

**Consulting and Technical Services+ (CATS+)
Task Order Request for Proposals (TORFP)**

**LONG TERM SUPPORTS AND SERVICES SYSTEM (LTSS)
OPERATIONS & MAINTENANCE (O&M)**

**CATS+ TORFP # M00B5400373
DHMH/OPASS 15-14386**



Department of Health and Mental Hygiene (DHMH)

Issue Date: March 19, 2015

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KEY INFORMATION SUMMARY SHEET

This CATS+ TORFP is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS+ Master Contractors approved to perform work in the Functional Area under which this TORFP is released shall respond to this TORFP with either a Task Order (TO) Proposal to this TORFP or a Master Contractor Feedback form (See Section 3).

Solicitation Name:	LTSS O&M
Solicitation Number (TORFP #):	M00B5400373 / OPASS15-14386
Functional Area:	Functional Area 8 – Application Service Provider
Issue Date:	3/19/2015
Questions Due Date and Time:	4/16/2015 at 2:00 PM Local Time
Closing Date and Time:	5/12/2015 at 2:00 PM Local Time
TO Requesting Agency:	Department of Health and Mental Hygiene (DHMH) Office of Health Services (OHS)
Send Questions and Proposals to:	Queen Davis Office Phone: 410-767-5335 E-mail : queen.davis@maryland.gov
TO Procurement Officer:	Queen Davis Office Phone: 410-767-5335 Fax: (410) 333-5958 E-mail : queen.davis@maryland.gov
TO Contract Monitor:	Susan Harrison Maryland DHMH Office of Health Services 201 West Preston Street, Room 214 Baltimore, Maryland 21201 Telephone: (410) 767-1434 Fax : (410) 333-5333 E-mail: susan.harrison@maryland.gov
TO Type:	Fixed-price
Period of Performance:	Base Period: From NTP for three (3) base years. with Two (2) additional one-year option terms
MBE Goal:	25% with no sub-goals
VSBE Goal:	0%
Small Business Reserve (SBR):	No
Primary Place of Performance:	Maryland DHMH 201 West Preston Street Baltimore, Maryland 21201
TO Pre-proposal Conference:	Maryland DHMH Conference Room L-3, Lobby Level 201 West Preston Street Baltimore, Maryland 21201 Tuesday, April 7, 2015 at 10:00 AM Local Time See Attachment 6 for directions.

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 TORFP SUBJECT TO CATS+ MASTER CONTRACT

In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS+ RFP issued by the Maryland Department of Information Technology (DoIT) and subsequent Master Contract Project Number 060B2490023, including any amendments.

All times specified in this document are local time, defined as Eastern Standard Time or Eastern Daylight Time, whichever is in effect.

1.2 ROLES AND RESPONSIBILITIES

Personnel roles and responsibilities under the TO:

- A. **TO Procurement Officer** – The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement.
- B. **TO Contract Monitor** - The TO Contract Monitor has the primary responsibility for the management of the work performed under the TO Agreement; administrative functions, including issuing written directions; ensuring compliance with the terms and conditions of the CATS+ Master Contract.

The TO Contract Monitor will assign tasks to the personnel provided under this TORFP and will track and monitor the work being performed through the monthly accounting of hours deliverable for work types; actual work produced will be reconciled with the hours reported.

- C. **TO Contractor** – The CATS+ Master Contractor awarded the TO. The TO Contractor shall provide human resources as necessary to perform the services described in this TORFP Scope of Work.
- D. **TO Contractor Manager** - TO Contractor Manager will serve as primary point of contact with DHMH's Project Manager to regularly discuss progress of tasks, upcoming tasking, historical performance, and resolve any issues that may arise pertaining to the TO Contractor Personnel. The TO Contractor Manager will serve as liaison between DHMH's Project Manager and the senior TO Contractor management.

The TO Contractor will provide invoices as specified under Section 2.13 Invoicing. The TO Contractor is responsible for making payments to the TO Contractor personnel.

- E. **TO Contractor Personnel** – Any resource provided by the TO Contractor in support of this TO over the course of the TO period of performance.
- F. **Key Personnel** – Any individual named as key by either this TORFP or the Master Contractor to perform work under the scope of this TO. Some portion of key personnel will be proposed personnel, and these proposed personnel shall start as of TO Agreement issuance unless specified otherwise.
- G. **Software Development Contractor** – The CATS+ Master Contractor responsible for software development of the LTSS and ISAS systems.

- H. **DHMH's Technical Support Team** – DHMH personnel that provide technical support, monitoring and oversight of the LTSS and ISAS systems.
- I. **DHMH's Project Manager** – DHMH resource responsible for day-to-day oversight of the overall activities and contractors that support the LTSS and ISAS systems.

1.3 TO AGREEMENT

Based upon an evaluation of TO Proposal responses, a Master Contractor will be selected to conduct the work defined in Section 2 - Scope of Work. A specific TO Agreement, Attachment 3, will then be entered into between the State and the selected Master Contractor, which will bind the selected Master Contractor (TO Contractor) to the contents of its TO Proposal, including the TO Financial Proposal.

1.4 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet above. The date and time of submission is determined by the date and time of arrival in the TO Procurement Officer's e-mail inbox.

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

1.5 ORAL PRESENTATIONS/INTERVIEWS

All Offerors and proposed staff will be required to make an oral presentation to State representatives in the form of oral presentations. Significant representations made by a Master Contractor during the oral presentation shall be submitted in writing. All such representations will become part of the Master Contractor's proposal and are binding, if the TO is awarded to the Master Contractor. The TO Procurement Officer will notify Master Contractor of the time and place of oral presentations.

1.6 QUESTIONS

All questions must be submitted via e-mail to the TO Procurement Officer no later than the date and time indicated in the Key Information Summary Sheet. Answers applicable to all Master Contractors will be distributed to all Master Contractors who are known to have received a copy of the TORFP.

Answers can be considered final and binding only when they have been answered in writing by the State.

1.7 TO PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at the time, date and location indicated on the Key Information Summary Sheet. Attendance at the pre-proposal conference is not mandatory, but all Master Contractors are encouraged to attend in order to facilitate better preparation of their proposals.

Seating at the pre-proposal conference will be limited to two (2) attendees per company. Attendees should bring a copy of the TORFP and a business card to help facilitate the sign-in process.

The pre-proposal conference will be summarized in writing. As promptly as is feasible subsequent to the pre-proposal conference, the attendance record and pre-proposal conference summary will be distributed via e-mail to all Master Contractors known to have received a copy of this TORFP.

In order to assure adequate seating and other accommodations at the pre-proposal conference, please e-mail the TO Procurement Officer indicating your planned attendance no later than three (3) business

days prior to the pre-proposal conference. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please contact the TO Procurement Officer no later than five (5) business days prior to the pre-proposal conference. The TO Requesting Agency will make reasonable efforts to provide such special accommodation.

1.8 CONFLICT OF INTEREST

The TO Contractor shall provide IT technical and/or consulting services for State agencies or component programs with those agencies, and shall do so impartially and without any conflicts of interest. Each Offeror shall complete and include with its TO Proposal a Conflict of Interest Affidavit and Disclosure in the form included as Attachment 4 of this TORFP. If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject an Offeror's TO Proposal under COMAR 21.06.02.03B.

Master Contractors should be aware that the State Ethics Law, Md. Code Ann., General Provisions Article, Title 5, might limit the selected Master Contractor's ability to participate in future related procurements, depending upon specific circumstances.

By submitting a Conflict of Interest Affidavit and Disclosure, the Offeror shall be construed as certifying all personnel and subcontractors are also without a conflict of interest as defined in COMAR 21.05.08.08A.

1.9 LIMITATION OF LIABILITY

The TO Contractor's liability is limited in accordance with Section 27 of the CATS+ Master Contract. TO Contractor's liability for this TORFP is limited to two (2) times the total TO Agreement amount.

1.10 CHANGE ORDERS

If the TO Contractor is required to perform work beyond the scope of Section 2 of this TORFP, or there is a work reduction due to unforeseen scope changes, a TO Change Order is required. The TO Contractor and TO Contract Monitor shall negotiate a mutually acceptable price modification based on the TO Contractor's proposed rates in the Master Contract and scope of the work change. No scope of work changes shall be performed until a change order is approved by DoIT and executed by the TO Procurement Officer.

1.11 TRAVEL REIMBURSEMENT

Expenses for travel and other costs shall not be reimbursed.

1.12 MINORITY BUSINESS ENTERPRISE (MBE)

This TORFP has MBE goals as stated in the Key Information Summary Sheet above.

A Master Contractor that responds to this TORFP shall complete, sign, and submit all required MBE documentation at the time of TO Proposal submission (See Attachment 2 Minority Business Enterprise Forms and Section 3 Task Order Proposal Format and Submission Requirements). **Failure of the Master Contractor to complete, sign, and submit all required MBE documentation at the time of TO Proposal submission will result in the State's rejection of the Master Contractor's TO Proposal.**

In 2014, Maryland adopted new regulations as part of its Minority Business Enterprise (MBE) program concerning MBE primes. Those new regulations, which became effective June 9, 2014 and are being applied to this task order, provide that when a certified MBE firm participates as a prime contractor on a contract, an agency may count the distinct, clearly defined portion of the work of the contract that the certified MBE firm performs with its own forces toward fulfilling up to fifty-percent (50%) of the MBE participation goal (overall) and up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the contract. Please see the attached MBE forms and instructions.

1.12.1 MBE PARTICIPATION REPORTS

DHMH will monitor both the TO Contractor's efforts to achieve the MBE participation goal and compliance with reporting requirements.

- A) Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS+ Master Contract by the 15th day of each month.
- B) The TO Contractor shall provide a completed MBE Prime Contractor Paid/Unpaid MBE Invoice Report (Attachment 2-4A) and MBE Prime Contractor Report (Attachment 2-4B) to the TO Requesting Agency at the same time the invoice copy is sent.
- C) The TO Contractor shall ensure that each MBE subcontractor provides a completed Subcontractor Paid/Unpaid MBE Invoice Report (Attachment 2-5).
- D) Subcontractor reporting shall be sent directly from the subcontractor to the TO Requesting Agency. The TO Contractor shall e-mail all completed forms, copies of invoices and checks paid to the MBE directly to the TO Contract Monitor.

1.13 VETERAN OWNED SMALL BUSINESS ENTERPRISE (VSBE)

This TORFP does not have a VSBE subcontract participation goal.

1.14 NON-DISCLOSURE AGREEMENT

1.14.1 NON-DISCLOSURE AGREEMENT (OFFEROR)

A reading room is currently not anticipated for this TORFP.

1.14.2 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

Certain system documentation may be required by the TO in order to fulfill the requirements of the TO Agreement. The TO Contractor, employees and agents who review such documents will be required to sign a Non-Disclosure Agreement (TO Contractor) in the form of Attachment 11.

1.15 LIVING WAGE

The Master Contractor shall abide by the Living Wage requirements under Title 18, State Finance and Procurement Article, Annotated Code of Maryland and the regulations proposed by the Commissioner of Labor and Industry.

All TO Proposals shall be accompanied by a completed Living Wage Affidavit of Agreement, Attachment 13 of this TORFP.

1.16 IRANIAN NON-INVESTMENT

All TO Proposals shall be accompanied by a completed Certification Regarding Investments in Iran, Attachment 16 of this TORFP.

1.17 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

DoIT is responsible for contract management oversight on the CATS+ Master Contract. As part of that oversight, DoIT has implemented a process for self-reporting contract management activities of TOs under CATS+. This process typically applies to active TOs for operations and maintenance services valued at \$1 million or greater, but all CATS+ TOs are subject to review.

Attachment 12 is a sample of the TO Contractor Self-Reporting Checklist. DoIT may send initial checklists out to applicable/selected TO Contractors approximately three months after the award date for a TO. The TO Contractor shall complete and return the checklist as instructed on the form. Subsequently, at six month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT.

1.18 MERCURY AND PRODUCTS THAT CONTAIN MERCURY

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

1.19 PURCHASING AND RECYCLING ELECTRONIC PRODUCTS

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

1.20 HIPAA BUSINESS ASSOCIATE AGREEMENT

Based on the determination by the Department that the functions to be performed in accordance with this solicitation constitute Business Associate functions as defined in HIPAA, the recommended awardee shall execute a Business Associate Agreement as required by HIPAA regulations at 45 C.F.R. §164.501 and set forth in **Attachment 22**. This Agreement must be provided within five (5) Business Days of notification of proposed Contract award; however, to expedite processing, it is suggested that this document be completed and submitted with the Bid/Proposal. Should the Business Associate Agreement not be submitted upon expiration of the five (5) Business Day period as required by this solicitation, the Procurement Officer, upon review of the Office of the Attorney General and approval of the Secretary, may withdraw the recommendation for award and make the award to the responsible Bidder/Offeror with the next lowest Bid or next highest overall-ranked Proposal.

1.21 DEFINITIONS

Acceptable Use Policy (AUP)	A document stipulating constraints and practices that a user must agree to for access to a corporate network or the Internet.
Access	The ability or the means necessary to read, write, modify, or communicate data/information or otherwise use any system resource.
Business Day	Monday through Friday (excluding State holidays)
Commercial Off-The-Shelf (COTS)	Software or hardware products that are ready-made and available for sale to the general public.
End User License Agreement (EULA)	The terms of service governing access to and use of the services provided pursuant to this Task Order.
Handle Data	Collect, store, transmit, have access to data

Information System	An interconnected set of information resources under the same direct management control that shares common functionality. A system normally includes hardware, software, information, data, applications, communications, and people.
Information Technology (IT)	Information Technology
Infrastructure as a Service (IaaS)	A hosted environment used to support operations of the System, including storage, hardware, servers, networking, and communication components, and related operations, maintenance, and support services. Under IaaS, the TO Contractor is responsible for the acquisition and operation of all hardware, COTS software and network support related to the services being provided, and shall keep all COTS software current. The technical and professional activities required for establishing, managing, and maintaining the environments are the responsibilities of the TO Contractor.
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
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
Notice to Proceed (NTP)	A written notice from the TO Procurement Officer that work on the project or Work Order shall begin on a specified date. After Task Order commencement, additional NTPs may be issued by either the TO Procurement Officer or the TO Manager regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.
NTP Date	The date specified in an NTP for work on the project or work order to begin.
Offeror	A Master Contractor that submits a proposal in response to this TORFP
Security Breach	A security incident in which Sensitive, protected or confidential data is intentionally or unintentionally released to an untrusted environment, including: copied, transmitted, viewed, stolen or used by an individual unauthorized to do so. Data breaches may involve financial information such as credit card or bank details, personal health information (PHI), Personally identifiable information (PII), trade secrets or intellectual property.
Security Incident	Attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
Security or Security Measures	All of the administrative, physical, and technical safeguards in an information system.
Sensitive Data	Sensitive Information includes personally identifiable information (PII), protected health information (PHI) or other proprietary or confidential data as defined by the State.. PII is information about an individual that (1) can be used to distinguish or trace an individual's

	identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; (2) is linked or linkable to an individual, such as medical, educational, financial, and employment information; (3) falls within the definition of “personal information” under Md. Code Ann., State Govt. § 14-3501(d); or (4) falls within the definition of “personal information” under Md. Code Ann., St. Fin. & Proc. § 10-1301(c).
Service Level Agreement (SLA)	The performance levels governing TO Contractor support of the System and associated liquidated damages.
SLA Activation Date	The date that steady-state services and charges commence for this Task Order
State	The State of Maryland
Subcontractor	An agent, service provider, supplier, or vendor selected by the TO Contractor to provide subcontracted services or products under the direction of the selected TO Contractor or other Subcontractors, and including any direct or indirect Subcontractors of a Subcontractor.
System (LTSS System)	<p>The System includes all the hardware, software, networking and facilities to operate the LTSS applications, which are described in detail in section 2.3. In general, the LTSS System includes the following:</p> <ul style="list-style-type: none"> a. LTSS module <ul style="list-style-type: none"> i. LTSS on-line application ii. Interfaces iii. Claims file processing iv. Batch transaction processing b. In-home Support Assurance System (ISAS) module <ul style="list-style-type: none"> i. ISAS on-line application ii. Integrated Voice Response (IVR) iii. One Time Password (OTP) iv. Voice Verification v. Claims file processing vi. Batch transaction processing c. Help Desk d. LTSS Code Library
System Source Materials	<p>1) Those materials necessary to wholly reproduce and fully operate the System in a manner equivalent to the original System including, but not limited to:</p> <ul style="list-style-type: none"> a. The executable instructions in their high level, human readable form which are in turn interpreted, parsed and or compiled to be executed as part of the computing system ("source code"). This includes source code created by the Software Development Contractor and source code that is leveraged or extended by the Software Development Contractor for use in the project. b. All associated rules, reports, forms, templates, scripts, data dictionaries and database functionality. c. All associated configuration file details needed to duplicate the

	<p>run time environment as deployed in the original system.</p> <ul style="list-style-type: none"> d. All associated design details, flow charts, algorithms, processes, formulas, pseudo-code, procedures, instructions, help files, programmer’s notes and other documentation. e. A complete list of third party, open source, or commercial software components and detailed configuration notes for each component necessary to reproduce the system (e.g., operating system, databases, and rules engine software). f. All associated training materials for business users and technical staff
Task Order (TO)	The scope of work described in this TORFP
Task Order Agreement	The contract awarded to the successful Offeror pursuant to this Task Order Request for Proposals, the form of which is attached to this TORFP as Attachment 3.
TO Proposal	As appropriate, either or both an Offeror’s Technical or Financial Proposal to this TORFP
TO Request for Proposals (TORFP)	This Task Order Request for Proposal, including any amendments / addenda thereto
Technical Safeguards	The technology and the policy and procedures for its use that protect electronic protected health information and control access to it
Total Evaluated Price	The Offeror’s total proposed price for products/services proposed in response to this solicitation, included in the TO Price Sheet, and used in the financial evaluation of TO Proposals.
Upgrade (COTS software or hardware)	A new release of COTS software or hardware containing major new features, functionality and/or performance improvements that would enable the existing COTS software or hardware configuration to perform to the level of the next version of the COTS software or hardware and are designed to replace the older version and/or extend its useful life.
Veteran-owned Small Business Enterprise (VSBE)	A business that is verified by the Center for Veterans Enterprise of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.
Work Order	A subset of work performed under the general scope of this TORFP, which is defined in advance of TO Agreement fulfillment, and which may not require a TO Agreement Modification.
Working Day(s)	Same as “Business Day”

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SECTION 2 - SCOPE OF WORK

2.1 PURPOSE

DHMH is issuing this CATS+ TORFP to obtain one (1) Master Contractor who shall provide commercial off-the-shelf (COTS) software, hardware and networking technologies to provide managed hosting services for DHMH's LTSS System, in accordance with the scope of work described in this Section 2. The compiled code for the LTSS System's software shall be provided by DHMH and installed by the TO Contractor.

In addition to the managed hosting services, the TO Contractor shall provide an LTSS System Help Desk, manage LTSS System user credentialing, and process interface transactions that include processing of files for claims activity, eligibility updates, provider updates, data imports/exports and other interfaces as required.

Ongoing software development services for the LTSS System are NOT included in this scope of work. It is crucial that the TO Contractor work closely with the Software Development Contractor to ensure a seamless, integrated approach to delivering functionality and support for the LTSS System.

As part of the evaluation of the proposal for this TO, **Master Contractors shall propose exactly four (4) named resources** and shall describe in a Staffing Plan how additional resources shall be acquired to meet the needs of the TO Requesting Agency. All planned positions other than the four named resources shall be described generally in the Staffing Plan, and may not be used as evidence of fulfilling company or personnel minimum qualifications.

DHMH expects four (4) resources to be available as of the start date specified in the Notice To Proceed (NTP). The required resources include:

- a. Project Manager
- b. Help Desk Lead
- c. Senior Network Engineer
- d. Operations Lead

In addition to the four (4) named resources, the Offeror shall demonstrate in its proposal the ability to support the full scope of work in this TORFP.

This procurement shall result in a fixed-price contract between DHMH and the TO Contractor. The pricing includes the following components:

- a. **Start-up Period** – a fixed-price deliverable that includes all activity from Notice to Proceed (NTP) until the cutover from the current O&M Contractor to the TO Contractor has been approved by DHMH. DHMH requires cutover to occur within the first ninety (90) calendar days or earlier as more fully described in this Section 2.
- b. **Managed Hosting Services** – a monthly recurring fixed-price that includes all COTS software, hardware, and networking technologies to provide managed hosting services for DHMH's LTSS System.
- c. **Operations** – a monthly recurring fixed-price that includes all operational tasks, processes, tools and resources to support claims and interfaces, as well as Help Desk functions.

DHMH intends to award this Task Order to one (1) Master Contractor that proposes a team of resources and a solution that can best satisfy the TO requirements.

Work Orders may be issued by DHMH for the TO Contractor to deliver enhancements to the LTSS System's technical infrastructure, Help Desk or other O&M requirements, based on the Work Order Process described in section 2.12 of this TORFP.

2.2 REQUESTING AGENCY BACKGROUND

Starting in 2012, Maryland embarked on a transformation of its LTSS system. As programs change and evolve, the need for flexible, responsive technology to manage large volumes of data related to participant application, enrollment, and participation in LTSS is vital to the success of the programs. Federal requirements for quality monitoring and assurance cannot be met without technology support to gather, manage, and analyze data. To meet the need for technology, DHMH has integrated multiple systems to form the LTSS system. The LTSS system supports the extension of the Money Follows the Person (MFP) Demonstration, Balancing Incentive Program (BIP), and Community First Choice (CFC) State Plan personal care option, offered through the Affordable Care Act (ACA).

2.3 PROJECT BACKGROUND

The current LTSS System includes the modules described below.

In-home Support Assurance System (ISAS): ISAS enables the Maryland Medicaid Program to monitor the delivery of in-home services to eligible Medicaid participants to ensure that services are provided according to the participant's plan of care and by an authorized service provider. Components of ISAS include a phone verification system, a backend interface with external systems, and a web interface providing access to service delivery data to authorized personnel for reporting purposes.

To access the phone verification system providers dial into a toll free number, provide their identifying information, and upon successful authorization the service start time and end time is recorded. The phone verification system utilizes the following voice biometric and location based technologies in order to authenticate service delivery.

- A. **Integrated Voice Response (IVR):** ISAS is capable of receiving phone calls from providers for automated service authorization. A call may be initiated from recipient's home phone landline or another phone, when a One Time Password (OTP) is issued, and ISAS guides the providers to enter/speak certain identifying information. This information will be verified against provider and recipient data including plan of care records previously entered in the system. If all information is correct and complies with the plan of care, then ISAS will authorize the service.
- B. **One Time Password** – In most cases the phone verification system verifies the participant based on the phone number assigned to the landline where the service call is initiated. Where a landline is not available, recipients are issued an OTP device. An OTP is a time-synchronized device assigned to participants and used to authenticate when a service takes place. The front of the token card displays a randomly generated number. This number changes every minute and can be traced back to a specific time, which in turn can be used to authenticate service.
- C. **Voice Verification** – During the enrollment process the provider speaks a name or phrase into the phone system. ISAS uses an algorithm to create a sound bite of the provider's voice and stores that sound bite for verification purposes. Each time the provider performs a service call

they will have to speak the same phrase. The system will match the sound bite created during the service delivery against the sound bite created during enrollment and authorize service if matched.

In addition to the phone verification capability described above, ISAS interacts with the Maryland Medical Information System (MMIS), and the other modules of the LTSS system. Interaction with MMIS serves two purposes. The first is to authenticate provider/patient eligibility through daily batch file transfers of Provider Enrollment, Recipient Eligibility, and Service Rate files. Second, the system, through the use of the EDI MMEE portal will retrieve ANSI X12N 835 Health Care Payment Advice files, and submit X12N 837 Health Care Professional Claim files for claim generation purposes. Interaction with LTSS is established for verification of a recipient's plan of care, and to ensure that the most recent information is validated. Finally, a front-end web interface is available to provide Case Managers, DHMH employees, and service providers access to a variety of service, exception, and billing reports.

Screening: This component automates the interRAI-MDScreen form, incorporating changes to calculations or algorithms as identified by DHMH. Screening creates alerts that notify a particular jurisdiction of a referral; creates timeframe-based alerts; maintains a summary page of information based on the screening results; automates the process of adding a client to one or more waiver registry lists; and maintains a history of all screening forms that were collected.

Registry: This component provides waiver registries organized by priority level and date; automates the process of placing a client onto a provide registry once the screening forms have been completed, or has refused to complete a screening form; prioritizes the placement of a client based on the interRAI screening algorithm; and, provides the capability to sort waiver registries based on prioritization group and completion date of the screening.

MDS/MMIS: This component imports daily MMIS flat files and matches the records to the LTSS database; updates certain data on the client record including Medicate eligibility status and maintains a history of the data that gets updated by MMIS imports; and, imports DHMH provider files on a weekly basis.

Case Manager (CM) Billing: This component provides activity billing functionality including the submissions of claims to MMIS and automatically bills MMIS for case management and nurse monitoring activities through the electronic billing process.

Medical Assistance Personal Care (MAPC): This component checks the client profile and client summary to verify a participant's eligibility and additional medical and technical and financial eligibility information; allows the client to choose and change case management agencies; and, establishes a single plan of service used across multiple programs.

Community First Choice (CFC): This component supports the new State Plan personal care program that centralizes certain services currently being provided under the Living At Home Waiver and Waiver for Older Adults. It provides the ability to check LTSS client profile and client summary to verify participant's eligibility, additional medical, technical and financial eligibilities; allows the client to choose and change case management agencies; provides interRAI assessment to determine participant's level of care including MAPC LOC; reviews and confirm participant's level of care

during LOC review; establishes one plan of service that will be use across multiple programs; creates authorization to participate in CFC, as well as the ability to appeal the CFC authorization/enrollment decision; provides MDOD self-direction training capabilities; and, automates participant direction form for clients who are directing their own services, including the ability to develop, monitor, and budget their own plan for services and budget.

Community Options Waiver (CO): This component supports the CO waiver, which is a merged waiver between the existing Living at Home and Waiver for Older Adults (WOA). It provides the ability for participants to play a more involved role in making choices in their application process and ultimately the services they will receive in the community.

Client Portal (CP): This component is a web-based interactive portal that has a secure sign-in so that clients and their representatives can use it to manage their services and supports. The interactive portal allows participants to view certain information within the LTSS system. The participant has the capability to submit information, such as an update to a participant's plan of service or a reportable event that would alert the Department and/or case manager.

Brain Injury Waiver Program (BI): This component validates technical eligibility requirements; creates alerts and referrals based on the validation of technical eligibility; maintains current BI eligibility forms; provides a summary page of medical eligibility as determined by the medical assessment and utilization control agent eligibility determination process; automates client eligibility letters and populate each letter with system data; creates alerts and referrals based on final eligibility determinations; and, maintain all history of application and eligibility data.

Reportable Events (RE): This component provides a summary page that lists current, pending, and recently reported significant events that impact the health, safety, and welfare of participants; provides a web-based portal for non-users of the LTSS system to complete and submit a RE form with is integrated in the participant record in the system; allows DHMH staff or its designee to review submitted REs and attach it to a client record or save it without a link to an individual client record and log attempts to resolve identification and linking issues; creates email alerts for immediate attention and other follow-up based on the content of the RE; limits the ability to view and edit submitted RE forms to authorized staff; generates alerts to the appropriate DHMH staff and case management agency for overdue follow-ups; and, provides referral capability based on responses in the RE form.

Quality Surveys: This component automates quality surveys similar to the MFP Quality of Life survey and the Participant Experience Survey; provides system functionality to aggregate individual responses to the quality surveys within a specific program or across multiple programs; maintains survey page based on results and recently completed surveys, which will be viewable by authorized DHMH staff members; and, generates reports for each of the surveys and make available ad-hoc reporting capabilities.

LTSS System Software Information: To provide a highly secure, available, reliable and scalable software solution to support the 24x7x365 operations of the LTSS System, the current LTSS System software environment includes the following:

Database & Reports Repository:

Transactional Database:

- RavenDB 2.5
- 139 collections
- 7 million documents
- 40GB

Reporting Database:

- SQL Server 2012, SSRS 2012
- 146 database tables
- LTSS/ISAS Transactions: 21 million records
- IVR Transactions Log: 86 million records
- Total more than 100 million records
- 60GB

MMIS/MDS Interface Staging Database:

- SQL Server 2012, SSRS 2012
- 50 tables
- 60 million records
- 12GB

COTS Software:

- Microsoft .NET for web applications
- Microsoft SQL Server database
- RavenDB 2.5
- Microsoft SQL Server Reporting Services (SSRS)
- Microsoft Lync Platform
- NeuroTechnology Verispeak
- IBM Connect Direct with Secure+

Custom-developed Software Statistics:

- About 1.6 million Lines of custom code (excluding empty and comments lines)
- About 700 forms, 1700 screens
- About 182 reports (not including reports created in the ad hoc system)
- Major software releases are planned Monthly
- High-priority software releases are as-needed

2.4 PROFESSIONAL DEVELOPMENT

Any IT services personnel provided under this TORFP shall maintain any required professional certifications for the duration of the resulting TO.

The TO Contractor shall ensure continuing education opportunities for the personnel provided to support this TORFP.

2.5 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall comply with all applicable laws, regulations, policies, standards, and guidelines affecting information technology and technology projects, which may be created or changed periodically.

The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting security and technology project execution.

The foregoing may include, but are not limited to, the following policies, guidelines and methodologies that can be found at the DoIT site

(<http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx>).

- The State of Maryland System Development Life Cycle (SDLC) methodology

- The State of Maryland Information Technology Security Policy and Standards
- The State of Maryland Information Technology Non-Visual Access Standards
- The TO Contractor shall follow project management methodologies consistent with the Project Management Institute’s Project Management Body of Knowledge Guide.
- TO Contractor assigned personnel shall follow a consistent methodology for all TO activities.
- The State’s Information Technology Project Oversight Policies

2.6 REQUIREMENTS

A. Managed Hosting Services (Fixed Price, Monthly)

For the LTSS system, the TO Contractor shall provide COTS software, hardware and networking technologies to provide managed hosting services for DHMH’s LTSS system. DHMH shall provide the compiled code for the LTSS System’s applications.

B. Operations (Fixed Price, Monthly)

In addition to the managed hosting services, the TO Contractor shall provision and manage the LTSS Help Desk, manage user credentialing, deploy LTSS System software releases, and process interface transactions that include processing of files for claims activity, eligibility updates, provider updates, data imports/exports and other interfaces as required.

The current LTSS system technical solution is provided in Attachment 20.

C. Start-up Period (Fixed Price, One-time)

1. The TO Contractor shall coordinate transition activities in collaboration with DHMH and the current O&M Contractor. Specific transition activities are provided in the following tables.
2. The TO Contractor shall perform all necessary activities to prepare for, test and certify the LTSS technical solution as ready for cutover to the TO Contractor’s responsibility within ninety (90) days of the NTP. See Start-up Period requirements in 2.6.3.1.

Software development services for the LTSS system are NOT included in this scope of work. It is crucial that the successful TO Contractor work closely with the Software Development Contractor to ensure a seamless, integrated approach to delivering functionality to the LTSS applications.

2.6.1 OPERATIONS REQUIREMENTS

Operations requirements relate to business processes provided or supported under the TO.

ID #	Operations Requirements	Associated Deliverable ID # from Section 2.8.4
2.6.1.1	TO Contractor shall perform claims file processing, as follows. <ol style="list-style-type: none"> a. Approximately 150,000 claims per month that includes the following file transactions. b. ANSI X12N file processing, including: <ol style="list-style-type: none"> i) Execute, monitor and provide reconciliation reporting on batch processes that generate claims file ii) Send eligibility benefit inquiry (270 submission) as a real time request to MMIS to determine client eligibility during an actual service delivery, or when a service 	2.8.4.6

ID #	Operations Requirements	Associated Deliverable ID # from Section 2.8.4
	<p>activity record is being entered into the system via the ISAS web interface</p> <ul style="list-style-type: none"> iii) Retrieve and process eligibility benefit response (271) a real time request from MMIS providing a response as to whether the client is deemed eligible or ineligible for service iv) Process service activity records and generate claim items through 837/835 process v) Add and edit service rates for billable in home services as directed by the Department within the time period established by Departmental policies vi) Generate weekly 837P claim batch per departmental policies vii) Submit weekly claim batch (providers and case managers) to MMIS per departmental policies viii) Retrieve claim batch functional acknowledgement (997) from MMIS per departmental policies ix) Retrieve and process payment remittance advice from MMIS (835) per departmental policies <p>c. Support DHMH’s processing of claims adjustments and dispositioning exceptions, including:</p> <ul style="list-style-type: none"> i) View claim item record per departmental policies ii) Adjust claim based on 835 per departmental policies iii) Search and list service activity records with available information iv) View service activity records v) Edit service activity records vi) Search and list claim item records vii) View claim item record detail viii) Edit claim item record details <p>d. Claims activity reconciliation (summarized daily, weekly, monthly) reporting – TO Contractor shall provide methodology and sample reports with the submitted proposal</p> <p>e. Claims balance (summarized daily, weekly, monthly) reporting – TO Contractor shall provide methodology and sample reports with the submitted proposal</p>	
2.6.1.2	<p>TO Contractor shall process batch transactions and interface files. For batch transactions, TO Contractor shall validate batch processes are successfully executed. For interface files, TO Contractor shall validate the files have been sent and received and validate the contents of the files were correctly processed.</p> <p>Below is a sample of the files to be imported into the LTSS system:</p> <ul style="list-style-type: none"> a. RecipInf – Recipient Information 	2.8.4.6

ID #	Operations Requirements	Associated Deliverable ID # from Section 2.8.4
	<ul style="list-style-type: none"> b. EligSpan – Recipient Eligibility Spans c. NRSHOM – Nursing Home Eligibility d. MASTER – Master Provider Table e. ADDRESS – Provider Address f. NMPROV – Non-Medicaid Providers g. SPCPGM – Special Program Enrollment Spans h. MDS – Minimum Data Set i. Claims-related files listed in 2.6.1.1 j. Registry import 	
2.6.1.3	<p>TO Contractor shall deploy software releases to the pre-production and production environments, after confirming they are tested and approved for deployment by DHMH. Major software releases are planned monthly and require deployment planning and coordination. Smaller software releases that do not require as much planning and coordination (such as critical and high defect fixes or high-priority software change requests) are deployed as-needed.</p>	2.8.4.13
2.6.1.4	<p>TO Contractor shall provide personnel and a system for the Tier 1 Help Desk for LTSS and ISAS users that create initial Help Desk ticket, conduct triage, resolve Tier 1 tickets, escalate to the appropriate party when necessary (e.g. DHMH, O&M Contractor and/or Software Development Contractor). Tier 1 is defined as the initial receiver of inquiries from system users, either by telephone or email.</p> <p>TO Contractor shall have the capability to respond to phone and email inquiries in English and/or Spanish.</p>	2.8.4.5
2.6.1.5	<p>TO Contractor shall resolve Tier 2 Help Desk for O&M tickets. Tier 2 O&M is defined as any issue involving investigation into the hardware, COTS software, networking, operational or other component or function under the purview of the TO Contractor. Issues relating to the custom-developed software shall be escalated to the Software Development Contractor for Tier 2 resolution. Issues relating to interface and/or claims file processing that are determined to be outside of the scope of the TO Contractor’s responsibilities are to be escalated to the appropriate party.</p>	2.8.4.5
2.6.1.6	<p>TO Contractor shall provide a Help Desk ticket system that captures, at a minimum, the following data:</p> <ul style="list-style-type: none"> i. Help Desk representative ii. Open date & time iii. Status with status change dates to show history iv. Reported by name v. Short description vi. Long description (including updates) vii. System component(s) impacted viii. Escalation – current level and escalation path history 	2.8.4.5

ID #	Operations Requirements	Associated Deliverable ID # from Section 2.8.4
	<ul style="list-style-type: none"> ix. Resolution x. Priority <ul style="list-style-type: none"> a. High – e.g.: major portions of the system and/or business impacted, security issue, sensitive data loss, some payment and/or claims issues, system is slow, data is unavailable b. Normal – e.g.: non-critical features are not operating as specified, worker(s) or user(s) are unable to perform their tasks in the system c. Low – e.g.: lower priority features that can be done manually are not operating as specified, request for service with ample lead time 	
2.6.1.7	TO Contractor shall provide a comprehensive web-based Help Desk tracking and reporting software that can be accessed by authorized individuals within DHMH.	2.8.4.5
2.6.1.8	TO Contractor shall analyze Help Desk call records and provide recommendations to minimize or eliminate recurring problems, at least on a monthly basis.	2.8.4.5
2.6.1.9	TO Contractor shall provide formal Help Desk quality assurance and customer satisfaction reports on a quarterly basis.	2.8.4.5
2.6.1.10	TO Contractor shall provide monthly Help Desk reports & metrics to designated DHMH resources. These reports will include, but are not limited to, metrics on previously opened tickets, new tickets, closed tickets, currently open tickets, quality assurance survey results, speed to answer and abandon rate.	2.8.4.5
2.6.1.11	TO Contractor shall provide credentials management and support for users of the LTSS System.	2.8.4.5
2.6.1.12	TO Contractor shall record, troubleshoot and resolve questions and issues for callers including passwords, login, network or issues connecting with the LTSS System.	2.8.4.5
2.6.1.13	TO Contractor shall provide email status updates to the caller/end-user when new tickets are entered and again when closed by the Help Desk.	2.8.4.5
2.6.1.14	<p>TO Contractor shall provide various modes by which callers may request assistance including:</p> <ul style="list-style-type: none"> a. Toll free telephone service (800 or similar number for domestic and an alternative number for international calls) b. Web forms c. Web-based self-help, documentation, FAQs, Email <p>Note: the Software Development Contractor will provide release notes and, when appropriate, training to support the TO Contractor’s knowledgebase updates to the help desk tool associated with a</p>	2.8.4.5

ID #	Operations Requirements	Associated Deliverable ID # from Section 2.8.4																														
	particular release.																															
2.6.1.15	TO Contractor shall provide the caller with an opportunity to provide feedback for each of the help mechanisms listed in 2.6.1.14 that the caller used during a particular call.	2.8.4.5																														
2.6.1.16	TO Contractor shall provide redundant systems to ensure Help Desk availability including, but not limited to, the telephone system used by the TO Contractor. Voice mail shall be accessible on a 24 hour basis.	2.8.4.5 & 2.8.4.4																														
2.6.1.17	TO Contractor shall provide training of DHMH resources in use of TO Contractor provided tracking/reporting system	2.8.4.5																														
2.6.1.18	TO Contractor shall provide Help Desk system user credentials for DHMH staff.	2.8.4.5																														
2.6.1.19	TO Contractor shall, as part of its ongoing operational services, provide updates to the Help Desk scripts in accordance with LTSS System releases.	2.8.4.5																														
2.6.1.20	TO Contractor shall, as part of its ongoing operational services, perform ongoing training of customer service representatives in the LTSS System.	2.8.4.5																														
2.6.1.21	<p>TO Contractor shall staff Help Desk to handle current inquiry volumes, as described in the following table:</p> <table border="1" data-bbox="378 1062 1086 1539"> <thead> <tr> <th>ISAS Help Desk Tickets</th> <th>Daily Average</th> <th>Monthly Average</th> </tr> </thead> <tbody> <tr> <td>Phone</td> <td>78</td> <td>1248</td> </tr> <tr> <td>Voicemail</td> <td>24</td> <td>723</td> </tr> <tr> <td>Email</td> <td>3</td> <td>65</td> </tr> <tr> <td>Online User Feedback</td> <td>0</td> <td>0</td> </tr> <tr> <td>LTSS Help Desk Tickets</td> <td></td> <td></td> </tr> <tr> <td>Phone</td> <td>3</td> <td>46</td> </tr> <tr> <td>Voicemail</td> <td>5</td> <td>87</td> </tr> <tr> <td>Email</td> <td>7</td> <td>135</td> </tr> <tr> <td>Online User Feedback</td> <td>7</td> <td>136</td> </tr> </tbody> </table>	ISAS Help Desk Tickets	Daily Average	Monthly Average	Phone	78	1248	Voicemail	24	723	Email	3	65	Online User Feedback	0	0	LTSS Help Desk Tickets			Phone	3	46	Voicemail	5	87	Email	7	135	Online User Feedback	7	136	2.8.4.5
ISAS Help Desk Tickets	Daily Average	Monthly Average																														
Phone	78	1248																														
Voicemail	24	723																														
Email	3	65																														
Online User Feedback	0	0																														
LTSS Help Desk Tickets																																
Phone	3	46																														
Voicemail	5	87																														
Email	7	135																														
Online User Feedback	7	136																														

2.6.2 HOSTING REQUIREMENTS

Hosting requirements relate to IT system hosting, operations and performance required under the TO.

ID #	Hosting Requirements	Associated Deliverable ID # from Section 2.8.4
2.6.2.1	TO Contractor shall provide a primary data center location in the	2.8.4.4

ID #	Hosting Requirements	Associated Deliverable ID # from Section 2.8.4
	continental United States.	
2.6.2.2	TO Contractor shall provide a disaster recovery (DR) data center location in the continental United States that is at least twenty-five (25) miles from the primary facility. Offeror's proposal shall describe how the DR data center location minimizes risk in the event of disaster, including service levels for recovery and minimizing data loss.	2.8.4.4
2.6.2.3	TO Contractor shall provide network protection to prevent attacks on DHMH's servers and to ensure DHMH's data, information, and networks are secured to prevent unauthorized access.	2.8.4.4
2.6.2.4	TO Contractor shall ensure the facility is compliant with SSAE16, and HIPAA standards.	2.8.4.4
2.6.2.5	TO Contractor shall ensure it has the capacity to handle approximately 300,000 calls per month.	2.8.4.4
2.6.2.6	TO Contractor shall provide all equipment required to provision, monitor, and manage the circuit to the hosting and DR facilities.	2.8.4.4
2.6.2.7	TO Contractor shall provide dedicated services with no comingling of data or resources with other clients other than the State of Maryland. This includes all internet connectivity.	2.8.4.4
2.6.2.8	TO Contractor shall provide Internet connectivity with sufficient capacity to support LTSS System and future growth over the duration of the TO.	2.8.4.4
2.6.2.9	TO Contractor shall demonstrate in the proposal its ability to increase the size of the circuit in incremental increases of ten (10) Mbps, one hundred (100) Mbps, and one (1) Gbps, should DHMH require an increase in the future. Pricing is NOT to be presented in the technical proposal response. Attachment 1 Price Sheet includes these optional increases.	2.8.4.4
2.6.2.10	TO Contractor shall provide WAN encrypted tunnel support to DHMH from both the primary and the DR center.	2.8.4.4
2.6.2.11	TO Contractor shall provide a firewall and security solution that complies with the transmission security provisions of the HIPAA, as well as all relevant federal, state, and local laws.	2.8.4.4
2.6.2.12	TO Contractor shall provide a description of the proposed network security, describe the effectiveness of the proposed system protocols and measures to prevent intrusion and protect DHMH's data.	2.8.4.4
2.6.2.13	TO Contractor shall provide Security services that include the following:	2.8.4.4

ID #	Hosting Requirements	Associated Deliverable ID # from Section 2.8.4
	<ul style="list-style-type: none"> a. The Security service shall provide monitoring for timely reporting of threats and intrusions. b. The Security services shall provide security protections to prevent unauthorized access to DHMH's information, software, and systems. c. The Security services shall include a security agent to control all traffic between the primary and Disaster recovery center and the outside world, and protects against unauthorized access or intrusions. d. The Security services shall allow reporting for firewall and other statistics from any Internet browser with monthly analysis and recommendations to improve security and throughput. 	
2.6.2.14	TO Contractor shall ensure the security, integrity and availability of the data to the Department, and shall describe in its proposal the levels it will achieve and how it intends to achieve security, integrity and availability, including DR services.	2.8.4.4
2.6.2.15	TO Contractor shall provide system and data reliability through off-site system and data backup in accordance with the SLA.	2.8.4.4
2.6.2.16	<p>TO Contractor shall provide to DHMH's Project Manager the make and model number of all network components and infrastructure after award and before cutover.</p> <p>TO Contractor shall update this information as equipment is retired or added as part of the change control process defined in Section 2.6.5.3.</p>	2.8.4.4
2.6.2.17	<p>TO Contractor shall install and configure all hardware and software required to build out the following environments:</p> <ul style="list-style-type: none"> a. Pre-production Environment b. Production Environment 	2.8.4.4
2.6.2.18	TO Contractor shall provide monitoring and reporting features to clearly identify adherence to the SLA for availability of the technical solution; in addition, reporting on bandwidth usage, backup frequency and success.	2.8.4.4 & 2.8.5.1
2.6.2.19	TO Contractor shall perform recording and reporting on security incidents and breaches (both immediate reporting and summary reporting).	2.8.4.4 & 2.8.5.1
2.6.2.20	TO Contractor shall perform reporting on login attempts which can	2.8.4.4 & 2.8.5.1

ID #	Hosting Requirements	Associated Deliverable ID # from Section 2.8.4
	be requested by the agency	
2.6.2.21	TO Contractor shall provide managed services, including, a managed firewall, system and application monitoring, performance monitoring, server startup & shutdown support, hardware maintenance, network alerts, troubleshooting and response, operating system patch installation and minor upgrades, file system management support, failure tracking and backup and restore of all system components and data.	2.8.4.4
2.6.2.22	TO Contractor shall implement and support a software version control application to maintain the LTSS compiled code.	2.8.4.4
2.6.2.23	TO Contractor shall provide administrator level access to the LTSS system technical infrastructure for DHMH’s Technical Support Team to provide technical oversight of the LTSS applications and physical assets.	2.8.4.4
2.6.2.24	TO Contractor shall create and update, at least once per month, the Database Performance Report.	2.8.5.1
2.6.2.25	TO Contractor shall create and update, at least once per month, the Technical Solution Performance Report.	2.8.5.1
2.6.2.26	TO Contractor shall establish a baseline response time for the LTSS System’s on-line transactions. TO Contractor and DHMH shall jointly develop a test script that can be executed by the Help Desk, monitored by TO Contractor and DHMH. The response time test script shall measure on-line transactions that do not change data and transactions that do change data. The baseline response time shall be established prior to Go-live. Response time is measured on an ad hoc basis when requested by DHMH.	2.8.4.4
2.6.2.27	TO Contractor shall maintain the Technical Operations Plan and provide updates annually, or within 30 days of changes that impact backup, disaster recovery, or other continuity of operations activities.	2.8.4.4

2.6.3 START-UP PERIOD REQUIREMENTS

Start-up Period requirements relate to the tasks performed by the TO Contractor to prepare for and take responsibility of the live LTSS System.

ID #	Start-up Period Requirements	Associated Deliverable ID # from Section 2.8.4
2.6.3.1	TO Contractor shall complete the <i>Start-up Period</i> within ninety (90) calendar days from the NTP. During the <i>Start-</i>	2.8.4.1 thru 2.8.4.12

ID #	Start-up Period Requirements	Associated Deliverable ID # from Section 2.8.4
	<p><i>up Period</i>, the TO Contractor shall complete the following:</p> <ul style="list-style-type: none"> a. Establish a physical office b. Conduct the kick-off meeting c. Fully staff key positions d. Develop, with DHMH’s input, a Project Management Plan and Project Work Plan e. Develop the Beginning of Contract Transition Plan f. Develop a Technical Architecture Schematic and Technical Operations Plan g. Establish secure connectivity with the Software Development Contractor to support migration of code and data h. Implement and maintain a code Configuration Control Repository and use a configuration control mechanism for all code, release notes, etc. so that releases can be rolled back, if necessary i. Implement and test a ticketing system that integrates with the Software Development Contractor’s system (Microsoft’s Team Foundation Server) j. Develop a Software Deployment Plan k. Develop a Continuity of Operations Plan (COOP) l. Design, procure, build, test and certify hardware and COTS software to support the LTSS technical solution is “LIVE”, resulting in cutover from current O&M Contractor to TO Contractor m. Establish baseline for the LTSS System’s response time 	
2.6.3.2	<p>TO Contractor shall develop, with DHMH’s input, other project artifacts including:</p> <ul style="list-style-type: none"> a. Monthly Progress Reports b. Bi-weekly Project Work Plan updates c. Maintenance Schedule d. Tracking tools for: <ul style="list-style-type: none"> i. Hardware Inventory ii. Hardware Maintenance Agreements iii. COTS Software Licenses iv. COTS Patches v. Technical Infrastructure changes 	2.8.4.3 & 2.8.4.4
2.6.3.3	<p>TO Contractor shall develop with DHMH and the Software Development Contractor:</p> <ul style="list-style-type: none"> a. The method for diagnosing reported system issues and determining if the issue is a defect, including 	2.8.4.3

ID #	Start-up Period Requirements	Associated Deliverable ID # from Section 2.8.4
	<p>which party is responsible for resolving the defect</p> <ul style="list-style-type: none"> b. The method for receiving UAT-approved code from the Software Development Contractor, deploying the code into pre-production environment and validating the code is ready for deployment into the production environment (as documented in the Software Deployment Plan) c. Integration requirements and approach between the contractors with the defect and change request tracking systems 	
2.6.3.4	<p>The TO Contractor shall provide a Project Management Plan that includes the following sections / sub-plans:</p> <ul style="list-style-type: none"> a. RACI Matrix and/or swim lane diagram depicting roles & responsibilities of the following – TO Contractor, Software Development Contractor and DHMH b. Scope Management c. Schedule Management d. Procurement Management e. Quality Management f. System Change Management and Configuration Management (software versions and licensing, code libraries, etc.) g. Staffing Management (including MBE requirements) h. Communications Management i. Issues & Risks Management j. Assumptions k. Constraints 	2.8.4.3
2.6.3.5	<p>TO Contractor shall obtain DHMH approval of the Technical Operations Plan, which shall include all off-site procedures, locations and operational protocols, as described in Section 2.8 Deliverables.</p>	2.8.4.4 & 2.8.4.10
2.6.3.6	<p>TO Contractor shall only commence hosting activities and associated billing upon TO Contract Monitor acceptance of the Hosting and Operations Cutover deliverable.</p>	2.8.4.12
2.6.3.7	<p>TO Contractor shall ensure that secure protection, backup and DR measures are in place and operational as a prerequisite to cutover from the current O&M Contractor to the TO Contractor hosting and operations of the “live” LTSS System (i.e., for end of Startup Period) and for the duration of the TO. TO Contractor shall ensure no loss of data or configuration of the environments during Start-up Period activities.</p>	2.8.4.4 & 2.8.4.10

2.6.4 SECURITY REQUIREMENTS

2.6.4.1. Information Security Technology

- a. The TO Contractor and/or Subcontractor (as applicable) shall implement administrative, physical and technical safeguards to protect State data that are no less rigorous than accepted industry standards for information security such as those listed below; and shall ensure that all such safeguards, including the manner in which State data is collected, accessed, used, stored, processed, disposed of and disclosed comply with applicable data protection and privacy laws as well as the terms and conditions of this TO Agreement.
- b. The TO Contractor and/or Subcontractor shall at a minimum comply with and adhere to the Maryland Department of Information Technology Security Standards (link: <http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx>) as revised from time to time. TO Contractor shall comply with all such revisions. Offerors shall acknowledge in their technical proposal that they have read and they and any Subcontractors will comply with the requirements contained therein.

2.6.4.2. Information Security Requirements

To ensure sufficient data protection safeguards are in place, the TO Contractor and/or Subcontractor shall at minimum implement and maintain the following at all times. The TO Contractor and/or Subcontractor may augment this list with additional information technology controls.

- a. Establish separate production, training and test environments for systems supporting the LTSS System and ensure that production data is not replicated in in any non-production environment unless it has been previously anonymized or otherwise modified to protect the confidentiality of Sensitive Data elements.
- b. Apply hardware and software hardening procedures as recommended by the manufacturer to reduce the LTSS System's surface of vulnerability. The purpose of system hardening is to eliminate as many security risks as possible. This is typically done by removing all non-essential software programs and utilities from the computer. These procedures may include but are not limited to removal of unnecessary software, disabling or removing of unnecessary services, the removal of unnecessary usernames or logins, and the deactivation of unneeded features in the LTSS System configuration files.
- c. Establish policies and procedures to implement and maintain mechanisms for regular internal vulnerability testing of operating system, application, and network devices supporting the LTSS System. Such testing is intended to identify outdated software versions; missing software patches; device or software misconfigurations; and to validate compliance with or deviations from the TO Contractor and/or Subcontractor's security policy. The TO Contractor and/or Subcontractor shall evaluate all identified vulnerabilities for potential adverse effect on the system's security and integrity and remediate the vulnerability promptly or document why remediation action is unnecessary or unsuitable. DHMH 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.

- d. Where website hosting or Internet access is included as part of the services provided under this TO, the TO Contractor shall conduct regular external vulnerability testing. External vulnerability testing is an assessment designed to examine the TO Contractor's security profile from the Internet without benefit of access to internal systems and networks behind the external security perimeter. The TO Contractor shall evaluate all identified vulnerabilities on Internet-facing devices for potential adverse effect on the system's security and integrity and remediate the vulnerability promptly or document why remediation action is unnecessary or unsuitable. DHMH 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.
- e. Ensure that anti-virus and anti-malware software is installed and maintained on all systems supporting the LTSS System's services; 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.
- f. Enforce strong user authentication and password control measures over the LTSS System to minimize the opportunity for unauthorized system access through compromise of the user access controls. At a minimum, the implemented measures should be consistent with the most current State of Maryland Department of Information Technology's Information Security Policy, including specific requirements for password length, complexity, history, and account logout.
- g. Ensure State data under this service is not processed, transferred, or stored outside of the United States.
- h. Ensure that State data is not comingled with the TO Contractor's other clients' data through the proper application of data compartmentalization security measures. This includes but is not limited to classifying data elements and controlling access to those elements based on the classification and a user's access or security level.
- i. Apply data encryption to protect State data, especially Sensitive Data, from improper disclosure or alteration. Data encryption shall be applied to State data in transit over networks and, where possible, State data at rest within the system; as well as to State data when archived for backup purposes. Encryption algorithms which are utilized for this purpose must comply with current Federal Information Processing Standards (FIPS), "Security Requirements for Cryptographic Modules", FIPS PUB 140-2. Links:
<http://csrc.nist.gov/publications/fips/fips140-2/fips1402.pdf>
<http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm>
- j. Enable appropriate logging parameters on systems supporting the LTSS System to monitor user access activities, authorized and failed access attempts, system exceptions, and critical information security events as recommended by the operating system and application manufacturers as well as information security standards including the current State of Maryland Department of Information Security Policy and Standards.
- k. Retain the aforementioned logs and review them at least daily to identify suspicious or questionable activity for investigation, documenting their cause and perform remediation, if required.

- l. Ensure system and network environments are separated by properly configured and updated firewalls to preserve the protection and isolation of State data from unauthorized access as well as the separation of production and non-production environments.
- m. Restrict network connections between trusted and untrusted networks by physically and/or logically isolating systems supporting the LTSS System from unsolicited and unauthenticated network traffic.
- n. Review at regular intervals the aforementioned network connections, documenting and confirming the business justification for the use of all service, protocols, and ports allowed, including the rationale or compensating controls implemented for those protocols considered insecure but necessary.
- o. Ensure that the TO Contractor personnel shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the State. The TO Contractor shall complete any necessary paperwork as directed and coordinated with DHMH's Contract Monitor to obtain approval by the State to connect TO Contractor -owned equipment to a State LAN/WAN.
- p. The TO Contractor shall adhere to DHMH's Incident Response Protocol and incorporate these actions into the TO Contractor's processes and procedures for addressing information security (refer to Attachment 21 Incident Response Protocol).

2.6.5 TO CONTRACTOR RESPONSIBILITIES

The TO Contractor shall provide staffing and resources to fully supply the following services as identified in Section 2.6 Requirements:

2.6.5.1. Physical Office Requirements

- a. The TO Contractor shall maintain a physical office within the Continental United States.
- b. TO Contractor and subcontractors shall conduct all LTSS project work within the United States and include in the technical proposal all locations where work is to be performed and the nature of the work at each location. TO Contractor shall provide an address, phone number and a contact person for each location.
- c. The TO Contractor shall not process, transfer or store LTSS data under the services of this TO outside of the United States.

2.6.5.2. Testing and Implementation

- a. The TO Contractor shall be required to confirm DHMH deployment approval for all software releases
- b. The TO Contractor shall develop a System Performance Test Plan, executing the appropriate portions of the System Performance Test Plan for software releases and equipment upgrades.
- c. The TO Contractor shall execute deployment activities, actively communicating with DHMH throughout the deployment, including confirmation that the software release has been deployed successfully and is ready for DHMH and or its designee(s) to validate the functionality in the pre-production and production environments
- d. The TO Contractor shall have rollback procedures should the back out of a software release be necessary. These procedures shall include communications, vetting and approval flow

with the involvement of the TO Contractor, DHMH and the Software Development Contractor, as necessary.

- e. The TO Contractor shall closely monitor system performance for a period of time that is appropriate for each software release (i.e. longer for major releases)
- f. TO Contractor may be required to deploy changes outside business hours.

2.6.5.3. Change Control Process

- a. The CCW is a joint group with responsibility for all aspects of the LTSS System. The CCW will maintain a change control tracker.
- b. The TO Contractor shall implement a change control tracking and reporting system that uniquely identifies the TO Contractor-related change control item with a tracking number, brief description, long description, disposition (e.g. pending, approved, deferred, rejected, deployed, etc.), proposed cost, estimate breakdown (i.e. hours and rate by labor category), priority (1-critical, 2-high, 3-medium, and 4-low), rank, reported by, assigned to, key dates (e.g. identified, submitted to DHMH, approved by DHMH, deployed, etc.), notes/comments, and other fields as mutually agreed upon by DHMH and the TO Contractor.
- c. The TO Contractor shall participate in CCW meetings conducted at least once per month or at DHMH's request. The CCW will include DHMH's TO Contract Monitor, DHMH Project Manager and representatives from key stakeholder groups, as unilaterally determined by DHMH. TO Contractor will typically be represented by the TO Contractor Manager as the required CCW member. Other TO Contractor personnel shall be made available, as necessary, to facilitate productive execution of the CCW. If the CCW does not agree on an item's classification as either a change request, clarification of a requirement or a defect, DHMH's determination shall be final.
- d. TO Contractor shall follow Change Control Workgroup (CCW) process to request Technical Solution changes in advance. No change to the Technical Solution shall be implemented without prior DHMH approval of the concept, approach, impact assessment and schedule.
- e. The TO Contractor shall prepare for the CCW by compiling candidate hosting and/or operations related CCW items. The list of candidate CCW items shall include enough information for the CCW to determine if the TO Contractor is required to formally submit a change request for an item.
- f. CCW shall review proposed change requests. If approved, the TO Contractor shall provide a target completion date and provide updates to DHMH's Project Manager on all change requests that are in process.
- g. The TO Contractor shall provide a Change Request Summary that includes the unique tracking number, short description, cost (if applicable), date submitted, date approved, current status, approved date, completion date and any relevant notes or comments. The TO Contractor shall provide a summary of the total cost and quantity of all approved/deployed change requests. "No Cost" change requests are also to be submitted for review and approval by the TO Contractor.
- h. For all change control items that are implemented, the TO Contractor shall provide a thirty (30) calendar day post-launch warranty period, where the change request is free of defects, prior to billing for the item. Significant defects addressed during the warranty period reset the warranty period, based on the time they are fixed and implemented.

2.6.5.4. LTSS System's Code Library

- a. The TO Contractor shall receive from the Software Development Contractor the compiled code and all associated documentation (including release notes and any deployment procedures) for the LTSS applications software and maintain in a code library.
- b. The TO Contractor shall coordinate with the Software Development Contractor for the transfer of releases and release documentation for each software release.
- c. The TO Contractor shall ensure the code is not made available to any party other than DHMH, without DHMH's written approval.
- d. The TO Contractor is responsible for labeling all documentation and code with the appropriate release numbering.

2.6.5.5. Additional Responsibilities

- a. TO Contractor shall provide timely and thorough response to Corrective Action Plans (CAPs), as required by DHMH, including completion of remediation tasks identified in the CAP and/or TO Contractor's response to the CAP, which could be initiated to remedy a contractual or TO Contractor performance issue or as an outcome from an IV&V or other review.
- b. End-of-Contract Transition: DHMH requires TO Contractor to collaborate with a successor Contractor over a ninety (90) day transition period. TO Contractor shall provide the End of Contract Transition Plan within four (4) months before the end of the TO Agreement term to ensure a quality, smooth, efficient, and timely data transition to the DHMH or DHMH's agents prior to the end of the TO Agreement. Near the end of the TO Agreement term, at a time requested by DHMH, the TO Contractor shall support end-of-contract transition efforts with technical, business, and project support.

2.6.6 TO CONTRACTOR PERSONNEL DUTIES AND RESPONSIBILITIES

At a minimum, TO Contractor personnel under this TORFP shall perform the following:

A) Recurring Daily / Weekly / Monthly Duties

Typical recurring duties may include:

1. Operations:

- i. Project management meetings
- ii. Coordination and communications with DHMH and the Software Development Contractor
- iii. CCW meetings
- iv. Tier 1 Help Desk
- v. Tier 2 Help Desk for O&M tickets
- vi. Software release deployment activities
- vii. Operations tasks
- viii. Troubleshooting
- ix. COTS patch installation
- x. Continuous improvement of performance and operations
- xi. Claims file processing
- xii. Batch transaction processing
- xiii. Interface file processing
- xiv. End-user support
- xv. Activity reporting

- xvi. O&M Issues & risks management
 - xvii. Other duties as assigned
 - xviii. Support transition in and out tasks
2. Hosting:
- i. Data back-ups
 - ii. System security
 - iii. Monitoring system performance
 - iv. Hosting facilities management
 - v. Virus scans
 - vi. Hardware & software procurement
 - vii. System Performance Test Plan execution
 - viii. Support transition in and out tasks
 - ix. Other duties as assigned

2.6.7 SERVICE LEVEL AGREEMENT (SLA)

A) Liquidated Damages

1. Time is an essential element of the TO and it is important that the work be vigorously prosecuted until completion. For work that is not completed within the time(s) specified elsewhere in the TO, the TO Contractor shall be liable for liquidated damages in the amount(s) provided for in the TO Agreement, provided, however, that due account shall be taken of any adjustment of specified completion time(s) for completion of work as granted by approved change orders and/or Work Orders.
2. The parties agree that any assessment of liquidated damages shall be construed and treated by the parties not as imposing a penalty upon the TO Contractor, but as liquidated damages to compensate the State for the TO Contractor's failure to timely complete TO work, including Work Orders.
3. Notwithstanding the use of liquidated damages, DHMH reserves the right to terminate the TO Agreement and exercise all other rights and remedies provided in the TO Agreement or by law.
4. 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.
5. For purposes of SLA credit calculation, Monthly Fees are defined as the charges invoiced during the month of the breach for the monthly fixed services as set forth in Attachment 1, Price Sheet. For operations, this is the "Monthly Operations" line. For Start-up, this is the "Start-up Period" line, and hosting this is the "Monthly Managed Hosting" line.

B) SLA Effective Date (SLA Activation Date)

- 1) SLAs set forth herein shall be in effect beginning with the commencement of monthly services as of the completion of the Start-up Period. The TO Contractor shall be responsible for complying with all performance measurements, and shall also ensure compliance by all Subcontractors.
- 2) 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 Fees.

C) Credit for Failure to Meet SLA

1. The TO Contractor shall provide monthly reports that demonstrate its compliance with each stated SLA set forth herein.
2. The TO Contract Monitor or designee will monitor and review Contractor performance standards on a monthly basis, based on Contractor-provided reports for this Task Order. The TO Contractor shall provide a monthly summary report for SLA performance via e-mail to the TO Manager.
3. If any of the performance measurements are not met during the monthly reporting period, the TO Contract Monitor or designee will notify the TO Contractor of the standard that is not in compliance.
4. TO Contractor’s failure to meet an SLA will result in a credit, as liquidated damages and not as a penalty, to the Monthly Fees payable by the State during the month of the breach. The State, at its option for the amount due the State as liquidated damages, may deduct such from any money payable to the TO Contractor or may bill the TO Contractor as a separate item. In the result of a catastrophic failure affecting the entire system, all affected SLAs shall be credited to the State.

Example: If the Monthly Fee 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 Fee of \$96,000. . In no event shall the aggregate of all SLA credits paid to the State in any calendar month exceed 50% of the Monthly Fees.

5. The reductions will be cumulative for each missed service requirement. For example, if LTSS System Availability is measured at 99%, the resulting failure to meet stated SLA # 2.6.7.11 for LTSS System Availability – LTSS & ISAS modules of 99.75% and 99.25% will result in a 2% credit for failure to meet 99.75% plus an additional 2% credit for failure to meet 99.25%, totaling a 4% credit against the Monthly Fees for that month.
6. Exception for Start-up Period: SLA #2.6.7.14 shall not be computed as a credit against the Monthly Fees, but shall instead be computed as a credit against the Start-up Period Fixed Fee set forth in Attachment 1 Price Sheet.

D) Repeated Failures

1. In the event of repeated violations of a single SLA measure, or multiple failures across SLA measures over two consecutive months, the State reserves the right to renegotiate SLA measures and/or escalate the applicable reductions by 50% of the stated liquidated damages after non-responsiveness. Repeated violations may be grounds for Termination for Cause.
2. If the same SLA measurement yields an SLA credit more than once, the Contractor shall conduct a root cause analysis. Such root cause analysis shall be provided within 30 days of the second breach, and every breach thereafter.

E) The TO Contractor is expected to meet the following Service Levels:

Operations SLAs:

Operations SLA credit is applied to the Monthly Operations line of the Attachment 1 Price Sheet.

ID #	Service Requirement	Measurement	SLA	SLA Credit
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ID #	Service Requirement	Measurement	SLA	SLA Credit
2.6.7.1	Problem Resolution Time - High	Resolution Time for each High Priority Problem Problem resolution time is defined as the period of time from when the Help Desk ticket is opened to when it is properly resolved. Section 2.6.1.6 defines high, normal and low priority.	98% <4 hours	1%
2.6.7.2	Problem Resolution Time - Normal	Resolution Time for Normal Priority Problems	98% <24 hours	1%
2.6.7.3	Problem Resolution Time - Low	Resolution Time for Low Priority Problems	98% <72 hours	1%
2.6.7.4	Help Desk Operations – Daily Email & Voicemail	Time for Help Desk to Create a Ticket for Email & Voicemail (90% goal)	90% <1 business day	2%
2.6.7.5	Help Desk Operations – Backlog Email & Voicemail	Time for Help Desk to Create a Ticket for Email & Voicemail (98% goal)	98% <3 business days	2%
2.6.7.6	Claims Operations – Claims Payment Cycles	100% of payments cycles shall be submitted for processing on time. Provider and case worker payment cycles are treated as separate occurrences. Payment cycles occur every other week, resulting in 4 or 6 cycles per month. Currently, DHMH’s claims payment cutoff is 3:00 PM EST each Thursday, unless DHMH issues guidance for a deviation to the schedule due to holiday schedule or other need.	Per occurrence (4-6 per month)	2%

Hosting SLAs:

Hosting SLA credit is applied to the Monthly Managed Hosting line of the Attachment 1 Price Sheet.

ID #	Service Requirement	Measurement	SLA	SLA Credit
2.6.7.8	LTSS System Availability – LTSS & ISAS modules	The LTSS System shall be available 24X7X365, unless DHMH approves scheduled downtime for maintenance. All	<99.75%	2%
			<99.25%	+2%
			98.75%	+3%
			<98.25%	+3%

ID #	Service Requirement	Measurement	SLA	SLA Credit
		<p>application functionality and accessibility shall be maintained at 99.75% uptime performance levels. Contractor shall minimize or eliminate unscheduled network downtime to .25% or less.</p> <p>LTSS System Availability is measured from the time of the outage to either module – LTSS and/or ISAS (including IVR). Scheduled maintenance that is pre-approved by DHMH as requiring an outage does not count against uptime. Slowness of the LTSS System, as described in 2.6.7.12, shall be considered against uptime should the issue persist 24 hours or longer.</p> <p>The SLA Credits for this Measurement are aggregated, i.e. each lower level of failure adds the stated additional percentage (for a maximum 10% credit at the lowest level).</p>		
2.6.7.9	LTSS System’s Response Time Issue Resolution	<p>System response time issues shall be resolved within four (4) hours of confirmation that the issue is related to hosting that is within the TO Contractor’s purview. The LTSS System’s on-line transactions shall be processed within one (1) second of the established response time baseline for transactions that do not change data and transmitted within a three (3) seconds of the established response time baseline for transactions that do change data.</p> <p>The baseline response time shall be established prior to Go-live, refer to Section 2.6.2.26 for how the baseline shall be established. Response time is measured on an ad hoc basis when requested by</p>	<4 hours	1%
			<12 hours	+1%
			<24 hours	+3%
			>24 hours	+5% credit

ID #	Service Requirement	Measurement	SLA	SLA Credit
		<p>DHMH. The response time test script shall be processed by the Help Desk, monitored by TO Contractor and DHMH.</p> <p>The SLA Credits for this Measurement are aggregated, i.e. each lower level of failure adds the stated additional percentage (for a maximum 10% credit at the lowest level).</p> <p>As determined through Root Cause Analysis (RCA), the following may be excluded from the SLA:</p> <ul style="list-style-type: none"> a. On-line reports b. Ad hoc reports/queries c. Defects and/or inefficient custom LTSS System software, as confirmed by DHMH d. Transactional database application design and/or construction e. Database replication-related issues (i.e. from transactional to reporting database) 		
2.6.7.10	LTSS System Recovery	<p>In the event of a declared disaster the recovery time objective of the LTSS system is forty-eight (48) hours. The system should be fully operation and available.</p> <p>The SLA Credits for this Measurement are aggregated, i.e. each lower level of failure adds the stated additional percentage (for a maximum 50% credit at the lowest level).</p>	<p><48 hours</p> <p><72 hours</p> <p><96 hours</p>	<p>10%</p> <p>+15%</p> <p>+25%</p>

Start-up Period SLA:

Start-up SLA credit is applied to the Start-up Period line of the Attachment 1 Price Sheet.

ID #	Service Requirement	Measurement	SLA	SLA Credit
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ID #	Service Requirement	Measurement	SLA	SLA Credit
2.6.7.11	LTSS System Cutover – Over 90 calendar days	<90 calendar days LTSS System shall be cutover from the current O&M Contractor to the TO Contractor.	Each calendar day beyond 90 days	1%

2.6.8 BACKUP / COOP REQUIREMENTS (Hosting Requirements)

As part of the Hosting activities provided under this Task Order, the TO Contractor shall furnish the following:

ID #	Backup and COOP	Associated Deliverable ID # from Section 2.8.4
2.6.8.1	TO Contractor shall provide all necessary planning and activities necessary to ensure continued LTSS System operations in accordance with the SLAs set forth in Section 2.6.7.	
2.6.8.2	TO Contractor shall document all backup and disaster recovery procedures in a continuity of operations (COOP) plan.	
2.6.8.3	The COOP Plan shall be updated no less than once annually, and within ten (10) days of a significant change in operations that impact backups, disaster recovery, or other COOP procedures.	
2.6.8.4	TO Contractor shall provide the COOP Plan in hard and soft copy to DHMH and shall provide DHMH with up-to-date copies within ten (10) business days whenever changes are required.	2.8.4.4 & 2.8.4.10
2.6.8.5	The COOP Plan shall include: <ul style="list-style-type: none"> a. Objectives of the Plan b. What situations and conditions are covered by the Plan c. Disaster declaration process d. Executing the COOP Plan e. Technical considerations f. Roles and responsibilities of Contractor staff g. How and when to notify the Department’s Contract Monitor h. Recovery procedures (disaster recovery) i. Data backup, to include: <ul style="list-style-type: none"> i. the configuration of online backup procedures, ii. the configuration of export procedures, iii. the configuration of import procedures, iv. maintenance of archived data, v. scheduling and performance of backups, vi. monitoring of backup logs, and vii. the recovery of databases with their required structures and objects. 	2.8.4.10

ID #	Backup and COOP	Associated Deliverable ID # from Section 2.8.4
	<ul style="list-style-type: none"> viii. secure off-site storage of all critical transactions and data j. Procedures for deactivating the COOP Plan 	
2.6.8.6	TO Contractor shall provide in the COOP Plan contact information for key personnel that can be contacted and reachable 365X24X7, for COOP purposes.	2.8.4.4 & 2.8.4.10
2.6.8.7	The COOP Plan shall be approved by DHMH's Project Manager and include the restoration of the site, in its entirety, from stored backups.	2.8.4.4 & 2.8.4.10
2.6.8.8	TO Contractor shall provide (and describe in its proposal) a secondary site sufficient for fully supporting the LTSS System in the even the primary site is disabled, including Uninterruptable Power Source (UPS), voice, data and telecommunications circuit is provisioning.	2.8.4.4 & 2.8.4.10
2.6.8.9	TO Contractor shall perform backups of all servers at on a regular basis according to industry standards. This shall include daily incremental backups and full weekly backups of all volumes of servers.	2.8.4.4 & 2.8.4.10
2.6.8.10	TO Contractor shall provide current, historical, and archived data, tables, and files in the systems shall be protected in an off-site location approved by DHMH to mitigate the risk of a natural or man-made disaster.	2.8.4.4 & 2.8.4.10
2.6.8.11	TO Contractor shall ensure that all back-up files are encrypted. The key for encryption shall not be stored with the system backup files and data. The encryption process shall be performed and verified prior to shipping the files and data backups off-site. DHMH reserves the right to audit the back-up process at its discretion.	2.8.4.4 & 2.8.4.10
2.6.8.12	TO Contractor shall perform an annual COOP Test, involving the loading and recovery of the data backup media and shall include, at a minimum, the verification of data integrity.	2.8.4.4 & 2.8.4.10
2.6.8.13	TO Contractor shall execute COOP Test at no additional cost to DHMH. DHMH reserves the right to waive part or all or the demonstration. In the event TO Contractor's demonstration fails to meet the stated goals and objectives of the demonstration, TO Contractor shall continue to execute the demonstration until satisfactory to DHMH, at no additional cost.	2.8.4.10 & 2.8.4.16
2.6.8.14	TO Contractor shall perform an annual review of the DR data center procedures for all off-site storage and validation of security procedures. A report of the DR data center review shall be submitted within fifteen (15) business days of the	2.8.4.4 & 2.8.4.10

ID #	Backup and COOP	Associated Deliverable ID # from Section 2.8.4
	review. DHMH reserves the right to inspect the DR data center at any time with 24-hour notification.	
2.6.8.15	TO Contractor shall provide check point/restart capabilities and other features necessary to ensure reliability and recovery, including telecommunications for voice and data circuits in the event of a disaster. These checkpoint/restart capabilities shall be documented in the COOP Plan.	2.8.4.4 & 2.8.4.10
2.6.8.16	TO Contractor shall provide detailed instructions for installation and recovery of the system including operating system, applications, voice, data and Help Desk.	2.8.4.4 & 2.8.4.10
2.6.8.17	TO Contractor shall include detailed instructions for the rotation to the off-site facility. Procedures shall be specified for updating off-site materials.	2.8.4.4 & 2.8.4.10

2.6.9 REQUIREMENTS FOR HARDWARE, SOFTWARE, AND MATERIALS

TO Contractor shall provide all necessary COTS software, hardware and networking technologies to provide managed hosting services for DHMH’s LTSS system. The State does not intend to own the hardware or COTS software licenses. The LTSS System’s compiled code shall be provided by DHMH and installed by the TO Contractor. The Software Development Contractor shall provide software release packages for the TO Contractor to deploy in pre-production and production environments. The current LTSS system technical solution is provided in Attachment 20.

2.6.10 REQUIREMENTS FOR TECHNICAL ARCHITECTURE RECOMMENDATIONS

Offerors shall propose an architecture that best supports the current LTSS System while allowing the TO Contractor to meet the service level metrics in Section 2.6.7.

Throughout the course of the TO, DHMH is interested in suggestions from the TO Contractor regarding alternative architectures that would support LTSS while also achieving other objectives, such as reduced reliance on technologies that are nearing obsolescence or a have limited pool of knowledgeable resources.

2.7 PERFORMANCE AND PERSONNEL

2.7.1 WORK HOURS

- A. Business Hours Support: The TO Contractor’s collective assigned personnel shall support DHMH’s core business hours (7:00 AM to 6:00 PM Eastern Standard Time), Monday through Friday except for State holidays, Service Reduction days, and Furlough days observed by the DHMH. TO Contractor personnel may also be required to provide occasional support outside

of core business hours, including evenings, overnight, and weekends, to support: specific efforts and emergencies to resolve system repair or restoration.

- B. Help Desk Hours: The Help Desk has supports two types of users – LTSS and ISAS. Provide Help Desk services, Monday through Friday, excluding State observed holidays (note that Help Desk is expected to be in operation during Service Reduction days and Furlough days), during the following hours:
 - a. Regular business hours, 9:00 a.m. to 5:00 p.m. Eastern Standard Time, for the LTSS Help Desk.
 - b. Extended business hours, 6:00 a.m. to 8:00 p.m. Eastern Standard Time, for the ISAS Help Desk.
- C. Scheduled Non-Business Hours Support: After hours support may be necessary to respond to IT Security emergency situations. Additionally, services may also involve some evening and/or weekend hours performing planned system upgrades in addition to core business hours. Hours performing system upgrades would be billed on actual time worked at the rates proposed.

2.7.2 DIRECTED PERSONNEL REPLACEMENT

- A. The TO Manager may direct the TO Contractor to replace any TO Contractor Personnel who, in the TO Manager’s opinion, 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, or Contract or Task Order requirements. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation, as described in Section 2.7.2.C. If after such remediation the TO Manager determines that the personnel performance has not improved to the level necessary to continue under the Task Order, if at all possible at least fifteen (15) days notification by the TO Manager of a directed replacement will be provided. However, if the TO Manager deems it necessary and in the State’s best interests to remove the TO Contractor Personnel with less than fifteen (15) days’ notice, the TO Manager can direct the removal in a timeframe of less than fifteen (15) days, including immediate removal.
- B. In circumstances of directed removal, the TO Contractor shall 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.
- C. If deemed appropriate in the discretion of the TO Manager, the TO Manager shall give written notice of any personnel performance issues to the TO Contractor, describing the problem and delineating the remediation requirement(s). The TO Contractor shall provide a written Remediation Plan within three (3) days of the date of the notice and shall implement the Remediation Plan immediately upon written acceptance by the TO Manager. If the TO Manager rejects the Remediation Plan, the TO Contractor shall revise and resubmit the plan to the TO Manager within five (5) days, or in the timeframe set forth by the TO Manager in writing.
- D. Should performance issues persist despite the approved Remediation Plan, the TO Manager will give written notice of the continuing performance issues and either request a new Remediation Plan within a specified time limit or direct the substitution of TO Contractor

Personnel whose performance is at issue with a qualified substitute, including requiring the immediate removal of the TO Contractor Personnel at issue.

- E. Replacement or substitution of TO Contractor Personnel under this section shall be in addition to, and not in lieu of, the State's remedies under the Task Order or which otherwise may be available at law or in equity.

2.7.3 SUBSTITUTION OF PERSONNEL

2.7.3.1 PRIOR TO TASK ORDER EXECUTION

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

An Extraordinary Personnel Event – means Leave under the Family Medical Leave Act; or an incapacitating injury or incapacitating illness; or other circumstances that in the sole discretion of the State warrant an extended leave of absence, such as extended jury duty or extended military service.

2.7.3.2 SUBSTITUTION AFTER TASK ORDER EXECUTION

The procedure for substituting personnel after Task Order execution is as follows:

- A) The TO Contractor may not substitute personnel without the prior approval of the TO Contract Monitor.
- B) To replace any personnel, the TO Contractor shall submit resumes of the proposed individual specifying the intended approved labor category. Any proposed substitute personnel shall have qualifications equal to or better than those of the replaced personnel.
- C) Proposed substitute individual shall be approved by the TO Contract Monitor. The TO Contract Monitor shall have the option to interview the proposed substitute individual. After the interview, the TO Contract Monitor shall notify the TO Contractor of acceptance or denial of the requested substitution.

2.7.4 PREMISES AND OPERATIONAL SECURITY

- A) Prior to commencement of work, TO Contractor employees and subcontractors to be assigned to perform work under the resulting TO Agreement shall be required to submit background check certification to DHMH from recognized Law Enforcement Agencies, including the FBI. TO Contractor shall be responsible for ensuring that its employees' and subcontractors' background check certifications are renewed annually, and at the sole expense to the TO Contractor. DHMH reserves the right to disqualify any TO Contractor

employees or subcontractors whose background checks suggest conduct, involvements, and/or associations that DHMH determines, in its sole discretion, may be inconsistent with the performance and/or security requirements set forth in this TORFP. DHMH reserves the right to perform additional background checks on TO Contractor and subcontractor employees.

- B) Further, TO Contractor Personnel may be subject to random security checks during entry and exit of State secured areas. The State reserves the right to require TO Contractor employees and subcontractors to be accompanied while on secured premises.
- C) TO Contractor employees shall, while on State premises, display their State issued identification cards without exception.
- D) TO Contractor shall require its employees to follow the State of Maryland and DHMH IT Security Policy and Standards throughout the term of the TO Agreement.
- E) The State reserves the right to request that the TO Contractor submit proof of employment authorization of non-United States citizens, prior to commencement of work under the Task Order.
- F) TO Contractor shall remove any TO Contractor Personnel from working on the resulting TO Agreement where the State of Maryland provides evidence to the TO Contractor that said employee has not adhered to the security requirements specified herein.

DHMH will update TO Contractor of the completion of TO Contractor Personnel checks at TO Contractor's request.

2.8 DELIVERABLES AND REPORTS

2.8.1 DELIVERABLE SUBMISSION

For every deliverable, the TO Contractor shall submit by e-mail an Agency Deliverable Product Acceptance Form (DPAF), provided as Attachment 9, to the DHMH Project Manager in MS Word (2007 or greater).

Unless specified otherwise, written deliverables shall be compatible with Microsoft Office, Microsoft Project and/or Microsoft Visio versions 2007 or later. At the DHMH Project Manager's discretion, the DHMH Project Manager may request one hard copy of a written deliverable.

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

For any written deliverable, the DHMH Project Manager may request a draft version of the deliverable, to comply with the minimum deliverable quality criteria listed in Section 2.8.3. Drafts of each final deliverable, except status reports, are required at least two weeks in advance of when the final deliverables are due (with the exception of deliverables due at the beginning of the project where this lead time is not possible, or where draft delivery date is explicitly specified). Draft versions of a deliverable shall comply with the minimum deliverable quality criteria listed in Section 2.8.3.

2.8.2 DELIVERABLE ACCEPTANCE

A final deliverable shall satisfy the scope and requirements of this TORFP for that deliverable, including the quality and acceptance criteria for a final deliverable as defined in Section 2.8.4 Deliverable Descriptions/Acceptance Criteria.

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

For every deliverable, the DHMH Project Manager will issue to the TO Contractor a notice of acceptance or rejection of the deliverable in the DPAF (Attachment 9). Following the return of the DPAF indicating “Accepted” and signed by the DHMH Project Manager, the TO Contractor shall submit a proper invoice in accordance with the procedures in Section 2.13.

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

At the DHMH Project Manager’s discretion, subsequent project tasks may not continue until deliverable deficiencies are rectified and accepted by the DHMH Project Manager or the DHMH Project Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks.

2.8.3 MINIMUM DELIVERABLE QUALITY

The TO 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.

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

All deliverables are to be sent via email in electronic format to the DHMH Project Manager by the delivery date defined for each item. At the sole discretion of DHMH, delivery dates may be adjusted to

accommodate extenuating circumstances. TO Contractor shall provide a written request to modify a delivery due date, which to which the DHMH Project Manager will provide confirmation if acceptable. Draft deliverables may be requested by the DHMH Project Manager prior to the delivery date to ensure the TO Contractor is on the right track in fulfilling the criteria of the deliverable.

The TO Contractor may suggest other subtasks, artifacts, or deliverables to improve the quality and success of the assigned tasks. NOTE: From time-to-time, updates beyond the initial delivery date to some deliverables may be deemed necessary and shall be performed by the TO Contractor at no additional cost.

Start-up Period Deliverables:

ID	Deliverable Description	Acceptance Criteria	Due Date / Frequency
2.8.4.1	Kick Off Meeting	Format: Microsoft Word 2007 Agreed upon agenda and presentation materials in Microsoft Office formats for kick-off meeting. The kick-off meeting materials shall cover: <ol style="list-style-type: none"> a. Introduction of personnel from the TO Contractor team and DHMH b. Review of work plan c. Discussion of assumptions, risks and issues d. Logistics for communications e. Additional topics as determined necessary 	Within five (5) business days of Notice to Proceed (NTP)
2.8.4.2	Beginning of Contract Transition Plan	Format: Microsoft Word 2007 Includes a planned approach for transitioning all contract activities within the specified ninety (90) calendar day timeframe. The plan shall include the TO Contractor's: <ol style="list-style-type: none"> a. Proposed approach b. Tasks, subtasks, and schedule for activities c. Organizational Governance Chart d. Project Team Organization Chart e. Contract list of all key personnel and executives involved in the project f. A high-level timeline that encompasses all major project-related activities g. Identification of any potential risks or issues to timely implementation, and proposed mitigations h. A detailed description of a process for review, revision, and approval of all deliverables and project artifacts to be approved by DHMH 	Within ten (10) business days of NTP
2.8.4.3	Project Management Plan (PMP) & Project Work	Format: Microsoft Word 2007 (PMP); Microsoft Project 2007 (Project Work Plan) The PMP shall meet the requirements set out in Sections 2.6.2.5 and fully in accordance with required State	Initially, within twenty (20) business days of NTP Updates to the

ID	Deliverable Description	Acceptance Criteria	Due Date / Frequency
	Plan	SDLC Methodology.	Project Work Plan bi-weekly thereafter
2.8.4.4	Technical Operations Plan	<p>Format: Microsoft Word 2007; Visio 2007 (diagrams and schematics)</p> <p>TO Contractor shall have technical infrastructure networked with the Software Development Contractor's infrastructure. To support networking and integration, the TO Contractor shall provide a technical architecture (hardware, software, net gear, etc.) schematic of its technical infrastructure, roles and responsibilities of staff, methods and procedures for maintenance and operations of TO Contractor's technical infrastructure, and communications protocols. At a minimum, the Technical Operations Plan shall include:</p> <ol style="list-style-type: none"> a. Technical Architecture Schematic b. Systems Monitoring c. Patch Management d. Maintenance Schedule e. Points-of-contact and Backups f. Technical Support g. Security h. HIPAA Compliance i. Database Replication j. Ad Hoc Reporting Repository k. Licensing and Warranty Tracking for Hardware and COTS Software l. Certificate Expiration Date Tracking m. Other items as mutually agreed upon 	Within twenty (20) business days of NTP
2.8.4.5	Help Desk Operations Plan	<p>Format: Microsoft Word 2007</p> <p>TO Contractor shall include in their proposal their approach for Help Desk operations. Within twenty (20) business days of NTP, TO Contractor shall provide their detailed plan for Help Desk Operations, including:</p> <ol style="list-style-type: none"> a. Help Desk infrastructure (hardware & software) b. Staffing plan c. Metrics and key performance indicators (KPIs) d. System response time test script execution e. Knowledgebase maintenance f. Continuous improvement approach g. Escalation protocol h. Contact information 	Within twenty (20) business days of NTP

ID	Deliverable Description	Acceptance Criteria	Due Date / Frequency
		i. Other items as mutually agreed upon	
2.8.4.6	Claims & Interfaces Operations Plan	Format: Microsoft Word 2007 Within twenty (20) business days of NTP, TO Contractor shall provide its detailed plan for Claims & Interfaces Operations, including: <ul style="list-style-type: none"> a. Claims process flow b. Claims reconciliation process and reporting c. Claims balancing reporting d. Batch transaction processing e. Batch schedule with timing and duration information f. Metrics and key performance indicators (KPIs) g. Interface matrix, listing each interface, source and destination, format, frequency, description, points-of-contact, etc. h. Continuous improvement approach i. Escalation protocol j. Contact information k. Other items as mutually agreed upon 	Within twenty (20) business days of NTP
2.8.4.7	Defects Tracker	Format: Microsoft Excel 2007 List of known technical solution defects by tracking number, severity, brief description, disposition and target implementation date (required for 1 – Critical and 2 – High defects, optional for 3 – Medium and 4 – Low defects).	Initial tracker within twenty (20) business days of NTP
2.8.4.8	Technical Infrastructure Test Master Plan	Format: Microsoft Word 2007 Microsoft Word document that provides the Technical Infrastructure Test Master Plan fully in accordance with required State SDLC Methodology. At a minimum, the Technical Infrastructure test process shall address performance (including baseline system response time), load and stress on all impacted system components. Technical Infrastructure testing shall be executed prior to the “go live” (i.e. cutover from legacy O&M Contractor to TO Contractor).	Within twenty (20) business days of NTP
2.8.4.9	LTSS Code Library Management Plan	Format: Microsoft Word 2007 The LTSS Code Library Management Plan describes the TO Contractor’s approach, tools, coordination with the Software Development Contractor, and roll back procedures should a software deployment require reverting to a prior version of the LTSS software.	Within twenty (20) business days of NTP

ID	Deliverable Description	Acceptance Criteria	Due Date / Frequency
2.8.4.10	COOP Plan	<p>Format: Microsoft Word 2007</p> <p>The COOP shall describe the TO Contractor's protocols, including communications with DHMH, for interruptions in normal business operations.</p> <p>The COOP shall include a section describing Disaster Recovery processes, methodology, resources and key performance metrics. This section shall explain how the TO Contractor will mitigate downtime and ensure COOP protocols are in place for the LTSS System and the TO Contractor's hosting and operations.</p> <p>See Section 2.6.8 Backup / COOP for Coop Plan contents</p>	<p>Within thirty (30) business days of NTP</p> <p>Within ten (10) days of a change, annual updates at a minimum.</p>
2.8.4.11	Hosting and Operations Cutover Readiness Meeting	TO Contractor shall hold a meeting during which the TO Contractor shall present its readiness for cutover and certify that the hosting and operations cutover is ready for Go-Live.	Within ninety (90) calendar days of NTP
2.8.4.12	Hosting and Operations Cutover	TO Contractor shall certify that the hosting and operations cutover is completed. The LTSS system is "Live" on the TO Contractor's technical infrastructure and O&M tasks and responsibilities are under their purview. LTSS system shall be fully operational, including all technical components (e.g. web-based, IVR, toll-free numbers, etc.) and connectivity for interfaces and claims processing. Hosting and operations cutover requires DHMH's approval prior to TO Contractor exiting the Start-up Period phase.	Within ninety (90) calendar days of NTP

Deliverables for Each Software Release Deployment or Technical Solution Change:

ID	Deliverable Description	Acceptance Criteria	Due Date / Frequency
2.8.4.13	Detailed Deployment Strategy and Work Plan	<p>Format: Microsoft Word 2007 and Microsoft Project 2007 (work plan)</p> <p>Description of activities, processes, roles, responsibilities, rollback procedures and hour-by-hour timeframes of the deployment of a "go live" and/or Major Software Release. Contact information of all key personnel involved in the deployment, including decision-making personnel is mandatory.</p>	Within ten (10) business days prior to software release "go live" or in an alternate timeframe as deemed necessary by

ID	Deliverable Description	Acceptance Criteria	Due Date / Frequency
			DHMH
2.8.4.14	System Documentation Updates	Format: Microsoft Word 2007 Updates to Technical Manuals and other reference material related to hosting and operations.	Within five (5) business days prior to “go live”
2.8.4.15	Help Desk Training and Knowledgebase Updates	Format: Microsoft Word 2007 or PowerPoint 2007 The Software Development Contractor is responsible for providing release notes and, in some cases, training to the Help Desk on each software release. The TO Contractor shall collaborate with the Software Development Contractor and implement the updates to the knowledge base, including updates scripts for the Help Desk staff.	Within five (5) business days prior to “go live”

Additional Deliverables:

ID	Deliverable Description	Acceptance Criteria	Due Date / Frequency
2.8.4.16	Annual COOP Test	Format: Microsoft Word 2007, Excel 2007 and Microsoft Project 2007 (work plan) On an annual basis, the TO Contractor shall conduct a test of its COOP plan, including disaster recovery. COOP Test Plan – Shall contain information that defines tasks, roles & responsibilities, timelines, communications, verification process and goals and objectives of the Annual COOP Test. COOP Test Plan – within ten (10) business days prior to start of the COOP Test. The Annual COOP Test includes three components – the test plan, the execution and the after-action report. COOP Test After Action Report – identifies the results of the Annual COOP Test, including areas for improvement and recommended changes. COOP Test After Action Report – within ten (10) business days after the conclusion of the test.	Conducted annually, at least twenty (20) business days prior to the end of the TO Agreement year.
2.8.4.17	End of Contract Transition Plan	Format: Microsoft Word 2007 Defines tasks, roles & responsibilities, timelines, communications, and processes to transition TO Contractor’s activities to a new contractor, DHMH or other party identified by DHMH.	Within four (4) months before end of contract term

2.8.5 REPORTS

ID	Deliverable Description	Acceptance Criteria	Due Date / Frequency
2.8.5.1	Monthly Performance Report	<p>Format: Microsoft Word 2007 and Excel 2007</p> <p>TO Contractor shall provide a Monthly Performance Report that includes the following sections:</p> <ul style="list-style-type: none"> a. Database Metrics and Performance b. Technical Solution Metrics and Performance c. Claims, Batch Transaction and Interfaces Operations (summary of the claims and interface file activity, balance reports and reconciliation reports as described in Sections 2.6.1.1 and 2.6.1.2) d. Help Desk Operations e. SLA compliance <p>TO Contractor shall describe in the proposal the types of information to be available for the Monthly Performance Report. Performance and operations information should be collected and made available as needed and upon request by the State. The State reserves the right to require TO Contractor to provide certain performance and/or operations information on a more frequent basis than monthly.</p>	Every month by the 5th business day of the following month
2.8.5.2	Monthly Progress Reports	<p>Format: Microsoft Word 2007</p> <p>Document coordinated with monthly schedule updates. The Monthly Progress Reports shall include:</p> <ul style="list-style-type: none"> a. Updated deliverables tracking matrix b. Updated Issues / Risks reporting c. Project financial update, based on deliverables d. Updated staffing plan e. Project performance reporting with metrics for schedule, budget, staffing, quality and scope f. Other items as mutually agreed upon 	Every month by the 5th business day of the following month
2.8.5.3	Monthly SLA reports	Any additional reports necessary to demonstrate meeting the SLAs set forth in Section 2.6.7.	Every month by the 5th business day of the following month

2.9 MINIMUM QUALIFICATIONS

2.9.1 OFFEROR'S COMPANY MINIMUM QUALIFICATIONS

Only those Master Contractors that fully meet all minimum qualification criteria shall be eligible for TORFP proposal evaluation. The Master Contractor's proposal and references will be used to verify minimum qualifications.

Subcontractor qualifications may be used to demonstrate meeting company minimum qualifications only for those qualifications specifically marked below.

The Master Contractor's proposal shall demonstrate meeting the following minimum requirements:

- 1) Master contractor or subcontractor shall have at least two (2) years of demonstrated experience providing Tier 1 Help Desk support services to U.S. based commercial or government entities with at least 1,000 end-users at one entity. In addition, the engagement must meet the following criteria:
 - i) The engagement must have lasted at least a year; and
 - ii) The Offeror must have provided at least four (4) full-time personnel
 - iii) The engagement must have ended within the last seven (7) years.
- 2) Master contractor shall have at least three (3) years of demonstrated experience providing web-based application services hosting to U.S. based commercial or government entities. In addition, the engagement must meet the following criteria:
 - i) The engagement must have lasted at least one (1) year; and
 - ii) The engagement must have included web-based applications for a highly-available technical solution; and
 - iii) At least one (1) year of an IVR component to the technical solution; and
 - iv) The engagement must have ended within the last seven (7) years.
- 3) Master contractor or subcontractor shall have at least one (1) engagement that demonstrates experience providing claims file processing support for one healthcare claims system that is similar in size and scope as the LTSS operations. In addition, the engagement must meet the following criteria:
 - i) The engagement must have lasted at least one (1) year; and
 - ii) The engagement must include the support of HIPAA X12 transactions; and
 - iii) The engagement must include data exchanges with external systems, such as described in section 2.6.1.1; and
 - iv) The engagement must have ended within the last seven (7) years.

2.9.2 OFFEROR'S PERSONNEL MINIMUM QUALIFICATIONS

Only those Master Contractors supplying key proposed personnel that fully meet all minimum qualification criteria shall be eligible for TORFP proposal evaluation.

Master Contractors may only propose **four (4) named personnel** in response to this TORFP. All other planned positions shall be described generally in the Staffing Plan, and may not be used as evidence of fulfilling company or personnel minimum qualifications.

Job Description	Minimum Qualifications
Project Manager	<p>Education:</p> <ul style="list-style-type: none"> a. Bachelor’s Degree from an accredited college or university in Engineering, Computer Science, Information Systems, Business or other related discipline. <p>General Experience:</p> <ul style="list-style-type: none"> a. At least three (3) years of experience in managing IT projects; and, b. At least five (5) years of experience in project management. <p>Specialized Experience:</p> <ul style="list-style-type: none"> a. At least two (2) years of experience in a leadership role on projects similar to the scope of work for this TORFP; and, b. At least one (1) year experience in a leadership role in state and/or federal government IT-related project(s).
Help Desk Lead	<p>Education:</p> <ul style="list-style-type: none"> a. Bachelor’s Degree from an accredited college or university in Engineering, Computer Science, Information Systems, Business or other related discipline. <p>General Experience:</p> <ul style="list-style-type: none"> a. Two (2) years of experience in a leadership role managing Help Desk operations <p>Specialized Experience:</p> <ul style="list-style-type: none"> a. One (1) year of experience with care management systems or other healthcare solutions.
Operations Lead	<p>Education:</p> <ul style="list-style-type: none"> a. Bachelor’s Degree from an accredited college or university in Engineering, Computer Science, Information Systems, or other related discipline. <p>General Experience:</p> <ul style="list-style-type: none"> a. Two (2) years of experience in a leadership role with data processing operations <p>Specialized Experience:</p> <ul style="list-style-type: none"> a. Two (2) years of experience with claims processing operations.
Senior Network Engineer	<p>Education:</p> <ul style="list-style-type: none"> a. Bachelor’s Degree from an accredited college or university in Engineering, Computer Science, Information Systems, Business or other related discipline <p>General Experience:</p> <ul style="list-style-type: none"> a. At least eight (8) years of experience in computer-related field. <p>Specialized Experience:</p> <ul style="list-style-type: none"> a. At least five (5) years of experience in planning, designing, implementation and operations of data analysis or telecommunications networks. Shall have experience with network analysis/management

Job Description	Minimum Qualifications
	tools and techniques.

In addition to the four (4) named resources, the Offeror shall demonstrate in its proposal the ability to fully support the scope of work in this TORFP through other skilled resources. The Offeror shall demonstrate a team-oriented approach and be able to fully staff all required resources.

2.10 TO CONTRACTOR AND PERSONNEL PREFERRED QUALIFICATIONS

TO Contractor company preferred qualifications – DHMH values the following and will include this as part of its evaluation of TO Contractor company capability.

- 1) At least two (2) engagements that demonstrate all of the following:
 - i. Ability to procure COTS software and hardware
 - ii. Ability to implement, deploy, migrate code and support a technical solution similar in size and scope to the LTSS system.
- 2) In addition, the engagement must meet the following criteria:
 - i. The engagements must have lasted at least one (1) year; and
 - ii. The engagements must have ended within the last seven (7) years.

The following qualifications are preferred and will be evaluated as part of the technical proposal. Offeror may include in their response alternate technologies and describe relevance to this TORFP.

Job Description	Preferred Qualifications
Project Manager	a. Experience providing project management or other project leadership role on one or more State of Maryland Major IT Delivery Projects (MITDP)
Help Desk Lead	Experience with any of: a. Claims processing interfacing with DHMH’s MMIS system b. NeuroTechnology Verispeak c. IVR
Operations Lead	Experience with any of: a. Care management systems or other relevant healthcare solutions b. NeuroTechnology Verispeak c. IVR
Senior Network Engineer	Experience with any of: a. Virtualized Server configuration b. Microsoft .NET c. Microsoft Lync Platform d. IBM Connect Direct with Secure+

2.11 RETAINAGE

THIS SECTION IS NOT APPLICABLE TO THIS TORFP.

2.12 WORK ORDER PROCESS

- A) Additional services and/or resources will be provided via a Work Order process and will be issued for fixed price pricing and be deliverables based. Price estimates are to be presented by deliverable.
- B) The TO Contract Monitor shall e-mail a Work Order Request (See Attachment 17) to the TO Contractor to provide services or resources that are within the scope of this TORFP. 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
 - 4) Required place(s) where work must be performed
- C) The TO Contractor shall e-mail a response to the TO Contract Monitor within the specified time and include at a minimum:
- 1) A response that details the TO Contractor's understanding of the work;
 - 2) A price to complete the Work Order Request using the format provided in Attachment 17;
 - 3) An explanation of how tasks shall be completed. This description shall include proposed subcontractors and related tasks;
 - 4) State-furnished information, work site, and/or access to equipment, facilities, or personnel; and
 - 5) The proposed personnel resources, including any subcontractor personnel, to complete the task.
- D) For a fixed price Work Order, the TO Contract Monitor will review the response and will confirm the proposed prices are acceptable.
- E) The TO Contract Monitor may contact the TO Contractor to obtain additional information, clarification or revision to the Work Order, and will provide the Work Order to the TO Procurement Officer for approval. The TO Procurement Officer could issue a change order to the TORFP if appropriate.
- F) Proposed personnel on any type of Work Order shall be approved by the TO Contract Monitor. The TO Contract Monitor shall have the option to interview the proposed personnel. After the interview, the TO Contract Monitor shall notify the TO Contractor of acceptance or denial of the personnel.
- G) The TO Contract Monitor will issue the NTP after the Work Order is approved and/or any interviews are completed.

2.13 INVOICING

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS+ Master Contract. Proper invoices for payment shall contain the TO Contractor's Federal Tax Identification Number, as well as the information described below, and shall be submitted to the TO Contract Monitor for payment approval.

Proper invoices for payment shall be submitted to the TO Manager for payment approval as described below. Invoices shall be submitted monthly.

2.13.1 INVOICE SUBMISSION PROCEDURE

- A) Proper invoices for payment shall contain the TO Contractor's Federal Tax Identification Number, "DHMH" as the recipient, date of invoice, TO Agreement number, invoiced item description, invoiced item number (e.g., "2.7.4.1."), period of performance covered by the invoice, a total invoice amount, and a TO Contractor point of contact with telephone number.
- B) All invoices submitted for payment shall be accompanied by signed notice(s) of acceptance as described below. Payment of invoices will be withheld if the appropriate signed acceptance form documentation is not submitted.
 - 1) To be considered a proper Fixed Price invoice with deliverables (for Task Order requirements and for fixed price Work Orders issued under this Task Order) the TO Contractor shall include with the signed invoice a signed DPAF (Attachment 9) for each deliverable invoiced. Payment will only be made upon completion and acceptance of the deliverables as defined in Section 2.8.
 - 2) To be considered a proper Fixed Price invoice for services and reports. the TO Contractor shall include with the signed invoice a list of reports delivered in this invoice period.
- C) The TO Contractor shall mail the original of each invoice and signed notice(s) of acceptance to the TO Requesting Agency; DHMH/Office of Health Services, Attention: Susan Harrison, Director Policy and Compliance, 201 W. Preston Street, Room 127, Baltimore, MD 21201.
- D) Invoices for final payment shall be clearly marked as "FINAL" and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

2.14 SOC TYPE II AUDIT

- 2.14.1 This clause applies to the TO Contractor and Subcontractors who host the implemented LTSS System for the State. The TO Contractor or Subcontractors who provide services that handle Sensitive Data (see definitions in 1.20) for the LTSS System must also comply with this clause, assuming the TO Contractor receives copies of any data for use in providing services, including any system and/or user acceptance testing of the new System and that provided data contains Sensitive Data.
- 2.14.2 The TO Contractor shall have an annual audit performed by an independent audit firm of the TO Contractor and/or Subcontractor's handling of the Department's critical functions and/or sensitive information, which is identified as Long Term Supports and Services System (LTSS), and shall address all areas relating to information technology security and operational processes. These services provided by the TO Contractor and/or Subcontractors that shall be covered by the audit will collectively be referred to as the "Information Functions and/or Processes." Such audits shall be performed in accordance with audit guidance: Reporting on Controls at a Service Organization Relevant to Security, Availability, Processing Integrity, Confidentiality, or Privacy (SOC 2) as published by the American Institute of Certified Public Accountants (AICPA) and as updated from time to time, or according to the most current audit

guidance promulgated by the AICPA or similarly-recognized professional organization, as agreed to by the Department, to assess the security of outsourced client functions or data (collectively, the “Guidance”) as follows:

- 2.14.2.1 The type of audit to be performed in accordance with the Guidance is a SOC 2 Type 2 Audit (referred to as the “SOC 2 Report”) The SOC 2 Report shall be completed annually and submitted to the TO Contract Monitor by (indicate Date) for the preceding calendar year. The initial SOC 2 Report audit shall be scheduled and completed within a timeframe to be specified by the State of Maryland. All subsequent SOC 2 Reports that are arranged after this initial audit must be performed on an annual basis.
- 2.14.2.2 The SOC 2 Report shall report on a description of the TO Contractor and/or Subcontractor’s system and the suitability of the design and operating effectiveness of controls of the Information Functions and/or Processes relevant to the following trust principles: Security, Availability, and Confidentiality. The SOC 2 Report should report on the suitability of the design and operating effectiveness of controls of the Information Functions and/or Processes to meet the requirements of the contract, specifically the security requirements identified in Section 2.6.4.
- 2.14.2.3 The audit scope of each year’s SOC 2 Report may need to be adjusted (including the inclusion or omission of the relevant trust services principles of Security, Availability, Confidentiality, Processing Integrity, and Privacy) to accommodate any changes to the TO Contractor’s and/or Subcontractor’s environment since the last SOC 2 Report. Such changes may include but are not limited to the addition of Department Information Functions and/or Processes through change orders or Work Orders under the Contract; or, due to changes in information technology or operational infrastructure implemented by the TO Contractor and/or Subcontractors. The TO Contractor and/or Subcontractors shall ensure that the audit scope of each year’s SOC 2 Report engagement shall accommodate these changes by including in SOC 2 Report all appropriate controls related to the current environment supporting the Department Information Functions and/or Processes, , including those controls required by the Task Order.
- 2.14.2.4 The scope of the SOC 2 Report shall include work performed by Subcontractors that provide essential support to the TO Contractor and/or the Subcontractors for the Information Functions and/or Processes provided to the Department under the Task Order. The TO Contractor and/or Subcontractor shall ensure the performance of the SOC 2 Audit includes these Subcontractor(s) in the performance of the SOC 2 Report.
- 2.14.2.5 All SOC 2 Reports, including those of the TO Contractor and/or Subcontractor(s), shall be performed at the TO Contractor’s expense.
- 2.14.2.6 The TO Contractor and/or Subcontractors shall promptly provide a complete copy of the final SOC 2 Report to DHMH upon completion of each SOC 2 Report engagement.
- 2.14.2.7 The TO Contractor shall provide to DHMH, within 30 calendar days of the issuance of the final SOC 2 Report, the TO Contractor and/or Subcontractor’s

documented corrective action plan which addresses each audit finding or exception contained in the SOC 2 Report. The corrective action plan shall identify in detail the remedial action to be taken by the TO Contractor and/or Subcontractors along with the date(s) when each remedial action is to be implemented.

- 2.14.2.8 If the TO Contractor and/or Subcontractor currently has an annual information security assessment performed that includes the operations, systems, and repositories of the products/services being provided to the Department under the Task Order, 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 TO Contractor and/or Subcontractor's current information security assessments are acceptable in lieu of the SOC 2 Report.
- 2.14.2.9 If the TO Contractor and/or Subcontractor fails during the Task Order term to obtain an annual SOC 2 Report by the date specified in 2.14.2.1, the Department shall have the right to retain an independent audit firm to perform an audit engagement of a SOC 2 Report of the Information Functions and/or Processes being hosted by the TO Contractor and/or Subcontractor. The TO Contractor and/or Subcontractor agrees to allow the independent audit firm to access its facility/ies for purposes of conducting this audit engagement(s), and will provide the support and cooperation to the independent audit firm that is required to perform the SOC 2 Report. The Department will invoice the TO Contractor for the expense of the SOC 2 Report(s), or deduct the cost from future payments to the TO Contractor.

2.15 RIGHT TO AUDIT

- A. The State reserves the right, at its sole discretion and at any time, to perform an audit of the Contractor's and/or Subcontractor's performance under this TO Agreement. In this agreement, an audit is defined as a planned and documented independent activity performed by qualified personnel, 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 the the adequacy and compliance with established procedures and internal controls over the services being performed for the State.
- B. Upon three (3) business days' notice, the Contractor and/or any Subcontractors) shall provide the State reasonable access to their records to verify conformance to the terms of this TO Agreement. The Department shall be permitted to conduct these audits with any or all its own internal resources or by securing the services of a third party accounting/audit firm, solely at the Department's election. The Department shall have the right to copy, at its own expense, any record related to the services performed pursuant to this TO Agreement.
- C. Contractor and/or Subcontractors shall cooperate with Department or Department's designated auditor and shall provide the necessary assistance for the Department or Department's designated auditor to conduct the audit.
- D. The right to audit shall include subcontractors in which goods or services are subcontracted by Contractor and/or Subcontractors and that provide essential support to the services provided to the Department under this TO Agreement. Contractor and/or Subcontractor shall ensure the Department has the right to audit with subcontractor(s).

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SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS+ TORFP shall respond no later than the submission due date and time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one of two possible responses: 1) a proposal; or 2) a completed Master Contractor Feedback Form. The Feedback Form helps the State understand for future contract development why Master Contractors did not submit proposals. The form is accessible via the CATS+ Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu.

A TO Proposal shall conform to the requirements of this CATS+ TORFP.

3.2 SUBMISSION

3.2.1 E-MAIL SUBMISSION

The TO Proposal shall be submitted via two e-mails.

DHMH can only accept e-mails that are less than or equal to 25 MB. If a submission exceeds this size, split the submission into two or more parts and include the appropriate part number in the subject (e.g., part 1 of 2) after the subject line information above.

The TO Technical Proposal shall be contained in one or more unencrypted e-mails, with two attachments. This e-mail shall include:

- Subject line “CATS+ TORFP # M00B5400373 Technical” plus the Master Contractor Name
- One attachment labeled “TORFP M00B5400373 Technical - Attachments” containing all Technical Proposal Attachments (see Section 3.3 below), signed and in PDF format.
- One attachment labeled “TORFP M00B5400373 Technical – Proposal” in Microsoft Word format (2007 or later).

The TO Financial Proposal shall be contained in one e-mail containing as attachments all submission documents detailed in section 3.4.2, with password protection. DHMH will contact Offerors for the password to open each file. Each file shall be encrypted with the same password.

Subject line “CATS+ TORFP # M00B5400373 Financial” plus the Master Contractor Name

- One attachment labeled “TORFP M00B5400373 Financial” containing the Financial Proposal contents, signed and in PDF format.

3.3 SUMMARY OF ATTACHMENTS

No attachment forms shall be altered. Signatures shall be clearly visible.

The following attachments shall be included with the TO Technical Proposal in PDF format (for e-mail delivery):

- Attachment 2 - MBE 1A Signed PDF
- Attachment 4 – Conflict of Interest Affidavit and Disclosure - Signed PDF
- Attachment 5A and 5B- Attachment 5A Minimum Qualifications Summary and Attachment 5B Personnel Resume Form

- Attachment 13 – Living Wage Affidavit of Agreement - Signed PDF
- Attachment 16 - Certification Regarding Investments in Iran - Signed PDF

The following attachments shall be included with the TO Financial Proposal:

- Attachment 1 Price Sheet – Signed PDF

3.4 PROPOSAL FORMAT

A TO Proposal shall contain the following sections in order:

3.4.1 TO TECHNICAL PROPOSAL

A) Proposed Services

- 1) Executive Summary: A one-page summary describing the Offeror's understanding of the TORFP scope of work (Section 2) and proposed solution.
- 2) Proposed Solution: A more detailed description of the Offeror's understanding of the TORFP scope of work, proposed methodology and solution. The proposed solution shall be organized to exactly match the requirements outlined in Section 2.
- 3) Draft Project or Work Schedule: A Gantt or similar chart containing tasks and estimated time frames for completing the requirements and deliverables in Section 2 - Scope of Work. A Work Breakdown Structure (WBS) that shows a breakdown of the tasks required to complete the requirements and deliverables shall be presented to organize the work in a logical order. The final schedule should come later as a deliverable under the TO after the TO Contractor has had opportunity to develop realistic estimates. The Project or Work Schedule may include tasks to be performed by the State or third parties.
- 4) COOP Plan: A description of the Offeror's COOP methodology that demonstrates the Offeror's understanding of the TORFP scope of work. Additionally, Offeror shall provide a sample from one of the Offeror's prior engagements or a detailed description of the Offeror's ability to provide COOP services similar in size and complexity to the scope of work in this TORFP.
- 5) Draft Risk Assessment: Identification and prioritization of risks inherent in meeting the requirements in Section 2 - Scope of Work. Includes a description of strategies to mitigate risks. If the Risk Assessment appears as a deliverable in Section 2 – Scope of Work, that version will be a final version. Any subsequent versions should be approved through a formal configuration or change management process.
- 6) Assumptions: A description of any assumptions formed by the Offeror in developing the TO Technical Proposal.
- 7) Tools the Master Contractor owns and proposes for use to meet any requirements in Section 2.

B) Compliance with Offeror's Company Minimum Qualifications

Offerors will complete the following table to demonstrate compliance with the Offeror’s Company Minimum Requirements in Section 2.9.1.

Reference	Offeror Company Minimum Requirement	Evidence of Compliance
2.9.1.1	Master contractor or subcontractor shall have at least two (2) years of demonstrated experience providing Tier 1 Help Desk support services to U.S. based commercial or government entities with at least 1,000 end-users at one entity.	i) The engagement must have lasted at least a year; and ii) The Offeror must have provided at least four (4) full-time personnel iii) The engagement must have been within the last 7 years.
2.9.1.2	Master contractor shall have at least three (3) years of demonstrated experience providing web-based application services hosting to U.S. based commercial or government entities.	i) The engagement must have lasted at least a year; and ii) The engagement must have included web-based applications for a highly-available technical solution; and iii) At least one (1) year of IVR component to the technical solution; and iv) The engagement must have been within the last 7 years.
2.9.1.4	Master contractor or subcontractor shall have at least two (2) years of demonstrated experience providing operations support for a healthcare claims system that is similar in size and scope as the LTSS operations.	i) The engagement must have lasted at least one (1) year; and ii) The engagement must include the support of HIPAA X12 transactions; and iii) The engagement must include interfaces and or data exchanges with external systems, such as described in section 2.6.1.1; and iv) The engagement must have been within the last seven (7) years.

C) Proposed Personnel and TORFP Staffing

Offeror shall propose exactly four (4) named resource in response to this TORFP.

- 1) Complete and provide for each proposed resource Attachment 5A Minimum Qualifications Summary and Attachment 5B Personnel Resume Form.
- 2) Provide evidence proposed personnel possess the required certifications in accordance with Section 2.9.2 Offeror’s Personnel Minimum Qualifications.

- 3) Provide three (3) references per proposed personnel containing the information listed in Attachment 5B.
 - 4) Provide a Staffing Management Plan that demonstrates how the Offeror will provide resources in addition to the personnel requested in this TORFP, and how the TO Contractor Personnel shall be managed. Include:
 - a. Planned team composition by role (**Important! Identify specific names and provide history only for the proposed resources required for evaluation of this TORFP**).
 - b. Process and proposed lead time for locating and bringing on board resources that meet TO needs
 - c. Supporting descriptions for all labor categories proposed in response to this TORFP
 - d. Description of approach for quickly substituting qualified personnel after start of TO
 - 5) Provide the names and titles of the Offeror's management staff who will supervise the personnel and quality of services rendered under this TO Agreement.
- D) MBE, SBE Participation and VSBE Participation
Submit completed MBE documents 2-1A.
- E) Subcontractors
Identify all proposed subcontractors, including MBEs, and their roles in the performance of Section 2 - Scope of Work.
- F) Overall Offeror team organizational chart
Provide an overall team organizational chart with all team resources available to fulfill the TO scope of work.
- G) Master Contractor and Subcontractor Experience and Capabilities
- 1) Provide up to three examples of engagements or contracts the Master Contractor or subcontractor, if applicable, has completed that were similar to Section 2 - Scope of Work. Include contact information for each client organization complete with the following:
 - a. Name of organization.
 - b. Point of contact name, title, e-mail and telephone number (point of contact shall be accessible and knowledgeable regarding experience)
 - c. Services provided as they relate to Section 2 - Scope of Work.
 - d. Start and end dates for each example engagement or contract.
 - e. Current Master Contractor team personnel who participated on the engagement.
 - f. If the Master Contractor is no longer providing the services, explain why not.
 - 2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any entity of the State of Maryland.

For each identified contract, the Master Contractor shall provide the following (if not already provided in sub paragraph 1 above):

- a. Contract or task order name
- b. Name of organization.
- c. Point of contact name, title, e-mail, and telephone number (point of contact shall be accessible and knowledgeable regarding experience)
- d. Start and end dates for each engagement or contract. If the Master Contractor is no longer providing the services, explain why not.
- e. Dollar value of the contract.
- f. Indicate if the contract was terminated before the original expiration date.
- g. Indicate if any renewal options were not exercised.

Note - State of Maryland experience can be included as part of Section 2 above as engagement or contract experience. State of Maryland experience is neither required nor given more weight in proposal evaluations.

H) State Assistance

Provide an estimate of expectation concerning participation by State personnel.

I) Confidentiality

A Master Contractor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 4, of the General Provisions Article of the Annotated Code of Maryland. Master Contractors are advised that, upon request for this information from a third party, the TO Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed.

J) Proposed Facility

Identify Master Contractor's facilities, including address, from which any work will be performed.

K) Additional Submissions

1. Copy of any software licensing agreement for any software proposed to be licensed to the State under this Task Order (e.g., EULA, Enterprise License Agreements)
2. Copy of the AUP for each organization, including subcontractors, proposed to perform services under this Task Order.

3.4.2 TO FINANCIAL PROPOSAL

- A) A description of any assumptions on which the Master Contractor's TO Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the TO Price Sheet);

- B) Attachment 1– Price Sheet
- C) Prices shall be valid for 120 days.

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SECTION 4 - TASK ORDER AWARD PROCESS

4.1 OVERVIEW

The TO Contractor will be selected from among all eligible Master Contractors within the appropriate Functional Area responding to the CATS+ TORFP. In making the TO Agreement award determination, the TO Requesting Agency will consider all information submitted in accordance with Section 3.

4.2 TO PROPOSAL EVALUATION CRITERIA

The following are technical criteria for evaluating a TO Proposal in descending order of importance. Failure to meet the minimum company personnel qualifications shall render a TO Proposal not reasonably susceptible for award:

- A) The overall experience, capability and references for the Master Contractor as described in the Master Contractor's TO Technical Proposal.
- B) The Master Contractor's overall understanding of the TORFP Scope of Work – Section 2. Level of understanding will be determined by the quality and accuracy of the technical proposal in adherence with Section 3.4.
- C) The capability of the proposed resources to perform the required tasks and produce the required deliverables in the TORFP Scope of Work – Section 2. Capability will be determined from each proposed individual's resume, reference checks, and oral presentation (See Section 1.5 Oral Presentations/Interviews).
- D) The ability for the Master Contractor to meet staffing expectations relative to supplying additional personnel for this TORFP meeting qualifications in Section 2.9 and 2.10.

4.3 SELECTION PROCEDURES

- A) TO Proposals will be assessed throughout the evaluation process for compliance with the minimum qualifications listed in Section 2 of this TORFP, and quality of responses to Section 3.4.1 TO Technical Proposal.
- B) An oral presentation will be performed for Offerors all TO Proposals deemed technically qualified.
- C) For TO Proposals deemed technically qualified, the associated TO Financial Proposal will be opened. All others will be deemed not reasonably susceptible for award and the TO Procurement Officer will notify the Master Contractor it has not been selected to perform the work.
- D) For TO Proposals submitted via e-mail, DHMH will contact Offerors for the password to access TO Financial Proposal data. The TO Procurement Officer will only contact those Offerors with TO Proposals that are reasonably susceptible for award. Offerors that are unable to provide a password that opens the TO Financial Proposal documents will be deemed not susceptible for award. Subsequent submissions of financial content will not be allowed.
- E) Qualified TO Financial Proposal responses will be reviewed and ranked from lowest to highest price proposed.
- F) The most advantageous TO Proposal considering both the technical and financial submissions shall be selected for TO award. In making this selection, technical has greater weight.

- G) All Master Contractors submitting a TO Proposal shall receive written notice from the TO Procurement Officer identifying the awardee.

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

Commencement of work in response to a TO Agreement shall be initiated only upon issuance of a fully executed TO Agreement, a Non-Disclosure Agreement (To Contractor), a Purchase Order, and by a Notice to Proceed authorized by the TO Procurement Officer. See Attachment 7 - Notice to Proceed (sample).

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LIST OF ATTACHMENTS

Attachment Label	Attachment Name	Applicable to this TORFP?	Submit with Proposal?*(Submit, Do Not Submit, N/A)
Attachment 1	Price Sheet	Applicable	Submit with TO Financial Proposal
Attachment 2	Minority Business Enterprise Participation (Attachments 1A – 5)	Applicable	Submit with TO Technical Proposal
Attachment 3	Task Order Agreement (TO Agreement)	Applicable	Do Not Submit with Proposal
Attachment 4	Conflict of Interest Affidavit and Disclosure	Applicable	Submit with TO Technical Proposal
Attachment 5	Labor Classification Personnel Resume Summary	Applicable	Submit with TO Technical Proposal
Attachment 6	Pre-Proposal Conference Directions	Applicable	Do Not Submit with Proposal
Attachment 7	Notice to Proceed (Sample)	Applicable	Do Not Submit with Proposal
Attachment 8	Agency Receipt of Deliverable Form	<i>Not Applicable</i>	<i>N/A</i>
Attachment 9	Agency Deliverable Product Acceptance Form (DPAF)	Applicable	Do Not Submit with Proposal
Attachment 10	Non-Disclosure Agreement (Offeror)	<i>Not Applicable</i>	<i>N/A</i>
Attachment 11	Non-Disclosure Agreement (TO Contractor)	Applicable	Do Not Submit with Proposal
Attachment 12	TO Contractor Self-Reporting Checklist	Applicable	Do Not Submit with Proposal
Attachment 13	Living Wage Affidavit of Agreement	Applicable	Submit with TO Technical Proposal
Attachment 14	Mercury Affidavit	<i>Not Applicable</i>	<i>N/A</i>
Attachment 15	Veteran Owned Small Business Enterprise Utilization Affidavit	<i>Not Applicable</i>	<i>N/A</i>
Attachment 16	Certification Regarding Investments in Iran	Applicable	Submit with TO Technical Proposal
Attachment 17	Sample Work Order	Applicable	Do Not Submit with Proposal
Attachment 18	Performance Evaluation Form	<i>Not Applicable</i>	<i>N/A</i>
Attachment 19	Criminal Background Check Affidavit	<i>Not Applicable</i>	<i>N/A</i>
Attachment 20	LTSS System Technical Infrastructure	Applicable	<i>N/A</i>
Attachment 21	Incident Response Protocol	Applicable	<i>N/A</i>
Attachment 22	Business Associate Agreement	Applicable	Do Not Submit with Proposal

*if not specified in submission instructions, any attachment submitted with response shall be in PDF format and signed

ATTACHMENT 1 PRICE SHEET

PRICE SHEET (FIXED PRICE) FOR CATS+ TORFP # M00B5400373

Price Sheet for Start-up Period and O&M: Offeror shall allocate its Total Fixed Monthly Price for the Start-up Period and O&M components for the TO Proposal to assist the Department in determining the reasonableness of the price offered and whether the requirements of the TORFP have been correctly understood.

The Monthly Unit Price shall be fully loaded, all-inclusive, i.e., include all direct and indirect costs and profits for the Master Contractor to perform under the TO Agreement.

		A	B	C
Description	Reference Sections	# Months	Total Fixed Monthly Price	Total Price $A \times B = C$
Start-up Period	2.6.3, 2.8.4.1-12	*Fixed price	NA	\$
Part 1: TOTAL FOR Start-up Period				\$
		# Months	Fixed Monthly Unit Price	Total Price $A \times B = C$
O&M Base Period				
Managed Hosting Services	2.6.2, 2.6.4, 2.6.8, 2.8.4.16, 2.6.9, 2.6.10	33	\$	\$
Operations	2.6.1, 2.6.5, 2.8.4.13-15, 2.12-14	33	\$	\$
Part 2: TOTAL FOR O&M BASE PERIOD		33		\$
		# Months	Fixed Monthly Unit Price	Total Price $A \times B = C$
O&M Option Year 1				
Managed Hosting Services	2.6.2, 2.6.4, 2.6.8, 2.8.4.16, 2.6.9, 2.6.10	12	\$	\$
Operations	2.6.1, 2.6.5, 2.8.4.13-15, 2.12-14	12	\$	\$
O&M Option Year 2				
Managed Hosting Services	2.6.2, 2.6.4, 2.6.8, 2.8.4.16, 2.6.9, 2.6.10	12	\$	\$
Operations	2.6.1, 2.6.5, 2.8.4.13-15, 2.12-14	12	\$	\$
Part 3: TOTAL FOR OPTION YEARS		24		\$
Total Evaluated Price: (Sum = Part 1 + Part 2 + Part 3)				\$

**Start-up Period* is fixed-price; however, DHMH requires it to be completed within ninety (90) calendar days or earlier from NTP.

PRICE SHEET FOR OPTIONAL SERVICES (FIXED PRICE)

Offeror shall provide pricing for optional services that may be requested by the Department through the Work Order process. In addition to the optional services identified below, Offeror may include cost sheet for items they deem necessary to support the TO. These prices are not-to-exceed and the Offeror may propose a lower price in response to a Work Order for these items.

Increase to the Total Fixed Monthly Price is based on the following changes:

Operations Services	Increase to Monthly <u>Operations</u> Services Unit Price
Claims File Processing Volume (per additional 30,000 claims per month)	\$
Help Desk Inquiry Volume (per additional 500 inquiries per month)	\$

Managed Hosting Services	Increase to Monthly <u>Managed</u> Hosting Services Unit Price
IVR Transaction Capacity (per additional 60,000 calls per month)	\$
Transaction and/or Reporting Data Storage Capacity (per additional 25GB)	\$
Circuit Size:	
Per Additional Ten (10) Mbps	\$
Per Additional One Hundred (100) Mbps	\$
Per Additional One (1) Gbps	\$

One-time cost is based on the following changes:

Optional Pricing for the Following Item(s)	One-time Cost
Per Host Chassis	\$
Increase in SAN Storage Capacity (per 10 Terabytes)	\$

The one-time and increase to the total fixed monthly price shall be fully loaded, all-inclusive, i.e., include all direct and indirect costs and profits for the Master Contractor to perform under the TO Agreement.

Authorized Individual Name

Company Name

Title

Company Tax ID #

Signature

Date

ATTACHMENT 2 MINORITY BUSINESS ENTERPRISE FORMS**TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS**

CATS+ TORFP # M00B5400373

If after reading these instructions you have additional questions or need further clarification, please contact the TO Contract Monitor immediately.

- 1) As the TO Contractor, you have entered into a TO Agreement with the State of Maryland. As such, your company/firm is responsible for successful completion of all deliverables under the contract, including your commitment to making a good faith effort to meet the MBE participation goal(s) established for TORFP. Part of that effort, as outlined in the TORFP, includes submission of monthly reports to the State regarding the previous month's MBE payment activity. Reporting forms 2-4A (Prime Contractor Paid/Unpaid MBE Invoice Report), 2-4B (MBE Prime Contractor Report) and 2-5 (Subcontractor Paid/Unpaid MBE Invoice Report) are attached for your use and convenience.
- 2) The TO Contractor must complete a separate Form 2-4A for each MBE subcontractor for each month of the contract and submit one copy to each of the locations indicated at the bottom of the form. The report is due no later than the 15th of the month following the month that is being reported. For example, the report for January's activity is due no later than the 15th of February. With the approval of the TO Contract Monitor, the report may be submitted electronically. Note: Reports are required to be submitted each month, regardless whether there was any MBE payment activity for the reporting month.
- 3) The TO Contractor is responsible for ensuring that each subcontractor receives a copy of Form 2-5 (e-copy of and/or hard copy). The TO Contractor should make sure that the subcontractor receives all the information necessary to complete the form properly, including all of the information located in the upper right corner of the form. It may be wise to customize Form 2-5 (upper right corner of the form) for the subcontractor. This will help to minimize any confusion for those who receive and review the reports.
- 4) It is the responsibility of the TO Contractor to make sure that all subcontractors submit reports no later than the 15th of each month, **including reports showing zero MBE payment activity**. Actual payment data is verified and entered into the State's financial management tracking system from the **subcontractor's D-6 2-5 report only**. Therefore, if the subcontractor(s) do not submit 2-5 payment reports, the TO Contractor cannot and will not be given credit for subcontractor payments, regardless of the TO Contractor's proper submission of Form D-52-4A. The TO Contract Monitor will contact the TO Contractor if reports are not received each month from either the prime contractor or any of the identified subcontractors.

THE TO CONTRACTOR MUST PROMPTLY NOTIFY THE TO CONTRACT MONITOR IF, DURING THE COURSE OF THE CONTRACT, A NEW MBE SUBCONTRACTOR IS UTILIZED. FAILURE TO COMPLY WITH THE MBE CONTRACT PROVISIONS AND REPORTING REQUIREMENTS MAY RESULT IN SANCTIONS, AS PROVIDED BY COMAR 21.11.03.13.

ATTACHMENT 2 –1A MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT & MBE PARTICIPATION SCHEDULE**INSTRUCTIONS****PLEASE READ BEFORE COMPLETING THIS FORM**

This form includes Instructions and the MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule which must be submitted with the bid/proposal. If the bidder/offoror fails to accurately complete and submit this Affidavit and Schedule with the bid or proposal as required, the Procurement Officer shall deem the bid non-responsive or shall determine that the proposal is not reasonably susceptible of being selected for award.

1. Contractor shall structure its procedures for the performance of the work required in this Contract to attempt to achieve the minority business enterprise (MBE) subcontractor participation goal stated in the Invitation for Bids or Request for Proposals. Contractor agrees to exercise good faith efforts to carry out the requirements set forth in these Instructions, as authorized by the Code of Maryland Regulations (COMAR) 21.11.03.
2. MBE Goals and Subgoals: Please review the solicitation for information regarding the Contract's MBE overall participation goals and subgoals. After satisfying the requirements for any established subgoals, the Contractor is encouraged to use a diverse group of subcontractors and suppliers from any/all of the various MBE classifications to meet the remainder of the overall MBE participation goal.
3. MBE means a minority business enterprise that is certified by the Maryland Department of Transportation ("MDOT"). Only entities certified by MDOT may be counted for purposes of achieving the MBE participation goals. In order to be counted for purposes of achieving the MBE participation goals, the MBE firm, including a MBE prime, must be MDOT-certified for the services, materials or supplies that it is committed to perform on the MBE Participation Schedule.
4. Please refer to the MDOT MBE Directory at www.mdot.state.md.us to determine if a firm is certified with the appropriate North American Industry Classification System ("NAICS") Code **and** the product/services description (specific product that a firm is certified to provide or specific areas of work that a firm is certified to perform). For more general information about NAICS, please visit www.naics.com. Only those specific products and/or services for which a firm is certified in the MDOT Directory can be used for purposes of achieving the MBE participation goals. **WARNING:** If the firm's NAICS Code is in graduated status, such services/products **may not be counted** for purposes of achieving the MBE participation goals. A NAICS Code is in the graduated status if the term "Graduated" follows the Code in the MDOT MBE Directory.
5. **NOTE: New Guidelines Regarding MBE Prime Self-Performance.** Please note that when a certified MBE firm participates as a prime contractor on a contract, a procurement agency may count the distinct, clearly defined portion of the work of the contract that the certified MBE firm performs with its own forces toward fulfilling up to fifty-percent (50%) of the MBE participation goal (overall) and up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the contract. In order to receive credit for self-performance, an MBE prime must list its firm in Section 4A of the MBE Participation Schedule, including the certification category under which the MBE prime is self-performing and include information regarding the work it will self-perform. For the remaining portion of the overall goal and the subgoals, the MBE prime must also identify other certified MBE subcontractors (see Section 4B of the MBE Participation Schedule) used to meet those goals or request a waiver. For example, for a construction contract that has a 27% MBE

overall participation goal and subgoals of 7% for African American firms and 4% for Asian American firms, subject to Section 4 above and this Section 5, a certified African American MBE prime can self-perform (a) up to 13.5 % of the overall goal and (b) up to 7% of the African American subgoal. The remainder of the overall goal and subgoals would have to be met with other certified MBE firms or a waiver request.

For a services contract with a 30% percent MBE participation goal (overall) and subgoals of 7% for African-American firms, 4% for Asian American firms and 12% for women-owned firms, subject to Sections 4 above and this Section 5, a dually-certified Asian American/Woman MBE prime can self-perform (a) up to 15% of the overall goal and (b) up to four percent (4%) of the Asian American subgoal OR up to twelve percent (12%) of the women subgoal. Because it is dually-certified, the company can be designated as only ONE of the MBE classifications (Asian American or women) but can self-perform up to one hundred percent (100%) of the stated subgoal for the single classification it selects.

6. Subject to the restrictions stated in Section 5 above, when a certified MBE that performs as a participant in a joint venture, a procurement agency may count a portion of the total dollar value of the contract equal to the distinct, clearly-defined portion of the work of the contract that the certified MBE performs with its own forces toward fulfilling the contract goal, and not more than one of the contract subgoals, if any. For example, if a MBE firm is a joint venture partner and the State determines that it is performing with its own forces 35 percent of the work in the contract, it can use this portion of the work towards fulfilling up to fifty percent (50%) of the overall goal and up to one hundred percent (100%) of one of the stated subgoals, if applicable.

7. As set forth in COMAR 21.11.03.12-1, once the Contract work begins, the work performed by a certified MBE firm, including an MBE prime, can only be counted towards the MBE participation goal(s) if the MBE firm is performing a commercially useful function on the Contract. Please refer to COMAR 21.11.03.12-1 for more information regarding these requirements.

8. If you have any questions as to whether a firm is certified to perform the specific services or provide specific products, please contact MDOT’s Office of Minority Business Enterprise at 1-800-544-6056 or via email to mbe@mdot.state.md.us sufficiently prior to the submission due date.

9. Worksheet: The percentage of MBE participation, calculated using the percentage amounts for all of the MBE firms listed on the Participation Schedule MUST at least equal the MBE participation goal and subgoals (if applicable) set forth in the solicitation. If a bidder/offeror is unable to achieve the MBE participation goal and/or any subgoals (if applicable), the bidder/offeror must request a waiver in Item 1 of the MBE Utilization and Fair Solicitation Affidavit (Attachment 2-1A) or the bid will be deemed not responsive, or the proposal determined to be not susceptible of being selected for award. You may wish to use the Subgoal summary below to assist in calculating the percentages and confirm that you have met the applicable MBE participation goal and subgoals, if any.

Subgoals (if applicable)

Total African American MBE Participation: _____ %
 Total Asian American MBE Participation: _____ %
 Total Hispanic American MBE Participation: _____ %
 Total Women-Owned MBE Participation: _____ %

Overall Goal

Total MBE Participation (include all categories): _____ %

-1A: MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT & MBE PARTICIPATION SCHEDULE

This MBE Utilization and Fair Solicitation Affidavit and MBE Participation Schedule **MUST BE** included with the bid/proposal for any solicitation with an MBE goal greater than 0%. If the Bidder/offeror fails to accurately complete and submit this Affidavit and Schedule with the bid or offer as required, the TO Procurement Officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

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

1. MBE Participation (PLEASE CHECK ONLY ONE)

- I acknowledge and intend to meet the overall certified Minority Business Enterprise (MBE) participation goal of ____ percent and, if specified in the solicitation, the following subgoals (complete for only those subgoals that apply):

____ percent African American-owned MBE firms
 ____ percent Asian American-owned MBE firms
 ____ percent Hispanic American-owned MBE firms
 ____ percent Woman-Owned MBE firms

Therefore, I am not seeking a waiver pursuant to COMAR 21.11.03.11.

Notwithstanding any subgoals established above, the Contractor is encouraged to use a diverse group of subcontractors and suppliers from any/all of the various MBE classifications to meet the remainder of the overall MBE participation goal.

OR

- I conclude that I am unable to achieve the MBE participation goal and/or subgoals. I hereby request a waiver, in whole or in part, of the overall goal and/or subgoals. Within 10 working days of receiving notice that our firm is the apparent awardee, I will submit completed Good Faith Efforts Documentation to Support Waiver Request (Attachment 2-1C) and all required waiver documentation in accordance with COMAR 21.11.03.

2. Additional MBE Documentation

I understand that if I am notified that I am the apparent awardee or as requested by the Procurement Officer, I must submit the following documentation within 10 business days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier:

- (a) Outreach Efforts Compliance Statement (Attachment 2-2);
 (b) MBE Subcontractor Project Participation Statement (Attachment 2-3);
 (c) Any other documentation, including waiver documentation if applicable, required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal and subgoals, if any.

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

3. Information Provided to MBE firms

In the solicitation of subcontract quotations or offers, MBE firms were provided not less than the same information and amount of time to respond as were non-MBE firms.

4. MBE Participation Schedule

Set forth below are the (i) certified MBEs I intend to use, (ii) the percentage of the total Contract amount allocated to each MBE for this project and, (iii) the items of work each MBE will provide under the Contract. I have confirmed with the MDOT database that the MBE firms identified below are performing work activities for which they are MDOT certified.

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

LIST INFORMATION FOR EACH CERTIFIED MBE FIRM YOU AGREE TO USE TO ACHIEVE THE MBE PARTICIPATION GOAL AND SUBGOALS, IF ANY.

MBE PRIMES: PLEASE COMPLETE BOTH SECTIONS A AND B BELOW.

SECTION A: For MBE Prime Contractors ONLY (including MBE Primes in a Joint Venture)

MBE Prime Firm Name: _____ MBE Certification Number: _____ (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification	Percentage of total Contract Value to be performed with own forces and counted towards the MBE overall participation goal (up to 50% of the overall goal): _____% Percentage of total Contract Value to be performed with own forces and counted towards the subgoal, if any, for my MBE classification (up to 100% of not more than one subgoal): _____% Description of the Work to be performed with MBE prime's own forces: _____
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SECTION B: For all Contractors (including MBE Primes in a Joint Venture)

MBE Prime Firm Name: _____ MBE Certification Number: _____ (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification	Percentage of Total Contract to be performed by this MBE: _____ % Description of the Work to be Performed: _____ _____ _____
MBE Prime Firm Name: _____ MBE Certification Number: _____ (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification	Percentage of Total Contract to be performed by this MBE: _____ % Description of the Work to be Performed: _____ _____ _____
MBE Prime Firm Name: _____ MBE Certification Number: _____ (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification	Percentage of Total Contract to be performed by this MBE: _____ % Description of the Work to be Performed: _____ _____ _____
MBE Prime Firm Name: _____ MBE Certification Number: _____ (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification	Percentage of Total Contract to be performed by this MBE: _____ % Description of the Work to be Performed: _____ _____ _____

CONTINUE ON SEPARATE PAGE IF NEEDED

I solemnly affirm under the penalties of perjury that I have reviewed the instructions for the MBE MBE Utilization & Fair Solicitation Affidavit and MBE Schedule and that the information included in the Schedule is true to the best of my knowledge, information and belief.

 Bidder/Offeror Name
 (PLEASE PRINT OR TYPE)

 Signature of Authorized Representative

 Address

 Printed Name and Title

 City, State and Zip Code

 Date

SUBMIT AS INSTRUCTED IN TORFP

1B: WAIVER GUIDANCE

GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET MBE PARTICIPATION GOALS

In order to show that it has made good faith efforts to meet the Minority Business Enterprise (MBE) participation goal (including any MBE subgoals) on a contract, the bidder/offeror must either (1) meet the MBE Goal(s) and document its commitments for participation of MBE Firms, or (2) when it does not meet the MBE Goal(s), document its Good Faith Efforts to meet the goal(s).

I. Definitions

MBE Goal(s) – “MBE Goal(s)” refers to the MBE participation goal and MBE participation subgoal(s).

Good Faith Efforts – The “Good Faith Efforts” requirement means that when requesting a waiver, the bidder/offeror must demonstrate that it took all necessary and reasonable steps to achieve the MBE Goal(s), which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient MBE participation, even if those steps were not fully successful. Whether a bidder/offeror that requests a waiver made adequate good faith efforts will be determined by considering the quality, quantity, and intensity of the different kinds of efforts that the bidder/offeror has made. The efforts employed by the bidder/offeror should be those that one could reasonably expect a bidder/offeror to take if the bidder/offeror were actively and aggressively trying to obtain MBE participation sufficient to meet the MBE contract goal and subgoals. Mere *pro forma* efforts are not good faith efforts to meet the MBE contract requirements. The determination concerning the sufficiency of the bidder's/offeror's good faith efforts is a judgment call; meeting quantitative formulas is not required.

Identified Firms – “Identified Firms” means a list of the MBEs identified by the procuring agency during the goal setting process and listed in the procurement as available to perform the Identified Items of Work. It also may include additional MBEs identified by the bidder/offeror as available to perform the Identified Items of Work, such as MBEs certified or granted an expansion of services after the procurement was issued. If the procurement does not include a list of Identified Firms, this term refers to all of the MBE Firms (if State-funded) the bidder/offeror identified as available to perform the Identified Items of Work and should include all appropriately certified firms that are reasonably identifiable.

Identified Items of Work – “Identified Items of Work” means the bid items identified by the procuring agency during the goal setting process and listed in the procurement as possible items of work for performance by MBE Firms. It also may include additional portions of items of work the bidder/offeror identified for performance by MBE Firms to increase the likelihood that the MBE Goal(s) will be achieved. If the procurement does not include a list of Identified Items of Work, this term refers to all of the items of work the bidder/offeror identified as possible items of work for performance by MBE Firms and should include all reasonably identifiable work opportunities.

MBE Firms – “MBE Firms” refers to a firm certified by the Maryland Department of Transportation (“MDOT”) under COMAR 21.11.03. Only MDOT-certified MBE Firms can participate in the State’s MBE Program.

II. Types of Actions Agency will Consider

The bidder/offeror is responsible for making relevant portions of the work available to MBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available MBE subcontractors and suppliers, so as to facilitate MBE participation. The following is a list of types of actions the procuring agency will consider as part of the bidder's/offeror's Good Faith Efforts when the bidder/offeror fails to meet the MBE Goal(s). This list is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

A. Identify Bid Items as Work for MBE Firms

1. Identified Items of Work in Procurements

(a) Certain procurements will include a list of bid items identified during the goal setting process as possible work for performance by MBE Firms. If the procurement provides a list of Identified Items of Work, the bidder/offeror shall make all reasonable efforts to solicit quotes from MBE Firms to perform that work.

(b) Bidders/Offerors may, and are encouraged to, select additional items of work to be performed by MBE Firms to increase the likelihood that the MBE Goal(s) will be achieved.

2. Identified Items of Work by Bidders/Offerors

(a) When the procurement does not include a list of Identified Items of Work or for additional Identified Items of Work, bidders/offerors should reasonably identify sufficient items of work to be performed by MBE Firms.

(b) Where appropriate, bidders/offerors should break out contract work items into economically feasible units to facilitate MBE participation, rather than perform these work items with their own forces. The ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder/offeror of the responsibility to make Good Faith Efforts.

B. Identify MBE Firms to Solicit

1. MBE Firms Identified in Procurements

(a) Certain procurements will include a list of the MBE Firms identified during the goal setting process as available to perform the items of work. If the procurement provides a list of Identified MBE Firms, the bidder/offeror shall make all reasonable efforts to solicit those MBE firms.

(b) Bidders/offerors may, and are encouraged to, search the MBE Directory to identify additional MBEs who may be available to perform the items of work, such as MBEs certified or granted an expansion of services after the solicitation was issued.

2. MBE Firms Identified by Bidders/Offerors

(a) When the procurement does not include a list of Identified MBE Firms, bidders/offerors should reasonably identify the MBE Firms that are available to perform the Identified Items of Work.

(b) Any MBE Firms identified as available by the bidder/offeror should be certified to perform the Identified Items of Work.

C. Solicit MBEs

1. Solicit all Identified Firms for all Identified Items of Work by providing written notice. The bidder/offeror should:
 - (a) provide the written solicitation at least 10 days prior to bid opening to allow sufficient time for the MBE Firms to respond;
 - (b) send the written solicitation by first-class mail, facsimile, or email using contact information in the MBE Directory, unless the bidder/offeror has a valid basis for using different contact information; and
 - (c) provide adequate information about the plans, specifications, anticipated time schedule for portions of the work to be performed by the MBE, and other requirements of the contract to assist MBE Firms in responding. (This information may be provided by including hard copies in the written solicitation or by electronic means as described in C.3 below.)
2. “All” Identified Firms includes the MBEs listed in the procurement and any MBE Firms you identify as potentially available to perform the Identified Items of Work, but it does not include MBE Firms who are no longer certified to perform the work as of the date the bidder/offeror provides written solicitations.
3. “Electronic Means” includes, for example, information provided via a website or file transfer protocol (FTP) site containing the plans, specifications, and other requirements of the contract. If an interested MBE cannot access the information provided by electronic means, the bidder/offeror must make the information available in a manner that is accessible to the interested MBE.
4. Follow up on initial written solicitations by contacting MBEs to determine if they are interested. The follow up contact may be made:
 - (a) by telephone using the contact information in the MBE Directory, unless the bidder/offeror has a valid basis for using different contact information; or
 - (b) in writing *via* a method that differs from the method used for the initial written solicitation.
5. In addition to the written solicitation set forth in C.1 and the follow up required in C.4, use all other reasonable and available means to solicit the interest of MBE Firms certified to perform the work of the contract. Examples of other means include:
 - (a) attending any pre-bid meetings at which MBE Firms could be informed of contracting and subcontracting opportunities; and
 - (b) if recommended by the procurement, advertising with or effectively using the services of at least two minority focused entities or media, including trade associations, minority/women community organizations, minority/women contractors' groups, and local, state, and federal minority/women business assistance offices listed on the MDOT Office of Minority Business Enterprise website.

D. Negotiate With Interested MBE Firms

Bidders/Offerors must negotiate in good faith with interested MBE Firms.

1. Evidence of negotiation includes, without limitation, the following:
 - (a) the names, addresses, and telephone numbers of MBE Firms that were considered;

- (b) a description of the information provided regarding the plans and specifications for the work selected for subcontracting and the means used to provide that information; and
- (c) evidence as to why additional agreements could not be reached for MBE Firms to perform the work.
2. A bidder/offeror using good business judgment would consider a number of factors in negotiating with subcontractors, including MBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration.
3. The fact that there may be some additional costs involved in finding and using MBE Firms is not in itself sufficient reason for a bidder's/offeror's failure to meet the contract MBE goal(s), as long as such costs are reasonable. Factors to take into consideration when determining whether a MBE Firm's quote is excessive or unreasonable include, without limitation, the following:
- (a) the dollar difference between the MBE subcontractor's quote and the average of the other subcontractors' quotes received by the bidder/offeror;
- (b) the percentage difference between the MBE subcontractor's quote and the average of the other subcontractors' quotes received by the bidder/offeror;
- (c) the percentage that the MBE subcontractor's quote represents of the overall contract amount;
- (d) the number of MBE firms that the bidder/offeror solicited for that portion of the work;
- (e) whether the work described in the MBE and Non-MBE subcontractor quotes (or portions thereof) submitted for review is the same or comparable; and
- (f) the number of quotes received by the bidder/offeror for that portion of the work.
4. The above factors are not intended to be mandatory, exclusive, or exhaustive, and other evidence of an excessive or unreasonable price may be relevant.
5. The bidder/offeror may not use its price for self-performing work as a basis for rejecting a MBE Firm's quote as excessive or unreasonable.
6. The "average of the other subcontractors' quotes received" by the bidder/offeror refers to the average of the quotes received from all subcontractors. Bidder/offeror should attempt to receive quotes from at least three subcontractors, including one quote from a MBE and one quote from a Non-MBE.
7. A bidder/offeror shall not reject a MBE Firm as unqualified without sound reasons based on a thorough investigation of the firm's capabilities. For each certified MBE that is rejected as unqualified or that placed a subcontract quotation or offer that the bidder/offeror concludes is not acceptable, the bidder/offeror must provide a written detailed statement listing the reasons for this conclusion. The bidder/offeror also must document the steps taken to verify the capabilities of the MBE and Non-MBE Firms quoting similar work.
- (a) The factors to take into consideration when assessing the capabilities of a MBE Firm, include, but are not limited to the following: financial capability, physical capacity to perform, available personnel and equipment, existing workload, experience performing the type of work, conduct and performance in previous contracts, and ability to meet reasonable contract requirements.

(b) The MBE Firm's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the efforts to meet the project goal.

E. Assisting Interested MBE Firms

When appropriate under the circumstances, the decision-maker will consider whether the bidder/offeree:

1. made reasonable efforts to assist interested MBE Firms in obtaining the bonding, lines of credit, or insurance required by the procuring agency or the bidder/offeree; and
2. made reasonable efforts to assist interested MBE Firms in obtaining necessary equipment, supplies, materials, or related assistance or services.

III. Other Considerations

In making a determination of Good Faith Efforts the decision-maker may consider engineering estimates, catalogue prices, general market availability and availability of certified MBE Firms in the area in which the work is to be performed, other bids or offers and subcontract bids or offers substantiating significant variances between certified MBE and Non-MBE costs of participation, and their impact on the overall cost of the contract to the State and any other relevant factors.

The decision-maker may take into account whether a bidder/offeree decided to self-perform subcontract work with its own forces, especially where the self-performed work is Identified Items of Work in the procurement. The decision-maker also may take into account the performance of other bidders/offerees in meeting the contract. For example, when the apparent successful bidder/offeree fails to meet the contract goal, but others meet it, this reasonably raises the question of whether, with additional reasonable efforts, the apparent successful bidder/offeree could have met the goal. If the apparent successful bidder/offeree fails to meet the goal, but meets or exceeds the average MBE participation obtained by other bidders/offerees, this, when viewed in conjunction with other factors, could be evidence of the apparent successful bidder/offeree having made Good Faith Efforts.

IV. Documenting Good Faith Efforts

At a minimum, a bidder/offeree seeking a waiver of the MBE Goal(s) or a portion thereof must provide written documentation of its Good Faith Efforts, in accordance with COMAR 21.11.03.11, within 10 business days after receiving notice that it is the apparent awardee. The written documentation shall include the following:

A. Items of Work (Complete Good Faith Efforts Documentation Attachment 2-1C, Part 1)

A detailed statement of the efforts made to select portions of the work proposed to be performed by certified MBE Firms in order to increase the likelihood of achieving the stated MBE Goal(s).

B. Outreach/Solicitation/Negotiation

1. The record of the bidder's/offeree's compliance with the outreach efforts prescribed by COMAR 21.11.03.09C(2)(a). (Complete Outreach Efforts Compliance Statement – Attachment 2-2).
2. A detailed statement of the efforts made to contact and negotiate with MBE Firms including:
 - (a) the names, addresses, and telephone numbers of the MBE Firms who were contacted, with the dates and manner of contacts (letter, fax, email, telephone, etc.) (**Complete Good Faith Efforts**

Attachment 2-1C Part 2, and submit letters, fax cover sheets, emails, etc. documenting solicitations); and

(b) a description of the information provided to MBE Firms regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed and the means used to provide that information.

C. Rejected MBE Firms (Complete Good Faith Efforts Attachment 2-1C, Part 3)

1. For each MBE Firm that the bidder/offeror concludes is not acceptable or qualified, a detailed statement of the reasons for the bidder's/offeror's conclusion, including the steps taken to verify the capabilities of the MBE and Non-MBE Firms quoting similar work.

2. For each certified MBE Firm that the bidder/offeror concludes has provided an excessive or unreasonable price, a detailed statement of the reasons for the bidder's/offeror's conclusion, including the quotes received from all MBE and Non-MBE firms bidding on the same or comparable work.

(Include copies of all quotes received.)

3. A list of MBE Firms contacted but found to be unavailable. This list should be accompanied by a MBE Unavailability Certificate (see Exhibit A to this Part 1) signed by the MBE contractor or a statement from the bidder/offeror that the MBE contractor refused to sign the MBE Unavailability Certificate.

D. Other Documentation

1. Submit any other documentation requested by the Procurement Officer to ascertain the bidder's/offeror's Good Faith Efforts.

2. Submit any other documentation the bidder/offeror believes will help the Procurement Officer ascertain its Good Faith Efforts.

Exhibit A
MBE Subcontractor Unavailability Certificate

1. It is hereby certified that the firm of _____
(Name of Minority firm)

located at _____
(Number) (Street)

(City) (State) (Zip)

was offered an opportunity to bid on Solicitation No. _____
in _____ County by _____
(Name of Prime Contractor's Firm)

2. _____ (Minority Firm), is either unavailable for the work/service or unable to prepare a bid for this project for the following reason(s):

Signature of Minority Firm's MBE Representative **Title** **Date**

MDOT Certification # Telephone #

3. To be completed by the prime contractor if Section 2 of this form is not completed by the minority firm.

To the best of my knowledge and belief, said Certified Minority Business Enterprise is either unavailable for the work/service for this project, is unable to prepare a bid, or did not respond to a request for a price proposal and has not completed the above portion of this submittal.

Signature of Prime Contractor **Title** **Date**

**-1C: MBE ATTACHMENT
GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST**

Page __ of __

Prime Contractor:	Project Description:
Solicitation Number:	

Parts 1, 2, and 3 must be included with this certificate along with all documents supporting your waiver request.

I affirm that I have reviewed Attachment 2-1B, Waiver Guidance. I further affirm under penalties of perjury that the contents of Parts 1, 2, and 3 of this Attachment 2-1C Good Faith Efforts Documentation Form are true to the best of my knowledge, information, and belief.

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST

Part 1 – Identified items of work bidder/offeror made available to MBE firms

Page __ of __

Prime Contractor:	Project Description:
Solicitation Number:	

Identify those items of work that the bidder/offeror made available to MBE Firms. This includes, where appropriate, those items the bidder/offeror identified and determined to subdivide into economically feasible units to facilitate the MBE participation. For each item listed, show the anticipated percentage of the total contract amount. It is the bidder’s/offeror’s responsibility to demonstrate that sufficient work to meet the goal was made available to MBE Firms, and the total percentage of the items of work identified for MBE participation equals or exceeds the percentage MBE goal set for the procurement. Note: If the procurement includes a list of bid items identified during the goal setting process as possible items of work for performance by MBE Firms, the bidder/offeror should make all of those items of work available to MBE Firms or explain why that item was not made available. If the bidder/offeror selects additional items of work to make available to MBE Firms, those additional items should also be included below.

Identified Items of Work	Was this work listed in the procurement?	Does bidder/offeror normally self-perform this work?	Was this work made available to MBE Firms? If no, explain why?
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

Please check if Additional Sheets are attached.

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST

Part 2 – identified MBE firms and record of solicitations

Page __ of __

Prime Contractor:	Project Description:
Solicitation Number:	

Identify the MBE Firms solicited to provide quotes for the Identified Items of Work made available for MBE participation. Include the name of the MBE Firm solicited, items of work for which bids/quotes were solicited, date and manner of initial and follow-up solicitations, whether the MBE provided a quote, and whether the MBE is being used to meet the MBE participation goal. MBE Firms used to meet the participation goal must be included on the MBE Participation Schedule. Note: If the procurement includes a list of the MBE Firms identified during the goal setting process as potentially available to perform the items of work, the bidder/offeror should solicit all of those MBE Firms or explain why a specific MBE was not solicited. If the bidder/offeror identifies additional MBE Firms who may be available to perform Identified Items of Work, those additional MBE Firms should also be included below. Copies of all written solicitations and documentation of follow-up calls to MBE Firms must be attached to this form. This list should be accompanied by a Minority Contractor Unavailability Certificate signed by the MBE contractor or a statement from the bidder/offeror that the MBE contractor refused to sign the Minority Contractor Unavailability Certificate (see Exhibit A to MBE Attachment 2-1B). If the bidder/offeror used a Non-MBE or is self-performing the identified items of work, Part 4 must be completed.

Name of Identified MBE Firm & MBE Classification	Describe Item of Work Solicited	Initial Solicitation Date & Method	Follow-up Solicitation Date & Method	Details for Follow-up Calls	Quote Rec'd	Quote Used	Reason Quote Rejected
Firm Name: MBE Classification (Check only if requesting waiver of MBE subgoal.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification		Date: <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	Date: <input type="checkbox"/> Phone <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	Time of Call: Spoke With: <input type="checkbox"/> Left Message	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Used Other MBE <input type="checkbox"/> Used Non-MBE <input type="checkbox"/> Self-performing
Firm Name: MBE Classification (Check only if requesting waiver of MBE subgoal.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification		Date: <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	Date: <input type="checkbox"/> Phone <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	Time of Call: Spoke With: <input type="checkbox"/> Left Message	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Used Other MBE <input type="checkbox"/> Used Non-MBE <input type="checkbox"/> Self-performing

Please check if Additional Sheets are attached.

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST

Part 3 – additional information regarding rejected MBE quotes

Page __ of __

Prime Contractor:	Project Description:
Solicitation Number:	

This form must be completed if Part 1 indicates that a MBE quote was rejected because the bidder/offeror is using a Non-MBE or is self-performing the Identified Items of Work. Provide the Identified Items Work, indicate whether the work will be self-performed or performed by a Non-MBE, and if applicable, state the name of the Non-MBE. Also include the names of all MBE and Non-MBE Firms that provided a quote and the amount of each quote.

Describe Identified Items of Work Not Being Performed by MBE (Include spec/ section number from bid)	Self-performing or Using Non-MBE (Provide name)	Amount of Non-MBE Quote	Name of Other Firms who Provided Quotes & Whether MBE or Non-MBE	Amount Quoted	Indicate Reason Why MBE Quote Rejected & Briefly Explain
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE	\$ _____	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other

Please check if Additional Sheets are attached.

**-2: MBE ATTACHMENT
OUTREACH EFFORTS COMPLIANCE STATEMENT**

Complete and submit this form within 10 working days of notification of apparent award or actual award, whichever is earlier.

In conjunction with the bid/proposal submitted in response to Solicitation No. [redacted], I state the following:

1. Bidder/Offeror identified subcontracting opportunities in these specific work categories: _____

2. Attached to this form are copies of written solicitations (with bidding/proposal instructions) used to solicit certified MBE firms for these subcontract opportunities.

3. Bidder/Offeror made the following attempts to personally contact the solicited MDOT-certified MBE firms: _____

4. Please Check One:

- This project does not involve bonding requirements.
- Bidder/Offeror assisted MDOT-certified MBE firms to fulfill or seek waiver of bonding requirements. (DESCRIBE EFFORTS): _____

5. Please Check One:

- Bidder/Offeror did attend the pre-bid/pre-proposal conference.
- No pre-bid/pre-proposal meeting/conference was held.
- Bidder/Offeror did not attend the pre-bid/pre-proposal conference.

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

**-3A: MBE ATTACHMENT
 MBE SUBCONTRACTOR PROJECT PARTICIPATION CERTIFICATION**

Please complete and submit one form for each certified MBE firm listed on the MBE Participation Schedule (Attachment 2-1A) within 10 Working Days of notification of apparent award. If the Bidder/Offeror fails to return this affidavit within the required time, the Procurement Officer may determine that the Bidder/Offeror is not responsible and therefore not eligible for Contract award.

Provided that _____ (Prime Contractor’s Name) is awarded the State contract in conjunction with Solicitation No. _____, such Prime Contractor intends to enter into a subcontract with _____ (Subcontractor’s Name) committing to participation by the MBE firm _____ (MBE Name) with MDOT Certification Number _____ which will receive at least \$ _____ which equals to ___% of the Total Contract Amount for performing the following products/services for the Contract:

NAICS CODE	WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE)	DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES

Each of the Contractor and Subcontractor acknowledges that, for purposes of determining the accuracy of the information provided herein, the Procurement Officer may request additional information, including, without limitation, copies of the subcontract agreements and quotes. Each of the Contractor and Subcontractor solemnly affirms under the penalties of perjury that: (i) the information provided in this MBE Subcontractor Project Participation Affidavit is true to the best of its knowledge, information and belief, and (ii) has fully complied with the State Minority Business Enterprise law, State Finance and Procurement Article §14-308(a)(2), Annotated Code of Maryland which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a Bid/Proposal and:

- (1) fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified Minority Business Enterprise in its Bid/Proposal;
- (2) fail to notify the certified Minority Business Enterprise before execution of the Contract of its inclusion of the Bid/Proposal;
- (3) fail to use the certified Minority Business Enterprise in the performance of the Contract; or
- (4) pay the certified Minority Business Enterprise solely for the use of its name in the Bid/Proposal.

PRIME CONTRACTOR	SUBCONTRACTOR
Signature of Representative: _____	Signature of Representative: _____
Printed Name and Title: _____	Printed Name and Title: _____
Firm's Name: _____	Firm's Name: _____
Federal Identification Number: _____	Federal Identification Number: _____
Address: _____ _____	Address: _____ _____
Telephone: _____	Telephone: _____
Date: _____	Date: _____

MBE ATTACHMENT 2-3B

MBE PRIME PROJECT PARTICIPATION CERTIFICATION

PLEASE COMPLETE AND SUBMIT THIS FORM TO ATTEST EACH SPECIFIC ITEM OF WORK THAT YOUR MBE FIRM HAS LISTED ON THE MBE PARTICIPATION SCHEDULE (ATTACHMENT 2-1A) FOR PURPOSES OF MEETING THE MBE PARTICIPATION GOALS. THIS FORM MUST BE SUBMITTED WITHIN 10 WORKING DAYS OF NOTIFICATION OF APPARENT AWARD. IF THE BIDDER/OFFEROR FAILS TO RETURN THIS AFFIDAVIT WITHIN THE REQUIRED TIME, THE PROCUREMENT OFFICER MAY DETERMINE THAT THE BIDDER/OFFEROR IS NOT RESPONSIBLE AND THEREFORE NOT ELIGIBLE FOR CONTRACT AWARD.

Provided that _____ (Prime Contractor’s Name) with Certification Number _____ is awarded the State contract in conjunction with Solicitation No. _____, such MBE Prime Contractor intends to perform with its own forces at least \$ _____ which equals to _____% of the Total Contract Amount for performing the following products/services for the Contract:

NAICS CODE	WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE) For Construction Projects, General Conditions must be listed separately.	DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES	VALUE OF THE WORK

MBE PRIME CONTRACTOR

Signature of Representative:

Printed Name and Title:

Firm’s Name:

Federal Identification Number:

Address:

Telephone:

Date:

This form must be completed monthly by the prime contractor.

-4A: MBE PRIME CONTRACTOR PAID/UNPAID MBE INVOICE REPORT

Department

Minority Business Enterprise Participation

Prime Contractor Paid/Unpaid MBE Invoice Report

Report #: _____ Reporting Period (Month/Year): _____ Report is due to the MBE Officer by the 15th of the month following the month the services were provided. Note: Please number reports in sequence	Contract #: _____ Contracting Unit: _____ Contract Amount: _____ MBE Subcontract Amt: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____
---	--

Prime Contractor:		Contact Person:	
Address:			
City:		State:	ZIP:
Phone:	FAX: Email:		
MBE Subcontractor Name:		Contact Person:	
Phone:	FAX:		
Subcontractor Services Provided:			
List all payments made to MBE subcontractor named above during this reporting period:		List dates and amounts of any outstanding invoices:	
Invoice#	Amount	Invoice #	Amount
1.		1.	
2.		2.	
3.		3.	
4.		4.	
Total Dollars Paid: \$ _____		Total Dollars Unpaid: \$ _____	
**If more than one MBE subcontractor is used for this contract, you must use separate 2-4A forms. Information regarding payments that the MBE prime will use for purposes of meeting the MBE participation goals must be reported separately in Attachment 2-4B. **Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):			
_____ Contract Manager		_____ Contracting Unit	
(Department)			
_____		mailto: _____	

Signature: _____ Date: _____

(Required)

This form must be completed monthly by MBE subcontractor

SAMPLE MBE 2-5 SUBCONTRACTOR PAID/UNPAID MBE INVOICE REPORT

Minority Business Enterprise Participation

Subcontractor Paid/Unpaid MBE Invoice Report

Report#: _____	Contract #
Reporting Period (Month/Year): _____	Contracting Unit:
Report is due by the 15th of the month following the month the services were performed.	MBE Subcontract Amount:
	Project Begin Date:
	Project End Date:
	Services Provided:

MBE Subcontractor Name:		
MDOT Certification #:		
Contact Person:		Email:
Address:		
City:	State:	ZIP:
Phone:	FAX:	
Subcontractor Services Provided:		
List all payments received from Prime Contractor during reporting period indicated above.		List dates and amounts of any unpaid invoices over 30 days old.
Invoice Amount	Date	Invoice Amount Date
1.		1.
2.		2.
3.		3.
4.		4.
Total Dollars Paid: \$ _____		Total Dollars Unpaid: \$ _____

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

_____ Contract Manager
 _____ Contracting Unit
 (Department)
 _____ mailto: _____

Signature: _____ Date: _____
 (Required)

This form must be completed monthly by MBE subcontractor

MBE 2-5 SUBCONTRACTOR PAID/UNPAID MBE INVOICE REPORT

Minority Business Enterprise Participation

Subcontractor Paid/Unpaid MBE Invoice Report

Report#: _____	Contract #
Reporting Period (Month/Year): _____	Contracting Unit:
Report is due by the 15th of the month following the month the services were performed.	MBE Subcontract Amount:
	Project Begin Date:
	Project End Date:
	Services Provided:

MBE Subcontractor Name:		
MDOT Certification #:		
Contact Person:	Email:	
Address:		
City:	State:	ZIP:
Phone:	FAX:	
Subcontractor Services Provided:		

<p>List all payments received from Prime Contractor during reporting period indicated above.</p> <table> <thead> <tr> <th>Invoice Amount</th> <th>Date</th> </tr> </thead> <tbody> <tr><td>1.</td><td></td></tr> <tr><td>2.</td><td></td></tr> <tr><td>3.</td><td></td></tr> <tr><td>4.</td><td></td></tr> </tbody> </table> <p>Total Dollars Paid: \$ _____</p>	Invoice Amount	Date	1.		2.		3.		4.		<p>List dates and amounts of any unpaid invoices over 30 days old.</p> <table> <thead> <tr> <th>Invoice Amount</th> <th>Date</th> </tr> </thead> <tbody> <tr><td>1.</td><td></td></tr> <tr><td>2.</td><td></td></tr> <tr><td>3.</td><td></td></tr> <tr><td>4.</td><td></td></tr> </tbody> </table> <p>Total Dollars Unpaid: \$ _____</p>	Invoice Amount	Date	1.		2.		3.		4.	
Invoice Amount	Date																				
1.																					
2.																					
3.																					
4.																					
Invoice Amount	Date																				
1.																					
2.																					
3.																					
4.																					

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

_____ Contract Manager
 _____ Contracting Unit
 (Department)

 _____ mailto:

Signature: _____ Date: _____

M00B5400373

ATTACHMENT 3 TASK ORDER AGREEMENT

CATS+ TORFP# M00B5400373 OF MASTER CONTRACT #060B2490023

This Task Order Agreement (“TO Agreement”) is made this day of Month, 20XX by and between _____ (TO Contractor) and the STATE OF MARYLAND, <<TO REQUESTING AGENCY Name>> (DHMH).

IN CONSIDERATION of the mutual premises and the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
 - a) “Agency” means <<TO Requesting Agency Name>>, as identified in the CATS+ TORFP # M00B5400373.
 - b) “CATS+ TORFP” means the Task Order Request for Proposals # M00B5400373, dated MONTH DAY, YEAR, including any addenda.
 - c) “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and TO Contractor dated April 22, 2013.
 - d) “TO Procurement Officer” means <<TO Procurement Officer Name>>. The Agency may change the TO Procurement Officer at any time by written notice.
 - e) “TO Agreement” means this signed TO Agreement between DHMH and TO Contractor.
 - f) “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is _____.
 - g) “TO Contract Monitor” means <<TO Manager Name>>. The Agency may change the TO Contract Monitor at any time by written notice to the TO Contractor.
 - h) “TO Technical Proposal” means the TO Contractor’s technical response to the CATS+ TORFP dated date of TO Technical Proposal.
 - i) “TO Financial Proposal” means the TO Contractor’s financial response to the CATS+ TORFP dated date of TO Financial Proposal.
 - j) “TO Proposal” collectively refers to the TO Technical Proposal and TO Financial Proposal.
2. Scope of Work
 - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supersede the Master Contract.
 - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS+ TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
 - a) The TO Agreement,
 - b) Exhibit A – CATS+ TORFP
 - c) Exhibit B – TO Technical Proposal
 - d) Exhibit C – TO Financial Proposal

2.3 The TO Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the TO Agreement. No other order, statement or conduct of the TO Procurement Officer or any other person shall be treated as a change or entitle the TO Contractor to an equitable adjustment under this Section. Except as otherwise provided in this TO Agreement, if any change under this Section causes an increase or decrease in the TO 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 TO Agreement price shall be made and the TO Agreement modified in writing accordingly. The TO 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 TO Contractor shall be allowed if asserted after final payment under this TO Agreement. Failure to agree to an adjustment under this Section shall be a dispute under the Disputes clause of the Master Contract. Nothing in this Section shall excuse the TO Contractor from proceeding with the TO Agreement as changed.

3. Time for Performance

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS+ TORFP on receipt of a Notice to Proceed from the TO Contract Monitor. The term of this TO Agreement is for a period of _____, commencing on the date of Notice to Proceed and terminating on Month Day, Year. At the sole option of the State, this TO Agreement may be extended for two (2) additional, one (1) year periods for a total TO Agreement period ending on Month, Day, Year.

4. Consideration and Payment

- 4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS+ TORFP and shall not exceed \$ _____. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Contract Monitor is at the TO Contractor’s risk of non-payment.
- 4.2 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS+ TORFP, but no later than thirty (30) days after the Agency’s receipt of a proper invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.
- 4.3 Each invoice for services rendered must include the TO Contractor’s Federal Tax Identification Number which is _____. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the Agency TO Contract Monitor unless otherwise specified herein.
- 4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

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

TO Contractor Name

By: Type or Print TO Contractor POC

Date

Witness: _____

STATE OF MARYLAND, DHMH

By: insert name, TO Procurement Officer

_____ Date

Witness: _____

Approved for form and legal sufficiency this _____ day of _____ 20__.

Assistant Attorney General

ATTACHMENT 4 CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

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

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

Date: _____ By: _____

(Authorized Representative and Affiant)

ATTACHMENT 5 LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY (INSTRUCTIONS)

- a. For this TORFP,
- b. Master Contractors shall comply with all personnel requirements defined under the Master Contract RFP 060B2490023.
- c. Master Contractors shall propose the resource that best fits the specified CATS+ Labor Category. A Master Contractor may only propose against labor categories in the Master Contractor's CATS+ Master Contract Financial Proposal.
- d. A Master Contractor's entire TO Technical Proposal will be deemed not susceptible for award if any of the following occurs:
- e. Failure to follow these instructions.
- f. Failure to propose a resource for each job title or labor category identified in the TORFP as a required submission.
- g. Failure of any proposed resource to meet minimum requirements as listed in this TORFP and in the CATS+ Master Contract.
- h. Placing content on the Minimum Qualifications Summary that is not also on the Personnel Resume Form. *The function of the Minimum Qualifications Summary is to aid the agency to make a minimum qualification determination. Information on the Minimum Qualification Summary must correspond with information on the Personnel Resume form and shall not contain additional content not found on the other form.*
- i. A resource proposed in response to this TORFP is not available as of TO award. Substitutions prior to award are considered alternate proposals and will not be allowed.
- j. Complete and sign the **Minimum Qualifications Summary** (Attachment 5A) and the **Personnel Resume Form** (Attachment 5B) for each resource proposed. Alternate resume formats are not allowed.
- k. The **Minimum Qualifications Summary** demonstrates the proposed resource meets minimum qualifications for the labor category, as defined in the CATS+ Master Contract RFP Section 2.10, and any additional minimum requirements stated in this TORFP. For each minimum qualification, indicate the location on the Personnel Resume Form (5B) demonstrating meeting this requirement.

Only include the experience relevant to meeting a particular minimum qualification. Every skill must be linked to specific work experience and/or education. *The Minimum Qualification Summary shall not contain content that cannot be correlated to the Personnel Resume form.*

Every experience listed on the Minimum Qualifications Resume Summary must be explicitly listed with start and stop dates. 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 the mandatory time requirement; in this case, three months. Note: Overlapping time periods shall only count once against a specific minimum qualification (i.e., a minimum qualification may not be met by listing two examples occurring during the same time period.).

1. The **Personnel Resume Form** provides resumes in a standard format. Additional information may be attached to each Personnel Resume Summary if it aids a full and complete understanding of the individual proposed.

ATTACHMENT 5 A. MINIMUM QUALIFICATIONS SUMMARY

Job Description	Minimum Qualifications	How Resource Meets
Project Manager	<p>Education:</p> <ul style="list-style-type: none"> a. Bachelor’s Degree from an accredited college or university in Engineering, Computer Science, Information Systems, Business or other related discipline. <p>General Experience:</p> <ul style="list-style-type: none"> a. At least three (3) years of experience in managing IT projects; and, b. At least five (5) years of experience in project management. <p>Specialized Experience:</p> <ul style="list-style-type: none"> a. At least two (2) years of experience in a leadership role on projects similar to the scope of work for this TORFP; and, b. At least one (1) year experience in a leadership role in state and/or federal government IT-related project(s). 	
Help Desk Lead	<p>Education:</p> <ul style="list-style-type: none"> a. Bachelor’s Degree from an accredited college or university in Engineering, Computer Science, Information Systems, Business or other related discipline. <p>General Experience:</p> <ul style="list-style-type: none"> a. Three (3) years of experience with current and emerging IT products, services, processes, and methodologies, along with a continuing understanding of the business function and process; and, b. Two (2) years of experience in a leadership role managing Help Desk operations <p>Specialized Experience:</p> <ul style="list-style-type: none"> a. One (1) year of experience with 	

Job Description	Minimum Qualifications	How Resource Meets
	care management systems or other healthcare solutions.	
Operations Lead	<p>Education:</p> <p>a. Bachelor’s Degree from an accredited college or university in Engineering, Computer Science, Information Systems, or other related discipline.</p> <p>General Experience:</p> <p>a. Two (2) years of experience in a leadership role with data processing operations</p> <p>Specialized Experience:</p> <p>a. Two (2) years of experience with claims processing operations.</p>	
Senior Network Engineer	<p>Education:</p> <p>a. Bachelor’s Degree from an accredited college or university in Engineering, Computer Science, Information Systems, Business or other related discipline</p> <p>General Experience:</p> <p>a. At least eight (8) years of experience in computer-related field.</p> <p>Specialized Experience:</p> <p>a. At least five (5) years of experience in planning, designing, implementation and operations of data analysis or telecommunications networks. Shall have experience with network analysis/management tools and techniques.</p>	

ATTACHMENT 5 B. PERSONNEL RESUME FORM

CATS+ TORFP # M00B5400373

Instructions: Submit one resume form for each resource proposed. Do not submit other resume formats. Fill out each box as instructed. Failure to follow the instructions on the instructions page and in TORFP may result in the TO Proposal being considered not susceptible for award.

Resource Name:	
Master Contractor:	<insert Master Contractor name> Sub-Contractor (if applicable):
Proposed CATS+ Labor Category:	<proposed by Master Contractor OR agency inserts the CATS+ labor category>
Job Title (As listed in TORFP):	<as described in this TORFP>

Education / Training (start with most recent degree / certificate)

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 Section 2 of the TORFP. Start with the most recent experience first; do not include experience not relevant to the scope of this TORFP; use Employment History below for full employment history. Enter dates as MM/YY – MM/YY. Add lines as needed.

[Organization] [Title / Role] [Period of Employment / Work (MM/YY – MM/YY)] [Location] [Contact Person (Optional if current employer)] [Technologies Used]	Description of Work (recommended: organize work descriptions to address minimum qualifications and other requirements)
[Organization] [Title / Role] [Period of Employment / Work MM/YY – MM/YY] [Location] [Contact Person] [Technologies Used]	Description of Work (recommended: organize work descriptions to address minimum qualifications and other requirements)

*Fill out each box. Do not enter “see resume” as a response.

A) References for Proposed Resource (if requested in the TORFP)

List persons the State may contact as employment references. Add lines as needed.

Reference Number:	1
Date From:	<mm/yy>
Date To:	<mm/yy>

ATTACHMENT 6 PRE-PROPOSAL CONFERENCE DIRECTIONS

There is a private parking garage directly across the street from 201W. Preston St. Building.

FROM THE NORTH OR SOUTH ON I-95

Take the exit for Route I-395 (Downtown Baltimore), staying in the right lane. Continue going straight using the Martin Luther King, Jr. Blvd. off-ramp. Go approximately two (2) miles and turn left at Eutaw Street. Make the next right onto Preston Street. About halfway down the block on the left is a paid visitor's parking lot. The O'Connor Building is across the street (tan building).

FROM THE NORTH ON I-83

Follow I-83 to the North Avenue exit. Make a left onto North Avenue. Immediately after you cross the bridge, make a right onto Howard Street. Proceed on Howard Street for almost a half-mile and make a right onto Preston Street (Armory on right corner). Take the second right to the paid visitor's parking lot. The O'Connor Building is across the street (tan building).

FROM THE WEST ON I-70

Take I-70 East to I-695 South toward Glen Burnie. Follow I-695 South to I-95 North. Follow I-95 to the exit for Route I-395 North. Take the exit for Route I-395 (Downtown Baltimore), staying in the right lane. Continue going straight using the Martin Luther King, Jr. Blvd. off-ramp. Go approximately two (2) miles and turn left at Eutaw Street. Make the next right onto Preston Street. About halfway down the block on the left is a paid visitor's parking lot. The O'Connor Building is across the street (tan building).

FROM ANNAPOLIS AND VICINITY ON I-97

Follow I-97 North toward Baltimore. Exit at the Baltimore Beltway (I-695) West toward Towson. Continue on I-695 to I-95 North. Take the exit for Route I-395 (Downtown Baltimore), staying in the right lane. Continue going straight using the Martin Luther King, Jr. Blvd. off-ramp. Go approximately two (2) miles and turn left at Eutaw Street. Make the next right onto Preston Street. About halfway down the block on the left is a paid visitor's parking lot. The O'Connor Building is across the street (tan building).

BALTIMORE METRO

The Baltimore Metro runs from Charles Center to Owings Mills. Get off the Subway at the State Center stop. Take the escalator, or elevator, to the top, and you will be on West Preston Street.

LIGHT RAIL

A light rail line connects Timonium, Baltimore and Glen Burnie. Get off of the Light rail at the Cultural Center Station. Perpendicular to the station is

ATTACHMENT 7 NOTICE TO PROCEED (SAMPLE)

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS+ M00B5400373 (TORFP #): M00B5400373

Dear TO Contractor Contact:

This letter is your official Notice to Proceed as of Month Day, Year, for the above-referenced Task Order Agreement. Mr. / Ms. _____ of DHMH will serve as the TO Contract Monitor and your contact person on this Task Order. He / She can be reached at telephone _____.

Enclosed is an original, fully executed Task Order Agreement and purchase order.

Sincerely,

<<TO Procurement Officer Name>>

Task Order Procurement Officer

Enclosures (2)

cc: Susan Harrison, TO Contract Monitor

Procurement Liaison Office, Department of Information Technology

Project Oversight Office, Department of Information Technology

ATTACHMENT 8 AGENCY RECEIPT OF DELIVERABLE FORM

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

ATTACHMENT 9 AGENCY DELIVERABLE PRODUCT ACCEPTANCE FORM

Agency Name: DHMH

Solicitation Name: LTSS O&M

TO Contract Monitor: Susan Harrison

To: TO Contractor Name

The following deliverable, as required by M00B5400373 (TORFP #): M00B5400373 has been received and reviewed in accordance with the TORFP.

Title of deliverable: _____

TORFP Contract Reference Number: Section # _____

Deliverable Reference ID # _____

This deliverable:

Is accepted as delivered.

Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

TO Contract Monitor Signature

Date Signed

ATTACHMENT 10 NON-DISCLOSURE AGREEMENT (OFFEROR)

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

ATTACHMENT 11 NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this ____ day of _____, 20__, by and between the State of Maryland (“the State”), acting by and through its DHMH (the “Department”), and _____ (“TO Contractor”), a corporation with its principal business office located at _____ and its principal office in Maryland located at _____.

RECITALS

WHEREAS, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for LTSS O&M TORFP No. M00B5400373 dated _____, (the “TORFP”) issued under the Consulting and Technical Services procurement issued by the Department, Project Number 060B2490023; and

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

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

1. Confidential Information means any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement, regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such. Confidential Information includes, by way of example only, information that the TO Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the TO Agreement.
2. TO Contractor shall not, without the State’s prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information provided by the State except for the sole and exclusive purpose of performing under the TO Agreement. TO Contractor shall limit access to the Confidential Information to the TO Contractor’s Personnel who have a demonstrable need to know such Confidential Information in order to perform under the TO Agreement and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the TO Contractor’s Personnel are attached hereto and made a part hereof as Exhibit A. Each individual whose name appears on Exhibit A shall execute a copy of this Agreement and thereby be subject to the terms and conditions of this Agreement to the same extent as the TO Contractor. TO Contractor shall update Exhibit A by adding additional names as needed, from time to time.
3. If the TO Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the TO Contractor’s performance of the TORFP or who will otherwise have a role in performing any aspect of the TORFP, the TO Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.
4. TO Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, to adopt or establish operating procedures and physical security measures, and to take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.
5. TO Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the TO Contractor’s Personnel or the TO Contractor’s former Personnel. TO Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).

6. TO Contractor shall, at its own expense, return to the Department, all Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the TO Agreement.
7. A breach of this Agreement by the TO Contractor or by the TO Contractor’s Personnel shall constitute a breach of the Master Contract Agreement between the TO Contractor and the State.
8. TO Contractor acknowledges that any failure by the TO Contractor or the TO Contractor’s Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State’s rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages from the TO Contractor and the TO Contractor’s Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys’ fees and disbursements) that are attributable, in whole or in part to any failure by the TO Contractor or any of the TO Contractor’s Personnel to comply with the requirements of this Agreement, the TO Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
9. TO Contractor and each of the TO Contractor’s Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement and the TO Contractor shall provide originals of such executed Agreements to the State.
10. The parties further agree that:
 - This Agreement shall be governed by the laws of the State of Maryland;
 - The rights and obligations of the TO Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
 - The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
 - The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
 - Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and
 - The Recitals are not merely prefatory but are an integral part hereof.

TO Contractor/TO Contractor’s Personnel:

DHMH:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A – FOR THE NONDISCLOSURE AGREEMENT (TO CONTRACTOR)
TO CONTRACTOR’S EMPLOYEES AND AGENTS WHO WILL BE GIVEN ACCESS TO
THE CONFIDENTIAL INFORMATION

Printed Name and Address
of Employee or Agent

Signature

Date

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

ATTACHMENT 12 TO CONTRACTOR SELF-REPORTING CHECKLIST

The purpose of this checklist is for CATS+ Master Contractors to self-report on adherence to procedures for task orders (TO) awarded under the CATS+ Master Contract. Requirements for TO management can be found in the CATS+ Master Contract RFP and at the TORFP level. The Master Contractor is requested to complete and return this form by the Checklist Due Date below. Master Contractors may attach supporting documentation as needed. Please send the completed checklist and direct any related questions to contractoversight.doit@maryland.gov with the TO number in the subject line.

Master Contractor:	
Master Contractor Contact / Phone:	
Procuring State Agency Name:	
TO Title:	
TO Number:	
TO Type (Fixed Price, T&M, or Both):	
Checklist Issue Date:	
Checklist Due Date:	
Section 1 – Task Orders with Invoices Linked to Deliverables	
A) Was the original TORFP (Task Order Request for Proposals) structured to link invoice payments to distinct deliverables with specific acceptance criteria? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip to Section 2.)	
B) Do TO invoices match corresponding deliverable prices shown in the accepted Financial Proposal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	
C) Is the deliverable acceptance process being adhered to as defined in the TORFP? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	
Section 2 – Task Orders with Invoices Linked to Time, Labor Rates and Materials	
A) If the TO involves material costs, are material costs passed to the agency without markup by the Master Contractor? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	
B) Are labor rates the same or less than the rates proposed in the accepted Financial Proposal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	
C) Is the Master Contractor providing timesheets or other appropriate documentation to support invoices? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	
Section 3 – Substitution of Personnel	
A) Has there been any substitution of personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip to Section 4.)	
B) Did the Master Contractor request each personnel substitution in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)	

<p>C) Does each accepted substitution possess equivalent or better education, experience and qualifications than incumbent personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>	
<p>Was the substitute approved by the agency in writing? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>	
<p>Section 4 – MBE Participation</p>	
<p>A) What is the MBE goal as a percentage of the TO value?</p>	<p>% (If there is no MBE goal, skip to Section 5)</p>
<p>B) Are MBE reports 2-4A and 2-5 submitted monthly? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>	
<p>C) What is the actual MBE percentage to date? (divide the dollar amount paid to date to the MBE by the total amount paid to date on the TO) % (Example - \$3,000 was paid to date to the MBE subcontractor; \$10,000 was paid to date on the TO; the MBE percentage is 30% (3,000 ÷ 10,000 = 0.30))</p>	
<p>Is this consistent with the planned MBE percentage at this stage of the project? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>	
<p>Has the Master Contractor expressed difficulty with meeting the MBE goal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If yes, explain the circumstances and any planned corrective actions)</p>	
<p>Section 5 – TO Change Management</p>	
<p>A) Is there a written change management procedure applicable to this TO? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>	
<p>B) Does the change management procedure include the following?</p> <p style="padding-left: 40px;"> Yes <input type="checkbox"/> No <input type="checkbox"/> Sections for change description, justification, and sign-off Yes <input type="checkbox"/> No <input type="checkbox"/> Sections for impact on cost, scope, schedule, risk and quality (i.e., the impact of change on satisfying TO requirements) Yes <input type="checkbox"/> No <input type="checkbox"/> A formal group charged with reviewing / approving / declining changes (e.g., change control board, steering committee, or management team) </p>	
<p>C) Have any change orders been executed? Yes <input type="checkbox"/> No <input type="checkbox"/> (If yes, explain expected or actual impact on TO cost, scope, schedule, risk and quality)</p>	
<p>D) Is the change management procedure being followed? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why)</p>	

SUBMIT AS INSTRUCTED IN TORFP.

ATTACHMENT 13 LIVING WAGE AFFIDAVIT OF AGREEMENT

Contract No. _____
 Name of Contractor _____
 Address _____
 City _____ State _____ Zip Code _____

If the Contract is Exempt from the Living Wage Law

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

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

If the Contract is a Living Wage Contract

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

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

- All employee(s) proposed to work on the State contract will spend less than one-half of the employee’s time during every work week on the State contract;
- All employee(s) proposed to work on the State contract will be 17 years of age or younger during the duration of the State contract; or
- All employee(s) proposed to work on the State contract will work less than 13 consecutive weeks on the State contract.

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

Name of Authorized Representative: _____
 Signature of Authorized Representative _____
 Date: _____ Title: _____
 Witness Name (Typed or Printed): _____
 Witness Signature and Date: _____

ATTACHMENT 14 MERCURY AFFIDAVIT

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

**ATTACHMENT 15 VETERAN SMALL BUSINESS ENTERPRISE PARTICIPATION
(VSBE) FOR STATE OF MARYLAND**

The VSBE subcontractor participation goal for this solicitation is 0%.

ATTACHMENT 16 CERTIFICATION REGARDING INVESTMENTS IN IRAN

Authority: State Finance & Procurement, §§17-701 – 17-707, Annotated Code of Maryland [Chapter 447, Laws of 2012.]

List: The Investment Activities in Iran list identifies companies that the Board of Public Works has found to engage in investment activities in Iran; those companies may not participate in procurements with a public body in the State. “Engaging in investment activities in Iran” means:

- Providing goods or services of at least \$20 million in the energy sector of Iran; or
- For financial institutions, extending credit of at least \$20 million to another person for at least 45 days if the person is on the Investment Activities In Iran list and will use the credit to provide goods or services in the energy of Iran.

The Investment Activities in Iran list is located at: www.bpw.state.md.us

Rule: A company listed on the Investment Activities In Iran list is ineligible to bid on, submit a proposal for, or renew a contract for goods and services with a State Agency or any public body of the State. Also ineligible are any parent, successor, subunit, direct or indirect subsidiary of, or any entity under common ownership or control of, any listed company.

NOTE: This law applies only to new contracts and to contract renewals. The law does not require an Agency to terminate an existing contract with a listed company.

CERTIFICATION REGARDING INVESTMENTS IN IRAN

The undersigned certifies that, in accordance with State Finance & Procurement Article, §17-705:

- (i) it is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in §17-702 of State Finance & Procurement; and
- (ii) it is not engaging in investment activities in Iran as described in State Finance & Procurement Article, §17-702.

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

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____ Title: _____

 Witness Name (Typed or Printed):

 Witness Signature and Date:

ATTACHMENT 17 SAMPLE WORK ORDER

WORK ORDER	Work Order #	Contract #		
This Work Order is issued under the provisions of the Task Order. The services authorized are within the scope of services set forth in the <i>Purpose</i> of the Work Order.				
Purpose				
Statement of Work Requirements:				
<u>Deliverable(s), Acceptance Criteria and Due Date(s):</u>				
Deliverables are subject to review and approval by DHMH prior to payment. <i>(Attach additional sheets if necessary)</i>				
Start Date		End Date		
Cost				
Description for Task / Deliverables	Quantity (if applicable)	Labor Hours (Hrs.)	Labor Rate	Estimate Total
1.			\$	\$
2.			\$	\$
DHMH shall pay an amount not to exceed				\$
Contractor		Agency Approval		
(Signature) Contractor Authorized Representative (Date)		(Signature) TO Contract Monitor (Date)		
POC	(Print Name)	TO Contract Monitor	(Print Name)	
Telephone No.		Telephone No.		
E-mail:		E-mail:		

ATTACHMENT 18 PERFORMANCE EVALUATION FORM

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

ATTACHMENT 19 CRIMINAL BACKGROUND CHECK AFFIDAVIT

THIS ATTACHMENT DOES NOT APPLY TO THIS TORFP.

ATTACHMENT 20 LTSS SYSTEM TECHNICAL INFRASTRUCTURE

The LTSS system is hosted in two co-located data centers with multiple clusters and physical servers. In order to achieve the best redundancy in the most effective manner, the system components are hosted across three virtual machine clusters in two geographically separate data centers. Two of the clusters are located in Ashburn and they host the LTSS system during normal operation while the third is at the Omaha data center, which acts as a DR site.

In order to ensure High Availability (HA) described in previous sections, the LTSS system requires a minimum of two clusters with four VM hosts each connected to two separate SANs. Multi-cluster, multi-storage systems provide the highest availability with the most resiliency. Each host has 40 logical cores and 256 GB RAM. Each chassis/host and SAN must have redundant network connections to provide HA.

Like any other web application, the LTSS system infrastructure requires several management systems and services to assist with system operations listed below:

- Active Directory Domain Services: This service is optional, but does provide a better ability to manage as well as provide a vast amount of other services (DNS, DHCP, etc.)
- Authentication: Web authentication and SSO, each depend on a form of authentication, both internal to the domain and for the external user; Lightweight Directory Services and Kerberos are currently being used.
- Backup/Restore: Data Protection Manager is currently being used to provide backups in the event of a server failure or need to restore
- Build Services: TFS/MSBuild is used to build and compile the code that is to be deployed
- Deployment Services: Release Management Server deploys code managed by TFS
- External DNS: DynDNS manages external DNS resolution for websites to allow the client to connect
- Firewall: FortiNet provides a layer of security and also gives the ability to create custom rules for internet exposed servers
- Help Desk Support Software: Clarity Connect offers the ability to track Help Desk calls as well as archive call recordings if necessary, and provides call analytics and queue metrics as well as the capability for a supervisor to shadow a call; TFS is used for ticketing and archiving of closed issues
- Internal DNS: Windows DNS provides internal DNS resolution for servers
- Mail Services: Microsoft Exchange 2013 allows the system the ability to send email
- Monitoring: System Center Operations Manager, Solarwinds allows the system to be monitored at the application level, reporting errors and alerting on system outages
- Network Load Balancers: KEMP load balances web servers on the front end providing HA

These core services are integral to the operation and support of the LTSS system. While it is possible to use different software tools for these services, these functions must be supported as part of the system.

Technical Infrastructure Diagrams

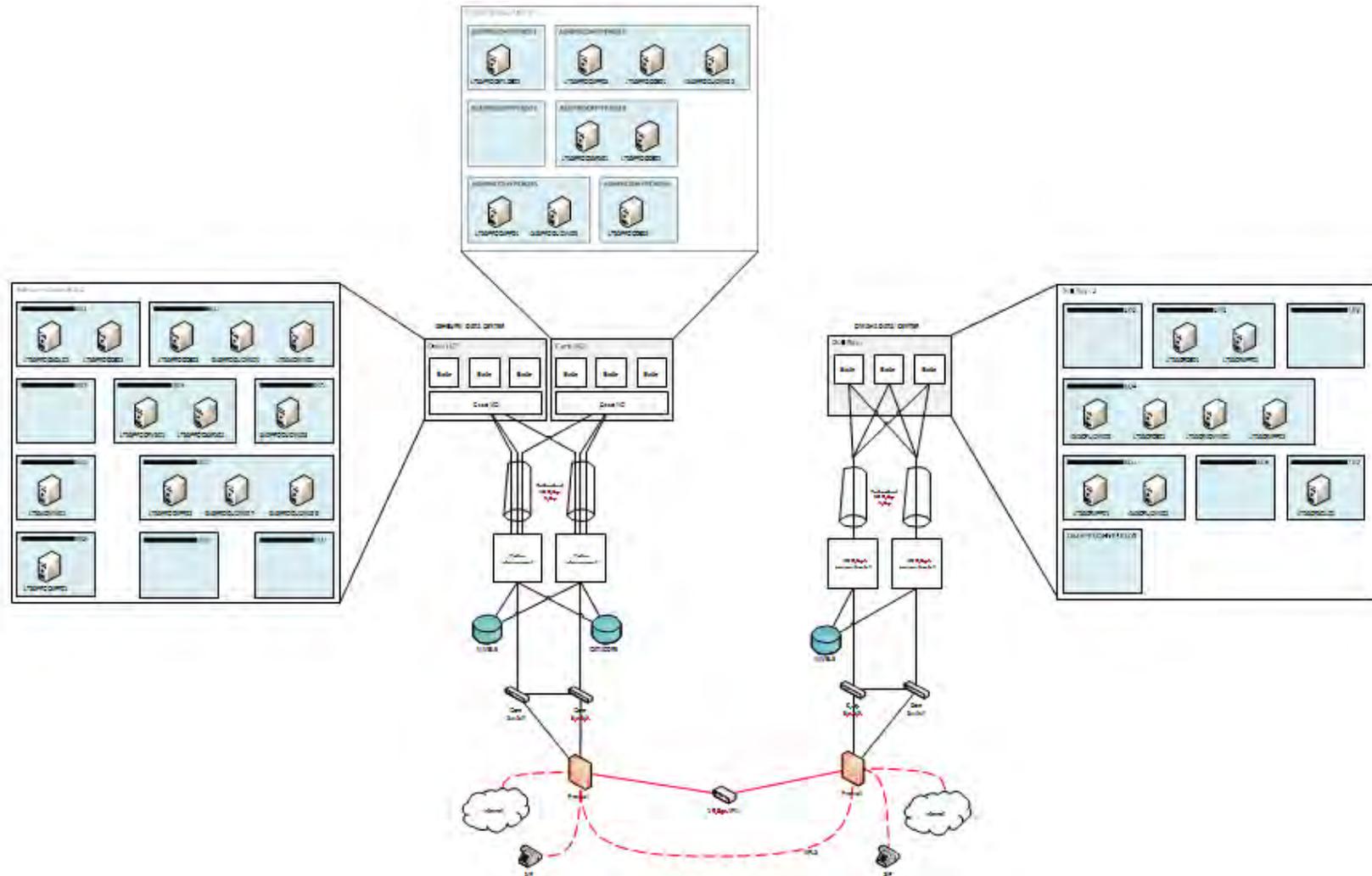


Figure 1: LTSS Complete Hosting Environment

Note: This diagram does not format well for reading on one page; therefore, in subsequent Figures on the pages that follow, sections of this diagram are presented in more detail.

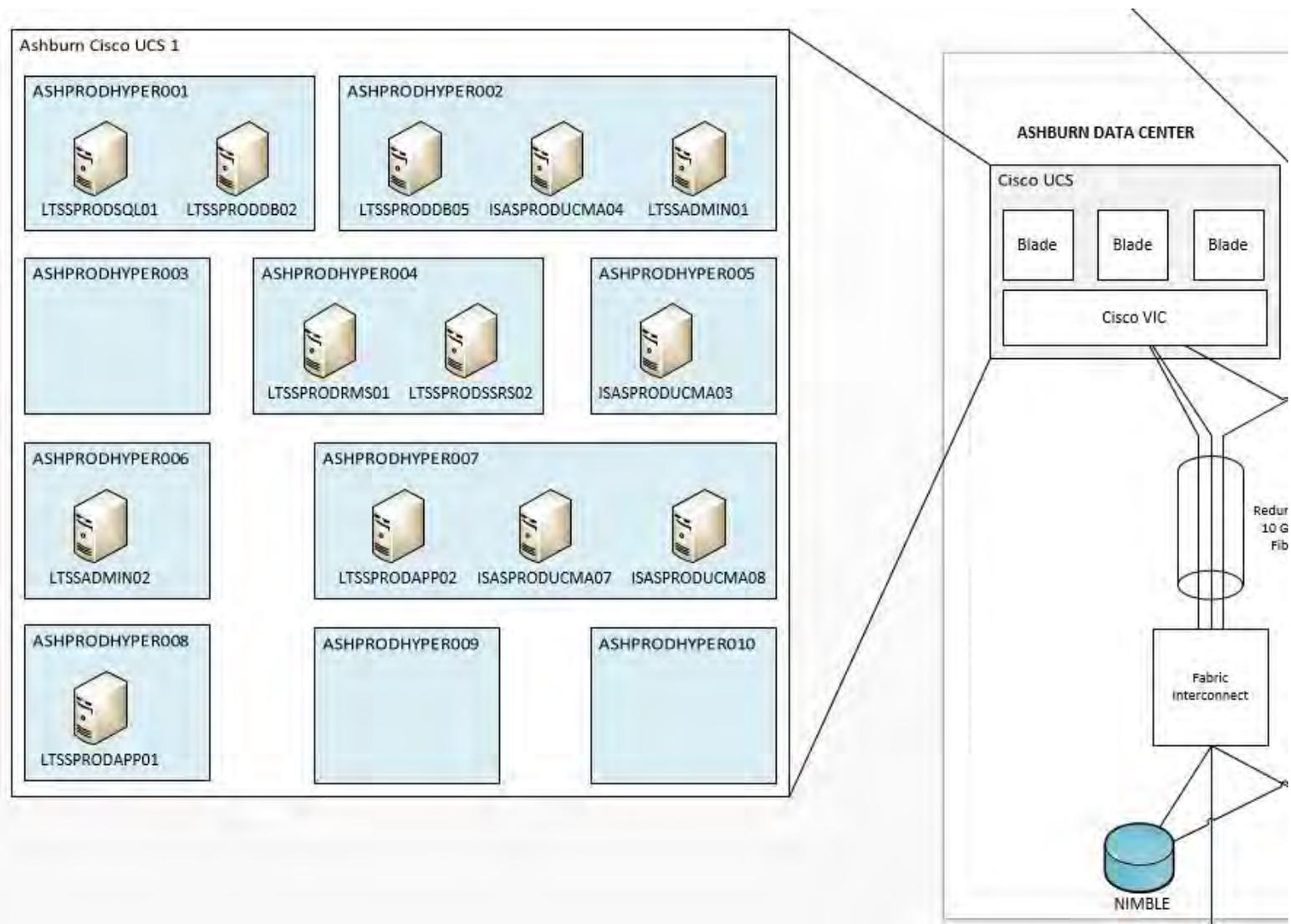


Figure 2: Ashburn Cluster 1 Hosts and VMs

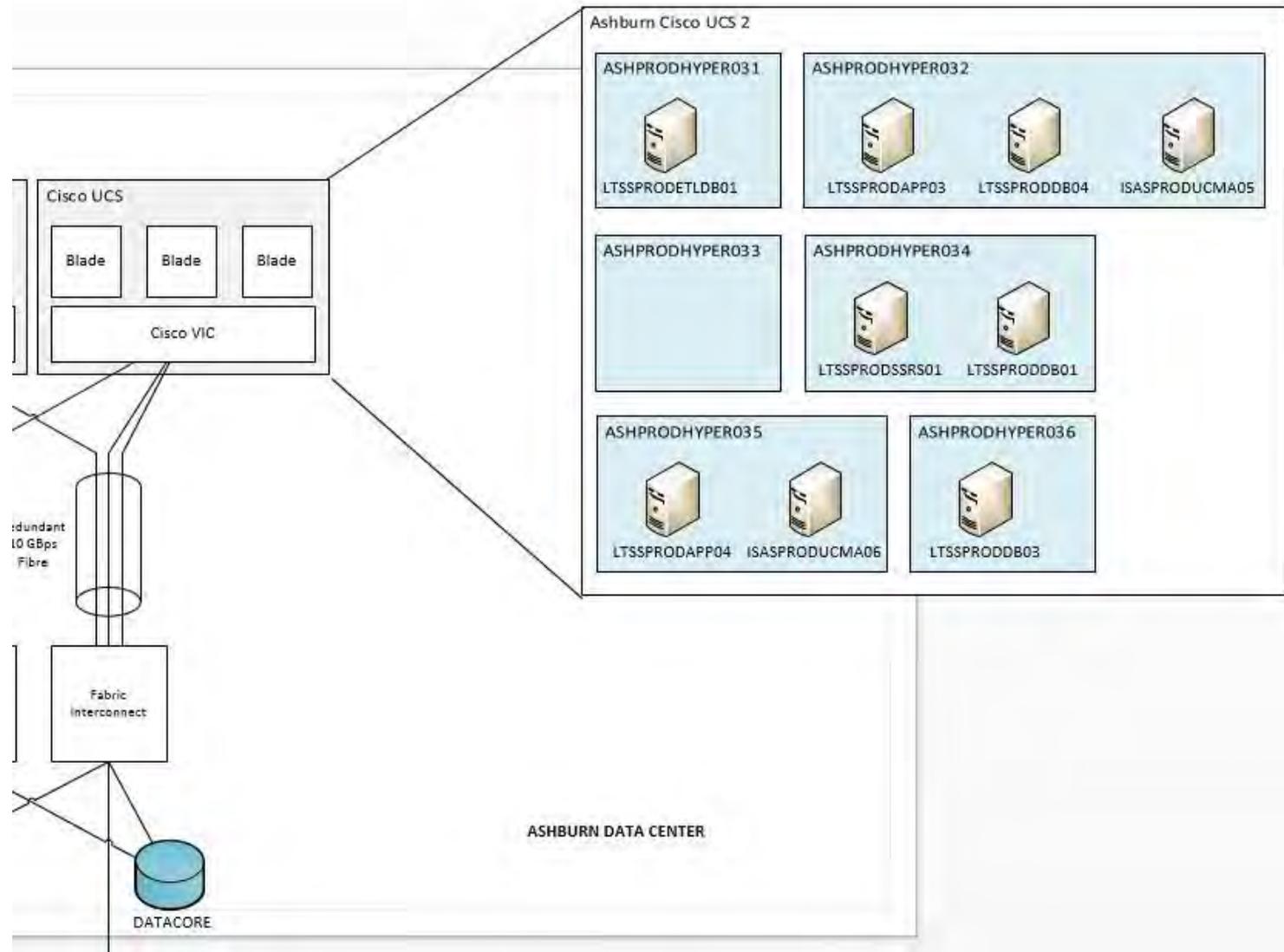


Figure 3: Ashburn Cluster 2 Hosts and VMs

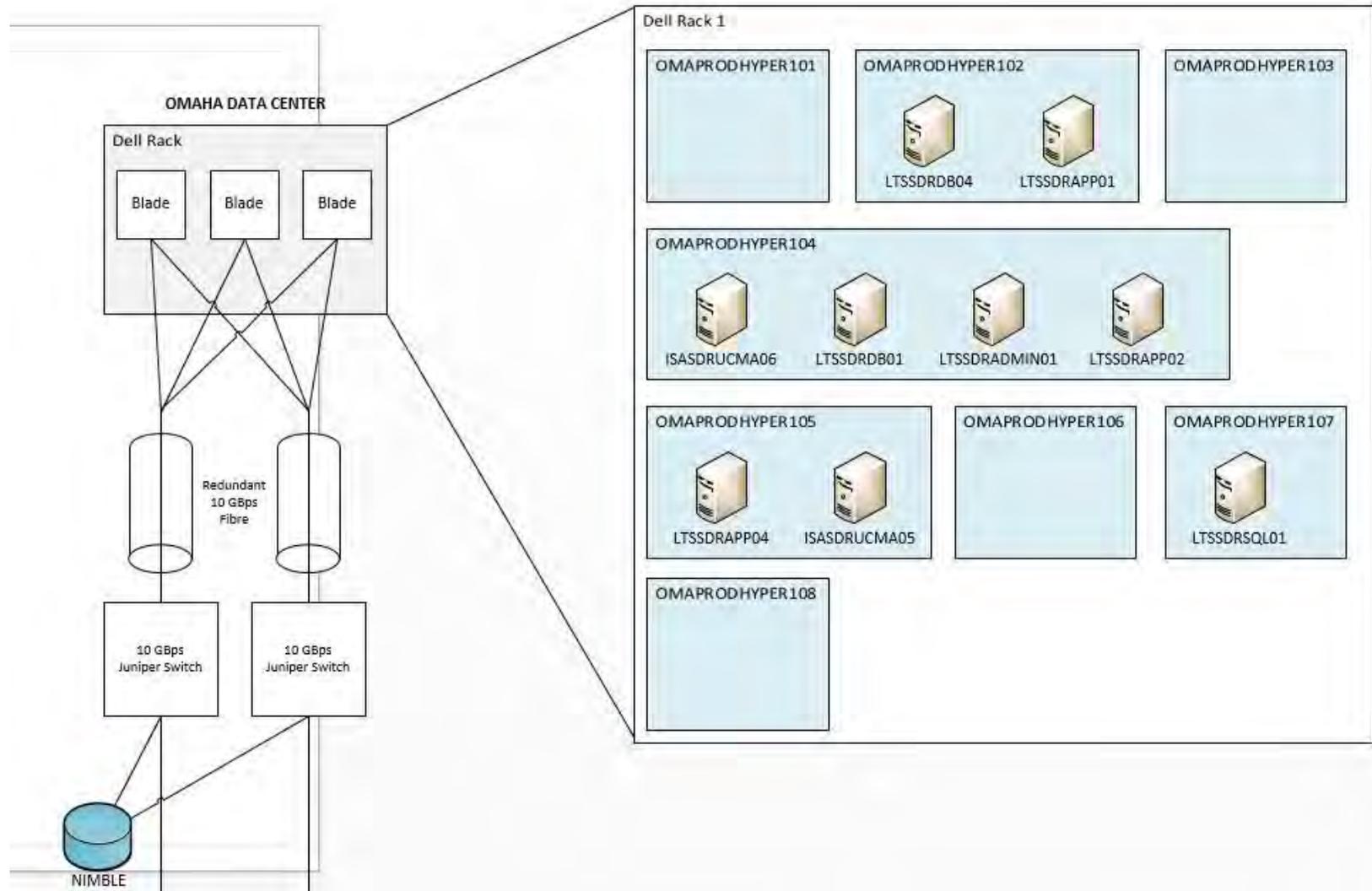


Figure 4: Omaha Cluster Hosts and VMs

Hardware

Physical Servers

As shown in the diagrams (Figures 1, 2, 3 and 4) in the previous section, the LTSS production system is hosted on 24 physical servers, excluding the servers needed for the core services listed in the previous section.

Currently, the LTSS system uses some of the incumbent TO Contractor's corporate assets in a multi-customer shared solution. DHMH requires a different configuration going forward. In an isolated environment, it would require approximately 10 physical servers in three clusters to evenly distribute the VMs for various application layers on separate clusters and servers. Figure 5 provides physical specifications of the physical servers in all three clusters:

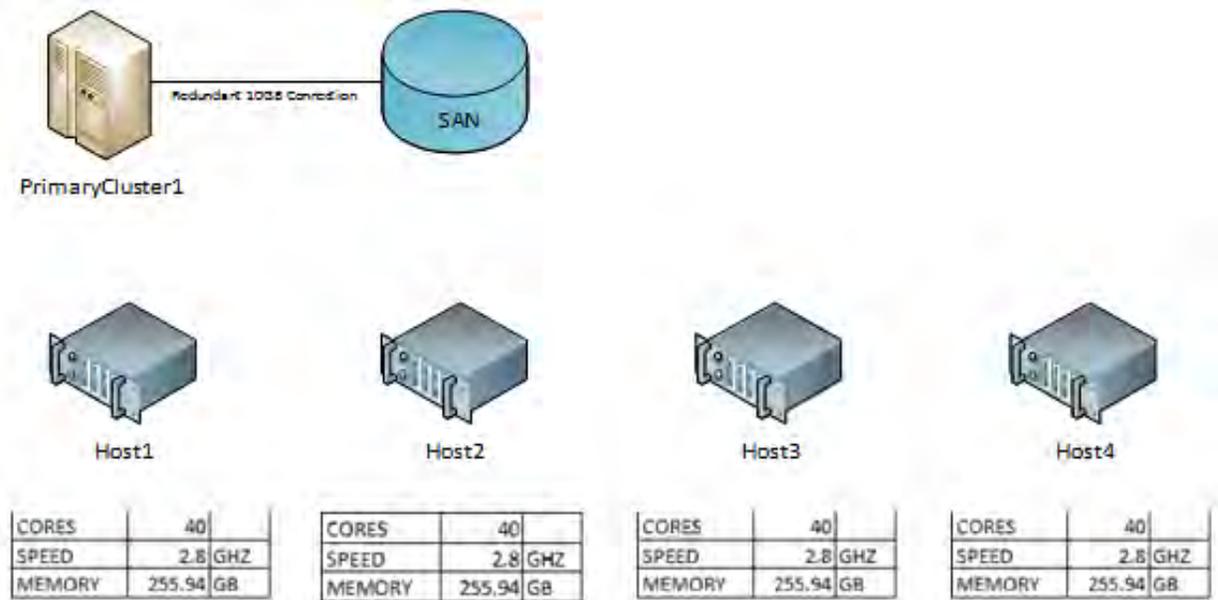


Figure 5: Ashburn Cluster 1 Physical Servers

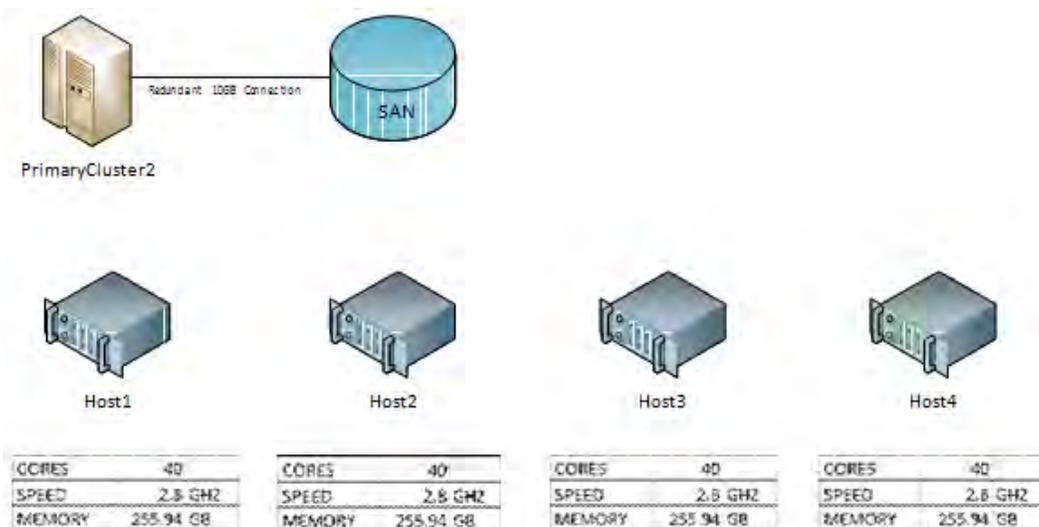


Figure 6: Ashton Cluster 2 Physical Servers

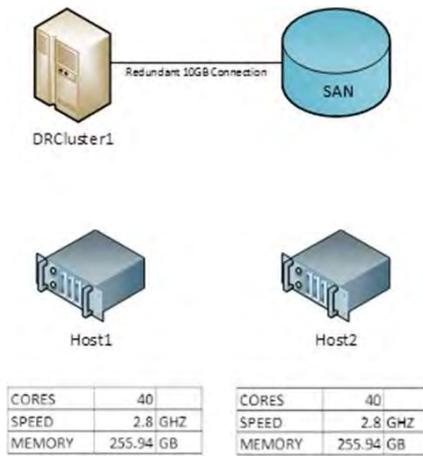


Figure 7: Omaha Cluster Physical Servers

Virtual Servers

Each physical server listed above is configured to host multiple virtual servers, depending on their size. As described earlier, the virtual servers are hosted in such a way that load balanced or failover servers for the same layer are on separate physical server and separate cluster. This ensures redundancy and HA if any physical server or cluster has any problem impacting operations of the virtual servers hosted there. Figures 8, 9 and 10 provide details of virtual servers by the LTSS application layer (e.g., web, database, etc.) under each of the three clusters.

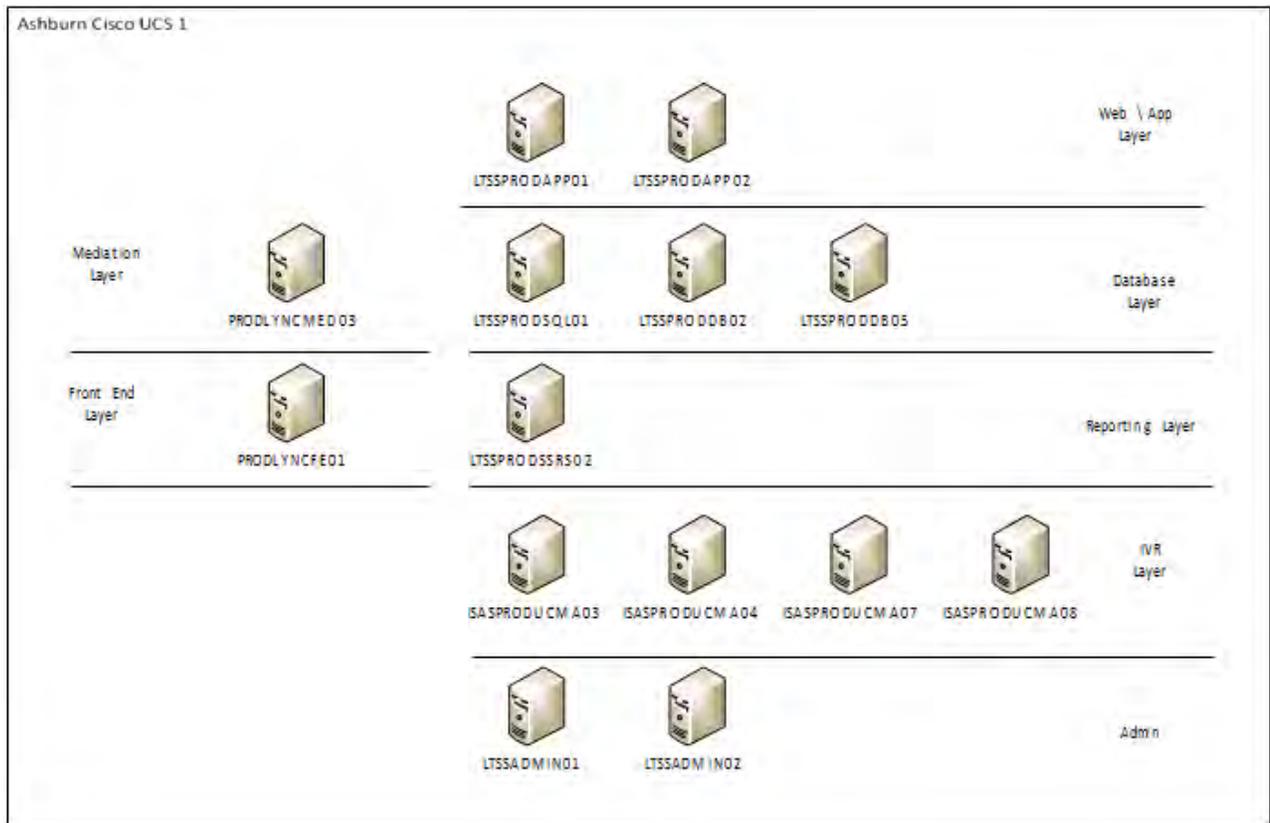


Figure 8: Ashburn Cluster 1 VMs by App Layer

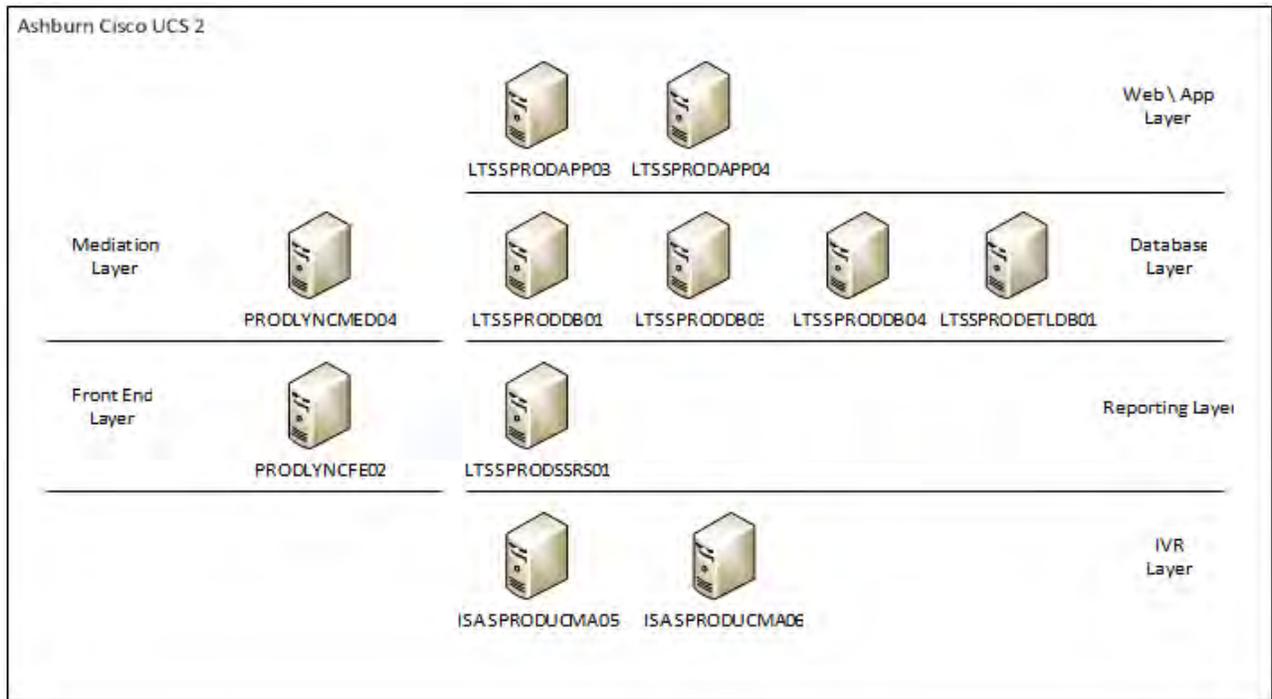


Figure 9: Ashburn Cluster 2 VMs by App Layer

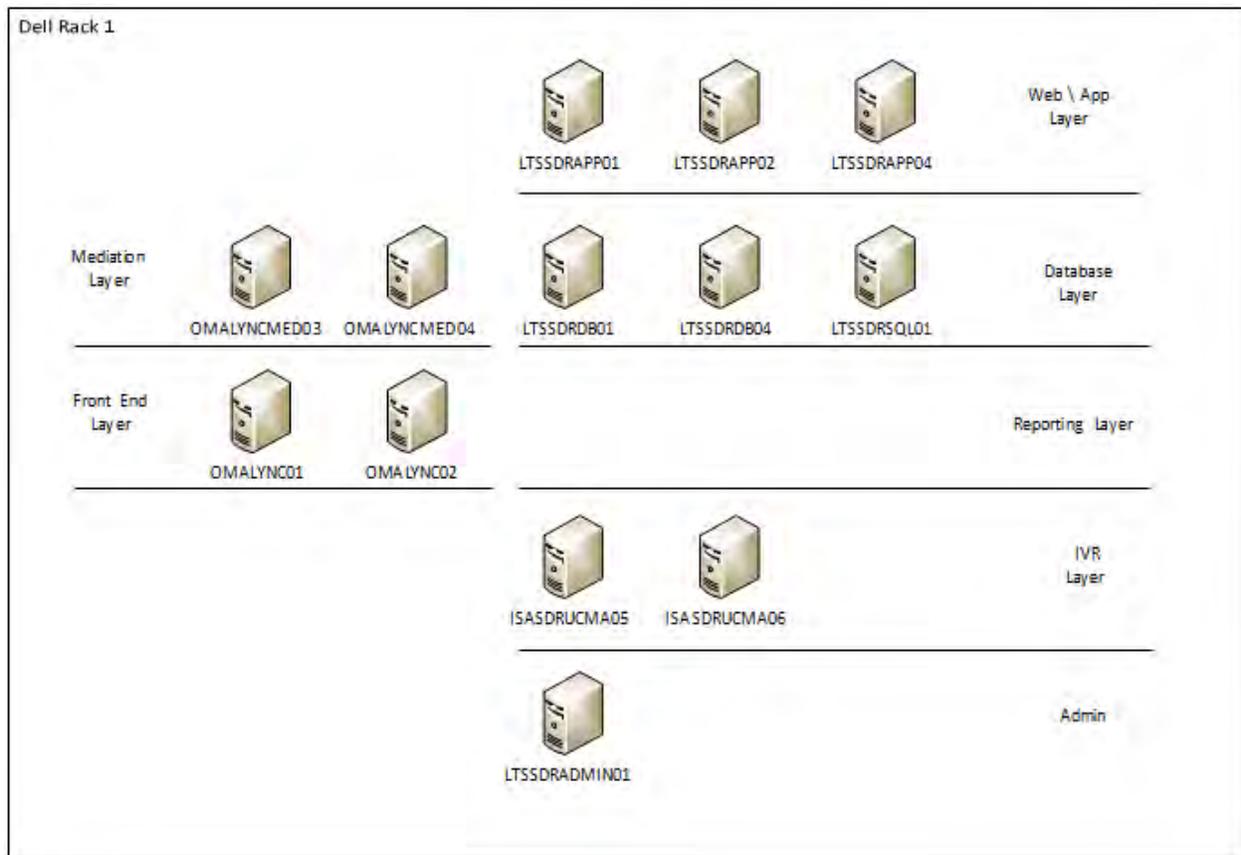


Figure 10: Omaha Cluster VMs by App Layer

The table below provides list of virtual servers with allocated CPU count and memory.

Name	CPUCount	Memory
ISASDRUCMA05	4	4096
ISASDRUCMA06	4	4096
ISASProdUCMA05	4	6144
ISASProdUCMA06	4	6144
ISASProdUCMA07	4	6144
ISASProdUCMA08	4	6144
LTSSAdmin01	2	8192
LTSSADMIN02	2	8192
LTSSADMIN03	2	6144
LTSSDRADMIN01	4	4096
LTSSDRAPP01	4	4096
LTSSDRAPP02	4	4096
LTSSDRAPP04	4	4096

Name	CPUCount	Memory
LTSSDRDB01	4	4096
LTSSDRDB04	4	4096
LTSSDRSQL01	4	4096
LTSSPRODApp01	4	24576
LTSSPRODAPP02	8	24576
LTSSPRODApp03	4	16384
LTSSPRODAPP04	8	32768
LTSSPRODDB01	10	32768
LTSSPRODDB02	12	73728
LTSSPRODDB03	10	32768
LTSSPRODDB04	8	24576
LTSSPRODDB05	4	24576
LTSSPRODETLDB01	4	24576
LTSSPRODSQL01	8	77824
LTSSPRODSSRS01	4	8192
LTSSPRODSSRS02	8	49152
150 CPUs		518 GBs

Storage Capacity

As shown in the diagrams in the physical servers section, each cluster has its own SAN for storage. Each SAN provides 10 TB of high performance storage.

IVR/VoIP Infrastructure

The ISAS subsystem of the LTSS system requires a Voice over Internet Protocol (VoIP) infrastructure be in place to facilitate the call flows from service activity clock-in/clock-out by the providers. The system uses a UCMA for IVR, which leverage the full power of the Microsoft Lync Server platform. When user calls LTSS/ISAS Help Desk, those calls are carried over the same Microsoft Lync infrastructure. Microsoft Lync is a highly scalable VoIP platform that allows us to have a completely customized IVR system with the use of UCMA.

Figure 11 provides details of IVR/VoIP infrastructure setup with Microsoft Lync Medication servers, Lync Front-end servers, and ISAS application specific UCMA servers.

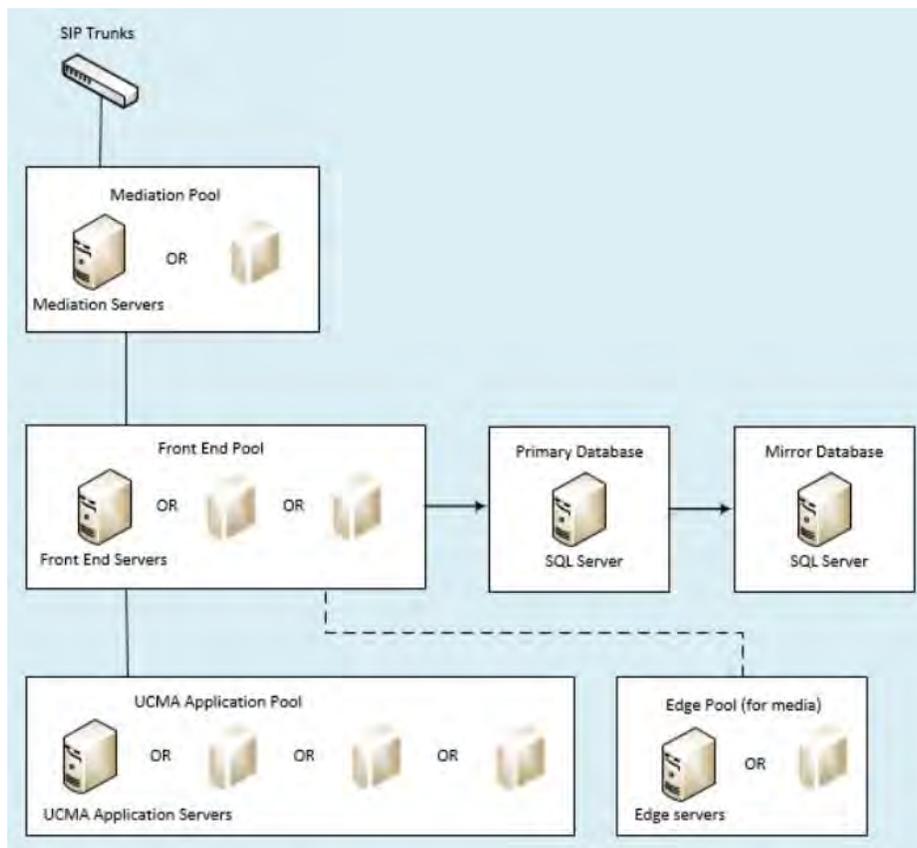


Figure 11: IVR/VoIP Microsoft Lync Configuration

The complete Lync infrastructure is required for all facets of the LTSS system. When a call comes in through the SIP trunk, it is routed to the mediation pool, which sends the call to the appropriate front end server.

From there, if there is media, the call uses services from the Edge servers, and if not, the call is routed to the appropriate application pool for the call.

Internet Bandwidth

Both the Ashburn and the Omaha data centers Internet connectivity is 1GB. The connection between the Ashburn and Omaha data centers is also a 1GB VPN circuit with MPLS. There is a 1GB connection between the Ashburn data center and the Help Desk location. There is also another 100 MBPS connection for redundancy between Ashburn and the Help Desk.

These two connections are by different service providers and they use different paths. Therefore, if the primary connection to the Help Desk failed or experienced significant quality issues, the call can be routed through the backup internet connectivity to ensure continuity of Help Desk operations.

SIP Trunks

The LTSS system uses SIP trunks for carrying VoIP calls. The SIP Vendor is a Microsoft Lync 2013 certified SIP provider. The current SIP trunks are setup over virtual secured/private circuit to ensure guaranteed quality of service.

The LTSS system uses a maximum of approximately 125 SIP trunks for concurrent calls, but the typical daily peak is less than 100 SIP trunks. The current environment has 300 SIP trunks setup in the primary Ashburn data center with 300 failover trunks in the Omaha data center. This provides more than triple the

capacity to handle higher peaks. The same SIP trunks are used for Help Desk incoming and outgoing calls that use part of that excess capacity. In the current LTSS system environment, the connection has 100 MBPS guaranteed bandwidth for voice calls.

Software Versions and Licensing Requirements

On the server side, each VM is licensed with Windows Server 2012 Standard. There are currently three SQL 2008R2 licensed servers. All web servers are setup with .Net 3.5 and .Net 4.5 for application compatibility. All servers are licensed with the following common software:

- Windows Server 2012
- System Center Operations Management (SCOM) for monitoring
- System Center Endpoint Protection

Software requirements for LTSS system’s applications are listed below:

Software/Tool	Vendor	Category	Description
ASP.NET MVC 4.0	Microsoft	Web application component	Industry standard Model View Controller (MVC) based application components that are part of the .NET application framework
SQL Server 2008/2012	Microsoft	Database platform	Robust database platform for the LTSS system reporting and analytics database repository.
SQL Server Reporting Services (SSRS)	Microsoft	Reporting Platform	Reporting platform that provides canned reports that integrate well within .NET web application as well as user friendly end-user ad-hoc report builder
RavenDB Database	Hibernating Rhinos	Database platform	New generation of schema-free No-SQL document database that provides scalability and performance needed for LTSS system web transactions database
Kendo UI	Telerik	User Interface Control Library	Rich web application control based on the latest HTML5 and JavaScript programming language
Agatha RRSL	Open Source Community	Service Layer for .NET	Request Response Service Layer (RRSL) allows development of web applications that minimizes roundtrips to the server and hence performs better
nServiceBus	Open Source Community	Service Bus for .NET	Well recognized and proven messaging and workflow services
Lync	Microsoft	Unified Communication Platform	Serves as core communication foundation for the LTSS system’s ISAS IVR as well as Help Desk call routing and tracking
OTP	Seamoon	Security Token Management	Security token devices and associated library that integrates in ISAS to verify provider presence at client’s home location
Verispeak	Neurotechnology	Voice Verification	Voice verification library that is integrated into ISAS to verify provider staff’s voice

Figure 12 is a list of other specific software installed on all LTSS system's servers.

Ltssprodapp01	• No Specific Software
Ltssprodapp02	• Neurotech Biometric 4.3 SDK
Ltssprodapp03	• No Specific Software
Ltssprodapp04	• Neurotech Biometric 4.3 SDK
Ltssproddb01	• Raven DB License • System Center Data Protection Manager Enterprise agent
Ltssproddb02	• System Center Data Protection Manager Enterprise agent • Microsoft SQL 2008R2
Ltssproddb03	• Raven DB License • System Center Data Protection Manager Enterprise agent
Ltssproddb04	• Raven DB License • System Center Data Protection Manager Enterprise agent
Ltssproddb05	• Raven DB License • System Center Data Protection Manager Enterprise agent
Ltssprodetldb01	• Raven DB License • System Center Data Protection Manager Enterprise agent
Ltssprodssrs01	• SQL Server Reporting Services (SQL License Req'd)
Ltssprodssrs02	• SQL Server Reporting Services (SQL License Req'd)
Ltssadmin01	• No Specific Software
Ltssadmin02	• No Specific Software
Isasproducma05	• Lync Server 2013 • Neurotec Biometric 4.3 SDK • Microsoft UCMA 4.0 Core/Runtime/SDK
Isasproducma06	• Lync Server 2013 • Neurotec Biometric 4.3 SDK • Microsoft UCMA 4.0 Core/Runtime/SDK
Isasproducma07	• Lync Server 2013 • Neurotec Biometric 4.3 SDK • Microsoft UCMA 4.0 Core/Runtime/SDK
Isasproducma08	• Lync Server 2013 • Neurotec Biometric 4.3 SDK • Microsoft UCMA 4.0 Core/Runtime/SDK

Figure 12: Deployed Software Licenses

ATTACHMENT 21 INCIDENT RESPONSE PROTOCOL

1. The TO Contractor agrees to abide by all applicable federal, State and local laws concerning information security and comply with current State and agency information security policy, currently found at <http://doit.maryland.gov/Publications/DoITSecurityPolicy.pdf>. TO Contractor shall limit access to and possession of Sensitive Data to only employees whose responsibilities reasonably require such access or possession and shall train such employees on the Confidentiality obligations set forth herein.
2. The TO Contractor agrees to notify DHMH when any TO Contractor's system that may access, process, or store State data or Work Product is subject to unintended access or attack. Unintended access or attack includes compromise by a computer malware, malicious search engine, credential compromise or access by an individual or automated program due to a failure to secure a system or adhere to established security procedures.
3. The TO Contractor further agrees to notify DHMH within twenty-four (24) hours of the discovery of the unintended access or attack by providing notice via written or electronic correspondence to the TO Contract Monitor, DHMH chief information officer and DHMH chief information security officer.
4. The TO Contractor agrees to notify DHMH within two (2) hours if there is a threat to the TO Contractor's product as it pertains to the use, disclosure, and security of DHMH's data.
5. If an unauthorized use or disclosure of any Sensitive Data occurs, the TO Contractor must provide written notice to DHMH within one (1) business day after TO Contractor's discovery of such use or disclosure and thereafter all information the State (or DHMH) requests concerning such unauthorized use or disclosure.
6. The TO Contractor, within one (1) day of discovery, shall report to DHMH any improper or non-authorized use or disclosure of Sensitive Data. The TO Contractor's report shall identify:
 - (a) the nature of the unauthorized use or disclosure;
 - (b) the Sensitive Data used or disclosed,
 - (c) who made the unauthorized use or received the unauthorized disclosure;
 - (d) what the TO Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and
 - (e) what corrective action the TO Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.
 - (f) The TO Contractor shall provide such other information, including a written report, as reasonably requested by the State.
7. The TO Contractor agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of PII, PHI or other event requiring notification. In the event of a breach of any of the TO Contractor's security obligations or other event requiring notification under applicable law, the TO Contractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the State (or DHMH) and its officials and employees from and against any claims, damages, or other harm related to such security obligation breach or other event requiring the notification.
8. This Section shall survive expiration or termination of the TO Agreement.

ATTACHMENT 22 BUSINESS ASSOCIATE AGREEMENT

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the “Agreement”) is made by and between the Office of Health Services, a unit of the Maryland Department of Health and Mental Hygiene (herein referred to as “Covered Entity”) and _____ (Insert Name of Contractor) (hereinafter known as “Business Associate”). Covered Entity and Business Associate shall collectively be known herein as the “Parties.”

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

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

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

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

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

DEFINITIONS.

- A. Catch-all definition. The following terms used in this Agreement, whether capitalized or not, shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.
- B. Specific definitions:
 - 1. Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 C.F.R. 160.103, and in reference to the party to this agreement, shall mean (Insert Name of Contractor).

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

PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE.

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

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

DUTIES OF BUSINESS ASSOCIATE RELATIVE TO PHI.

- A. Business Associate agrees that it will not use or disclose PHI other than as permitted or required by the Agreement or as Required by Law;
- B. Business Associate agrees to use appropriate administrative, technical and physical safeguards to protect the privacy of PHI.
- C. Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the Agreement;
- D. 1. Business Associate agrees to Report to Covered Entity any use or disclosure of PHI not provided for by the Agreement of which it becomes aware, including breaches of unsecured PHI as required by 45 C.F.R. § 164.410, and any Security Incident of which it becomes aware without reasonable delay, and in no case later than fifteen calendar days after the use or disclosure;
2. If the use or disclosure amounts to a breach of unsecured PHI, the Business Associate shall ensure its report:
- A. Is made to Covered Entity without unreasonable delay and in no case later than fifteen (15) calendar days after the incident constituting the Breach is first known, except where a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security. For purposes of clarity for this Section III.D.1, Business Associate must notify Covered Entity of an incident involving the acquisition, access, use or disclosure of PHI in a manner not permitted under 45 C.F.R. Part E within fifteen (15) calendar days after an incident even if Business Associate has not conclusively determined within that time that the incident constitutes a Breach as defined by HIPAA;
- B. Includes the names of the Individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach;
- C. Is in substantially the same form as **ATTACHMENT 22** attached hereto; and
- D. Includes a draft letter for the Covered Entity to utilize to notify the affected Individuals that their Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach that includes, to the extent possible:
- i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
- ii) A description of the types of Unsecured PHI that were involved in the Breach (such as full name, Social Security number, date of birth, home address,

- account number, disability code, or other types of information that were involved);
- iii) Any steps the affected Individuals should take to protect themselves from potential harm resulting from the Breach;
 - iv) A brief description of what the Covered Entity and the Business Associate are doing to investigate the Breach, to mitigate losses, and to protect against any further Breaches; and
 - v) Contact procedures for the affected Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, website, or postal address.
- E. To the extent permitted by the Underlying Agreement, Business Associate may use agents and subcontractors. In accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2) shall ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information, Business Associate must enter into Business Associate Agreements with subcontractors as required by HIPAA;
- F. Business Associate agrees it will make available PHI in a designated record set to the Covered Entity, or, as directed by the Covered Entity, to an individual, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.524, including, if requested, a copy in electronic format;
- G. Business Associate agrees it will make any amendment(s) to PHI in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 C.F.R. § 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.526;
- H. Business Associate agrees to maintain and make available the information required to provide an accounting of disclosures to the Covered Entity or, as directed by the Covered Entity, to an individual, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.528;
- I. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s);
- J. Business Associate agrees to make its internal practices, books, and records, including PHI, available to the Covered Entity and/or the Secretary for purposes of determining compliance with the HIPAA Rules.
- K. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

IV. TERM AND TERMINATION

- A. Term. The Term of this Agreement shall be effective as of the effective date of the Contract entered into following the solicitation for **LONG TERM SUPPORTS AND SERVICES SYSTEM (LTSS) Operations & Maintenance (O&M)**, Solicitation # **DHMH OPASS 15-14386**, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or the PHI created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, in accordance with the termination provisions in this Section IV, or on the date the Covered Entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner. If it is impossible to return or destroy all of the PHI provided by Covered Entity to Business Associate, or the PHI created or received by Business Associate on behalf of Covered Entity, Business Associate's obligations under this contract shall be ongoing with respect to that information, unless and until a separate written agreement regarding that information is entered into with Covered Entity.
- B. Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, Covered Entity shall:
1. Provide an opportunity for Business Associate to cure the breach or end the violation and, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, terminate this Agreement; or
 2. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and Covered entity determines or reasonably believes that cure is not possible.
- C. Effect of Termination.
1. Upon termination of this Agreement, for any reason, Business Associate shall return or, if agreed to by Covered Entity, destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains in any form. Business Associate shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.
 2. Should Business Associate make an intentional or grossly negligent Breach of PHI in violation of this Agreement or HIPAA or an intentional or grossly negligent disclosure of information protected by the MCMRA, Covered Entity shall have the right to immediately terminate any contract, other than this Agreement, then in force between the Parties, including the Underlying Agreement.
- D. Survival. The obligations of Business Associate under this Section shall survive the termination of this agreement.

V. **CONSIDERATION**

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

VI. REMEDIES IN EVENT OF BREACH

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

VII. MODIFICATION; AMENDMENT

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

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

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

IX. COMPLIANCE WITH STATE LAW

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

X. MISCELLANEOUS

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

Ramiek James, Esq.
Privacy Officer and Compliance Analyst
Department of Health & Mental Hygiene
Office of the Inspector General
201 W. Preston Street, Floor 5
Baltimore, MD 21201-2301
Phone: (410) 767-5411

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

Address: _____

Attention: _____

Phone: _____

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

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

COVERED ENTITY:

BUSINESS ASSOCIATE:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT K-1

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

This notification is made pursuant to Section III.2.D(3) of the Business Associate Agreement between **Office of Health Services**, a unit of the Maryland Department of Health and Mental Hygiene (DHMH), and _____ (Business Associate).

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

Description of the breach:

Date of the breach: _____ Date of discovery of the breach: _____

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

Number of individuals affected by the breach:

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

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

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

Contact information to ask questions or learn additional information:

Name: _____

Title: _____

Address: _____

Email Address: _____

Phone Number: _____