



MARYLAND DEPARTMENT OF
HUMAN SERVICES

Social Services Administration

STATEMENT OF NEED/REQUEST FOR PROPOSALS (SON/RFP)

SOLICITATION NO.: SSA/SONGH-18-001-S

Issue Date: November 2, 2017

Diagnostic and Evaluation Treatment Program and High Intensity Residential Child Care Programs

NOTICE

A Prospective Offeror that has received this document from the Maryland Department of Human Services' website at <https://Dhr.maryland.gov/> or <https://emaryland.buyspeed.com/bs/>, or a source other than the Procurement Officer, and that wishes to assure receipt of any changes or additional materials related to this SON/RFP should immediately contact the Procurement Officer and provide the Prospective Offeror's name and mailing address so that addenda to the SON/RFP or other communications can be sent to the Prospective Offeror.

Minority Business Enterprises Are Encouraged to Respond to this Solicitation

**STATE OF MARYLAND
NOTICE TO VENDORS**

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

Title: Diagnostic and Evaluation Treatment Program and High Intensity Residential Child Care Programs

Solicitation No: SSA/SONGH-18-001-S

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

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

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

REMARKS:

Vendor Name: _____ Date: _____

Contact Person: _____ Phone (____) _____ - _____

Address: _____

E-mail Address: _____

**STATE OF MARYLAND
DEPARTMENT OF HUMAN SERVICES
Social Services Administration
SON/RFP KEY INFORMATION SUMMARY SHEET**

Statement of Need/Request for Proposals: Diagnostic and Evaluation Treatment Program (DETP) and High Intensity (HI) Residential Child Care (RCC) Programs

Solicitation Number: SSA/SONGH-18-001-S

SON/RFP Issue Date: November 2, 2017

SON/RFP Issuing Office: Department of Human Services
Social Services Administration

Procurement Officer: James Redditt
311 West Saratoga Street, Room 946-A
Baltimore, Maryland 21201
Phone: (410) 767-7675 Fax: (410) 333-0258
e-mail: James.Redditt@Maryland.gov

Proposals are to be sent to: Department of Human Services
311 West Saratoga Street, Room 946-A
Baltimore, Maryland 21201
Attention: James Redditt

Pre-Proposal Conference: Tuesday, November 14, 2017 at 10:00 AM Local Time
Department of Human Services, 311 West Saratoga Street
Room 104

Proposal Due (Closing) Date and Time: Tuesday, December 19, 2017, 3:00 PM Local Time

MBE Subcontracting Goal: None

VSBE Subcontracting Goal: 1%

Contract Type: Indefinite Quantity with Fixed Unit Price

Contract Duration: Two years with 2 one-year renewal options

SBR Designation: No

Federal Funding: Yes

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SECTION 1 – MINIMUM QUALIFICATIONS

1 Offeror Minimum Qualifications

Offerors must provide proof with its Proposal that the following Minimum Qualifications have been met:

1.1 For the Diagnostic Evaluation and Treatment Program (DETP) (Sex Trafficking):

- 1.1.1 Offerors shall possess a current, valid Department of Human Services/Office of Licensing and Monitoring (DHS/OLM) Residential Child Care license to provide DETP services and be in good standing with the appropriate licensing agency or have the ability to obtain licensure in the State of Maryland to provide the services for this population by January 1, 2018.

As proof of meeting this requirement, Offerors shall provide with its Proposal a copy of a current DHS license to provide DETP services in the State of Maryland or the Offeror shall provide documentation of applying with the Office of Licensing and Monitoring (OLM) to become a licensed provider. Information regarding the licensing process can be found in **Attachment W**.

1.2 For the High Intensity Group Home (HIGH) Services [Sex Trafficking and Emotional and Cognitive Developmentally Disabled (ECDD)]:

- 1.2.1 Offerors shall possess a current, valid DHS/OLM Residential Child Care or Maryland Department of Health (MDH) Therapeutic Group Home license to provide HIGH services and be in good standing with the appropriate licensing agency or have the ability to obtain licensure in the State of Maryland to provide the services for this population by January 1, 2018.

As proof of meeting this requirement, Offerors shall provide with its Proposal a copy of a current DHS or MDH license to provide DETP services in the State of Maryland or the Offeror shall provide documentation of applying with the Office of Licensing and Monitoring (OLM) to become a licensed provider. Information regarding the licensing process can be found in **Attachment W**.

SECTION 2 – CONTRACTOR REQUIREMENTS: SCOPE OF WORK

2.1 Summary Statement

- 2.1.1 The Department of Human Services (DHS or the Department) is issuing this Statement of Need /Request for Proposals (SON/ RFP) to provide DETP and HIGH Services to serve children in foster care that have been found to have a high level of behavioral, education and medical needs and been found to be sexually abused as a result of involvement with sex trafficking.

The HIGH Program and DETP facilities will be located throughout the State and serve foster children under the care of the Department.

- 2.1.2 It is the State’s intention to obtain services, as specified in this SON/RFP, from multiple Contract(s) between the selected Offeror(s) and the State. The anticipated duration of services to be provided under this Contract is two years with 2 one-year renewal options.

- 2.1.3 The Department intends to enter into performance-based Contracts with multiple RCC Providers in all geographical regions of the State (see Section 2.2) so that the children in out of home placements may thrive and be nurtured in safe, community-based settings. Offerors may receive an award for more than one (1) geographical location. See SON/RFP Section 4.9 for more Contract award information. Awards will be made per Section 6.5. The Department intends to allocate beds to the overall highest ranked Offeror first based on the number of beds the Offeror requests, taking into consideration the number of beds needed at the time of award, which includes the gender and age of the child to be placed; and then to the next highest ranked Offeror with the process continuing until all beds for that particular program have been awarded.

Technical Proposals shall be submitted in accordance with Section 5.2.5 of the RFP. Financial Proposals must be submitted for each RCC location as required in Section 5.5. All services provided to children by the Provider shall be included in the Provider’s IRC/MSDE budget/rate. The Department will only pay the rate established by the IRC/MSDE when a child is placed with a Provider.

In rare instances when a child’s services may need to be supplemented, no additional costs or fees outside of the established IRC/MSDE rate(s) will be permitted without the express prior, written consent of the LDSS Case Worker.

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

2.2 Background and Purpose

The DHS Social Services Administration (SSA) oversees the administration of child welfare services in the State of Maryland under the authority of Public Law 105-89, The Adoption and Safe Families Act of 1997 (the “Act”). Under the Act, when children are no longer able to remain in their homes, they must be protected in the least restrictive environment where they are nurtured and can thrive. Permanency is the goal for all children in State custody, whether it is through reunification, custody/guardianship to relatives, or adoption.

Place Matters is the Department’s initiative that promotes safety, family functioning, permanency and community-based services for children and families in the child welfare system. One of the six overall strategies to the *Place Matters* initiative is keeping children in their home communities. Currently, children who have a high level of needs are forced to be placed out-of state. Maryland currently has 35 children who reside in residential programs in various states around the country. These children have needs that Maryland providers have not been able to accommodate (e.g. treating acute medical issues, developmental disabilities, and sex offenders). These needs may or may not be accompanied by medical needs that contribute to the complexity of the child.

The population to be served is male and female and transgendered children, ages 14-20, from all areas of the State who have may have co-occurring treatment needs and/or history of sexual abuse as a result of sex trafficking. The Department is interested in providing services in the following four (4) geographical regions in the state of Maryland:

*Jurisdictions included in each Region are:	
Southern Maryland	Calvert, Charles, Prince Georges and St. Mary’s Counties
Central Maryland	Anne Arundel, Baltimore City, Baltimore County, Carroll, Harford, Howard and Montgomery Counties
Western Maryland	Allegany, Frederick, Garrett and Washington Counties
Eastern Shore	Caroline, Cecil, Dorchester, Kent, Queen Anne’s, Talbot, Somerset, Wicomico and Worcester Counties

HIGH (ECDD)

The services to be provided are residential child care services with a need for high intensity group home services for youth that must include individual and group trauma therapy; family therapy; medication management; crisis intervention services; pro-social activities; and a staff to child ratio of 3:1.

The number of beds sought for males and/or females with co-occurring treatment needs is approximately 45. The projected need for placements is drawn from the number of children that are currently placed out-of-state and the increased number of inquiries for placements.

DETP (Sex Trafficking)

The number of beds sought for the DETP is 10. Victims were most frequently placed with the two DETP programs in the State. Currently the State only has 10 beds combined to provide services to this population. The projected need for placements is drawn from the number of children that have been placed in the past two years and the increased need for initial placement and evaluation.

HIGH (Sex Trafficking)

The number of beds sought for the high intensity services is 16. The projected need for placements is drawn from the number of children that have been placed in the past three years and the increased number of inquiries.

The services to be provided for both the DETP and HIGH programs are individual trauma therapy; group therapy with a focus on commercially exploited children; victim advocacy; and pro-social activities.

2.3 Scope of Project

The Department utilizes RCC programs for those children whose needs cannot be met in a family based foster care setting. The services provided by RCC programs must be appropriate to the age, gender, sexual orientation, cultural heritage, and the developmental and functional level of the child. There are 3 Program categories being utilized for the purposes of this SON/RFP as listed below:

RCC PROGRAM CATEGORIES	*Estimated Total Number of Beds Required Statewide	LICENSING AGENCY
HIGH Programs for ECDD (includes Therapeutic Group Homes – TGH)	45	MDH/BHA DHS/OLM
DETP Sex Trafficking	10	DHS/OLM
HIGH Programs for Sex Trafficking (includes Therapeutic Group Homes - TGH)	16	DHS/OLM or MDH/BHA

The specific requirements for each RCC program category listed above are detailed in Section 2.4.20 through 2.4.22. The Department intends to award a number of Contracts as may be necessary to meet the projected number of beds needed in each program, taking into consideration the gender and age of the children and geographical region. The chart above identifies the estimated needs of the Department based upon historical information and data available at the time this solicitation is issued and is not a guarantee of the actual number of beds that will be awarded. The number of beds in the chart above may change, with or without notice to the Offeror, prior to Contract award.

The Department makes no promises of a referral or the number of referrals Contractors may receive and will use the services of its Contractor(s) at its sole discretion.

A roster of successful Offerors for each RCC program category and jurisdiction, listing the highest to lowest overall ranked successful Offeror, will be made available to each LDSS for referral purposes. The ranking will be based upon the overall rank of both technical and financial factors. Technical considerations are worth much more than financial considerations (see Section 6.5.3).

The appropriate LDSS staff will exercise complete discretion to determine the most appropriate, most proximate and least restrictive placement that is available at the time the child needs to be placed. The appropriate LDSS staff will take into consideration the individualized needs assessments of children, proximity of the RCC program, and ability of the RCC program to meet the specific needs of the child. Placements will be made beginning with the highest overall ranked RCC program that meets the aforementioned criteria with available beds.

2.4 Scope of Work - Requirements

The Contractor shall:

2.4.1 General Requirements

- 2.4.1.1 Possess a current, valid Maryland DHR/OLM RCC license or a MDH TGH license (for HIGH programs) for the requisite Program(s) for which the Contractor submits a Proposal at the time of recommendation for contract award, and shall be in good standing with the appropriate licensing agency (ies) (see Section 2.4.23.1). Offerors proposing a new program and without a license must have a license within 10 days following the recommendation for award.
- 2.4.1.2 Operate its RCC facility within the State of Maryland.
- 2.4.1.3 Operate its RCC facility (ies) 24 hours a day, 365 days per year. The Contractor must have 24 hour supervision by awake staff.
- 2.4.1.4 Operate its RCC program(s) consistent with the regulations and requirements of the RCC program placement and licensing policies as detailed in COMAR 14.31.05 through 07 and COMAR 10.21.07.
- 2.4.1.5 Comply with all applicable State and federal laws, regulations, DHS policies, standards and guidelines affecting the care and supervision of children in the Contractor's care. Contractors shall remain abreast of and comply with current, new, and revised laws, regulations, and DHS policies, which may include, but may not be limited to:
 - 2.4.1.5.1 Bill of Rights for Maryland's Children and Youth in Children's Residential Facilities
 - 2.4.1.5.2 Maryland DHS Family Centered Practice Model
 - 2.4.1.5.3 Place Matters
 - 2.4.1.5.4 Ready By 21
- 2.4.1.6 Maintain a policy and procedures manual(s) describing in detail the Contractor's philosophy and approach to care and delivery of service to include the Maryland DHS Family Centered Practice Model and Ready By 21 initiatives.
- 2.4.1.7 Provide short-term diagnostic and evaluation and/or long term continuing services in a high intensity group home setting. The Contractor shall provide services to children presenting emotional and/or behavioral conditions requiring a high level of on-site therapeutic care and intense structured supervision, behavior management and clinical intervention; and to children who may have been sexually abused as a result of involvement with sex trafficking.
- 2.4.1.8 Comply with RCC services described in the Scope of Work, Section 2.4 herein, and as updated from time to time.
- 2.4.1.9 Submit the appropriate comprehensive ITP or ISP as required by COMAR 14.31.06.
- 2.4.1.10 Develop a Behavior Management Plan that employs positive behavior interventions, strategies and supports as appropriate to the needs of the child and consistent with COMAR 14.31.06.
- 2.4.1.11 Ensure on-site availability to provide counseling services and appropriate therapeutic modalities necessary to meet the needs of children in care.
- 2.4.1.12 Plan, facilitate, and coordinate all preventive, routine, and emergency medical, mental health and dental care services for each child in conjunction with the LDSS.

2.4.1.13 Arrange for and ensure that each school-aged resident attends an educational or vocational program in accordance with all applicable federal, state and local laws (see **Education, Section 2.4.14**). This may also include the need to provide transportation to and from educational programs.

2.4.2 **Staffing**

- 2.4.2.1 Maintain a Board of Directors, or similar advisory board, that provides governance oversight and is comprised of representatives with experience in governance, financial management, fundraising, child welfare expertise, and any other experience pertinent to administration of a therapeutic residential child care environment.
- 2.4.2.2 Employ sufficient interdisciplinary credentialed staff to provide services and behavior management that meets the needs of the children in the DETP and HIGH Programs. The Contractor's Key Personnel (personnel considered to be essential to the work being performed under this SON/RFP) shall be identified in the Proposal. The Key Personnel should include at a minimum the Contractor's Project Manager, Certified Trauma Professional, and the Certified Program Administrator (see **Section 5.4.3.4 (6) (2) (C)**). Contractors shall indicate the role or assignment that each individual is to have in this project.
- 2.4.2.3 Ensure that all Residential Child and Youth Care Practitioners (RCYCP) formerly known as "residential child care Workers" are certified by the State Board for the Certification of Residential Child Care Program Professionals unless:
- 2.4.2.3.1 The RCYCP is an employee of the Maryland School for the Blind and holds a current paraprofessional certificate, or
- 2.4.2.3.2 The RCYCP is participating in a Board-approved training program that leads to certification within 180 days of hire.
- 2.4.2.4 Employ sufficient interdisciplinary credentialed staff to provide services and behavior management that meets the needs of the children in the DETP and HIGH Programs.
- 2.4.2.4.1 Ensure that there is a staff ratio of 3:1 for all programs.
- 2.4.2.4.2 Ensure staff can effectively perform the roles and responsibilities associated with their positions.
- 2.4.2.5 Ensure staff receive appropriate orientation and ongoing training in order to meet the minimum licensing requirements and to comply with COMAR 14.31.06 in order to meet the needs of the children served.
- 2.4.2.5.1 Ensure all staff receives forty (40) hours of initial and forty (40) hours of annual training as prescribed in COMAR 14.31.06.05 F.
- 2.4.2.5.2 Maintain training records, including the names and credentials of trainers, staff attendance and copies of the curriculum.
- 2.4.2.6 Cultural and Linguistic Competence

Ensure that all staff persons who come in contact with the children are aware of and sensitive to the child's cultural, ethnic, and linguistic differences, which may include hearing impaired children. Contractors shall employ or have access to individuals who are representative of the children served in order to minimize the language or cultural barriers that may exist. Each child in the Contractor's care shall be provided services that address any special language needs and reinforce positive cultural practices, and acknowledge and build upon ethnic, socio-cultural and linguistic strengths. All costs for these services shall be included in the approved IRC/MSDE rate with no additional costs to the Department.

2.4.3 Quality Assurance

Maintain a formal process for program planning and evaluations, as well as an ongoing quality improvement plan as prescribed in COMAR 14.31.06.19. B. The Department will monitor this system and data pertinent to the quality of care of LDSS children (see also Section 2.4.23 – Performance Measures for Licensing & Monitoring).

2.4.4 Intake/Admission

2.4.4.1 Accept all referrals 24-hours-a-day, 7 days-a-week that are made in accordance with the Provider profile when there is a vacancy in the Program unless there are extenuating circumstances that are discussed at the time of intake/admission with the appropriate LDSS staff. In addition, the Contractor shall have a “no reject” policy based on the identified needs of the SON/RFP.

Note: Placement of children in RCC programs may occur 24-hours-a-day, 7 days-a-week. The appropriate LDSS staff makes every effort to ensure that placements are the most appropriate in order to decrease placement disruptions. The LDSS staff has sole authority for making placement referrals.

2.4.4.2 Any time a referral is not accepted, the LDSS staff will report the rejection to the State Project Manager and the OLM Licensing Coordinator for review and investigation, if warranted. In no event shall the total number of placements be greater than the number of beds specified in the Contract.

2.4.4.3 Ensure that children reside in quarters with persons within their own age groups. Suggested age groupings are 14-17; 18-21. The behavioral, psychological, emotional and developmental levels of the child will be considered in the determination of appropriate groupings.

For Contractors with Multiple Site Locations within the Same Program

2.4.5 Movement of A Child To Another Site Location

2.4.5.1 Not move a child to another site location within the Contractor's Program(s) without the prior written notice to and written consent from the LDSS Case Worker.

2.4.5.2 Give written notice (via fax, mail, email or hand delivered) to the LDSS Case Worker of its intent to move a child at least thirty (30) calendar days before the proposed move. The notice shall include the reason for the transfer and name and location of the site to which the child will be transferred.

Note: The LDSS staff shall give written consent (via fax, mail, email or hand delivered) to the proposed move within fifteen (15) calendar days of receipt of the notice. Consent by the LDSS staff shall not be unreasonably withheld. The failure of the LDSS staff to give written consent to a request to change placement shall not be deemed a waiver of this notice and consent requirement.

2.4.5.3 At the time of any emergency move, notify (via telephone) the LDSS (Caseworker, Supervisor or On-Call Staff-whichever is appropriate) immediately. Additionally, Contractors shall provide written notification to the LDSS Caseworker (via fax, mail, email or hand delivered) of the emergency placement address and reason therefore within 24 hours.

2.4.6 Family Centered Practice

2.4.6.1 Participate in all LDSS Family Involvement Meetings (FIMs), reviews, and court hearings pertaining to case planning, treatment, placement setting, permanency, and family resources, to include, at a minimum, all ISP reviews. Scheduled FIMs with the relevant invited employees of the Contractor and LDSS shall take place at critical decision making points for the children. Key (critical) decision making times include Removal or considered removal, Placement change, Recommendation for permanency change, Youth Transitional Plan, and Voluntary Placement Agreement.”

2.4.6.2 Align its practice principles and core values with those outlined in the **Maryland DHS Family Centered Practice Model** located at: <http://Dhr.maryland.gov/documents/SSA%20Policy%20Directives/Child%20Welfare/Family%20Centered%20Practice%20Guide.pdf>), **with emphasis on the five core strategies:** FIMs; Community Partnerships; Recruitment and Retention Support for Placement Resources; Evaluation; and Enhanced Policy & Practice Development. Improved outcomes for children and families will be the result whenever these core strategies drive family interactions.

Note: The Maryland DHS Family Centered Practice Model approach to service delivery assures the entire system of care engages the family in helping them to improve their ability to adequately plan for the care and safety of their children. The safety, well-being and permanence of children are paramount. The strengths of the entire family are the focus of the engagement. The family is viewed as a system of interrelated people in which action and change in one part of the system impact the other. A commitment is made to encourage and support the family’s involvement in making decisions for the children. A climate of community collaboration is nurtured as a way to expand the supportive network available to children and families.

Regular family and sibling visitation is expected to occur in accordance with the visitation plan established by the LDSS Case Worker (see Section 2.4.7). Visits may occur in the child’s home community, in the homes of pertinent relatives and/or significant individuals, and/or at the residential child care site. Phone calls and other forms of communication shall also be encouraged between the child and relatives, as well as other significant individuals.

2.4.7 Visitation and Transportation

2.4.7.1 In conjunction with the LDSS staff, facilitate visitation between the child and family members (including siblings) and/or other significant individuals in the child’s life.

2.4.7.2 Provide transportation for children to all medical and mental health appointments; school/educational, extra-curricular and vocational activities; recreational activities; and community activities. Contractors shall also provide transportation for children for sibling and family visits.

2.4.8 Case Planning

2.4.8.1 Support the activities of the LDSS Case Worker in the achievement of safety, permanence and well-being objectives. Contractors shall work, in conjunction with the assigned LDSS Case Worker, in the planning of treatment, service delivery, and family visits (see Section 2.4.6 above).

2.4.8.2 Ensure that its staff, the LDSS Case Worker, the children themselves, and any significant family members and/or significant individuals are actively involved in the development, implementation and reviews of the ISP/ITP. The Contractor shall send (via encrypted email or U.S mail) any notes or documents the Contractor deems necessary to include in the ISP/ITP to the LDSS Case Worker ten (10) business days in advance of the scheduled review meeting.

2.4.8.3 Jointly develop with the LDSS Case Worker the ISP/ITP that identifies the needs of each child, and the services needed. Contractors shall review progress on the ISP/ ITP with the LDSS Case Worker, and convey all relevant educational and therapeutic information upon discharge of each child.

2.4.8.4 Collaborate with the LDSS Case Worker in development of the case plan and its components: education, health and mental health and any applicable court orders.

2.4.9 Child and Adolescent Needs and Strengths (CANS) Assessment Tool

2.4.9.1 Contractors shall administer the CANS assessment for every youth in their care. The CANS assessment shall be completed for each newly admitted youth within the first thirty (30) calendar days of admission, every 3 months after initial assessment, and upon discharge.

2.4.10 Staff Security

2.4.10.1 Request pre-employment child protection and criminal record background checks of prospective staff to include consultants and sub-contractors who have access to children. All staff, including employees, consultants and sub-contractors must be cleared through the Child Protection Registry and the background checks of the jurisdiction(s) in which the staff member resides. See COMAR 14.31.06.05. A copy of the child protection and criminal background requests shall be maintained by the Contractor (see Section 2.4.23.1). All Contractors are required to complete the Criminal Background Affidavit (**Attachment U**) and submit it with their Technical Proposal (see Section 5.4.4.2)

2.4.10.2 Not employ any person who has been convicted of the following:

- A. Child abuse
- B. Child neglect
- C. Spousal abuse
- D. A crime against children, including child pornography

- E. A crime involving violence, including but not limited to, rape, sexual assault, homicide; and
- F. Has a conviction within 5 years of applying for a job with the program for assault or a drug-related offense

2.4.10.3 Demonstrate compliance with COMAR 14.31.06.05 to ensure a drug and alcohol free workplace.

2.4.10.4 Require staff to undergo a physical examination and tuberculosis screening in accordance with COMAR 14.31.06.05 E (1) (c) and (d).

2.4.10.5 Terminate any staff that has an indicated finding of any of the following allegations by an investigation of OLM or LDSS Child Protective Services unit in any jurisdiction:

- A. Neglect of children
- B. Physical abuse of children, families or staff members
- C. Sexual abuse or harassment of children, families or staff members
- D. Verbal or emotional abuse of children, families or staff members
- E. Drug or alcohol use on the premises or with children and families, or such that the staff is intoxicated while on duty

2.4.11 Mandatory Incident Reporting

2.4.11.1 Follow the procedures outlined in COMAR 14.31.06.18 for mandatory reporting of incidents. Contractors shall also file an incident report any time the resident and/or staff has engaged in an event that is significantly distinct from the normal routine or procedure of the children, the program, the staff, or any person relevant to the resident.

2.4.11.2 Report any alleged child abuse, neglect or other risk to residents' health and safety to the LDSS, Child Protective Services, DHS/OLM, SSA Resource Development and MDH/OHCQ via the DHS OLM **Incident Report Form** which may be found at <http://Dhr.maryland.gov/licensing-and-monitoring/provider-resources/> and scrolling down to "Critical Incident Reporting".

Note: Failure to report any allegation of child abuse and/or neglect to OLM and to the appropriate law enforcement or social service agency in the jurisdiction in which the alleged act occurred, or failure to dismiss any employee or subcontractor shall be sufficient cause to restrict or suspend placement with the Contractor.

2.4.12 Normal Daily Routines

Ensure a structured routine and schedule of events and activities that promote healthy development and improve social and behavioral functioning. Each child should have minimal, if any, periods of unstructured time in his/her daily routine.

2.4.13 Community Integration

2.4.13.1 Develop and maintain linkages that strengthen the relationship with the child's familial community of origin and/or the community in which he/she may be residing upon discharge. It is imperative that the child maintains connections with schools, churches, friends and families, as deemed appropriate and in collaboration with the LDSS.

- 2.4.13.2 Make community resources (volunteer civic activities, use of public agencies/services, local library, behavioral health services, and recreational activities at a local gym or community center) available to children, and encourage participation and involvement in community based programming to ensure that the child develops socialization skills for living successfully in the community.
- 2.4.13.3 Ensure that every child has an opportunity to participate in religious services of his/her choice, or to refrain from religious practice if so desired.
- 2.4.13.4 Ensure that any gay, lesbian, bisexual, transgendered and questioning children be linked with organizations and other networks that can support the child's identity and culture.

2.4.14 Education

- 2.4.14.1 Collaborate with the LDSS to ensure that each child of mandatory school age who has not earned a high school diploma or certificate of completion under COMAR 13A.03.02.02 be enrolled in an appropriate secondary school education or developmentally appropriate vocational skills program within five school days of placement.
- 2.4.14.2 Ensure that each child in placement attends the local school whenever feasible and appropriate as consistent with Education Article, §4-122(a) (2), §4-122 (b) (1) and (2) Annotated Code of Maryland; and participate as appropriate in the child's educational activities.

2.4.15 Bill of Rights for Maryland's Children and Youth in Children's Residential Facilities

- 2.4.15.1 Demonstrate compliance with the Bill of Rights for Maryland's Children and Youth in Children's Residential Facilities which may be found by going to:
<http://www.DHS.state.md.us/documents/Manuals/Foster%20Care/Foster%20Youth%20Handbook.pdf>
- 2.4.15.2 Post the Bill of Rights in a conspicuous place within the RCC Program and include the Bill of Rights in the child's and parent/guardian's handbook.

2.4.16 Ready By 21

- 2.4.16.1 Align its practice principles and core values with those outlined in the **Maryland Youth Matter Practice Model** which may be found by going to:
<http://Dhr.maryland.gov/documents/SSA%20Policy%20Directives/Child%20Welfare/Ready%20By%2021%20Manual%2007-2016.pdf>
This is a direct link to the Ready By 21 Manual.

DHS supports Maryland's "Ready by 21" initiative by instituting the "Youth Matter Practice Model". Youth is defined as: children ages 14 – 21 in out of home placements. This model is implemented to improve permanency outcomes for older youth. This initiative has and will continue to include the youth voice in addressing issues related to practice, policy, and decision-making related to individual goals and plans. The project goal is to improve the number of youth who transition to young adulthood with permanent connections and the skills necessary to be self sufficient as outlined in SSA

policies which may be found by going to DHS website: <http://Dhr.maryland.gov/business-center/documents/> and scrolling down and clicking on “SSA Policy Directives,” then on specific policy.

The specific policies are SSA 10-24, SSA 11-11, SSA 11-12, SSA 11-16, SSA 16-10, and SSA 16-16.

2.4.16.2 Share in the responsibility of ensuring each child placed receives services to meet the identified benchmarks/milestones outlined in each child’s transitional plan. The benchmarks shall include but are not limited to the following domains:

- a. Education
- b. Housing
- c. Health/Mental Health
- d. Employment
- e. Financial Literacy
- f. Self Care
- g. Family and Community Connections/Support

2.4.16.3 Will share in the responsibility of ensuring the youth works towards the achievement of the goals and actions outlined in the Maryland Youth Transition Plan. The LDSS Case Worker will work with each youth, to develop a plan that includes: realistic goals established by each youth; agreed upon steps to be taken to meet the goals; the youth’s responsibility for aspects of the plan; the responsibility of the LDSS Case Worker and other interested persons who will assist the youth to accomplish stated action steps; and timelines for achievement. The completed **Maryland Youth Transition Plan** (SSA policy number SSA 11-13) (blank form available at <http://mdconnectmylife.org/initiatives/maryland-youth-transitional-plan>) will be provided (via fax, mail, email or hand delivered) within five (5) business days after completion to the Contractor.

2.4.17 Discharge

2.4.17.1 Participate with the LDSS Case Worker in the discharge planning process, including the FIMs, which is considered part of the child’s permanency planning.

2.4.17.2 Only discharge children from the Contractor’s RCC Program under one or more of the following circumstances:

- a. The child has progressed in functioning and/or development, and is ready for a less restrictive level of care;
- b. The child is in need of a more intensive, therapeutic and/or restrictive placement;
- c. The child is to be reunified with family or relatives;
- d. The child is to be adopted;
- e. The child has adequately met his/her independent living goals and is ready to leave foster care;
- f. The child is turning 21 years old or the commitment has been rescinded;
- g. The LDSS determines that it is appropriate to move the child; and
- h. The Voluntary Placement Agreement is rescinded by the LDSS or the legal guardian.

2.4.17.3 Provide, in the absence of extenuating circumstances, prior to any and all discharges, thirty (30) calendar days notice and a Discharge Plan to the LDSS Case Worker and the parent (when appropriate).

2.4.17.4 Provide, in extenuating circumstance(s), notice and a Discharge Summary within 72 hours of the extenuating circumstance(s).

2.4.18 Recordkeeping

2.4.18.1 Establish and maintain client case files and fiscal records in a manner that is compliant with and supports all policies and procedures promulgated by DHS, particularly as they relate to documentation needed for audits. Contractors' documentation must include all progress notes on assessments, treatment and service delivery that fully outline the care and recommended future care provided to children.

2.4.18.2 Retain all books, records, including documents that reflect all direct or indirect costs expended in the performance of this Contract for a period of no less than 3 years after the date of final payment, in accordance with COMAR 21.07.01.21.

2.4.19 State Project Monitoring

2.4.19.1 Comply with all processes and requests made by the SSA Contract and Monitoring Unit in conducting monitoring oversight activities during the term of the Contract.

2.4.19.2 Allow SSA Contract and Monitoring Unit staff to complete scheduled and unscheduled site visits, as appropriate, to assess performance, contract compliance, and report on delivery of services required under this Contract.

2.4.20 Specific Requirements for each RCC Program Category

Below are the specific requirements for the 3 RCC Program categories for which the Department intends to award Contracts. Contracts will be awarded pursuant to Section 6.5.3 and as determined to be in the best interest of the State. An Offeror may submit a Proposal for one or more of the following RCC program categories for which it is licensed or will become licensed (see Section 2.3).

In addition to COMAR Standards for RCC Programs (COMAR 14.31.05 and .06), there are additional COMAR standards in COMAR 14.31.07 for therapeutic group home programs to be adhered to if appropriate.

The LOI identify and define the scope and intensity of services available to accommodate the diverse needs of children and their families.

2.4.20.1 For Contractors Providing DETP

These programs provide short-term care, not to exceed ninety (90) calendar days in length to identify and facilitate diagnostic services for children in need of stabilization before transitioning into a longer-term placement setting. The DETP serves children who manifest as emotionally disturbed, and have a history of abuse and/or neglect.

Contractors shall:

- 2.4.20.1.1 Complete a written Diagnostic Assessment of a child according to the Diagnostic Statistical Manual (DSM-5) standards for submission to the LDSS within sixty (60) business days of placement. The Diagnostic Assessment shall include a psychiatric, psychological, educational, psycho-social, and medical plan for stabilizing the child and developing a plan to transition and maintain the child in the most appropriate and least restrictive placement to meet that child's needs.
- 2.4.20.1.2 Use the following minimum LOI standards when responding to this RFP:

Minimum Standard	Level of Intensity
Care and Supervision	High
Clinical Services	High
Education	Moderate
Health and Medical Services	Moderate
Family Support Services	High

- 2.4.20.1.3 Ensure that each school-aged child attends an educational or vocational program in accordance with all applicable federal, State and local laws.
- 2.4.20.1.4 Have the ability to provide a milieu of services offered in diagnostic and evaluation treatment programs in a campus- facility or community based facility.
- 2.4.20.1.5 Have the ability to serve male, female, and transgendered youth ages 14-20.
- 2.4.20.1.6 Have available needed beds in a facility that meets all COMAR 14.31.06 regulation requirements and is ready to place children by June 1, 2018.
- 2.4.20.1.7 Offer a Trauma Certified Treatment practice which is preferred over trauma informed. Contractors must be able to provide individual trauma therapy; group therapy with a focus on commercially sexually exploited children (CSEC) and victim advocacy.
- 2.4.20.1.8 The Provider shall house and care for no more than 3 to 4 children in one facility, with one youth per bedroom.
- 2.1.20.1.9 Ensure that the program's Certified Program Administrator, as outlined in COMAR 14.31.06.06, shall have experience providing, at a minimum, close supervision, diagnostic psycho-social testing, recreation, socialization, and transition services in a nurturing, culturally sensitive environment.

2.4.20.2 For Contractors Providing HIGH ECDD (includes TGH)

A HIGH Program provides services to children presenting a high level of behavioral, emotional and/or behavioral, educational and medical conditions requiring a high level of on-site therapeutic care and intense structured supervision, behavior management and clinical intervention. These children require 24 hour supervision by awake staff.

- 2.4.20.2.1 Contractors who are licensed by MDH as TGH shall comply with COMAR

10.21.07.

2.4.20.2.2 All Contractors shall use the following LOI standards when responding to this RFP:

Minimum Standard	Level of Intensity
Care and Supervision	High
Clinical Services	High
Education	Moderate
Health and Medical Services	Moderate
Family Support Services	Moderate

- 2.4.20.2.3 All Contractors shall provide on-site counseling services and appropriate therapeutic modalities necessary to meet the needs of children in care.
- 2.4.20.2.4 Contractors shall have the ability to provide a milieu of high intensity services in a campus-type or community base facility.
- 2.4.20.2.5 Contractors shall have a facility for male, female, and transgendered youth ages 14-20.
- 2.4.20.2.6 Contractors shall have available needed beds in a facility that meets all COMAR 14.31.06 regulations requirements and is ready to place children by June 1, 2018.
- 2.4.20.2.7 Offer a Trauma Certified Treatment practice which is preferred over trauma informed. The Contractor shall provide individual and group trauma therapy; family therapy; medication management; and crisis intervention services.
- 2.4.20.2.8 The Provider shall house and care for no more than 3 to 4 children in one facility, with one youth per bedroom.
- 2.4.20.2.9 Ensure the program's Certified Program Administrator, as outlined in COMAR 14.31.06.06, shall have experience providing individualized range of services that may include individual, group, milieu, family, educational, and behavioral treatment approaches applicable.

2.4.20.3 NEW: For Contractors Providing HIGH- Sex Trafficking (includes TGH)

There is an increasing number of youth that have been found to be a victim of child maltreatment as a result of involvement in sex trafficking. There are an increasing number of youth that have had trauma go untreated and, as a result, exhibit anti-social behaviors that limit their ability to live, work, and engage in pro-social activities. SSA is currently in need of a HIGH Program(s) to provide ongoing intensive services to up to sixteen (16) youth (male, female and/or transgendered) who have experienced sexual abuse due to sex trafficking.

Contractors shall house and care for no more than 3 to 4 children in this population in one setting with one youth per bedroom.

The Contractor shall request a miscellaneous category rate with its budget request to the IRC/MSDE in accordance with the IRC/MSDE guidelines (**Attachment B-1**).

Contractors shall:

2.4.20.3.1 Comply with COMAR 10.21.07 if licensed by MDH as TGH.

2.4.20.3.2 Use the following LOI standards when responding to this RFP:

Minimum Standard	Level of Intensity
Care and Supervision	High
Clinical Services	High
Education	Moderate
Health and Medical Services	Moderate/High
Family Support Services	Moderate

2.4.20.3.3 Provide on-site counseling services and appropriate therapeutic modalities necessary to meet the needs of the children in care.

2.4.20.3.4 Have the ability to provide high intensity group home services in a campus-type or community base facility.

2.4.20.3.5 Have experience providing services to a population of male, female, and transgendered children ages 14 -20 from all jurisdictions of the State with the following treatment needs that may be co-occurring:

- a. Inappropriate sexual behavior (to include victims and/or offenders)
- b. Violence and aggression
- c. Fire setting
- d. Autism Spectrum Disorder
- e. High elopement risk
- f. Developmental Disabilities
- g. Learning Disabilities
- h. Self-injurious behaviors
- i. Physical Disabilities

These needs may or may not be accompanied by medical needs that contribute to the complexity of the child. These youth are typically stepping down from more restrictive environments such as Residential Treatment Centers, Juvenile Justice Facilities, In-patient hospitalizations, High Intensity Respite, or Diagnostic Centers.

2.4.20.3.6 Have a facility for male, female, and transgendered ages 14-20 with living accommodations based on age appropriateness.

2.4.20.3.7 Have available needed beds in a facility that meets all COMAR 14.31.06 regulation requirements and is ready to place children by June 1, 2018.

2.4.20.3.8 Contractors shall offer a Trauma Certified Treatment practice which is preferred over trauma informed. The Contractor must be able to provide individual trauma therapy; group therapy with a focus on commercially sexually exploited children (CSEC) and victim advocacy.

2.4.20.2.9 Ensure the program's Certified Program Administrator, as outlined in COMAR 14.31.06.06, shall have experience providing individualized range

of services that may include individual, group, milieu, family, educational, and behavioral treatment approaches applicable.

2.4.21 RCC Performance Requirements

The performance measures outlined in this section will be used as part of the evaluation of Proposals for awarding Contracts as well as monitoring Contract performance. The continuation of each Contract will be based on meeting the minimum standard established for each Contract year. The minimum standard is derived from the Performance Measures and will be equal to the lowest performance score for each RCC Program category beginning with the initial Contract award, and the minimum standard will be updated annually (see Section 2.4.24). The performance measures for each RCC Program category will be compiled, monitored and rated 4 times during each Contract year – after 3, 6, 9, and 12 months (see Chart B).

Ultimately, DHS desires that each foster child be placed in the least restrictive setting that meets their needs, and achieve permanency. Thus, Child Stability and Permanency will also be monitored by DHS and provides Contractors an opportunity to earn incentive points because a number of factors drive decision-making about exits from a RCC to a less restrictive placement or exit to foster care, reunification, guardianship, or adoption. DHS reserves the right to adjust the criteria for awarding incentive points and, after a 3 month notification to Contractors, to implement changes.

Note: DETP Programs, due to the nature of the short-term placement interventions, will not have the opportunity to be considered for incentive points relating to Child Stability and Permanency.

All Offerors awarded a Contract will be monitored by DHS for the performance measures, weighted as shown in Chart A

Chart A

Indicator	Performance Measure	Available Points
A. Child Safety (50%)	Staff Security	30
	Maltreatment while in Foster Care	20
B. Licensing and Monitoring (40%)	Licensing Sanctions	20
	SSA Hotlist	5
	Annual Financial Audits	15
C. Child Well-Being (10%)	CANS Compliance	10
TOTAL		100
D. Incentive Points: Child Stability/Permanency	Exits to Permanency or Less Restrictive Placement	20

The performance measures are grouped under four (4) broad child welfare outcome areas and the requirements for each measure are as follows:

2.4.21.1 Child Safety

The successful provision of residential child care depends on safety, therefore, half (50%) of the weight of the performance measures is devoted to child safety.

2.4.21.1.1 Staff Security

- a. 100% compliance for Child Protective Services (CPS) clearances and Criminal Background (CB) checks for all employees and prospective employees;
- b. Timely submission for each monthly report;
- c. CPS and CB check request dates are prior to the employee hire date; and Each employee meets COMAR 14.31.06.05 standards for indicated child abuse and criminal convictions.

OLM will conduct random checks of the COMAR Safety Requirements reports for each Contractor to ensure 100% compliance for CPS clearances and CB checks. Performance rating periods are quarterly. The COMAR Safety Requirements form may be found by going to DHS website: <http://Dhr.maryland.gov/licensing-and-monitoring/provider-resources/safety-reports/>.

2.4.21.2.1 Maltreatment while in Foster Care

Contractors serving foster children shall have no indicated findings of child maltreatment where Contractors' staff member is identified as the maltreater in the investigation 100% of the time. Contractors will be rated quarterly, based on the quarter prior to the quarter that just ended using MD CHESSIE data.

2.4.22 Licensing and Monitoring

Contractors shall meet the minimum standards for the following licensing and monitoring performance measures, based on information obtained from the Contractor's licensing agency and SSA's Contracts and Monitoring Unit. Licensing and Monitoring measures are a reflection of the overall health of the organization. A healthy organization impacts both the safety and well-being of the children it serves, therefore, nearly half (40%) of the weighted score depends on these measures.

2.4.22.1 Licensing Sanctions

Contractors shall not have any licensing sanctions during each quarterly rating period, using licensing agency (DHS, DJS, or MDH) data.

Timely fiscal audit submission will be compiled by SSA Contracts and Monitoring Unit for Fiscal Audit reports due in early December during each year of the Contract.

2.4.22.2 SSA Hot List

The SSA Hot List is a record maintained by the Department for Providers who may be out of compliance with licensing and/or the Contract requirements. Contractors shall not be placed on the SSA Hot List any time during each quarterly rating period, using SSA Contracts and Monitoring Unit data.

2.4.22.3 Annual Financial Audits

Contractors are required to submit their Annual Financial Audit (see Section 2.4.29.4) timely on or before December 2 each Contract year.

On-Time submission is valued at 100%; up to 1 month delay is valued at 75%; up to two (2) or more months delay is valued at 50%; no current submission is valued at 0% for this

measure. In the event that an extension was approved, the new due date is the starting point for evaluating this measure.

Process for Requesting a Fiscal Audit Extension

A Contractor can ask for a fiscal audit extension on or before December 2 of each year. Not all requests will be granted. The reason for the request must be for extenuating circumstances such as a death or re-location of the Contractor's facility. The written request shall include: the reason for the request and date when the Contractor will submit the audit. The written, signed and dated request must be sent to the State Project Manager as soon as the Contractor is aware that an extension is needed. A review of the request will be conducted and a letter approving or disapproving the request will be sent to the Contractor within 10 business days after receipt of the request.

2.4.23 Child Well Being

Contractors are to ensure successful provision of required services leading to each child's achievement of case plan objectives and goals.

CANS Assessment Compliance

The CANS Assessment has been selected by DHS to measure child well-being. It is critical for DHS to have complete, accurate, and reliable CANS data as part of its evolving interest in gaining a full picture of the strengths and needs of children, as well as making CANS an integral part of case planning for children served. This measure is weighted as 10% of the total score.

All Contractors shall complete the CANS Assessment (Human Services Article, § 8-1004, Annotated Code of Maryland). Among children who have been in placement for at least 1 month (30 calendar days), CANS Compliance is based on the expected completion of the Intake, Quarterly, and Closing assessment data completed and will be measured each quarter.

The denominator used in the measurement is the number of expected CANS Assessments for children placed during the rating period; and the numerator used in the measurement is the number of actual CANS Assessments recorded.

2.4.23.1 Child Stability and Permanency (Incentive Points)

Contractors are to ensure that placements are stable and purposeful, leading preferably either to exits from foster care to permanency (reunification, guardianship, or adoption), or to less restrictive placement settings.

Exits to Permanency or to Less Restrictive Placement Setting

Among those children who have lived at the RCC for at least two months, Contractors will receive a bonus point for every 5% of exits from foster care to permanency or discharge to a less restrictive placement.

Note: This will not apply to DETP categories.

This performance measure will contain the percent of exits to permanency or to a less restrictive placement, wherein the denominator will be the number of all exits from the Contractor's existing RCC, and the numerator will be the number of exits to permanency or to less restrictive placement settings, based on MD CHESSIE data. This statistic will be generated based on the exits from the RCC during each quarterly rating period, based on MD CHESSIE data.

Chart B - Summary of Performance Measures and Rating Periods

Performance Area	Minimum Acceptable Level	Performance Measure	Rating Period
A. Child Safety	100%	Timely submission of the COMAR Safety Requirements Report and Licensing Agency's Random Review of Clearance Documents	3 month (quarterly) periods
	100%	No Child Maltreatment Findings	
B. Licensing and Monitoring	100%	No Licensing Sanctions	3 month (quarterly) periods
	100%	No Placement on Hot List	
	On Time=100% 1 Month Late=75% 2 Months Late=50%	Timely Submission of Annual Financial Audit	
C. Child Well-Being	90%	Timely submission of CANS Assessment	3 month (quarterly) periods
D. Incentive Points: Child Stability and Permanency	0% (Excluding DETP Programs)	Children in RCC Discharged to Permanency (reunification, guardianship, or reunification) or Less Restrictive Placement	3 month (quarterly) periods

Chart C is an example of a Performance Report and includes the Incentive Points for Child Stability and Permanency.

Chart C - Example of Quarterly Performance Rating—Provider C (corresponds to the Example of Quarterly Performance Rating – State Project Managing, Attachment T-1)

Performance Area	Minimum Acceptable Level	Performance Measure	Performance Explanation	Rating received by C
A. Child Safety	100%	Monthly submission of the COMAR Safety Requirements Report	Received full credit—all employees on roster had complete information for child protective services and criminal background checks	1=30 points
	100%	No Child Maltreatment Findings	Received NO credit—during rating period there was an indicated finding of child maltreatment among agency staff	1= 0 points
B. Licensing and Monitoring	100%	No Licensing Sanctions	Received full credit—there were no licensing sanctions received during the rating quarter	0=20 points
	100%	No Placement on Hot List	Received full credit—there were no appearances on the Hot List during the rating quarter	0=5 points
	On Time=100% 1 Month	Timely Submission of Annual	Received partial credit for this item—the Annual Financial Audit was received 1 month late	75%=7.5 points

	Late=75% 2 Months Late=50%	Financial Audit		
C. Child Well-Being	90%	Timely submission of CANS Assessment	Received full credit—based on Provider- CANS data was completed, this is the percent of expected CANS records completed during rating quarter	100%=10 points
SUB-SCORE	Based on Youth Safety, Youth Well-Being, Licensing and Monitoring		Calculation: 72.5=30+0+20+5+7.5+10	72.500
D. Incentive: Child Stability & Permanency	0% (Excluding DETP Programs)	Children in RCC Discharged to Permanency (reunification, guardianship, or reunification) or Less Restrictive Placement	Earned a 0.8 increase because 4% of exits were either to permanency or to less restrictive placement. 4% of 20 is 0.8 and is added to the sub-score to obtain the Total Score	4%=0.8 points
TOTAL SCORE	Sub-Score plus Incentive		Calculation: Sub-Score + Incentive	73.300

2.4.24 Updating the Minimum Standard, Conditions for Exercise of Option, and Corrective Action Plan

2.4.24.1 As illustrated in the table below, the Minimum Standard will be determined at the beginning of each Contract year. The new Minimum Standard for each RCC Program category will equal the lowest performance score of all Contractors as of the end of the prior Contract year. If this lowest performance score is lower than the initial Minimum Standard, then the initial Minimum Standard will be used as the new Minimum Standard for the Contract year.

Each quarter, Contractors will be given their updated performance scores and data for review and discussion with the State Project Manager. Quarterly data will also include data on the lowest performance score for the RCC program category, so that Contractors can anticipate and plan for potential revisions to the Minimum Standard (which would take effect in the next Contract year). Quarterly data will be given to Contractors within thirty (30) days after the end of each time period. Contractors will have seven (7) business days upon receipt of the quarterly update to submit to the State Project Manager written discrepancies in the data. The State Project Manager will provide Contractors an initial written response within seven (7) business days after receipt of a Contractor's written discrepancies. Contractors will have three (3) business days to respond to the initial written response. Finally, the State Project Manager will provide Contractors the final written response within three (3) business days thereafter.

Chart D

Performance Data Reporting and Minimum Standard Calculation Schedule		
Contract Year	Minimum Standard =	Reporting Quarter
Base Year 1	Lowest score of all Contracts awarded in the RCC Program category at time of Contract award date	1
		2
		3
		4
Base Year 2	The greater of the following for each RCC Program category: Lowest score of all Contracts awarded at the end of Quarter 4, or the Base Year 1 Minimum Standard.	5
		6
		7
		8
Option Year 1	The greater of the following for each RCC Program category: Lowest score of all Contracts awarded at the end of Quarter 8, or the Base Year 2 Minimum Standard.	1
		2
		3
		4
Option Year 2	The greater of the following for each RCC Program category: Lowest score of all Contracts awarded at the end of Quarter 8, or the Year 1 Minimum Standard.	1
		2
		3
		4
<p>Notes:</p> <ul style="list-style-type: none"> • Thirty (30) days after each quarter, Contractors will receive individual performance scores and data as well as the lowest performance score in their RCC Program category. • New Contract year Minimum Standards will be made available thirty (30) days after the end of the prior Contract year. • If Options are exercised, procedures outlined below will be followed for the Option years. 		

2.4.24.2 Conditions for Exercise of Options

The Contract will contain two 1-year Options to be renewed at the State’s sole discretion (see Section 2.1.2). If DHS decides to exercise the renewal Options, DHS will consider the following, by RCC Program category:

- The State’s current need for beds in each region; and
- The ranking of the Contractors based on quarterly performance reports to date.

Options will then be exercised based on the same logic as the initial Contract award: beds required by DHS for each RCC Program category and region will be allocated to the highest ranked Contractor first, and then the second highest ranked Contractor, with the process continuing until the current needs for beds are allocated. As the number of beds needed by the State may change, a Contract modification may need to be processed simultaneously with the Option.

2.4.24.3 Corrective Action Plan

At any given 3 month rating period, Contractors whose performance scores fall below the Minimum Standard will be required to submit a Corrective Action Plan (CAP) to the State Project Manager. Contractors who consistently fall below the Minimum Standard may be subject to termination or non-renewal of their Contract. Charts E and E-1 below describe the circumstances upon which a CAP will be required and the conditions that

must be met in order to continue to accept new referrals and to avoid termination of the Contract.

NOTE: In the charts, “within 10%” means that the Contractor’s total score is between 90% and 100% of the Minimum Standard that has been established for that RCC program category. “Below 10%” means that the Contractor’s total score is below 90% of the Minimum Standard for that RCC program category. For example (see **Example of Quarterly Performance Rating – State Project Monitoring, Attachment T-1**), if the Minimum Standard is 75.0, then the “Within 10%” range is 67.5 to 75.0; and the “Below 10%” range is any score below 67.5.

Chart E

Findings, Requirements, Goals & Consequences When RCC Experiences a Quarterly Review where the Total Score is “Within 10%” of Minimum Standard	
Event	Consequence
A. Score at any Quarterly Review is Below Minimum Standard (“Within 10%”)	CAP is required—Goal for RCC is to increase score to meet/exceed Minimum Standard
B. Finding at Next Quarterly review	
1. If Score meets/exceeds Minimum Standard	Close CAP—no further action required
2. If Score is “Within 10%”	New CAP is required
3. If Score is “Below 10%”	New CAP is required and No new admission
C. Finding at Next Quarterly review, when Prior Quarterly Score was Within 10% or Below 10% (B.2 or B.3 above)	
1. If Score meets/exceeds Minimum Standard	Close CAP and can accept new admissions
2. If Score is “Within 10%”	New CAP is required and No new admissions
3. If Score is ‘Below 10%’	Terminate Contract
D. Finding at Next Quarterly Review when Prior Quarterly Score was within 10% for the third consecutive quarter (See Section C.2 above)	
1. If score meets/exceeds minimum Performance Score	Close CAP-no further action required
2. If score is “Within 10%” or Below 10%	Terminate Contract

Chart E-1

Findings, Requirements, Goals & Consequences When RCC’s Experiences a Quarterly Review where the Total Score is “Below 10%” of Minimum Standard	
Event	Consequence
A. Score at any Quarterly Review is Below Minimum Standard (“Below 10%”)	CAP is required and No New Admissions —Goal for RCC is to increase total score at least to “Within 10%” range or above
B. Finding at Next Quarterly review	
1. If Score meets/exceeds Minimum Standard	Close CAP and can accept new admissions
2. If Score is “Within 10%”	Update CAP and open program to new admissions
3. If Score is “Below 10%”	Terminate Contract

C. Finding at Next Quarterly review, when Prior Quarterly Score was Within 10% (B.2.)	
1. If Score meets/exceeds Minimum Standard	Close CAP and open program for new admissions
2. If Score is “Within 10%”	New CAP is required and No new admissions
D. Findings at Next Quarterly review when Prior Quarterly Score was “Within 10%” (C.2)	
1. If score meets/exceeds minimum Performance Score	Close CAP-open program for new admissions
2. If score is “Within 10%” or “Below 10%”	Terminate Contract

2.4.25 Performance Report Used for Contract Award

The performance measures outlined in Section 2.4.20.1, 2.4.20.2 and 2.4.20.3 will also be used as part of the evaluation of Proposals for awarding Contracts. Existing DHS RCC Contractors have been provided a Performance Report for each program category for which they have a contract. For all Other Offerors (licensed Providers who do not have an existing RCC contract with DHS) specific documentation shall be submitted in order for SSA to prepare a Performance Report. Both existing Contractors and Other Offerors shall submit the Performance Report as part of their Proposal.

2.4.26.1 Existing RCC Contractors

Prior to the release of the RFP, DHS provided a Performance Report to each of the existing DHS RCC contractors for review. The Performance Reports shall be submitted with the Proposals from existing DHS RCC contractors that choose to respond to this RFP. In addition, if an existing DHS RCC contractor proposes a “new Program” for which it has no past Performance Rating, then the score from the existing DHS RCC contractor’s Program that is most similar in scope to the “new Program” will be used for the Performance Rating in the existing DHS RCC contractor’s Proposal (see Appendix 1, 42 for the definition of a “new Program”).

Unless otherwise indicated, the rating period used to prepare the Performance Report using the measures below is October 1, 2016 - June 30, 2017.

- a. Staff Security – rating period May – June 2017
- b. Maltreatment while in Foster Care – rating October 2016 – June 2017
- c. Licensing and Monitoring
- d. Licensing Sanctions
- e. SSA Hot List
- f. Annual Financial Audits - The Performance Report contains the Financial Audit completion percentage compiled by the SSA Contracts and Monitoring Unit for Fiscal Audits due on December 2, 2017.
- g. Child Well Being - The Performance Reports for FY17 did not contain CANS data. This performance section was not rated.

2.4.26 Documentation Required for Performance Report for Other Offerors

All Other Offerors shall submit documentation requested in this section as part of their Proposal (except for the CANS Compliance data). Upon receipt of the Offeror’s Proposal, DHS will

measure the performance of the Offerors using the documentation provided and will complete the Offerors' Performance Report. The Performance Report will be sent to each Offeror for review. Offerors will have seven (7) business days upon receipt of their Performance Report to submit to the State Project Manager written discrepancies in the data. The State Project Manager will provide Offerors an initial written response within seven (7) business days after receipt of an Offeror's written discrepancies. Offerors will have three (3) business days to respond to the initial written response. Finally, the State Project Manager will provide Offerors the final written response within three (3) business days thereafter.

2.4.26.1 Child Safety

a. **Staff Security**

All Other Offerors shall submit an excel spreadsheet of the employee roster, for all employees at the time of Proposal submission, containing a column for each of the following data elements: the Employee's employment start date, CPS request date, CPS results (e.g. No History Found, History Found), CB check clearance request date, and CB check results (e.g. No History Found, History Found).

In addition to the spreadsheet, all other Offerors shall provide CPS and CB check request documents only for employees listed on the roster whose employment start date is from July 1, 2015, to the date of Proposal submission, inclusive.

b. **Maltreatment while in Foster Care**

No documentation is required (see Section 2.4.21.2.1).

2.4.26.2 Licensing and Monitoring

a. **Licensing Sanctions**

All Other Offerors shall obtain and submit written and signed documentation from the Offeror's licensing agency indicating either no sanctions or the number of sanctions during the rating period July 1, 2016 - March 31, 2017; and, for each sanction, include the date, type, and disposition of each sanction received.

b. **SSA Hot List**

No documentation is required (see Section 2.4.22.2).

c. **Annual Financial Audits**

All Other Offerors shall obtain and submit written and signed documentation from its contract agency indicating the due date and date received of the Annual Financial Audit most recently required by the contract agency.

d. **Child Well Being**

Child and Adolescent Needs and Strengths (CANS) Assessment Compliance

No documentation is required.

For Contract award, the performance measures are weighted as shown in Chart F and comprise the Offeror's total performance score.

Chart F

Indicator	Performance Measure	Total Points Available	
		Current Contractors	All Other Offerors
A. Child Safety (50%)	Staff Security	30	50
	Maltreatment while in Foster Care	20	N/A
B. Licensing and Monitoring (40%)	Licensing Sanctions	25	30
	SSA Hotlist	5	N/A
	Annual Financial Audits	20	20
C. Child Well-Being (10%)	CANS Compliance	N/A	N/A
TOTAL		100	100

2.4.27 Contractor's Project Manager

The Contractor shall designate an individual to serve as the Contractor’s Project Manager. The Contractor’s Project Manager shall be available to discuss the day-to-day operations of the project as well as attend quarterly meetings, approximately 2 hours each, pertaining to the same. Meeting dates, times and location(s) will be provided by the State Project Manager in advance of the meeting.

2.4.28 Post-Award Orientation Conference

Within two weeks after approval by the Board of Public Works (BPW), the State’s Project Manager, Contractor and/or Contractor’s Project Manager, and any other State or Contractor staff deemed appropriate shall attend a Post-Award Orientation Conference. The purpose of the Post-Award Orientation Conference is to discuss service delivery, invoice processing, monitoring and other Contract terms and conditions. The date, time and location of the Post-Award Orientation Conference will be indicated to the successful Offerors after BPW approval of the contract.

2.4.29 Reports

Unless otherwise indicated, all reports shall be submitted to the State’s Project Manager.

2.4.29.1 Individual Service/Treatment Plans – Due thirty (30) business days after placement and every ninety (90) business days thereafter, and submitted to the LDSS Case Worker in the time period requested.

For Contractors providing DETP Programs

2.4.29.2 Diagnostic Assessment – Due sixty (60) business days from date of placement. The Diagnostic Assessment includes: psychiatric, psychological, educational, psychosocial, medical, placement recommendations and other services as appropriate due sixty (60) business days from date of placement.

2.4.29.3 **Results of CANS Assessment** – Due thirty (30) business days after placement and every ninety (90) business days thereafter.

2.4.29.4 **Annual Financial Audit.** On or before December 2 of each year, following the end of the contract year, an annual audit report of the Contractor’s financial records must be submitted to the Department of Human Services, Social Services Administration, 311 W. Saratoga Street, 5th Floor, Baltimore, MD 21201, Attn: Audit Coordinator, and

the Office of the Inspector General, 1525 N. Calvert Street, 7th Floor, Baltimore, MD 21201. The audit must be performed by an independent Certified Public Accountant (CPA) and be in the format required by the Department (see Annual Audit Report Requirements, **Attachment R**).

2.4.29.5 **DHS Private Contractor Annual Report (Attachment S).** Due on or before December 2 of each year, following the end of the Contract year, an annual report that includes the following: (1) a detailed description of all efforts made to ensure appropriate services while reasonably managing costs, and the success/failure of those efforts as measured in both time and money saved; (2) a percentage-rate breakdown reflecting the number of times in the Contract year that the Contractor needed, with the Department approval, to add or change services included in the original Contract, to maintain the safety and well-being of the child(ren), including suggestions for reducing the need for, and frequency/cost of, such changes, as well as practical examples to support the suggestions and; (3) goals for the following contract year, based on information and data developed during the current and prior calendar years, with specific strategies for realizing these goals and specific measuring plans for determining whether they have been met by the end of the following year.

2.4.29.6 **Financial Incident Report.**

2.4.29.6.1 Provide a Financial Incident Report (**Attachment V**) to the Department if it experiences any of the following financial issues during the term of the Contract:

- a. Bankruptcy filings (Includes parent company and subsidiaries);
- b. Tax liens from the local jurisdiction in which the Contractor is located, the State of Maryland, or the Internal Revenue Service;
- c. Receipt of a going concern, adverse, disclaimer, or qualified audit opinion during an annual audit of financials conducted by a Certified Public Accountant (CPA);
- d. Receipt of a liability offset notice from the Comptroller of Maryland or the Department;
- e. Receipt of a cancellation notice for an insurance policy the Contractor is obligated under Contract or COMAR to maintain;
- f. Payroll, corporate, unemployment, or any other state or federal taxes more than thirty (30) days in arrears;
- g. Lease or rent payments more than thirty (30) days in arrears; and
- h. Any other adverse financial issues directly related to the Contractor's fiscal solvency or to compliance with any financial standards established in the Contract or COMAR (see COMAR 07.05.01.06, 07.05.01.07B, 14.31.05.04 B, 14.31.06.04 B).

2.4.29.6.2 The Financial Incident Report shall be separate from, and in addition to, any other reporting requirements. The first Financial Incident Report to the Department within five (5) business days of receiving a fully executed copy of this Contract. Thereafter, the Contractor shall submit a Financial Incident Report on July 1 and December 2 of each year. However, if the Contractor files for bankruptcy, it shall submit a Financial Incident Report to the Department within 24 hours of the filing. All reports shall be sent, via regular mail to the SSA Administrative Specialist, Office of Budget and

Central Services, 5th Floor, Department of Human Services, 311 W. Saratoga Street, Baltimore, MD 21201.

- 2.4.29.6.3 Depending on the nature of the financial issues disclosed, the report may be forwarded to the appropriate licensing agency. The presence of any of the above-mentioned financial issues will not guarantee disciplinary action; however, the Contractor's failure to provide the Financial Incident Report as required may result in disciplinary action against the Contractor, to include (1) a corrective action plan; (2) suspension of placements; or (3) removal of placements.
- 2.4.29.7 **Quarterly Report of Economic Benefits Attained (see Section 5.4.2.15)** – due by the 15th of the month following the end of the report quarter. The quarterly report shall be submitted until all proposed economic benefits are attained. The report shall include the Contractor's name, contract number, report quarter / year, and identify the economic benefits committed to this project as stated in the Contractor's Proposal for the report year and the economic benefits attained during the report quarter. The report shall be signed and dated by the Contractor's Project Manager.
- 2.4.29.8 **Ad Hoc/Miscellaneous Reports.** Contractors may be required on an annual basis to submit approximately four (4) ad hoc/miscellaneous reports pertaining to, but not limited to the, the collection of research data and evaluation activities concerning their programs and submitted to the State's Project Manager and the requestor of the report(s) in the time period requested.

Failure to submit required reports within the timeframes identified may result in placement on the SSA Hot List, termination of referrals to the Contractor or termination of any Contract awarded through this RFP. Final invoice payment is contingent upon receipt of all reports identified above.

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SECTION 3 – CONTRACTOR REQUIREMENTS: GENERAL REQUIREMENTS

3.1 Insurance Requirements

- 3.1.1 The Contractor shall maintain Commercial General Liability Insurance to cover losses resulting from, or arising out of, Contractor action or inaction in the performance of the Contract by the Contractor, its agents, servants, employees, or subcontractors, with minimum limits of \$1,000,000 per occurrence and \$3,000,000 aggregate.
- 3.1.2 The Contractor shall maintain Errors and Omissions/Professional Liability insurance with minimum limits of \$1,000,000 per claim and annual aggregate.
- 3.1.3 The Contractor shall maintain Automobile and/or Commercial Truck Insurance as appropriate with Liability, Collision, and PIP limits no less than those required by the State where the vehicle(s) is registered, but in no case less than those required by the State of Maryland.
- 3.1.4 The Contractor shall maintain Crime Insurance to cover employee theft with a minimum single loss limit of \$ 5000,000 per loss, and minimum a single loss retention not to exceed \$5,000.
- 3.1.5 Within five (5) Business Days of recommendation for Contract award, and before any work begins, the Contractor shall provide the Procurement Officer with current certificates of insurance, and update such certificates periodically, but no less than annually in multi-year contracts, as directed by the State Project Manager. Such copy of the Contractor’s current certificate of insurance shall contain at minimum the following:
- a. Workers’ Compensation – The Contractor shall maintain such insurance as necessary and/or required under Workers’ Compensation Acts, the Longshore and Harbor Workers’ Compensation Act, and the Federal Employers’ Liability Act.
 - b. Commercial General Liability as required in Section 3.1.1.
 - c. Errors and Omissions/Professional Liability as required in Section 3.1.2.
 - d. Automobile and/or Commercial Truck Insurance as required in Section 3.1.3.
 - e. Crime Insurance as required in Section 3.1.4.
- 3.1.6 The State of Maryland shall be listed as an additional insured on any Commercial General Liability, Auto Liability, Professional/Cyber Liability, and excess liability or umbrella policies with the exception of Workers’ Compensation Insurance, which is currently handled by the Chesapeake Employer’s Insurance Company (formerly Injured Workers’ Insurance Fund). This means the faces of the certificates of insurance for these policies must state, “The State of Maryland is an Additional Insured.” All insurance policies shall be endorsed to include a clause that requires that the insurance carrier provide the State Project Manager, by certified mail, not less than 30 days’ advance notice of any non-renewal, cancellation, or expiration. In the event the State Project Manager receives a notice of non-renewal, the Contractor shall provide the State Project Manager with an insurance policy from another carrier at least 15 days prior to the expiration of the insurance policy then in effect. All insurance policies shall be with a company licensed by the State to do business and provide such policies.
- 3.1.7 The Contractor shall require that any subcontractors providing primary services (as opposed to non-critical, ancillary services) under this Contract obtain and maintain the same levels of

insurance and shall provide the State Project Manager with the same documentation as is required of the Contractor.

- 3.1.8 The Contractor shall submit a Current Certificate of Insurance at each Contract anniversary date including options periods, if exercised.

3.2 Security Requirements

3.2.1 Criminal Background Check

The Contractor shall request pre-employment child protection and criminal record background checks of prospective staff to include consultants and sub-contractors who have access to children. The Contractor shall obtain at its own expense a Criminal Justice Information System (CJIS) State and federal criminal background check, including fingerprinting, for the aforementioned personnel. This check must be performed by a public entity. All staff, including employees, consultants and sub-contractors must be cleared through the Child Protection Registry and the background checks of the jurisdiction(s) in which the staff member resides. See COMAR 14.31.06.05. A copy of the child protection and criminal background requests shall be maintained by the Contractor (see Section 2.4.21.1.1.C). Contractors shall complete the Criminal Background Affidavit (**Attachment U**) to certify completion of this requirement.

3.2.2 Information Technology

A. The Contractor shall:

- 1) Implement administrative, physical, and technical safeguards to protect State data that are no less rigorous than accepted industry best practices for information security such as those listed below (see **Section 3.2.3**);
- 2) Ensure that all such safeguards, including the manner in which State data is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws as well as the terms and conditions of the Contract; and
- 3) The Contractor, and Contractor Personnel, shall (i) abide by all applicable federal, State and local laws, rules and regulations concerning security of Information Systems and Information Technology and (ii) comply with and adhere to the State IT Security Policy and Standards as each may be amended or revised from time to time. Updated and revised versions of the State IT Policy and Standards are available online at: www.doit.maryland.gov – keyword: Security Policy.

3.2.3 Data Protection and Controls

- A. The Contractor shall ensure a secure environment for all State data and any hardware and software (including but not limited to servers, network and data components) to be provided or used in connection with the performance of the Contract and shall apply or cause application of appropriate controls so as to maintain such a secure environment (“Security Best Practices”). Such Security Best Practices shall comply with an accepted industry standard, such as the NIST cybersecurity framework.

- B. To ensure appropriate data protection safeguards are in place, the Contractor shall implement and maintain the following controls at all times throughout the Term of the Contract (the Contractor may augment this list with additional controls):
- 1) Establish separate production, test, and training environments for systems supporting the services provided under this Contract and ensure that production data is not replicated in test and/or training environment(s) unless it has been previously anonymized or otherwise modified to protect the confidentiality of Sensitive Data elements. The Contractor shall ensure the appropriate separation of production and non-production environments by applying the data protection and control requirements listed in this section.
 - 2) Apply hardware and software hardening procedures as recommended by Center for Internet Security (CIS) guides <https://www.cisecurity.org/>, Security Technical Implementation Guides (STIG) <http://iase.disa.mil/Pages/index.aspx>, or similar industry best practices to reduce the Contractor/subcontractor's systems' surface of vulnerability, eliminating as many security risks as possible and documenting what is not feasible and/or not performed according to best practices. Any hardening practices not implemented shall be documented with a plan of action and milestones including any compensating control. These procedures may include but are not limited to removal of unnecessary software, disabling or removing unnecessary services, removal of unnecessary usernames or logins, and the deactivation of unneeded features in the Contractor/subcontractor's system configuration files.
 - 3) Ensure that State data is not comingled with non-State data through the proper application of compartmentalization security measures.
 - 4) Apply data encryption to protect Sensitive Data at all times, including in transit, at rest, and also when archived for backup purposes. Unless otherwise directed, the Contractor is responsible for the encryption of all Sensitive Data.
 - 5) For all State data the Contractor manages or controls, data encryption shall be applied to such data in transit over untrusted networks.
 - 6) Encryption algorithms which are utilized for encrypting data shall comply with current Federal Information Processing Standards (FIPS), "Security Requirements for Cryptographic Modules", FIPS PUB 140-2:
<http://csrc.nist.gov/publications/fips/fips140-2/fips1402.pdf>
<http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm>
 - 7) Enable appropriate logging parameters to monitor user access activities, authorized and failed access attempts, system exceptions, and critical information security events as recommended by the operating system and application manufacturers and information security standards, including Maryland Department of Information Technology's Information Security Policy.
 - 8) Retain the aforementioned logs and review them at least daily to identify suspicious or questionable activity for investigation and documentation as to their cause and remediation, if required. The Department of Human Services shall have the right to inspect these policies and procedures and the Contractor or subcontractor's performance to confirm the effectiveness of these measures for the services being provided under this Contract.

- 9) Ensure system and network environments are separated by properly configured and updated firewalls.
- 10) Restrict network connections between trusted and untrusted networks by physically and/or logically isolating systems from unsolicited and unauthenticated network traffic.
- 11) By default “deny all” and only allow access by exception.
- 12) Review at least annually the aforementioned network connections, documenting and confirming the business justification for the use of all service, protocols, and ports allowed, including the rationale or compensating controls implemented for those protocols considered insecure but necessary.
- 13) Perform regular vulnerability testing of operating system, application, and network devices. Such testing is expected to identify outdated software versions; missing software patches; device or software misconfigurations; and to validate compliance with or deviations from the security policies applicable to this Contract. Contractor shall evaluate all identified vulnerabilities for potential adverse effect on security and integrity and remediate the vulnerability no later than 30 days following the earlier of vulnerability’s identification or public disclosure, or document why remediation action is unnecessary or unsuitable. The Department of Human Services shall have the right to inspect the Contractor’s policies and procedures and the results of vulnerability testing to confirm the effectiveness of these measures for the services being provided under this Contract.
- 14) Enforce strong user authentication and password control measures to minimize the opportunity for unauthorized access through compromise of the user access controls. At a minimum, the implemented measures should be consistent with the most current Maryland Department of Information Technology’s Information Security Policy (<http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx>), including specific requirements for password length, complexity, history, and account lockout.
- 15) Ensure State data is not processed, transferred, or stored outside of the United States (“U.S.”). The Contractor shall provide its services to the State and the State’s end users solely from data centers in the U.S. Unless granted an exception in writing by the State, the Contractor shall not allow Contractor Personnel to store State data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The Contractor shall permit its Contractor Personnel to access State data remotely only as required to provide technical support.
- 16) Ensure Contractor’s Personnel shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the State, which may be revoked at any time for any reason. The Contractor/subcontractor shall complete any necessary paperwork as directed and coordinated with the Contract Monitor to obtain approval by the State to connect Contractor/subcontractor-owned equipment to a State LAN/WAN.

- 17) Ensure that anti-virus and anti-malware software is installed and maintained on all systems supporting the services provided under this Contract; that the anti-virus and anti-malware software is automatically updated; and that the software is configured to actively scan and detect threats to the system for remediation. The Contractor shall perform routine vulnerability scans and take corrective actions for any findings.
- 18) Conduct regular external vulnerability testing designed to examine the service provider's security profile from the Internet without benefit of access to internal systems and networks behind the external security perimeter. Evaluate all identified vulnerabilities on Internet-facing devices for potential adverse effect on the service's security and integrity and remediate the vulnerability promptly or document why remediation action is unnecessary or unsuitable. The Department of Human Services shall have the right to inspect these policies and procedures and the performance of vulnerability testing to confirm the effectiveness of these measures for the services being provided under this Contract.

3.3 Problem Escalation Procedure

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

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

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

- a. The process for establishing the existence of a problem;
- b. Names, titles, and contact information for progressively higher levels of personnel in the Contractor's organization who would become involved in resolving a problem;
- c. For each individual listed in the Contractor's PEP, the maximum amount of time a problem will remain unresolved with that individual before the problem escalates to the next contact person listed in the Contractor's PEP;
- d. Expedited escalation procedures and any circumstances that would trigger expedited them;
- e. The method of providing feedback on resolution progress, including the frequency of feedback to be provided to the State;
- f. Contact information for persons responsible for resolving issues after normal business hours (e.g., evenings, weekends, holidays, etc.) and on an emergency basis; and
- g. A process for updating and notifying the State Project Manager of any changes to the PEP.

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

3.4 Invoicing

3.4.1 General

- 3.4.1.1 Contractors will receive a **Revised Maintenance Payment Statement (Attachment Q)** generated by MD CHESSIE at the beginning of each month for prior month placements. The monthly statement will be calculated based on the approved IRC or MSDE per diem(s) and the actual number of days in the previous month that a child was in the Contractor's care. Contractors have five (5) business days to verify statements. The appropriate LDSS staff and Contractors must resolve any disputes. On the 13th of the month, MD CHESSIE, based on placement validation by the appropriate LDSS staff, will generate revised monthly statements if changes were made, and create a pay file for payment processing by the State Comptroller. Daily pay files will be generated for processing by the appropriate LDSS staff for placements validated after the 13th of the month.
- 3.4.1.2 Payments will be made on or about the 23rd of the month unless payment issues are still outstanding.
- 3.4.1.3 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 applicable, are prohibited.
- 3.4.1.4 The Contractor agrees to reimburse the Department for any overpayment or disallowance within thirty (30) days of receiving notice from the Department. If more than thirty (30) days is required by the Contractor to fully reimburse DHS, then the Contractor hereby agrees to establish and submit a repayment plan, for review and approval by the State Project Manager.

3.5 SOC 2 Type 2 Audit Report

A SOC 2 Type 2 Report is not a Contractor requirement for this Contract.

3.6 MBE Reports

MBE Reports are not contractor requirements for this RFP.

3.7 VSBE Reports

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

- a. **Attachment E-3**, the VSBE Participation Prime Contractor Paid/Unpaid VSBE Invoice Report by the 10th of the month following the reporting period to the State Project Manager and the VSBE Liaison Officer; and
- b. **Attachment E-4**, the VSBE Participation Subcontractor Paid/Unpaid VSBE Invoice Report by the 10th of the month following the reporting period to the State Project Manager and the VSBE Liaison Officer.

3.8 End of Contract Transition

The Contractor shall cooperate in the orderly transition of services from the Contract awarded under this solicitation to any subsequent contract for similar services. The transition period shall begin ninety (90) days before the Contract end date, or the end date of any final exercised option or contract extension. The Contractor shall work toward a prompt and timely transition, proceeding in accordance with the directions of the State Project Manager. The State Project Manager may provide the Contractor with additional instructions to meet specific transition requirements prior to the end of Contract.

3.9 Substitution of Personnel

3.9.1 **Continuous Performance of Key Personnel.** Unless substitution occurs per paragraphs 3.10.2-3.10.4 of this section, Key Personnel shall be the same personnel proposed in the Contractor's Technical Proposal, which will be incorporated into the Contract by reference. Such identified Key Personnel shall perform continuously for the duration of the Contract, or such lesser duration as specified in the Technical Proposal. Key Personnel may not be removed by the Contractor from working under this Contract, as described in the SON/RFP or the Contractor's Technical Proposal, without the prior written notice to the State Project Manager and acknowledgement from the State Project Manager.

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

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

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

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

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

3.9.3 **Key Personnel General Substitution Provisions.** The following provisions apply to all of the circumstances of staff substitution described in paragraph 3.9.4 of this section.

- a. The Contractor shall demonstrate to the State Project Manager's satisfaction that the proposed substitute Key Personnel have qualifications at least equal to those of the Key Personnel for whom the replacement is requested.

- b. The Contractor shall provide the State Project Manager with a substitution request that shall include:
 - A detailed explanation of the reason(s) for the substitution request;
 - The resume of the proposed substitute personnel, signed by the substituting individual and his/her formal supervisor;
 - The official resume of the current personnel for comparison purposes; and
 - Any evidence of any required credentials.
- c. The State Project Manager may request additional information or may interview the proposed substitution.
- d. The State Project Manager will acknowledge receipt of the request, in writing, and notify the Contractor of any concerns regarding the substitution.

3.9.4 Replacement Circumstances

3.9.4.1 **Voluntary Key Personnel Replacement.** To voluntarily replace any Key Personnel, the Contractor shall submit substitution request as described in paragraph 3.9.3 of this section to the State Project Manager at least fifteen (15) days prior to the intended date of change. Except in a circumstance described in paragraph 3.9.4.2 of this clause, a substitution may not occur unless and until the State Project Manager receives notice and acknowledges the substitution in writing.

3.9.4.2 **Key Personnel Replacement Due to Vacancy.** The Contractor shall replace Key Personnel whenever a vacancy occurs due to the sudden termination, resignation, leave of absence due to an Extraordinary Personal Circumstance, Incapacitating injury, illness or physical condition, or death of such personnel. (A termination or resignation with thirty (30) days or more advance notice shall be treated as a Voluntary Key Personnel Replacement as per Section 3.9.4.1 of this section.)

Under any of the circumstances set forth in this paragraph 3.9.4.2, the Contractor shall identify a suitable replacement and provide the same information or items required under paragraph 3.10.3 of this section within fifteen (15) days of the actual vacancy occurrence or from when the Contractor first knew or should have known that the vacancy would be occurring, whichever is earlier.

3.9.4.3 **Key Personnel Replacement Due to an Indeterminate Absence.** If any Key Personnel has been absent from his/her job for a period of ten (10) days due to injury, illness, or other physical condition, leave of absence under a family medical leave, or an Extraordinary Personal Circumstance and it is not known or reasonably anticipated that the individual will be returning to work within the next twenty (20) days to fully resume all job duties, before the 25th day of continuous absence, the Contractor shall identify a suitable replacement and provide the same information or items to the State Project Manager as required under paragraph 3.9.3 of this section.

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

3.9.5 Directed Personnel Replacement.

- 3.9.5.1 The State Project Manager may direct the Contractor to replace any personnel who are perceived as being unqualified, non-productive, unable to fully perform the job duties due to full or partial Incapacity or Extraordinary Personal Circumstance, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law, agency, or Contract requirements. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation, as described in paragraph 3.9.4.4.2. If after such remediation the State Project Manager determines that the personnel performance has not improved to the level necessary to continue under the Contract, if at all possible at least fifteen (15) days notification of a directed replacement will be provided. However, if the State Project Manager deems it necessary and in the State's best interests to remove the personnel with less than fifteen (15) days' notice, the State Project Manager can direct the removal in a timeframe of less than fifteen (15) days, including immediate removal. In circumstances of directed removal, the Contractor shall, in accordance with paragraph 3.10.3 of this section, provide a suitable replacement for approval within fifteen (15) days of the notification of the need for removal, or the actual removal, whichever occurs first.
- 3.9.5.2 If deemed appropriate in the discretion of the State Project Manager, the State Project Manager shall give written notice of any personnel performance issues to the Contractor, describing the problem and delineating the remediation requirement(s). The Contractor shall provide a written Remediation Plan within ten (10) days of the date of the notice and shall implement the Remediation Plan immediately upon written acceptance by the State Project Manager. If the State Project Manager rejects the Remediation Plan, the Contractor shall revise and resubmit the plan to the State Project Manager within five (5) days, or in the timeframe set forth by the State Project Manager in writing.

Should performance issues persist despite the approved Remediation Plan, the State Project 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 personnel whose performance is at issue with a qualified substitute, including requiring the immediate removal of the Key Personnel at issue.

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

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SECTION 4 – PROCUREMENT INSTRUCTIONS

4.1 Pre-Proposal Conference

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

All prospective Offerors are encouraged to attend in order to facilitate better preparation of their Proposals.

The Conference will be summarized. As promptly as is feasible after the Conference, a summary of the Conference and all questions and answers known at that time will be distributed to all prospective Offerors known to have received a copy of this SON/RFP. This summary, as well as the questions and answers, will also be posted on eMaryland Marketplace and the DHS website. See SON/RFP Section 4.2.

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

4.2 eMaryland Marketplace

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

eMM is an electronic commerce system administered by the Maryland Department of General Services. In addition to using the DHS website <http://DHR.maryland.gov/> and possibly other means for transmitting the SON/RFP and associated materials, solicitation and summary of the Pre-Proposal Conference, Offeror questions, and Procurement Officer's responses, addenda, and other solicitation-related information will be provided via eMM.

In order to receive a contract award, a vendor must be registered on eMM. Registration is free. Go to <https://emaryland.buyspeed.com/bsol/login.jsp>, click on "Register" to begin the process, and then follow the prompts.

4.3 Questions

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

Questions will also be accepted subsequent to the Conference and should be submitted to the Procurement Officer via email in a timely manner prior to the Proposal due date. Questions are requested to be submitted at least five (5) days prior to the Proposal due date. The Procurement Officer, based on the availability of time to research and communicate an answer, shall decide whether an answer can be given before the Proposal due date. Time permitting, answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, will be distributed to all vendors that are known to have received a copy of the SON/RFP in sufficient time for the answer to be taken into consideration in the Proposal.

4.4 Procurement Method

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

4.5 Proposal Due (Closing) Date and Time

Proposals, in the number and form set forth in SON/RFP Section 5.2 “Proposals”, must be received by the Procurement Officer at the Procurement Officer’s address no later than the Proposal Due date and time indicated on the SON/RFP Key Information Summary Sheet in order to be considered.

Requests for extension of this time or date will not be granted. Offerors mailing Proposals should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.03.02.F and 21.05.02.10, Proposals received after the due date and time listed in the SON/RFP Key Information Summary Sheet will not be considered.

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

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

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

4.6 Multiple or Alternate Proposals

Multiple and/or alternate Proposals will not be accepted.

4.7 Economy of Preparation

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

4.8 Public Information Act Notice

An Offeror should give specific attention to the clear identification of those portions of its Proposal that it considers confidential and/or proprietary commercial information or trade secrets, and provide

justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Md. Code Ann., General Provisions Article, Title 4. (Also, see SON/RFP Section 5.4.2.2 “Claim of Confidentiality”). This confidential and/or proprietary information should be identified by page and section number and placed after the Title Page and before the Table of Contents in the Technical Proposal and if applicable, separately in the Financial Proposal.

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

4.9 Award Basis

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

The Department intends to enter into performance-based Contracts with multiple RCC Providers in all geographical regions of the State (see Section 2.2) so that the children in out of home placements may thrive and be nurtured in safe, community-based settings. Offerors may receive an award for more than one (1) geographical location. The Department intends to allocate beds to the overall highest ranked Offeror first and then the second highest ranked Offeror with the process continuing until all required beds for that program have been awarded. In making the awards, the Department will consider the number of beds needed at the time of award and the number of beds the Offeror requests.

All services provided to children by the Provider shall be included in the Provider’s IRC/MSDE budget/rate. The Department will only pay the rate established by the IRC/MSDE when a child is placed with a Provider.

4.10 Oral Presentation

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

4.11 Duration of Proposal

Proposals submitted in response to this SON/ RFP are irrevocable for 160 days following the closing date for submission of Proposals or best and final offers (see Section 6.5.2.5) if requested. This period may be extended at the Procurement Officer’s request only with the Offeror’s written agreement.

4.12 Revisions to the SON/ RFP

If it becomes necessary to revise this SON/RFP before the due date for Proposals, the Department shall endeavor to provide addenda to all prospective Offerors that were sent this SON/ RFP or are otherwise known by the Procurement Officer to have obtained this SON/ RFP. In addition, addenda to the SON/ /RFP will be posted on the Department’s procurement web page and through eMM. It remains the

responsibility of all prospective Offerors to check all applicable websites for any addenda issued prior to the submission of Proposals. Addenda made after the due date for Proposals will be sent only to those Offerors that submitted timely Proposals and that remain under award consideration as of the issuance date of the addenda.

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

4.13 Cancellations

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

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

4.14 Incurred Expenses

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

4.15 Protest/Disputes

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

4.16 Offeror Responsibilities

The selected Offeror shall be responsible for all products and services required by this SON/RFP. All subcontractors must be identified and a complete description of their role relative to the Proposal must be included in the Offeror's Proposal. If applicable, subcontractors utilized in meeting the established MBE or VSBE participation goal(s) for this solicitation shall be identified as provided in the appropriate Attachment(s) to this SON/RFP (see Section 4.26 "Minority Business Enterprise Goals" and Section 4.27 "Veteran-Owned Small Business Enterprise Goal").

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

submit with its Proposal an explicit statement, signed by an authorized representative of the parent organization, stating that the parent organization will guarantee the performance of the subsidiary.

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

4.17 Mandatory Contractual Terms

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

4.18 Proposal Affidavit

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

4.19 Contract Affidavit

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

4.20 Compliance with Laws/Arrearages

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

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

4.21 Verification of Registration and Tax Payment

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

<https://www.egov.maryland.gov/businessexpress>

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

4.22 False Statements

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

- (a) In connection with a procurement contract a person may not willfully:
 - (1) falsify, conceal, or suppress a material fact by any scheme or device;
 - (2) make a false or fraudulent statement or representation of a material fact; or
 - (3) use a false writing or document that contains a false or fraudulent statement or entry of a material fact.
- (b) A person may not aid or conspire with another person to commit an act under subsection (a) of this section.
- (c) A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding 5 years or both.

4.23 Payments by Electronic Funds Transfer

By submitting a response to this solicitation, the Offeror agrees to accept payments by electronic funds transfer (EFT) unless the State Comptroller's Office grants an exemption. Payment by EFT is mandatory for contracts exceeding \$200,000. The selected Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form. Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form, must include the business identification information as stated on the form, and must include the reason for the exemption. The COT/GAD X-10 form may be downloaded from the Comptroller's website at:

http://comptroller.marylandtaxes.com/Government_Services/State_Accounting_Information/Static_Files/APM/X-1020130407.pdf.

4.24 Prompt Payment Policy

This procurement and the Contract(s) to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor's Office of Minority Affairs (GOMA) and dated August 1, 2008. Promulgated pursuant to Md. Code Ann., State Finance and Procurement Article, §§ 11-201, 13-205(a), and Title 14, Subtitle 3, and COMAR 21.01.01.03 and 21.11.03.01, the Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The Contractor shall comply with the prompt payment requirements outlined

in the Contract “Prompt Payment” clause (see **Attachment M**). Additional information is available on GOMA’s website at: <http://goma.maryland.gov/Documents/Legislation/PromptPaymentFAQs.pdf>

4.25 Electronic Procurements Authorized

- 4.25.1 Under COMAR 21.03.05, unless otherwise prohibited by law, the Department may conduct procurement transactions by electronic means, including the solicitation, proposing, award, execution, and administration of a contract, as provided in Md. Code Ann., Maryland Uniform Electronic Transactions Act, Commercial Law Article, Title 21.
- 4.25.2 Participation in the solicitation process on a procurement contract for which electronic means has been authorized shall constitute consent by the Offeror to conduct by electronic means all elements of the procurement of that Contract which are specifically authorized under the solicitation or Contract.
- 4.25.3 “Electronic means” refers to exchanges or communications using electronic, digital, magnetic, wireless, optical, electromagnetic, or other means of electronically conducting transactions. Electronic means includes facsimile, e-mail, internet-based communications, electronic funds transfer, specific electronic bidding platforms (e.g., <https://emaryland.buyspeed.com/bso/>), and electronic data interchange.
- 4.25.4 In addition to specific electronic transactions specifically authorized in other sections of this solicitation (e.g., SON/RFP § 4.23 “Payments by Electronic Funds Transfer”) and subject to the exclusions noted in section 4.25.5 of this subsection, the following transactions are authorized to be conducted by electronic means on the terms described:
- 4.25.4.1 The Procurement Officer may conduct the procurement using eMM, e-mail, or facsimile to issue:
- (a) The solicitation (e.g., the SON/RFP);
 - (b) Any amendments;
 - (c) Pre-Proposal conference documents;
 - (d) Questions and responses;
 - (e) Communications regarding the solicitation or Proposal to any Offeror or potential Offeror;
 - (f) Notices of award selection or non-selection; and
 - (g) The Procurement Officer’s decision on any Proposal protest or Contract claim.
- 4.25.4.2 An Offeror or potential Offeror may use e-mail or facsimile to:
- (a) Ask questions regarding the solicitation;
 - (b) Reply to any material received from the Procurement Officer by electronic means that includes a Procurement Officer’s request or direction to reply by e-mail or facsimile, but only on the terms specifically approved and directed by the Procurement Officer; and
 - (c) Submit a "No Proposal Response" to the solicitation.
- 4.25.4.3 The Procurement Officer, the State Project Manager, and the Contractor may conduct day-to-day Contract administration, except as outlined in Section E of this subsection utilizing e-mail, facsimile, or other electronic means if authorized by the Procurement Officer or State Project Manager.

- 4.25.5 The following transactions related to this procurement and any Contract awarded pursuant to it are *not authorized* to be conducted by electronic means:
- (a) Submission of initial Proposals;
 - (b) Filing of Proposal Protests;
 - (c) Filing of Contract Claims;
 - (d) Submission of documents determined by the Department to require original signatures (e.g., Contract execution, Contract modifications, etc.); or
 - (e) Any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the Contractor or Offeror be provided in writing or hard copy.
- 4.25.6 Any facsimile or e-mail transmission is only authorized to the facsimile numbers or e-mail addresses for the identified person as provided in the solicitation, Contract, or direction from the Procurement Officer or State Project Manager.

4.26 Minority Business Enterprise Goals

There is no MBE subcontractor participation goal for this procurement.

4.27 Veteran-Owned Small Business Enterprise Goal

4.27.1 **Notice to Offerors.** Questions or concerns regarding the Veteran-Owned Small Business Enterprise (VSBE) participation goal of this solicitation must be raised before the due date for submission of Proposals.

4.27.2 **Purpose.** The Contractor shall structure its procedures for the performance of the work required in this Contract to attempt to achieve the VSBE participation goal stated in this solicitation. VSBE performance must be in accordance with this section and **Attachment E**, as authorized by COMAR 21.11.13. The Contractor agrees to exercise all good faith efforts to carry out the requirements set forth in this section and **Attachment E**.

Veteran-Owned Small Business Enterprises must be verified by the Office of Small and Disadvantaged Business Utilization (OSDBU) of the United States Department of Veterans Affairs. The listing of verified VSBEs may be found at <http://www.va.gov/osdbu>.

4.27.3 **VSBE Goal.** A VSBE participation goal of **1%** of the total Contract dollar amount has been established for this procurement. By submitting a response to this solicitation, the Offeror agrees that this percentage of the total dollar amount of the Contract will be performed by verified veteran-owned small business enterprises.

4.27.4 Solicitation and Contract Formation.

4.27.4.1 In accordance with COMAR 21.11.13.05 C (1), this solicitation requires Offerors to:

- (a) Identify specific work categories within the scope of the procurement appropriate for subcontracting;
- (b) Solicit VSBEs before proposals are due, describing the identified work categories and providing instructions on how to bid on the subcontracts;
- (c) Attempt to make personal contact with the VSBEs solicited and to document these attempts;

- (d) Assist VSBEs to fulfill, or to seek waiver of, bonding requirements; and
- (e) Attempt to attend pre-proposal or other meetings the procurement agency schedules to publicize contracting opportunities to VSBEs.

4.27.4.2 An Offeror must include with its Proposal a completed VSBE Utilization Affidavit and Prime/Subcontractor Participation Schedule (**Attachment E-1**) whereby the Offeror:

- (a) Acknowledges it: 1) intends to meet the VSBE participation goal; or 2) requests a full or partial waiver of the VSBE participation goal. If the Offeror commits to the full VSBE goal or requests a partial waiver, it shall commit to making a good faith effort to achieve the stated goal; and
- (b) Responds to the expected degree of VSBE participation as stated in the solicitation, by identifying the specific commitment of VSBEs at the time of Proposal submission. The Offeror shall specify the percentage of contract value associated with each VSBE prime/subcontractor identified on the VSBE Participation Schedule.

As set forth in COMAR 21.11.13.05.B(2), when a verified VSBE firm participates on a Contract as a Prime Contractor, a procurement agency may count the distinct, clearly defined portion of the work of the contract that the VSBE Prime Contractor performs with its own work force towards meeting up to one hundred percent (100%) of the VSBE goal.

In order to receive credit for self-performance, a VSBE Prime must list its firm in the VSBE Prime/Subcontractor Participation Schedule (**Attachment E-1**) and include information regarding the work it will self-perform. For any remaining portion of the VSBE goal that is not to be performed by the VSBE Prime, the VSBE Prime must also identify verified VSBE subcontractors used to meet the remainder of the goal.

Within ten (10) Business Days from notification that it is the apparent awardee, the awardee must provide the following documentation to the Procurement Officer.

- (1) VSBE Project Participation Statement (**Attachment E-2**);
- (2) If the apparent awardee believes a full or partial waiver of the overall VSBE goal is necessary, it must submit a fully-documented waiver request that complies with COMAR 21.11.13.07; and
- (3) Any other documentation required by the Procurement Officer to ascertain Offeror responsibility in connection with the VSBE participation goal.

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

4.27.5 **Contract Administration Requirements.** The Contractor, once awarded the Contract shall:

- (a) Submit monthly to the Department a report listing any unpaid invoices, over 45 days old, received from any VSBE subcontractor, the amount of each invoice, and the reason payment has not been made. (**Attachment E-3**).
- (b) Include in its agreements with its VSBE subcontractors a requirement that those subcontractors submit monthly to the Department a report that identifies the prime contract and lists all payments received from Contractor in the preceding 30 days, as well as any outstanding invoices, and the amount of those invoices. (**Attachment E-4**).
- (c) Maintain such records as are necessary to confirm compliance with its VSBE participation obligations. These records must indicate the identity of VSBE and non-VSBE subcontractors employed on the contract, the type of work performed by each, and actual dollar value of work

performed. The subcontract agreement documenting the work performed by all VSBE participants must be retained by the Contractor and furnished to the Procurement Officer on request;

- (d) Consent to provide such documentation as reasonably requested and right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the VSBE participation obligations. The Contractor must retain all records concerning VSBE participation and make them available for State inspection for three years after final completion of the Contract.

At the option of the procurement agency, upon completion of the Contract and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from VSBE subcontractors.

4.28 Living Wage Requirements

- 4.28.1 Maryland law requires that Contractors meeting certain conditions pay a living wage to covered employees on State service contracts over \$100,000. Maryland Code, State Finance and Procurement, § 18-101 *et al.* The Commissioner of Labor and Industry at the Department of Labor, Licensing and Regulation requires that a Contractor subject to the Living Wage law submit payroll records for covered employees and a signed statement indicating that it paid a living wage to covered employees; or receive a waiver from Living Wage reporting requirements. See COMAR 21.11.10.05.
- 4.28.2 If subject to the Living Wage law, Contractor agrees that it will abide by all Living Wage law requirements, including but not limited to reporting requirements in COMAR 21.11.10.05. Contractor understands that failure of Contractor to provide such documents is a material breach of the terms and conditions and may result in Contract termination, disqualification by the State from participating in State contracts, and other sanctions. See the "Living Wage" clause in the Contract (**Attachment M**).
- 4.28.3 Additional information regarding the State's living wage requirement is contained in **Attachment F**. Offerors must complete and submit the Maryland Living Wage Requirements Affidavit of Agreement (**Attachment F-1**) with their Proposals. If an Offeror fails to complete and submit the required documentation, the State may determine the Offeror to be not responsible under State law.
- 4.28.4 Contractors and subcontractors subject to the Living Wage Law shall pay each covered employee at least the minimum amount set by law for the applicable Tier area. The specific living wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event that the employees who perform the services are not located in the State, the head of the unit responsible for a State Contract pursuant to §18-102(d) of the State Finance and Procurement Article shall assign the tier based upon where the recipients of the services are located.
- 4.28.5 The Contract resulting from this solicitation will be determined to be a Tier 1 Contract or a Tier 2 Contract depending on the location(s) from which the Contractor provides 50% or more of the services. The Offeror must identify in its Proposal the location(s) from which services will be provided, including the location(s) from which 50% or more of the Contract services will be provided.

- (a) If the Contractor provides 50% or more of the services from a location(s) in a Tier 1 jurisdiction(s) the Contract will be a Tier 1 Contract.
- (b) If the Contractor provides 50% or more of the services from a location(s) in a Tier 2 jurisdiction(s), the Contract will be a Tier 2 Contract.
- (c) If the Contractor provides more than 50% of the services from an out-of-State location, the State agency determines the wage tier based on where the majority of the service recipients are located. In this circumstance, this Contract will be determined to be a Tier “1” Contract.

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

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

4.29 Federal Funding Acknowledgement

- 4.29.1 There are programmatic conditions that apply to this Contract due to federal funding. (See **Attachment G**).
- 4.29.2 The total amount of federal funds allocated for the Social Services Administration/In-Home Services is \$62,873,688 in Maryland State fiscal year 2017. This represents 30 % of all funds budgeted for the unit in that fiscal year. This does not necessarily represent the amount of funding available for any particular grant, contract, or solicitation.
- 4.29.3 This Contract contains federal funds. The source of these federal funds is: Title IV-E. The CFDA number is: 93.658. The conditions that apply to all federal funds awarded by the Department are contained in Federal Funds **Attachment G**. Any additional conditions that apply to this particular federally-funded contract are contained as supplements to Federal Funds **Attachment G** and Offerors are to complete and submit these Attachments with their Proposals as instructed in the Attachments. Acceptance of this agreement indicates the Offeror’s intent to comply with all conditions, which are part of this Contract.

4.30 Conflict of Interest Affidavit and Disclosure

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

4.31 Non-Disclosure Agreement

All Offerors are advised that this solicitation and any resultant Contract(s) are subject to the terms of the Non-Disclosure Agreement (NDA) contained in this solicitation as **Attachment I**. This Agreement must be provided within five (5) Business Days of notification of proposed Contract

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

4.32 HIPAA - Business Associate Agreement

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

4.33 Non-visual Access

This solicitation does not contain Information Technology (IT) provisions requiring Non-visual Access.

4.34 Mercury and Products That Contain Mercury

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

4.35 Location of the Performance of Services Disclosure

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

4.36 Department of Human Services (DHS) Hiring Agreement

All Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Offeror will be required to complete a DHS Hiring Agreement. A copy of this Affidavit is included as **Attachment O**. This Affidavit must be provided within five (5) Business Days of notification of proposed Contract award.

4.37 Small Business Reserve (SBR) Procurement

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

SECTION 5 – PROPOSAL FORMAT

5.1 Two Part Submission

Offerors shall submit Proposals in separate volumes:

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

5.2 Proposals

5.2.1 Volume I – Technical Proposal, and Volume II – Financial Proposal shall be sealed separately from one another. It is preferred, but not required, that the name, email address, and telephone number of a contact person for the Offeror be included on the outside of the packaging for each volume. Each Volume shall contain an unbound original, so identified, and five (5) copies. Unless the resulting package will be too unwieldy, the Department’s preference is for the two (2) sealed Volumes to be submitted together in a single package including a label bearing:

- SON/RFP number: SSA/SONGH-18-001-S
- SON/RFP title: DETP and HI RCC Programs
- Name and address of the Offeror
- RCC PROGRAM CATEGORY:
- GEOGRAPHICAL REGIONS(S) (COUNTY):
- Indicate either NEW PROVIDER or LICENSED PROVIDER
- SEALED PROPOSAL – **DEPARTMENT OF HUMAN SERVICES**
- CLOSING DATE AND TIME FOR RECEIPT OF PROPOSALS:
- PROCUREMENT OFFICER: **JAMES REDDITT**
- ROOM #: **946-A**
- TECHNICAL PROPOSAL
- FINANCIAL PROPOSALS:
 - FINANCIAL PROPOSALS for Existing DHS RCC Contractors must be labeled **FINANCIAL PROPOSAL- RATE LETTER**
 - FINANCIAL PROPOSALS for New Offerors or Existing DHS RCC Contractors proposing to serve a “new Program” should be labeled **FINANCIAL PROPOSAL FOR THE IRC**
 - FINANCIAL PROPOSALS for New Offerors or Existing DHS RCC Contractors proposing to serve a Program with a Type II School should be labeled **FINANCIAL PROPOSAL FOR MSDE Division of Special Education - Early Intervention Services Nonpublic Section**

Proposals shall be delivered to the Procurement Officer (see SON/RFP Key Information Summary Sheet) prior to the date and time for receipt of Proposals (see SON/RFP Section 4.4 “Proposals Due (Closing) Date and Time”).

5.2.2 An electronic version (on Compact Disk/CD or Digital Versatile Disc/DVD), of Volume 1 - Technical Proposal in Microsoft Word format must be enclosed with the original Volume I - Technical Proposal submission. An electronic version (on CD or DVD) of Volume II - Financial Proposal in Microsoft Word or Microsoft Excel format must be enclosed with the original Volume II - Financial Proposal submission. Each CD/DVD must be labeled on the outside with

the SON/RFP title and number, name of the Offeror, and volume number. Each CD/DVD must be packaged with the original copy of the appropriate Proposal (Technical or Financial). In the event of any discrepancy between the hard copy and electronic versions of an Offeror's Proposal, the State shall determine the controlling version in accordance with the State's interests.

- 5.2.3 A second electronic version of Volume I and Volume II in searchable Adobe .pdf format shall be submitted on CD or DVD, for Public Information Act (PIA) requests. This copy shall be redacted so that confidential and/or proprietary information has been removed (see SON/RFP Section 4.8 "Public Information Act Notice").
- 5.2.4 Beginning with Tab B (see SON/RFP Section 5.4.2.3), all pages of both Proposal volumes shall be consecutively-numbered from beginning (Page 1) to end (Page "x"). The Title Page, Table of Contents, and any Claim of Confidentiality (Tabs A and A-1; see SON/RFP Sections 5.4.2.1 and 5.4.2.2), should be numbered using roman numerals (ex. i, ii, iii, iv, v, etc.).
- 5.2.5 Proposals and any modifications to Proposals will be shown only to State employees, members of the Evaluation Committee, and other persons deemed by the Department to have a legitimate interest in them.

- **For Offerors Proposing to Serve a Single Program Category in a Single Geographical Region** Offerors proposing to serve a single RCC program category in a single geographical region shall submit one (1) Proposal for that RCC program category and region. Offerors must identify the specific geographical region, site location, number of beds and gender/age of the children to be served using the **RCC Program Service Form (Attachment P)**. **A separate RCC Program Service Form must be submitted for each site location, if applicable.**
- **For Offerors Proposing to Serve a Single Program Category in Multiple Geographical Regions** Offerors proposing to serve a single RCC program category, located in more than 1 geographical region, shall submit one (1) Proposal for that RCC program category that identifies each specific geographical region, each site location in the region, number of beds for each site location and gender/age of the children served at each site location using the **RCC Program Service Form (Attachment P)**. **A separate RCC Program Service Form must be submitted for each region and site location, if applicable.**
- **For Offerors Proposing to Serve Multiple Program Categories in a Single Geographical Region** Offerors proposing to serve multiple RCC program categories in a single geographical region shall submit a separate Proposal for each RCC program category the Offeror intends to serve. Offerors must identify the specific geographical region, site location, number of beds and gender/age of the children to be served using the **RCC Program Service Form (Attachment P)**. **A separate RCC Program Service Form must be submitted for each RCC program category, region and site location.**
- **For Offerors Proposing to Serve Multiple Program Categories in Multiple Geographical Regions** Offerors proposing to serve multiple RCC program categories, located in more than 1 geographical region, shall submit a separate Proposal for each RCC program category the Offeror intends serving. Offerors must identify the specific geographical region, each site location in the region, number of beds for each site location and gender/age of the children served at each site location using the **RCC Program Service Form**

(Attachment P). A separate RCC Program Service Form must be submitted for each RCC program category, region and site location.

See Section 2.2 for the Geographic Regions and the specific counties within those Regions.

5.3 Delivery

Offerors may either mail or hand-deliver Proposals.

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

5.4 Volume I – Technical Proposal

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

- 5.4.1 **Format of Technical Proposal.** Inside a sealed package described in Section 5.2 “Proposals,” the unbound original, five (5) copies, and the electronic version shall be provided. The SON/RFP sections are numbered for ease of reference. Section 5.4.2 sets forth the order of information to be provided in the Technical Proposal, e.g., Section 5.4.2.1 “Title and Table of Contents,” Section 5.4.2.2 “Claim of Confidentiality,” Section 5.4.2.3 “Transmittal Letter,” Section 5.4.2.4 “Executive Summary,” etc. In addition to the instructions below, responses in the Offeror’s Technical Proposal should reference the organization and numbering of Sections in the SON/RFP (ex. “Section 2.2.1 Response . . . ; “Section 2.2.2 Response . . .,” etc.). This Proposal organization will allow State officials and the Evaluation Committee (see SON/RFP Section 6.1) to “map” Offeror responses directly to SON/RFP requirements by Section number and will aid in the evaluation process.
- 5.4.2 **The Technical Proposal** shall include the following documents and information in the order specified as follows. Each section of the Technical Proposal shall be separated by a TAB as detailed below:
 - 5.4.2.1 **Title Page and Table of Contents (Submit under TAB A).** The Technical Proposal should begin with a Title Page bearing the name and address of the Offeror and the name

and number of this SON/RFP. A Table of Contents shall follow the Title Page for the Technical Proposal, organized by section, subsection, and page number.

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

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

- a. Name and address of the Offeror;
- b. Name, title, e-mail address, and telephone number of primary contact for the Offeror;
- c. Solicitation Title and Solicitation Number that the Proposal is in response to;
- d. Signature, typed name, and title of an individual authorized to commit the Offeror to its Proposal;
- e. Federal Employer Identification Number (FEIN) of the Offeror, or if a single individual, that individual's Social Security Number (SSN);
- f. Offeror's eMM number;
- g. Offeror's MBE certification number (if applicable);
- h. Acceptance of all State SON/RFP and Contract terms and conditions (see Section 4.17); if any exceptions are taken, they are to be noted in the Executive Summary (see Section 5.4.2.4); and
- i. Acknowledgement of all addenda to this SON/RFP.

5.4.2.4 **Executive Summary (Submit under TAB C).** The Offeror shall condense and highlight the contents of the Technical Proposal in a separate section titled "Executive Summary." The Summary shall identify the Service Category(ies) and Region(s) for which the Offeror is proposing to provide services (if applicable). In addition, the Summary shall indicate whether the Offeror is the subsidiary of another entity, and if so, whether all information submitted by the Offeror pertains exclusively to the Offeror. If not, the subsidiary Offeror shall include a guarantee of performance from its parent organization as part of its Executive Summary.

The Summary shall also identify any exceptions the Offeror has taken to the requirements of this SON/RFP, the Contract (**Attachment M**), or any other attachments. Exceptions to terms and conditions may result in having the Proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award.

If the Offeror has taken no exceptions to the requirements of this SON/RFP, the Contract (**Attachment M**), or any other attachments, the Executive Summary shall so state.

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

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

5.4.3.1 The Offeror shall address each Scope of Work requirement (SON/RFP Section 2) in its Technical Proposal and describe how its proposed services, including the services of any proposed subcontractor(s), will meet or exceed the requirement(s). If the State is seeking Offeror agreement to any requirement(s), the Offeror shall state its agreement or disagreement. Any paragraph in the Technical Proposal that responds to a Scope of Work requirement shall include an explanation of how the work will be done. Any exception to a requirement, term, or condition may result in having the Proposal classified as not reasonably susceptible of being selected for award or the Offeror deemed not responsible.

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

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

5.4.3.4 The Offerors Work Plan shall describe in detail how the Offeror intends to fulfill all of the Scope of Work Requirements, Section 2.4 as follows:

(a) General Requirements, Sections 2.4.1 – 2.4.18

1. Licensing

Offerors shall include in the Proposal a copy of the Offeror’s current, valid DHS/OLM or MDH Maryland License for each proposed RCC program category.

Note: Offerors licensed by MDH shall provide documentation from MDH substantiating valid licensure.

2. Hours/Days of Operation

3. Program Operations consistent with COMAR 14.31.05 through 07.

4. Program Compliance with State and Federal Laws, Regulations, DHS Policies, Standards and Guidelines.

5. Policy and Procedures Manual

Offerors shall include in the Proposal an up to date Policies and Procedures Manual(s) that, at a minimum, describes in detail the philosophy and approach to care, Program management, admissions, service delivery, behavior management, facility management and safety measures, staffing guidelines and training requirements, and residents' rules of conduct to include rights and responsibilities and grievance procedures.

Note: Any policies used to demonstrate the Offeror's compliance with the General Requirements must reference the policy name/policy number and page number where the policy can be located in the Offeror's Policy and Procedures Manual.

6. Organizational Structure

a. Offerors shall include in the Proposal a list of its Board of Directors to include the name and related experience in governance, financial management, fundraising, child welfare expertise, and any other experience pertinent to administration of a RCC Program.

b. Sufficient interdisciplinary credentialed staff:

- Offerors shall include in the Proposal an organization chart, which includes the organizational relationships of its staff; the identity of the staff members with the responsibility for administrative oversight and supervision for each activity required under this RFP, including the staff responsible for training, programmatic and clinical responsibility, and all other staff, including main office and the facility staff.
- Offerors shall include in the Proposal a copy of the LOI Score Sheet and Staffing Pattern Grid submitted to the IRC or MSDE for budget approval for the specific RCC program category being proposed.
- Offerors shall include in the Proposal job descriptions and individual resumes for staff designated by the Offeror in the Proposal as being its Key Personnel who are to be assigned to this project if the Offeror is awarded the Contract. **The Offeror's Key Personnel shall include, at a minimum, the Contractor's Project Manager, Certified Trauma Professional, and Certified Program Administrator.**

(Note: Any professional licenses, certificates, etc. required of the Offerors' Key Personnel shall be included here)

c. Staff Training and Development

Offerors shall include in the Proposal a Training Plan that meets the requirements of COMAR 14.31.06.05 F.

d. Cultural and Linguistic Competence

7. Quality Assurance

Offerors shall include in the Proposal an overview of its quality assurance and/or continuous quality improvement system to include how the Offeror will fulfill the RCC Performance Standards

8. Intake/Admissions

9. Movement Of A Child to Another Site

10. Family Centered Practice

11. Visitation and Transportation

12. Case Planning

13. CANS Assessment

14. Staff Security

15. Mandatory Incident Reporting

16. Normal Daily Routines

Offerors shall include in the Proposal a sample routine and schedule describing the daily, weekly, monthly, and annual activities and routines of the Offeror.

17. Community Integration

18. Education

19. Bill of Rights for Maryland's Children & Youth in Children's Residential Facilities

Offerors shall include in the Proposal a copy of the handbook that is provided to children and their parents or legal guardians, as required by the Bill of Rights for Maryland's Children and Youth in Children's Residential Facilities that identifies policies of the Offeror and the RCC Program.

20. Ready By 21

21. Discharge

22. Record Keeping

23. State Project Manager

(b) Specific Requirements for each RCC Program Category, Section 2.4.20

24. The Offeror's Work Plan shall describe in detail how the Offeror intends to fulfill each of the Specific Requirements for the RCC Program it proposes to

serve. Offerors shall include in the Proposal a copy of the Offeror's LOI from the IRC or MSDE budget package.

Note: Any policies used to demonstrate the Offeror's compliance with the Specific Requirements must reference the policy name/policy number and page number where the policy can be located in the Offeror's Policy and Procedures Manual.

For Offerors providing DETP Programs

- Completion of all aspects of service provision including Diagnostic Assessments.
- Use of the minimum LOI standard.
- Assurance that each school-aged child will attend an educational or vocational program in accordance with all applicable federal, State and local laws.
- Information related to the location of the facility and program dynamics.
- Documentation to support the requirement of having the ability to serve male and/or female as well as transgendered youth ages 14-20 years of age included in the program description.
- A program description outlining the services provided to youth and modality of those services; how youth will be supervised within the program; staffing ratio; and credentialing of staff providing supervision.

For Offerors providing HIGH Programs for ECDD (includes TGH)

- Contractors who are licensed by MDH as TGH shall comply with COMAR 10.21.07.
- Use of the minimum LOI standard.
- Availability and access to counseling services and therapeutic modalities
- Documentation to support the requirement of having the ability to serve male and/or female as well as transgendered youth ages 14-20 years of age included in the program description.
- A program description outlining the services provided to youth and modality of those services. The Program shall have a mental health professional on-site. The Program description must include information to support that all children shall receive individual and group therapy. Family therapy and medication management shall be available to every child as needed.
- A program description outlining how youth will be supervised within the program; staffing ratio and credentialing of staff providing supervision. Contractors shall ensure that the program has 24- hour overnight staff that must maintain being awake.

NEW: For Offerors providing HIGH Programs for Sex Trafficking (includes TGH)

- Contractors who are licensed by MDH as TGH shall comply with COMAR 10.21.07.
- Use of the minimum LOI standard.
- Availability and access to counseling services and therapeutic modalities.

- Documentation to support the requirement of having the ability to serve male and/or female as well as transgendered youth ages 14-20 years of age included in the program description.
- A program description outlining the services provided to youth and modality of those services. The Program shall have a mental health professional on-site. The Program description must include information to support that all children shall receive individual and group therapy. Family therapy and medication management shall be available to every child as needed.
- A program description outlining how youth will be supervised within the program; staffing ratio and credentialing of staff providing supervision. Contractors shall ensure that the program has 24- hour overnight staff that must maintain being awake

(c) RCC Performance Requirements, Section 2.4.21

25. The Offeror shall describe in detail its understanding of the RCC performance measures as well as how the Offeror intends to achieve and maintain the RCC performance standards as follows:

- RCC Performance Requirements (Section 2.4.23)
- Updating the Minimum Standard, Conditions for Exercise of Option, and Corrective Action Plan (Section 2.4.25)
- Performance Report Used for Contract Award (Sections 2.4.25-2.4.26)

For Existing DHS RCC Contractors

The Offeror must include the DHS Performance Report in this Section.

For All Other Offerors

The Offeror must include the following documentation in this Section.

- Employee Roster, with CPS and CB check request documents
- Written & Signed Documentation from Licensing Agency regarding Sanctions
- Written & Signed Documentation from Licensing Agency regarding Annual Financial Audits

26. Reports, Section 2.4.29

The Offeror shall describe in detail their plan to ensure that Reports are completed and submitted timely.

27. Contractor's Project Manager, Section 2.4.27

The Offeror shall include in the Proposal the name; address, telephone and fax numbers, and e-mail address for their Project Manager and/or Certified Program Administrator.

28. Post Award Orientation Conference, Section 2.4.28

The Offeror shall include in the Proposal a statement that the Offeror and the Offeror's Project Manager and any other Offeror staff deemed appropriate shall attend and participate in the Post Award Orientation Conference, if the Offeror is awarded a contract from this SON/RFP.

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

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

5.4.3.7 Additional Information

This section, which is optional, should include any additional information the Offeror deems relevant to this procurement as well as any information that meets the satisfaction of the State's objectives.

5.4.3.8 Company Literature

This section, which is optional, should include any additional information the Offeror deems relevant to this procurement as well as any information that meets the satisfaction of the State's objectives. If company literature or other material is intended to respond to any RFP requirements, it must be included in this section and the Offeror's responses in previous sections of the Proposal must include reference to the documents by name and page citation. Proposals submitted without these references and citations will be considered complete without need to refer to documents in this section for the Offeror's responses to RFP requirements.

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

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

The Offeror shall describe in detail how the proposed staff's experience and qualifications relate to their specific responsibilities, including any staff of

proposed subcontractor(s), as detailed in the Work Plan. The Offeror shall include individual resumes for the Key Personnel, including Key Personnel for any proposed subcontractor(s), who are to be assigned to the project if the Offeror is awarded the Contract. Each resume should include the amount of experience the individual has had relative to the Scope of Work set forth in this solicitation. Letters of intended commitment to work on the project, including letters from any proposed subcontractor(s), shall be included in this section.

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

Offerors shall provide the Certified Program Administrator's resume and three (3) references from the past five years that can attest to the Administrator's required years of experience (see **References RFP Section 5.4.3.11**).

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

- a. The number of years the Offeror has provided the similar services;
- b. The number of clients/customers and geographic locations that the Offeror currently serves;
- c. The names and titles of headquarters or regional management personnel who may be involved with supervising the services to be performed under this Contract;
- d. The Offeror's process for resolving billing errors; and
- e. An organizational chart that identifies the complete structure of the Offeror, including any parent company, headquarters, regional offices, and subsidiaries of the Offeror.

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

- a. Name of client organization;
- b. Name, title, telephone number, and e-mail address, if available, of point of contact for client organization; and
- c. Value, type, duration, and description of services provided.

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

5.4.3.12 List of Current or Prior State Contracts (Submit under TAB I). Provide a list of all contracts with any entity of the State of Maryland for which the

Offeror is currently performing services or for which services have been completed within the last five (5) years. For each identified contract, the Offeror is to provide:

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

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

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

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

- a. Dun & Bradstreet Rating;
- b. Standard and Poor's Rating;
- c. Lines of credit;
- d. Evidence of a successful financial track record; and
- e. Evidence of adequate working capital.

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

- 5.4.3.15 **Subcontractors (Submit under TAB L).** The Offeror shall provide a complete list of all subcontractors that will work on the Contract if the Offeror receives an award, including those utilized in meeting the MBE and/or VSBE subcontracting goal, if applicable. This list shall include a full description of the duties each subcontractor will perform and why/how each subcontractor was deemed the most qualified for this project.

- 5.4.3.16 **Legal Action Summary (Submit under TAB M).** This summary shall include:

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

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

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

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

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

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

- Generic statements that the State will benefit from the Offeror's superior performance under the Contract;
- Descriptions of the number of Offeror employees located in Maryland other than those that will be performing work under this Contract; and
- Tax revenues from Maryland-based employees or locations, other than those that will be performing, or used to perform, work under this Contract.

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

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

- The Contract dollars to be recycled into Maryland’s economy in support of the Contract, through the use of Maryland subcontractors, suppliers and joint venture partners. Do not include actual fees or rates paid to subcontractors or information from your Financial Proposal;
- The number and types of jobs for Maryland residents resulting from the Contract. Indicate job classifications, number of employees in each classification and aggregate payroll to which the Offeror has committed, including contractual commitments at both prime and, if applicable, subcontract levels. If no new positions or subcontracts are anticipated as a result of this Contract, so state explicitly;
- Tax revenues to be generated for Maryland and its political subdivisions as a result of the Contract. Indicate tax category (sales taxes, payroll taxes, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the Contract;
- Subcontract dollars committed to Maryland small businesses and MBEs; and
- Other benefits to the Maryland economy which the Offeror promises will result from awarding the Contract to the Offeror, including contractual commitments. Describe the benefit, its value to the Maryland economy, and how it will result from, or because of the Contract award. Offerors may commit to benefits that are not directly attributable to the Contract, but for which the Contract award may serve as a catalyst or impetus.

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

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

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

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

- a. A Signed Statement from the Offeror’s Parent Organization Guaranteeing Performance of the Offeror. **See Section 4.16;**
- b. Completed MDOT Certified MBE Utilization and Fair Solicitation Affidavit (**Attachment D-1A**). **See Section 4.26;**
- c. Completed Federal Funds Attachment (**Attachment G**). **See Section 4.29;**
- d. Completed Conflict of Interest Affidavit and Disclosure (**Attachment H**). **See Section 4.30;**
- e. Completed Mercury Affidavit (**Attachment K**). **See Section 4.34;**

- f. Completed Veteran-Owned Small Business Enterprise (VSBE) Utilization Affidavit and Prime/Subcontractor Participation Schedule. (**Attachment E-1**). **See Section 4.27;**
- g. Completed Location of the Performance of Services Disclosure (**Attachment L**). **See Section 4.35.**
- h. Completed Criminal Background Affidavit (**Attachment U**). **See Section 2.4.10.**

The Technical volume shall be prepared in a clear and precise manner. It shall address all appropriate points of this RFP except the price information and all pages shall be consecutively numbered. This volume shall contain the following sections:

5.5 Volume II – Financial Proposal

Under separate sealed cover from the Technical Proposal and clearly identified in the format identified in Section 5.2 “Proposals,” the Offeror shall submit an original unbound copy, five (5) copies, and an electronic version in Microsoft Word or Microsoft Excel of the Financial Proposal. The Financial Proposal shall contain all price information in the format specified in **Attachment B and B-1**.

5.5.1 This volume should contain all price information for all services proposed. **All services provided to children by the Provider shall be included in the Provider’s IRC/MSDE budget/rate. The Department will only pay the rate established by the IRC/MSDE when a child is placed with a Provider.**

5.5.2 **For Offeror’s with approved 2018 IRC or MSDE Rate Letter(s)**

If the Offeror’s 2018 budget was approved by the IRC or MSDE by the time of Proposal submission, the Offeror need only submit the IRC or MSDE 2018 approved Rate Letter(s).

5.5.3 **For Offeror’s proposing to serve a new Program (see Appendix 1, #42 for the definition of a “new program”)**

Offerors submitting Proposals for a “new program” must complete the appropriate Budget Application below for either IRC (Attachment B) or MSDE Division of Special Education - Early Intervention Services Nonpublic Section (Attachment B-1) approval, whichever is applicable. The Budget Application shall contain all financial information that the Offeror determines to be relevant to the Proposal. When determining prices, Offerors must consider the appropriate Living Wage Requirements, if applicable.

5.5.4 **All Offerors submitting Proposals for “new Programs” shall submit to the Procurement Officer an original, 1 copy and a CD of the Financial Proposal. All Financial Proposals submitted to the Procurement Officer for new Programs will be delivered by DHS to the IRC or MSDE Division of Special Education - Early Intervention Services Nonpublic Section, whichever is applicable. Offerors proposing new Programs do not need to forward Financial Proposals directly to the IRC or MSDE.**

5.5.5 The IRC or MSDE will provide a copy of the Staffing Pattern Grid and LOI Score Sheet to DHS OLM for review and confirmation of the Offeror’s staffing and LOI.

5.5.5.1 **BUDGET APPLICATION FOR IRC APPROVAL:**

Attachment B

- 1 of 11**, Budget Form A – RCC Placement Agency Operating Budget FY 2018 -
Please note there are 12 tabs to be completed as part of this document
- 2 of 11**, Instructions for Provider Profile
- 3 of 11**, Revised Levels of Intensity Score Sheet
- 4 of 11**, Cost Guidelines for Residential Child Care/Child Placement Agency Programs
(Updated 11/2016)
- 5 of 11**, FY 2018 Residential Child Care Child Placement Agency Provider Instructions
(Updated 11/2016)
- 6 of 11**, FY 2018 Checklist
- 7 of 11**, Staffing Pattern Grid RCC Programs FY 2018
- 8 of 11**, FY 2018 Budget Identification Form
- 9 of 11**, FY 2018 Program Description
- 10 of 11**, FY 2018 LOI Score Sheet
- 11 of 11**, FY 2018 Lease/Mortgage Summary for Program

or

5.5.5.2 **BUDGET APPLICATION FOR MSDE- DIVISION OF SPECIAL EDUCATION -
EARLY INTERVENTION SERVICES NONPUBLIC SECTION APPROVAL**

Attachment B-1 - MSDE Annual Program Cost Sheet

- 5.5.6 **All Offerors** must include with their Financial Proposal a completed copy of **Attachment P**, the Program Service Form.

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SECTION 6 – EVALUATION AND SELECTION PROCESS

6.1 Evaluation Committee

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

6.2 Technical Proposal Evaluation Criteria

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

6.2.1 Performance Report (See SON/RFP § 2.4.25 – 2.4.26)

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

6.2.2.1 Methodology used to meet the General Requirements outlined in § 2.4.1 – 2.4.19 as listed below and Specific Requirements outlined in § 2.4.20 based on the Offeror’s RCC program category (ies):

- a. Staffing (§ 2.4.1)
- b. Intake/Admission (§ 2.4.4)
- c. Visitation and Transportation (§ 2.4.7)
- d. Case Planning (§2.4.8)
- e. Normal Daily Routines (§2.4.12)
- f. Education (§ 2.4.14)
- g. Discharge (§ 2.4.17)

6.2.2.2 Proposed services align with the Proposed LOIs (§2.4.20.1.2, 2.4.20.2.2, and 2.4.20.3.2)

6.2.3 Ready By 21 (See SON/RFP § 2.4.16)

Methodology used to implement services and programs that assist children at developing the necessary age appropriate skills as outlined in SSA policies.

6.24 Family Centered Practice (See SON/RFP § 2.4.6)

Methodology used to demonstrate that the Offeror’s organization has implemented a family centered child focus model, including maintenance of community connections as described in Section 2.4.13 – Community Integration.

- 6.25 Experience and Qualifications of Proposed Staff (See SON/RFP § 5.4.2.7)
- 6.2.4 Offeror Qualifications and Capabilities, including proposed Subcontractors (See SON/RFP § 5.4.2.8 – 5.4.2.14)
- 6.2.5 Economic Benefit to State of Maryland (See SON/RFP § 5.4.2.15)

6.3 Financial Proposal Evaluation Criteria

The IRC or MSDE Division of Special Education - Early Intervention Services Nonpublic Section will determine the Provider rates/the price of each Proposal in order to establish a financial ranking of the Proposals, from lowest (most advantageous) to highest (least advantageous) price.

6.4 Reciprocal Preference

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

- a. The Maryland resident business is a responsible Offeror;
- b. The most advantageous offer is from a responsible Offeror whose principal office or principal operations through which it would provide the services required under this SON/RFP is in another state;
- c. The other state gives a preference to its resident businesses through law, policy, or practice; and
- d. The Maryland resident preference does not conflict with a federal law or grant affecting the procurement Contract.

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

6.5 Selection Procedures

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

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

will subsequently be returned if the Financial Proposal is unopened at the time of the determination.

6.5.2 Selection Process Sequence

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

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

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

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

6.5.3 **Award Determination.** Upon completion of the Technical Proposal and Financial Proposal evaluations and rankings, each Offeror will receive an overall ranking. The Procurement Officer will recommend award of the Contract to the responsible Offeror that submitted the Proposal determined to be the most advantageous to the State. In making this most advantageous Proposal determination, technical factors are worth much more than price factors.

6.6 Documents Required upon Notice of Recommendation for Contract Award

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

- a. Contract (**Attachment M**),
- b. Contract Affidavit (**Attachment N**),
- c. MBE **Attachments D-2 and D-3A/B**, within ten (10) Business Days, if applicable; *see **Section 4.26**,
- d. MBE Waiver Justification within ten (10) Business Days (see **MBE Waiver Guidance and forms in Attachments D-1B and D-1C**), if a waiver has been requested (if applicable; *see **Section 4.26**),
- e. VSBE **Attachment E-2**, if applicable *see **Section 4.27**,
- f. Non-Disclosure Agreement (**Attachment I**), if applicable; *see **Section 4.31**,

- g. HIPAA Business Associate Agreement (**Attachment J**), if applicable; *see **Section 4.32**,
- h. DHS Hiring Agreement, **Attachment O**, if applicable *see **Section 4.36**, and
- i. Copy of a current Certificate of Insurance with the prescribed limits set forth in Section 3.1 “Insurance Requirements,” listing the State as an additional insured, if applicable; *see **Section 3.1**.

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SON/RFP ATTACHMENTS

ATTACHMENT A – Pre-Proposal Conference Response Form

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

ATTACHMENT B – Financial Proposal Instructions and Form

The Financial Proposal Form must be completed and submitted in the Financial Proposal package.

Attachment B

1 of 11, Budget Form A – RCC Placement Agency Operating Budget FY 2018 -

Please note there are 12 tabs to be completed as part of this document

2 of 11, Instructions for Provider Profile

3 of 11, Revised Levels of Intensity Score Sheet

4 of 11, Cost Guidelines for Residential Child Care/Child Placement Agency Programs
(Updated 11/2016)

5 of 11, FY 2018 Residential Child Care Child Placement Agency Provider Instructions
(Updated 11/2016)

6 of 11, FY 2018 Checklist

7 of 11, Staffing Pattern Grid RCC Programs FY 2018

8 of 11, FY 2018 Budget Identification Form

9 of 11, FY 2018 Program Description

10 of 11, FY 2018 LOI Score Sheet and SCYFIS Confirmation

11 of 11, FY 2018 Lease/Mortgage Summary for Program

or

ATTACHMENT B-1-MSDE Annual Program Cost Sheet

ATTACHMENT C –Proposal Affidavit

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

ATTACHMENTS D – Minority Business Enterprise Forms

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

ATTACHMENTS E – Veteran-Owned Small Business Enterprise Forms

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

ATTACHMENT F – Maryland Living Wage Requirements for Service Contracts and Affidavit of Agreement

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

ATTACHMENT G – Federal Funds Attachment

If required (see SON/RFP Section 4.29), these Attachments must be completed and submitted with the Technical Proposal as instructed in the Attachments.

ATTACHMENT H – Conflict of Interest Affidavit and Disclosure

If required (see SON/RFP Section 4.30), this Attachment must be completed and submitted with the Technical Proposal.

ATTACHMENT I – Non-Disclosure Agreement

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

ATTACHMENT J – HIPAA Business Associate Agreement

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

ATTACHMENT K – Mercury Affidavit

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

ATTACHMENT L – Location of the Performance of Services Disclosure

If required (see SON/RFP Section 4.35), this Attachment must be completed and submitted with the Technical Proposal.

ATTACHMENT M – Contract

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

ATTACHMENT N – Contract Affidavit

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

ATTACHMENT O – Department of Human Services (DHS) Hiring Agreement

If required (see SON/RFP Section 4.36), this Attachment is to be completed and submitted within five (5) Business Days of receiving notification of recommendation for award.

ATTACHMENT P – RCC Program Service Form

This Attachment must be completed and submitted with the Technical Proposal (see SON/RFP Section 5.2.5).

ATTACHMENT Q – RCC Program Service Form

ATTACHMENT R – Annual Audit Report Requirements

ATTACHMENT S – DHS Private Contractor Annual Report

ATTACHMENT T – Example of Performance Rating for Awarding Contracts

ATTACHMENT T-1 - Example of Quarterly Performance Rating – State Project Monitoring

ATTACHMENT U – Criminal Background Check Affidavit

ATTACHMENT V – Financial Incident Report

ATTACHMENT W – Application Outline for Initial Licensure

ATTACHMENT A – PRE-PROPOSAL CONFERENCE RESPONSE FORM

**Solicitation Number SSA/SONGH-18-001-S
Diagnostic and Evaluation Treatment Program and High Intensity Residential Child Care Programs
Solicitation No: SSA/SONGH-18-001-S**

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

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

Please indicate:

_____ Yes, the following representatives will be in attendance:

- 1.
- 2.
- 3.

_____ No, we will not be in attendance.

Please specify whether any reasonable accommodations are requested (see SON/RFP § 4.1 “Pre-Proposal Conference”):

Signature

Title

Name of Firm (please print)

ATTACHMENT B – FINANCIAL PROPOSAL INSTRUCTIONS & FORM

B-1: FINANCIAL PROPOSAL INSTRUCTIONS

In order to assist Offerors in the preparation of their Financial Proposal and to comply with the requirements of this solicitation, Financial Proposal Instructions have been prepared. Offerors shall submit their Financial Proposal in accordance with the instructions. Failure to adhere to any of these instructions may result in the Proposal being determined not reasonably susceptible of being selected for award.

This volume should contain all price information for all services proposed. **All services provided to children by the Provider shall be included in the Provider’s IRC/MSDE budget/rate. The Department will only pay the rate established by the IRC/MSDE when a child is placed with a Provider.**

- **For Offeror’s with approved 2018 IRC or MSDE Rate Letter(s)**

If the Offeror’s 2018 budget was approved by the IRC or MSDE by the time of Proposal submission, the Offeror need only submit the IRC or MSDE 2018 approved Rate Letter(s).

- **For Offeror’s proposing to serve a new Program (see Appendix 1, #42 for the definition of a “new program”)**

Offerors submitting Proposals for a “new program” must complete the appropriate Budget Application below for either IRC (Attachment A) **or** MSDE Division of Special Education - Early Intervention Services Nonpublic Section (Attachment A-1) approval, whichever is applicable. The Budget Application shall contain all financial information that the Offeror determines to be relevant to the Proposal. When determining prices, Offerors must consider the appropriate Living Wage Requirements, if applicable.

All Offerors submitting Proposals for “new Programs” shall submit to the Procurement Officer an original, 1 copy and a CD of the Financial Proposal. All Financial Proposals submitted to the Procurement Officer for new Programs will be delivered by DHS to the IRC or MSDE Division of Special Education - Early Intervention Services Nonpublic Section, whichever is applicable. Offerors proposing new Programs do not need to forward Financial Proposals directly to the IRC or MSDE.

The IRC or MSDE will provide a copy of the Staffing Pattern Grid and LOI Score Sheet and SCYFIS Confirmation to DHS OLM for review and confirmation of the Offeror’s staffing and LOI.

BUDGET APPLICATION FOR IRC APPROVAL:

Attachment B

1 of 11, Budget Form A – RCC Placement Agency Operating Budget FY 2018 - Please note there are 12 tabs to be completed as part of this document

2 of 11, Instructions for Provider Profile

3 of 11, Revised Levels of Intensity Score Sheet and

- 4 of 11**, Cost Guidelines for Residential Child Care/Child Placement Agency Programs (Updated 11/2016)
- 5 of 11**, FY 2018 Residential Child Care Child Placement Agency Provider Instructions (Updated 11/2016)
- 6 of 11**, FY 2018 Checklist
- 7 of 11**, Staffing Pattern Grid RCC Programs FY 2018
- 8 of 11**, FY 2018 Budget Identification Form
- 9 of 11**, FY 2018 Program Description
- 10 of 11**, FY 2018 LOI Score Sheet
- 11 of 11**, FY 2018 Lease/Mortgage Summary for Program

or

BUDGET APPLICATION FOR MSDE- DIVISION OF SPECIAL EDUCATION - EARLY INTERVENTION SERVICES NONPUBLIC SECTION APPROVAL

Attachment B-1 - MSDE Annual Program Cost Sheet

ATTACHMENT C – PROPOSAL AFFIDAVIT

A. AUTHORITY

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

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

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

B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES

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

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

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

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

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

- (1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;

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

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

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

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

- (1) Been convicted under state or federal statute of:
 - (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
 - (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of Proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, § 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

- (5) Been convicted of a violation of § 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of Proposals for a public or private contract;
- (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract;
- (9) Been convicted of a violation of one or more of the following provisions of the Internal Revenue Code:
- (a) §7201, Attempt to Evade or Defeat Tax;
 - (b) §7203, Willful Failure to File Return, Supply Information, or Pay Tax,
 - (c) §7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information,
 - (d) §7206, Fraud and False Statements, or
 - (e) §7207, Fraudulent Returns, Statements, or Other Documents;
- (10) Been convicted of a violation of 18 U.S.C. §286, Conspiracy to Defraud the Government with Respect to Claims, 18 U.S.C. §287, False, Fictitious, or Fraudulent Claims, or 18 U.S.C. §371, Conspiracy to Defraud the United States;
- (11) Been convicted of a violation of the Tax-General Article, Title 13, Subtitle 7 or Subtitle 10, Annotated Code of Maryland;
- (12) Been found to have willfully or knowingly violated State Prevailing Wage Laws as provided in the State Finance and Procurement Article, Title 17, Subtitle 2, Annotated Code of Maryland, if:
- (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure Act; and
 - (ii) Not overturned on judicial review;
- (13) Been found to have willfully or knowingly violated State Living Wage Laws as provided in the State Finance and Procurement Article, Title 18, Annotated Code of Maryland, if:
- (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure Act; and
 - (ii) Not overturned on judicial review;
- (14) Been found to have willfully or knowingly violated the Labor and Employment Article, Title 3, Subtitles 3, 4, or 5, or Title 5, Annotated Code of Maryland, if:
- (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure Act; and

(ii) Not overturned on judicial review; or

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

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

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

G. SUBCONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and

Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying Proposal that is being submitted; or
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the Proposal price of the Offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying Proposal is submitted.

I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

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

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

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

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

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

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

I FURTHER AFFIRM THAT:

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

M. I FURTHER AFFIRM THAT:

Any claims of environmental attributes made relating to a product or service included in the Proposal are consistent with the Federal Trade Commission's Guides for the Use of Environmental Marketing Claims as provided in 16

C.F.R. §260, that apply to claims about the environmental attributes of a product, package, or service in connection with the marketing, offering for sale, or sale of such item or service.

N. ACKNOWLEDGEMENT

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

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

Date: _____

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

_____ (signature of Authorized Representative and Affiant)

SUBMIT THIS AFFIDAVIT WITH PROPOSAL

ATTACHMENTS D – MINORITY BUSINESS ENTERPRISE FORMS

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

ATTACHMENT E-1
VSBE Utilization Affidavit and Prime/Subcontractor Participation Schedule

(submit with Proposal)

This document **MUST BE** included with the Proposal. If the Offeror fails to complete and submit this form with the Proposal, the procurement officer may determine that the Proposal is not reasonably susceptible of being selected for award.

In conjunction with the Proposal submitted in response to Solicitation No. SSA/SONGH/18-001-S, I affirm the following:

1. I acknowledge and intend to meet the overall verified VSBE participation goal of **1%**. Therefore, I will not be seeking a waiver.

OR

- I conclude that I am unable to achieve the VSBE participation goal. I hereby request a waiver, in whole or in part, of the overall goal. Within 10 business days of receiving notice that our firm is the apparent awardee, I will submit all required waiver documentation in accordance with COMAR 21.11.13.07. If this request is for a partial waiver, I have identified the portion of the VSBE goal that I intend to meet.
2. I understand that if I am notified that I am the apparent awardee, I must submit the following additional documentation within 10 days of receiving notice of the apparent award or from the date of conditional award (per COMAR 21.11.13.06), whichever is earlier.
 - (a) Subcontractor Project Participation Statement (**Attachment E-2**); and
 - (b) Any other documentation, including waiver documentation, if applicable, required by the Procurement Officer to ascertain Offeror responsibility in connection with the VSBE participation goal.

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

3. In the solicitation of subcontract quotations or offers, VSBE subcontractors were provided not less than the same information and amount of time to respond as were non-VSBE subcontractors.
4. Set forth below are the (i) verified VSBEs I intend to use and (ii) the percentage of the total contract amount allocated to each VSBE for this project. I hereby affirm that the VSBE firms are only providing those products and services for which they are verified.

ATTACHMENT E-1A
VSBE Prime/Subcontractor Participation Schedule

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

List Information For Each Verified VSBE Prime Contractor or Subcontractor On This Project

Name of Veteran-Owned Firm:	DUNS Number:
Percentage of Total Contract:	Description of work to be performed:
Name of Veteran-Owned Firm:	DUNS Number:
Percentage of Total Contract:	Description of work to be performed:
Name of Veteran-Owned Firm:	DUNS Number:
Percentage of Total Contract:	Description of work to be performed:
Name of Veteran-Owned Firm:	DUNS Number:
Percentage of Total Contract:	Description of work to be performed:

Continue on a separate page, if needed.

SUMMARY

TOTAL VSBE Participation: _____ %

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

 Offeror Name
 (PLEASE PRINT OR TYPE)

 Signature of Affiant

Name: _____
 Title: _____
 Date: _____

VSBE ATTACHMENT E-1B - Exhibit A
VSBE Subcontractor Unavailability Certificate

1. It is hereby certified that the firm of _____

(Name of Veteran-owned 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. _____ (Veteran-owned 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 VSBE Representative

Title

Date

USDVA #

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 Veteran-Owned Small 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

ATTACHMENT E-2
VSBE Subcontractor Participation Statement

Please complete and submit one form for each verified VSBE listed on Attachment E-1 within 10 Business days of notification of apparent award

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

Prime Contractor (Firm Name, Address, Phone):	Project Description:
Project Number: _____	Total Contract Amount: \$
Name of Veteran-Owned Firm:	DUNS Number:
Address:	FEIN:
Work to Be Performed:	
Percentage of Total Contract:	Total Subcontract Amount: \$

The undersigned Prime Contractor and Subcontractor hereby certify and agree that they have fully complied with the State Veteran-Owned Small Business Enterprise Law, State Finance and Procurement Article, Title 14, Subtitle 6, Annotated Code of Maryland.

PRIME CONTRACTOR SIGNATURE

By: _____
 Name, Title
 Date _____

SUBCONTRACTOR SIGNATURE

By: _____
 Name, Title
 Date _____

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

ATTACHMENT E-3
Veterans Small Business Enterprise (VSBE) Participation
VSBE Prime Contractor Paid/Unpaid Invoice Report

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

Prime Contractor:		Contact Person:	
Address:			
City:		State:	ZIP:
Phone:	Fax:	E-mail:	
VSBE Prime Contractor Services Provided (if applicable):			
Subcontractor Name:		Contact Person:	
Phone:	Fax:		
VSBE Subcontractor Services Provided (if applicable):			
List all payments made to VSBE subcontractor named above during this reporting period:		List dates and amounts of any outstanding invoices:	
<u>Invoice#</u>	<u>Amount</u>	<u>Invoice #</u>	<u>Amount</u>
1.		1.	
2.		2.	
3.		3.	
4.		4.	
Total Dollars Paid: \$ _____		Total Dollars Unpaid: \$ _____	

If more than one VSBE subcontractor is used for this contract, you must use separate M-3 forms for each subcontractor. **Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):**

State Project Manager: _____ Contracting Unit and Address: _____ _____ _____ _____
--

Signature: _____ **Date:** _____
 (Required)

This form must be completed monthly
by all VSBE subcontractors.

ATTACHMENT E-4

Veterans Small Business Enterprise Participation VSBE Subcontractor Paid/Unpaid Invoice Report

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

VSBE Subcontractor Name: _____																																
Department of Veterans Affairs Certification #: _____																																
Contact Person: _____		E-mail: _____																														
Address: _____																																
City: _____	State: _____	ZIP: _____																														
Phone: _____	Fax: _____																															
VSBE Subcontractor Services Provided:																																
List all payments received from Prime Contractor during reporting period indicated above. <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 40%; text-align: center;"><u>Invoice Amt</u></th> <th style="width: 15%; text-align: center;"><u>Date</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td> </td><td> </td></tr> <tr><td>2.</td><td> </td><td> </td></tr> <tr><td>3.</td><td> </td><td> </td></tr> <tr> <td colspan="2">Total Dollars Paid: \$ _____</td> <td> </td> </tr> </tbody> </table>			<u>Invoice Amt</u>	<u>Date</u>	1.			2.			3.			Total Dollars Paid: \$ _____			List dates and amounts of any unpaid invoices over 30 days old. <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 40%; text-align: center;"><u>Invoice Amt</u></th> <th style="width: 15%; text-align: center;"><u>Date</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td> </td><td> </td></tr> <tr><td>2.</td><td> </td><td> </td></tr> <tr><td>3.</td><td> </td><td> </td></tr> <tr> <td colspan="2">Total Dollars Unpaid: \$ _____</td> <td> </td> </tr> </tbody> </table>		<u>Invoice Amt</u>	<u>Date</u>	1.			2.			3.			Total Dollars Unpaid: \$ _____		
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	<u>Invoice Amt</u>	<u>Date</u>																														
1.																																
2.																																
3.																																
Total Dollars Unpaid: \$ _____																																
Prime Contractor: _____		Contact Person: _____																														

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

State Project Manager: _____ Contracting Unit and Address: _____ _____ _____ _____
--

Signature: _____ **Date:** _____
(Required)

ATTACHMENT F – LIVING WAGE REQUIREMENTS FOR SERVICE CONTRACTS

Living Wage Requirements for Service Contracts

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

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

Maryland Living Wage Requirements Affidavit of Agreement

(submit with Proposal)

Contract No. _____

Name of Contractor _____

Address _____

City _____ State _____ Zip Code _____

If the Contract Is Exempt from the Living Wage Law

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

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

If the Contract Is a Living Wage Contract

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

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

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

- The employee(s) proposed to work on the contract is 17 years of age or younger during the duration of the contract; or
- The employee(s) proposed to work on the contract will work less than 13 consecutive weeks on the State contract.

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

Name of Authorized Representative: _____

Signature of Authorized Representative Date

Title

Witness Name (Typed or Printed)

Witness Signature Date

SUBMIT THIS AFFIDAVIT WITH PROPOSAL

ATTACHMENT G- FEDERAL FUNDS ATTACHMENT

A Summary of Certain Federal Fund Requirements and Restrictions

1. Form and rule enclosed: 18 U.S.C. 1913 and Section 1352 of P.L. 101-121 require that all *prospective* and present sub-grantees (this includes all levels of funding) who receive more than \$100,000 in federal funds must submit the form "Certification Against Lobbying." It assures, generally, that recipients will not lobby federal entities with federal funds, and that, as is required, they will disclose other lobbying on form SF- LLL.
2. Form and instructions enclosed: "Form LLL, Disclosure of Lobbying Activities" must be submitted by those receiving more than \$100,000 in federal funds, to disclose any lobbying of federal entities (a) with profits from federal contracts or (b) funded with nonfederal funds.
3. Form and summary of Act enclosed: Sub-recipients of federal funds on any level must complete a "Certification Regarding Environmental Tobacco Smoke," required by Public Law 103-227, the Pro-Children Act of 1994. Such law prohibits smoking in any portion of any indoor facility owned or leased or contracted for regular provision of health, day care, early childhood development, education, or library services for children under the age of 18. Such language must be included in the conditions of award (they are included in the certification, which may be part of such conditions.) This does not apply to those solely receiving Medicaid or Medicare, or facilities where WIC coupons are redeemed.
4. In addition, federal law requires that:
 - A) Title 2 of the Code of Federal Regulations (CFR) 200, specifically Subpart D, requires that grantees (both recipients and sub-recipients) which expend a total of \$750,000 in federal assistance shall have a single or program-specific audit conducted for that year in accordance with the provisions of the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act Amendments of 1996, P.L. 104-156 and Title 2 CFR 200, Subpart D. All sub-grantee audit reports, performed in compliance with Title 2 CFR 200 shall be forwarded within 30 days of report issuance to the Department State Project Manager.
 - B) All sub-recipients of federal funds comply with Sections 503 and 504 of the Rehabilitation Act of 1973, the conditions of which are summarized in item (C).
 - C) Recipients of \$10,000 or more (on any level) must include in their contract language the requirements of Sections 503 (language specified) and 504 referenced in item (B).

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

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

- 1) The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 2) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- 3) In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- 4) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the director, provided by or through the contracting office. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- 5) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- 6) The contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the [federal] Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

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

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

- D) All sub-recipients comply with Title VI of the Civil Rights Act of 1964 that they must not discriminate in participation by race, color, or national origin.
- E) All sub-recipients of federal funds from SAMHSA (Substance Abuse and Mental Health Services Administration) or NIH (National Institute of Health) are prohibited from paying any direct salary at a rate more than Executive Level II of the Federal Executive pay scale, per year. (This includes, but is not limited to, sub-recipients of the Substance Abuse Prevention and Treatment and the Community Mental Health Block Grants and NIH research grants.)
- F) There may be no discrimination on the basis of age, according to the requirements of the Age Discrimination Act of 1975.
- G) For any education program, as required by Title IX of the Education Amendments of 1972, there may be no discrimination on the basis of sex.
- H) For research projects, a form for Protection of Human Subjects (Assurance/ Certification/ Declaration) should be completed by each level funded, assuring that either: (1) there are no human subjects involved, or (2) an Institutional Review Board (IRB) has given its formal approval before human subjects are involved in

research. [This is normally done during the application process rather than after the award is made, as with other assurances and certifications.]

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

ATTACHMENT G-1

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

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

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

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

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

DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action: <input type="checkbox"/> a. Contract <input type="checkbox"/> b. Grant <input type="checkbox"/> c. Cooperative Agreement <input type="checkbox"/> d. Loan <input type="checkbox"/> e. Loan guarantee <input type="checkbox"/> f. Loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. Bid/offer/application <input type="checkbox"/> b. Initial award <input type="checkbox"/> c. Post-award	3. Report Type: <input type="checkbox"/> a. Initial filing <input type="checkbox"/> b. Material change For Material Change Only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: _____	1. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a) (last name, first name, MI):</i>	
11. Amount of Payment <i>(check all that apply)</i> \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment <i>(check all that apply)</i> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____	
12. Form of Payment <i>(check all that apply)</i> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11: <i>(attach Continuation Sheet(s) SF-LLLA, if necessary)</i>		
15. Continuation Sheet(s) SF-LLLA attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
16. Information requested through this form is authorized by title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

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

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action.

Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

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

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

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Signature of Authorized Certifying Individual

ATTACHMENT H – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

Reference COMAR 21.05.08.08

A. “Conflict of interest” means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person’s objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

B. “Person” has the meaning stated in COMAR 21.01.02.01B(64) and includes a Offeror, Contractor, consultant, or subcontractor or sub-consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a Proposal is made.

C. The Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail — attach additional sheets if necessary):

E. The Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the Offeror shall immediately make a full disclosure in writing to the Procurement Officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the Procurement Officer of any contrary action to be taken.

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

Date: _____ By: _____
(Authorized Representative and Affiant)

SUBMIT THIS AFFIDAVIT WITH PROPOSAL

ATTACHMENT I – NON-DISCLOSURE AGREEMENT

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

RECITALS

WHEREAS, the Contractor has been awarded a contract (the “Contract”) following the solicitation for Diagnostic Evaluation and Treatment Program and High Intensity Residential Child Care Services, Solicitation # SSA/SONGH/18-001-S; and

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

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

1. Regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such, “Confidential Information” means (1) any and all information provided by or made available by the State to the Contractor in connection with the Contract and (2) any and all Personally Identifiable Information (PII) (including but not limited to personal information as defined in Md. Ann. Code, General Provisions §4-101(h)) and Protected Health Information (PHI) that is provided by a person or entity to the Contractor in connection with this Contract. Confidential Information includes, by way of example only, information that the Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the Contract.
2. The Contractor shall not, without the State’s prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information except for the sole and exclusive purpose of performing under the Contract. The Contractor shall limit access to the Confidential Information to the Contractor’s Personnel who have a demonstrable need to know such Confidential Information in order to perform under the Contract and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the Contractor’s Personnel are attached hereto and made a part hereof as ATTACHMENT I-1. The Contractor shall update ATTACHMENT I-1 by adding additional names (whether Contractor’s personnel or a subcontractor’s personnel) as needed, from time to time.
3. If the Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the Contractor’s performance of the Contract or will otherwise have a role in performing any aspect of the Contract, the Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.
4. The Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, adopt or establish operating procedures and physical security measures, and take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.

5. The Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the Contractor's Personnel or the Contractor's former Personnel. Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).
6. The Contractor shall, at its own expense, return to the Department all copies of the Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the Contract. The Contractor shall complete and submit ATTACHMENT J-2 when returning the Confidential Information to the Department. At such time, the Contractor shall also permanently delete any Confidential Information stored electronically by the Contractor.
7. A breach of this Agreement by the Contractor or the Contractor's Personnel shall constitute a breach of the Contract between the Contractor and the State.
8. Contractor acknowledges that any failure by the Contractor or the Contractor's Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and seek damages from the Contractor and the Contractor's Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the Contractor or any of the Contractor's Personnel to comply with the requirements of this Agreement, the Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and costs.
9. Contractor and each of the Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement, in no event less restrictive than as set forth in this Agreement, and the Contractor shall provide originals of such executed Agreements to the State.
10. The parties further agree that:
 - a. This Agreement shall be governed by the laws of the State of Maryland;
 - b. The rights and obligations of the Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
 - c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
 - d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
 - e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures;
 - f. The Recitals are not merely prefatory but are an integral part hereof; and
 - g. The effective date of this Agreement shall be the same as the effective date of the Contract entered into by the parties.

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

Contractor: _____

Department of Human Services

By: _____ (SEAL)

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

NON-DISCLOSURE AGREEMENT - ATTACHMENT I-1

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

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

NON-DISCLOSURE AGREEMENT – ATTACHMENT I-2

CERTIFICATION TO ACCOMPANY RETURN OR DELETION OF CONFIDENTIAL INFORMATION

I AFFIRM THAT:

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

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

DATE: _____

NAME OF CONTRACTOR: _____

BY: _____
(Signature)

TITLE: _____
(Authorized Representative and Affiant)

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the “Agreement”) is made by and between the Department of Human Services (Department) and _____ (**Insert Name of Contractor**) (hereinafter known as “Business Associate”). Covered Entity and Business Associate shall collectively be known herein as the “Parties.”

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

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

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

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

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

I. DEFINITIONS.

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

B. Specific definitions:

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

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

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

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

III. DUTIES OF BUSINESS ASSOCIATE RELATIVE TO PHI

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

- B. Business Associate agrees to use appropriate administrative, technical and physical safeguards to protect the privacy of PHI.
 - C. Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the Agreement.
 - D1. Business Associate agrees to Report to Covered Entity any use or disclosure of PHI not provided for by the Agreement of which it becomes aware, including breaches of unsecured PHI as required by 45 C.F.R. § 164.410, and any Security Incident of which it becomes aware without reasonable delay, and in no case later than fifteen calendar days after the use or disclosure.
2. If the use or disclosure amounts to a breach of unsecured PHI, the Business Associate shall ensure its report:
- a. Is made to Covered Entity without unreasonable delay and in no case later than fifteen (15) calendar days after the incident constituting the Breach is first known, except where a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security. For purposes of clarity for this Section III.D.1, Business Associate must notify Covered Entity of an incident involving the acquisition, access, use or disclosure of PHI in a manner not permitted under 45 C.F.R. Part E within fifteen (15) calendar days after an incident even if Business Associate has not conclusively determined within that time that the incident constitutes a Breach as defined by HIPAA;
 - b. Includes the names of the Individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach;
 - c. Is in substantially the same form as ATTACHMENT J-1 attached hereto; and
 - d. Includes a draft letter for the Covered Entity to utilize to notify the affected Individuals that their Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach that includes, to the extent possible:
 - i) A brief description of what happened, including the date of the Breach and discovery of the Breach, if known;
 - ii) A description of the types of Unsecured PHI that were involved in the Breach (such as full name, Social Security number, date of birth, home address, account number, disability code, or other types of information that were involved);
 - iii) Any steps the affected Individuals should take to protect themselves from potential harm resulting from the Breach;
 - iv) A brief description of what the Covered Entity and Business Associate are doing to investigate the Breach, mitigate losses, and protect against any further Breaches; and
 - v) Contact procedures for the affected Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, website, or postal address.
 - e. To the extent permitted by the Underlying Agreement, Business Associate may use agents and subcontractors. In accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2) shall ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information, Business Associate must enter into Business Associate Agreements with subcontractors as required by HIPAA;

- f. Business Associate agrees it will make available PHI in a designated record set to the Covered Entity, or, as directed by the Covered Entity, to an individual, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.524, including, if requested, a copy in electronic format;
- g. Business Associate agrees it will make any amendment(s) to PHI in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 C.F.R. § 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.526;
- h. Business Associate agrees to maintain and make available the information required to provide an accounting of disclosures to the Covered Entity or, as directed by the Covered Entity, to an individual, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.528;
- i. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s);
- j. Business Associate agrees to make its internal practices, books, and records, including PHI, available to the Covered Entity and/or the Secretary for purposes of determining compliance with the HIPAA Rules.
- k. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

IV. TERM AND TERMINATION

- A. Term. The Term of this Agreement shall be effective as of the effective date of the Contract entered into following the solicitation for Diagnostic Evaluation and Treatment Program and High Intensity Residential Child Care Services, Solicitation # (SSA/SONGH/18-001-S), and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or the PHI created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, in accordance with the termination provisions in this Section IV, or on the date the Covered Entity terminates for cause as authorized in paragraph B of this Section, whichever is sooner. If it is impossible to return or destroy all of the PHI provided by Covered Entity to Business Associate, or the PHI created or received by Business Associate on behalf of Covered Entity, Business Associate's obligations under this contract shall be ongoing with respect to that information, unless and until a separate written agreement regarding that information is entered into with Covered Entity.
- B. Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, Covered Entity shall:
 - 1. Provide an opportunity for Business Associate to cure the breach or end the violation and, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, terminate this Agreement; or
 - 2. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and Covered Entity determines or reasonably believes that cure is not possible.
- C. Effect of Termination.

1. Upon termination of this Agreement, for any reason, Business Associate shall return or, if agreed to by Covered Entity, destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains in any form. Business Associate shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.
2. Should Business Associate make an intentional or grossly negligent Breach of PHI in violation of this Agreement or HIPAA or an intentional or grossly negligent disclosure of information protected by the Maryland Confidentiality of Medical Records Act (MCMRA), Covered Entity shall have the right to immediately terminate any contract, other than this Agreement, then in force between the Parties, including the Underlying Agreement.

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

V. CONSIDERATION

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

VI. REMEDIES IN EVENT OF BREACH

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

VII. MODIFICATION; AMENDMENT

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

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

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

IX. COMPLIANCE WITH STATE LAW

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

X. MISCELLANEOUS

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

(Insert the name and contact information of the HIPAA contact person within the Department or appropriate covered health care entity)

Name: _____

Address: _____

Email: _____

Phone: _____

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

Address: _____

Attention: _____

Phone: _____

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

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

COVERED ENTITY:

BUSINESS ASSOCIATE:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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

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

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

Description of the breach: _____

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

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

Number of individuals affected by the breach: _____

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

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

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

Contact information to ask questions or learn additional information:

Name: _____

Title: _____

Address: _____

Email Address: _____

Phone Number: _____

ATTACHMENT K – MERCURY AFFIDAVIT

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

ATTACHMENT L – LOCATION OF THE PERFORMANCE OF SERVICES DISCLOSURE

(submit with Proposal)

Pursuant to Md. Ann. Code, State Finance and Procurement Article, § 12-111, and in conjunction with the Proposal submitted in response to Solicitation No. SSA/SONGH/18-001-S, the following disclosures are hereby made:

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

___ have plans

___ have **no** plans

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

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

a. Location(s) services will be performed:

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

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

Date: _____

Offeror Name: _____

By: _____

Name: _____

Title: _____

Please be advised that the Department may contract for services provided outside of the United States if: the services are not available in the United States; the price of services in the United States exceeds by an unreasonable amount the price of services provided outside the United States; or the quality of services in the United States is substantially less than the quality of comparably priced services provided outside the United States.

ATTACHMENT M – CONTRACT SAMPLE

(CONTRACT TITLE)

THIS CONTRACT (the “Contract”) is made this (“Xth”) day of (month), (year) by and between (Contractor’s name) and the STATE OF MARYLAND, acting through the (DEPARTMENT).

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

1. Definitions

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

- 1.1 “COMAR” means Code of Maryland Regulations.
- 1.2 “Contract” means this agreement between (Contractor’s name) and the State of Maryland, acting through the (DEPARTMENT).
- 1.3 “State Project Manager” means the following Department employee identified as the State Project Manager: (State Project Manager’s name and contact information)
- 1.4 “Contractor” means (Contractor’s name) whose principal business address is (Contractor’s primary address) and whose principal office in Maryland is (Contractor’s local address).
- 1.5 “Department” means the (Department).
- 1.6 “Financial Proposal” means the Contractor’s Financial Proposal dated (Financial Proposal date).
- 1.7 “Procurement Officer” means the following Department employee identified as the Procurement Officer: (Procurement Officer’s name and contact information)
- 1.8 “SON/RFP” means the Request for Proposals for (solicitation title) Solicitation # (solicitation number), and any addenda thereto issued in writing by the State.
- 1.9 “State” means the State of Maryland.
- 1.10 “Technical Proposal” means the Contractor’s Technical Proposal dated (Technical Proposal date).

2. Scope of Contract

- 2.1 The Contractor shall provide deliverables, programs, goods, and services specific to the Contract for (enter title/description of what the Contract is for) awarded in accordance with Exhibits A-C listed in this section and incorporated as part of this Contract. If there is any conflict between this Contract and the Exhibits, the terms of the Contract shall govern. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:

Exhibit A – The SON/RFP

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

Exhibit C – The Proposal (Technical and Financial)

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

2.3 While the Procurement Officer may, at any time, by written change order, make unilateral changes in the work within the general scope of the Contract as provided in Section 2.2 above, the Contract may be modified by mutual agreement of the parties, provided: (a) the modification is made in writing; (b) all parties sign the modification; and (c) all approvals by the required agencies as described in COMAR Title 21, are obtained.

3. **Period of Performance.**

3.1 The term of this Contract begins on the date the Contract is signed by the Department following any required approvals of the Contract, including approval by the Board of Public Works, if such approval is required. The Contractor shall provide services under this Contract as of the Go-Live date contained in the written Notice to Proceed. From this Go-Live date, the Contract shall be for a period of approximately **(number of years of base term of Contract)** years **(change to months if necessary)** beginning **(anticipated Contract start date)** and ending on **(anticipated end date of base term of Contract)**.

3.2 The State, at its sole option, has the unilateral right to extend the term of the Contract for **(number of Option Years)** additional successive one-year terms at the prices quoted in the Financial Proposal for Option Years. **(Delete this section if there are no Option Years, and change the numbering of the next section to 3.2).**

3.3 Audit, confidentiality, document retention, and indemnification obligations under this Contract shall survive expiration or termination of the Contract.

4. **Consideration and Payment**

4.1 In consideration of the satisfactory performance of the work set forth in this Contract, the Department shall pay the Contractor in accordance with the terms of this Contract and at the prices quoted in the Financial Proposal. **Unless properly modified (see above Section 2.3), payment to the Contractor pursuant to this Contract, including the base term and any option exercised by the State, shall not exceed \$ (enter NTE amount).**

4.2 For each child placed by LDSS, the allowance for services and the maximum number of child care years (beds) of services, if any, to be paid by the Department, will be the current amount set by the Interagency Rates Committee (IRC) or the Maryland State Department of Education (MSDE) Division of Special Education - Early Intervention Services Nonpublic Section. It is understood that the IRC and MSDE may make adjustments to the rate each fiscal year. Therefore, the not-to-exceed amount as contained in Appendix 3 to this Contract includes an anticipated rate increase of 1%, but only to the extent approved by the IRC and MSDE, for each base Contract year and option years, if exercised.

4.3 The Contractor agrees to reimburse the Department for any overpayment or disallowance within thirty (30) days of receiving notice from the Department. If more than thirty (30) days is required by the Contractor to

fully reimburse DHS, then the Contractor hereby agrees to establish and submit a repayment plan, for review and approval by the Department's Project Manager.

- 4.4 Payments to the Contractor shall be made no later than thirty (30) days after the Department's receipt of a proper invoice for services provided by the Contractor, acceptance by the Department of services provided by the Contractor, and pursuant to the conditions outlined in Section 4 of this Contract. Each invoice for services rendered must include the Contractor's Federal Tax Identification or Social Security Number for a Contractor who is an individual which is **(Contractor's FEIN or SSN)**. Charges for late payment of invoices other than as prescribed at Md. Code Ann., State Finance and Procurement Article, §15-104 are prohibited. Invoices shall be submitted to the State Project Manager. Electronic funds transfer shall be used by the State to pay Contractor pursuant to this Contract and any other State payments due Contractor unless the State Comptroller's Office grants Contractor an exemption.
- 4.5 The Contractor will receive a Revised Maintenance Payment Statement (Attachment Q), which will be generated by MD CHESSIE at the beginning of the month for prior month placements. The monthly statement will be calculated on a per diem basis and based on the actual number of days in the previous month that a child was in the Contractor's care. The Contractor will have five (5) business days to verify statements. LDSS and the Contractor will resolve any disputes. On the 13th of the month, MD CHESSIE, based on placement validation by LDSS, will generate revised statements if changes were made, and create a pay file for payment processing by the State Comptroller. Electronic funds transfer shall be used by the State to pay Contractor pursuant to this Contract and any other State payments due Contractor unless the State Comptroller's Office grants Contractor an exemption. Daily pay files will be generated for processing by LDSS for placements validated after the 13th of the month.
- a. Each invoice for services rendered must include the Contractor's Federal Tax Identification or Social Security Number for a Contractor who is an individual which is **(Contractor's FEIN or SSN)**.
 - b. Payments will be made on or about the 23rd of the month unless payment issues are still outstanding.
 - c. Charges for late payment of invoices other than as prescribed at Md. Code Ann., State Finance and Procurement Article, §15-104 are prohibited
- 4.6 The Contractor will be compensated based upon the following:
- a. The per diem rate, which is the actual number of days, per month, a child is in the Contractor's care.
 - b. From the day of admission through the day before discharge, with payment being limited to reasonable, allocable and allowable expenses up to the time of discharge, subject to the provisions of COMAR 21.09, Contract Cost Principles and Procedures.
 - c. The rates set by the IRC or MSDE and any adjustments to the rates, without further action by the Board of Public Works.
 - d. The per diem rate for occupied beds up to the Contract maximum. The Contractor will reimburse the Department for any payments that have been made for unoccupied beds, either through repayment or offset, except as provided for in Section (e) below.
 - e. Unoccupied beds can be held by the Contractor and reimbursed by the Department for a maximum of thirty (30) days for a child who is Absent Without Leave Authorization (AWOL), hospitalized, on an extended visit, or at the request of the Department.

- 4.7 In addition to any other available remedies, if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer.
- 4.8 Payment of an invoice by the Department is not evidence that services were rendered as required under this Contract.
- 4.9 Contractor's eMaryland Marketplace vendor ID number is (Contractor's eMM number).

5. Rights to Records

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

6. Exclusive Use

- 6.1 The State shall have the exclusive right to use, duplicate, and disclose any data, information, documents, records, or results, in whole or in part, in any manner for any purpose whatsoever, that may be created or generated by the Contractor in connection with this Contract. If any material, including software, is capable of being copyrighted, the State shall be the copyright owner and Contractor may copyright material connected with this project only with the express written approval of the State.
- 6.2 Except as may otherwise be set forth in this Contract, Contractor shall not use, sell, sub-lease, assign, give, or otherwise transfer to any third party any other information or material provided to Contractor by the Department or developed by Contractor relating to the Contract, except that Contractor may provide said information to any of its officers, employees and subcontractors who Contractor requires to have said information for fulfillment of Contractor's obligations hereunder. Each officer, employee and/or subcontractor to whom any of the Department's confidential information is to be disclosed shall be advised by Contractor of and bound by confidentiality and intellectual property terms substantively equivalent to those of this Contract.

7. Patents, Copyrights, and Intellectual Property

- 7.1 If the Contractor furnishes any design, device, material, process, or other item, which is covered by a patent, trademark or service mark, or copyright or which is proprietary to, or a trade secret of, another, the Contractor shall obtain the necessary permission or license to permit the State to use such item or items.
- 7.2 The Contractor will defend or settle, at its own expense, any claim or suit against the State alleging that any such item furnished by the Contractor infringes any patent, trademark, service mark, copyright, or trade secret. If a third party claims that a product infringes that party's patent, trademark, service mark, trade secret, or copyright, the Contractor will defend the State against that claim at Contractor's expense and will pay all damages, costs, and attorneys' fees that a court finally awards, provided the State: (a) promptly notifies the Contractor in writing of the claim; and (b) allows Contractor to control and cooperates with Contractor in, the defense and any related settlement negotiations. The obligations of this paragraph are in addition to those stated in Section 7.3 below.
- 7.3 If any products furnished by the Contractor become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement, the Contractor will, at its option and expense: (a) procure for the State the right to continue using the applicable item; (b) replace the product with a non-infringing product substantially complying with the item's specifications; or (c) modify the item so that it becomes non-infringing and performs in a substantially similar manner to the original item.

8. Confidential or Proprietary Information and Documentation

- 8.1 Subject to the Maryland Public Information Act and any other applicable laws including, without limitation, HIPAA, the HI-TECH Act, and the Maryland Medical Records Act and the implementation of regulations promulgated pursuant thereto, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor's computer systems) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents, and employees to the extent that such disclosure is necessary for the performance of their duties under this Contract, provided that the data may be collected, used, disclosed, stored, and disseminated only as provided by and consistent with the law. The provisions of this section shall not apply to information that: (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already in the possession of such party; (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information; or (e) which such party is required to disclose by law.
- 8.2 This Section 8 shall survive expiration or termination of this Contract.

9. Loss of Data

In the event of loss of any State data or records where such loss is due to the intentional act or omission or negligence of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for recreating such lost data in the manner and on the schedule set by the State Project Manager. The Contractor shall ensure that all data is backed up and recoverable by the Contractor. Contractor shall use its best efforts to assure that at no time shall any actions undertaken by the Contractor under this Contract (or any failures to act when Contractor has a duty to act) damage or create any vulnerabilities in data bases, systems, platforms, and/or applications with which the Contractor is working hereunder.

10. Indemnification

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

- 10.2 This indemnification clause shall not be construed to mean that the Contractor shall indemnify the State against liability for any losses, damages, claims, suits, actions, liabilities, and/or expenses that are attributable to the sole negligence of the State or the State's employees.
- 10.3 The State of Maryland has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim, or action of any character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's performance under this Contract.
- 10.4 The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's performance under this Contract.
- 10.5 The Contractor shall immediately notify the Procurement Officer of any claim or lawsuit made or filed against the Contractor or its subcontractors regarding any matter resulting from, or relating to, the Contractor's obligations under the Contract, and will cooperate, assist, and consult with the State in the defense or investigation of any claim, lawsuit, or action made or filed against the State as a result of, or relating to, the Contractor's performance under this Contract.
- 10.6 This Section 10 shall survive termination of this Contract.

11. Non-Hiring of Employees

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

12. Disputes

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

13. Maryland Law

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

14. Nondiscrimination in Employment

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

15. Contingent Fee Prohibition

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

16. Non-Availability of Funding

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

17. Termination for Default

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

18. Termination for Convenience

The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract; provided, however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A(2).

19. Delays and Extensions of Time

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

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

20. Suspension of Work

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

21. Pre-Existing Regulations

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

22. Financial Disclosure

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

23. Political Contribution Disclosure

The Contractor shall comply with Md. Code Ann., Election Law Article, Title 14, which requires that every person that enters into a contract for a procurement with the State, a county, or a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more, shall, file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on or before: (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31. Additional information is available on the State Board of Elections website: http://www.elections.state.md.us/campaign_finance/index.html.

24. Documents Retention and Inspection Clause

The Contractor and subcontractors shall retain and maintain all records and documents relating to this Contract for a period of five (5) years after final payment by the State hereunder or any applicable statute of limitations or federal retention requirements (such as HIPAA), whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or designee, at all reasonable times. All records related in any way to the Contract are to be retained for the entire time provided under this section. In the event of any audit, the Contractor shall provide assistance to the State, without additional compensation, to identify, investigate, and reconcile any audit discrepancies and/or variances. This Section 24 shall survive expiration or termination of the Contract.

25. Right to Audit

- 25.1 The State reserves the right, at its sole discretion and at any time, to perform an audit of the Contractor's and/or subcontractor's performance under this Contract. An audit is defined as a planned and documented independent activity performed by qualified personnel including but not limited to State and federal auditors, to determine by investigation, examination, or evaluation of objective evidence from data, statements, records, operations and performance practices (financial or otherwise) the Contractor's compliance with the Contract, including but not limited to adequacy and compliance with established procedures and internal controls over the Contract services being performed for the State.
- 25.2 Upon three (3) Business Days' notice, the Contractor and/or any subcontractors shall provide the State reasonable access to their respective records to verify conformance to the terms of the Contract. The Department may conduct these audits with any or all of its own internal resources or by securing the services of a third party accounting or audit firm, solely at the Department's election. The Department may copy, at its own expense, any record related to the services performed and provided under this Contract.
- 25.3 The right to audit shall include any of the Contractor's subcontractors including but not limited to any lower tier subcontractor(s) that provide essential support to the Contract services. The Contractor and/or subcontractor(s) shall ensure the Department has the right to audit such subcontractor(s).
- 25.4 The Contractor and/or subcontractors shall cooperate with Department and Department's designated accountant or auditor and shall provide the necessary assistance for the Department or Department's designated accountant or auditor to conduct the audit.
- 25.5 This Section shall survive expiration or termination of the Contract.

26. Compliance with Laws

The Contractor hereby represents and warrants that:

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

27. Cost and Price Certification

- 27.1 By submitting cost or price information, the Contractor certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of the date of its Proposal.
- 27.2 The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date of its Proposal, was inaccurate, incomplete, or not current.

28. Subcontracting; Assignment

The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the prior written approval of the Procurement Officer, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the Procurement Officer; provided, however, that a Contractor may assign monies receivable under a contract after due notice to the State. Any subcontracts shall include such language as may be required in various clauses contained within this Contract, exhibits, and attachments. The Contract shall not be assigned until all approvals, documents, and affidavits are completed and properly registered. The State shall not be responsible for fulfillment of the Contractor's obligations to its subcontractors.

29. Liability

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

- 29.1 For infringement of patents, copyrights, trademarks, service marks, and/or trade secrets, as provided in Section 7 of this Contract;
- 29.2 Without limitation for damages for bodily injury (including death) and damage to real property and tangible personal property; and
- 29.3 For all other claims, damages, losses, costs, expenses, suits, or actions in any way related to this Contract, regardless of the form the Contractor's liability for third party claims arising under Section 10 of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section 10.

30. Commercial Nondiscrimination

- 30.1 As a condition of entering into this Contract, the Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described at Md. Code Ann., State Finance and Procurement Article, Title 19. As part of such compliance, the Contractor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, sexual identity, genetic information or an individual's refusal to submit to a genetic test or make available the results of a genetic test or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Contractor retaliate against any person for reporting instances of such discrimination. The Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. The Contractor understands that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of the Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

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

30.3 As a condition of entering into this Contract, upon the request of the Commission on Civil Rights, and only after the filing of a complaint against the Contractor under Md. Code Ann., State Finance and Procurement Article, Title 19, as amended from time to time, the Contractor agrees to provide within sixty (60) days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past four (4) years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth at Md. Code Ann., State Finance and Procurement Article, Title 19, and provide any documents relevant to any investigation that are requested by the State. Contractor understands that violation of this clause is a material breach of this Contract and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions.

31. Prompt Pay Requirements

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

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

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

- a. Retainage which had been withheld and is, by the terms of the agreement between the Contractor and subcontractor, due to be distributed to the subcontractor; and
- b. An amount withheld because of issues arising out of an agreement or occurrence unrelated to the agreement under which the amount is withheld.

31.3 An act, failure to act, or decision of a Procurement Officer or a representative of the Department, concerning a withheld payment between the Contractor and a subcontractor under this provision, may not:

- a. Affect the rights of the contracting parties under any other provision of law;
- b. Be used as evidence on the merits of a dispute between the Department and the contractor in any other proceeding; or
- c. Result in liability against or prejudice the rights of the Department.

31.4 The remedies enumerated above are in addition to those provided under COMAR 21.11.03.13 with respect to subcontractors that have contracted pursuant to the Minority Business Enterprise (MBE) program.

31.5 To ensure compliance with certified MBE subcontract participation goals, the Department may, consistent with COMAR 21.11.03.13, take the following measures:

- a. Verify that the certified MBEs listed in the MBE participation schedule actually are performing work and receiving compensation as set forth in the MBE participation schedule. This verification may include, as appropriate:

- i. Inspecting any relevant records of the Contractor;
- ii. Inspecting the jobsite; and
- iii. Interviewing subcontractors and workers.

Verification shall include a review of the:

- i. The Contractor's monthly report listing unpaid invoices over thirty (30) days old from certified MBE subcontractors and the reason for nonpayment; and
 - ii. The monthly report of each certified MBE subcontractor, which lists payments received from the Contractor in the preceding thirty (30) days and invoices for which the subcontractor has not been paid.
- b. If the Department determines that the Contractor is not in compliance with certified MBE participation goals, then the Department will notify the Contractor in writing of its findings, and will require the Contractor to take appropriate corrective action. Corrective action may include, but is not limited to, requiring the Contractor to compensate the MBE for work performed as set forth in the MBE participation schedule.
 - c. If the Department determines that the Contractor is in material noncompliance with MBE contract provisions and refuses or fails to take the corrective action that the Department requires, then the Department may:
 - i. Terminate the contract;
 - ii. Refer the matter to the Office of the Attorney General for appropriate action; or
 - iii. Initiate any other specific remedy identified by the contract, including the contractual remedies required by any applicable laws, regulations, and directives regarding the payment of undisputed amounts.
 - d. Upon completion of the Contract, but before final payment or release of retainage or both, the Contractor shall submit a final report, in affidavit form under the penalty of perjury, of all payments made to, or withheld from, MBE subcontractors.

32. Living Wage

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

33. Use of Estimated Quantities

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

34. State Project Manager and Procurement Officer

The work to be accomplished under this Contract shall be performed under the direction of the State Project Manager. All matters relating to the interpretation of this Contract shall be referred to the Procurement Officer for determination.

35. Notices

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

If to the State: (name of Procurement Officer)
Procurement Officer
(address and contact information for Procurement Officer)

If to the Contractor: _____

36. Parent Company Guarantee

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

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

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

38. Compliance with HIPAA and State Confidentiality Law

38.1 The Contractor acknowledges its duty to become familiar and comply, to the extent applicable, with all requirements of the federal Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. §§ 1320d et seq., and implementing regulations including 45 C.F.R. Parts 160 and 164. The Contractor also agrees to comply with the Maryland Confidentiality of Medical Records Act (MCMRA), Md. Code Ann. Health-General §§ 4-301 et seq. This obligation includes:

- (a) As necessary, adhering to the privacy and security requirements for protected health information and medical records under HIPAA and MCMRA and making the transmission of all electronic information compatible with the HIPAA requirements;
- (b) Providing training and information to employees regarding confidentiality obligations as to health and financial information and securing acknowledgement of these obligations from employees to be involved in the contract; and
- (c) Otherwise providing good information management practices regarding all health information and medical records.

- 38.2 If in connection with the procurement or at any time during the term of the Contract, the Department determines that functions to be performed in accordance with the scope of work set forth in the solicitation constitute business associate functions as defined in HIPAA, the Contractor acknowledges its obligation to execute a business associate agreement as required by HIPAA regulations at 45 C.F.R. 164.501 and in the form required by the Department.
- 38.3 “Protected Health Information” as defined in the HIPAA regulations at 45 C.F.R. 160.103 and 164.501, means information transmitted as defined in the regulations, that is: individually identifiable; created or received by a healthcare provider, health plan, public health authority, employer, life insurer, school or university, or healthcare clearinghouse; and related to the past, present, or future physical or mental health or condition of an individual, provision of healthcare to an individual, or past, present, or future payment for the provision of healthcare to an individual. The definition excludes certain education records as well as employment records held by a covered entity in its role as employer.
- (b) Providing training and information to employees regarding confidentiality obligations as to health and financial information and securing acknowledgement of these obligations from employees to be involved in the contract; and
 - (c) Otherwise providing good information management practices regarding all health information and medical records.
- 38.2 Based on the determination by the Department that the functions to be performed in accordance with the scope of work set forth in the solicitation constitute business associate functions as defined in HIPAA, the Contractor shall execute a business associate agreement as required by HIPAA regulations at 45 C.F.R. 164.501 and in the form as required by the Department.
- 38.3 “Protected Health Information” as defined in the HIPAA regulations at 45 C.F.R. 160.103 and 164.501, means information transmitted as defined in the regulations, that is individually identifiable; that is created or received by a healthcare provider, health plan, public health authority, employer, life insurer, school or university, or healthcare clearinghouse; and that is related to the past, present, or future physical or mental health or condition of an individual, to the provision of healthcare to an individual, or to the past, present, or future payment for the provision of healthcare to an individual. The definition excludes certain education records as well as employment records held by a covered entity in its role as employer.

39. Hiring Agreement

- 39.1 The Contractor agrees to execute and comply with the enclosed Maryland Department of Human Services (DHS) Hiring Agreement (Attachment O). The Hiring Agreement is to be executed by the Offeror and delivered to the Procurement Officer within ten (10) Business Days following receipt of notice by the Offeror that it is being recommended for contract award. The Hiring Agreement will become effective concurrently with the award of the contract.
- 39.2 The Hiring Agreement provides that the Contractor and DHS will work cooperatively to promote hiring by the Contractor of qualified individuals for job openings resulting from this procurement, in accordance with Md. Code Ann., State Finance and Procurement Article §13-224.

40. Limited English Proficiency

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

41. Miscellaneous

- 41.1 Any provision of this Contract which contemplates performance or observance subsequent to any termination or expiration of this Contract shall survive termination or expiration of this Contract and continue in full force and effect.
- 41.2 If any term contained in this Contract is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such term shall be severed from this Contract, and the remaining terms contained herein shall continue in full force and effect, and shall in no way be affected, prejudiced, or disturbed thereby.

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

CONTRACTOR

STATE OF MARYLAND
DEPARTMENT OF HUMAN SERVICES

By: _____

By: Rebecca Jones Gaston, MSW
Executive Director
Social Services Administration

Or designee:

Date

PARENT COMPANY (GUARANTOR) (if applicable)

By: _____

By: _____

Date _____

Date

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

Assistant Attorney General

APPROVED BY BPW: _____

(Date)

(BPW Item #)

ATTACHMENT N – CONTRACT AFFIDAVIT

A. AUTHORITY

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

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

I FURTHER AFFIRM THAT:

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

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

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

Name and Department ID

Number: _____ Address: _____

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

Name and Department ID

Number: _____ Address: _____

C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a contract for a procurement with the State, a county, or a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more, shall file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on or before: (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31.

E. DRUG AND ALCOHOL FREE WORKPLACE

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

I CERTIFY THAT:

(1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.

(2) By submission of its Proposal, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:

(a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;

(b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;

(c) Prohibit its employees from working under the influence of drugs or alcohol;

(d) Not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

(e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;

(f) Establish drug and alcohol abuse awareness programs to inform its employees about:

- (i) The dangers of drug and alcohol abuse in the workplace;
- (ii) The business's policy of maintaining a drug and alcohol free workplace;
- (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
- (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

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

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

- (i) Abide by the terms of the statement; and
- (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

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

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

- (i) Take appropriate personnel action against an employee, up to and including termination; or
- (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

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

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

(4) I acknowledge and agree that:

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

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

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

F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Proposal Affidavit dated _____, 201____, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

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

Date: _____

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

_____ (signature of Authorized Representative and Affiant)

ATTACHMENT O – DHS HIRING AGREEMENT

Agency Control Number

**MARYLAND DEPARTMENT OF HUMAN SERVICES
HIRING AGREEMENT**

This Hiring Agreement (“Agreement”) is effective this _____ day of _____, _____ and is entered into by and between the Maryland Department of Human Services (“Department”) and _____ (the “Contractor”) pursuant to State Finance Procurement Article, § 13-224, Annotated Code of Maryland, arising out of a Contract for services between Contractor and _____ (“Entity”), contract number _____ (“Procurement Contract”).

WITNESSETH:

WHEREAS, the Department has identified the Procurement Contract as eligible for execution of this Agreement; and,

WHEREAS, the Contractor and the Entity, have discussed and reviewed an inventory of job openings that exists or the Contractor is likely to fill during the term of the Procurement Contract in the State of Maryland; and

WHEREAS, the Contractor, Department and the Entity have discussed and reviewed the job descriptions, locations, and skill requirements for those positions; and

WHEREAS, the Department and the Entity have identified and discussed with the Contractor the workforce related benefits and support services available to the Contractor as a result of the Agreement including:

- Medicaid coverage for the employee and the employee’s dependents for up to one year after placement in the job;
- Maryland Children’s Health Program (MCHP) medical coverage for the employee’s dependents after one year of employment for as long as eligibility is met;
- Food Stamps for the employee and the employee’s dependents for as long as eligibility requirements are met;
- Child Care subsidies for the employee’s dependents for up to one year after employment as long as eligibility requirements are met;
- Transportation subsidies for the employee for a period of time after employment;
- Other Retention services including counseling on an as needed basis; and
- Assistance with claiming tax credits for hiring Candidates.

WHEREAS, the Contractor and Department agree to work cooperatively to develop responses to the workforce development requirements faced by the Contractor and to promote the hiring of the Department’s current and former Family Investment Program (“FIP”) recipients, their children, foster youth, and child support obligors (“Candidates”) by the Contractor.

NOW THEREFORE, upon valuable consideration received, the Contractor and the Department specifically agree as follows:

A. The CONTRACTOR shall:

1. Notify the Department of all job openings that exist or result from the Procurement Contract.
2. Declare the Department the “first source” in identifying and hiring Candidates for those openings.
3. Work with the Department to develop training programs that will enable Candidates to qualify for and secure employment with the Contractor.
4. Give first preference and first consideration, to the extent permitted by law and any existing labor agreements, to Candidates the Department refers.
5. Agree to give Candidates referred to the Contractor by the Department priority in the filling of a job opening so long as the Candidate meets the qualifications of the position and the Department refers qualified Candidates within three (3) Business Days.
6. Submit biannual reports (for the duration of the Contract) listing the number of all job openings and the total number of individuals interviewed and hired under the Procurement Contract. The report shall also include feedback regarding the disposition of referrals made, to include an explanation of why any such Candidate was not hired or considered qualified.
7. Designate this individual to be the specific contact person:

Name

Address

Telephone #

Fax #

e-Mail

who will:

- provide additional information regarding ‘first source’ jobs and clarify their requirements;
- receive Department referrals, and
- provide feedback to a Department account representative upon request regarding the dispositions of those referrals as well as the progress/employment status of those Candidates hired by the Contractor.

B. The Department will designate an account representative who will:

1. Process all the Contractor’s job notices in accordance with this “Agreement.”
2. Refer screened and qualified Candidates to the Contractor’s designated contact person.
3. Make referrals in a timely manner, that is, within three (3) Business Days after receiving the Contractor’s job opening notices.
4. Assist in the development of any mutually agreed upon training and/or internship programs that will better prepare Candidates for employment with the Contractor.

5. Provide follow-up and post hire transitional/supportive services, (e.g. Medicaid, MCHP, Food Stamps, child care, transportation, retention counseling, and access to tax credits) as necessary and appropriate.
6. Insure that the Contractor is advised of available subsidies and provide any assistance to the Contractor to obtain those subsidies.
7. Report the Contractor to the procurement Entity if the Contractor does not fulfill its responsibilities in accordance with this Agreement.
8. Review and evaluate the effectiveness of this undertaking with the Contractor and make modifications as necessary and appropriate.

C. DISCLAIMERS

Nothing in this Agreement shall cause the Contractor, except as explicitly provided in Section A above, to alter existing hiring practices or to hire an individual into a position for which he/she is not qualified.

D. NON-DISCRIMINATION

The Contractor agrees that there shall be no discrimination against any employee or Candidate for employment because of race, color, sex, religion, national origin, age, sexual preference, disability or any other factor specified in Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1983 and subsequent amendments and that they will comply with all other pertinent federal and State laws regarding discrimination.

E. MARYLAND LAW PREVAILS

The place of performance of this Agreement shall be the State of Maryland. This Agreement shall be construed, interpreted, and enforced according to the laws and regulations of the State of Maryland, including approval of the Board of Public Works where appropriate.

F. EFFECTIVE DATE

This Agreement shall take effect on the date of the aforementioned Procurement Contract, which is for the period _____ through _____, and it shall remain in effect for the duration of the Procurement Contract, including any option periods or extensions.

IN WITNESS, WHEREOF, the Contractor and the Department have affixed their signatures below:

FOR THE CONTRACTOR:

FOR THE DEPARTMENT

SIGNATURE

SIGNATURE

TITLE

Hiring Agreement Coordinator
TITLE

DATE

DATE

ATTACHMENT P – RCC PROGRAM SERVICES FORM

RCC PROGRAM SERVICE FORM

Please use a separate form for each Program, Geographical Region and Site Location you propose serving

Offeror's Name: _____
(Must use your complete legal name as registered with SDAT)

Address: _____

Contact Name: _____

Telephone Number: _____

Is this a "new program"? Check all that apply (see RFP Appendix 1, #42).

- Recently licensed, not formally held a Rate with the IRC or MSDE, and/or
- Responding to DHR RCC RFP in category not previously served , with significant differences in the LOI from the previous fiscal year.

Please check the box next to the Program you propose serving. Check only one Program per form. If you intend serving multiple Programs, complete a separate form for each Program.

- High Intensity Group Home (DD)
- Diagnostic Evaluation & Treatment Program (DETP)
- High Intensity Group Home Program (ST)

Indicate the site location (Group Home name - if applicable, and address) and Geographical Region (County) where the RCC service checked above will be provided. If you have multiple site locations providing the same Program services, complete a separate form for each site location. If the Group Home does not have a separate or distinct name from above, type "N/A". If the Group Home is located at the same address as above, type "same as above". In all cases, provide the Geographical Region (County).

Group Home Legal Name: _____

Address: _____

County: _____

Indicate the number of beds at this site location by age of children to be served and gender:

# of Beds: _____	Age of Children/Youth: _____	Males: _____
# of Beds: _____	Age of Children/Youth: _____	Females: _____
# of Beds: _____	Age of Children/Youth: _____	Transgender: _____

Total Number of Beds at this Site Location: _____

Name and Title of Person Authorized to Bind Services and Statements

Signature of Person Authorized to Bind Services and Statements

Date

ATTACHMENT R – ANNUAL AUDIT REPORT REQUIREMENTS

ANNUAL AUDIT REPORT REQUIREMENTS

The audit submitted must be expanded to include procedures that give assurances of program integrity, compliance with applicable laws and regulations, and the propriety of use of funds. It must contain all of the following:

- Statement that the Generally Accepted Accounting Principles and the Generally Accepted Auditing Standards established by the American Institute of Certified Public Accountants was followed.
- External Independent Auditor’s Opinion Statement on Financial Statements.
- Report on Compliance and Internal Control.
- Comments on Prior Audit findings and completion of Corrective Actions, if applicable.
- Financial Statements
 1. Classified Balance Sheet(s) (Statements of Financial Position);
 2. Statement of Revenues and Expenses (Statements of Activities);
 3. Statement of Cash Flow;
 4. Statement of Functional Expenses
 - a. Program
 - b. Support
 5. Notes to the Financial Statements
- Schedules
 1. Schedule of cash receipts and disbursements for all identified programs;
 2. Schedule of comparison of budgeted expenses to actual expenses;
 3. Schedule of computation of rate determination for actual cost of care per month;
 4. Schedule of comparison of payment rate to actual rate from 3 herein; and
 5. Schedule of determination of overpayment and underpayment per service function.

For Contractors having more than one contract with SSA, discrete Financial Statements and Other Schedules must be provided for each contract, i.e., there must be an audit of each entity as well as a separate accounting for each SSA- funded program. Contractor having contracts with other units of DHS or other Executive Departments of the State of Maryland, other States, Federal sources, etc., must list each source of revenue, amount of contract, services provided, etc., separately.

The annual audit report of the Contractor’s financial records must be submitted from an independent certified public accountant to the Social Services Administration, 311 W. Saratoga Street, 5th Floor, Baltimore, MD 21201, Attn: Audit Coordinator, and the Office of the Inspector General, 1525 N. Calvert Street, 7th Floor, Baltimore, MD 21201, in the format specified by December 2, 2018. Submission of this report to another party does not fulfill this requirement.

ATTACHMENT S – DHS PRIVATE CONTRACTOR ANNUAL REPORT

State Fiscal Year 2018 - July 1, 2017 to June 30, 2018

Department of Human Services - Private Contractor Annual Report

Submit to Social Services Administration by December 2 of Each Year for the Prior Fiscal Year

Agency:		Program:	
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Section I. Demographics of DHS Youth Served (Answers reflect ONLY DHS Children & Youth)

1a. Fiscal Year Total Admissions:		(actual number);
1b. Total Discharges:		(actual number);
1c. Number of Rejections:		(actual number);
1d. Number of Ejections:		(actual number);

2a. Racial Breakdown:					
Asian	#	__,	%	__;	
Black/African American	#	__,	%	__;	
White	#	__,	%	__;	
American Indian or Alaskan Native	#	__,	%	__;	
Pacific Islander or Native Hawaiian	#	__,	%	__;	
Unable to Determine	#	__,	%	__;	

2b. Ethnic Breakdown of Admissions:					
Hispanic	#	__,	%	__;	
Non-Hispanic	#	__,	%	__;	
Unable to Determine	#	__,	%	__;	

Note: Self-identification or self-reporting is the preferred method of gathering information on race and ethnicity (note: children of Hispanic origin may be of any race). The child (if old enough) should be asked, or the information should be obtained from the child’s family members. “Unable to determine” should only be used if there is no one who can provide the information or if the child/family refuses to provide it.

3. Age at Admission:	0-5	#	__,	%	__;	6-10	#	__,	%	__;
	11-15	#	__,	%	__;	16-18	#	__,	%	__;

		Over 18	#__,	%__;	
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4. Gender of Admission:	male	#__,	%__;	female	#__,	%__;
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5. Previous Placements:	higher	#__,	%__;	lateral	#__,	%__;
	lower	#__,	%__;			

Previous placement refers to the immediate placement prior to admission into your program. A lateral move refers to movement from one program into another of the same type. Based on the following continuum:

(Highest level of care) Psychiatric Hospitalization - Residential Treatment Center (RTC) - Therapeutic Group Home - Large Group Home or Small Group Home - Alternative Living Unit - Treatment Foster Care - Semi independent living - Independent living - Regular Foster Care - Shelter Care - Kinship Care - Biological Family Home **(Least restrictive level of care)**

6a. Racial Breakdown of Discharges (see question 2 above):					
Asian	#__,	%__;	Black/African American	#__,	%__;
White	#__,	%__;	American Indian or Alaskan Native	#__,	%__;
Pacific Islander or Native Hawaiian	#__,	%__;			
Unable to Determine	#__,	%__;			

6b. Ethnic Breakdown of Discharges:					
Hispanic	#__,	%__;	Non-Hispanic	#__,	%__;
Unable to Determine	#__,	%__;			

7. Age at Discharge:	0-5	#__,	%__;	6-10	#__,	%__;
	11-15	#__,	%__;	16-18	#__,	%__;
	Over 18	#__,	%__;			

8. Gender of Discharges:	male	#__,	%__;	Female	#__,	%__;
---------------------------------	-------------	------	------	---------------	------	------

9 Placements of Discharges (Use same scale as shown in 6 above) :	
--	--

	Higher	#__,	%__;	Lateral	#__,	%__;
	Lower	#__,	%__;			

10. Length of Placement :					
0 - 3 Months	#__,	%__;	3 Months – 1 Year	#__,	%__;
1 Year – 18 Months	#__,	%__;	Over 18 Months	#__,	%__;

Section II. Outcomes of DHS Youth Served

Safety Outcome: Children shall be protected and safe from abuse and harm.

1. Safety Indicator: Of all children and youth in your program during the period under review what **number and percentage**, if any, were the subjects of substantiated or indicated maltreatment by a foster parent or agency staff?

Number:		Percentage:	
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2. Safety Indicator: Of all the children and youth in your program during the period under review, what **number and percentage**, were the subjects of critical incident reports involving physical harm to them from any source?

Number:		Percentage:	
---------	--	-------------	--

Permanence Outcome: Children will have permanence and stability in their living situations.

Permanence Indicator: Of all the children and youth discharged from your program during the period under review, what **number and percentage** were reunified with their family **or placed in adoptive homes** within 24 months **following** the time of removal from **their** home.

Number:		Percentage:	
---------	--	-------------	--

Well-being Indicators:	# of runaways __,	# of critical incidents __,
# of school aged children enrolled in school __,		
# of children receiving supportive services according to the case plan __,		

Section III. (Optional) Ranking Your Program Strengths and Issues Confronted

Use additional sheets as needed.

Place in rank order the five greatest achievements/successes of your program during the past year.

(a = greatest achievement your program experienced during the past year.)

a.	
b.	
c.	
d.	
e.	

Place in rank order the five greatest problems your program has faced during the past year and **what have you done about them?** (a = greatest problem your program faced.)

a.	
b.	
c.	
d.	
e.	

Please note any program changes and/or expansion impacting your program. (Use additional pages if needed.)

ATTACHMENT T – EXAMPLE OF PERFORMANCE RATING FOR AWARDING CONTRACTS

Attachment T (Example of Performance Rating for Awarding Contracts) is an Excel spreadsheet and is included as a separate attachment to this SON/RFP.

ATTACHMENT T-1 – EXAMPLE OF QUARTERLY PERFORMANCE RATING



Residential Care Centers Group Home
Performance Report
SFY 2018 Quarter 1

MDCOrgID: 5001000 John Doe Place, Inc. 7/1/17

MDCPrvID: 50010001 John Doe Place, Inc. Version: 1

ProvProg: John Doe Place, Inc. #1

Street: 4000 ABC AVE

City: Baltimore

State: MD

Zip: 21207

Juris: Baltimore City

CntrctID : SSA/SONGH-18-001-S

ContType: Therapeutic Group Home

Male Beds: 12

Female Beds:

Total Beds: 12

Indicators			Score
Staff Security:	Yes		30
Maltreatment:	No		20
License Sanction:	No		20
SSA Hotlist:	No		5
SSA Fiscal Audit:	100%		15
CANS Compliance:	100%		10
RCC Incentive Points:	50%		10
Your Total Score:			110
Minimum Score:			50.58
Your Status:			MET

Version History:

Terms: MDCOrgID:
CntrctID:

Indicators:

Staff Security:	MDCHESSIE Organization ID	MDCPrvID: MDCHESSIE Provider ID	ProvProg: Program Name
Maltreatment:	DHR Contract Number	ContType: Contract Type	
License Sanctions			
SSA Hotlist	(30 Pts) Timely submission of Staff roster and background checks prior to hire employee hire date during report quarter		
SSA Fiscal Audit	(20Pts) No indicated findings of child maltreatment by RCC staff member during quarter prior to report quarter		
CANS Compliance	(20Pts) No license sanction for agency program during report quarter		
RCC Incentive Points:	(5Pts) RCC not placed on SSA Hot List during report quarter		
	(20Pts) On-time submission=100% of points; Less than 1 month submission=75%; Over 1 month submission=50%; No submission=0%		
	N/A		
	(20 Pts) Good Placement Changes Percent of exits to less restrictive placement setting or to good exit from foster care (reunification, guardianship, adoption)		

ATTACHMENT U – CRIMINAL BACKGROUND CHECK AFFIDAVIT

AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

I hereby affirm that _____ (Contractor) has complied with Section 3.2.1 Criminal Background Check requirements of the Department of Human Services Diagnostic and Evaluation Treatment Program (DETP) and High Intensity (HI) Residential Child Care (RCC) Programs Statement of Need/Request for Proposals.

I hereby affirm that _____ (name of Contractor) has provided _____ (name of Agency) with a summary of the security clearance results for all of the candidates that will be working on Contract Number _____, entitled Diagnostic and Evaluation Treatment Program (DETP) and High Intensity (HI) Residential Child Care (RCC) Programs (title of Solicitation) and all of these candidates have successfully passed all of the background checks required under Section _____ of the Contract. The Contractor hereby agrees to provide security clearance results for any additional candidates at least seven (7) days prior to the date the candidate commences work on this Contract.

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

Name of Contractor

Printed Name of Affiant

Signature

Date

ATTACHMENT V – FINANCIAL INCIDENT REPORT

**FINANCIAL INCIDENT REPORT
Agency Control # SSA/SONGH-18-001-S**

Name of Agency: _____

I attest that the information given below is true and accurate. I understand that the failure to provide notice of the following financial issues could result in (a) a corrective action plan; (b) suspension of placements; (c) removal of placements, if applicable; or (d) a revocation of licensure, if applicable.

_____ Date: _____
(Executive Director’s Signature)

_____ Date: _____
(Program Administrator’s Signature)

In the last 6 months, between _____ (month/year) and _____ (month/year), has the above-named agency experienced any of the following financial issues?

Financial Issue	Yes	No
Example Only: Bankruptcy filing		X
Bankruptcy filings (includes parent company and subsidiaries). Please specify.		
Tax liens from the local jurisdiction in which the agency is located, the State of Maryland, or the Internal Revenue Service		
Receipt of a going concern, adverse, disclaimer, or qualified audit opinion during an annual audit of financials conducted by a Certified Public Accountant (CPA)		
Receipt of a liability offset notice from the Comptroller of Maryland or the Maryland Department of Human Resources		
Receipt of a cancellation notice for an insurance policy the agency is obligated under DHR-contract or COMAR to maintain		
Payroll, corporate, unemployment, or any other state or federal taxes more than 30 days in arrears		
Lease or rent payments more than 30 days in arrears		
Any other adverse financial issues directly related to the agency’s fiscal solvency or to compliance with the financial standards established in the agency’s contract with DHR or by COMAR		

If you responded “YES” to any of the above, please attach relevant documentation (e.g., tax lien notice). Also attach any plans the agency has to remediate any issues identified through this form.

Note: DHR expects all agencies licensed by or under contract with DHR to report bankruptcy filings to the Office of Licensing and Monitoring or the Social Services Administration Contracts Unit within 24 hours of the filing. All agencies must also report the presence or absence of a bankruptcy filing in this periodic report.

APPLICATION OUTLINE FOR INITIAL LICENSURE

**Residential Child Care Program License
Office of Licensing and Monitoring
Department of Human Services
311 W. Saratoga Street
Baltimore MD 21201**

I. Identification

- A. Name of Facility
- B. Address of Facility (mailing address and personal address if appropriate)
- C. Name and Title of Primary Contact
- D. Phone Number
- E. Fax Number
- F. Children Using Facility:
 - 1. Capacity
 - 2. Age Range
 - 3. Sex
- G. Admissions Criteria (Please describe the types of child behavior and physical problems your program is designed to treat.)

Please Note: Each residential child care program shall furnish the social Services Administration with a written report within 48 hours in the event that any of the following occur:

- 1. suspected child abuse*
 - 2. serious injuries requiring hospitalization*
 - 3. deaths*
 - 4. critical incidents: any occurrence which threatens the welfare, safety or health of any resident in the residential program, such as infectious disease outbreaks or food poisoning.*
-

The following outline is suggested for your use. It is intended to be used with Code of Maryland Regulations 14.31.02, 04-.07.

Documentation appended for Approval:

- A. Program Plan
- B. Statements of health reports on staff including adequacy to care for children
- C. Menu Plan and Report of Nutritional consultant
- D. Copies of publicity and Brochures
- E. Report of Public Health Authority
- F. Report of Public Fire Authority
- G. Letters and/or other Documentation indicating Need for Proposed Program
- H. Description of Facility, including a diagram of facility with area use identified, its location (please includes map and/or directions to the location from the SSA office), and zoning status.
- I. Administrative Requirements
 1. Copy of Incorporation Papers and documentation that the incorporation is current;

2. Names, addresses, and phone numbers of advisory board members (please indicate the group each board member represents: for example, the community surrounding the facility, the ethnic group from which a large number of the presidents are expected to come, etc.);
3. Criminal Background Checks and Child Protective Service Clearances for Board Members;
4. A description of the functions of board; provision for rotation; attendance requirements; number of meetings per year;
5. A copy of the annual audit (please indicate name of auditor);
6. A copy of the current by-laws;
7. Copies of the minutes of the board for the last year;
8. Any needed explanation of a possible conflict of interest by board members;
9. A copy of the required insurance coverage;
10. A description of methods for assuring confidentiality of all records
11. A description of the financial structure, budget process, and plan for meeting fiscal emergencies
12. Documentation of funds available to cover operating expenses until first payment is received from the State agency

Staff

- A. Submit a detailed table of organization which includes:
 1. Administrative staff
 2. Professional staff
 3. Child care staff
 4. Clerical staff
 5. Maintenance staff
 6. Any other staff
- B. Plans for staff training: include number of hours of training per year for each staff member and topics to be covered.
- C. Working hours of child care staff. Describe the pattern of rotation to provide 24 hour coverage, indicating the number of hours expected without relief.

- D. Copies of required degrees, licenses and resumes and letter of appointment by Board of chief executive officer. The application will not be examined without documented appointment of a qualified chief executive officer.
- E. Copies of required degrees, licenses and resumes for any child care staff, human service professionals, medical staff and nutritional staff who have been hired.
- F. Personnel Procedures
 - 1. Application form
 - 2. Medical form
 - 3. Criminal Background Check
 - 4. Child protective services check
 - 5. Performance Evaluation form
 - 6. References
 - 7. Disciplinary and commendation policy
 - 8. Motor vehicle policy
 - 9. Discipline and control of children form for employee's signature
 - 10. Policy on personnel access
 - 11. Policy on retention of personnel files
- G. Employee Duties and Qualifications
 - 1. Chief Executive Officer
 - 2. Child care staff
 - 3. Human Service Professionals
 - 4. Other professional service providers
 - 5. Volunteers and student interns

IV. Physical Plant

Fire, health, zoning
Radon, Asbestos
License display
Exterior and Grounds
Living Areas
Sleeping areas
Bathrooms

Kitchen and Dining
Counseling and administrative areas
Furnishings
Doors and Windows
Electrical
Heat
Ventilation
Water

V. Emergency Preparedness and General Safety Practices

Maryland Emergency Management Association (MEMA) requires each residential child care facility to create procedures that would be enacted in case of a man-made or natural emergency.

VI. Transportation: Describe transportation used for children, insurance, and qualifications of drivers

VII. Write a comprehensive placement policy statement using COMAR as a guide, which includes a description of the following:

- A. Treatment Modality (name and describe)
- B. Religious Activity
 - 1. Required or elected
 - 2. Choice of affiliation
 - 3. On-campus participation
 - 4. Extent of required participation
- C. Family Involvement
 - 1. During admission process
 - 2. During placement process
 - 3. During placement
 - a. Visitation provision on campus and home
 - b. Expectations of family involvement in treatment
 - c. Extent of family contribution to child’s financial need
 - 5. At discharge
 - 6. After discharge
 - 7. Mail
 - 8. Phone access

D. Daily Routines

1. Written plan
2. Daily routines

E. Child grievance

1. Explained to child
2. Documentation

F. Basic Life Needs

1. Structured plan of care
2. Food and nutrition

G. Allowances and other monies

1. Payment (identify the person by title who makes payment)
2. Basis for payment decision
3. Allowable amount
4. Budgeting responsibility
5. Describe flow of responsibility, by title, for funding decision
6. Disposition of resident's outside income
7. Provision for savings by residents

H. Clothing and other personal belongings

1. Involvement of child
2. Policy on donated clothing
3. Protection of personal belongings
4. Limitations
5. Policy on belongings at discharge
6. Describe financial responsibility for purchase of clothing

I. Personal Hygiene Standards

J. Sleep

1. Routines
2. Hours
3. Access to staff and awake staff policy

K. Services

1. General

2. Education
3. Recreation and leisure

L. Life Skill training

1. Access to community
2. Conflict resolution
3. Time management
4. Other required training
5. Reasonable Privacy

M. Work experience

1. Time frame
2. Work readiness
3. Use as substitute for child care
4. Compliance with federal and State law
5. Variety
6. Child legally not attending school

N. Health Care and Medical Care

1. Written plan
2. Authorization from parent
3. Authorization for emergencies
4. Licensed medical personnel
5. Acute illness
6. Hospitalization
7. Child's health record
8. Health care services
9. Dental care
10. Dental examinations
11. Immunization
12. Physical examination
13. Administering, dispensing, prescribing, and procuring medication
14. Newly admitted child
15. Documentation of administered medication
16. Review of all medication
17. Medication errors or drug reactions
18. Medication storage
19. Outdated or discontinued prescription drugs and other medications
20. Use of medication for control, experimentation, or research

21. Emergency health services
22. Communicable diseases
23. Suicide prevention

O. Child Abuse and Neglect

1. Written policy
2. Notification
3. Prevention from making report
4. Cooperation
5. Written reports to SSA
6. Signature acknowledging receipt of policy by all employees
7. Posting of reporting telephone number

P. Discipline

1. Written discipline policies and procedures
2. Authorized staff by staff title
3. Physical and verbal abuse
4. Delegation of discipline by staff title
5. Prohibited disciplines

Q. Absence Without Leave of a Child

1. Written policy
2. Return of child
3. Child does not return within 24 hours
4. Notification of law enforcement and SSA

R. Admission

1. Written Policies
2. Individuals involved
3. Documentation
4. Nondiscrimination
5. Evaluation
6. Parent notification
7. Self admission
8. Out-of-State admission
9. Interstate Compact
10. Social history
11. Educational history
12. Health history
13. Medical insurance

14. Emergency phone numbers
15. Guardianship or custodial papers
16. Permanency plan
17. Authorizations
18. Decision to Placement agency
19. Examination on admission

S. Individual Service Plan

1. Preliminary assessment
2. Development of individual service plan
3. Needs of child
4. Review and update
5. Behavior Plan

T. Discharge

1. Destination of child after discharge
2. Unmet continuing needs
3. Designated contact
4. Discharge summary
5. Prior notice

U. Reports and Records

1. Any occurrence that could endanger child or require removal
2. Death of child
3. Hospitalization of child
4. Critical incident reports
5. Involvement of law enforcement, fire, or other emergency services
6. Allow SSA to review all documents
7. Individual case records
8. Health records
9. Confidentiality of records
10. Maintenance of records

V. Program Planning, Evaluation, and Quality Improvement

1. Written mission
2. Goals & Objectives
3. Periodic Review
4. Correction Plan
5. Quality Improvement Plan

VIII. Shelter Care Programs

Time frames

Medical care examination

Medical history Information regarding problems of child

Location of parent

Legal status

Awake staff

IX. Residential Educational Facilities Medical Documentation

A. Staff medical requirements

B. Licensee Documentation

C. Child Abuse and Neglect Reporting

4. X. Medically Fragile Children

A. Staffing

B. Physical Plant

C. Emergency Medical and Management Plans

5. XI. Developmental Disabilities

A. Standing Committee

B. Standing Committee Composition

C. Meeting Schedule

D. Policies and Procedures

XII. Pregnant Adolescents

- A. Prenatal Care
- B. Delivery of Child
- C. Medical Record
- D. Dental Examination
- E. Pediatric Services
- F. Day Care

XIII. Mother-Infant

- A. Licensed Physician
- B. Space, Table, Plumbing
- C. Competent Instruction
- D. Education
- E. Day Care
- F. Human Sexuality
- G. Separate bed for infant after 6 months
- H. EPSDT
- I. Required Immunizations
- J. Training

The licensed agency is expected to keep the Office of Licensing and Monitoring informed of changes which would affect the way the residential child care program qualifies for approval. The licensed agency is expected to provide the Office of Licensing and Monitoring annually with the required reports, information and changes in board of directors membership, a copy of the operating budget for the current year, the financial report for the prior year and the annual audit. Fire safety and sanitation reports are required annually. Any change in address of the offices must be approved by the Office of Licensing and Monitoring before the move takes place. Any change in the chief executive officer's identity must be presented to the Office of Licensing and Monitoring at least 48 hours in advance of the change.

I hereby certify that the above information is true and correct.

Signature: _____

Title: _____

Date: _____

Office of Licensing and Monitoring, August 7, 2017

APPENDIX 1

Abbreviations and Definitions

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

1. **Abuse**
The physical or mental injury of a child under circumstances that indicate that the child's health or welfare is harmed or at substantial risk of being harmed by: a parent or other individual who has permanent or temporary care or custody or responsibility for supervision of a child; or any household or family member under circumstances that indicate that the child's health or welfare is harmed or at substantial risk of being harmed.
2. **Awake Staff**
Those persons employed at the RCC facilities that are required to maintain a state of alertness during their shift of duty to ensure safety and well being of children.
3. **Award**
The transmission by the procurement agency, after all required approvals have been obtained: of (a) the executed contract; or (b) written notice of award to the successful Offeror. COMAR 21.01.02.01.B (8).
4. **Behavior Management Plan or "Behavior Treatment Plan"**
A written document that proactively targets the specific problematic behaviors of a child, and identifies positive interventions, strategies, and supports in the RCC setting developed by a trained professional in Behavioral Management.
5. **Board of Public Works (BPW or Board)**
The State BPW consists of the Governor, the State Treasurer and the State Comptroller. The Board must approve all State Contracts where the dollar amount is \$200,000.00 or greater.
6. **Business Day(s)**
The official working days of the week to include Monday through Friday. Official working days exclude State Holidays (see definition of "Normal State Business Hours" below).
7. **Case Worker**
An individual employed by the Local Department of Social Services (LDSS) assigned to a child placed in foster care. The case worker is responsible for the development and implementation of a case/service/treatment plan to meet the child's permanency goal and works in collaboration with the Contractor to ensure the individual needs of the child are being met through the prompt and effective delivery of services to fulfill the child's plan.
8. **Certificate of Need (CON)**
Documentation required from a sending facility (facility where child is currently placed and that is requesting an evaluation/assessment) to be provided to the LDSS Case Manager, for any child recommended for a Residential Treatment Center (RTC) placement. The CON consists of:
 - (a) Psychiatric Evaluation— completed within 30-days of the admission date, signed by a Psychiatrist, including current diagnoses, medications, history of psychiatric problems,

recommendation and justification (why the child cannot be maintained in a least restrictive environment (LRE)).

- (b) Psycho-social Assessment– completed within 30-days of the admission date, signed by a licensed professional, which includes presenting problems, family and developmental history, past treatment interventions, recommendation and justification (why the child cannot be maintained in a LRE).
- (c) Physical Examination - completed within 30-days of the admission date, signed by a physician that includes current and past health issues that support the child is medically stable and can be placed in a RTC.

9. **Certified Program Administrator**

The individual selected by the RCC facilities' board of directors who is certified as required by Health Occupations Article, Title 20 - Annotated Code of Maryland, and is responsible for the overall administration of the program; implementation of all policies; maintenance of the physical plant; and fiscal accountability to ensure the care, treatment, safety and protection of children.

10. **Child and Adolescent Needs and Strengths (CANS)**

CANS is a functional assessment, care planning, and outcomes monitoring tool. The CANS assessment can be used as a decision-support tool during care planning as well as a quality assurance or outcomes monitoring tool.

11. **Child(ren)**

An individual or individuals younger than 18 years old, or between 18 and 21 years old if the court retains jurisdiction over the child(ren) and meets the eligibility under State law.

12. **Children's Cabinet**

This cabinet coordinates the child and family focused service delivery system by emphasizing prevention, early intervention, and community-based services for all children and families. The Children's Cabinet includes the secretaries from the Departments of Budget and Management, Disabilities, Health and Mental Hygiene, Human Resources, and Juvenile Services, as well as the State Superintendent of Schools for Maryland State Department of Education. The Executive Director of the Governor's Office for Children chairs the Children's Cabinet.

13. **COMAR**

Code of Maryland Regulations, which are available on-line at: <http://www.dsd.state.md.us/COMAR/ComarHome.html>. A codification of the rules and regulations implementing State law and is published by the Maryland Secretary of State, Division of State Documents for implementing State law. Title 21 governs State procurement procedures. Title 07 governs programs under the Department of Human Services.

14. **Contract**

The Contract awarded to the successful Offeror pursuant to this SON/RFP. The Contract will be in the form of **Attachment M**.

15. **Contract Commencement**

The date the Contract is signed by the Department following any required approvals of the Contract, including approval by the Board of Public Works, if such approval is required.

16. **Contractor**

The selected Offeror that is awarded a Contract by the State.

18. **Department of Budget and Management (DBM)**
DBM serves as the State's central Personnel agency, and is the principal procurement agency over the Department. DBM's major responsibilities also include budget development, supervision of budget execution, and revenue estimating.
19. **Department of Health (MDH)/Developmental Disabilities Administration(DDA)**
The Developmental Disabilities Administration provides leadership to assure the full participation of individuals with developmental disabilities and their families in all aspects of community life. In addition, DDA's goal is to promote their empowerment to access quality supports and services necessary to foster personal growth, independence and productivity.
20. **Department of Health (MDH)/Mental Health Administration (MHA)**
The Mental Hygiene Administration manages a coordinated, comprehensive, and accessible, culturally sensitive, and age appropriate system of publicly funded services and supports for individuals who have psychiatric disorders and, in conjunction with stakeholders, provide treatment and rehabilitation in order to promote resiliency, health, and recovery.
21. **Department of Human Services (DHS or Department)**
Maryland's fourth largest State agency that serves families and individuals who, due to financial hardship, disability, age, chronic disease, or any other cause, need help in obtaining the basic necessities of food and shelter. Children in particular are the concern of day care, foster care, adoption, and protective services that also extend to vulnerable adults.
22. **Department of Social Services (DSS)**
DSS administers all major social services programs in Maryland through the local Departments of Social Services in the 24 jurisdictions (23 counties and Baltimore City), including the Baltimore City Department of Social Services and the Montgomery County Department of Health and Human Services where the major social services programs are administered.
23. **Discharge Plan**
A written document prepared by the Provider at least 30-days before a planned discharge, that includes: the name, address, telephone number and relationship of the individual with whom the child will be residing (if appropriate) upon discharge, a statement of unmet, identified and continuing needs, and the placing agency's designated contact for the case.
24. **Discharge Planning**
Discharge planning is the process of planning for a child's discharge from care that includes a plan for care and service supports needed by a child after transitioning from the RCC Program.
25. **Discharge Summary**
A written document prepared by the Provider within 30 calendar days after discharge, submitted to the LDSS, which includes: a final summary of the child's performance in the Program; a summary of the child's health, dental, and mental health records; a summary of services provided to the child; and the licensee's recommendations for continuing services; and provide as much prior notice as possible to the LDSS and the parent whenever an unplanned discharge occurs.
26. **eMM**
eMaryland Marketplace
27. **Family Involvement Meeting (FIM)**
Family Involvement Meetings (FIMs) are convened to engage families in making critical decisions for their children. FIMs provide a forum for families to be active partners in discussing child welfare

involvement. Families are encouraged to bring members of their support network to the meeting, such as relatives or community members. FIMs are convened at key decision making points, called triggers.

28. **Foster Care**
Continuous 24-hour care and supportive services provided for a child placed by a LDSS in an approved family home.
29. **Go-Live Date**
The date, as specified in the Notice to Proceed, when the Contractor must begin providing all services required by this solicitation.
30. **High Intensity Group Home (HIGH)**
A group home setting that provides intensive services to children presenting emotional and/or behavioral conditions requiring a higher level of structured supervision, behavior management and clinical intervention (includes Therapeutic Group Homes).
31. **Hot List**
A record maintained by the Department for Providers who may be out of compliance with licensing and/or the Contract requirements. Being on the Hot List prohibits or restricts the placement of children with Providers. Providers will be notified prior to being placed on the Hot List. Once the Provider is removed from the Hot List, placement of children with the Provider will resume.
32. **Individual Service Plan (ISP)**
The written description prepared by the Provider, which includes: a child's needs; goals to be achieved; persons and agencies responsible for carrying out the plan; participants in the development of the plan; and programmatic elements to achieve identified goals, including: assessments; services; supports; education; and life skills training, as appropriate.
33. **Individual Treatment Plan (ITP)**
The written, comprehensive plan developed by the LDSS, the Provider, the parent, and the child which specifically identifies all the goals, objectives, strategies, services, and responsible parties and resources to address the assessed strengths and need areas of a child.
34. **Interagency Rates Committee (IRC)**
A committee of representatives from the Department, the Department of Juvenile Services (DJS), MDH, DBM, MSDE and the Governor's Office for Children (GOC) that reviews Providers' budgets, programs and staffing to determine rates for the RCC Providers.
35. **Key Personnel**
All personnel identified in the solicitation as such, or personnel identified by the Offeror in its Proposal that are essential to the work being performed under the Contract. See SON/RFP Section 2.4.2.2.
36. **Levels of Intensity (LOI)**
A process that identifies and defines the scope and intensity of services available to accommodate the diverse needs of children and their families. Service intensity levels distinguish the capabilities of Programs in five service domains. The five service domains are: Twenty-Four-Hour Milieu Care and Supervision, Clinical Treatment Services, Education Services, Health/Medical Services and Family Support Services. To the extent that service intensity levels clearly distinguish the capabilities of individual programs within each service category, they will be used in the process of making informed placement decisions (see Sections 2.4.19.13, 2.4.20.2 and 2.4.12.2).

37. **Local Department of Social Services (LDSS or DSS or Local Department)**
The department of social services in the 24 jurisdictions or 23 counties in Maryland, and Baltimore City and Montgomery County Department of Health & Human Services, through which the Department administers all major social services programs.
38. **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.
39. **Maryland State Department of Education (MSDE)**
The Maryland State Department of Education, under the leadership of the State Superintendent of Schools and guidance from the Maryland State Board of Education, develops and implements standards and policy for education programs from pre-kindergarten through high school. MSDE also oversees technical education, rehabilitation services, and library programs throughout the State's 24 local systems.
40. **MSDE Division of Special Education - Early Intervention Services Nonpublic Section**
The division of the MSDE that provides oversight, supervision, and direction of the Nonpublic Tuition Assistance Program (NTAP) (Application Process, Data System, and Program Cost Setting) for the Local School Systems (LSSs) and the Nonpublic Special Education Schools. Additionally, MSDE provides technical assistance, service coordination, collaborative problem solving, and high accountability to all of the stakeholders: LDSSs, State agencies, and nonpublic special education schools.
41. **Minority Business Enterprise (MBE)**
Any legal entity certified as defined at COMAR 21.01.02.01B(54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.
42. **New Program**
A Program is considered "new" if one or both of the following exist:
- (a) The Program has recently been licensed and has not formerly held a rate through the IRC or MSDE; and/or
 - (b) The Program is submitting a Proposal for a Program category which they have not previously served and the Program has submitted a rate request to the IRC where the LOIs are significantly different (higher or lower) as compared to the LOI in the previous fiscal year.
43. **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.
44. **Notice to Proceed (NTP)**
A written notice from the Procurement Officer that, subject to the conditions of the Contract, work under the Contract is to begin as of a specified date. The start date listed in the NTP is the Go-Live Date, and is the official start date of the Contract for the actual delivery of services as described in this solicitation. After Contract Commencement, additional NTPs may be issued by either the Procurement Officer or the Department State Project Manager regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.
45. **Offeror**
An entity that submits a Proposal in response to this SON/RFP.
46. **Office of Licensing and Monitoring (OLM)**

A unit of the Department that is responsible for enforcing the laws, rules and regulations that affect the licensing of those facilities and agencies providing foster care to children.

47. **Procurement Officer**

Prior to the award of any Contract, the sole point of contact in the State for purposes of this solicitation. After Contract award, the Procurement Officer has responsibilities as detailed in the Contract (Attachment M), and is the only State representative who can authorize changes to the Contract. The Department may change the Procurement Officer at any time by written notice to the Contractor.

48. **Proposal**

As appropriate, either or both of an Offeror's Technical or Financial Proposal.

49. **Provider(s) (or Provider Agencies)**

Private agencies offering RCC services to children placed by the LDSS in foster care.

50. **Quality Assurance**

The process for identifying gaps in services, evaluating and tracking the completeness and accuracy of service delivery based on compliance with statutory and regulatory requirements, and examining and monitoring the performance of staff.

51. **Relative**

An individual who is related by blood, marriage, adoption or having a strong kinship bond that is caring for a minor child and is 21 years old or older, or is no less than 18 years old and lives with a spouse who is 21 years old or older.

52. **Resident**

A resident is a child placed in foster care and residing in a foster care placement setting.

53. **Residential Child Care Program (RCC or Program)**

An entity that provides 24-hour per day care for children within a structured set of services and activities that are designed to achieve specific objectives relative to the needs of the children served and that include the provision of food, clothing, shelter, education, social services, health, mental health, recreation, or any combination of these services and activities. A RCC includes those that are licensed by MDH, DHS or DJS and that are subject to the licensing regulations of the members of the Children's Cabinet governing the operations of RCCs.

54. **State Project Manager**

The State representative for this Contract who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring this Contract to ensure compliance with the terms and conditions of the Contract, monitoring MBE and VSBE compliance, and achieving completion of the Contract on budget, on time, and within scope. The State Project Manager may authorize in writing one or more State representatives to act on behalf of the State Project Manager in the performance of the State Project Manager's responsibilities.

55. **Statement of Need/Request for Proposals (SON/RFP)**

This Statement of Need/Request for Proposals issued by the Department of Human Services with the Solicitation Number and date of issuance indicated in the SON/RFP Key Information Summary Sheet (near the beginning of the solicitation, after the Title Page and Notice to Vendors), including any addenda. The written solicitation, whether attached or incorporated by reference, for soliciting proposals from Offerors for RCC services pursuant to State procurement statutes and regulations.

56. **State**

The State of Maryland.

57. **State Fiscal Year (SFY)**
July 1 of one year – June 30 of the next year.
58. **Total Proposal Price**
The Offeror’s total proposed price for services in response to this solicitation, included in the Financial Proposal with Attachment B – Financial Proposal Form, and used in the financial evaluation of Proposals (see SON/RFP Section 5.3).
59. **Type III Education**
A transitional instructional program provided to the residents of the Program, not to exceed an average of 60 school days, in a facility licensed by a unit of State government. COMAR 13A.09.10.20
60. **Veteran-owned Small Business Enterprise (VSBE)**
A business that is verified by the Center for Verification and Evaluation (CVE) of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.