



ATTACHMENT B

REQUEST FOR EXPRESSIONS OF INTEREST

STATEMENT OF WORK (SOW)

FOR

CHILD PLACEMENT AGENCY SERVICES

TREATMENT FOSTER CARE AND INDEPENDENT LIVING

PROGRAMS

SSA/CPA-26-001-S

STATE OF MARYLAND
DEPARTMENT OF HUMAN SERVICES (DHS)
KEY INFORMATION PAGE

Title and Agency Control Number:	Child Placement Agency Services SSA/CPA-26-001-S
Issuing Office:	Maryland Department of Human Services (DHS or the Department)
Procurement Officer: Email: Phone Number:	Sang Kang Deputy Director, Procurement Department of Human Services 25 S. Charles Street Baltimore, MD 21201 Sang.kang@maryland.gov 301-852-1186
Proposals are to be sent to:	Sang.kang@maryland.gov
Questions Due Date and Time:	June 13, 2025 at 2:00 pm
Proposal Due (Closing) Date and Time:	June 25, 2025 at 4:00 pm
Contract Duration:	Three Year Base Contract with one 2-year option.
Minority Business Enterprise Goal	Five (5%) percent. Possible NAICS Codes: 541110 – Office of Lawyers, 541199 – All Other Legal Services, 459410 - Office Supplies and Stationery Retailers, 424120 - Stationery and Office Supplies Merchant Wholesalers, 541211 - Offices of Certified Public Accountants, 541219 - Other Accounting Services

A. PROGRAM DESCRIPTION

1. Subject to the continuing availability of federal and State funds, the Department of Human Services (DHS or Department) shall purchase, and the Contractor shall provide Child Placement Agency (CPA) services for children placed by local departments of social services (LDSS) through Treatment Foster Care (TFC) and Independent Living (ILP) services, between the ages of 16 and 20, including mother/baby populations. Code of Maryland Regulations (COMAR) 07.05.01.02 defines a CPA as a privately incorporated organization licensed by the DHS Social Services Administration (SSA) to receive children for placement into foster homes, adoptive homes, or independent living preparation arrangements. The CPA Program shall comply with all relevant Maryland statutes and DHS regulations concerning private foster care and DHS's out-of-home placement program. See COMAR 07.02.11. The Contractor shall fulfill the licensing requirements under §§5-507 through 5-509 of the Family Law Article; Title 7, Subtitle 9 of the Health-General Article; and/ or §§9-234 through 9-236, Human Services Article, Annotated Code of Maryland.
2. DHS shall use the services of the Contractor at its sole discretion and makes no promises of a referral or the number of referrals.
3. The Contractor shall have a plan for the CPA Program's interaction with the surrounding community, including a mechanism for responding to complaints.
4. Maryland has instituted the Integrated Practice Model for Child Welfare and Adult Services (IPM) approach to service delivery, which 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 family is viewed as a system of interrelated people in which action and change in one part of the system impacts 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.

B. CPA PROGRAM SERVICES

1. LDSS staff will determine the best placement for the child. If there is a vacancy at the Contractor's facility, the LDSS will call the Contractor to coordinate and confirm the placement of a child. LDSS shall, before or upon admission, give to the Contractor the child's social history information, available reports on psychological and/or psychiatric evaluations, medical histories, family and school information, and other pertinent data determined by LDSS to be required for the care of the child at the time of placement (Referral Information Package).
2. No child shall be accepted without a formal Referral Information Package.

3. The Contractor shall fill each and every Program vacancy with a referred children who meet the **criteria stated on the Contractor's Profile**. No child shall be rejected or ejected without the prior notice and written authorization of the DHS SSA Executive Director designee. The Contractor shall submit the request and supporting written documentation to the LDSS and SSA Executive Director within twenty-four (24) hours of the reason for the rejection or ejection is known.
4. The Contractor shall provide the level of supervision and therapy necessary for the safety of all residents and staff. As part of its overall budget, and of each service plan, the Contractor shall provide each child with Basic Life Needs requirements in accordance with the provisions of COMAR 07.05.01.02 B (3); 07.05.01.17.B (1) and (2); and 07.05.04.05.
5. When the Contractor accepts a child for admission, the LDSS and the Contractor shall mutually:
 - a. develop an Individual Service Plan (ISP) to delegate responsibilities and define the services to be provided;
 - b. determine the approximate length of stay in care;
 - c. develop and facilitate a family visitation plan; and
 - d. promote and actively work to fulfill the permanency goal of the Department.
6. The Contractor shall notify LDSS within **twenty-four (24) hours** when it is unable to comply with the approved ISP for any reason.
7. The Contractor shall complete a written re-evaluation of the ISP for each child that includes, at a minimum, the child's adjustment, the services provided by the Contractor, and progress toward the goals outlined in the ISP. The re-evaluation is due every ninety (90) business days after the initial ISP or more often, if necessary, based on the child's needs. A copy of each completed ISP shall be sent to the assigned LDSS caseworker. The Contractor shall convene scheduled team meetings with relevant Contractor staff and invited LDSS representatives at least once every six (6) months. These meetings shall be used to review, reassess, and if necessary, revise the ISP to ensure it remains responsive to the child's needs.
8. The Contractor shall have the right to change the child's ISP when, as a result of the Contractor's regular evaluation of the plan and after prior review and final written approval by LDSS of the proposed change, such change appears necessary and is in the child's best interests. The Contractor shall notify LDSS forty-eight (48) hours in advance and in writing of any scheduled substantive changes in the ISP.
9. The Contractor shall ensure that medical services are adequate and sufficient for the individual needs of each child in its care, and includes at least two (2) semi-annual dental examinations and one (1) annual physical examination for each child, as well as all routine, follow-up referrals and emergency medical services in accordance with the Maryland Medical Assistance program, Early Periodic Screening, Diagnosis, and Treatment (EPSDT) standards and the child's Managed Health Care Organization. The Contractor

shall also ensure that the child's Health Passport provided by LDSS or other medical forms prescribed by DHS are documented by all health care providers. In addition, the Contractor shall provide copies of the results of medical examinations, tests or procedures when requested by the LDSS. LDSS will obtain authorization for medical procedures and emergency medical care, as well as certification of each child prior to placement with the Maryland Medical Assistance Program. When applicable, the health insurance of a given child's parent(s) shall be utilized.

10. When the child is ready to leave the Contractor's facility, or otherwise can no longer utilize Contractor's services, the LDSS shall arrange for the child to return to his or her family, or to an appropriate alternate placement. The Contractor and the LDSS shall consult and cooperate with each other in planning the discharge.
11. The Contractor in collaboration with the LDSS shall ensure that when a child is returning to his or her family, or to an appropriate alternate placement that they are transitioning with appropriate luggage consistent with [SSA Policy #24-01](#).
12. The Contractor shall notify the LDSS immediately or no more than twenty-four (24) hours if any child placed by the LDSS under the terms of this Contract leaves the facility without prior authorization or permission.
13. The Contractor shall give the LDSS at least seventy-two (72) hours written notice of any unplanned discharge, unless extraordinary circumstances involving a high and immediate risk to the child's safety or danger to others, prohibit notice. Unplanned discharges shall be extremely rare occurrences, involving only the most unusual cases. The 72-hour notice shall be submitted to the LDSS and SSA Placement Unit for review and approval. All Incident Reports shall be submitted to SSA via Placemenand.Permanency@maryland.gov.
14. Except as otherwise defined in the child's ISP, the Contractor shall not move a child to another location within the Contractor's Program(s) without the prior written notice to and written consent from the LDSS responsible for the placement or ongoing case management for the child. Notice of the intent to move a child shall be given to the LDSS 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 facility to which the child will be transferred. The LDSS shall give a written decision regarding the proposed move within fifteen (15) calendar days of receipt of the notice. Consent by the LDSS will not be withheld without good cause. The failure of the LDSS to give written consent to a request to change placement shall not be deemed a waiver of the notice and consent provisions herein.

In the case of an emergency, the Contractor shall notify the LDSS prior to transfer, and in all cases shall provide written notification of the transfer within 24 hours from the time the child leaves the Program.

15. In cases where the LDSS sets up family involvement meetings in accordance with DHS's Family Centered Practice Model, the Contractor shall participate in these sessions upon

receipt of an invitation from the LDSS. The Contractor shall agree to have their staff trained in Family Centered Practice Model should DHS offer such training.

In accordance with the requirements of COMAR 07.05.01.12 and 07.05.02.14, the Contractor shall report to the LDSS, SSA and the Office of Licensing and Monitoring (OLM), all child abuse and neglect incidents, in writing, within twenty-four (24) hours after an incident involving a child in its care. The Contractor shall report community complaints within ten (10) calendar days from the date the CPA receives the complaint and shall advise of the resolution of the complaint.

16. If any member of the Contractor's staff is accused of neglecting or abusing any child in the Contractor's care, this fact must be reported to the Licensing Coordinator and to the LDSS child protective services staff and/or local law enforcement authorities for possible investigation, by telephone immediately after the critical incident in question, and again in writing within forty-eight (48) hours after telephone notification in accordance with the provisions of COMAR 07.02.07.04. The Contractor shall cooperate fully with any such investigation by the LDSS or law enforcement authorities. The Contractor shall also report all critical incidents as required by COMAR 07.05.01.08A(2) and 07.05.02.09B(2). Additionally, critical incidents to be reported shall include, but are not limited to:

- a. child injury leading to treatment at a hospital (as an inpatient or outpatient) or at an urgent care clinic;
- b. a child absent without official leave (AWOL), or failure to return to the facility/family within a reasonable, age-appropriate time frame;
- c. a child actually or allegedly abused, neglected, assaulted and/or mistreated by the facility's staff;
- d. any contacts with law enforcement officials, based on a complaint or investigation;
- e. any structural or environmental issues at a facility creating a health risk;
- f. any alleged incident in the community;
- g. community or neighborhood presentations relating to the facility or its residents, inquiries from elected or other public officials regarding facility operations, incidents or other alleged problems; and
- h. any other critical incident that reasonably produces community concern or notoriety.

17. The Contractor shall submit to the OLM at DHS a **Private Contractor Annual Report (Attachment J)** highlighting and describing the Contractor's accomplishments and/or difficulties during the calendar year. This report shall be submitted not later than December 2 of each Contract year. The **Private Contractor Annual Report** shall, at a minimum, include the following:

- a. 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;

- b. a percentage-rate breakdown reflecting the number of times in the calendar year that the Contractor needed, with DHS approval, to add or change services under the 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
- c. goals for the following calendar 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.

18. The Contractor shall, within five (5) business days of completion, send to the LDSS caseworker, the ISP required by COMAR 07.05.02.15A and 07.05.04.05 as appropriate.

19. The Contractor shall provide access to health care services including transportation under §5-533 of the Family Law Article. If the Contractor is unable to provide transportation, coordination with the LDSS is required to ensure that the child's health care needs are met. The Contractor shall maintain health care records during the placement of a child with a CPA Program, including but not limited to:

- a. Health Insurance Information;
- b. A history of primary and preventative care and any arrangements made for continuing care;
- c. A history of the health care provided for behavioral, mental, or substance abuse disorders and any arrangements made for continuing care; and
- d. Documentation of doctor and dentist visits using forms designated by the Department if made available.

20. The Contractor shall comply with §7-101 of the Education Article.

- a. If, in accordance with COMAR 07.02.11.12 and 13A.08.07.06, it is in the child's best interests to enroll in the locally zoned school serving the geographic attendance area of the Contractor's program or the licensed educational program offered through the Contractor's program, the Contractor shall:
 - i. Enroll the child in the locally zoned school serving the geographic attendance area of the CPA program in accordance with COMAR 13A.08.07.02 or enroll the child in the licensed educational program offered through the CPA program;
 - ii. Expeditiously initiate and monitor the transfer of the academic records of a child in the Contractor's care from the transferring school to ensure that the academic records are transferred to the school that the child will

be attending while living in the Contractor's care; and

- iii. Attend a meeting with appropriate school personnel at the time of enrollment and at any other time upon request; sign the child's report card, ensure the report card is returned to school, and include a copy of the report card in the child's case record.
- b. If, in accordance with COMAR 07.02.11.12 and 13A.08.07.06, it is in the child's best interests to remain at the child's school of origin, the Contractor shall:
 - i. Provide appropriate transportation for the child to the school of origin; and
 - ii. Meet with appropriate school personnel upon request; sign the child's report card, ensure the report card is returned to school, and include a copy of the report card in the child's case record.

21. The Contractor shall participate in the following:

- a. Quality Assurance processes adopted by DHS;
- b. Collecting research data and evaluation activities concerning their Programs;
- c. Utilization reviews completed by DHS;
- d. Training sessions offered by DHS; and
- e. Components of the outcomes measurement system developed by State placing agencies and the Governor's Office for Children.

22. The Contractor shall identify a service site location for each child. The Contractor shall submit a written request to Placementand.Permanency@maryland.gov requesting permission to place children at locations not listed in the Contract, which may require a Contract modification. DHS has the right to limit the Contractor to serving children in the care of DHS from certain jurisdictions or limit the Contractor from expanding locations into certain jurisdictions or areas.

23. The Contractor shall ensure that its e-mail address, telephone and actual contact person information is up to date and on file with the SSA Project Manager.

24. The Contractor shall provide the services that are included in its Interagency Rates Committee (IRC) rates and the approved Program Levels of Intensity (LOI). The Contractor's Program LOI shall be adhered to for admissions and discharges.

25. The Contractor shall 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:

- a. Bill of Rights for Maryland's Children and Youth in Children's Residential Facilities
- b. Maryland DHS Family Centered Practice Model
- c. Integrated Practice Model
- d. Emerging Adults
- e. Reasonable and Prudent Parent Standard
- f. Family Matters

26. The Contractor shall maintain a current and up to date policy and procedures manual(s) that describes in detail the Contractor's philosophy and approach to care and delivery of service to include the Maryland DHS Family Centered Practice Model and Emerging Adults initiative.

27. **Emerging Adults**

Emerging Adults. Maryland is dedicated to ensuring that every young person has the resources and support needed to thrive and become successful adults by age 21. This commitment includes:

- **Safe and stable housing**
- **Engagement in education or meaningful employment with benefits**
- **Comprehensive health care**

Transitional planning, tailored to each youth's individual needs, begins at age 14. The Department of Human Services (DHS) establishes age-appropriate benchmarks for youth aged 14-21. Working collaboratively with each young person, the LDSS Case Worker develops a personalized plan that includes:

- **Realistic, youth-driven goals**
- **Agreed-upon steps to achieve those goals**
- **Clearly defined responsibilities for the youth, the LDSS Case Worker, and other supportive individuals**
- **Progress updates on achieving milestones**

This plan, formalized as the Maryland Youth Transition Plan, will be shared with relevant service providers within five (5) business days. The plan can be shared via fax, mail, email, or hand delivery. These providers share the responsibility of supporting the youth in working towards the goals and actions outlined in their plan. The Maryland Youth Transition Plan form can be found [here](#). The completed **Maryland Youth Transition Plan** will be provided (via fax, mail, email or hand delivered), within five (5) business days after completion, to the Contractor who will share in the responsibility of ensuring the youth works towards the achievement of the goals and actions outlined in the plan.

Maryland has instituted the Integrated Practice Model for Child Welfare and Adult Services (IPM) and Family Matters approach to service delivery, which 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 family is viewed as a system of interrelated people in which action and change in one part of the system impacts 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.

Maryland has implemented Family Matters as a shift to our out-of-home practice toward a kin-first model of care that centers young people's relationships with kin-family by blood or by choice so they can flourish and thrive. This approach drives all of our efforts to ensure the well-being of the children and youth in Maryland.

The Contractor shall:

- a. Align its practice principles and core values with those outlined in the Ready By 21 Benchmarks; and
- b. 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:
 - 1) Education
 - 2) Housing
 - 3) Health/Mental Health
 - 4) Employment
 - 5) Financial Literacy
 - 6) Self Care
 - 7) Family and Community Connections/Support

28. Integrated Practice Model

Contractors shall:

- a. Participate in all LDSS Family Team Decision Meetings (FTDMs), reviews, and court hearings pertaining to case planning, treatment, placement setting, permanency, and family resources, to include, at a minimum, all ISP reviews. FTDMs with the relevant invited employees of the Contractor and LDSS shall take place at critical decision-making times for the children. Critical decision-making times include removal or considered removal, placement change, recommendation for permanency change, youth transitional plan, and voluntary placement agreement.
- b. Align its practice principles and core values with those outlined in the Maryland IPM that promotes safe, reliable and effective practice through a strength-based trauma-responsive practice model. This model emphasizes a comprehensive assessment

process that is trauma-informed and action-driven and expands and aligns service array to better meet the needs of children and families.

29. Reasonable and Prudent Parent Standard

In September 2014, Congress passed the “Preventing Sex Trafficking and Strengthening Families” Act, Public Law (P.L.113-183). In addition to the other provisions, the Act establishes a “reasonable and prudent” parent standard for decision making. This standard addresses how to ensure that children who enter out of home care, and children who are currently in care, experience the same type of extracurricular, enrichment, and social activities that a child who is not in care may have the opportunity to experience. Thus, the reasonable and prudent parent standard has been defined as the careful and sensible parental decisions that maintain a child’s health, safety, and best interest, while at the same time encouraging the child’s emotional and developmental growth.

The responsibility for applying the reasonable and prudent parent standard shall rest with the resource parent. For the purposes of this SOW, the resource parent is defined as a foster parent who is licensed by the CPA.

The Contractor shall:

- a. Be knowledgeable and proficient in the reasonable and prudent parent standard;
- b. Train all employees that are assigned to work with DHS youth in the reasonable and prudent parent standard and document each employee’s personnel file with a signed agreement acknowledging the training and a commitment to its implementation;
- c. Have an in-service training module for all existing and new foster parents and applicants;
- d. Incorporate the reasonable and prudent parent standard into the Pride Pre-Service training;
- e. Add to the foster parent agreement the acknowledgement of adequate training and agreement with implementation at the initial and annual certifications. An example of a foster parent agreement may state as follows: *I/We certify that I/we have been adequately trained and are knowledgeable of the “reasonable and prudent parent” standard and agree to apply the standard in making age or developmentally appropriate activity decisions for the child (ren) in my/our care;*
- f. Include in the ISP, a statement of the reasonable and prudent parent criteria efforts made on behalf of the foster youth;
- g. In applying the standard, consider the following areas: (1) Maturity, (2) Safety, and (3) “Normalcy”; and
- h. Ensure that foster parents are applying the standard correctly in parenting the child in their home and provide support and guidance to foster parents as needed.

C. CPA PERFORMANCE REQUIREMENTS

The performance measures outlined in this section will be used to monitor Contract performance. Preference for the continuation of a Contract will be given to those meeting the minimum performance score established for each Contract year. During the base period of the Contract, the minimum performance score for the CPA program is eighty (80) for the base year of the Contract. The performance measures for each CPA Program category IL, TFC, MF, and TMP will be compiled, monitored and rated four (4) times during each Contract year after 3, 6, 9, and 12 months.

The performance measures indicated in Chart A below will be used to compile the performance reports.

Indicator (Applies to all Programs unless otherwise noted)	Performance Measure	Available Points	
		IL	TFC
1. Child Safety	Staff Security	50	10
	Foster Parent Certification/Recertification	N/A	20
	Maltreatment while in Foster Care	N/A	20
2. Licensing Monitoring	Licensing Sanctions	20	20
	SSA Hotlist	20	10
	Annual Financial Audits	10	10
3. Child Well Being	CANS Compliance (TFC, MF & TFC-TMP only)	N/A	10
TOTAL		100	100

Chart A

1. Child Safety

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

a. Staff Security

1) Employee and Prospective Employees

- Each employee meets COMAR 07.05.01.09 standards for indicated child abuse and criminal convictions; and
- 100% compliance for Child Protective Services (CPS) clearances and Criminal Background (CB) results for all employees and prospective employees on or prior to the start date.

2) TFC Agency Foster Homes

- 100% of foster parents have initial certification, timely re-certifications, and continual maintenance of the certification. Performance rating periods are quarterly.
- Each CPA shall ensure that all homes that are certified comply with the federal and state crimes of violence requirement and at no time is a foster parent to have the following felony convictions: abduction; arson in the first degree; kidnapping; manslaughter; mayhem; maiming; murder; rape; robbery; carjacking; sexual offense in the first or second degree; child abuse or sexual abuse of a minor; home invasion; assault in the first degree or assault with the intent to murder, rape, rob; or to commit a sexual offense in the first or second degree.

b. Maltreatment while in Foster Care

Contractors serving foster children shall have no indicated findings of child maltreatment where a Contractor's staff member or foster parent is identified as the maltreater in the investigation 99.68% (National Standard) of the time. Contractors will be rated quarterly, based on the quarter prior to the quarter that just ended using DHS data.

2. Licensing and Monitoring

Contractors shall meet the minimum performance score 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, half/nearly half of the weighted score depends on these measures.

a. Licensing Sanctions

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

b. SSA Hot List

Contractors shall not be placed on the SSA Hot List any time during each quarterly rating period, using SSA Contracts and Monitoring Unit data.

c. Annual Financial Audits

1. Contractors are required to submit their Annual Financial Audit timely and before December 2 of each Contract year. (see **Contract Section 45** and **(Attachment I)**)
2. 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 an extension was approved, the new due date is the starting point for evaluating this measure.
3. Process for Requesting a Fiscal Audit Extension.
A Contractor may ask for a fiscal audit extension prior to December 2 of each year. Not all requests will be granted. The reason for the request must be extenuating circumstances (see **Contract Section 45.1**). The written request shall include the reason for the request and the 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 written notice approving or disapproving the request will be sent to the Contractor within ten (10) business days after receipt of the request. The extension request shall be made to allow the State Project Manager to respond within the ten (10) business day timeframe and prior to the December 2 due date.

3. 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 applies only to TFC, MF, and TFC-TMP and is awarded 10 points.

All TFC, MF, and TFC-TMP 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 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.

D. PERFORMANCE REPORTS

DHS will provide a Performance Report to each of the CPA Contractors on a quarterly basis beginning November 1 (i.e. for the period 7/1 – 9/30). The Contractor shall be required to meet the minimum performance score for all quarterly reports.

Contractors will have ten (10) business days upon receipt of their Performance Report to submit to the State Project Manager written documentation to support any discrepancies in the data. The State Project Manager will review the written documentation and provide Contractors a final written response within ten (10) business days thereafter.

Chart B is an example of how a performance score is derived for IL; Chart C is an example of how a performance score is derived for TFC.

Chart B – Example of Quarterly Performance Score—IL Provider

Indicators	Minimum Acceptable Level	Performance Measure	Performance Criteria	Score
A. Child Safety	100%	Staff Security	Completion of Employee Background Checks and Licensing Agency's Random Review of Clearance Documents	1=10 points
B. Licensing and Monitoring	100%	No Licensing Sanctions	There were no licensing sanctions received during the rating quarter	0=20 points
	100%	No Placement on Hot List	There were no appearances on the Hot List during the rating quarter	0=20 points

	On Time=100% 1 Month Late=75% 2 Months Late=50%	Timely Submission of Annual Financial Audit	Partial credit for this item— the Annual Financial Audit was received 2 months late	50%=5 points
TOTAL SCORE	Based on Child Safety and Licensing and Monitoring		Calculation: 95.0=50+20+20+5	95.0

Chart C – Example of Quarterly Performance Score—TFC Provider

Indicators	Minimum Acceptable Level	Performance Measure	Performance Criteria	Score
A. Child Safety	100%	Staff Security	Completion of Employee Background Checks and Licensing Agency's Random Review of Clearance Documents	100%=10 points
	100%	Foster parent Certifications/ Re-certifications	Evidence to support foster parents are certified during quarterly OLM monitoring and monthly OLM report submission.	100%=20 points
	99.68% National Standard	Child Maltreatment Findings	During the rating quarter there was an indicated finding of child maltreatment among agency staff	1= 0 points
A. Licensing and	100%	No Licensing Sanctions	There were no licensing sanctions Received during the rating quarter	0=20 points

Monitoring A. Child Well-Being	100%	No Placement on Hot List	There were no appearances on the Hot List during the rating quarter	0=10 points
	On Time=100% 1 Month Late=75% 2 Months Late=50%	Timely Submission of Annual Financial Audit	Partial credit for this item—the Annual Financial Audit was received 2 months late	50%=5 points
	90%	Timely submission of CANS Assessment	Based on Provider-entered CANS data in SCYFIS, this is the percent of expected CANS records completed during rating quarter	100%=10 points
TOTAL	Based on Child Safety, Child Well-Being, Licensing and Monitoring		Calculation: 70.0=10+20+0+20+5+10	=75.0

E. CORRECTIVE ACTION PLAN

At any given three (3) month rating period, Contractors whose performance scores fall below the minimum performance score will be required to submit a Corrective Action Plan (CAP) to the State Project Manager. Contractors who consistently fall below the minimum performance score may be subject to termination or non-renewal of their Contract. Charts D and D-1 below describe the circumstances upon which a CAP will be required and the conditions that must be met 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 Performance Score that has been established for that CPA program category. “Below 10%” means that the Contractor’s total score is below 90% of the Minimum Performance Score for that CPA program category. For example, if the Minimum Performance Score is 80, then the “Within 10%” range is 72 to 80; and the “Below 10%” range is any score below 72.

Chart D

Findings, Requirements, Goals and Consequences when CPA experiences a Quarterly Review where the Total Score is “Within 10%” of Minimum Performance Score	
Event	Consequence
A. Score at any quarterly Review is below Minimum Performance Score (Within 10%)	CAP is required – goal for CPA is to increase

	score to meet/exceed Minimum Standard.
B. Findings at Next Quarterly Review	
1. If score meets/exceeds the minimum Performance Score.	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 admissions
C. Finding at Next Quarterly review when Prior Quarterly Score was within or below 10% (Sections B.2 or B.3 above)	
1. If score meets/exceeds minimum Performance Score	Close CAP- no further action required
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 D-1

Findings, Requirements, Goals and Consequences when CPA experiences a Quarterly Review where the Total Score is “Below 10%” of Minimum Performance Score	
Event	Consequence
A. Score at any quarterly Review is below <i>Minimum Performance Score</i> (Below 10%)	CAP is required and no new admissions Goal for CPA is to increase score to Within 10% range or above
B. Findings At Next Quarterly Review	

1. If score meets if score meets/exceeds minimum Performance Score.	Close CAP- no further action required
2. If score is "Within 10%"	Updated CAP is required and open program admissions
3. If score is "Below 10%"	Terminate Contract
C. Finding at Next Quarterly review when Prior Quarterly Score was within or below 10% (B.2 or B.3)	
1. If score meets/exceeds minimum Performance Score	Close CAP-open program to new admissions
2. If score is "Within 10%"	New CAP is required and no new admissions
D. Finding at Next Quarterly review when Prior Quarterly Score was within 10% (C.2)	
2. If score meets/exceeds minimum Performance Score	Close CAP-no further action required
2. If score is "Within 10%" or "Below 10%"	Terminate Contract

F. INVOICING REQUIREMENTS

Submission of an invoice constitutes the Contractor's verification that the information in the invoice is accurate as of the time of submission.

An invoice not satisfying the requirements of a Proper Invoice (as defined in COMAR 21.06.09) will not be processed for payment. To be considered a Proper Invoice, invoices must include the following information, without error:

- 1) Contractor name and address;
- 2) Remittance address;
- 3) Federal taxpayer identification (FEIN) number, social security number, as appropriate;
- 4) Invoice period (i.e. time period during which services covered by invoice were performed);
- 5) Invoice date;
- 6) Invoice number;
- 7) State assigned Contract number;
- 8) State assigned (Blanket) Purchase Order number(s);
- 9) Goods or services provided;
- 10) Amount due; and
- 11) Any additional documentation required by regulation or the Contract.

Invoices that contain both fixed price and labor hour or time and material items shall clearly identify each item as either fixed price, and labor hour, or time and material billing.

The State reserves the right to reduce or withhold Contract payment in the event the Contractor does not provide all required deliverables within the time frame specified in the Contract or otherwise fails to satisfy the terms and conditions of the Contract until such time as the Contractor brings itself into full compliance with the Contract.

The State is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. The Contractor, however, is not exempt from such sales and use taxes and may be liable for the same.

Invoices for final payment shall be clearly marked as "FINAL" and submitted when all work requirements have been completed and no further charges are to be incurred under the Contract. In no event shall any invoice be submitted later than 60 calendar days from the Contract termination date.

1. Invoice Submission Schedule

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

- a) For items of work for which there is one-time pricing, those items shall be billed in the month following the acceptance of the work by the State.
- b) For Items of work for which there is annual pricing, those items shall be billed in equal monthly installments for the applicable Contract year in the month following the performance of the services.

2. Travel Reimbursement

Travel will not be reimbursed under this Request for Expressions for Interest (REOI).

G. INSURANCE REQUIREMENTS

1. The Contractor shall maintain Commercial General Liability Insurance with limits sufficient to cover losses resulting from, or arising out of, Contractor action or inaction in the performance of the Contract by the Contractor, its agents, servants, employees, or subcontractors, but no less than a Combined Single Limit for Bodily Injury, Property Damage, and Personal and Advertising Injury Liability of \$1,000,000 per occurrence and \$3,000,000 aggregate.
2. The Contractor shall maintain Errors and Omissions/Professional Liability insurance with minimum limits of \$1,000,000 per occurrence.
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.

4. The Contractor shall maintain any other forms of coverage as may be required by COMAR 07.05.01.08.B(7).
5. Within five (5) Business Days of recommendation for Contract award, the Contractor shall provide the State Project Manager with current certificates of insurance and shall update such certificates from time to time but no less than annually in multi-year contracts, as directed by the State Project Manager. A copy of the Contractor's *current* certificate of insurance shall contain at a minimum the following:
 - a. Workers' Compensation – The Contractor shall maintain such insurance as necessary and/or as required under Workers' Compensation Acts, the Longshoremen and Harbor Workers' Compensation Act, and the Federal Employers' Liability Act.
 - b. Commercial General Liability
 - c. Errors and Omissions/Professional Liability
 - d. Automobile and/or Commercial Truck Insurance
 - e. Other insurance as required
6. The State shall be listed as an additional insured on the policies, except for Worker's Compensation Insurance and Professional Liability Insurance. 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 forty-five (45) 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 thirty (30) days prior to the expiration of the insurance policy then in effect. All insurance policies shall be with a company licensed by the State to do business and to provide such policies.
7. The Contractor shall require that any subcontractors providing services under this Contract obtain and maintain similar levels of insurance and shall provide the State Project Manager with the same documentation as is required of the Contractor.

H. REPORTS

1. **Disaster/Emergency Plan** - Due to the State Project Manager annually, on or before December 2nd of each year, for the preceding Contract year. For first time contracted Providers the plan(s) are due with the initial application materials and then annually as indicated above.
2. **DHS Private Contractor Annual Report, (Attachment J)** – Due to the State Project Manager and OLM on or before December 2nd of each year, following the end of the Contract year.
3. **Reports of Child Abuse, Neglect or Critical Incidents** - Due to the LDSS Caseworker and SSA within 24 hours of the incident or within 48 hours after telephone notification, or as required by COMAR.

4. **Individual Service/Treatment Plans** – Due to the LDSS Caseworker thirty (35) business days after placement and every ninety (90) business days thereafter.
5. **CANS Assessment** – Completed within the first thirty (30) days of admission of a child, and every 3 months after initial assessment and upon discharge.
6. **Annual Financial Audits** – Due to the SSA Budget Supervisor, Department of Human Services, 25 S. Charles Street, 11th Floor, Baltimore, Maryland 21201, on or before December 2 of each Contract year (**Attachment I**).
7. **Program Questionnaire** – Due to the University of Maryland as required by the State annually
8. **Ad Hoc/Miscellaneous Reports** - Due to the State Project Manager and/or designee in the time period requested. Contractor may be required on an annual basis to submit approximately four (4) ad hoc/miscellaneous reports pertaining to, but not limited to, the collection of research data and evaluation activities concerning their Programs.
9. **Financial Incident Reports** – (**Attachment K**), due with the Contract. Thereafter, the reports must be submitted every six (6) months during Mid-Licensure and Re-Licensure Reviews and after some quarterly visits or if the provider 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 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 and 07.05.01.07B).

The Contractor may be asked to complete this report as part of its site reviews and/or visits. Notwithstanding the above report schedule, bankruptcy filings must be reported to OLM within 24 hours of the filing. All reports shall be sent, via regular mail to:

Attn: Licensing Coordinator

Department of Human Services
Office of Licensing and Monitoring,
25 S. Charles Street
Baltimore, Maryland 21201

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 CAP; (2) suspension of placements; (3) removal of placements; or (4) termination of Contract.

I. LIVING WAGE REQUIREMENTS

A solicitation for services under a State contract valued at \$100,000 or more may be subject to Md. Code Ann., State Finance and Procurement Article, Title 18. 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)** with their Proposal. If an Offeror fails to complete and submit the required documentation, the State may determine an Offeror to be not responsible under State law.

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.

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. The 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

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 (\$14.24 per hour) or Tier 2 Area (\$10.70 per hour) 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.

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 Bid/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.

- If the Contractor provides 50% or more of the services from a location(s) in a Tier 1 jurisdiction(s) the Contract will be a Tier 1 Contract.
- If the Contractor provides 50% or more of the services from a location(s) in a Tier 2 jurisdiction(s), the Contract will be a Tier 2 Contract.
- 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 (enter “1” or “2,” depending on where the majority of the service recipients are located) Contract.

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.

J. PROMPT PAYMENT POLICY

This procurement and the Contracts to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor’s Office of Small, Minority & Women Business Affairs (GOSBA) and dated August 1, 2008. Promulgated pursuant to Md. Code Ann., State Finance and Procurement Article, §§ 11-201, 13-205(a), and Title 14, Subtitle 3, and COMAR 21.01.01.03 and 21.11.03.01, the Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The Contractor shall comply with the prompt payment requirements outlined in the **Contract, Section 31** “Prompt Pay Requirements” (see **Exhibit 2 - Sample Contract**). Additional information is available on GOSBA’s website at:

https://gomdsmallbiz.maryland.gov/Documents/Resources/Prompt%20Payment%20Guide09.2024_Finalv2.pdf

K. DEPARTMENT OF HUMAN SERVICES 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 Q**. This Affidavit must be provided within five (5) Business Days of notification of proposed Contract award.

L. MINORITY BUSINESS ENTERPRISE REQUIREMENTS

1. Establishment of Goals and Subgoals

An overall MBE subcontractor participation goal as identified in the Key Information Summary Sheet has been established for this procurement, representing a percentage of the total Contract dollar value, including all renewal option terms, if any, has been established for this procurement.

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

By submitting a response to this solicitation, the Bidder/Offeror acknowledges the overall MBE subcontractor participation goal and subgoals and commits to achieving the overall goal and subgoals by utilizing certified minority business enterprises, or requests a full or partial waiver of the overall goal and subgoals.

A Bidder/Offeror that does not commit to meeting the entire MBE participation goal outlined in the REOI must select and request for waiver in the form D-1A Part 2 with its bid/proposal submission. Failure of a Bidder/Offeror to properly complete, sign, and submit Attachment D-1A at the time it submits its Bid/Proposal to the REOI may result in the State's rejection of the Bidder's Bid/Offeror's Proposal.

2. Attachments

- a) D-1 to D-5 – The following Minority Business Enterprise participation instructions, and forms are provided to assist Bidders/Offerors:
 - 1. Attachment D-1AMBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule (must be submitted with Bid/Proposal)
 - 2. Attachment D-1B Waiver Guidance
 - 3. Attachment D-1C Good Faith Efforts Documentation to Support Waiver Request
 - 4. Attachment D-2 Outreach Efforts Compliance Statement
 - 5. Attachment D-3AMBE Subcontractor Project Participation Certification
 - 6. Attachment D-3BMBE Prime Project Participation Certification
 - 7. Attachment D-4A Prime Contractor Paid/Unpaid MBE Invoice Report

8. Attachment D-4B MBE Prime Contractor Report
9. Attachment D-5 Subcontractor Paid/Unpaid MBE Invoice Report

The Bidder/Offeror shall include with its Bid/Proposal a completed MBE Utilization and Fair Solicitation Affidavit (**Attachment D-1A**) whereby:

1. The Bidder/Offeror acknowledges the certified MBE participation goal and commits to make a good faith effort to achieve the goal and any applicable subgoals, or requests a waiver, and affirms that MBE subcontractors were treated fairly in the solicitation process; and
2. The Bidder/Offeror responds to the expected degree of MBE participation, as stated in the solicitation, by identifying the specific commitment of certified MBEs at the time of Bid/Proposal submission. The Bidder/Offeror shall specify the percentage of total contract value associated with each MBE subcontractor identified on the MBE participation schedule, including any work performed by the MBE prime (including a prime participating as a joint venture) to be counted towards meeting the MBE participation goals.
3. The Bidder/Offeror requesting a waiver should review **Attachment D-1B** (Waiver Guidance) and **D-1C** (Good Faith Efforts Documentation to Support Waiver Request) prior to submitting its request.

If the Bidder/Offeror fails to submit a completed Attachment D-1A with the Bid/Proposal as required, the Procurement Officer shall determine that the Bid/Proposal is not responsive, unless the inaccuracy is determined to be the result of a minor irregularity that is waived or cured in accordance with COMAR 21.06.02.04.

Bidders/Offerors are responsible for verifying that each MBE (including any MBE prime and MBE prime participating in a joint venture) selected to meet the goal and any subgoals and subsequently identified in Attachment D-1A is appropriately certified and has the correct NAICS codes allowing it to perform the committed work.

Within ten (10) Business Days from notification that it is the recommended awardee or from the date of the actual award, whichever is earlier, the Bidder/Offerors must provide the following documentation to the Procurement Officer:

- a) Outreach Efforts Compliance Statement (**Attachment D-2**);
- b) MBE Subcontractor/Prime Project Participation Certification (**Attachment D-3A/3B**); and
- c) Any other documentation required by the Procurement Officer to ascertain Bidder/Offeror responsibility in connection with the certified MBE subcontractor participation goal or any applicable subgoals.

- d) A recommended awardee that requested a waiver of the goal or any of the applicable subgoals (in whole or in part) will be responsible for submitting the Good Faith Efforts Documentation to Support Waiver Request (**Attachment D-1C**) and all documentation, within ten (10) Business Days from notification that it is the recommended awardee or from the date of the actual award, whichever is earlier, as required in COMAR 21.11.03.11.

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

A current directory of certified MBEs is available through the Maryland State Department of Transportation (MDOT), Office of Minority Business Enterprise, 7201 Corporate Center Drive, Hanover, Maryland 21076. The phone numbers are (410) 865-1269, 1-800-544-6056, or TTY (410) 865-1342. The directory is also available on the MDOT website at <http://mbe.mdot.maryland.gov/directory/>. The most current and up-to-date information on MBEs is available via this website. Only MDOT-certified MBEs may be used to meet the MBE subcontracting goals.

All documents, including the MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule (**Attachment D-1A**), completed and submitted by the Bidder/Offeror in connection with its certified MBE participation commitment shall be considered a part of the Contract and are hereby expressly incorporated into the Contract by reference thereto. All of the referenced documents will be considered a part of the Bid/Proposal for order of precedence purposes (see Exhibit 2 – Sample Contract).

As set forth in COMAR 21.11.03.12-1(D), when a certified MBE firm participates on a contract as a prime contractor (including a joint-venture where the MBE firm is a partner), a procurement agency may count the distinct, clearly defined portion of the work of the contract that the certified MBE firm performs with its own work force towards fulfilling up to fifty-percent (50%) of the MBE participation goal (overall) and up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the contract. (e.g., if the contract has a 5% MBE goal, the prime contractor can self-perform up to 2.5% of the goal)

In order to receive credit for self-performance, an MBE prime must list itself in Section 4A of the MBE Participation Schedule (**Attachment D-1A**) and include information regarding the work it will self-perform. For the remaining portion of the overall goal and the subgoals, the MBE prime must also identify other certified MBE subcontractors [see Section 4B of the MBE Participation Schedule (**Attachment D-1A**)] used to meet those goals. If dually-certified, the MBE prime can be designated as only one of the MBE subgoal classifications but can self-perform up to 100% of the stated subgoal.

As set forth in COMAR 21.11.03.12-1, once the Contract work begins, the work performed by a certified MBE firm, including an MBE prime, can only be counted towards

the MBE participation goal(s) if the MBE firm is performing a commercially useful function on the Contract. Refer to MBE forms (**Attachment D**) for additional information.

3. Minority Business Enterprise (MBE) Reports

The Contractor shall:

- a) Submit the following reports by the 10th of each month to the Contract Monitor and the MBE Liaison Officer:
 - 1) A Prime Contractor Paid/Unpaid MBE Invoice Report (Attachment D-4A) listing any unpaid invoices, over 45 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made; and
 - 2) (If Applicable) An MBE Prime Contractor Report (Attachment D-4B) identifying an MBE prime's self-performing work to be counted towards the MBE participation goals.
- b) Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit an MBE Subcontractor Paid/Unpaid Invoice Report (**Attachment D-5**) by the 10th of each month to the Contract Monitor and the MBE Liaison Officer that identifies the Contract and lists all payments to the MBE subcontractor received from the Contractor in the preceding reporting period month, as well as any outstanding invoices, and the amounts of those invoices.
- c) Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the Contract, type of work performed by each, and actual dollar value of work performed. Subcontract agreements documenting the work performed by all MBE 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 to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the MBE participation obligations. Contractor must retain all records concerning MBE participation and make them available for State inspection for three years after final completion of the Contract.
- e) Upon completion of the Contract and before final payment and release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

M. ATTACHMENTS

The List of Attachments for this Contract is as follows:

Attachment A - Price Sheet
 Attachment B – Scope of Work
 Attachment C - Proposal Affidavit
 Attachment D - MBE Forms
 Attachment E - Contract Affidavit
 Attachment F - Living Wage
 Attachment G - LDSS Directory
 Attachment H - Conflict of Interest
 Attachment I - Annual Audit Report
 Attachment J - Private Contractor Report
 Attachment K – Financial Incident Reports
 Attachment L – Offeror Information Sheet
 Attachment M – Federal Funds Attachment
 Attachment N - Organization - Facilities List
 Attachment O - Data Sharing Agreement
 Attachment P - OLM Incident Report
 Attachment Q - Hiring Agreement
 Attachment R - Corporate Diversity Addendum
 Attachment S – Non-Disclosure Agreement

Documents to be Submitted with Proposal

Attachment
Attachment C - Proposal Affidavit
Attachment D - MBE Forms - MBE Forms D-1A - With Proposal
Attachment F - Living Wage
Attachment H - Conflict of Interest
Attachment L – Offeror Reference Sheet
Attachment M – Federal Funds Attachment
Attachment S – Non-Disclosure Agreement
EOI Response including License to provide CPA services

Documents to be submitted Upon Award

Attachment
Attachment A - Price Sheet
Attachment D - MBE Forms - MBE Forms D-1B, D-1C, D-2, D-3A, D-3B Upon Award
Attachment E - Contract Affidavit
Attachment O – Data Sharing Agreement
Attachment Q - Hiring Agreement
Attachment R – Corporate Diversity Addendum

N. STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

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 123 Market Place Baltimore, MD 21202. For registration information, visit <https://www.egov.maryland.gov/businessexpress>.

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

O. EMARYLAND MARKETPLACE

eMMA is the electronic commerce system for the State of Maryland. To receive a contract award, a vendor must be registered on eMMA. Registration is free. Go to emma.maryland.gov, click on "New Vendor? Register Now" to begin the process and then follow the prompts.