



ATTACHMENT B

REQUEST FOR EXPRESSIONS OF INTEREST

STATEMENT OF WORK (SOW)

FOR

RESIDENTIAL CHILD CARE SERVICES

SSA/RCC-26-001-S

STATE OF MARYLAND
DEPARTMENT OF HUMAN SERVICES (DHS)

KEY INFORMATION PAGE

Title and Agency Control Number:	Residential Child Care Services SSA/RCC-26-001-S
Issuing Office:	Maryland Department of Human Services (DHS or the Department)
Procurement Officer:	Sang Kang Procurement Officer Department of Human Services 25 S. Charles Street Baltimore, MD 21201
Email:	Sang.kang@maryland.gov
Phone Number:	(410) 767-7404
Responses are to be sent to:	dhs.cpu_procurement@maryland.gov
Questions Due Date and Time:	December 23, 2025 at 2:00 pm
Proposal Due (Closing) Date and Time:	January 8, 2026 at 4:00 pm
Contract Duration:	Three Year Base Contract with one 2-year option.
Minority Business Enterprise Goal	10% MBE goal for Providers with 40 or more beds, 7% MBE goal for Providers with 25-39 beds 3% MBE goal for Providers with 24 or less beds Possible NAICS Codes: 541110 - Offices of Lawyers, 561320 - Temporary Help Services, 561720 - Janitorial services, 561730 - Landscaping Services, 423830 - Industrial Machinery and Equipment Merchant Wholesalers, 611430 - Professional and Management Development Training

SCOPE OF WORK

1. Background and Purpose

- A. The Department of Human Services (DHS or Department), Social Services Administration (SSA), intends to contract for Residential Child Care Program Services (RCC). The Contracts awarded to the successful Offerors or Providers of the RCC Programs resulting from this Scope of Work shall begin on or about **April 1, 2026 through March 31, 2029 with one two-year renewal option.**
- B. All costs for services, including all nursing services, provided to children by the Provider shall be included in the Provider's Class Rate issued by the Interagency Rates Committee (IRC). The Department will only pay the rate established by the IRC when a child is placed with a Provider.

Additional costs or fees outside of the established IRC rates will be rare, for example when a child's services may need to be supplemented. Therefore, no additional costs or fees outside of the established IRC rate(s) will be permitted without the prior written consent of the SSA Executive Director or their designee is required.

- C. The Contractor shall provide a plan for the RCC Program's interaction with the surrounding community, including a mechanism for responding to complaints.
- D. The Department makes no promises of a referral or the number of referrals a Contractor may receive and will use the services of the Contractor at its sole discretion.

1.1 The Department's Goals and Objectives

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 **Emerging Adults** 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. DHS establishes age-appropriate benchmarks for youth aged 14-21. Working collaboratively with each young person, the Local Department of Social Services (LDSS) Case Worker develops a personalized **Maryland Youth Transition Plan** (Transition 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 Transition Plan will be shared with relevant service Providers within five (5) business days from the date the youth is placed at the facility. The Transition Plan may be shared via fax, mail, email, or hand delivery. Providers share the responsibility of supporting the youth in working towards the goals and actions outlined in their Transition Plan. The Maryland Youth Transition Plan guidance and form can be found [here](#).

Maryland has instituted the **Integrated Practice Model (IPM)** for Child Welfare and Adult Services 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.

2. Scope of Work - Requirements
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2.1. General Contractor Requirements

The Contractor shall:

- A. Possess a current, valid Maryland RCC license for the requisite Program(s) and shall be in good standing with the appropriate licensing agency(ies).
- B. Operate its RCC facility(ies) 24 hours a day, 365 days per year.
- C. Fill each Program vacancy with all referred children who meet the **criteria stated on the Contractor's Profile**. All children shall be provided with all Program services. **No child shall be rejected or ejected without the prior notice and written authorization of the DHS SSA Executive Director or designee.** The Contractor shall submit the request and supporting written documentation to the LDSS Caseworker, LDSS Contract Monitor and SSA Executive Director within twenty-four (24) hours that the reason for the requested rejection or ejection is known.
- D. Operate its RCC Program(s) consistent with the regulations and requirements of the Department's RCC Program placement and licensing policies as detailed in COMAR 14.31.05 through 07. All COMAR citations referenced in this Contract can be accessed at

COMAR online: <https://dsd.maryland.gov/Pages/COMARHome.aspx>

- E. 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, including, but not be limited to:
 - 1) Bill of Rights for Maryland's Children and Youth in Children's Residential Facilities
 - 2) Maryland DHS Family Centered Practice Model
 - 3) Integrated Practice Model
 - 4) Emerging Adults
 - 5) Family Matters
- F. 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 IPM and Emerging Adults initiatives.

2.2. **Program Requirements**

Comply with the Program requirements required by the licensing agency and the requirements set forth in **Exhibit 1**, attached hereto.

2.3. **Organizational Structure**

- A. Maintain a Board of Directors, or similar advisory board, that provides oversight governance and is composed 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.
- B. Employ sufficient interdisciplinary credentialed staff to provide services and behavior management that meets the needs of the children in the Program.

2.4. **Staff Security**

- A. 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 results shall be maintained by the Contractor.
- B. Not employ any person who has a conviction within five (5) years of applying for a job with the Program for assault or a drug-related offense, or for a violation of the Section 3-8A-30, Courts and Judicial Proceedings Article.
- C. Pursuant to COMAR 14.36.06.05 and Title IV-E requirements, not employ any adult

working in a child-care institution, including a group home, residential treatment center, shelter, or other congregate care settings including a Child Placement Agency foster family home who has a felony conviction involving:

- 1) child abuse or neglect;
- 2) spousal abuse;
- 3) a crime against a child or children (including child pornography); or
- 4) a crime involving violence (defined in Maryland Criminal Law §14-101), including rape, sexual assault, or homicide, but not including other physical assault or battery.

And within the last five years, been convicted of a felony involving:

- 1) physical assault;
- 2) battery; or
- 3) a drug-related offense.

- D. Demonstrate compliance with COMAR 14.31.06.05 to ensure a drug and alcohol-free workplace.
- E. Require staff to undergo a physical examination and tuberculosis screening in accordance with COMAR 14.31.06.05 E (1) (c) and (d).
- F. Terminate any staff that has an indicated finding of any of the following allegations by an investigation of the DHS Office of Licensing and Monitoring (OLM) or LDSS Child Protective Services unit in any jurisdiction:
- 1) Neglect of children;
 - 2) Physical abuse of children, families or staff members;
 - 3) Sexual abuse or harassment of children, families or staff members;
 - 4) Verbal or emotional abuse of children, families or staff members; or
 - 5) Drug or alcohol use on the premises or with children and families, or such that the staff is intoxicated while on duty.

2.5. **Mandatory Incident Reporting**

- A. Follow the procedures outlined in COMAR 14.31.06.18 for mandatory reporting of incidents. Contractors shall file an incident report any time the resident and/or staff have 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.
- B. Report any alleged child abuse, neglect or other risk to residents' health and safety to the LDSS, Child Protective Services, DHS/OLM via the **DHS OLM Incident Report Form** located within the Provider Portal, SSA via Placementand.Permanency@maryland.gov and Maryland Department of Health (MDH/OHCQ), if applicable.

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 and may result in termination of the Contract.

2.6. Staff Training and Development

- A. Ensure staff can effectively perform the roles and responsibilities associated with their positions.
- B. Ensure all staff receive a minimum of forty (40) hours of initial and forty (40) hours of annual training as prescribed in COMAR 14.31.06.05 F.
- C. Maintain training records, including the names and credentials of trainers, staff attendance and copies of the curriculum.

2.7. 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 Class rate with no additional costs to the Department.**

2.8. Quality Assurance

Maintain a formal process for Program planning and evaluation, as well as an ongoing quality improvement plan as prescribed in COMAR 14.31.06.19. The Department will monitor these processes, goals and data pertinent to the quality of care of LDSS children.

2.9. Intake/Admission

- A. 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.

Note: Placement of children in RCC Programs may occur 24-hours-a-day, 7 days-a-week. The appropriate LDSS staff will make 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.

- B. Providers shall not reject a referral for a youth who meets their Program profile unless the Program has reached bed capacity. Any rejection of a youth meeting the Program profile must be reported to the SSA Contracts Monitor, along with an explanation of why the referral cannot be accepted. Providers may only reject such a referral if they have submitted a justification to the SSA Contracts Monitor and received prior written approval from the SSA Executive Director or designee.
- C. Ensure that children reside in quarters with persons within their own age groups. Suggested age groupings are 0-6; 7-12; 13-17; 18-21. The behavioral, psychological, emotional and developmental levels of the child shall be considered in the determination of appropriate grouping.

2.10. For Contractors with Multiple Site Locations within the Same Program

- A. 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.
- B. 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 Case Worker 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 Case Worker shall not be unreasonably withheld. The failure of the LDSS Case Worker to give written consent to a request to change placement shall not be deemed a waiver of this notice and consent requirement.

- C. 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 (via fax, mail, email or hand delivered) of the emergency placement address and reason therefore within 24 hours of the emergency.

2.11. Integrated Practice Model

Contractors shall:

- A. Participate in all LDSS Family Decision Team Meetings (FTDMs), reviews, and court hearings pertaining to case planning, treatment, placement setting, permanency, and family resources, to include, at a minimum, all Individual Service Plan (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.

2.12. **Visitation and Transportation**

- A. 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.

Visits may occur in the child's home community, in the homes of pertinent relatives and/or significant individuals, and/or at the RCC site. Phone calls and other forms of communication shall also be encouraged between the child and relatives, as well as other significant individuals.

- B. 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 sibling and family visits.

2.13. **Case Planning**

- A. 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.
- B. 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 Individual Service Plan / Individual Transition Plan (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.
- C. 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.
- D. Collaborate with the LDSS Case Worker in development of the case plan and its components: education; health; mental health; and any applicable court orders.

2.14. **Child and Adolescent Needs and Strengths (CANS) Assessment Tool**

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 the initial assessment and upon discharge.

2.15. **Normal Daily Routines**

Provide 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.

2.16. **Community Integration**

- A. 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 Case Worker.
- B. 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.
- C. 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.
- D. 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.

2.17. **Education**

- A. Collaborate with the LDSS Case Worker 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 elementary or secondary school education or developmentally appropriate vocational skills program within five (5) school days of placement.
- B. Ensure that each child in placement attends school whenever feasible and appropriate as consistent with Education Article, §4-122 and §7-101, Annotated Code of Maryland and COMAR 07.02.11.12; and participate as appropriate in the child's educational activities.

2.18. **Bill of Rights for Maryland's Children and Youth in Children's Residential Facilities**

- A. Demonstrate compliance with the Bill of Rights for Maryland's Children and Youth in Children's Residential Facilities.

- B. 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.

2.19. **Emerging Adults**

- A. Align its practice principles and core values with those outlined in the IPM and [Ready By 21](#) policy.
- 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

2.20. **Discharge**

- A. Participate with the LDSS Case Worker in the discharge planning process, including the FTDMs, which is considered part of the child's permanency planning.
- B. Not eject a child who meets the Contractor's profile and only discharge children from the Contractor's RCC Program under one or more of the following circumstances. The list is not exclusive.
 - 1) The child has progressed in functioning and/or development and is ready for a less restrictive level of care.
 - 2) The child needs a more intensive, therapeutic and/or restrictive placement.
 - 3) The child is to be reunified with family or relatives.
 - 4) The child is to be adopted.
 - 5) The child has adequately met his/her independent living goals and is ready to leave foster care.
 - 6) The child is turning 21 years old, or the commitment has been rescinded.
 - 7) The LDSS determines that it is appropriate to move the child.
 - 8) The Voluntary Placement Agreement is rescinded by the LDSS or the legal guardian.
- C. Provide, in the absence of extenuating circumstances, prior to all discharges, thirty (30) calendar days' notice and a Discharge Plan to the LDSS Case Worker and the parent (when

appropriate).

- D. 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. In such an instance, the Contractor shall provide immediate notice to the LDSS and SSA Executive Director or designee. 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 72 hours notices shall be submitted to SSA via Placementand.Permanency@maryland.gov. All Incident Reports shall be submitted to the SSA Contract Unit via SSA_IncidentReports@maryland.gov.
- E. 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 (Attachment Q).

2.21. **Recordkeeping**

- A. 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. Contractor's documentation must include all progress notes on assessments, treatment and service delivery that fully outline the care and recommended future care provided to children.
- B. 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.

2.22. **Contract Monitoring**

- A. 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.
- B. Allow SSA 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.

2.23. **Family Centered Practice**

Participate in all LDSS FTDMs, reviews, and court hearings pertaining to case planning, treatment, placement setting, permanency, and family resources, to include, at a minimum, all ISP reviews. Scheduled FTDMs 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.

3. Security Requirements

3.1. Incident Response Requirement

- A. The Contractor shall notify the Contract Monitor when any Contractor and/or subcontractor system that may access, process, or store State data or work product is subject to unintended access or attack. Unintended access or attack includes compromise by computer malware, malicious search engine, credential compromise or access by an individual or automated program due to a failure to secure a system or adhere to established security procedures.
- B. The Contractor shall notify the Contract Monitor within one (1) Business Day of the discovery of the unintended access or attack by providing notice via written or electronic correspondence to the Contract Monitor and Procurement Officer.
- C. The Contractor shall notify the Contract Monitor within two (2) hours if there is a threat to the Contractor and/or subcontractor's systems as it pertains to the use, disclosure, and security of the Department's Sensitive Data.
- D. If an unauthorized use or disclosure of any Sensitive Data occurs, the Contractor must provide written notice to the Contract Monitor within one (1) Business Day after the Contractor's discovery of such use or disclosure and, thereafter, all information the State requests concerning such unauthorized use or disclosure.
- E. The Contractor, within one (1) Business Day of discovery, shall report to the Contract Monitor any improper or non-authorized use or disclosure of Sensitive Data. The Contractor's report shall identify:
 - 1) The nature of the unauthorized use or disclosure;
 - 2) The Sensitive Data used or disclosed;
 - 3) Who made the unauthorized use or received the unauthorized disclosure;
 - 4) What the Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure;
 - 5) What corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure; and
 - 6) Such other information as reasonably requested by the State.
- F. The Contractor shall comply with all applicable laws that require the notification of individuals in the event of unauthorized release of PII or other event requiring notification. In the event of a breach of any of the Contractor's security obligations or other event requiring notification under applicable law, the Contractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the State and its officials and employees from and against any claims, damages, or other harm related to such security obligation breach or other event requiring the notification.

G. This Section shall survive expiration or termination of the Contract.

4. Payments by Electronic Funds Transfer

The Contractor 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 Contractor 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: <https://www.marylandcomptroller.gov/state-agencies/accounting/eft-ach-for-vendors.html>

5. Insurance Requirements

- A. The Contractor shall maintain Commercial General Liability Insurance to cover losses resulting from, or arising out of, Contractor action or inaction in the performance of the Contract by the Contractor, its agents, servants, employees, or subcontractors, with a limit of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- B. The Contractor shall maintain Errors and Omissions/Professional Liability insurance with a minimum limit of \$1,000,000 per claim and annual aggregate.
- C. The Contractor shall maintain Automobile and/or Commercial Truck Insurance as appropriate with Liability, Collision, and PIP limits are 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.
- D. The Contractor shall maintain Crime Insurance to cover employee theft with minimum single loss limit of \$1,000,000 per loss, and a single loss retention not to exceed \$10,000.
- E. 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 shall update such certificates periodically, but no less than annually in multi-year contracts, as directed by the Contract Monitor. Such copy of the Contractor's current certificate of insurance shall contain at minimum the following:
- F. Workers' Compensation – The Contractor shall maintain such insurance as necessary and/or as required under Workers' Compensation Acts, the Longshore and Harbor Workers' Compensation Act, and the Federal Employers' Liability Act.
- G. The "State of Maryland, its officers, employees and agents" shall be listed as an additional insured on any Commercial General Liability, Auto Liability, Professional/Cyber Liability,

and excess liability or umbrella policies except for Worker's Compensation Insurance, which is currently handled by the Chesapeake Employer's Insurance Company (formerly Injured Worker's Insurance Fund).

- H. All insurance policies shall be endorsed to include a clause that requires that the insurance carrier provide the Contract Monitor, by certified mail, not less than thirty (30) days advance notice of any non-renewal, cancellation, or expiration. In the event the Contract Monitor receives a notice of non-renewal, the Contractor shall provide the Contract Monitor with an insurance policy from another carrier at least fifteen (15) days prior to the expiration of the insurance policy then in effect. All insurance policies shall be with a company licensed by the State to do business and to provide such policies.
- I. The Contractor shall require that any subcontractors to obtain and maintain comparable levels of coverage and shall provide the Contract Monitor with the same documentation as is required of the Contractor.

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

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

- B. 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:
 - 1) The process for establishing the existence of a problem;
 - 2) Names, titles, and contact information for progressively higher levels of personnel in the Contractor's organization who would become involved in resolving a problem;
 - 3) 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;
 - 4) Expedited escalation procedures and any circumstances that would trigger expedited escalation procedures;
 - 5) The method of providing feedback on resolution progress, including the frequency of feedback to be provided to the State;
 - 6) Contact information for persons responsible for resolving issues after normal business hours (e.g., evenings, weekends, holidays, etc.) and on an emergency basis; and
 - 7) A process for updating and notifying the Contract Monitor of any changes to the PEP.

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

7. Reports

- A. Contractor shall submit the following reports to the LDSS Case Worker in the time period requested:

1) Individual Service/Treatment Plans – Due thirty (30) business days after placement and every ninety (90) business days thereafter.

2) Results of CANS Assessment - Due thirty (30) business days after placement and every ninety (90) business days thereafter.

- B. Contractor shall submit to the Office of the Inspector General and the SSA Administrative Specialist, Office of Budget and Central Services, 11th Floor, Department of Human Services, 25 S. Charles Street, Baltimore, Maryland 21201, an **Annual Audit Report** of the Contractor's financial records on or before December 2nd of each year, following the end of the Contract year, including any option year if exercised. 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 M)**).

- C. Contractor shall submit the following reports to the State Project Manager in the time period requested:

1) DHS Private Contractor Annual Report (Attachment N) - due on or before December 2nd of each year, following the end of the Contract year.

The annual report must include the following:

(i) 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;

(ii) 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

(iii) 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) Current Certificates of Insurance – due at each Contract anniversary date including option periods, if exercised.

- 3) **Quarterly Report of Economic Benefits Attained** – 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.
- 4) **Annual Program Questionnaire** – Due annually on May 1st. As a provider of services for youth and families involved with Maryland's Department of Social Services and/or Department of Juvenile Services (DJS), we are requesting for you to complete a comprehensive questionnaire about your program. If you have a contract with the Social Services Administration (SSA) or DJS, your completed questionnaire becomes an attachment to your contract and serves as the program summary.
- 5) Contractor shall submit **Ad Hoc/Miscellaneous Reports** to the State Project Manager and the requestor of the report(s) in the time period requested. Contractors 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.

Note: Failure to submit required reports within the timeframes identified may result in placement on the SSA Hotlist, termination of referrals to the Contractor or termination of the Contract. Final invoice payment is contingent upon receipt of all reports identified above.

- 6) **Financial Incident Reports** – due with the Contract. Thereafter, the reports must be submitted on or before July 1 and December 2 of each year, and after some quarterly visits or if provider experiences any of the following financial issues during the term of the Contract: <http://dhs.maryland.gov/licensing-and-monitoring/provider-resources/>
 - a. Bankruptcy filings (Includes parent company and subsidiaries); The report is due within 24-hours of the filing;
 - 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 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 to maintain 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).
- 7) All reports shall be sent, via regular mail to:
- Attn: Contracts and Monitoring Manager
Department of Human Services
Social Services Administration, 11th Floor
25 South Charles Street
Baltimore, Maryland 21201
- 8) Depending on the nature of the financial issues disclosed, the Department may forward the report 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 a corrective action plan; suspension of placements; or removal of placements.

8. Certification of Residential Child and Youth Care Practitioners

- A. All Residential Child and Youth Care Practitioners (RCYCP) formerly known as "residential child care workers", employed in the State of Maryland shall be required to be certified by the State Board for the Certification of Residential Child Care Program Professionals on or before October 1, 2015 unless:
- B. The RCYCP is an employee of the Maryland School for the Blind and holds a current paraprofessional certificate, or
- C. The RCYCP is participating in a Board-approved training program that leads to certification within 180 days of hire. *Health Occupations Article §20-301-(i)(ii)*.

9. Living Wage Requirements

- A. Maryland law requires that Contractors meeting certain conditions pay a living wage to covered employees on State service contracts over \$100,000. Maryland Code, 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. **(Attachment F)**
- B. If subject to the Living Wage law, Contractor agrees that it will abide by all Living Wage law requirements, including but not limited to reporting requirements in COMAR 21.11.10.05. Contractor understands that failure of Contractor to provide such documents

is a material breach of the terms and conditions and may result in Contract termination, disqualification by the State from participating in State contracts, and other sanctions. See the “Living Wage” clause in the Contract.

- C. Additional information regarding the State’s living wage requirement is contained in **(Attachment F)**. Contractor must complete and submit the Maryland Living Wage Requirements Affidavit of Agreement with their Responses. If a Contractor fails to complete and submit the required documentation, the State may determine the Contractor to be not responsible under State law.
- D. Contractors and subcontractors subject to the Living Wage Law shall pay each covered employee at least the minimum amount set by law for the applicable Tier area. The specific living wage rate is determined by whether a majority of services take place in a Tier 1 Area or 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.
- E. 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 Contractor must identify in its Proposal the location(s) from which services will be provided, including the location(s) from which 50% or more of the Contract services will be provided.
 - 1) If the Contractor provides 50% or more of the services from a location(s) in a Tier 1 jurisdiction(s) the Contract will be a Tier 1 Contract.
 - 2) If the Contractor provides 50% or more of the services from a location(s) in a Tier 2 jurisdiction(s), the Contract will be a Tier 2 Contract.
 - 3) If the Contractor provides more than 50% of the services from an out-of-State location, the State agency determines the wage tier based on where the majority of the service recipients are located. In this circumstance, this Contract will be determined to be N/A.
- F. 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.

10. Prompt Payment Policy

The Contract(s) to be awarded is subject to the Prompt Payment Policy Directive issued by the Governor's Office of Small, Minority, and 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 Contract "Prompt Payment" clause. Additional information is available on GOSBA's website at: <http://goma.maryland.gov/Pages/mbe-Program.aspx>

11. 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 two (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.

12. Minority Business Enterprise Goal

12.1. 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.

12.2. 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-1A MBE 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-3A MBE Subcontractor Project Participation Certification
 - 6) Attachment D-3B MBE 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
- B. 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.

C. 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.

D. 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:

- 1) Outreach Efforts Compliance Statement (**Attachment D-2**);
- 2) MBE Subcontractor/Prime Project Participation Certification (**Attachment D-3A/3B**); and
- 3) 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.
- 4) 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

E. 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.

F. 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).

G. 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.

12.3. 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.

Performance Measures

13. RCC Performance Requirements

- A. The performance measures outlined in this section will be used as part of the review of Responses 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. 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).
- 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 these short-term placement interventions, will not be considered for incentive points relating to Child Stability and Permanency.

- C. All Contractors 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

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

A. 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.

1) Staff Security

- a. 100% compliance for Child Protective Services (CPS) clearances and Criminal Background (CB) checks for all employees and prospective employees;
- b. CPS and CB check request dates are prior to the employee hire date;
- c. Each employee meets COMAR 14.31.06.05 standards for indicated child abuse and criminal convictions; and
- d. OLM will conduct random checks of the COMAR Safety Requirements for each Contractor to ensure 100% compliance for CPS clearances and CB checks.

2) 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 CJAMS data.

B. Licensing and Monitoring

The Contractor shall meet the minimum standards related to licensing and monitoring performance measures, as determined by the Contractor's licensing agency and the Social Services Administration's (SSA) Contracts and Monitoring Unit. These measures serve as key indicators of the overall organizational health, which directly influences the safety and well-being of the children served. Accordingly, licensing and monitoring performance measures will comprise approximately forty percent (40%) of the Contractor's total weighted performance score.

1) Licensing Sanctions

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

2) 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

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.

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

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

3) Process for Requesting a Fiscal Audit Extension

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.

D. Child Well Being

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

1) CANS Assessment Compliance

- a) 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 entered into the system of record 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.
- b) 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 entered in system of record and will be measured each quarter.
- c) 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.

E. 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.

1) Exits to Permanency or to Less Restrictive Placement Setting

- a) Among those children who have lived at the RCC for at least two months, Contractors will receive a bonus for every 5% of exits from foster care to permanency or discharge to a less restrictive placement.
- b) 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 CJAMS data. This statistic will be generated based on the exits from the RCC during each quarterly rating period, based on CJAMS data.

- F. As stated above, 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).

Chart B - Summary of Performance Measures and Rating Periods

Performance Area	Minimum Acceptable Level	Performance Measure	Rating Period
• Child Safety	100%	Completion of Employee Background Checks and Licensing Agency's Random Review of Clearance Documents	3 month (quarterly) periods
	100%	No Child Maltreatment Findings	
• 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	
• Child Well-Being	90%	Timely submission of CANS Assessment	3 month (quarterly) periods
• Incentive Points: Child Stability and Permanency (Excluding DETP Programs)	0%	Children in RCC discharged to permanency (reunification, guardianship, or reunification) or less restrictive placement	3 month (quarterly) periods

- G. 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

Performance Area	Minimum Acceptable Level	Performance Measure	Performance Explanation	Rating received
A. Child Safety	100%	COMAR Staff Safety	Received full credit. All employees on roster had complete information for child protective services and criminal background checks	1=30 points

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	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 Late=75% 2 Months Late=50%	Timely Submission of Annual Financial Audit	Received partial credit for this item. The Annual Financial Audit was received 1 month late	75% = 7.5 points
C. Child Well-Being	90%	Timely submission of CANS Assessment	Received full credit. Provider CANS data was completed. This is the percent of expected CANS records completed during rating quarter.	100% = 10 points

SUB-SCORE	Based on Child Safety, Licensing and Monitoring, and Child Well-Being		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 the points are 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

15. Attachments

15.1 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 – Certification Regarding Lobbying
Attachment F - Living Wage
Attachment G – Conflict of Interest
Attachment H – LDSS Directory
Attachment I - Non-Disclosure Agreement
Attachment J – Data Sharing Agreement
Attachment K – Program Description
Attachment L – Hiring Agreement
Attachment M – Annual Audit Report Requirements
Attachment N – DHS Private Contractor Annual Report
Attachment O – Contact Affidavit
Attachment P – Bidder Offeror Sheet
Attachment Q – SSA Policy 24-01

15.2 Documents to be Submitted with Proposal

Attachment
Attachment C - Proposal Affidavit
Attachment D - MBE Forms - MBE Forms D-1A - With Proposal
Attachment E – Certification Regarding Lobbying
Attachment F - Living Wage
Attachment G - Conflict of Interest
Attachment I - Non-Disclosure Agreement
Attachment J – Data Sharing Agreement

Attachment K – Program Description
Attachment P – Bidder Offeror Sheet
EOI Response, including License to provide RCC services
Draft Problem Escalation Procedure

15.3 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 L – Hiring Agreement
Attachment O - Contract Affidavit

16. 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.

17. eMaryland Marketplace Advantage

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.

EXHIBIT 1 - PROGRAM REQUIREMENTS

The Contractor shall ensure compliance with all Program requirements and the criteria established by the Class Rate issued by the IRC.

A. For Contractors Providing Group Home Program (GHP) Services

Services provided to children that need more supervision than a relative, foster parent or treatment foster parent can provide. A GHP Program provides varying levels of care based on the abilities, disabilities and functioning of children referred and placed.

Contractors shall:

- 1) Provide community based residential group care services to children in order to meet their basic needs, support well-being and prepare them for independence. The facility also provides 24-hour awake supervision.
- 2) Have an on-site MSDE approved Type III school or utilize the local school systems when appropriate, to ensure that each school-aged child attends an educational or vocational program in accordance with all applicable federal, State and local laws.
- 3) Ensure availability and access to counseling services and appropriate therapeutic modalities necessary to meet the needs of each child in care.
- 4) Have the ability to serve transgender, male and female youth ages 14-20.

B. For Contractors Providing High Intensity (HIGH) Programs (includes Therapeutic Group Homes) (TGH)

A HIGH Program provides services to children presenting a high level of behavioral, emotional and/or behavioral, education 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. Contractors who are licensed by the Maryland Department of Health (MDH) as TGH shall comply with COMAR 10.21.07.

Contractors shall:

- 1) Ensure on-site counseling services and appropriate therapeutic modalities necessary to meet the needs of each child in care.

- 2) Have an on-site MSDE approved Type III school or utilize the local school systems when appropriate, to ensure that each school-aged child attends an educational or vocational program in accordance with all applicable federal, State and local laws.
- 3) Have a facility for transgender, male and female youth ages 14-20.
- 4) Offer evidence based and/or trauma informed treatment services. Contractors must be able to provide individual trauma therapy, and individual and group therapy.

C. For Contractors Providing Developmentally Disabled (DD) Residential Child Care Programs - (Class 3 or 99)

These Programs provide a stable setting for children with mild to severe developmental disabilities, which may include physical and/or mental impairments, where the child's condition is likely to continue indefinitely; is manifested in an individual younger than 21 years old; and results in an inability to live independently without external support or continuing and regular assistance.

Contractors shall:

- 1) Serve developmentally disabled children in Alternative Living Units or RCCs under COMAR 14.31.07.08 and 10.22.01.
- 2) Provide a combination and sequence of intensive, interdisciplinary, or generic care, treatment, or other services that are individually planned and coordinated for the individual. These services to the child require 24 hour awake staff.
- 3) Have an on-site MSDE approved Type III school or utilize the local school systems when appropriate, to ensure that each school-aged child attends an educational or vocational program in accordance with all applicable federal, State and local laws
- 4) Offer evidence based and/or trauma informed treatment services. Contractors must be able to provide individual trauma therapy, individual, and group therapy or access to services.

D. For Contractors Providing Medically Fragile (MF) Programs - (Class 4)

A Program designed to serve a child who is dependent upon any combination of the following:

- mechanical ventilation for at least part of each day;
- intravenous administration of nutritional substances or drugs;

- other device-based respiratory or nutritional support on a daily basis, including tracheotomy tube care, suctioning, or oxygen support;
- other medical devices that compensate for vital body functions, including, apnea or cardio-respiratory monitors, renal dialysis;
- other mechanical devices; or
- substantial nursing care in connection with disabilities.

Many children have multiple disabilities and may be dually diagnosed with emotional and/or behavioral disorders.

Contractors shall:

- 1) Provide multiple services which include, but are not limited to, medical, nursing, psychological, social services, occupational and physical therapy interventions.
- 2) Ensure availability of counseling services and appropriate therapeutic modalities necessary to meet the needs of children in care.
- 3) Plan, facilitate, and coordinate an emergency medical plan. This plan shall include child-specific emergency medical protocol that is immediately accessible to employees.
- 4) As part of its emergency management plan, notify public utilities of the existence of the Program and maintain a back-up generator for electrical outages and, if necessary, provide for emergency sources of heat as required by COMAR 14.31.07.07.
- 5) Ensure that a health care professional licensed to practice in the State trains child care staff based on the individual medical needs of each child; and obtain consultation services from a pediatric medical specialist for input (oral and written) on the placement of any ongoing care decisions for each child.
- 6) Provide adequate square footage space for medical equipment in excess of the minimum standards otherwise required by COMAR 14.31.07 and equip the facility with sufficient electrical service and outlets for assistive technology or special equipment.
- 7) Have the ability to serve transgender, male and female youth ages 14-20.

E. For Contractors Providing Diagnostic, Evaluation and Treatment Programs (DETP) or DETP-Commercially Sexually Exploited (CSE)

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 disabled and have a history of abuse and/or neglect or victims of commercial sexual exploitation or at-risk of commercial sexual exploitation

Contractors shall:

- 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) Have an on-site MSDE approved Type III school or utilize the local school systems when appropriate, to ensure that each school-aged child attends an educational or vocational program in accordance with all applicable federal, State and local laws.
- 3) Have the ability to provide a milieu of services offered in diagnostic and evaluation treatment programs in a campus-facility or community-based facility.
- 4) Have the ability to serve transgender, male and female youth ages 5-20.
- 5) Offer evidence based and/or trauma informed treatment services. Contractors must be able to provide individual trauma therapy, and individual and group therapy.
- 6) Ensure on-site availability to provide nursing and clinical/counseling needs consistent with treatment model to meet the needs of children in care 24/7.
- 7) **Specifically for DETP- CSE Programs-** Offer a Trauma Informed Treatment practice. The Contractor must be able to provide individual trauma therapy and group therapy with a focus on commercially sexually exploited children (CSEC) and victim advocacy.
- 8) Provide the Certificate of Need (CON) to the LDSS Case Manager for children recommended for a Residential Treatment Center (RTC).

F. For Contractors Providing HIGH Emotionally, Cognitively, Developmentally Delayed (ECDD) Programs (includes TGH)

A HIGH ECDD 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 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. These children require 24-hour supervision by awake staff. Contractors who are licensed by MDH as TGH shall comply with COMAR 10.21.07.

Contractors shall:

- 1) Provide services to a population of male, female, and/or transgendered children ages 14-20 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 treatment needs may or may not be accompanied by medical needs that contribute to the complexity of the child.

- 2) Provide on-site counseling services and appropriate therapeutic modalities necessary to meet the needs of children in care.
- 3) Have an on-site MSDE approved Type III school or utilize the local school systems when appropriate, to ensure that each school-aged child attends an educational or vocational program in accordance with all applicable federal, State and local laws.
- 4) Have a facility for male, female, and transgendered youth ages 14-20.
- 5) Offer a Trauma Informed Treatment practice. The Contractor shall provide individual and group trauma therapy; family therapy; medication management; and crisis intervention services

G. For Contractors Providing HIGH- Commercially Sexually Exploited (CSE) Programs (Class 5)

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 or that are at-risk of being trafficked. 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.

Contractors shall:

- 1) House and care for no more than 3 to 4 children in this population in one setting with one youth per bedroom.
- 2) Provide on-site counseling services and appropriate therapeutic modalities necessary to meet the needs of the children in care.

- 3) Have an on-site MSDE approved Type III school or utilize the local school systems when appropriate, to ensure that each school-aged child attends an educational or vocational program in accordance with all applicable federal, State and local laws.
- 4) Offer a Trauma Informed Treatment practice. The Contractor must be able to provide individual trauma therapy and group therapy with a focus on commercially sexually exploited children (CSEC) and victim advocacy.

H. For Contractors Providing Psychiatric Respite (PR) Services

The PR program will provide short-term residential services for children and youth discharged from psychiatric hospitalization with placement recommendations for a residential treatment center, a less restrictive environment, or as a diversion from psychiatric admission. The program will deliver enhanced staffing ratios and specialized supportive services to address the needs of children with serious behavioral and mental health challenges. This program is intended to offer a more secure environment and a higher intensity of therapeutic services for DHS youth placed within the state.

Contractors shall:

- A. Provide a combination and sequence of intensive, interdisciplinary, or generic care, treatment, or other services that are individually planned and coordinated for the individual.
- B. Have an on-site MSDE approved Type III school or utilize the local school systems when appropriate, to ensure that each school-aged child attends an educational or vocational program in accordance with all applicable federal, State and local laws.
- C. Offer evidence based and/or trauma-informed treatment services. Contractors must be able to provide individual trauma therapy, individual, and group therapy.
- D. Provide the CON to the LDSS Case Manager for children recommended for a RTC.
- E. Provide on-site counseling services and appropriate therapeutic modalities necessary to meet the needs of children in care.
- F. Ensure a minimum resident to staff ratio (excluding volunteers and staff not providing direct care and supervision of residents) of **3:1** during waking hours and **8:1** during sleeping hours.

I. For Contractors Providing Services as Designated Qualified Residential Treatment

Programs (QRTPs) - (Class 1, 2 or 6)

Program services are provided to children that need more supervision than a relative, foster parent or treatment foster parent can provide. A Program that provides varying levels of care based on the abilities, disabilities and functioning of children referred and placed.

Contractors shall:

- 1) Have a trauma-informed treatment model that is designed to address the needs, including clinical needs as appropriate, of children with serious emotional or behavioral disorders or disturbances.
- 2) To the extent appropriate, and in accordance with the child's best interests, facilitate participation of family members in the child's treatment program.
- 3) Provide discharge planning and family-based aftercare support for at least six (6) months post-discharge.
- 4) Have registered or licensed nursing staff and other licensed clinical staff who:
 - a) Provide care within the scope of their practice as defined by state/tribal law;
 - b) Are on-site according to the treatment model; and
 - c) Available 24 hours a day and 7 days a week.
- 5) Be licensed in accordance with the Title IV-E requirements (section 471(a)(10) of the Act) and accredited by any of the following independent, not-for-profit organizations (or any other independent, not-for-profit accrediting organization approved by the U.S. Department of Health & Human Services):
 - The Commission on Accreditation of Rehabilitation Facilities (CARF);
 - Joint Commission on Accreditation of Healthcare Organizations (Joint Commission); or,
 - The Council on Accreditation (COA).