



STATE OF MARYLAND
DEPARTMENT OF HUMAN SERVICES (DHS)
SOCIAL SERVICES ADMINISTRATION (SSA)
OFFICE OF ADULT SERVICES (OAS)

INVITATION FOR BIDS (IFB)
IN-HOME AIDE SERVICES
IFB NUMBER SSA/THAS-21-001-S

ISSUE DATE: 04/21/2021
REQUISITION #: N00R1600752

NOTICE

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

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

NO BID NOTICE/VENDOR FEEDBACK FORM

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

Title: In-Home Aide Services
Solicitation No: SSA/IHAS-21-001-S

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

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

REMARKS:

Vendor Name: _____ Date: _____

Contact Person: _____ Phone (____) _____ - _____

Address: _____

E-mail Address: _____

STATE OF MARYLAND
DEPARTMENT OF HUMAN SERVICES
(DHS)

KEY INFORMATION SUMMARY SHEET

Invitation for Bids	Services: In-Home Aide Services
Solicitation Number:	SSA/IHAS-21-001-S
IFB Issue Date:	04/21/2021
IFB Issuing Office:	Department of Human Services Social Services Administration Office of Adult Services (DHS)
Procurement Officer:	Henry ThorStraten Department of Human Services 311 West Saratoga Street, Room 940-K Baltimore, Maryland 21201
e-mail:	Henry.ThorStraten@maryland.gov
Office Phone:	(410) 767-3390 FAX: (410) 333-0258
Bids are to be sent to:	Bids will be accepted through the State's eMaryland Marketplace Advantage (eMMA) e-Procurement system. Instructions on how to submit Bids electronically can be found at: https://procurement.maryland.gov/wp-content/uploads/sites/12/2019/08/4-eMMA-QRG-Responding-to-Solicitations-IFB-v3.pdf
Pre-Bid Conference:	Wednesday 05/05/2021 1:00 PM Local Time See Attachment A for directions and instructions. The Pre-Bid Conference will be held virtually due to the COVID-19 Pandemic.
Questions Due Date and Time	Wednesday 05/19/2021 5:00PM Local Time
Bid Due (Closing) Date and Time:	Friday 06/04/2021 5:00PM Local Time Bidders are reminded that a completed Feedback Form is requested if a no-bid decision is made (see page iv).
Public Bid Opening Date, Time and Location	There will be a virtual bid opening due to the COVID-19 Pandemic at a date and time to be determined.
MBE Subcontracting Goal:	0%
VSBE Subcontracting Goal:	0%
Contract Type:	Fixed Price with Indefinite Quantity

Contract Duration:	Five (5) year base period.
Primary Place of Performance:	<p>Allegany County Baltimore City Baltimore County Calvert County Caroline County Carroll County Cecil County Charles County Dorchester County Frederick County Harford County Howard County Prince George’s County Queen Anne’s County Somerset County St. Mary's County Talbot County Washington County Wicomico County Worcester County</p> <p>Note: Anne Arundel, Garrett, Kent, and Montgomery counties have chosen to develop their own local arrangements for services and are not a part of this solicitation.</p>
SBR Designation:	No
Federal Funding:	No

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1 Minimum Qualifications

1.1 Bidder Minimum Qualifications

To be considered responsive, the Bidder must document in its Bid that it satisfies the following Minimum Qualifications:

- 1.1.1. The Bidder shall possess two (2) years of experience, within the last five (5) years, performing in-home aide or personal assistance services to adults with disabilities. Experience of the Bidder's Registered Nurse may be considered to meet the two (2) years of experience.

As proof of meeting this requirement, the Bidder shall provide two (2) reference letters from clients with its Bid attesting to the Bidder's or Bidder's Registered Nurse's capabilities (See Section 5.4.7 Reference Letters from Clients).

Each reference letter shall be from a client for whom the Bidder or the Bidder's Registered Nurse has provided goods and services within the past five (5) years and shall include the following information:

- 1) Name of client organization;
 - 2) Name, title, telephone number, and e-mail address of point of contact for client organization; and
 - 3) Value, type, duration, and description of goods and services provided.
- 1.1.2. The Bidder shall be licensed by the State of Maryland's Department of Health's Office of Health Care Quality (OHCQ) at the time of Bid submission, showing that it is certified as one (1) or more of the following:
- A. Home Health Agency (HHA);
 - B. Residential Service Agency (RSA); or
 - C. Nursing Referral Agency (NRA).

As proof of meeting this requirement, the Bidder shall provide copies of its license(s) with the Bid.

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2 Contractor Requirements: Scope of Work

2.1 Summary Statement

- 2.1.1 The Maryland Department of Human Services (DHS) Social Services Administration (SSA) Office of Adult Services (OAS) intends to award multiple Contracts to qualified vendors for the provision of In-Home Aide Services (IHAS). IHAS involves Personal Care, Chore Services, Respite Care, and Nursing Evaluation/Supervision via the Local Departments of Social Services (LDSS) for the purpose of maintaining or restoring health to the clients.
- 2.1.2 It is the State's intention to obtain goods and services, as specified in this IFB, from Contracts between the selected Bidders and the State. The anticipated duration of services to be provided under these Contracts is for a (5) five-year base period beginning on or about July 1, 2021 and ending on or about June 30, 2026.
- 2.1.3 DHS intends to make multiple awards within each of the following jurisdictions to qualified vendors for the provision of IHAS for the work under this IFB: Baltimore City, and Allegany, Baltimore, Calvert, Caroline, Carroll, Cecil, Charles, Dorchester, Frederick, Harford, Howard, Prince George's, Queen Anne's, Somerset, St. Mary's, Talbot, Washington, Wicomico and Worcester Counties. See **Section 4.9 Award Basis** for more Contract award information.

Note: Anne Arundel, Garrett, Kent and Montgomery counties have chosen to develop their own local arrangements for services and are not a part of this solicitation.

A Bidder can propose to serve more than one jurisdiction, however a separate Financial Bid Form (Attachment B-1) and Transmittal Page (Appendix 11) must be submitted for each jurisdiction it proposes to serve. The Bidder's home or field office must be within 40 miles of the farthest point of the jurisdiction(s) seeking to serve. The Bidder's office does not need to be within the jurisdiction(s) upon which they are bidding. The Bidder's office does not need to be in Maryland.

- 2.1.4 A Bidder, either directly or through its subcontractor(s), must be able to provide all goods and services and meet all of the requirements requested in this solicitation, and the successful Bidder (the Contractor) shall remain responsible for Contract performance regardless of subcontractor participation in the work.
- 2.1.5 A Contract award does not ensure a Contractor will receive all or any State business under the Contract.

2.2 Background and Purpose

IHAS is a program of the OAS under the SSA and mandated by the Annotated Code of Maryland, Human Services Article, Sections 6-501 – 6-505 (**Appendix 3**). These services are provided via Certified Nursing Assistants (CNA).

IHAS is provided in the homes of individuals who are eligible and have a functional disability as defined in COMAR 07.02.14.02 B (6) (i.e. cannot perform activities of daily living such as dressing, bathing, eating, toileting, transferring from bed to chair, etc. without assistance). Services provided are intended to:

- A. Prevent or reduce the incidence or length of institutional placement;
- B. Prevent or reduce the length of out of home placement of children;
- C. Prevent abuse, neglect or exploitation of vulnerable adults; and
- D. Promote safety, stability, and self-sufficiency.

2.2.1 State Staff and Roles

A. The State Contract Monitor

The State Contract Monitor will serve as the sole point of contact for the Contractor in regard to the Contracts resulting from this IFP.

B. LDSS IHAS Supervisor

A LDSS IHAS Supervisor for each jurisdiction, as designated by the State Contract Monitor, will be responsible for the day to day request for services and operations of Contracts within its jurisdiction.

2.3 Responsibilities and Tasks

2.3.1 Staffing

The Contractor shall:

- A. Employ at least one (1) Registered Nurse (RN) and five (5) Certified Nursing Assistants (CNAs) throughout the life of the Contract. The RN must supervise the CNAs.
- B. Ensure RNs and CNAs are proficient in English.
- C. Serve as the primary and consistent provider of IHAS upon being assigned that client.
- D. Perform the duties outlined in the client's IHAS Personal Care Plan (see **Appendix 6**).
- E. Ensure its staff are available to provide services on weekends, as a client's needs or schedule may require services on Saturday or Sunday.
- F. Provide substitute CNAs in the event a CNA is absent or on leave in accordance with **Section 3.11.3**. The LDSS IHAS Supervisor may request services from another contractor in the event the Contractor fails to identify a substitute within one (1) hour of notifying the LDSS IHAS Supervisor of the CNA's absence.
- G. Provide its RNs and CNAs a minimum of two (2) in-service training programs annually on such topics related to safety, efficacy, and efficient service provision to clients, which shall include CPR training. The Contractor shall maintain training documentation in its personnel records with copies submitted to the LDSS IHAS Supervisor by the 15th Business Day of each month for the previous month's training.
- H. Identify a liaison to work with each LDSS IHAS Supervisor in order to communicate changes in the client's condition, health, needs, circumstances etc. Preferably, the liaison will be the RN or the liaison will have consistent contact with the RN and be able to clearly articulate all particular circumstances/issues for the Contractor's clients. The liaison shall be available at least monthly, at the LDSS's request, to attend a meeting to discuss case progress updates, IHAS Personal Care Plans, IHAS Service Plans and concerns.

2.3.2 Scope of Work

- 2.3.2.1 The LDSS IHAS Supervisor or designee will request services from Contractors between the hours of 7:00 AM and 4:30 PM, Monday through Friday. The request may be verbal or in writing (via email or fax). In the request, the following will be specified:

- A. The type of request (new client, current client, or quick response);
 - B. The number of hours of service provided; and
 - C. The type of service(s) to be provided.
- 2.3.2.2 The Contractor shall respond to the various requests within the set time frame. If the Contractor does not respond to the requests by the set time frame, the LDSS IHAS Supervisor or designee may withdraw the request and offer the request to another Contractor.
- 2.3.2.3 For Quick Response Service requests, the Contractor has (1) Business Day from the time of the initial request to respond. Quick Response Service is defined in **Section 2.3.8**.
- 2.3.2.4 For a current client request, the Contractor has (2) Business Days from the time of the initial request to respond.
- 2.3.2.5 For a new client request, the Contractor has (3) Business Days from the time of the initial request to respond.
- 2.3.2.6 Once the Contractor accepts the request in writing (via email or fax or the statewide information system), the LDSS IHAS Supervisor or designee will confirm the request by forwarding a Purchase of Services Order (**Appendix 5**) and an IHAS Service Plan (**Appendix 4**) to the Contractor prior to the Contractor's first scheduled contact with the client.
- 2.3.2.7 If there is a change in the IHAS Service Plan, the LDSS IHAS Supervisor will notify the Contractor via telephone or email and send an updated IHAS Service Plan prior to the start of the change in service.
- 2.3.2.8 If Personal Care is indicated on the IHAS Service Plan, an IHAS Personal Care Plan (**Appendix 6**) shall be completed by the RN at the initial client meeting (see **Section 2.3.5**).
- 2.3.2.9 On the day of service, the CNA shall fill out the IHAS Aide Case Monthly Report (**Appendix 8**). Prior to leaving the client's home, the CNA will review the form with the client or caregiver and obtain one of their signatures indicating agreement on the services rendered and the service times.

2.3.3 **Conditions Governing Service Delivery**

The Contractor shall:

- A. In the event service is not provided as scheduled, contact the authorizing LDSS IHAS Supervisor via telephone within one (1) hour following the agreed upon start time to explain the service failure. Details on the most common types of service failures, and their related requirements, are listed below:
 - 1. CNA Not Available
If the CNA, due to unforeseen circumstances (e.g. car accident or family emergency), cannot render services and/or a substitute CNA cannot provide the equivalent services, the LDSS IHAS Supervisor may withdraw the Purchase of Services Order and request services from another Contractor. The Contractor shall submit a Missed Service Report (**Appendix 7**) to the LDSS IHAS Supervisor no later than five (5) Business Days after the unmet service order.
 - 2. Client Not Available

If the Contractor attempts to render service, and the client is not available for service (e.g. not at home), the Contractor shall document the incident on the Monthly Report and Invoice of In-Home Aide Services Provided (**Appendix 9, a separate Excel form**). The Contractor is eligible to receive payment for up to one (1) hour of the attempted service. The Contractor shall submit a Missed Service Report (**Appendix 7**) to the LDSS IHAS Supervisor no later than five (5) Business Days of the unmet service order. The LDSS IHAS Supervisor will follow-up with the client to verify the information shown on the Missed Service Report.

- B. In the event the Contractor declines a request for services, provide written documentation to the LDSS IHAS Supervisor within five (5) Business Days after declining a request for service. The written documentation shall include a reason/explanation for the declination.

The LDSS IHAS Supervisor will require Contractor to submit a Corrective Action Plan (CAP) following i) three (3) consecutive declinations; ii) three (3) declinations within a period of three (3) months; or iii) three (3) failures to provide service due to CNA unavailability. The Contractor shall submit a CAP within the timeframe indicated.

- C. Notify the LDSS IHAS Supervisor of any incident where a client or CNA or RN may have acted inappropriately (e.g. theft, damaged property, etc.) by the close of business on the same day. A written report to the LDSS IHAS Supervisor shall follow by the close of business on the next Business Day after the incident stating what occurred and the actions taken by the Contractor.

- D. Ensure its CNAs or RNs, in the event they observe evidence of client injury or suspect the client is a victim of abuse or neglect, make a report to the Contractor's supervisor. The Contractor's supervisor shall notify the LDSS IHAS Supervisor verbally as soon as the incident is reported. Written documentation of the suspected abuse or neglect or evidence of client injury shall be submitted to the LDSS IHAS Supervisor no later than the next Business Day following the verbal report.

- E. Ensure that services do not continue beyond the effective termination date on the Purchase of Services Order (**Appendix 5**).

- F. Not suspend, close, increase, or reduce the hours or days of service without receiving a new Purchase of Services Order (**Appendix 5**) from the LDSS Supervisor.

- G. Ensure its staff **shall not perform** the following acts:

1. Give a client enemas or douches;
2. Administer wound care;
3. Determine the quantity of medication the client shall take or give the dosage to the client;
4. Administer eye, ear, or nose drops;
5. Give injections;
6. Cut toenails, fingernails or shave a client who is a diabetic or hemophiliac;
7. Change sterile dressings;
8. Perform colostomy irrigation;
9. Engage in any care of tracheotomy tube and suctioning;
10. Apply heat devices;
11. Apply or administer prescribed medication;
12. Perform gastrostomy and nasogastric tube feedings;
13. Irrigate or change catheters;
14. Make judgments or give advice on medical or nursing problems;
15. Transfer large children or adults who are unable to assist with lifting; and/or

16. Take a client's blood pressure (unless this duty has been delegated by an RN and the Care Plan provides specific reporting parameters).

H. Supply all protective clothing and/or supplies (i.e. gloves, masks, gowns, etc.).

Note: Contractors should be aware that some clients referred for service may have communicable diseases. DHS is therefore alerting all Contractors to follow the recommendations of the Centers for Disease Control (www.cdc.gov/niosh/topics/bbp/) and the use of Universal Precautions. Universal Precautions shall be used with all clients.

2.3.4 **Chore Service**

Chore Services are provided to decrease risk to the client and, with the rare exception of transporting the client to an appointment, are to be performed in the client's living area or building only. The Contractor shall ensure its CNAs are capable of performing all of the following duties:

- A. Planning regular and special diets, shopping for necessary food supplies, storing food, preparing and serving regular and special dietary meals;
- B. Shopping for clothing or supplies;
- C. Laundering clothes at a machine in the client's building, or by hand if there are only a few clothing items. Sewing, mending, and light ironing of clothing;
- D. Washing dishes or loading and unloading dishwasher;
- E. Making the bed and changing the bed linens;
- F. Emptying trash, vacuuming rugs and sweeping bare floors;
- G. Cleaning bathroom fixtures (including cleaning the basin, bathtub, mirror, and the inside and outside of toilet);
- H. Cleaning appliances to include the stovetop, oven, and microwave, as well as the countertops in the kitchen (e.g. – sink, table);
- I. Cleaning tile in kitchen and/or bathroom, and walls and floors; and
- J. Transporting the client to and from appointments.

2.3.5 **Personal Care Services**

Prior to initiating Personal Care services, the Contractor's RN shall evaluate the IHAS client during an in-person meeting with the client and the client's informal support person(s), the assigned CNA, and the client's LDSS case worker. During this initial meeting, held in the client's home, the RN shall complete the client's IHAS Personal Care Plan (**Appendix 6**) with input from the meeting participants. No later than three (3) Business Days following the meeting, the RN shall submit a copy of the IHAS Personal Care Plan to the LDSS IHAS Supervisor. Additionally, the RN shall provide ongoing evaluation of the client (see **Section 2.3.6 A**).

- A. The Contractor shall provide the following Personal Care Services:

1. Bathing activities, including partial or complete sponge baths, tub baths and showers;
2. Grooming activities, such as assistance with dressing, shampooing hair, filing, and cleaning fingernails and toenails;
3. Oral hygiene activities, including brushing teeth, cleaning dentures, and caring for gums;
4. Assistance with eating;
5. Toileting activities, including assisting the client with using a bed pan or commode; emptying colostomy/ileostomy bag, and incontinence care.
6. Transferring activities, including moving the client in and out of bed; to a wheelchair or chair; and assisting the client with walking and prescribed exercise routines;
7. Skin Care of clients confined to a bed, including changing the bed with the client in it; and
8. Documenting all contact with clients including notes regarding the client's progress.

2.3.6 Nursing Evaluation and Supervision

Contractors shall provide Nursing Evaluation of a client and Nursing Supervision of a CNA, when performing Personal Care Services.

A. When performing Nursing Evaluation, the RN shall:

1. Perform their duties within the guidelines set forth in the Maryland Nurse Practice Act:
 - a) <https://mbon.maryland.gov/Pages/nurse-practice-act.aspx>
 - b) Regulation on Home Health Aides COMAR 10.39.01.09 B. Please note that in the regulation 10.39.01.09 B (1) (b) the correct federal citation is 42 CFR 484.80, not 484.36:
<http://www.dsd.state.md.us/comar/comarhtml/10/10.39.01.09.htm>
 - c) Annotated Code of Maryland, Health Occupations, Title 8 Nurses
2. Make home visits at least every sixty (60) days to assess the client's condition and supervise the quality of Personal Care provided by the CNA. The RN shall also review:
 - a) The IHAS Personal Care Plan;
 - b) The interactions and relationship between the client and CNA;
 - c) The CNA's performance and ability to deliver the required IHAS; and
 - d) The continued need for Personal Care Services and the need for other services.
3. Makes home visits whenever the RN receives information suggesting there has been a significant change in a client's condition or as requested by the LDSS IHAS Supervisor.

4. Submit a new or updated IHAS Personal Care Plan after each home visit and assessment.
- B. When providing Nursing Supervision of a CNA, the RN shall:
1. Provide Personal Care instructions, demonstrate any needed skills to the CNA (including proper use of protective equipment and supplies) and receive a correct return demonstration of the procedures from the CNA. If the CNA is unable to provide a correct return demonstration, the RN shall assign another CNA who can correctly perform the procedure.
 2. Provide instructions and demonstrations prior to any CNA providing Personal Care to the client whenever (i) there is a change in the Personal Care Services provided to the client, or (ii) the RN determines it is necessary based on changes in the client's condition, needs, or standards of care.
 3. Conduct a home visit within sixty (60) days following the initial services and at least every sixty (60) days thereafter and whenever the RN determines that there is a significant change in the Personal Care the CNA is providing.
 4. Monitor changes in the CNA's performance of care with a home visit starting at least sixty (60) days following the initiation of service and at least every sixty (60) days thereafter and or whenever the RN determines that there is a significant change in the Personal Care the CNA is providing, requiring a new demonstration of the correct procedures.

2.3.7 **Respite Care**

Respite Care involves supervising an adult with a disability in the absence of their regular caregiver. The caregiver must be an adult. Respite Care may also include the provision of Chore Services when these services are integral but subordinate to the provision of Respite Care.

Prior to the initiation of Respite Care services, the Contractor's RN shall evaluate the IHAS client during a joint meeting with the client, the assigned CNA, the client's LDSS case worker and caregiver/informal support person(s). The purpose of this evaluation is to identify the client's needs and to ensure the client's needs are not beyond the scope of the IHAS program. The RN shall complete the client's IHAS Personal Care Plan with input from the meeting participants. Following the meeting, the RN shall submit all paperwork (Purchase of Service Order, RN's evaluation) to the LDSS IHAS Supervisor. The LDSS IHAS Supervisor will determine the method of receipt.

On the day of service, the CNA shall assume care of the client after talking with the current caregiver regarding the client's current condition and after inputting information regarding that day's service on the Monthly Report and Invoice of In-Home Aide Services Provided (**Appendix 9, a separate Excel form**) by indicating their start time. When care of the client is returned to the caregiver, the form is completed indicating any duties outside of Respite Care (such as Personal Care Services or Chore Services) that were performed by the CNA and confirmation signatures of the CNA and caregiver.

The CNA shall not leave the client's home until the client's caregiver resumes care of the client.

2.3.8 Quick Response Services

The LDSS IHAS Supervisor or designee will verbally request the services from the Contractor for Quick Response Services. Information regarding personnel designated by the LDSS IHAS Supervisor to initiate Quick Response Services will be provided to the successful Bidders at the Post Award Orientation Conference.

The Contractor shall:

- A. Respond to a request for Quick Response Services within 1 Business Day of receiving a request from the LDSS IHAS Supervisor. Services may be requested on a 24-hour basis seven days per week. If the Contractor declines the request, it shall provide written documentation to the LDSS IHAS Supervisor as to the reason for the declination within five (5) Business Days following the declination.
- B. Designate a contact person, and back-up contact, along with after-hours contact information, from whom the LDSS IHAS Supervisor can request Quick Response Services. The contact person shall be available on a 24-hour basis.

Note: A Quick Response Service request for a client needing Personal Care Services will involve the initial meeting/evaluation only, not the actual provision of services.

2.3.9 Contractor's Supervisor, Project Manager and Emergency Contact

- A. The Contractor shall designate an individual to serve as the Contractor's Project Manager and identify that individual, as well as their designee, on the **Transmittal Page (Appendix 11)**. The Contractor shall include contact information for both individuals on the Transmittal Page. The Contractor's Project Manager has overall responsibility for ensuring performance of the Contract and shall be available to discuss and report on the day-to-day operations and resolution of concerns.
- B. The Contractor shall designate an individual to serve as the Contractor's Supervisor and identify that individual, as well as their designee, on the **Transmittal Page (Appendix 11)**. The Contractor shall include contact information for both individuals on the Transmittal Page. The Contractor's Supervisor shall coordinate requested services with the LDSS IHAS Supervisor. This person will be available to accept referrals, monitor service delivery, confirm that the IHAS Service Plan (**Appendix 4**) is being carried out, designate hours being delivered to clients, ensure deliverables are submitted on time, and participate in meetings and case conferences to coordinate service delivery.
- C. The Contractor shall also designate an individual to serve as the Contractor's Emergency Contact and identify that individual, as well as their designee, on the **Transmittal Page (Appendix 11)**. The Contractor shall include contact information

for both individuals on the Transmittal Page. The Contractor's Emergency Contact shall be available to discuss urgent issues with the LDSS IHAS Supervisor in each jurisdiction(s) in which it provides IHAS from 4:30 p.m. to 8 a.m. (Monday afternoon to Saturday morning). Contractors shall notify the LDSS IHAS Supervisor and State Contract Monitor, via email, of any changes to the Emergency Contact (name or contact information) within one Business Day of the change.

Note: Contractors may designate the same individual to serve as the Supervisor, Project Manager and Emergency Contact.

D. The Contractor shall ensure that all email addresses, telephone numbers and actual contact person information is up to date and on file with the SSA Project Manager.

2.3.10 **Record Keeping**

The Contractor shall retain and maintain the following records and documents for a period of no less than three (3) years after the date of final payment, in accordance with COMAR 21.07.01.21:

A. All books and records, including documents that reflect all direct or indirect client contacts and costs expended in the performance of this Contract.

B. RN and CNA documentation including: licenses/certifications; documentation of attendance at required training sessions; verification of the education requirements found in **Section 3.10.2**; and verification of criminal background checks. This documentation shall be updated as necessary (e.g., when hiring a new employee or following a training session).

C. For every client:

- **Appendix 4:** DHR/SSA 525-A IHAS Service Plan
- **Appendix 5:** Purchase of Services Order
- **Appendix 6:** DHR/SSA 525-B IHAS Personal Care Plan
- **Appendix 7:** Missed Service Report
- **Appendix 8:** IHAS Aide Case Monthly Report
- **Appendix 9:** DHR/SSA-503 Monthly Report and Invoice of In-Home Aide Services Provided
- **Appendix 10:** DHR/SSA-516 Monthly In-Home Aide Direct Services Report
- **Appendix 14:** In-Home Aide Service One Time Only Referral and Service Plan.
- **Medical Record:** The medical record shall include copies of any correspondence or information obtained concerning each client's health, medical condition or treatment.

D. Following this three (3) year-period, the Contractor shall purge the documents. Purging shall not involve simply abandoning the documents/ information in dumpsters or other containers that are accessible by the public or other unauthorized persons. Rather, the Contractor shall:

1. For physical documents, shred, burn, pulp, or pulverize the records so that the documents are rendered essentially unreadable, indecipherable, and otherwise cannot be reconstructed.
2. In regards documents stored on electronic media, clear (using software or hardware products to overwrite media with non-sensitive data), purge (degauss or expose the media to a strong magnetic field in order to disrupt the recorded magnetic domains), or destroy the media (disintegrate, pulverize, melt, incinerate, or shred).
3. Meet the requirements of IRS Document 1075 pertaining to security of Federal Tax Information (FTI) and related information (**Appendix 17**).

2.3.11 Contract Monitoring

- A. State Contract Monitor shall monitor the Client and Family Satisfaction Surveys (**Appendix 15**) and the LDSS Satisfaction Surveys (**Appendix 16**) annually.
- B. LDSS IHAS Supervisor shall monitor the service delivery and Deliverables quarterly.
- C. Contractors shall:
 1. Comply with all processes and requests made by the State Contract Monitor or designee in conducting monitoring oversight activities during the term of the Contract.
 2. Allow State Contract Monitor or designee 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.

2.3.12 Deliverables

Contractors shall submit the reports to the appropriate LDSS IHAS Supervisor no later than the 15th Business Day of each month for the previous month’s activities, unless stated otherwise. The following reports will be entered into DHS’ Information System being utilized at the time of this contract:

Deliverables Summary Table*

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
Appendix 4	DHR/SSA 525-A <u>IHAS Service Plan</u>	These reports will be entered into DHS’ Information System being utilized at the time of this contract.	15 th Business Day of each month for the previous month’s activities.

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
Appendix 5	Purchase of Services Order	These reports will be entered into DHS' Information System being utilized at the time of this contract.	15 th Business Day of each month for the previous month's activities.
Appendix 6	DHS/SSA 525 B-IHAS Personal Care Plan	These reports will be entered into DHS' Information System being utilized at the time of this contract.	15 th Business Day of each month for the previous month's activities.
Appendix 7	Missed Service Report	These reports will be entered into DHS' Information System being utilized at the time of this contract.	15 th Business Day of each month for the previous month's activities.
Appendix 8	<p>IHAS Aide Case Monthly Report</p> <p>This report monitors the progress and/or needs of the client.</p> <p>This report is also submitted no later than five (5) Business Days following a change in the client's situation.</p>	These reports will be entered into DHS' Information System being utilized at the time of this contract.	15 th Business Day of each month for the previous month's activities.
Appendix 9	<p>DHR/SSA 503 Monthly Report and Invoice of In-Home Aide Services Provided</p> <p>(A separate Excel form)</p> <p>This report ensures that the services assigned to the CNA are being provided on the days and for the</p>	These reports will be entered into DHS' Information System being utilized at the time of this contract.	15 th Business Day of each month for the previous month's activities.

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
	<p>number of hours assigned.</p> <p>The Contractor shall attach each client's DHS/SSA 503 Form to Form DHS/SSA 516.</p> <p>This form is used to invoice for payment.</p>		
Appendix 10	<p>DHR/SSA 516 Monthly In Home Aide Direct Services Report</p> <p>(A separate Excel form)</p> <p>This form, in conjunction with the DHS/SSA 503 Form, summarizes the services delivered by the Contractor.</p>	<p>These reports will be entered into DHS' Information System being utilized at the time of this contract.</p>	<p>15th Business Day of each month for the previous month's activities.</p>
Appendix 14	<p>In-Home Aide Service One Time Only Referral and Service Plan</p> <p>(If applicable.)</p>	<p>These reports will be entered into DHS' Information System being utilized at the time of this contract.</p>	<p>15th Business Day of each month for the previous month's activities.</p>
Appendix 15	<p>Client and Family Satisfaction Survey of IHAS Vendor</p>	<p>These reports will be entered into DHS' Information System being utilized at the time of this contract.</p>	<p>Quarterly</p>
Appendix 16	<p>LDSS Satisfaction Survey of IHAS Vendor</p>	<p>These reports will be entered into DHS' Information System being utilized at the time of this contract.</p>	<p>Quarterly</p>

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
Contractor's Letterhead	Monthly Invoice – Submitted on the Contractor's letter head (See Section 3.3 Invoicing).	These reports will be entered into DHS' Information System being utilized at the time of this contract.	15 th Business Day of each month for the previous month's activities.
Certificate of Insurance	Certificate of Insurance	These reports will be entered into DHS' Information System being utilized at the time of this contract.	The Contractor shall submit proof of insurance renewal to the LDSS IHAS Supervisor no later than thirty (30) days following the policy's renewal (see Section 3.6.3).
CNA Certifications and RN Licenses are due to the LDSS IHAS Supervisor at Post Award Orientation Conference and Thereafter by June 1 of Each Contract Year:			
CNA Certification	CNA Certification	These reports will be entered into DHS' Information System being utilized at the time of this contract.	Copies of all CNA certifications are due to the LDSS IHAS Supervisor at the Post Award Orientation Conference and by June 1 of each Contract year. The Contractor shall provide copies of certifications for new staffers before those staffers begin work under the Contract.
RN Licenses	RN Licenses	These reports will be entered into DHS' Information System being utilized at the time of this contract.	Copies of all RN licenses are due to the LDSS IHAS Supervisor at the Post Award Orientation Conference and by June 1 of each Contract year. The Contractor shall provide copies of licenses for new staffers before those

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
			staffers begin work under the Contract.
*The Deliverables Summary Table may not list every contractually required deliverable. Bidders and Contractors should read the IFB thoroughly for all Contract requirements and deliverables			
<p align="center">Failure to submit all Reports required may result in the reduction or withholding of Contract payment or suspending new referrals. The LDSS IHAS Supervisor may request a Corrective Action Plan (CAP) from a Contractor if any Report is 60 days in arrears.</p>			

2.3.13 Performance Measures

The Department intends to enter into performance-based Contracts with multiple IHAS Providers in all geographical regions of the State.

The performance measures will be compiled and scored quarterly for each base year of the Contract– after 3, 6, 9, and 12 months. Each Bidder who receives a Contract under this IFB will receive a performance score for each jurisdiction for which it is to provide services. The Department will take an average of the performance scores from each jurisdiction, and the average score across all jurisdictions will be the performance score for the Contractor for that quarter. If a Contractor does not provide services in a particular jurisdiction and also did not decline to provide services in that jurisdiction, there will be no performance score for that jurisdiction for that quarter.

While performance scores will be recorded each quarter, the State Contract Monitor will evaluate the scores on an annual basis. The Contractor will receive an annual performance score, which will be the average of all quarterly performance scores.

All quarterly performance scores (for each jurisdiction) will be based on the following three (3) performance measures: Service Delivery, Deliverables, and Satisfaction Surveys and will be weighted as shown in Chart A.

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Chart A

Indicator	Performance Measure	Total Available Points
A. Service Delivery (60%)	Response to Request for Services	30
	Timely Response to Service Request for Current Clients and New Clients	30
B. Deliverables (30%)	Timely submission of Reports DHR/SSA 525-B IHAS Personal Care Plan	15
	IHAS Aide Case Monthly Report This report monitors the progress and/or needs of the client.	15
C. Satisfaction Surveys (10%)	Client and Family Satisfaction Survey	5
	LDSS Satisfaction Survey	5
TOTAL		100

A. Service Delivery (60 pts): The successful provision of home health care depends on service delivery; therefore, sixty percent (60%) of the weight of the performance measures is devoted to home service delivery.

Service Delivery will be measured through the following:		
Response for Service Request		Section 2.3.3B
Timely response for request	Quick Response	Section 2.3.2.3
		Section 2.3.8A
		Section 2.3.8B
	Current Client	Section 2.3.2.4
	New Client	Section 2.3.2.5

- B. Deliverables (30 pts):
 - 1. DHR/SSA 525-B IHAS Personal Care Plan (**Appendix 6**)
 - 2. IHAS Aide Case Monthly Report (**Appendix 8**)
 This report monitors the progress and/or needs of the client.

C. Satisfaction Surveys (10 pts)

1. Client and Family Satisfaction Survey

The Client and Family Satisfaction Survey will be used for monitoring CNAs and RNs performance. This satisfaction survey will be completed directly by the client or their family member or assigned caregiver twice a year.

NOTE: Contractor’s annual Performance Scores will not be negatively impacted due to clients’ failure to return the survey.

2. LDSS Satisfaction Survey

The LDSS Satisfaction Survey will be used for monitoring performance of the Contractors. This satisfaction survey will be completed by IHAS Supervisor or Case Worker twice a year.

2.3.14. Performance Measures – Scoring

For each quarterly Performance Report per jurisdiction, each of the three (3) Performance Measures listed above will be scored according to scoring rubric as listed in Chart B – Below.

Chart B - Summary of Performance Measures and Scoring Rubric

Outcome Areas	Acceptable & Unacceptable Level	Performance Measure	Rating Period
<ul style="list-style-type: none"> • Service Delivery 	<p style="text-align: center;">Response to Service Request</p> <p style="text-align: center;">Up to 1 declination = 30 Points 2 consecutive declinations = 21 Points Three (3) consecutive declinations, or three (3) declinations within a period of three (3) months or three (3) failures to provide service due to CNA unavailability. = 0 Points & Corrective Action Plan (CAP)</p>	Request for Services	<p style="text-align: center;">Quarterly Jul. – Sep. Oct. – Dec. Jan. – Mar. Apr. – Jun.</p>

	Timely response to request		
	Up to 2 Missed Timely Responses = 30 Points 3 Missed Timely Responses = 21 Points 4 or more Missed Timely Responses = 0 Points and a CAP	Timely Response to Service Request for Current Client and New Client	
• Deliverables	On Time = 15 Points Late (1 – 59 days in arrears) = 10.5 Points Unacceptable (60 days or more in arrears) = 0 Points and a CAP	Timely submission of Reports IHAS Personal Care Plan (Appendix 6)	Quarterly Jul. – Sep. Oct. – Dec. Jan. – Mar. Apr. – Jun.
	On Time = 15 Points Late (1 – 59 days in arrears) = 10.5 Points Unacceptable (60 days or more in arrears) = 0 Points and a CAP	IHAS Aide Case Monthly Report (Appendix 8)	
• Client and Family Satisfaction Survey	50 – 36 Satisfaction Score = 5 Points 35 – 21 Satisfaction Score = 3.5 Points 20 and less Satisfaction Score = 2 Points	Customer Satisfaction	Biannually
• LDSS Satisfaction Survey	50 – 36 Satisfaction Score = 5 Points 35 – 21 Satisfaction Score = 3.5 Points 20 and less Satisfaction Score = 2 Points	Customer Satisfaction	Biannually

2.3.15. Performance Measures – Annual Review

The Department will conduct an annual review of the performance scores for each Contractor. Performance Reports will be sent to Contractors on an annual basis.

Chart C

Findings, Consequences and Goals for Annual Review		
Contract Year	Acceptable Level = 70 – 100 points Unacceptable Level = 0 - 69 points	Reporting Quarter
Base Year 1 July 1 – June 30th	Contractors that score 70 and above points in Base Year 1 will continue to receive new service requests. Contractors that score 69 points or below will be required to submit a CAP.	1
		2
		3
		4
Base Year 2		5

July 1 – June 30th	Contractors that score 70 and above points in Base Year 2 will continue to receive new service requests.	6
		7
		8
Base Year 3 July 1 – June 30th	Contractors that score 69 points or below in Base Year 2 will be required to submit a CAP. Contractors that scored 69 points or below in Base Years 1 and 2 will require the Contractor to submit a CAP and no new service referrals.	9
		10
		11
Base Year 3 July 1 – June 30th	Contractors that score 70 and above points in Base Year 3 will continue to receive new service requests.	12
		13
		14
Base Year 4 July 1 – June 30th	Contractors that score 69 points or below in Base Year 2 will be required to submit a CAP. Contractors that scored 69 points or below in Base Years 2 and 3 will require the Contractor to submit a CAP and no new service referrals. Contractors that scored 69 points or below in Base Years 1, 2 and 3 will require the Contractor to submit a CAP and no new service referrals.	15
		16
		17
Base Year 4 July 1 – June 30th	Contractors that score 70 points and above in Base Year 4 will continue to receive new service requests.	18
		19
		20
Base Year 5 July 1 – June 30th	Contractors that score 69 points or below in Base Year 4 will be required to submit a CAP. Contractors that scored 69 points or below in Base Years 4 and 5 will require the Contractor to submit a CAP and no new service referrals.	21
		22
		23
<p>Note:</p> <ul style="list-style-type: none"> • Sixty (60) days after each base year, Contractors will receive individual performance scores as well as their ranking order compared to other Contractors. • Contractors will be notified thirty (30) days prior to the new Base Year if any changes are made to the Performance Measures. 		

2.3.14 Corrective Action Plan

At any given time period, contractors whose performance scores fall below or at 69 points (unacceptable level) will be required to submit a Corrective Action Plan (CAP) to the LDSS IHAS Supervisor. Contractors who consistently fall at or below 69 points

(unacceptable level) may be subject to termination or non-renewal of their contract.

2.3.15 Confidentiality

Except in accordance with a court order, neither Party shall use or disclose any information concerning a recipient of the services provided under the Contracts that result from this IFB for any purposes not directly connected with the administration of such services, except upon written consent of the Party providing the information and the recipient or his or her responsible parent, guardian, or legal representative or as required under §10-611 *et seq.*, State Government Article, Maryland Annotated Code.

The Parties may use and disclose statistical data derived from information concerning a recipient of the services provided under the Contracts that result from this IFB so long as that statistical data does not identify any recipient of such services.

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3 Contractor Requirements: General

3.1 Contract Initiation Requirements

- A. The State shall schedule and hold a virtual kickoff meeting within 10 Business Days of Notice To Proceed (NTP) Date. At the kickoff, the Contractor shall furnish an updated Project Schedule describing the activities for the Contractor, the State, and any third parties for fully transitioning to the Contractor's solution.
- B. The appropriate virtual meeting information will be provided to all Contractors after contract award.

3.2 End of Contract Transition

- 3.2.1 The Contractor shall provide transition assistance as requested by the State to facilitate the orderly transfer of services to the State or a follow-on contractor, for a period up to 90 days prior to Contract end date, or the end date of any final exercised option or contract extension, or the termination thereof.

The LDSS Project Manager may provide the Contractor with additional instructions to meet specific transition requirements prior to the end of Contract.

Such transition efforts shall consist, not by way of limitation, of:

- A. Provide additional services and support as requested to successfully complete the transition;
 - B. Maintain the services called for by the Contract at the required level of proficiency;
 - C. Provide updated System Documentation (see **Appendix 1**), as appropriate; and
 - D. Provide current operating procedures (as appropriate).
- 3.2.2 The Contractor shall work toward a prompt and timely transition, proceeding in accordance with the directions of the Contract Monitor. The Contract Monitor may provide the Contractor with additional instructions to meet specific transition requirements prior to the end of the Contract.
 - 3.2.3 The Contractor shall ensure that all necessary knowledge and materials for the tasks completed are transferred to the custody of State personnel or a third party, as directed by the Contract Monitor.
 - 3.2.4 The Contractor shall support end-of-Contract transition efforts with technical and project support to include but not be limited to:
 - A. The Contractor shall provide a draft Transition-Out Plan 120 Business Days in advance of Contract end date.
 - B. The Transition-Out Plan shall address at a minimum the following areas:
 - 1) Any staffing concerns/issues related to the closeout of the Contract;
 - 2) Communications and reporting process between the Contractor, the Maryland Department of Human Services and the Contract Monitor;
 - 3) Security and system access review and closeout;
 - 4) Any hardware/software inventory or licensing including transfer of any point of contact for required software licenses to the Maryland Department of Human Services or a designee;
 - 5) Any final training/orientation of Maryland Department of Human Services staff;

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

3.2.5 Return and Maintenance of State Data

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

3.3 Invoicing

3.3.1 General

- A. The Contractor shall enter their invoices in the DHS Information System(s) or in the manner designated by the Department or by the LDSS. The contractor shall email the original of each invoice and signed authorization to invoice to the Contract Monitor.
- B. All invoices for services shall be verified by the Contractor as accurate at the time of submission.
- C. An invoice not satisfying the requirements of a Proper Invoice (as defined at COMAR 21.06.09.01 and .02) cannot be processed for payment. To be considered a Proper Invoice, invoices must include the following information, without error:
 - 1) Contractor name and address;
 - 2) Remittance address;
 - 3) Federal taxpayer identification (FEIN) number, social security number, as appropriate;
 - 4) Invoice period (i.e. time period during which services covered by invoice were performed);
 - 5) Invoice date;
 - 6) Invoice number;
 - 7) State assigned Contract number;
 - 8) State assigned (Blanket) Purchase Order number(s);
 - 9) Goods or services provided;
 - 10) Amount due; and
 - 11) Any additional documentation required by regulation or the Contract.
- D. Invoices that contain both fixed price and time and material items shall clearly identify each item as either fixed price or time and material billing.
- E. The DHS reserves the right to reduce or withhold Contract payment in the event the Contractor does not provide the DHS with all required deliverables within the time frame specified in the Contract or otherwise breaches the terms and conditions of the Contract until such time as the Contractor brings itself into full compliance with the Contract.
- F. Any action on the part of the DHS, or dispute of action by the Contractor, shall be in accordance with the provisions of Md. Code Ann., State Finance and Procurement Article §§ 15-215 through 15-223 and with COMAR 21.10.04.
- G. 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.
- H. 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.
- I. A Corrective Action Plan (CAP) may be required from the Contractor detailing how any deficiencies will be cured. If a CAP is required, the LDSS IHAS Supervisor will send written

notification to the Contractor. The Contractor shall respond to the request within the time frame requested. In conjunction with the LDSS IHAS Supervisor, the State Contract Monitor will, within ten (10) Business Days following receipt of the CAP, determine and notify the Contractor in writing whether the CAP is acceptable.

If Contract payment has been withheld or reduced or referral of cases has been suspended, Contract payment will be released and referral of cases will resume once all required deliverables are received and approved or any breach of Contract terms and conditions are known by both the LDSS IHAS Supervisor and State Contract Monitor to be cured.

If the CAP is not adhered to by the Contractor, action may be taken by the Procurement Officer to terminate the Contract in that jurisdiction.

3.3.2 Invoice Submission Schedule

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

- A. For items of work for which there is one-time pricing (see **Attachment B-1 Bid Form**) those items shall be billed in the month following the acceptance of the work by the Maryland Department of Human Services.

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

- A. The amount invoiced is inconsistent with the Contract;
- B. The proper invoice has not been received by the party or office specified in the Contract;
- C. The invoice or performance is in dispute or the Contractor has failed to otherwise comply with the provisions of the Contract;
- D. The item or services have not been accepted;
- E. The Contractor has not submitted satisfactory documentation or other evidence reasonably required by the Procurement Officer or by the Contract concerning performance under the Contract and compliance with its provisions.

3.3.4. Terms of Payment

The successful vendors shall bill the appropriate Local Department of Social Services by the 15th Business Day of the month following each month of service using the Purchase of Services Order (**Appendix 5**).

For hourly measured services, units should be calculated as follows:

- 1 – 14 minutes = 0.25 hours,
- 15 – 30 minutes = 0.50 hours,
- 31 – 45 minutes = 0.75 hours,
- 46 – 60 minutes = 1.00 hour.

Note: In cases where clients are eligible for Medicare, Medicaid, or other health insurance, Contractors are required to submit requests for those covered services to those or any other program from which a referred client is eligible for benefits, and from whom the Contractor is eligible to receive reimbursement. The Contractor will only invoice the LDSS for services not reimbursable through other programs.

3.4 Liquidated Damages

3.4.1 MBE Liquidated Damages

Inapplicable because there is no MBE goal for this IFB.

3.4.2 Liquidated Damages other than MBE

This Section Is Inapplicable to this IFB.

3.5 Disaster Recovery and Data

The following requirements apply to the Contract:

3.5.1 Data Ownership and Access

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

3.5.2 Provisions in **Sections 3.5.1 – 3.5.2** shall survive expiration or termination of the Contract. Additionally, the Contractor shall flow down the provisions of **Sections 3.5.1-3.5.2** (or the substance thereof) in all subcontracts.

3.6 Insurance Requirements

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

3.6.1 The following type(s) of insurance and minimum amount(s) of coverage are required:

- A. Commercial General Liability - of \$1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal and advertising injury and \$3,000,000 annual aggregate. The minimum limits required herein may be satisfied through any combination of primary and umbrella/excess liability policies.
- B. Errors and Omissions/Professional Liability - \$1,000,000 per combined single limit per claim and \$3,000,000 annual aggregate.

- C. Crime Insurance/Employee Theft Insurance - to cover employee theft with a minimum single loss limit of \$1,000,000 per loss, and minimum single loss retention not to exceed \$10,000. The State of Maryland and the DHS should be added as a “loss payee.”
 - D. Worker’s Compensation - The Contractor shall maintain such insurance as necessary or as required under Workers’ Compensation Acts, the Longshore and Harbor Workers’ Compensation Act, and the Federal Employers’ Liability Act, to not be less than one million dollars (\$1,000,000) per occurrence (unless a state’s law requires a greater amount of coverage). Coverage must be valid in all states where work is performed.
 - E. Automobile or Commercial Truck Insurance - The Contractor shall maintain Automobile or Commercial Truck Insurance (including owned, leased, hired, and non-owned vehicles) as appropriate with Liability, Collision, and PIP limits no less than those required by the State where the vehicle(s) is registered, but in no case less than those required by the State of Maryland.
- 3.6.2 The State shall be listed as an additional insured on the faces of the certificates associated with the coverages listed above, including umbrella policies, excluding Workers’ Compensation Insurance and professional liability.
- 3.6.3 All insurance policies shall be endorsed to include a clause requiring the insurance carrier provide the Procurement Officer, by certified mail, not less than 30 days’ advance notice of any non-renewal, cancellation, or expiration. The Contractor shall notify the Procurement Officer in writing, if policies are cancelled or not renewed within five (5) days of learning of such cancellation or nonrenewal. The Contractor shall provide evidence of replacement insurance coverage to the Procurement Officer at least 15 days prior to the expiration of the insurance policy then in effect.
- 3.6.4 Any insurance furnished as a condition of the Contract shall be issued by a company authorized to do business in the State.
- 3.6.5 The recommended awardee must provide current certificate(s) of insurance with the prescribed coverages, limits and requirements set forth in this section within five (5) Business Days from notice of recommended award. During the period of performance for multi-year contracts, the Contractor shall provide certificates of insurance annually, or as otherwise directed by the Contract Monitor.
- 3.6.6 The Contractor shall require any subcontractors to obtain and maintain comparable levels of coverage and shall provide the Contract Monitor with the same documentation as is required of the Contractor.

3.7 Security Requirements

The following requirements are applicable to the Contract:

3.7.1 Employee Identification

- A. Contractor Personnel shall display his or her company ID badge in a visible location at all times while on State premises. Upon request of authorized State personnel, each Contractor Personnel shall provide additional photo identification.
- B. Contractor Personnel shall cooperate with State site requirements, including but not limited to, being prepared to be escorted at all times, and providing information for State badge issuance.

- C. Contractor shall remove any Contractor Personnel from working on the Contract where the State determines, in its sole discretion, that Contractor Personnel has not adhered to the Security requirements specified herein.
- D. The State reserves the right to request that the Contractor submit proof of employment authorization of non-United States Citizens, prior to commencement of work under the Contract.

3.7.2 Security Clearance / Criminal Background Check

- A. The Contractor shall obtain at its own expense a Criminal Justice Information System (CJIS) State and federal criminal background check, including fingerprinting, for all Contractor Personnel. This check may be performed by a public or private entity.
- B. The Contractor shall provide certification to the Maryland Department of Human Services that the Contractor has completed the required criminal background check described in this IFB for each required Contractor Personnel prior to assignment, and that the Contractor Personnel have successfully passed this check.
- C. The CJIS criminal record check of each Contractor Personnel who will work on State premises shall be reviewed by the Contractor for convictions of any of the following crimes described in the Annotated Code of Maryland, Criminal Law Article:
 - 1) §§ 6-101 through 6-104, 6-201 through 6-205, 6-409 (various crimes against property);
 - 2) any crime within Title 7, Subtitle 1 (various crimes involving theft);
 - 3) §§ 7-301 through 7-303, 7-313 through 7-317 (various crimes involving telecommunications and electronics);
 - 4) §§ 8-201 through 8-302, 8-501 through 8-523 (various crimes involving fraud);
 - 5) §§9-101 through 9-417, 9-601 through 9-604, 9-701 through 9-706.1 (various crimes against public administration); or
 - 6) a crime of violence as defined in CL § 14-101(a).
- D. Contractor Personnel with access to systems supporting the State or to State data who have been convicted of a felony or of a crime involving telecommunications and electronics from the above list of crimes shall not be permitted to work on State premises under the Contract; Contractor Personnel who have been convicted within the past five (5) years of a misdemeanor from the above list of crimes shall not be permitted to work on State premises.
- E. A particular on-site location covered by the Contract may require more restrictive conditions regarding the nature of prior criminal convictions that would result in Contractor Personnel not being permitted to work on those premises. Upon receipt of a location's more restrictive conditions regarding criminal convictions, the Contractor shall provide an updated certification regarding the Contractor Personnel working at or assigned to those premises.

3.7.3 On-Site Security Requirement(s)

This Section is inapplicable to this IFB.

3.7.4 Information Technology

The Contractor shall:

- 1) Ensure that all such safeguards, including the manner in which State data is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws as well as the terms and conditions of the Contract.

3.7.5 Data Breach Responsibilities

- A. If the Contractor reasonably believes or has actual knowledge of a Data Breach, the Contractor shall, unless otherwise directed:
 - 1) Notify the appropriate State-identified contact within 24 hours by telephone in accordance with the agreed upon security plan or security procedures unless a shorter time is required by applicable law;
 - 2) Cooperate with the State to investigate and resolve the data breach;
 - 3) Promptly implement commercially reasonable remedial measures to remedy the Data Breach; and
 - 4) Document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services.
- B. If a Data Breach is a direct result of the Contractor's breach of its Contract obligation to encrypt State data or otherwise prevent its release, the Contractor shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by State law; (3) a credit monitoring service required by State or federal law; (4) a website or a toll-free number and call center for affected individuals required by State law; and (5) complete all corrective actions as reasonably determined by Contractor based on root cause; all [(1) through (5)] subject to the Contract's limitation of liability.

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

3.7.7 Provisions in **Sections 3.7.1 – 3.7.7** shall survive expiration or termination of the Contract. Additionally, the Contractor shall flow down the provisions of **Sections 3.7.4-3.7.7** (or the substance thereof) in all subcontracts.

3.7.8 Contractors shall abide by the hardware & software requirements of the **Laptop and Desktop Configurations Device Requirements Policy** (See **Appendix 13**) for devices that support the State of Maryland Agencies.

3.8 Problem Escalation Procedure

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

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

3.8.3 The Contractor shall provide the PEP no later than ten (10) Business Days after notice of recommended award or after the date of the Notice to Proceed, whichever is earlier. The PEP, including any revisions thereto, must also be provided within ten (10) Business Days after the start of each Contract year and within ten (10) Business Days after any change in circumstance

which changes the PEP. The PEP shall detail how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. The PEP shall include:

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

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

3.9 IT Security Audit Reporting & Compliance

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

Contractor shall obtain an independent, annual assessment of the Contractor's security protocols related to confidentiality and privacy controls, as required in Section 3.7.4, are in place and operating properly to ensure Sensitive Data, such as Personally Identifiable Information (PII), is adequately protected from disclosure. Such independent assessments of the Contractor's security protocols may include a SOC 1 Type 2 audit, a SOC 2 Type 2 audit, an ISO 27001 certification, or comparable.

3.10 Experience and Personnel

3.10.1 Preferred Bidder Experience

This section is inapplicable to this IFB.

3.10.2 Personnel Experience and Qualifications

The Contractors Key Personnel are those persons identified by the Bidder to do fulfill the work to be performed under this Contract.

- A. Licensed RN
- B. Certified CNAs

Ensure that all CNAs and RNs:

- 1. Are certified by the Maryland Board of Nursing;
- 2. As proof of meeting this requirement, the Bidder shall provide a copy of the aforementioned licenses and certifications with its Bid; and
- 3. The Bidder shall provide a copy of the CNA's and RN's resumes with their Bid.

3.10.3 Required Number of Personnel

This section is inapplicable to this IFB.

3.10.4 Key Personnel Identified

For the Contract, the following positions will be considered Key Personnel, and shall be required to meet the qualifications stated in **Section 3.10**.

- A. Registered Nurse (RN) – at least 1;
- B. Certified Nursing Assistants (CNA) – 5 or more;

3.10.5 Contractor Personnel Maintain Certifications

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

3.11 Substitution of Personnel

3.11.1 Continuous Performance of Key Personnel

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

- A. Key Personnel shall be available to perform Contract requirements as of the NTP Date. Unless explicitly authorized by the Contract Monitor or specified in the Contract, Key Personnel shall be assigned to the State of Maryland as a dedicated resource.
- B. Key Personnel shall perform continuously for the duration of the Contract. Key Personnel may not be removed by the Contractor from working under the Contract without the prior written approval of the Contract Monitor.

3.11.2 Definitions

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

- A. **Extraordinary Personal Event** – means any of: leave under the Family Medical Leave Act; an Incapacitating injury or Incapacitating illness; or other circumstances that in the sole discretion of the State warrant an extended leave of absence, such as extended jury duty or extended military service that precludes the individual from performing his/her job duties under the Contract.
- B. **Incapacitating** – means any health circumstance that substantially impairs the ability of an individual to perform the job duties described for that individual’s position in the IFB.

3.11.3 Contractor Personnel General Substitution Provisions

The following provisions apply to all of the circumstances of Contractor Personnel substitution described in **Section 3.11.4**.

- A. The Contractor shall demonstrate to the LDSS IHAS Supervisor’s satisfaction that the proposed substitute has qualifications at least equal to those of the Contractor Personnel proposed to be replaced.
- B. The Contractor shall notify the LDSS IHAS Supervisor, by phone and email, within one (1) hour following the knowledge of the CNA’s inability to provide service due to the CNA being absent from work. If the Contractor can provide a substitute, the Contractor shall email or fax a copy of the following to the LDSS IHAS Supervisor prior to the substitute rendering any service:
 - 1) A detailed explanation of the reason(s) for the substitution request;

- 2) The resume of the proposed substitute, signed by the substituting individual and his/her formal supervisor;
 - 3) The official resume of the current personnel for comparison purposes; and
 - 4) Evidence of any required credentials, i.e. CNA certification.
- C. The LDSS IHAS Supervisor may request additional information concerning the proposed substitution and may interview the proposed substitute personnel.
- D. The LDSS IHAS Supervisor will notify the Contractor in writing of: (i) the denial, or (ii) contingent or temporary approval for a specified time limit, of the requested substitution. Approval of Contractor Personnel replacement will not be unreasonably withheld or delayed.

3.11.4 **Replacement Circumstances**

A. Directed Personnel Replacement

- 1) The Contract Monitor or designee may direct the Contractor to replace any Contractor Personnel who, in the sole discretion of the Contract Monitor, are perceived as being unqualified, non-productive, unable to fully perform the job duties, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law, DHS policies, or Contract requirements. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation, as described in paragraph **3.11.4.A.2**.
- 2) If deemed appropriate in the discretion of the Contract Monitor, the Contract Monitor may give written notice of any Contractor Personnel performance issues to the Contractor, describing the problem and delineating the remediation requirement(s). The Contractor shall provide a written response to the remediation requirements in a Remediation Plan within ten (10) days of the date of the notice and shall immediately implement the Remediation Plan upon written acceptance by the Contract Monitor. If the Contract Monitor rejects the Remediation Plan, the Contractor shall revise and resubmit the plan to the Contract Monitor within five (5) days, or in the timeframe set forth by the Contract Monitor in writing.
- 3) Should performance issues persist despite an approved Remediation Plan, the Contract Monitor may give written notice of the continuing performance issues and either request a new Remediation Plan within a specified time limit or direct the substitution of Contractor Personnel whose performance is at issue with a qualified substitute, including requiring the immediate removal of the Contractor Personnel at issue.
- 4) Replacement or substitution of Contractor Personnel under this section shall be in addition to, and not in lieu of, the State's remedies under the Contract or which otherwise may be available at law or in equity.
- 5) If the Contract Monitor determines to direct substitution under **3.11.4.A.1**, if at all possible, at least fifteen (15) days advance notice shall be given to the Contractor. However, if the Contract Monitor deems it necessary and in the State's best interests to remove the Contractor Personnel with less than fifteen (15) days' notice, the Contract Monitor may direct the removal in a timeframe of less than fifteen (15) days, including immediate removal.
- 6) In circumstances of directed removal, the Contractor shall, in accordance with paragraph **3.11.4.A.1** of this section, provide a suitable replacement for approval

within fifteen (15) days of the notification of the need for removal, or the actual removal, whichever occurs first.

B. Key Personnel Replacement

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

3.11.5 Substitution Prior to and Within 30 Days After Contract Execution

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

3.12 Minority Business Enterprise (MBE) Reports

This solicitation does not include MBE goals.

3.13 Veteran Small Business Enterprise (VSBE) Reports

This solicitation does not include VSBE goals.

3.14 Work Orders

This section is inapplicable to this IFB.

3.15 Additional Clauses

3.15.1 No-Cost Extensions

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

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4 Procurement Instructions

4.1 Pre-Bid Conference

- 4.1.1 A Pre-Bid Conference (Conference) will be held **virtually** at the date and time indicated on the Key Information Summary Sheet.
- 4.1.2 Attendance at the Conference is not mandatory, but all interested parties are encouraged to attend in order to facilitate better preparation of their Bids.
- 4.1.3 It is highly recommended that ALL Prime Contractors bring their intended subcontractors to the Conference/Site Visit to ensure that all parties understand the requirements of the Contract.
- 4.1.4 Following the Conference, the attendance record and summary of the Conference will be distributed via the same mechanism described for amendments and questions (see **Section 4.2.1 eMMA**).
- 4.1.5 Attendees should have a copy of the solicitation for reference.
- 4.1.6 Please e-mail the Pre-Bid Conference Response Form (**Attachment A**) no later than the time and date indicated on the form. In addition, if there is a need for sign language interpretation or other special accommodations due to a disability, please notify the Procurement Officer at least five (5) Business Days prior to the Conference date. The Maryland Department of Human Services will make a reasonable effort to provide such special accommodation.
- 4.1.7 Upon receipt of the Pre-Bid Conference Response Form (**Attachment A**), the Procurement Officer will reply with an email with a link that may be used to attend for the conference.

4.2 eMaryland Marketplace Advantage (eMMA)

- 4.2.1 eMMA is the electronic commerce system for the State of Maryland. The IFB, Conference summary and attendance sheet, Bidders' questions and the Procurement Officer's responses, addenda, and other solicitation-related information will be made available via eMMA.
- 4.2.2 In order to receive a contract award, a vendor must be registered on eMMA. Registration is free. Go to <https://emma.maryland.gov/page.aspx/en/usr/login?ReturnUrl=%2fpage.aspx%2fen%2fbuy%2fhomepage>, click on "New Vendor? Register Now" to begin the process, and then follow the prompts.

4.3 Questions

- 4.3.1 All questions shall identify in the subject line the Solicitation Number and Title (SSA/IHAS-21-001-S - In-Home Aide Services), and shall be submitted in writing via e-mail to the Procurement Officer no later than the date and time specified on the Key Information Summary Sheet. The Procurement Officer, based on the availability of time to research and communicate an answer, shall decide whether an answer can be given before the Bid due date.
- 4.3.2 Answers to all questions that are not clearly specific only to the requestor will be distributed via the same mechanism as for IFB amendments and posted on eMMA.
- 4.3.3 The statements and interpretations contained in responses to any questions, whether responded to verbally or in writing, are not binding on the Maryland Department of Human Services unless it issues an amendment in writing.

4.4 Procurement Method

A Contract will be awarded in accordance with the Competitive Sealed Bidding method under COMAR 21.05.02.

4.5 Bid Due (Closing) Date and Time

4.5.1 Bids, in the number and form set forth in **Section 5 Bid Format**, must be submitted electronically through eMMA and received by the Procurement Officer no later than the Bid due date and time indicated on the Key Information Summary Sheet in order to be considered.

Bids will be accepted through the State's eMaryland Marketplace Advantage (eMMA) e-Procurement system. Instructions on how to submit bids electronically can be found at:

<https://procurement.maryland.gov/wp-content/uploads/sites/12/2019/08/4-eMMA-ORG-Responding-to-Solicitations-IFB-v3.pdf>

Bids may be modified or withdrawn through eMMA before the time and date set forth in the Key Information Summary sheet for receipt of Bids.

4.5.2 Requests for extension of this date or time shall not be granted.

4.5.3 Bidders submitting Bids should allow sufficient time to ensure timely receipt by the Procurement Officer through the eMMA system. Except as provided in COMAR 21.05.02.10, Bids received after the due date and time listed in the Key Information Summary Sheet will not be considered.

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

4.5.5 Bids may **not** be submitted by e-mail or facsimile.

4.5.6 Potential Bidders not responding to this solicitation are requested to submit the "No Bid Notice/Vendor Feedback" form, which includes company information and the reason for not responding (e.g., too busy, cannot meet mandatory requirements).

4.6 Multiple or Alternate Bids

A Bidder can propose to serve more than one jurisdiction. A separate **Financial Bid Form (Attachment B-1)** and **Transmittal Page (Appendix 11)** must be submitted for each jurisdiction it proposes to serve. However, within a given jurisdiction, multiple or alternate Bids will not be accepted.

4.7 Receipt, Opening and Recording of Bids

4.7.1. Upon receipt, each Bid and any timely modification(s) to a Bid shall be stored in the eMMA system until the Bids are recorded.

4.7.2. Bids shall be opened virtually due to the COVID 19 Pandemic at the time and date designated in the IFB Key Information Summary Sheet (near the beginning of the Solicitation, after the Title Page and Notice to Vendors). The name of each Bidder, the Total Bid Price, and such other information as is deemed appropriate shall be read aloud or otherwise made available and recorded at the time of Bid opening by the Procurement Officer and another State employee.

4.8 Confidentiality of Bids / Public Information Act Notice

- 4.8.1 The Bidder should give specific attention to the clear identification of those portions of its Bid that it considers confidential and/or proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Md. Code Ann., General Provisions Article, Title 4. This information should be identified by page number and placed in the Transmittal Letter with the Bid. The entire Bid cannot be given a blanket confidentiality designation - any confidentiality designation must apply to specific sections, pages, or portions of pages of the Bid and an explanation for each claim shall be included.
- 4.8.2 The Bids shall be tabulated or a Bid abstract made. The opened Bids shall be available for public inspection at a reasonable time after Bid recording, but in any case, before contract award, except to the extent the Bidder designates trade secrets or other proprietary data to be confidential as set forth in this solicitation. Material so designated as confidential shall accompany the Bid and shall be readily separable from the Bid in order to facilitate public inspection of the non-confidential portion of the Bid, including the Total Bid Price.
- 4.8.3 For requests for information made under the Public Information Act (PIA), the Procurement Officer shall examine the Bids to determine the validity of any requests for nondisclosure of trade secrets and other proprietary data identified in writing. Nondisclosure is permissible only if approved by the Office of the Attorney General.

4.9 Award Basis

- 4.9.1 A Contract shall be awarded to the responsible Bidder(s) submitting a responsive Bid with the most favorable Bid price for providing the goods and services as specified in this IFB. Bidders must bid all line items. Partial or incomplete bids will be rejected unless otherwise stated in the solicitation. See IFB Section 6 for Bid evaluation and award information.
- 4.9.2 Award of a Contract will not be final and complete until after: (1) the Contractor submits complete and satisfactory documentation required under the Contract and/or documentation required by the Procurement Officer; and (2) the Contract is signed by the Department following any required approvals of the Contract, including approval by the Board of Public Works, if such approval is required.

4.10 Tie Bids

Tie Bids will be decided pursuant to COMAR 21.05.02.14.

4.11 Duration of Bids

Bids submitted in response to this IFB are irrevocable for the latest of the following: 120 days following the Bid due date and time or the date any protest concerning this IFB is finally resolved. This period may be extended at the Procurement Officer's request only with the Bidder's written agreement.

4.12 Revisions to the IFB

- 4.12.1 If the IFB is revised before the due date for Bids, the Maryland Department of Human Services shall post any addenda to the IFB on eMMA and shall endeavor to provide such addenda to all prospective Bidders that were sent this IFB or are otherwise known by the Procurement Officer to have obtained this IFB. It remains the responsibility of all prospective Bidders to check eMMA for any addenda issued prior to the submission of Bids.
- 4.12.2 Bidders shall acknowledge the receipt of all addenda to this IFB issued before the Bid due date.

- 4.12.3 Failure to acknowledge receipt of an addendum does not relieve the Bidder from complying with the terms, additions, deletions, or corrections set forth in the addendum, and may cause the Bid to be deemed not responsive.

4.13 Cancellations

- 4.13.1 The State reserves the right to cancel this IFB, accept or reject any and all Bids, in whole or in part, received in response to this IFB and to waive or permit the cure of minor irregularities.
- 4.13.2 In the event a government entity proposes and receives the recommendation for award, the procurement may be cancelled and the award processed in accordance with COMAR 21.01.03.01.A(4).
- 4.13.3 If the services that are the subject of the IFB are currently being provided under an interagency agreement with a public institution of higher education and the State determines that the services can be provided more cost effectively by the public institution of higher education, then the IFB may be cancelled in accordance with Md. Code Ann., State Finance and Procurement Art., § 3-207(b)(2).

4.14 Incurred Expenses

The State will not be responsible for any costs incurred by any Bidder in preparing and submitting a Bid or performing any other activities related to submitting a Bid in response to this solicitation.

4.15 Protest/Disputes

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

4.16 Bidder Responsibilities

- 4.16.1 Bidders must be able to provide all goods and services and meet all of the requirements requested in this solicitation and the successful Bidder shall be responsible for Contract performance including any subcontractor participation.
- 4.16.2 If the Bidder is the subsidiary of another entity, all information submitted by the Bidder, including but not limited to references, financial reports, or experience and documentation (e.g. insurance policies, bonds, letters of credit) used to meet minimum qualifications, if any, shall pertain exclusively to the Bidder, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Bidder's Bid shall contain an explicit statement, signed by an authorized representative of the parent organization, stating that the parent organization will guarantee the performance of the subsidiary.
- 4.16.3 A parental guarantee of the performance of the Bidder under this Section will not automatically result in crediting the Bidder with the experience or qualifications of the parent under any evaluation criteria pertaining to the actual Bidder's experience and qualifications. Instead, the Bidder's responsibility will be assessed to the extent to which the State determines that the experience and qualifications of the parent are applicable to and shared with the Bidder, any stated intent by the parent to be directly involved in the performance of the Contract, and the value of the parent's participation as determined by the State.

4.17 Acceptance of Terms and Conditions

By submitting a Bid in response to this IFB, the Bidder, if selected for award, shall be deemed to have accepted the terms and conditions of this IFB and the Contract, attached hereto as **Attachment M**. Any

exceptions to this IFB or the Contract must be raised prior to Bid submission. Changes to the solicitation, including the Bid Form or Contract, made by the Bidder may result in Bid rejection.

4.18 Bid/Proposal Affidavit

A Bid submitted by the Bidder must be accompanied by a completed Bid/Proposal Affidavit. A copy of this Affidavit is included as **Attachment C** of this IFB.

4.19 Contract Affidavit

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

4.20 Compliance with Laws/Arrearages

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

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

4.21 Verification of Registration and Tax Payment

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

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

4.22 False Statements

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

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

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

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

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

4.23 Payments by Electronic Funds Transfer

By submitting a Bid in response to this solicitation, the Bidder, if selected for award:

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

4.24 Prompt Payment Policy

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

4.25 Electronic Procurements Authorized

- 4.25.1 Under COMAR 21.03.05, unless otherwise prohibited by law, the Maryland Department of Human Services may conduct procurement transactions by electronic means, including the solicitation, proposing, award, execution, and administration of a contract, as provided in Md. Code Ann., Maryland Uniform Electronic Transactions Act, Commercial Law Article, Title 21.
- 4.25.2 Participation in the solicitation process on a procurement contract for which electronic means has been authorized shall constitute consent by the Bidder to conduct by electronic means all elements of the procurement of that Contract which are specifically authorized under the solicitation or Contract. In the case of electronic transactions authorized by this IFB, electronic records and signatures by an authorized representative satisfy a requirement for written submission and signatures.
- 4.25.3 "Electronic means" refers to exchanges or communications using electronic, digital, magnetic, wireless, optical, electromagnetic, or other means of electronically conducting transactions. Electronic means includes e-mail, internet-based communications, electronic funds transfer, specific electronic bidding platforms (e.g., <https://procurement.maryland.gov>), and electronic data interchange.
- 4.25.4 In addition to specific electronic transactions specifically authorized in other sections of this solicitation (e.g., **Section 4.23** describing payments by Electronic Funds Transfer), the following transactions are authorized to be conducted by electronic means on the terms as authorized in COMAR 21.03.05:
 - A. The Procurement Officer may conduct the procurement using eMMA, to issue:
 - 1) The IFB;

- 2) Any amendments;
 - 3) Pre-Bid conference documents;
 - 4) Questions and responses;
 - 5) Communications regarding the solicitation or Bid to any Bidder or potential Bidder;
 - 6) Notices of award selection or non-selection; and
 - 7) The Procurement Officer's decision on any Bid protest or Contract claim.
- B. The Bidder or potential Bidder may use e-mail to:
- 1) Ask questions regarding the solicitation;
 - 2) Reply to any material received from the Procurement Officer by electronic means that includes a Procurement Officer's request or direction to reply by e-mail, but only on the terms specifically approved and directed by the Procurement Officer and;
 - 3) Submit a "No Bid Notice/Vendor Feedback Form" to the IFB.
- C. The Procurement Officer, the Contract Monitor, and the Contractor may conduct day-to-day Contract administration, except as outlined in **Section 4.25.5** of this subsection, utilizing e-mail, or other electronic means if authorized by the Procurement Officer or Contract Monitor.
- 4.25.5 The following transactions related to this procurement and any Contract awarded pursuant to it are **not authorized** to be conducted by electronic means:
- A. Submission of initial Bids;
 - B. Filing of bid protests;
 - C. Filing of Contract claims;
 - D. Submission of documents determined by the Maryland Department of Human Services to require original signatures (e.g., Contract execution, Contract modifications); or
 - E. Any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the Contractor or Bidder be provided in writing or hard copy.
- 4.25.6 Any e-mail transmission is only authorized to the e-mail addresses for the identified person as provided in the solicitation, the Contract, or in the direction from the Procurement Officer or Contract Monitor.

4.26 MBE Participation Goal

There is no MBE subcontractor participation goal for this procurement.

4.27 VSBE Goal

There is no VSBE participation goal for this procurement.

4.28 Living Wage Requirements

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

- G. **NOTE:** Whereas the Living Wage may change annually, the Contract price will not change because of a Living Wage change. The Contractor shall be responsible for any wage/rate increase during the term of the Contract and such increase may not be passed on to the State.

4.29 Federal Funding Acknowledgement

This Contract does not contain federal funds.

4.30 Conflict of Interest Affidavit and Disclosure

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

4.31 Non-Disclosure Agreement

4.31.1 Non-Disclosure Agreement (Bidder)

A Non-Disclosure Agreement (Bidder) is not required for this procurement.

4.31.2 Non-Disclosure Agreement (Contractor)

All Bidders are advised that this solicitation and any Contract(s) are subject to the terms of the Non-Disclosure Agreement (NDA) contained in this solicitation as **Attachment I**. This Agreement must be provided within five (5) Business Days of notification of recommended award; however, to expedite processing, it is suggested that this document be completed and submitted with the Bid.

4.32 HIPAA - Business Associate Agreement

A HIPAA Business Associate Agreement is not required for this procurement.

4.33 Nonvisual Access

This solicitation does not contain Information Technology (IT) provisions requiring Nonvisual Access.

4.34 Mercury and Products That Contain Mercury

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

4.35 Location of the Performance of Services Disclosure

This attachment does not apply to this IFB.

4.36 Department of Human Services (DHS) Hiring Agreement

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

4.37 Small Business Reserve (SBR) Procurement

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

4.38 Maryland Healthy Working Families Act Requirements

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

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5 Bid Format

5.1 One Part Submission

Each Bidder shall submit its Bid with all Required Bid Submissions (see **Section 5.4**).

5.2 Bid Delivery

Bids must be submitted through eMMA and received by the Procurement Officer no later than the Bid due date and time indicated on the Key Information Summary Sheet in order to be considered.

Bids will be accepted through the eMMA, the State's e-Procurement system. Instructions on how to submit bids electronically can be found at: <https://procurement.maryland.gov/wp-content/uploads/sites/12/2019/08/4-eMMA-ORG-Responding-to-Solicitations-IFB-v3.pdf>

5.3 Bid Price Form

The Bid shall contain all price information in the format specified on the Bid Form (see **Attachment B-1**). The Bidder shall complete the Bid Form only as provided in the Bid Pricing Instructions and the Bid Form. Do not amend, alter, or leave blank any items on the Bid Form or include additional clarifying or contingent language on or attached to the Bid Form. Failure to adhere to any of these instructions may result in the Bid being determined to be non-responsive and rejected by the Maryland Department of Human Services.

5.4 Required Bid Submission

A Bidder shall include the following with its Bid:

- 5.4.1 **Bidder Information Sheet** (see **Appendix 2**)
- 5.4.2 **Transmittal Page with** acknowledgement of all addenda to this IFB (see **Appendix 11 Transmittal Page**). A Transmittal Page shall be submitted for each jurisdiction for which a Bid is submitted. This is to ensure that each LDSS has records on file with the best Bidder contact information to be used for that jurisdiction.
- 5.4.3 **Minimum Qualifications Documentation.** The Bidder shall submit any Minimum Qualifications documentation that may be required, as set forth in **IFB Section 1**. Please include Offeror's two (2) reference letters and Offeror's licenses issued by the State of Maryland's Department of Health's Office of Health Care Quality (OHCQ).
- 5.4.4 **Completed Required Attachments.** Submit one (1) copy of each with original signatures:
 - 1) Completed Bid Form (**Attachment B-1**).
 - 2) Completed Bid/Proposal Affidavit (**Attachment C**).
 - 3) Completed Maryland Living Wage Requirements Affidavit of Agreement (**Attachment F**).
- 5.4.5 **Additional Document *If Required.** Submit one (1) copy of each with original signatures, if required. *See appropriate IFB section to determine whether the document is required for this procurement.
 - 1) A Signed Statement from the Bidder's Parent Organization Guaranteeing Performance of the Bidder. *see **IFB section 4.16**

- 2) Completed Conflict of Interest Affidavit and Disclosure (**Attachment H**) *see **IFB section 4.30**
- 3) Data Sharing Agreement For IHAS Contractors (**Appendix 12**)

5.4.6 Reference Letters from Clients/Persons. At least two (2) references letters are required from clients who are capable of documenting the Bidder's or Bidder's Registered Nurse's ability to provide the goods and services specified in this IFB. Reference Letters used to meet any Minimum Qualifications (see **Section 1**) may be used to meet this request. Each reference letter shall be from a client for whom the Bidder or Bidder's Registered Nurse has provided goods and services within the past five (5) years and shall include the following information:

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

Reference letters shall be included with Bidder's Bid in eMMA.

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

5.4.7 List of Current or Prior State Contracts. Provide a list of all contracts with any entity of the State of Maryland for which the Bidder is currently performing goods and services or for which services have been completed within the last five (5) years. For each identified contract, the Bidder is to provide:

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

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

5.4.8 Financial Capability. The Bidder must include in its Bid a commonly-accepted method to prove its fiscal integrity. If available, the Bidder shall include Financial Statements, preferably a Profit and Loss (P&L) statement and a Balance Sheet, for the last two (2) years (independently audited preferred).

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

- 1) Dun & Bradstreet Rating;
- 2) Standard and Poor's Rating;
- 3) Lines of credit;

- 4) Evidence of a successful financial track record; and
- 5) Evidence of adequate working capital.

- 5.4.9 **Certificate of Insurance.** The Bidder shall provide a copy of its *current* certificate of insurance showing the types and limits of insurance in effect as of the Bid submission date. The current insurance types and limits do not have to be the same as described in **Section 3.6**. See **Section 3.6** for the required insurance certificate submission for the apparent awardee.
- 5.4.10 **Subcontractors.** The Bidder shall provide a complete list of all subcontractors that will work on the Contract if the Bidder receives an award. This list shall include a full description of the duties each subcontractor will perform and why/how each subcontractor was deemed the most qualified for this project.
- 5.4.11 **Legal Action Summary.** This summary shall include:
- 1) A statement as to whether there are any outstanding legal actions or potential claims against the Bidder and a brief description of any action;
 - 2) A brief description of any settled or closed legal actions or claims against the Bidder over the past five (5) years;
 - 3) A description of any judgments against the Bidder within the past five (5) years, including the court, case name, complaint number, and a brief description of the final ruling or determination; and
 - 4) In instances where litigation is ongoing and the Bidder has been directed not to disclose information by the court, provide the name of the judge and location of the court.

5.5 Delivery

- 5.5.1 Bids must be submitted electronically through eMMA and received by the Procurement Officer no later than the Bid due date and time indicated on the Key Information Summary Sheet in order to be considered.
- 5.5.2 Bids will be accepted through the State's eMaryland Marketplace Advantage (eMMA) e-Procurement system. Instructions on how to submit Bids electronically can be found at:
<https://procurement.maryland.gov/wp-content/uploads/sites/12/2019/08/4-eMMA-QRG-Responding-to-Solicitations-IFB-v3.pdf>
- 5.5.3 Bids sent via email or facsimile or hand-delivery shall *not* be considered.
- 5.5.4 The Procurement Officer must receive all Bid material by the IFB due date and time specified in the Key Information Summary Sheet. Requests for extension of this date or time will not be granted. See COMAR 21.05.02.10. Bids received by the Procurement Officer after the due date will not be considered.

5.6 Documents Required upon Notice of Recommendation for Contract Award

Upon receipt of a notification of recommendation for contract award, the following documents shall be completed and submitted by the recommended awardee within five (5) business days, unless noted otherwise. Submit one (1) copy of each of the following documents:

- A. Signed contract (**Attachment M**),
- B. Completed Contract Affidavit (**Attachment N**),
- C. Signed Non-Disclosure Agreement (**Attachment I**), if applicable; see IFB **Section 4.31**,
- D. Problem Escalation Procedure (PEP); see IFB **Section 3.8**,
- E. Completed DHR Hiring Agreement, (**Attachment O**), if applicable see IFB **Section 4.36**,
and
- F. Copy of a certificate of insurance with the prescribed limits set forth in IFB **Section 3.6**
“Insurance Requirements,” listing the State as an Additional Insured, if applicable; see IFB
Section 3.6.2.

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6 Bid Evaluation and Award

6.1 Bid Evaluation Criteria

The Bids will be evaluated based on the Total Bid Price, as per COMAR 21.05.02.13. For each jurisdiction, all responsible Bidders will be ranked from the lowest (most advantageous) to the highest (least advantageous) price based on the Total Bid Price as submitted on the **Attachment B-1** Bid Form.

6.2 Reciprocal Preference

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

- a) The Maryland resident business is a responsible Bidder;
- b) The lowest responsive Bid is from a responsible Bidder whose principal office, or principal base of operations is in another state;
- c) The other state gives a preference to its resident businesses through law, policy, or practice; and
- d) The preference does not conflict with a federal law or grant affecting the procurement Contract.

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

6.3 Award Determination

Award will be made to the responsible Bidder who submits to the State the responsive Bid that has the lowest Total Bid Price for each listed Jurisdiction.

6.4 Documents Required upon Notice of Recommendation for Contract Award

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

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7 IFB ATTACHMENTS AND APPENDICES

Instructions Page

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

For documents required as part of the Bid:

1. Please submit one (1) copy of each with signatures through the eMMA system.

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

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

Table 1: IFB ATTACHMENTS AND APPENDICES

Applies?	When to Submit	Label	Attachment Name
Y	Before Bid	A	Pre-Bid Conference Response Form
Y	With Bid	B and B1	Bid Instructions and Bid Form
Y	With Bid	C	Bid/Proposal Affidavit (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentC-Bid_Proposal-Affidavit.pdf)
N	N/A	D	MBE Forms D-1A This solicitation does not include MBE goals.
N	N/A	D	MBE Forms D-1B, D-1C, D-2, D-3A, D-3B This solicitation does not include MBE goals.
N	N/A	D	MBE Forms D-4A, D-4B, D-5 This solicitation does not include MBE goals.
N	N/A	E	Veteran-Owned Small Business Enterprise (VSBE) Form E-1A This solicitation does not include VSBE goals.

Applies?	When to Submit	Label	Attachment Name
N	N/A	E	VSBE Forms E-1B, E-2, E-3 This solicitation does not include VSBE goals.
Y	With Bid	F	Maryland Living Wage Requirements for Service Contracts and Affidavit of Agreement (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentF-LivingWageAffidavit.pdf)
N	N/A	G	Federal Funds Attachments This Contract does not contain federal funds.
Y	With Bid	H	Conflict of Interest Affidavit and Disclosure (see link at https://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentH-Conflict-of-InterestAffidavit.pdf)
Y	5 Business Days after recommended award – However, suggested with Bid	I	Non-Disclosure Agreement (Contractor) (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-I-Non-DisclosureAgreementContractor.pdf)
N	N/A	J	HIPAA Business Associate Agreement A HIPAA Business Associate Agreement is not required for this procurement.
N	N/A	K	Mercury Affidavit This solicitation does not include the procurement of products known to likely include mercury as a component.
N	N/A	L	Location of the Performance of Services Disclosure is not required for this procurement.
Y	5 Business Days after recommended award	M	Sample Contract (included in this IFB)
Y	5 Business Days after recommended award	N	Contract Affidavit (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-N-ContractAffidavit.pdf)
Y	5 Business Days after recommended award	O	DHS Hiring Agreement (see link at http://procurement.maryland.gov/wp-

Applies?	When to Submit	Label	Attachment Name
			content/uploads/sites/12/2018/04/Attachment-O-DHSHiringAgreement.pdf
Appendices			
Y		1	Abbreviations and Definitions (included in this IFB)
Y	With Bid	2	Bidder Information Sheet (see link at https://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Appendix2-Bidder_OffedorInformationSheet.pdf)
N	N/A	N/A	Non-Disclosure Agreement (Bidder) A Non-Disclosure Agreement (Bidder) is not required for this procurement.
N	N/A	N/A	Labor Resume Form A Labor Resume Form is not required for this procurement.
Y	Information	3	Human Services Article §§ 6-501-6-505
Y	Sample	4	IHAS Service Plan
Y	Sample	5	Purchase of Services Order
Y	Sample	6	IHAS Personal Care Plan
Y	Sample	7	Missed Service Report
Y	Sample	8	IHAS Aide Case Monthly Report
Y	Sample	9	Monthly Report and Invoice of In-Home Aide Services Provided
Y	Sample	10	Monthly In-Home Aide Direct Services Report
Y	With Bid	11	Transmittal Page
Y	With Bid	12	Data Sharing Agreement For IHAS Contractors
Y	Within 30 Days of NTP	13	Laptop & Desktop Configurations Device Requirements Policy
Y	Sample	14	In-Home Aide Service One Time Only Referral and Service Plan
Y	Sample	15	Client and Family Satisfaction Survey of IHAS Vendor
Y	Sample	16	LDSS Satisfaction Survey of IHAS Vendor

Applies?	When to Submit	Label	Attachment Name
Additional Submissions			
Y	Information	17	Exhibit 7a and 7b Safeguarding Contract Language for General Services and Technology Services
Y	5 Business Days after recommended award		Evidence of meeting insurance requirements (see Section 3.6); 1 copy
Y	10 Business Days after recommended award		Problem Escalation Procedure (PEP) (see Section 3.8); 1 copy
N	N/A		Fully executed Escrow Agreement is not required for this procurement.
N	N/A		A Deliverable Product Acceptance Form (DPAF) is not required for this procurement.

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Attachment A. Pre-Bid Conference Response Form

Solicitation Number SSA/IHAS-20-001-S

In-Home Aide Services

A virtual Pre-Bid conference will be held on Wednesday 05/05/2021 1:00 PM Local Time.

Please return this form by Monday 05/03/2021, advising whether or not your firm plans to attend. The completed form should be returned via e-mail or fax to the Procurement Officer at the contact information below:

Henry ThorStraten
DHS
E-mail: Henry.ThorStraten@maryland.gov

Upon receipt of the Pre-Bid Conference Response Form (**Attachment A**), the Procurement Officer will reply with an email with a link that may be used to attend the conference

Please indicate:

- Yes, the following representatives will be in attendance.
Attendees (Check the IFB for limits to the number of attendees allowed):
1.
2.
3.
- No, we will not be in attendance.

Please specify whether any reasonable accommodations are requested (see IFB **Section 4.1** “Pre-Bid conference”):

Bidder: _____
Bidder Name (please print or type)

By: _____
Signature/Seal

Printed Name: _____
Printed Name

Title: _____
Title

Date: _____
Date

Attachment B. Bid Instructions & Form

See separate Excel Bid Form labeled:

ATTACHMENT B-1-FINANCIAL BID INSTRUCTIONS & FORM (IHAS BID).xls

Attachment C. Bid/Proposal Affidavit

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

Attachment D. Minority Business Enterprise (MBE) Forms

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

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

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

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

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

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

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

Attachment G. Federal Funds Attachments

This solicitation does not include a Federal Funds Attachment.

Attachment H. Conflict of Interest Affidavit and Disclosure

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

Attachment I. Non-Disclosure Agreement (Contractor)

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

Attachment J. HIPAA Business Associate Agreement

This solicitation does not require a HIPAA Business Associate Agreement.

Attachment K. Mercury Affidavit

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

Attachment L. Location of the Performance of Services Disclosure

This solicitation does not require a Location of the Performance of Services Disclosure.

Attachment M. Contract

**MARYLAND DEPARTMENT OF HUMAN SERVICES (DHS)
IN-HOME AIDE SERVICES
SSA/IHAS-20-001-S**

THIS CONTRACT (the “Contract”) is made this ___ day of _____, 20__ by and between _____ (the “Contractor”) [and Parental Guarantor, if applicable] and the STATE OF MARYLAND, acting through the MARYLAND DEPARTMENT OF HUMAN SERVICES (“DHS” or the “Maryland Department of Human Services”).

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

1. Definitions

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

- 1.1 “Bid” means the Contractor’s Bid dated _____ (Bid date).
- 1.2 “COMAR” means Code of Maryland Regulations.
- 1.3 “Contractor” means the entity first named above whose principal business address is (Contractor’s primary address) and whose principal office in Maryland is (Contractor’s local address), whose Federal Employer Identification Number or Social Security Number is (Contractor’s FEIN), and whose eMaryland Marketplace Advantage vendor ID number is (eMMA Number).
- 1.4 “IFB” means the Invitation for Bids for In-Home Aide Services, Solicitation # SSA/IHAS-20-001-S, and any amendments, addenda, and attachments thereto issued in writing by the State.
- 1.5 Minority Business Enterprise (MBE) – Any legal entity certified as defined at COMAR 21.01.02.01B (54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.
- 1.6 “State” means the State of Maryland.
- 1.7 “Veteran-owned Small Business Enterprise” (VSBE) means A business that is verified by the Center for Verification and Evaluation (CVE) of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.
- 1.8 Capitalized terms not defined herein shall be ascribed the meaning given to them in the IFB.

2. Scope of Contract

- 2.1 The Contractor shall perform in accordance with this Contract and Exhibits A-D, which are listed below and incorporated herein by reference. If there is any conflict between this Contract and the Exhibits, the terms of the Contract shall control. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:

Exhibit A – The IFB

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

Exhibit C – The Bid

- 2.2 The Procurement Officer may, at any time, by written order, make unilateral changes in the work within the general scope of the Contract. No other order, statement, or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable

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

- 2.3 Without limiting the rights of the Procurement Officer under Section 2.2 above, the Contract may be modified by mutual agreement of the parties, provided: (a) the modification is made in writing; (b) all parties sign the modification; and (c) all approvals by the required agencies as described in COMAR Title 21, are obtained.

3. Period of Performance

- 3.1 The term of this Contract begins on the date the Contract is signed by the Maryland Department of Human Services following any required prior approvals, including approval by the Board of Public Works, if such approval is required (the "Effective Date") and shall continue until _____ ("Initial Term").
- 3.2. The Contractor's performance under the Contract shall commence as of the date provided in a written NTP.
- 3.3 The Contractor's obligation to pay invoices to subcontractors providing products/services in connection with this Contract, as well as the audit; confidentiality; document retention; patents, copyrights & intellectual property; warranty; indemnification obligations; and limitations of liability under this Contract; and any other obligations specifically identified, shall survive expiration or termination of the Contract.

4. Consideration and Payment

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

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

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

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

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

The State is not liable for interest:

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

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

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

- 4.3 In addition to any other available remedies, if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer.
- 4.4 Payment of an invoice by the Maryland Department of Human Services is not evidence that services were rendered as required under this Contract.

5. Rights to Records

- 5.1 The Contractor agrees that all documents and materials including, but not limited to, software, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations, and data prepared by the Contractor for purposes of this Contract shall be the sole property of the State and shall be available to the State at any time. The State shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.
- 5.2 The Contractor agrees that at all times during the term of this Contract and thereafter, works created as a Deliverable under this Contract (as defined in **Section 7.2**), and services performed under this Contract shall be "works made for hire" as that term is interpreted under U.S. copyright law. To the extent that any products created as a Deliverable under this Contract are not works made for hire for the State, the Contractor hereby relinquishes, transfers, and assigns to the State all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Contract, and will cooperate reasonably with the State in effectuating and registering any necessary assignments.
- 5.3 The Contractor shall report to the Contract Monitor, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all data delivered under this Contract.

- 5.4 The Contractor shall not affix any restrictive markings upon any data, documentation, or other materials provided to the State hereunder and if such markings are affixed, the State shall have the right at any time to modify, remove, obliterate, or ignore such warnings.
- 5.5 Upon termination or expiration of the Contract, the Contractor, at its own expense, shall deliver any equipment, software or other property provided by the State to the place designated by the Procurement Officer.

6. Exclusive Use

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

7. Patents, Copyrights, and Intellectual Property

- 7.1. All copyrights, patents, trademarks, trade secrets, and any other intellectual property rights existing prior to the Effective Date of this Contract shall belong to the party that owned such rights immediately prior to the Effective Date (“Pre-Existing Intellectual Property”). If any design, device, material, process, or other item provided by Contractor is covered by a patent or copyright or which is proprietary to or a trade secret of another, the Contractor shall obtain the necessary permission or license to permit the State to use such item or items pursuant to its rights granted under the Contract.
- 7.2 Except for (1) information created or otherwise owned by the Maryland Department of Human Services or licensed by the Maryland Department of Human Services from third parties, including all information provided by the Maryland Department of Human Services to Contractor; (2) materials created by Contractor or its subcontractor(s) specifically for the State under the Contract (“Deliverables”), except for any Contractor Pre-Existing Intellectual Property included therein; and (3) the license rights granted to the State, all right, title, and interest in the intellectual property embodied in the solution, including the know-how and methods by which the solution is provided and the processes that make up the solution, will belong solely and exclusively to Contractor and its licensors, and the Maryland Department of Human Services will have no rights to the same except as expressly granted in this Contract. Any SaaS Software developed by Contractor during the performance of the Contract will belong solely and exclusively to Contractor and its licensors. For all Software provided by the Contractor under the Contract, Contractor hereby grants to the State a nonexclusive, irrevocable, unlimited, perpetual, non-cancelable, and non-terminable right to use and make copies of the Software and any modifications to the Software. For all Contractor Pre-Existing Intellectual Property embedded in any Deliverables, Contractor grants to the State a license to use such Contractor Pre-Existing Intellectual Property in connection with its permitted use of such Deliverable. During the period between delivery of a Deliverable by Contractor and the date of payment therefor by the State in accordance with this Contract (including throughout the duration of any payment dispute discussions), subject to the terms and conditions contained herein, Contractor grants the State a royalty-free, non-exclusive, limited license to use such Deliverable and to use any Contractor Materials contained therein in accordance with this Contract.

- 7.3. Subject to the terms of **Section 10**, Contractor shall defend, indemnify and hold harmless the State and its agents and employees, from and against any and all claims, costs, losses, damages, liabilities, judgments and expenses (including without limitation reasonable attorneys' fees) arising out of or in connection with any third party claim that the Contractor-provided products/services infringe, misappropriate or otherwise violate any third party intellectual property rights. Contractor shall not enter into any settlement involving third party claims that contains any admission of or stipulation to any guilt, fault, liability or wrongdoing by the State or that adversely affects the State's rights or interests, without the State's prior written consent.
- 7.4. Without limiting Contractor's obligations under **Section 5.3**, if an infringement claim occurs, or if the State or the Contractor believes such a claim is likely to occur, Contractor (after consultation with the State and at no cost to the State): (a) shall procure for the State the right to continue using the allegedly infringing component or service in accordance with its rights under this Contract; or (b) replace or modify the allegedly infringing component or service so that it becomes non-infringing and remains compliant with all applicable specifications.
- 7.5. Except as otherwise provided herein, Contractor shall not acquire any right, title or interest (including any intellectual property rights subsisting therein) in or to any goods, Software, technical information, specifications, drawings, records, documentation, data or any other materials (including any derivative works thereof) provided by the State to the Contractor. Notwithstanding anything to the contrary herein, the State may, in its sole and absolute discretion, grant the Contractor a license to such materials, subject to the terms of a separate writing executed by the Contractor and an authorized representative of the State as well as all required State approvals.
- 7.6. Without limiting the generality of the foregoing, neither Contractor nor any of its subcontractors shall use any Software or technology in a manner that will cause any patents, copyrights or other intellectual property which are owned or controlled by the State or any of its affiliates (or for which the State or any of its subcontractors has received license rights) to become subject to any encumbrance or terms and conditions of any third party or open source license (including, without limitation, any open source license listed on <https://opensource.org/licenses/alphabetical>) (each an "Open Source License"). These restrictions, limitations, exclusions and conditions shall apply even if the State or any of its subcontractors becomes aware of or fails to act in a manner to address any violation or failure to comply therewith. No act by the State or any of its subcontractors that is undertaken under this Contract as to any Software or technology shall be construed as intending to cause any patents, copyrights or other intellectual property that are owned or controlled by the State (or for which the State has received license rights) to become subject to any encumbrance or terms and conditions of any open source license.
- 7.7. The Contractor shall report to the Maryland Department of Human Services, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all Deliverables delivered under this Contract.
- 7.8. The Contractor shall not affix (or permit any third party to affix), without the Maryland Department of Human Services's consent, any restrictive markings upon any Deliverables that are owned by the State, and if such markings are affixed, the Maryland Department of Human Services shall have the right at any time to modify, remove, obliterate, or ignore such warnings.
- 8. Confidential or Proprietary Information and Documentation**
- 8.1. Subject to the Maryland Public Information Act and any other applicable laws including, without limitation, HIPAA, the HI-TECH Act, and the Maryland Medical Records Act and regulations promulgated pursuant thereto, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor's computer systems or cloud infrastructure, if applicable) shall be held in confidence by

the other party. Each party shall, however, be permitted to disclose, as provided by and consistent with applicable law, relevant confidential information to its officers, agents, and Contractor Personnel to the extent that such disclosure is necessary for the performance of their duties under this Contract. Each officer, agent, and Contractor Personnel to whom any of the State's confidential information is to be disclosed shall be advised by Contractor provided that each officer, agent, and Contractor Personnel to whom any of the State's confidential information is to be disclosed shall be advised by Contractor of the obligations hereunder, and bound by, confidentiality at least as restrictive as those of set forth in this Contract..

- 8.2 The provisions of this section shall not apply to information that: (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already rightfully in the possession of such party; (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information; or (e) which such party is required to disclose by law.

9. Loss of Data

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

10. Indemnification and Notification of Legal Requests

- 10.1. At its sole cost and expense, Contractor shall (i) indemnify and hold the State, its employees and agents harmless from and against any and all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to attorneys' fees and costs), whether or not involving a third party claim, which arise out of or relate to the Contractor's, or any of its subcontractors', performance of this Contract and (ii) cooperate, assist, and consult with the State in the defense or investigation of any such claim, demand, action or suit. Contractor shall not enter into any settlement involving third party claims that contains any admission of or stipulation to any guilt, fault, liability or wrongdoing by the State or that adversely affects the State's rights or interests, without the State's prior written consent.
- 10.2. The State has no obligation: (i) to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations or performance under this Contract, or (ii) to pay any judgment or settlement of any such suit, claim or action. Notwithstanding the foregoing, the Contractor shall promptly notify the Procurement Officer of any such claims, demands, actions, or suits.
- 10.3. Notification of Legal Requests. In the event the Contractor receives a subpoena or other validly issued administrative or judicial process, or any discovery request in connection with any litigation,

requesting State Pre-Existing Intellectual Property, of other information considered to be the property of the State, including but not limited to State data stored with or otherwise accessible by the Contractor, the Contractor shall not respond to such subpoena, process or other legal request without first notifying the State, unless prohibited by law from providing such notice. The Contractor shall promptly notify the State of such receipt providing the State with a reasonable opportunity to intervene in the proceeding before the time that Contractor is required to comply with such subpoena, other process or discovery request. .

11. Non-Hiring of Employees

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

12. Disputes

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

13. Maryland Law Prevails

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

14. Nondiscrimination in Employment

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

15. Contingent Fee Prohibition

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

16. Non-Availability of Funding

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

17. Termination for Default

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

18. Termination for Convenience

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

19. Delays and Extensions of Time

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

suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

20. Suspension of Work

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

21. Pre-Existing Regulations

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

22. Financial Disclosure

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

23. Political Contribution Disclosure

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

http://www.elections.state.md.us/campaign_finance/index.html

24. Retention of Records

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

25. Right to Audit

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

26. Compliance with Laws

The Contractor hereby represents and warrants that:

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

27. Cost and Price Certification

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

28. Subcontracting; Assignment

The Contractor may not subcontract any of its obligations under this Contract without obtaining the prior written approval of the Procurement Officer, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the Procurement Officer, each at the State's sole and absolute discretion; provided, however, that a Contractor may assign monies receivable under a contract after written notice to the State. Any subcontracts shall

include such language as may be required in various clauses contained within this Contract, exhibits, and attachments. The Contract shall not be assigned until all approvals, documents, and affidavits are completed and properly registered. The State shall not be responsible for fulfillment of the Contractor's obligations to its subcontractors.

29. Limitations of Liability

- 29.1 Contractor shall be liable for any loss or damage to the State occasioned by the acts or omissions of Contractor, its subcontractors, agents or employees as follows:
- (a) For infringement of patents, trademarks, trade secrets and copyrights as provided in **Section 7 "Patents, Copyrights, Intellectual Property"** of this Contract;
 - (b) Without limitation for damages for bodily injury (including death) and damage to real property and tangible personal property; and
 - (c) For all other claims, damages, loss, costs, expenses, suits or actions in any way related to this Contract and regardless of the basis on which the claim is made, Contractor's liability shall be unlimited.
- 29.2 Contractor's indemnification obligations for Third party claims arising under Section 6 ("Indemnification") of this Contract are included in this limitation of liability only if the State is immune from liability. Contractor's indemnification liability for third party claims arising under Section 6 of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section 6.
- 29.3. In no event shall the existence of a subcontract operate to release or reduce the liability of Contractor hereunder. For purposes of this Contract, Contractor agrees that all subcontractors are agents of Contractor and Contractor is responsible for performance of the services and compliance with the relevant obligations hereunder by its subcontractors.

30. Commercial Nondiscrimination

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

were undertaken within the State of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that are requested by the State. Contractor understands that violation of this clause is a material breach of this Contract and may result in Contract termination, disqualification by the State from participating in State contracts, and other sanctions.

- 30.4 The Contractor shall include the language from 30.1, or similar clause approved in writing by the Maryland Department of Human Services, in all subcontracts.

31. Prompt Pay Requirements

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

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

- 31.2 An “undisputed amount” means an amount owed by the Contractor to a subcontractor for which there is no good faith dispute. Such “undisputed amounts” include, without limitation: (a) retainage which had been withheld and is, by the terms of the agreement between the Contractor and subcontractor, due to be distributed to the subcontractor; and (b) an amount withheld because of issues arising out of an agreement or occurrence unrelated to the agreement under which the amount is withheld.

- 31.3 An act, failure to act, or decision of a Procurement Officer or a representative of the Maryland Department of Human Services concerning a withheld payment between the Contractor and a subcontractor under this **Section 31**, may not:

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

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

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

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

32. Living Wage

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

33. Use of Estimated Quantities

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

34. Risk of Loss; Transfer of Title

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

35. Effect of Contractor Bankruptcy

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

36. Miscellaneous

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

37. Contract Monitor and Procurement Officer

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

38. Notices

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

If to the State:

Greg Sesek
Office of Adult Services
Social Services Administration
Maryland Department of Human Services
311 W. Saratoga Street
Baltimore, MD 21201
Phone Number: 410-767-7166
E-Mail: greg.sesek@maryland.gov

With a copy to:

Henry ThorStraten
Department of Human Services (DHS) 311 West Saratoga Street
Baltimore, Maryland, 21201-3521
Phone Number: (410) 767-3390
E-Mail: Henry.ThorStraten@maryland.gov

If to the Contractor:

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

Parent Company Guarantor

Contact: _____
Attn: _____

39 Parent Company Guarantee (If applicable)

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

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

if the State brings any claim, action, lawsuit or proceeding against **(Contractor)**, **(Corporate name of Contractor's Parent Company)** may be named as a party, in its capacity as Absolute Guarantor.

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

HIPAA clauses do not apply to this Contract.

41 Hiring Agreement

41.1 The Contractor agrees to execute and comply with the enclosed Maryland Department of Human Services (DHS) Hiring Agreement (Attachment O). The Hiring Agreement is to be executed by the Bidder and delivered to the Procurement Officer within ten (10) Business Days following receipt of notice by the Bidder that it is being recommended for Contract award. The Hiring Agreement will become effective concurrently with the award of the Contract.

41.2 The Hiring Agreement provides that the Contractor and DHS will work cooperatively to promote hiring by the Contractor of qualified individuals for job openings resulting from this procurement, in accordance with Md. Code Ann., State Finance and Procurement Article §13-224.

42 Limited English Proficiency

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

SIGNATURES ON NEXT PAGE

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

Contractor: <<ContractorName>>	State of Maryland MARYLAND DEPARTMENT OF HUMAN SERVICES (DHS)
By: <<Contractor Signer>>	By: <<agencyContractSigner>>, <<agencyContractSignerTitle>>
Date:	Date:
Witness/Attest:	Witness/Attest:
PARENT COMPANY (GUARANTOR) (if applicable)	
By:	
Date:	
Witness/Attest:	

<p>Approved for form and legal sufficiency this ____ day of _____, 20__.</p> <p>_____</p> <p>Assistant Attorney General</p>
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<p>APPROVED BY BPW: _____</p> <p>(Date) (BPW Item #)</p>

Attachment N. Contract Affidavit

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

Attachment O. DHS Hiring Agreement

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

Appendix 1. – Abbreviations and Definitions

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

- A. Acceptable Use Policy (AUP) – A written policy documenting constraints and practices to which a user must agree in order to access a private network or the internet.
- B. Access – The ability or the means necessary to read, write, modify, or communicate data/information or otherwise use any information system resource.
- C. Aide – One who assists in the home care of persons who have functional disabilities (unable to perform activities of daily living like dressing, bathing, eating, toileting) by providing Personal Care, Chore Services, transportation and escort services, and respite care.
- D. Bid – The Bidder’s price for doing the services required by this IFB.
- E. Bid Price Form or Bid Form - The Attachment B Bid Form.
- F. Bidder – An entity that submits a Bid in response to this IFB
- G. Business Day(s) – The official working days of the week to include Monday through Friday. Official working days excluding State Holidays (see definition of “Normal State Business Hours” below).
- H. Calendar Day – Any day of the week, whether or not it is a Business Day.
- I. Care Plan – An individualized plan to meet the specific needs of the client and who is responsible for providing the services.
- J. Certified Nursing Assistant (CNA) - an individual who is certified by the Maryland Board of Nursing, who assists or performs Personal Care, Respite Care, and/or Chore Services (for example, dressing, bathing, eating, toileting, and any hands-on activity).
- K. Chore Services – Meal-planning and preparation, regular housekeeping tasks, shopping, laundry, light cleaning, and transportation to and from appointments.
- L. COMAR – Code of Maryland Regulations available on-line at <http://www.dsd.state.md.us/COMAR/ComarHome.html>
- M. Contract – The Contract awarded to the successful Bidder pursuant to this IFB. The Contract will be in the form of **Attachment M**.
- N. Contract Monitor – The State representative for this Contract who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring this Contract to ensure compliance with the terms and conditions of the Contract, and achieving completion of the Contract on budget, on time, and within scope. The Contract Monitor may authorize in writing one or more State representatives to act on behalf of the Contract Monitor in the performance of the Contract Monitor’s responsibilities. The Maryland Department of Human Services may change the Contract Monitor at any time by written notice to the Contractor.
- O. Contractor – The selected Bidder that is awarded a Contract by the State.
- P. Contractor Personnel – Employees and agents and subcontractor employees and agents performing work at the direction of the Contractor under the terms of the Contract awarded from this IFB.

- Q. Contractor’s Emergency Contact – Person who is available to discuss urgent issues with the LDSS IHAS Supervisor in each jurisdiction in which it provides IHAS.
- R. Contractor’s Project Manager – Person who has over-all responsibility for performance of the contract and is available to discuss and report on the day to day operation of the project and the resolution of concerns during normal working hours.
- S. Contractor’s Supervisor – Person who will coordinate requested services with the LDSS IHAS Supervisor. Available to accept referrals, monitor service delivery, confirm that the IHAS Service Plan is carried out, designate hours being delivered to clients, ensure deliverables are submitted on time, and participate in meetings and case conferences to coordinate service delivery.
- T. Data Breach – The unauthorized acquisition, use, modification, or disclosure, of State data, or other Sensitive Data.
- U. Department of Human Services (DHS) Social Services Administration (SSA) Office of Adult Services (OAS) or (DHS or the “Maryland Department of Human Services”).
- V. eMMA – eMaryland Marketplace Advantage (see IFB **Section 4.2**).
- W. Information System – A discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.
- X. Information Technology (IT) – All electronic information-processing hardware and software, including: (a) maintenance; (b) telecommunications; and (c) associated consulting services.
- Y. In-Home Aide Services – Provides personal assistance services to adults with functional disabilities in their homes in order to maintain vulnerable adults safely in their home and community.
- Z. Invitation for Bids (IFB) – This Invitation for Bids issued by the Department of Human Services (DHS) Social Services Administration (SSA) Office of Adult Services (OAS) (Maryland Department of Human Services), with the Solicitation Number and date of issuance indicated in the Key Information Summary Sheet, including any amendments thereto.
- AA. Key Personnel – All Contractor Personnel identified in the solicitation as such that are essential to the work being performed under the Contract. See IFB **Section 3.10**.
- BB. LDSS – Local Department of Social Services, the vehicles through which the Maryland Department of Human Resources administers all major Social Services Programs in the State’s 24 Jurisdictions (Baltimore City and Maryland’s 23 Counties).
- CC. LDSS Approved Individual Provider – A self-employed individual identified by the client.
- DD. LDSS IHAS Supervisor – Designee of each Local Department of Social Services Director. Provides program leadership in the local Department, with authority over all aspects of local IHAS program administration, including but not limited to provider/contract administration.
- EE. Legal Name – Legal name registered with the Maryland Department of Assessments and Taxation
- FF. Local Time – Time in the Eastern Time Zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such.
- GG. Maryland Annotated Code – Public record of all statutes presently in effect in Maryland.
- HH. Maryland Department of Human Services (“DHS” or the “Department”).

- II. Normal State Business Hours - Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: <http://www.dbm.maryland.gov> – keyword: State Holidays.
- JJ. Notice to Proceed (NTP) – A written notice from the Procurement Officer that work under the Contract, project, Task Order or Work Order (as applicable) is to begin as of a specified date. The NTP Date is the start date of work under the Contract, project, Task Order or Work Order. Additional NTPs may be issued by either the Procurement Officer or the Contract Monitor regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.
- KK. NTP Date – The date specified in a NTP for work on Contract, project, Task Order or Work Order to begin.
- LL. Office of Health Care Quality (OHCQ) - This office licenses and regulates Home Care Agencies.
- MM. Personal Care Services – Services provided by the Aide, with a CNA certification, along with Nursing Evaluation/Supervision includes, but is not limited to: assistance with bathing, feeding and dressing, grooming, medication reminders, mobility, oral hygiene, toileting, and transportation/escort services.
- NN. Personally Identifiable Information (PII) – Any information about an individual maintained by the State, including (1) any information that can be used to distinguish or trace an individual identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.
- OO. Procurement Officer – Prior to the award of any Contract, the sole point of contact in the State for purposes of this solicitation. After Contract award, the Procurement Officer has responsibilities as detailed in the Contract (**Attachment M**), and is the only State representative who can authorize changes to the Contract. The Maryland Department of Human Services may change the Procurement Officer at any time by written notice to the Contractor.
- PP. Protected Health Information (PHI) – Information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (i) that identifies the individual; or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- QQ. Purchase of Service Order (POS 520) – The form that identifies the type of service to be provided, begin and end dates, frequency and length of time of the services to be purchased and the total allowable bill.
- RR. Registered Nurse – An individual who has completed extensive training and has passed a specific state examination qualifying her/him to perform complete nursing services and is licensed by Maryland Board of Nursing.
- SS. Security Incident – A violation or imminent threat of violation of computer security policies, Security Measures, acceptable use policies, or standard security practices. “Imminent threat of violation” is a situation in which the organization has a factual basis for believing that a specific incident is about to occur.
- TT. Security or Security Measures – The technology, policy and procedures that a) protects and b) controls access to networks, systems, and data.

- UU. Sensitive Data - Means PII;PHI; other proprietary or confidential data as defined by the State, including but not limited to “personal information” under Md. Code Ann., Commercial Law § 14-3501(e) and Md. Code Ann., St. Govt. § 10-1301(c) and information not subject to disclosure under the Public Information Act, Title 4 of the General Provisions Article; and information about an individual that (1) can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; or (2) is linked or linkable to an individual, such as medical, educational, financial, and employment information.
- VV. State – The State of Maryland.
- WW. State System Development Life Cycle (SDLC) – The framework at the State level intended to increase project success rates through the use of agile, incremental, solutions.
- XX. System Documentation – Those materials necessary to wholly reproduce and fully operate the most current deployed version of the Solution in a manner equivalent to the original Solution including, but not limited to:
- 1) Source Code: This includes source code created by the Contractor or subcontractor(s) and source code that is leveraged or extended by the Contractor for use in the Contract;
 - 2) All associated rules, reports, forms, templates, scripts, data dictionaries and database functionality;
 - 3) All associated configuration file details needed to duplicate the run time environment as deployed in the current deployed version of the system;
 - 4) All associated design details, flow charts, algorithms, processes, formulas, pseudo-code, procedures, instructions, help files, programmer’s notes and other documentation;
 - 5) A complete list of Third Party, open source, or commercial software components and detailed configuration notes for each component necessary to reproduce the system (e.g., operating system, relational database, and rules engine software);
 - 6) All associated user instructions and/or training materials for business users and technical staff, including maintenance manuals, administrative guides and user how-to guides; and
 - 7) Operating procedures.
- YY. Total Bid Price - The Bidder’s bid price or evaluated bid price for goods and services in response to this solicitation, included in **Attachment B-1** Bid Form.

Appendix 2. – Bidder Information Sheet

Appendix 2. Bidder Information Sheet

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

Appendix 3. – HUMAN SERVICES ARTICLE §§ 6-501 -6-505

**HUMAN SERVICES
TITLE 6: COMMUNITY SERVICES
SUBTITLE 5: ADULT SERVICES
PART I: COMMUNITY HOME CARE SERVICES**

§ 6-501. Definitions:

- a) In general. -- In this part the following words have the meanings indicated.
- b) Community services. –
 - (1) "Community services" means household and personal services provided for an elderly individual under the direction and supervision of an appropriate social services or health agency.
 - (2) "Community services" includes assistance with:
 - i. meal preparation and planning;
 - ii. home-delivered meal services;
 - iii. dressing;
 - iv. shopping;
 - v. visits to health, recreational, and shopping facilities;
 - vi. transportation and personal escort services;
 - vii. light housekeeping; and
 - viii. personal medical and nursing care related to the provision of community services.
- c) Elderly individual. -- "Elderly individual" means an individual at least 65 years old and the individual's spouse, regardless of the spouse's age.

§ 6-502. State policy; legislative intent

- (a) State policy. -- It is the policy of the State that elderly individuals in the State should have access to a comprehensive range of community services to enable them to remain in their own homes or other independent living arrangements consistent with their desires, abilities, and safety.
- (b) Legislative intent. -- It is the intent of the General Assembly that the community services provided under this subtitle shall be available to all elderly individuals, but that those elderly individuals who are financially able to do so shall pay all or a portion of the costs of the community services.

§ 6-503. Department to administer system of services

With the advice, cooperation, and assistance of the Department of Aging and the Department of Health and Mental Hygiene, the Department shall administer a system of community services to serve as an effective alternative to inappropriate institutional care for elderly individuals.

§ 6-504. Duties of Department

To carry out the system of community services required under this part, the Department or its designee shall:

- (1) adopt regulations, including standards and means for reimbursement from elderly individuals financially able to pay for all or part of the services provided;
- (2) monitor continuously the effectiveness of the system and perform evaluative research through the Department of Aging;
- (3) contract, where feasible and desirable, with governmental units, private nonprofit organizations, and volunteer groups to provide community services and group nutritional dining services;
- (4) provide funds to train individuals to perform community services and for administrative costs of the system; and
- (5) use, to the extent available, grants from federal, State, and other public or private sources to fund the system.

§ 6-505. Employment of elderly individuals to perform community services

- a) Training and use. -- To the extent possible, the Department shall train and utilize elderly individuals to perform community services.
- b) Compensation. -- Elderly individuals compensated for performing community services are not subject to the State Personnel Management System or any merit system of a political subdivision.
- c) Authority of Department. -- The Department has sole authority for determining all conditions of employment and rates of compensation.

Appendix 4. – IHAS SERVICE PLAN

Please see next page.

SSA 525-A	<h1 style="margin: 0;">IHAS SERVICE PLAN</h1>
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Client:	Client ID #:	Request Date:
GOALS FOR IHAS -CHECK ALL THAT APPLY		
<input type="checkbox"/> To provide short-term care to persons who are acutely ill <input type="checkbox"/> To teach home management, self-care or caretaking skills <input type="checkbox"/> To achieve a satisfactory level of comfort and dignity during illness <input type="checkbox"/> To care for disabled adult or child when primary caregiver is absent <input type="checkbox"/> To promote a safe environment <input type="checkbox"/> Assisting client to limit activities <input type="checkbox"/> Teach client/caretaker to avoid frustrating/unsafe procedures	Emergency Contact Person Name and #: <input type="checkbox"/> To provide long term maintenance to: <input type="checkbox"/> maintain client capacity <input type="checkbox"/> retard disease progression <input type="checkbox"/> prevent regression/complications <input type="checkbox"/> detect early signs of changes in client's condition <input type="checkbox"/> To promote: <input type="checkbox"/> Independence <input type="checkbox"/> Proper diet <input type="checkbox"/> Activity <input type="checkbox"/> Social contact	
<input type="checkbox"/> Other measurable goal:		

TASKS PERFORMED FOR CLIENT OR IN CLIENT AREA	Requested IHAS Services		APPROVED LEVEL OF ASSISTANCE				Instructions/Comments
	Services	Frequency # hours/days	Aide	Aide& Client	Client	Volunteer	
1. Personal Care	<input type="checkbox"/>		<input type="checkbox"/> Refer to attached 525B				
2. Respite Care / Supervision	<input type="checkbox"/>						
3. Make / Change bed	<input type="checkbox"/>						
4. Vacuum / sweep / mop floor	<input type="checkbox"/>						
5. Tidy living areas / empty trash	<input type="checkbox"/>						
6. Wash dishes / clean kitchen area	<input type="checkbox"/>						
7. Laundry	<input type="checkbox"/>						
8. Plan/Prepare B L D S / Shop for food	<input type="checkbox"/>						
9. Assist with: budgeting / paying bills	<input type="checkbox"/>						
10. Care of Assistive Devices	<input type="checkbox"/>						
11. Transportation/Escort: Medical/Rx	<input type="checkbox"/>						
12. Trans/Escort: supplies etc.	<input type="checkbox"/>						
13. Teach (specify in comments)	<input type="checkbox"/>						
14. Other (specify in comments)	<input type="checkbox"/>						

E. Client Agreement: *I request and approve the above requested IHAS services. I agree to adhere to the all of the following:*

1. I understand the requested services are not approved until authorized by the IHAS supervisor.
2. I understand initial services will be provided for a period of 30-60 days to allow for assessment of my needs and abilities.
3. I understand that the services I am receiving will be re-evaluated periodically and that the services may be suspended or terminated with notice.
4. I understand that service re-evaluation and whether or not I am required to pay a fee will be subject to an assessment of my risk level, support network and the continued availability of program funds and services.
5. I understand the specific tasks performed during service delivery are subject to change and require ongoing authorization of the IHAS supervisor.
6. I agree to provide the aide with the equipment necessary to perform the authorized tasks.
7. I understand that IHAS is not responsible for any damage to that equipment.
8. I agree to be at home on the dates the aide is to perform these tasks or notify in advance: Name _____ Phone: _____
9. I give permission to DSS to share information with other agencies, professionals, when this is necessary to plan treatment or coordinate service.
10. I agree to pay the fee per hour that is based on my income in accordance with the State Service Eligibility as issued by the Department.

Client/Caretaker: _____ Date: _____
 Case Manager: _____ Date: _____
 IHAS Supervisor Authorization: _____ Date: _____ Phone: _____
 For IHAS USE:

Date Service Agreement is effective:	Service Fee:	Describe the specific results expected from the Aide Service:	Expected Length of Service:
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IHAS Authorized Tasks and Maximum Number of Hours			
Tasks Indicate task #	# days/week	# hours/day	Agency

Appendix 5. – PURCHASE OF SERVICES ORDER

State of Maryland - In Home Aide Services Program PURCHASE OF SERVICES ORDER						POS.					
1. CLIENT			2. PRIMARY CLIENT NUMBER		3. LDSS						
4. VENDOR/PROVIDER											
*SERVICE	BEGIN DATE Mo. Day Year	END DATE Mo. Day Year	HOURS PER WEEK	X	NUMBER OF WEEKS	=	TOTAL HOURS APPROVED	X	HOURLY RATE	=	MAXIMUM REIMBURSEMENT
1.											
2.											
3.											
4.											
5.											
*SERVICE LETTER CODES: A - CHORE B - HEAVY CHORE C - PERSONAL CARE D - NURSING EVALUATION/SUPERVISION E - TRANSPORTATION/ESCORT F - RESPIRE CARE						TOTAL CHARGE FOR SERVICE					
8. AIDE SUPERVISOR SIGNATURE						8. DATE		ESTABLISHED MILEAGE CHARGES FOR ABOVE SERVICES			
7. FISCAL AGENT SIGNATURE						8. DATE		TOTAL ALLOWABLE BILL			
				9. ACCEPTED BY VENDOR/PROVIDER		10. DATE					
<small>DHR/CISA 520 4/99</small> <small>WHITE-PROVIDER/VENDOR COPY YELLOW-FISCAL COPY PINK-IHAS COPY GOLDENROD-CASE MANAGER GREEN-CLIENT COPY</small>								<small>*NOTE: PURCHASE ORDER VALID ONLY WHEN CLIENTS CARE PLAN IS ATTACHED</small>			

Appendix 6. – IHAS PERSONAL CARE PLAN

IHAS PERSONAL CARE PLAN
 (TO BE COMPLETED BY A REGISTERED NURSE OR DOCTOR)

Local Department/Jurisdiction:
Client's Name:
Date Client Assessed:

Area of Assistance:	See Key Below for Explanation: (CHECK APPLICABLE ITEMS)					Specific Instructions:
TASK	A	A/C	C	V	IHD	
1. Bathing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2. Hair Care	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3. Mouth Care/Denture Care	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4. Toileting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
5. Skin Care	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
6. Nail Care (Finger/Toe)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
7. Dressing/Clothing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
8. Feeding/Eating	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
9. Change Position	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
10. Transferring/Walking	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
11. Exercise	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
12. Change bed linens	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
13. Simple Range of Motion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
14. Other: Specify in Comments	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
15. Other: Specify in Comments	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

The Client's need for personal care should be re-evaluated: _____
Not more than 6 months from the date of this Plan

Nurse or Physician Signature: _____

Date Phone #

Agency/Practice Name: _____

TO BE COMPLETED BY THE IHAS SUPERVISOR

Date approved: _____ Approved with the following conditions:

 Plan for periodic nursing supervision _____
 Date of In Home Demonstration by nurse (if necessary): _____

Key:

A	Function performed mostly by aide
A/C	Function performed jointly by aide and client
C	Function performed mostly by client
V	Volunteer Assistance
IHD	In Home Demonstration by RN is necessary for aide to safely perform the indicated personal care activity

Appendix 7. – MISSED SERVICE REPORT

Missed Service Report

Today's Date:

Client Name:	Vendor Name:
Date of Missed Service:	
Date Verbal Notification was made to Local Department: Name of person you spoke to:	
Who was unavailable for the service? <input type="checkbox"/> Client <input type="checkbox"/> Aide	
Explanation of Missed Service	
Name of person completing form:	
IHAS use only:	
Date reviewed by LDSS:	Signature of Reviewer:

Appendix 8. – IHAS AIDE CASE MONTHLY REPORT

CLIENT NAME	AIDE NAME	CASE NUMBER	REPORT DATE
PROJECT CATEGORY	MONTH Covered:	See Attached Detailed Chart of Services Provided.	

Please indicate *Yes, No or Needs More Exploration (NME)* to the following factors YES NO NME

Client and/or family is not cooperative with or not available for services.			
There are factors in the home that place the aide at risk.			
Changes have occurred in environment. (heat, water, housing)			
Changes have occurred in informal or formal supports.			
Changes have occurred in clients or caregivers health, mental health, well being.			
Client is experiencing condition(s) placing them at risk. (i.e. Not eating, skin break down, not compliant with doctor recommendations, etc.)			
There has been a possible incident of abuse or neglect of the client.			
The client or caregiver has experienced a crisis.			
Case consult held with supervisor and/or Case Manager.			
Progress made toward Goals outlined in Service Plan.			

There has been a change in the client’s and/or caregiver’s behavior related to? Check those requiring a “yes” response.

- N/A
- Self Esteem Housekeeping Shopping Budgeting
 Personal Appearance Keeping Appointments Meal Preparation Health/Medication

Comments (Address all factors from above sections with a “YES” or “NME” Response.)

Aide Supervision: Type General RN Observation Date(s)

Aide Signature: _____

LDSS Supervisor Signature: _____ Date: _____

Date Report Forwarded to Case Manager: _____

Appendix 9. – MONTHLY REPORT AND INVOICE OF IN-HOME AIDE SERVICES PROVIDED

The MONTHLY REPORT AND INVOICE OF IN-HOME AIDE SERVICES PROVIDED is an Excel File and is included as a separate attachment to this IFB.

Appendix 10. – MONTHLY IN HOME AIDE DIRECT SERVICES REPORT

The MONTHLY IN HOME AIDE DIRECT SERVICES REPORT is an Excel File and is included as a separate attachment to this IFB.

Appendix 11. – TRANSMITTAL PAGE

JURISDICTION: A separate Transmittal Page must be submitted for each Jurisdiction to be served.

--

BIDDER BUSINESS OWNER/DIRECTOR(S) NAME(S):

--

BIDDER BUSINESS NAME:

--

Legal Name of Bidder Agency as registered with Department of Assessments and Taxation

FEDERAL TAX ID **e MARYLAND MARKETPLACE ADVANTAGE ID**

--	--

BUSINESS ADDRESS

--

BUSINESS PHONE **FAX** **EMAIL**

--	--	--

TYPE OF PROVIDER (CHECK ONE):

NON-PROFIT ORGANIZATION FOR-PROFIT CORPORATION UNINCORPORATED
 FOR-PROFIT

MINORITY BUSINESS ENTERPRISE VENDOR: YES NO MDOT CERT NO.

SMALL BUSINESS RESERVE VENDOR: YES NO DGS SBR NO.

VETERAN-OWNED SMALL BUSINESS VENDOR: YES NO DUNS NO. _____

PROJECT MANAGER:

Name Phone # EMAIL

--	--	--

EMERGENCY/AFTERHOURS CONTACT:

Name Phone # EMAIL

--	--	--

QUICK RESPONSE CONTACT:

Name Phone # EMAIL

--	--	--

LIAISON:

Name Phone # EMAIL

--	--	--

CONTRACTOR'S SUPERVISOR:

Name Phone # EMAIL

--	--	--

**24 HOUR
TELEPHONE
NUMBER:**

Name, Title, and Telephone Number of individual who is authorized to bind the Bidder Agency to all statements including services and prices contained in this Bid:

NAME	TITLE	PHONE

I acknowledge that I have received the following addenda to the IFB (if applicable)
Addenda#(s): _____

I acknowledge that changes in the information given must be reported to the State Project Manager as soon as possible.

Signature: _____ Date: _____

(Individual Authorized to bind the company to Services and Prices)

Appendix 12. –Data Sharing Agreement (DSA)

DATA RELEASE AGREEMENT FOR IHAS CONTRACTORS

I. PARTIES

This Agreement is between the Maryland State Department of Human Services (Social Services Administration and the Office of Licensing and Monitoring, hereinafter “DHS”), and the Office of Adult Services (hereinafter “Organization”), collectively referred to as the “Parties”.

NAME OF THE ORGANIZATION

II. PURPOSE

The purpose of this Agreement is to set forth the responsibilities of each of the Parties while serving DHS’ clients under a contract or other agreement with DHS, which includes the completion and submission of services information, CANS assessment, uniform incident reporting (UIR), and service collaboration through the web-based *myDHR* and CJAMS information systems. In addition, this Agreement sets forth the responsibilities of the Organization’s users when accessing and using *myDHR* and CJAMS information systems (hereinafter “DHS Systems”).

III. INTRODUCTION

Federal and state laws allow for the use and disclosure of information concerning children receiving foster care services, but place restrictions on the release of any information

regarding the clients served. The legal authority for use and disclosure of information is found in: 42 U.S. C. § 602(a)(1)(A)(iv); 42 U.S.C. § 1396a (a)(7); 7 C.F.R. § 272.1(c)(1); 42 C.F.R. § 431.300; 45 C.F.R. Part 160; 45 C.F.R. Part 164; 45 C.F.R. § 205.50; Md. Code Ann., Human Services § 1-201; and COMAR 07.01.07.

IV. RESPONSIBILITIES OF DHS

1. DHS shall designate a principal person and an alternate as the Point of Contact for the purpose of this Agreement.
2. DHS shall review a request for access to DHS Systems from the Organization for its staff member(s).
3. Once approved, DHS will certify that the Organization's staff member(s) may enter the DHS Systems data for child(ren) in its care as required.
4. DHS shall assist in setting up the Organization's staff member(s) with logon access, and will provide instructions for identified staff members when ready to begin use of DHS Systems.

V. RESPONSIBILITIES OF THE ORGANIZATION

1. The Organization must request that it be granted access to DHS Systems.
2. The Organization must submit a letter to the designated DHS security monitor requesting access to the DHS Systems for its staff member(s).
3. The Organization agrees that all information disclosed through this Agreement is confidential and cannot be disclosed to any other person without written consent of DHS.

4. The Organization agrees that use of confidential information for purposes other than those authorized by DHS is strictly prohibited by state and federal law.

5. The Organization shall ensure that its agents, employees, and other designated persons agree to all provisions of this Agreement and will require all individuals who will have access to confidential information to execute a Non-Disclosure Agreement before they log into DHS Systems.

6. The Organization must instruct all persons having access to confidential information about the security requirements and that they are bound by the confidentiality provisions of this Agreement. The Organization must inform DHS immediately if an employee, or other designee who has access to DHS Systems has severed or been severed from any relationship with the Organization or has left employment, or if access is revoked for any reason.

7. The Organization must designate and provide DHS with the name and contact information for the individual who will serve as the administrative account manager responsible for providing and terminating DHS Systems account roles for its employees.

8. The Organization must immediately notify the DHS point of contact via email when the DHS Systems administrative account manager is no longer employed in that role.

9. The Organization must provide DHS with a list of all agents, employees and other designated persons who have been given access to DHS Systems. This list must be kept current.

10. The Organization shall have sufficient process, protections and procedures in place to protect the data in accordance with State and federal law, and including the following:

a. Password protecting workstation with a “screensaver” password, set to automatically lock the system after a period of inactivity.

b. Computers must automatically lock after periods of inactivity. The period of inactivity prior to locking will be no greater than 15 minutes for devices containing DHS data.

c. Logging out of DHS Systems when workstations are left unattended.

d. Selecting a “strong” set of passwords and using different passwords for access to different systems.

e. Ensuring each device has an up-to-date virus protection installed that is maintained and patched daily.

f. Windows 10 Professional 64-bit and internet explorer 9 (or later) with all current security patches and ongoing monthly patches for operating systems and applications.

g. USB ports must be protected such that no non-FIPS (Federal Information Processing Standards) compliant hardware level encryption devices that can store data can connect to the laptop, desktop or tablet.

h. Laptops must have Absolute Computrace or another endpoint security that can be used to track, freeze, and remotely wipe the device.

i. Portable Media Devices, including laptops, must have FIPS 140-2 Compliant hardware level encryption.

11. The Organization staff shall call the DHS OTHS Helpdesk at (410)767-7002 within one (1) hour when a security incident(s) involving the acquisition, access, use or disclosure of confidential information is suspected or detected so DHS may take steps to determine whether its system has been compromised and to take appropriate security precautions.

12. The Organization may not assign its rights or interests, nor delegate its duties under this Agreement, in whole or in part, without the express prior written consent of DHS. Any attempted assignment or delegation without such express prior written consent shall be void and ineffective for all purposes.

13. The Organization shall operate under this Agreement so that no person, otherwise qualified, is denied employment or other benefits on the grounds of race, color, sex, creed, national origin, age, marital status, sexual orientation, or physical or mental disability which would not reasonably preclude the required performance.

VI. CONFIDENTIALITY

DHS and the Organization shall protect the confidentiality of information obtained or accessed in the implementation of this Agreement. The use of the confidential information is confined to activities that are essential for the purpose of this Agreement.

VII. GENERAL PROVISIONS

1. Upon finding any breach of this Agreement by the Organization, DHS shall deny the use or access of DHS Systems to the Organization's staff members who violate this Agreement.
2. If the Organization no longer has a license to provide RCC/CPA services with OLM, this Agreement will be terminated.
3. If the Organization no longer provides RCC/CPA services under the contract with DHS but continues to have a license with OLM, this Agreement will continue.
4. The Organization may not use the confidential information for any purpose other than serving the children who have been placed in their programs, and their families.
5. The Organization agrees to hold the State of Maryland, DHS and its employees and officials harmless for loss, damages, and cost for any liability as a result of the disclosure or use of confidential information accessed or obtained during the administration and implementation of this Agreement.
6. The State of Maryland or DHS is not responsible for any loss or expenses that may be incurred by the Organization, its agents or employees as a result of an inability to access the DHS Systems.

VIII. TERM

1. The term of this Agreement will commence upon execution of the Agreement and end five (5) years from the date of execution.
2. Either Party may terminate this Agreement at any time following thirty (30) days written notice to the other Party.

IX. GOVERNING LAW

This Agreement and its construction, interpretation, and enforcement shall be construed in accordance with and governed by the laws of the State of Maryland.

X. CONTACT PERSONS

All notices, inquiries, or matters arising related to this Agreement, unless otherwise indicated in the Agreement, shall be between the points below. Each Party shall notify the other Party, in writing, of any changes to the points of contact.

The point of contact for User Security and DHS Systems at the Department of Human Services is:

Name: OTHS Service Desk

Division: Office of Technology for the Human Services

Address: Department of Human Services
Office of Technology for the Human Services
311 West Saratoga St.
Baltimore, Maryland 21201

Phone Number: 410-767-7002

Email Address: Oths.helpdesk@maryland.gov

The point of contact person at SSA for DHS Systems in the Department of Human Services is:

Name: David Ayer
Ardena Walker

Division: Social Services Administration

Address: Department of Human Services
Social Services Administration
311 West Saratoga St
Baltimore, Maryland 21201

Phone Number: 410-767-8946
410-767-5773

Email Address: ardena.walker1@Maryland.gov
david.ayer@Maryland.gov

The alternate point of contact person for the Department of Human Services is:

Name: Kenyatta Powers

Division: OTHS Chief Information Officer

Address: Department of Human Services
 Office of Technology for the Human Services
 311 West Saratoga St.
 Baltimore, Maryland 21201

Phone Number: 410-767-7893

Email Address: kenyatta.powers@maryland.gov

The point of contact person for the Organization:

Name: _____

Organization: _____

Address: _____

Phone Number: _____

Email Address: _____

The alternate point of contact person for the Organization:

Name: _____

Organization: _____

Address: _____

Phone Number: _____

Email Address: _____

SIGNATURE PAGE

IN WITNESS WHEREOF, intending to be legally bound, the Parties have caused this Agreement to be executed as of the dates indicated below.

DEPARTMENT OF HUMAN SERVICES

Name: Michelle L. Farr, LCSW-C, LICSW
Title: Executive Director
Social Services Administration

Date Signed

NAME OF THE RCC/CPA - Organization

Name:

Date Signed

Title: _____

**APPROVED FOR FORM AND LEGAL SUFFICIENCY BY THE
OFFICE OF THE ATTORNEY GENERAL**

Appendix 13. – Laptop & Desktop Configurations Device Requirements Policy

Laptop and Desktop Configurations Device Requirements Policy

In an ongoing effort to protect Maryland Department of Human Services (DHS) data, contractors must abide by the following hardware & software requirements for devices that support the State of Maryland Agencies:

1. Laptop/other devices shall be provided by the Contractor/Sublet contractors. Consultants representing the Contractor will not be allowed to use their personal machines in any event. Operating System (O/S) shall be at a minimum, Microsoft Windows Professional or Enterprise latest version (10 or greater at the time of this contract), with all current security patches and ongoing monthly patches for operating systems and applications automatically updated. Microsoft Windows Home Edition 10 is not acceptable. No other operating system is acceptable.
2. Portable Devices, including laptops, shall have FIPS 140-2 Compliant Hardware Level encryption. (e.g. BitLocker is a free product that comes standard with Windows 10 Professional and Enterprise Edition). BitLocker or another FIPS 140-02 Compliant Hardware Level encryption, need to be active on vendor-provided laptops on all drives. It is the responsibility of the vendor to provide the BitLocker credentials to MD THINK admin or if managed by internal administrators to store securely such credentials so they can be used to provide DHS the ability to review the contents of such systems in the event of operating system failure.
3. USB ports shall be protected such that no non-FIPS compliant hardware level encryption devices that can store data can be written or read from the laptop or desktop. This policy allows the use of wireless or physically connected mouse and keyboard input devices.
4. Microsoft Office 365 with locally installed applications or Office Professional latest versions (2019 at the time of this contract) are required software for all consultants that need to have it installed, and depending on their role Microsoft Visio Professional and/or Microsoft Project (latest versions) is required.
 - a. Vendors shall supply licensing for Microsoft® Office™ software (Office Professional 2019, or Office 365™ (preferred)), this license to be valid for at least one year;
 - b. Some work positions at DHS require the vendor to also supply a valid license for Microsoft Visio Professional;
5. The laptop shall be no more than 36 months old at the time of onboarding.
6. Laptop shall have a functioning TPM Chip: (“Trusted Platform Module”)
 - a. TPM chip 2.0 greatly preferred;
 - b. TPM chip 1.2 may be acceptable for legacy laptops in 2019;
7. Processor: Intel I5 or I7 or AMD Ryzen™ Processors.
8. Wireless networking hardware must support 802.11 g/n/ac or newer standards.
9. Memory (“RAM”): 8GB minimum or more memory is required by policy:

10. Hard drive: 500GB or larger (SSD 256 or larger):

Hard drives must support encryption such as Microsoft BitLocker™ using TPM chip per item 6
11. No administrative privileges (including passwords) to the provided laptops shall be granted to any consultants representing the Contractors without approval. Administrative privileges shall be provided to the Contractor or to the DHS Security and IT support team and passwords provided before consultants start date. If systems have local administrative support by a local contractor that IT support will maintain local passwords and administrative rights in compliance with the above-stated requirements.
 - a. All laptops must have two user profiles (referenced names below).
 - b. (Admin User) “Contractor”_Admin & (Standard User) First, Last Name
12. Software Tool Requirements: End-point management solution agent(s) that manages endpoint security, management, patching, encryption, intrusion detection, Data Loss Prevention (DLP), computer tracking and incident response as well as other IT security countermeasures.
13. All data on laptops/devices will be wiped out completely before separation from DHS, and if done by contractor IT support documentation will be kept detailing the date, time, performer of the wipe, and a review of what DHS data was present on the system before wiping.
14. All laptops are required to be picked up from the consultant’s site location no later than 30 business days. Any laptop that not retrieved in the specified time of 30 business days will be forfeited.
15. Laptops that have been previously supplied to a consultant cannot be repurposed to other consultants by DHS.
16. For certain roles, an alternative O/S may be required. These particular cases will be reviewed on a case by case basis. In the case of an approval of an alternative O/S, the Contractor will be informed of the specific need and will adhere to DHS compliance requirements.
17. Tools will be provided to the vendors by DHS and must be installed on devices to use State networks and systems. DHS may change or add to the list of security agents and tools to be installed on vendor devices at any time. If a contractor wishes to use alternate tools, they will need to present those tools to DHS for review and approval to verify they meet current DHS standards. Manual validation will be performed by the DHS Infrastructure/Security teams on all vendor devices before allowing any connectivity to any State of Maryland (State) network or system.

Contractors should advise their resources that for security reasons, once connected to the State's network, the State will actively monitor all network connectivity, web browsing activities, and file upload/download activities to safeguard State's assets and comply with data loss prevention policies.

This policy goes into effect with within 30 days of Notice to Proceed (NTP). If compliance cannot occur within this timeframe, all machines that are not compliant will not be able to connect to the DHS network. **Appendix 14. – IN-HOME AIDE SERVICE ONE TIME ONLY REFERRAL AND SERVICE PLAN**

In-Home Aide Service One Time Only Referral and Service Plan

Client Name: _____ Today's Date: _____
Case Number: _____ Referring Worker/Program: _____
Client Address: _____
Directions to Client Home: _____

CASE MANAGEMENT GOAL:
Specific results expected from aide services:
Reason services are not available from another resource (MA, AAA etc.):
EMERGENCY CONTACT Name/Number:

Requested Service:
 Personal Care **Respite Care** **Chore Service** **Transportation**
 Other: details

Date and Time of Requested Service:
Type of assistive devices used by client:
Other concerns/information needed to complete request:

TRANSPORTATION REQUESTS

Appointment Time:
Name, address and phone# of client's appointment:
Number of individuals to be transported:
Number of car seats needed for transport:
Approximate time needed to complete transport:
Client Supervision: Supervision of client is needed throughout transport
 Aide may drop client off and return later for return transport

515 C and 248 A, B, and C are attached as required.
Referring worker Name/Title: _____ Referring Worker Signature/Date _____

<p>IHAS Supervisor-</p> <p><input type="checkbox"/> Request Approved - Assigned to: <input type="checkbox"/> Request Denied - Reason:</p>

Appendix 15. CLIENT AND FAMILY SATISFACTION SURVEY OF IHAS VENDOR

Client and Family Evaluation of the In Home Aide Service (IHAS) Vendor

Please respond to the survey questions below based on your experience during the last six months (January - June) or (July - December)

Date Completed Survey: _____

IHAS Vendor Name: _____

Who is completing this survey?

_____ Client _____ Other (Your relation to the client) _____

1. Within the last 6 months have you or the client received in-home aide services?

_____ Yes _____ No

2. Does the certified nursing assistant:

- arrive as scheduled? _____ Yes _____ No
- call ahead of time if he/she will be arriving late or not able to provide service?
_____ Yes _____ No

(Note: 5 points total, 2.5 points for “yes” response and 0 points for “no” response)

3. Was the certified nursing assistant:

Courteous?	_____ Yes	_____ No
Compassionate?	_____ Yes	_____ No
Professional?	_____ Yes	_____ No
Respectful?	_____ Yes	_____ No
Trustworthy?	_____ Yes	_____ No

(Note: 5 points for “yes” response to Trustworthy and 0 points for “no” response)

4. Did the certified nursing assistant portray a positive and helpful attitude toward you or the client?

_____ Yes _____ No

(Note: 5 points for “yes” response and 0 points for “no” response)

5. How would you describe the communication between you and the assigned certified nursing assistant?

Excellent Good Poor

Please explain why you choose this rating. _____

(Note: 5 points for “excellent”, 2.5 points for “good” and 0 points for “poor”)

5. Do you believe the certified nursing assistant listens to your concerns and needs?

Yes No

If no, please explain why. _____

(Note: 5 points for “yes” response and 0 points for “no” response)

7. Did the certified nursing assistant discuss the services that will be provided at the first visit?

Yes No

If no, please explain why. _____

(Note: 5 points for “yes” response and 0 points for “no” response)

8. Is the certified nursing assistant completing the chore and personal care services in the scheduled time?

Yes No

If no, please explain why. _____

(Note: 5 points for “yes” response and 0 points for “no” response)

9. Does the certified nursing assistant remain for their entire shift?

_____ Yes _____ No

If no, please explain why? _____

(Note: 5 points for “yes” response and 0 points for “no” response)

10. Has a nurse made a home visit within the last two months?

_____ Yes _____ No

(Note: 5 points for “yes” response and 0 points for “no” response)

11. Has there been an incident where you believe the certified nursing assistant or the registered nurse acted inappropriately?

_____ Yes _____ No

12. Was there a timely response to your or the client’s initial request for chore services and/or personal care?

_____ Yes _____ No

If no, please explain why? _____

(Note: 5 points for “yes” response and 0 points for “no” response)

13. Would you recommend this IHAS vendor to other individuals?

_____ Yes _____ No

If no, please explain why not? _____

Appendix 16. LDSS SATISFACTION SURVEY OF IHAS VENDOR

Local Department of Social Services (LDSS) Evaluation of the IHAS Vendor

Please respond to the survey questions below based on your experience during the last six months (January - June) or (July - December).

FOR LDSS COMPLETION ONLY:

Date Completed Survey: _____

IHAS Vendor Name: _____

Counties IHAS Vendor Serve: _____

Who is completing this survey?

_____ **Supervisor** _____ **Lead Worker** _____ **Other LDSS Worker**

1. Does the IHAS vendor respond within the time-frame for required services? (e.g. new clients, current clients and quick response service).

_____ Yes _____ No

(Note: 5 points for "yes" response and 0 points for "no" response).

2. Does the IHAS vendor submit invoices and other required forms in a timely manner?

_____ Yes _____ No

(Note: 5 points for "yes" response and 0 points for "no" response).

3. Does the IHAS vendor make a timely attempt to find a replacement aide for the original aide and contact the LDSS?

_____ Yes _____ No

(Note: 5 points for "yes" response and 0 points for "no" response)

4. Does the IHAS vendor communicate appropriately regarding interrupted services? (e.g. hospitalization, rehabilitation or family vacation)

_____ Yes _____ No

(Note: 5 points for “yes” response and 0 points for “no” response)

5. If a client resumes their service, is the IHAS vendor able to provide aide services within 1 or 2 days?

_____ Yes _____ No

(Note: 5 points for “yes” response and 0 points for “no” response)

6. Does the IHAS vendor forward its “Missed Service Reports” in a timely manner?

_____ Yes _____ No

(Note: 5 points for “yes” response and 0 points for “no” response)

7. Does the IHAS vendor have adequate certified nursing assistants (CNAs) to cover the counties in which they serve?

_____ Yes _____ No

(Note: 5 points for “yes” response and 0 points for “no” response)

8. Does the IHAS vendor notify the LDSS in a timely manner when the client is hospitalized?

_____ Yes _____ No

(Note: 5 points for “yes” response and 0 points for “no” response)

9. Does the IHAS vendor notify the LDSS on the same day or the next business day of any incidents that happen in the client’s home?

_____ Yes _____ No

(Note: 5 points for “yes” response and 0 points for “no” response)

10. Is the IHAS vendor knowledgeable about their contract responsibilities?

_____ Yes _____ No

(Note: 5 points for “yes” response and 0 points for “no” response)

Appendix 17. Exhibit 7a and 7b Safeguarding Contract Language for General Services and Technology Services

Exhibit 7a Safeguarding Contract Language for General Services

I. PERFORMANCE

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be performed under the supervision of the contractor or the contractor's responsible employees.
- (2) The contractor and the contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.
- (3) Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor is prohibited.
- (4) All returns and return information will be accounted for upon receipt and properly stored before, during and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.
- (5) No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.
- (6) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
- (7) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

(Include any additional safeguards that may be appropriate.)

II. CRIMINAL/CIVIL SANCTIONS

Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

- (1) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information

contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRCs 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

- (2) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
- (3) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213 and 7213A (see Exhibit 4, Sanctions for Unauthorized Disclosure and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 1.8, Reporting Improper Inspections or Disclosures) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. DATA INCIDENT RESPONSE

The contractor will:

- (1) Cooperate with and exchange information with agency officials, as determined necessary by the agency, in order to effectively report and manage a suspected or confirmed breach.
- (2) Properly encrypt FTI in accordance with Publication 1075 and other applicable policies and to comply with any agency-specific policies for protecting FTI.
- (3) Complete regular training on how to identify and report a breach;
- (4) Report a suspected or confirmed breach in any medium or form, including paper, oral and electronic, as soon as possible and without unreasonable delay, consistent with the agency's incident management policy;
- (5) Maintain capabilities to determine what FTI was or could have been accessed and by whom, construct a timeline of user activity, determine methods and techniques used to access FTI and identify the initial attack vector; Allow for an inspection, investigation, forensic analysis and any other action necessary to

ensure compliance with Publication 1075, the agency's breach response plan and to assist with responding to a breach; Identify roles and responsibilities, in accordance with Publication 1075 and the agency's breach response plan; and, explain that a report of a breach shall not, by itself, be interpreted as evidence that the contractor or its subcontractor failed to provide adequate safeguards for FTI.

IV. INSPECTION

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.

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Exhibit 7b Safeguarding Contract Language for Technology Services

I. PERFORMANCE

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be done under the supervision of the contractor or the contractor's employees.
- (2) The contractor and the contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.
- (3) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.
- (4) All returns and return information will be accounted for upon receipt and properly stored before, during and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- (5) The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- (6) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- (7) All computer systems receiving, processing, storing, accessing, protecting and/or transmitting FTI must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal Tax Information.
- (8) No work involving Federal Tax Information furnished under this contract will be subcontracted without prior written approval of the IRS.
- (9) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
- (10) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

(Include any additional safeguards that may be appropriate.)

II. CRIMINAL/CIVIL SANCTIONS

- (1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
- (2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.
- (3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
- (4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213 and 7213A (see Exhibit 4, Sanctions for Unauthorized Disclosure and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 1.8, Reporting Improper Inspections or Disclosures) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. DATA INCIDENT RESPONSE

The contractor will:

- (1) Cooperate with and exchange information with agency officials, as determined necessary by the agency, in order to effectively report and manage a suspected or confirmed breach.
- (2) Properly encrypt FTI in accordance with Publication 1075 and other applicable policies and to comply with any agency-specific policies for protecting FTI.
- (3) Complete regular training on how to identify and report a breach;
- (4) Report a suspected or confirmed breach in any medium or form, including paper, oral and electronic, as soon as possible and without unreasonable delay, consistent with the agency's incident management policy;
- (5) Maintain capabilities to determine what FTI was or could have been accessed and by whom, construct a timeline of user activity, determine methods and techniques used to access FTI and identify the initial attack vector; Allow for an inspection, investigation, forensic analysis and any other action necessary to ensure compliance with Publication 1075, the agency's breach response plan and to assist with responding to a breach; Identify roles and responsibilities, in accordance with Publication 1075 and the agency's breach response plan; and, explain that a report of a breach shall not, by itself, be interpreted as evidence that the contractor or its subcontractor failed to provide adequate safeguards for FTI.

IV. INSPECTION

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.

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