

State of Maryland

Department of Human Services (DHS)

statement of need /Request for Proposals (son/RFP)

RESIDENTIAL CHILD CARE (RCC) PROGRAMS

RFP Number SSA/PRRCC-22-001-S

Issue date: 12/21/2021

NOTICE

A Prospective Offeror that has received this document from a source other than eMaryland Marketplace Advantage (eMMA) [https://procurement.maryland.gov](http://links.govdelivery.com/track?type=click&enid=ZWFzPTEmbWFpbGluZ2lkPTIwMTkwNzE4LjgyMjA3NjEmbWVzc2FnZWlkPU1EQi1QUkQtQlVMLTIwMTkwNzE4LjgyMjA3NjEmZGF0YWJhc2VpZD0xMDAxJnNlcmlhbD0xNzQ5NTg3MSZlbWFpbGlkPXNhbmcua2FuZ0BtYXJ5bGFuZC5nb3YmdXNlcmlkPXNhbmcua2FuZ0BtYXJ5bGFuZC5nb3YmZmw9JmV4dHJhPU11bHRpdmFyaWF0ZUlkPSYmJg==&&&101&&&https://procurement.maryland.gov) should register on eMMA. See **Section 4.2**.

Minority Business Enterprises Are Encouraged to Respond to this Solicitation.

**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: Psychiatric Respite Residential Child Care (PRRCC) Programs**

**Solicitation No: SSA/PRRCC-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 Proposal is insufficient

[ ]  Start-up time is insufficient

[ ]  Bonding/Insurance requirements are restrictive (Explain in REMARKS section)

[ ]  Proposal requirements (other than specifications) are unreasonable or too risky (Explain in REMARKS section)

[ ]  MBE or VSBE requirements (Explain in REMARKS section)

[ ]  Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section)

[ ]  Payment schedule too slow

[ ]  Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

REMARKS:

Vendor Name:       Date:

Contact Person:       Phone (     )       -

Address:

E-mail Address:

State of Maryland

Department of Human Services (DHS)

Key Information Summary Sheet

|  |  |
| --- | --- |
| **Request for Proposals** | Services – Psychiatric Respite Residential Child Care (PRRCC) Programs  |
| **Solicitation Number:** | SSA/PRRCC-22-001-S |
| **RFP Issue Date:** | 12/21/2021 |
| **RFP Issuing Office:** | Department of Human Services (DHS or the Department) |
| **Procurement Officer:** | Samuel Eduful311 W. Saratoga Street9th floor, Room 940-JBaltimore, MD 21201 |
| **e-mail:****Office Phone:** | Samuel.eduful@maryland.gov410-767-7068  |
| **Proposals are to be sent:** | Via eMMA (see Section 5)<https://emma.maryland.gov>. Instruction on how to submit proposals via eMMA can be found at <https://procurement.maryland.gov/wp-content/uploads/sites/12/2021/01/5-eMMA-QRG-Responding-to-Solicitations-Double-EnvelopeRFP.pdf> |
| **Pre-Proposal Conference:** | **01/04/2022 at 10:00 AM -12:00 PM**See **Attachment A** for instructions. |
| **Questions Due Date and Time** | **12/21/2021** |
| **Proposal Due (Closing) Date and Time:**  | **02/03/2022 at 2:00 PM**Offerors are reminded that a completed Feedback Form is requested if a no-bid decision is made (see **page iv**). |
| **MBE Subcontracting Goal:** |  5% for Offerors that receive 25 beds or more |
| **VSBE Subcontracting Goal:** | 1% |
| **Contract Type:** | Indefinite Quantity with Fixed Unit Prices |
| **Contract Duration:** | Two (2) year base period with two (2) one-year option periods |
| **Primary Place of Performance:** | Statewide |
| **SBR Designation:** | No |
| **Federal Funding:** | Yes  |

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# Minimum Qualifications

## Offeror Minimum Qualifications

To be considered reasonably susceptible of being selected for award, the Offeror must provide proof with its Proposal that the following Minimum Qualifications have been met:

**For Diagnostic, Evaluation, Treatment Programs (DETP) and Psychiatric Respite (PR) Programs**

* + 1. Offerors shall possess a current, valid Maryland DHS license to provide DETP or PR Residential Child Care services and be in good standing with the appropriate licensing agency or have the ability to obtain licensure in the state of Maryland to provide the services at the time of award.
		2. Offerors shall submit a copy of its current license that corresponds with the Program proposing.
		3. For Offerors who are not currently licensed, submit with its proposal a Letter of Intent to OLM expressing interest in obtaining a Residential Child Care license. The Letter of Intent must reference the Statement of Need and the services required.

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# Contractor Requirements: Scope of Work

## Summary Statement

The Department of Human Services (DHS or the Department) is issuing this State of Need/Request for Proposals (SON/RFP) in order to provide Residential Child Care (RCC) services in Maryland for PR and DETP (Programs) services. These Programs can be located throughout the State and serve foster children under the care of the Department.

It is the State’s intention to obtain goods and services, as specified in this RFP, from Contracts between the selected Offerors and the State.

The Department intends to enter into performance-based Contracts with multiple RCC Providers to provide services Statewide so that the children in out-of-home placements may thrive and be nurtured in safe, community-based settings. See RFP **Section 4.9 Award Basis** for more Contract award information.

Technical Proposals must be submitted in accordance with RFP Section 5.3. Financial Proposals must be submitted for each RCC Program as required in RFP Section 5.4. All services provided to children by the Provider shall be included in the Provider’s IRC/MSDE budget/rate. The Department will only pay the rate established by the IRC/MSDE when a child is placed with a Provider.

No additional costs or fees outside of the established IRC/MSDE rates will be permitted, except in the rare instances when a child’s services may need to be supplemented, but only with the prior written consent of the LDSS Case Worker.

An Offeror, 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 Offeror (the Contractor) shall remain responsible for Contract performance regardless of subcontractor participation in the work.

A Contract award does not ensure a Contractor will receive all or any State business under the Contract.

## Background and Purpose

2.2.1 The Department proposes to issue a Statement of Need (SON) for the development of Programs that provide short-term care, not to exceed ninety (90) calendar days in length, to identify and facilitate diagnostic services for children in need of stabilization before transitioning into a longer-term placement setting. The DETP serves children who manifest as emotionally disturbed and have a history of abuse and/or neglect or are victims of sex trafficking.

In addition, the Department is issuing a SON for the development of the development of PR RCC Programs to serve children who are discharged from a psychiatric hospitalization with a placement recommendation for a residential treatment center, less restrictive placement, or diversion from a psychiatric hospitalization. The services to be provided are short-term, 30-day, residential programs with additional staffing and supportive services for children with serious behavioral issues

### 2.2.2 The requirements in this RFP comply with the requirements in the Bipartisan Budget Act of 2018, (Public Law (P.L.) 115-123, including the Families First Prevention Services Act (FFPSA), which made a number of changes to Title IV-B and IV-E of the Social Security Act. Under the new law, after the first two weeks of child placement, only “specified settings” outside of foster family homes are eligible for reimbursement through Title IV-E foster care funds. In addition, there were changes to the requirements for residential child care institutions related to criminal background and child protection clearances.

### Maryland has instituted the Integrated Practice Model for Child Welfare and Adult Services (IPM) approach to service delivery, which assures the entire system of care engages the family in helping them to improve their ability to adequately plan for the care and safety of their children. The family is viewed as a system of interrelated people in which action and change in one part of the system impacts the other. A commitment is made to encourage and support the family’s involvement in making decisions for the children. A climate of community collaboration is nurtured as a way to expand the supportive network available to children and families.

*Place Matters* is the Department’s initiative that promotes safety, family functioning, permanency and community-based services for children and families in the child welfare system. In addition, *Place Matters* initiatives safely reduce the Department’s foster care population by using a broad strategy of family-centered practice as indicated below:

1. Keeping children in their communities;
2. Placing children in families first;
3. Supporting and stabilizing families;
4. Reducing the reliance on out-of-home care;
5. Minimizing the length of time a child stays in out-of-home care; and
6. Reinvesting resources from high cost placements to front end prevention and support services for families and children.

The State is issuing this solicitation for the purposes of providing information to Offerors interested in preparing and submitting Proposals to meet the requirements for contractual services described herein.

### The services provided by RCC Programs must be appropriate to the age, gender, sexual orientation, cultural heritage, and the developmental and functional level of the child. The program category being utilized for the purposes of this SON/RFP is listed below.

|  |  |
| --- | --- |
| **RCC PROGRAM CATEGORIES** | **LICENSING AGENCY** |
| **Psychiatric Respite** | **DHS/OLM** |
| **Diagnostic, Evaluation, Treatment Program**  | **DHS/OLM** |

The number of beds sought for the PR treatment needs is approximately **25 beds**. The number of beds sough for DETP services is **35** **beds**. The projected need for placements is drawn from the average number of children that have been identified as being impacted by hospital overstay.

A roster of successful Offerors, listed from highest to lowest overall ranked successful Offerors, will be made available to each LDSS for referral purposes. The ranking will be based upon the overall rank of both technical and financial factors. Technical factors will receive greater weight than financial factors (see RFP **Section 6.5.3)**.

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

## Responsibilities and Tasks

### General Requirements

Contractors shall:

1. Possess and maintain a current, valid Maryland RCC license for the requisite Program(s) for which the Contractor submits a Proposal and remain in good standing with the appropriate licensing agency(ies) throughout the term of the Contract.
2. Operate its RCC facility(ies) within the State of Maryland.
3. Operate its RCC facility(ies) 24 hours a day, 365 days per year. Contractors must have 24-hour supervision by awake staff.
4. Operate their RCC Program(s) consistent with the regulations and requirements of the RCC Program placement and licensing policies as detailed in COMAR 14.31.05 through 07.
5. Comply with all applicable State and federal laws, regulations, DHS policies, standards and guidelines affecting the care and supervision of children in the Contractor’s care. Contractors shall remain abreast of and comply with current, new, and revised laws, regulations, and DHS policies, which may include, but may not be limited to:
6. Bill of Rights for Maryland’s Children and Youth in Children’s Residential Facilities
7. Maryland DHS IPM
8. Place Matters
9. Ready By 21
10. Maintain a policy and procedures manual(s) describing in detail the Contractor’s philosophy and approach to care and delivery of service to include the Maryland DHS IPM and Ready By 21 initiatives.
11. Comply with RCC services described in the Scope of Work, RFP **Section 2** herein.
12. Submit the appropriate comprehensive Individual Treatment Plan (ITP) or Individual Service Plan (ISP) as required by COMAR 14.31.06.17.
13. Develop a Behavior Management Plan that employs positive behavior interventions, strategies and supports as appropriate to the needs of the child and consistent with COMAR 14.31.06**.**
14. Plan, facilitate, and coordinate all preventive, routine, and emergency medical, mental health and dental care services for each child in conjunction with the LDSS.
15. Arrange for and ensure that each school-aged resident attends an educational or vocational program in accordance with all applicable federal, state and local laws (see Education, RFP **Section 2.3.15**). This may also include the need to provide transportation to and from educational programs.
16. Ensure that the Program’s residential childcare workers are certified by the State Board for the certification of Residential Child Care Program Professionals as outlined in Health Occupations Article §20-301-(b)(1) and (2),as applicable.
17. Ensure that its e-mail address, telephone and actual contact person information is up to date and on file with the SSA Project Manager.

### Staffing

Contractors shall:

1. Maintain a Board of Directors, or similar advisory board, that provides governance oversight and is comprised of representatives with experience in governance, financial management, fundraising, child welfare, and any other experience pertinent to administration of a residential child care environment.
2. Employ a sufficient number of Residential Child Youth Care Practitioners (RCYCPs) and other interdisciplinary credentialed staff to provide services and behavior management that meets the needs of the children in the Programs.
3. Identify the Certified Program Administrator who shall be considered Key Personnel (See RFP Section 3.10).
4. For Qualified Residential Treatment Program (QRTP) providers, identify registered or licensed nursing and clinical staff who provide care within the scope of their practice, who shall be considered Key Personnel (See RFP Section 3.10). Staff must be on site in accordance with the selected treatment model and/or available 24 hours a day, 7 days a week.
5. Ensure staff can effectively perform the roles and responsibilities associated with their positions.
6. Ensure staff receive appropriate orientation and ongoing training to meet the minimum licensing requirements and to comply with COMAR 14.31.06 in order to meet the needs of the children served. Additionally, the Contractor shall:
7. Ensure all staff receive forty (40) hours of initial and forty (40) hours of annual training as prescribed in COMAR 14.31.06.05 F; and

1. Maintain training records, including the names and credentials of trainers, staff attendance and copies of the curriculum.

### Cultural and Linguistic Competence

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

### Quality Assurance

Contractors shall maintain a formal process for program planning and evaluations, as well as an ongoing quality improvement plan as prescribed in COMAR 14.31.06.19B. The Department will monitor this process and data pertinent to the quality of care of LDSS children (see also RFP **Section 2.3.23.1B** –Licensing & Monitoring).

### Intake/Admission

Contractors shall:

1. Accept all referrals 24-hours-a-day, 7 days-a-week, unless there are extenuating circumstances that prevent placement of the child. In no event shall the total number of placements be greater than the number of beds specified in the Contract.

**Note:** The appropriate LDSS staff will make every effort to ensure that placements are the most appropriate in order to decrease placement disruptions. The LDSS staff has sole authority for making placement referrals.

1. Have a “no reject” policy based on the identified needs of the State. Any time a referral is not accepted, the LDSS staff will report the rejection to the State Project Manager and the OLM Licensing Coordinator for review and investigation, if warranted.
2. Ensure that children reside in quarters with persons within their own age groups. Suggested age groupings are 13-17 and 18-21. The behavioral, psychological, emotional and developmental levels of the child must be considered in the determination of appropriate groupings.

**For Contractors with Multiple Site Locations within the Same Program - Movement of A Child To Another Site Location**

Contractors shall:

1. Not move a child to another site location within the Contractor’s Program without the prior written notice to and written consent from the LDSS Case Worker.
2. Give written notice (via fax, mail, email or hand delivery) to the LDSS Case Worker of its intent to move a child at least thirty (30) calendar days before the proposed move. The notice shall include the reason for the transfer and name and location of the site to which the child will be transferred.

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

1. Proceed with an emergency move and immediately notify (via telephone) the LDSS Case Worker, Supervisor or On-Call Staff, whichever is appropriate. Additionally, Contractors shall provide written notification (via fax, mail, email or hand delivery) of the emergency placement address and reason therefore within 24 hours of the move.

**Integrated Practice Model (IPM)**

Contractors shall:

1. Participate in all LDSS Family Involved Meetings (FIMs), reviews, and court hearings pertaining to case planning, treatment, placement setting, permanency, and family resources, to include, at a minimum, all ISP reviews. Scheduled FIMs with the relevant invited employees of the Contractor and LDSS shall take place at critical decision-making times for the children. Critical decision-making times include removal or considered removal, placement change, recommendation for permanency change, youth transitional plan, and voluntary placement agreement.
2. Align its practice principles and core values with those outlined in the Maryland IPM that promotes safe, reliable and effective practice through a strength-based trauma-responsive practice model. This model emphasizes a comprehensive assessment process that is trauma-informed and action-driven and expands and aligns service array to better meet the needs of children and families.

**Case Planning**

Contractors shall:

1. Support the activities of the LDSS Case Worker in the achievement of safety, permanency and well-being objectives. Contractors shall cooperate and work in conjunction with the assigned LDSS Case Worker in the planning of treatment, service delivery, family visits, education, health and mental health and with any applicable court orders.
2. Ensure that its staff, the LDSS Case Worker, the children themselves, and any significant family members and/or significant individuals, are actively involved in the development, implementation and reviews of the ISP/ITP.
3. Send (via encrypted email or U.S mail) any notes or documents the Contractor deems necessary to include in the ISP/ITP to the LDSS Case Worker no less than ten (10) business days prior to the scheduled review meeting.
4. Maintain contact information for any known biological family and fictive kin of the child and document how sibling connections are maintained and how these family members are integrated into the case planning process for the child, including post-discharge.
5. Jointly develop with the LDSS Case Worker the ISP/ITP that identifies the needs of each child and the services needed. Contractors shall review progress on the ISP/ ITP with the LDSS Case Worker and convey all relevant educational and therapeutic information upon discharge of each child.

**Visitation and Transportation**

1. In conjunction with the LDSS staff, ensure and facilitate regular family and sibling visitation in accordance with the visitation plan established by the LDSS Case Worker. Visits may occur in the child’s home community, in the homes of pertinent relatives and/or significant individuals, and at the residential child care site. Phone calls and other forms of communication shall also be encouraged between the child and relatives, as well as other significant individuals.
2. Provide transportation for children to all medical and mental health appointments; school/educational extra-curricular and vocational activities; recreational activities; and community activities. Contractors shall also provide transportation for sibling and family visits.

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

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

**Staff Security**

Contractors shall ensure that all staff, including all employees, consultants and sub-contractors **are cleared** through the Child Protection Registry and the background checks include the jurisdiction(s) in which the staff member resides **prior** to beginning work, pursuant to Section 3.7.1.

**Mandatory Incident Reporting**

Contractors shall:

1. Follow the procedures outlined in COMAR 14.31.06.18 for mandatory reporting of incidents. Contractors shall also file an incident report any time the resident and/or staff has engaged in an event that is significantly distinct from the normal routine or procedure of the children, the program, the staff, or any person relevant to the resident.
2. Report any alleged child abuse, neglect or other risk to residents’ health and safety to the LDSS, Child Protective Services, DHS/OLM, SSA Resource Development and MDH/OHCQ via the DHS OLM Incident Report Form found at <http://dhr.maryland.gov/licensing-and-monitoring/provider-resources/> and scrolling down to “Critical Incident Reporting”.

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

**Normal Daily Routines**

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

**Community Integration**

Contractors shall:

1. In collaboration with the LDSS, develop and maintain linkages that strengthen the relationship with the child’s familial community of origin and/or the community in which he/she may be residing upon discharge. It is imperative that the child maintain connections with schools, churches, friends and families, as deemed appropriate.
2. Make community resources (volunteer civic activities, use of public agencies/services, local library, behavioral health services, and recreational activities at a local gym or community center) available to children, and encourage participation and involvement in community based programming to ensure that the child develops socialization skills for living successfully in the community.
3. Ensure that every child has an opportunity to participate in religious services of his/her choice, or to refrain from religious practice if so desired.
4. Ensure that any gay, lesbian, bisexual, transgendered and questioning children be linked with organizations and other networks that can support the child’s identity and culture.

**Education**

Contractors shall comply with §7-101 and §7-309 of the Education Article.

1. If, in accordance with COMAR 07.02.11.12 and 13A.08.07.06, it is in the child’s best interests to enroll in the locally zoned school serving the geographic attendance area of the Contractor’s Program or the licensed educational program offered through the Contractor’s Program, the Contractor shall:
2. Enroll the child in the locally zoned school serving the geographic attendance area of the Contractor’s Program in accordance with COMAR 13A.08.07.03-1or enroll the child in the licensed educational program offered through the Contractor’s Program;
3. Expeditiously initiate and monitor the transfer of the academic records of a child in the Contractor’s care from the transferring school to insure that the academic records are transferred to the school that the child will be attending while living in the Contractor’s care; and
4. Attend a meeting with appropriate school personnel at the time of enrollment and at any other time upon request; sign the child’s report card, insure the report card is returned to school, and include a copy of the report card in the child’s case record.
5. If, in accordance with COMAR 07.02.11.12 and 13A.08.07.06, it is in the child’s best interests to remain at the child’s school of origin, the Contractor shall:
6. Provide appropriate transportation for the child to the school of origin so long as it remains in the child's best interests to attend the school of origin in accordance with COMAR 07.02.11.12 and 13A.08.07.06; and
7. Meet with appropriate school personnel upon request; sign the child’s report card, ensure the report card is returned to school, and include a copy of the report card in the child’s case record.

**Bill of Rights for Maryland’s Children and Youth in Children’s Residential Facilities**

Contractors shall:

1. Demonstrate compliance with the Bill of Rights for Maryland’s Children and Youth in Children’s Residential Facilities, which may be found by going to this link: [Bill of Rights](http://dhs.maryland.gov/foster_youth_bill_of_rights)

<https://dhs.maryland.gov/documents/Manuals/Foster%20Care/Bill-of-Rights-12.28.pdf>

1. Post the [Bill of Rights](http://dhs.maryland.gov/foster_youth_bill_of_rights) in a conspicuous place within the RCC Program and include the Bill of Rights in the child’s and parent/guardian’s handbook.

<https://dhs.maryland.gov/documents/Manuals/Foster%20Care/Bill-of-Rights-12.28.pdf>

**Ready By 21**

Contractors shall:

1. Align its practice principles and core values with those outlined in the Maryland Youth Matter Practice Model, which may be found by going to the DHS [Ready by 21 Manual](http://dhr.maryland.gov/ready_by_21_manual). This is a direct link to the Ready by 21 Manual.
2. Support Maryland’s “Ready by 21” initiative by instituting the “Youth Matter Practice Model”. Youth is defined as: children ages 14 – 21 in out-of-home placements. This model is implemented to improve permanency outcomes for older youth. This initiative has and will continue to include the youth voice in addressing issues related to practice, policy, and decision-making related to individual goals and plans. The project goal is to improve the number of youth who transition to young adulthood with permanent connections and the skills necessary to be self-sufficient as outlined in SSA policies, which may be found by going to DHS website: <http://dhr.maryland.gov/documents/?dir=SSA%20Policy%20Directives> and scrolling down and clicking on “SSA Policy Directives,” then on specific policy.
3. Comply with the following specific SSA policies: [10-24](http://dhr.maryland.gov/documents/SSA%20Policy%20Directives/Child%20Welfare/SSA%2010-24%20DJS%20and%20DHR%20Dually%20Involved%20Youth%20Populations.pdf), [SSA 11-11](http://dhr.maryland.gov/documents/SSA%20Policy%20Directives/Child%20Welfare/SSA%2011-11%20Family%20Unification%20Program%20%28FUP%29%20Guidelines.pdf), , [SSA 11-16](http://dhr.maryland.gov/documents/SSA%20Policy%20Directives/Child%20Welfare/SSA%2011-16-Maryland%20Youth%20Transition%20Plan.PDF), [12-14](https://dhs.maryland.gov/documents/SSA%20Policy%20Directives/Child%20Welfare/SSA%2015-27%20%28Short-Term%20Placement%20Beds%20-%20Admissions%20-%20Discharges%29.pdf), [15-27](https://dhs.maryland.gov/documents/SSA%20Policy%20Directives/Child%20Welfare/SSA%2015-27%20%28Short-Term%20Placement%20Beds%20-%20Admissions%20-%20Discharges%29.pdf), [16-19](https://dhs.maryland.gov/documents/SSA%20Policy%20Directives/Child%20Welfare/SSA%2016-19%20Type%20III%20Education%20Program.pdf), [SSA 18-13](http://dhr.maryland.gov/documents/SSA%20Policy%20Directives/Child%20Welfare/SSA%2018-13%20CW-Revised-Working-with-Lesbian-Gay-Bisexual-Transgender-and-Questioning-LGBTQ-Youth-and-Families.pdf),, [SSA 19-4](http://dhr.maryland.gov/documents/SSA%20Policy%20Directives/Child%20Welfare/SSA%2019-04%20CW-Maryland-Youth-Transition-Plan.pdf), [20-06](https://dhs.maryland.gov/documents/SSA%20Policy%20Directives/Child%20Welfare/SSA%2020-06-CW-Qualified-Residential-Treatment-Program-QRTP.pdf) and [SSA 10-11.pdf](file:///%5C%5CSSC-VCL-Data%5CSSA_Placement_Unit%5CStatement%20of%20Need%5CSSA%2010-11.pdf)
4. Share in the responsibility of ensuring each child placed receives services to meet the identified benchmarks/milestones outlined in each child’s transitional plan. The benchmarks shall include, but are not limited to, the following domains:
5. Education
6. Housing
7. Health/Mental Health
8. Employment
9. Financial Literacy
10. Self-Care
11. Family and Community Connections/Support
12. Share in the responsibility of ensuring that youth work towards achieving the goals and actions outlined in the Maryland Youth Transition Plan. The LDSS Case Worker will work with each youth to develop a plan that includes: realistic goals established by each youth; agreed upon steps to be taken to meet the goals; the youth’s responsibility for aspects of the plan; the responsibility of the LDSS Case Worker and other interested persons who will assist the youth to accomplish stated action steps; and, timelines for achievement. The completed [**Maryland Youth Transition Plan**](http://mdconnectmylife.org/wp-content/uploads/2019/01/SSA-11-16-Maryland-Youth-Transition-Plan.pdf) (SSA Policy number SSA 11-16) (blank form available at <http://mdconnectmylife.org/initiatives/maryland-youth-transitional-plan>) will be provided (via fax, mail, email or hand delivered) within five (5) business days after completion to the Contractor.

### Discharge

Contractors shall:

1. Participate with the LDSS Case Worker in the discharge planning process, including the FIMs, which is considered part of the child’s permanency planning.
2. Only discharge children from the Contractor’s RCC Program under one or more of the following circumstances:
3. The child has progressed in functioning and/or development, and is ready for a less restrictive level of care;
4. The child is in need of a more intensive, therapeutic and/or restrictive placement;
5. The child is to be reunified with family or relatives;
6. The child is to be adopted;
7. The child has adequately met his/her independent living goals and is ready to leave foster care;
8. The child is turning 21 years old or the commitment has been rescinded;
9. The LDSS determines that it is appropriate to move the child; or
10. The Voluntary Placement Agreement is rescinded by the LDSS or the legal guardian.
11. Provide, in the absence of extenuating circumstances, prior to any and all discharges, thirty (30) calendar days’ notice and a Discharge Plan to the LDSS Case Worker and the parent (when appropriate).
12. Provide, in extenuating circumstances, notice and a Discharge Summary within 72 hours of the extenuating circumstances.

**Recordkeeping**

Contractors shall:

1. Establish and maintain client case files and fiscal records in a manner that is compliant with and supports all policies and procedures promulgated by DHS, particularly as they relate to documentation needed for audits. Contractors’ documentation must include all progress notes on assessments, treatment and service delivery that fully outline the care and recommended future care provided to children.
2. Retain all books, records, including documents that reflect all direct or indirect costs expended in the performance of this Contract for a period of no less than three (3) years after the date of final payment, in accordance with COMAR 21.07.01.21.

### Contract Monitoring

Contractors shall:

1. Comply with all processes and requests made by the SSA Contract and Monitoring Unit in conducting monitoring oversight activities during the term of the Contract.
2. Allow SSA Contract and Monitoring Unit staff to complete scheduled and unscheduled site visits, as appropriate, to assess performance, Contract compliance, and report on delivery of services required under this Contract.

### Specific Requirements for Contractors Providing Services as a Qualified Residential Treatment Program (QRTP)

Contractors shall:

1. Have a trauma-informed treatment model that is designed to address the needs, including clinical needs as appropriate, of children with serious emotional or behavioral disorders or disturbances.
2. Implement the treatment identified in the 30-day assessment for each child.
3. To the extent appropriate, and in accordance with the child's best interests, facilitate participation of family members in the child's treatment program.
4. Provide discharge planning and family-based aftercare support for at least six (6) months post-discharge.
5. Have registered or licensed nursing staff and other licensed clinical staff who:
	1. Provide care within the scope of their practice as defined by state/tribal law;
	2. Are on-site according to the treatment model; and
	3. Available 24 hours a day and 7 days a week.

### Specific Program Requirements

#### **2.3.22.1 For DETP Providers**

Contractors shall:

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

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

1. Have an on-site MSDE approved Type III school or utilize the local school systems when appropriate, to ensure that each school-aged child attends an educational or vocational program in accordance with all applicable federal, State and local laws.
2. Have the ability to provide a milieu of services offered in diagnostic and evaluation treatment programs in a campus-facility or community-based facility.
3. Have the ability to serve male, female and transgendered youth ages 13-20.
4. Offer evidence based and/or trauma-informed treatment services. Contractors must be able to provide individual trauma therapy, and individual and group therapy.
5. Provide the Certificate of Need (CON) to the LDSS Case Manager for children recommended for a Residential Treatment Center (RTC).
6. Ensure on-site availability to provide nursing and clinical/counseling needs consistent with treatment model to meet the needs of children in care 24/7.
7. Ensure the DETP has a minimum resident to staff ratio (excluding volunteers and staff not providing direct care and supervision of residents) of **4:1** during waking hours and **8:1** during sleeping hours.

#### **2.3.22.2 For PR Providers**

This Program will provide a more secure setting and a higher level of treatment services for DHS in-State youth.

Contractors shall:

1. Provide a combination and sequence of intensive, interdisciplinary, or generic care, treatment, or other services that are individually planned and coordinated for the individual.
2. Provide 24-hour awake staff.
3. Use the following minimum LOI standards when responding to this SON/RFP:

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

1. Have an on-site MSDE approved Type III school or utilize the local school systems when appropriate, to ensure that each school-aged child attends an educational or vocational program in accordance with all applicable federal, State and local laws.
2. Have the ability to serve male, female and transgendered youth ages 13-20.
3. Offer evidence based and/or trauma-informed treatment services. Contractors must be able to provide individual trauma therapy, individual, and group therapy.
4. Provide the CON to the LDSS Case Manager for children recommended for a RTC.
5. Provide on-site counseling services and appropriate therapeutic modalities necessary to meet the needs of children in care.
6. Provide to the Placement Unit, in writing (via email), on the 2nd and 4th Friday each month, a “Respite Census Report” to include the following: name of child, DOB, LDSS, LDSS Case Manager contact information, placement history, date of admission, length of stay, and recommendations or changes to the recommendations. Also include comments, which include: progress summary, estimated date of discharge, barriers to discharge, reason(s) for admission and communications with the LDSS Case Manager.
7. Ensure that the established IRC/MSDE rate includes all services for this population, including a minimum resident to staff ratio (excluding volunteers and staff not providing direct care and supervision of residents) of **3:1** during waking hours and **8:1** during sleeping hours.

### RCC Performance Requirements

1. DHS desires that each foster child be placed in the least restrictive setting that meets their needs and achieves permanency. Thus, Child Stability and Permanency will be monitored by DHS. Contractors are given an opportunity to earn incentive points because a number of factors drive decision-making about exits from a RCC to a less restrictive placement or exit to foster care, reunification, guardianship, or adoption.
2. The continuation of each Contract will be based on meeting the minimum standard established for each Contract year. The minimum standard is derived from the performance measures and will be equal to the lowest performance score for each RCC Program category beginning with the initial Contract award. DHS reserves the right to adjust the criteria for awarding incentive points and, after a 3-month notification to Contractors, to implement changes.
3. The performance measures for each RCC Program category will be compiled, monitored and rated 4 times during each Contract year – after 3, 6, 9, and 12 months **(see Chart B)** and the minimum standard will be updated annually **(see RFP Section 2.3.25).**

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

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

**Chart A**

|  |  |  |
| --- | --- | --- |
| **Indicator** | **Performance Measure** | **Available Points** |
| 1. Child Safety (50%)
 | Staff Security | 30 |
| Maltreatment while in Foster Care | 20 |
| 1. Licensing and Monitoring (40%)
 | Licensing Sanctions | 20 |
| SSA Hotlist | 5 |
| Annual Financial Audits | 15 |
| 1. Child Well-Being (10%)
 | CANS Compliance | 10 |
| **TOTAL** | **100** |
| 1. Incentive Points: **DETP Only**

Child Stability/Permanency | Exits to Permanency or Less Restrictive Placement | 20 |

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

1. Child Safety

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

1. Staff Security
2. 100% compliance for Child Protective Services (CPS) clearances and Criminal Background (CB) checks for all employees and prospective employees;
3. Timely submission of the COMAR Safety Requirements report. The COMAR Safety Requirements form may be found by going to DHS website: [http://Dhr.maryland.gov/licensing-and-monitoring/provider-resources/safety-reports/](http://dhr.maryland.gov/licensing-and-monitoring/provider-resources/safety-reports/);
4. CB and CPS check approval dates are prior to the employee hire date; and each employee is in compliance with the COMAR 14.31.06.05 standards for indicated child abuse and criminal convictions **(See RFP section 2.3.11)**.
5. OLM will conduct random checks of the COMAR Safety Requirements reports for each Contractor to ensure 100% compliance for CPS clearances and CB checks.
6. Maltreatment while in Foster Care

Contractors serving foster children shall have no indicated findings of child maltreatment where Contractors’ staff member is identified as the maltreator in the investigation 100% of the time.

1. Licensing and Monitoring

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

1. Licensing Sanctions

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

1. SSA Hot List

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

1. Annual Financial Audits
2. Contractors are required to submit their Annual Financial Audit (see Attachment R) timely on or before December 2 each Contract year.
3. On-Time submission is valued at 100%; up to 1-month delay is valued at 75%; up to two (2) or more months delay is valued at 50%; no current submission is valued at 0% for this measure. In the event that an extension was approved, the new due date is the starting point for evaluating this measure.
4. Process for Requesting a Fiscal Audit Extension

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

1. Child Well Being

Contractors shall ensure that each child is equipped to achieve the case plan objectives and goals for the child.

* + 1. CANS Assessment Compliance
	1. The CANS Assessment has been selected by DHS to measure child well-being. It is critical for DHS to have complete, accurate, and reliable CANS data as part of its evolving interest in gaining a full picture of the strengths and needs of children, as well as making CANS an integral part of case planning for children served. This measure is weighted as 10% of the total score.
	2. All Contractors shall complete the CANS Assessment (Human Services Article, § 8-1004, Annotated Code of Maryland). Among children who have been in placement for at least 1 month (30 calendar days), CANS Compliance is based on the expected completion of the Intake, Quarterly and Closing assessment data completed.
	3. The denominator used in the measurement is the number of expected CANS Assessments for children placed during the rating period; and the numerator used in the measurement is the number of actual CANS Assessments recorded.
1. Child Stability and Permanency (Incentive Points) (**DETP Only**)

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

1. Exits to Permanency or to Less Restrictive Placement Setting
2. Among those children who have lived at the RCC for at least two months, Contractors will receive a bonus point for every 5% of exits from foster care to permanency or discharge to a less restrictive placement.
3. This performance measure will contain the percentage of exits to permanency or to a less restrictive placement, wherein the denominator will be the number of all exits from the Contractor’s existing RCC, and the numerator will be the number of exits to permanency or to less restrictive placement settings, based on data from our case management system. This statistic will be generated based on the exits from the RCC during each quarterly rating period.

**Chart B - Summary of Performance Measures and Rating Periods**

|  |  |  |  |
| --- | --- | --- | --- |
| **Performance****Area** | **Minimum Acceptable Level** | **Performance Measure** | **Rating Period** |
| * **Child Safety**
 | 100% | Timely submission of the COMAR Safety Requirements Report and Licensing Agency’s Random Review of Clearance Documents  | 3-month (quarterly) periods |
| 100% | No Child Maltreatment Findings |
| * **Licensing and Monitoring**
 | 100% | No Licensing Sanctions | 3-month (quarterly) periods |
| 100% | No Placement on Hot List |
| On Time=100%1 Month Late=75%2 Months Late=50% | Timely Submission of Annual Financial Audit |
| * **Child Well-Being**
 | 90% | Timely submission of CANS Assessment | 3-month (quarterly) periods |
| * **Incentive Points: DETP Only**

 **Child Stability** **and Permanency**  | 0%  | Children in RCC discharged to permanency (reunification, guardianship, or reunification) or less restrictive placement | 3-month (quarterly) periods |

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

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

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Performance** **Area** | **Minimum Acceptable Level** | **Performance Measure** | **Performance Explanation** | **Rating received by Contractor** |
| 1. **Child Safety**
 | 100% | Monthly submission of the COMAR Safety Requirements Report | Received full credit—all employees on roster had complete information for child protective services and criminal background checks  | 1=30 points |
| 100% | No Child MaltreatmentFindings | Received NO credit—during rating period there was an indicated finding of child maltreatment among agency staff  | 1= 0 points |
| 1. **Licensing and Monitoring**
 | 100% | No Licensing Sanctions | Received full credit—there were no licensing sanctions received during the rating quarter | 0=20 points |
| 100% | No Placement on Hot List | Received full credit—there were no appearances on the Hot List during the rating quarter | 0=5 points |
| On Time=100%1 Month Late=75%2 Months Late=50% | Timely Submission of Annual Financial Audit | Received partial credit for this item—the Annual Financial Audit was received 1 month late | 75%=7.5 points |
| 1. **Child Well-Being**
 | 90% | Timely submission of CANS Assessment | Received full credit—Provider CANS data was completed. This is the percent of expected CANS records completed during rating quarter. | 100%=10 points |
| **SUB-SCORE** | **Based on Child Safety, Licensing and Monitoring, and Child Well-Being**  | **Calculation: 72.5=30+0+20+5+7.5+10** | **72.500** |
| 1. **Incentive: DETP Only**

**Child Stability & Permanency** | 0% (Excluding PR Programs) | Children in RCC Discharged to Permanency (reunification, guardianship, or reunification) or Less Restrictive Placement | Earned a 0.8 increase because 4% of exits were either to permanency or to less restrictive placement (4% of 20 is 0.8) and the points are added to the sub-score to obtain the total score | 4%=0.8 points |
| **TOTAL SCORE**  | **Sub-Score plus Incentive** | **Calculation: Sub-Score + Incentive** | **73.300** |

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

1. As illustrated in the table below, the Minimum Standard will be determined at the beginning of each Contract year. The new Minimum Standard for each RCC Program category will equal the lowest performance score of all Contractors as of the end of the prior Contract year. If this lowest performance score is lower than the initial Minimum Standard, then the initial Minimum Standard will be used as the new Minimum Standard for the Contract year.
2. Each quarter, Contractors will be given their updated performance scores and data for review and discussion with the State Project Manager. Quarterly data will also include data on the lowest performance score for the RCC Program category, so that Contractors can anticipate and plan for potential revisions to the Minimum Standard (which would take effect in the next Contract year). Quarterly data will be given to Contractors within thirty (30) days after the end of each time period. Contractors will have seven (7) business days upon receipt of the quarterly update to submit to the State Project Manager written discrepancies in the data. The State Project Manager will provide Contractors an initial written response within seven (7) business days after receipt of a Contractor’s written discrepancies. Contractors will have three (3) business days to respond to the initial written response. Finally, the State Project Manager will provide Contractors the final written response within three (3) business days thereafter.

**Chart D**

|  |
| --- |
| **Performance Data Reporting and Minimum Standard Calculation Schedule** |
| **Contract Year** | **Minimum Standard =** | **Reporting Quarter** |
| Base Year 1 | Lowest score of all Contracts awarded in the RCC Program category at time of Contract award date. | 1 |
| 2 |
| 3 |
| 4 |
| Base Year 2 | The greater of the following for each RCC Program category: Lowest score of all Contracts awarded at the end of quarter 4; or the Base Year 1 Minimum Standard. | 5 |
| 6 |
| 7 |
| 8 |
| Option Year 1 | The greater of the following for each RCC Program category: Lowest score of all Contracts awarded at the end of quarter 8; or the Base Year 2 Minimum Standard. | 1 |
| 2 |
| 3 |
| 4 |
| Option Year 2 | The greater of the following for each RCC Program category: Lowest score of all Contracts awarded at the end of quarter 4; or the Option Year 1 Minimum Standard. | 1 |
| 2 |
| 3 |
| 4 |
| **Note:** * Thirty (30) days after each quarter, Contractors will receive individual performance scores and data as well as the lowest performance score in their RCC Program category.
* New Contract year Minimum Standards will be made available thirty (30) days after the end of the prior Contract year.
* If Options are exercised, procedures outlined below will be followed for the Option years.
 |

### Conditions for Exercise of Options

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

1. The State’s current need for beds; and
2. The ranking of the Contractors based on quarterly performance reports to date.

### Corrective Action Plan

At any given three (3) month rating period, Contractors whose performance scores fall

below the Minimum Standard will be required to submit a Corrective Action Plan (CAP)

to the State Project Manager. Contractors who consistently fall below the Minimum Standard may be subject to termination or non-renewal of their Contract. Charts E and E-1 below describe the circumstances upon which a CAP will be required and the conditions that must be met in order to continue to accept new referrals and to avoid termination of the Contract.

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

**Chart E**

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

 **Chart E-1**

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

## Deliverables

### Deliverable Submission

1. For every deliverable, the Contractor shall request the State Project Manager to confirm receipt of that deliverable by sending an e-mail identifying the deliverable name and date of receipt.
2. Unless specified otherwise, written deliverables shall be compatible with Microsoft Office, Microsoft Project or Microsoft Visio, within two (2) versions of the current version. At the State Project Manager’s discretion, the State Project Manager may request one hard copy of a written deliverable.
3. Unless otherwise indicated, a standard deliverable review cycle will be elaborated and agreed-upon between the State and the Contractor. This review process is entered into when the Contractor completes a deliverable.
4. For any written deliverable, the State Project Manager may request a draft version of the deliverable. Drafts of each deliverable, except status reports, are required at least two weeks in advance of when the final deliverables are due (with the exception of deliverables due at the beginning of the project where this lead time is not possible, or where draft delivery date is explicitly specified). Draft versions of a deliverable shall comply with the minimum deliverable quality criteria listed in **Section 2.4.3 Minimum Deliverable Quality**.

### Deliverable Acceptance

1. A final deliverable shall satisfy the scope and requirements of this SON/RFP for that deliverable, including the quality and acceptance criteria for a final deliverable as defined in **Section 2.4.4 Deliverable Descriptions/Acceptance Criteria**.
2. The State Project Manager shall review a final deliverable to determine compliance with the acceptance criteria as defined for that deliverable. The State Project Manager is responsible for coordinating comments and input from various team members and stakeholders. The State Project Manager is responsible for providing clear guidance and direction to the Contractor in the event of divergent feedback from various team members.
3. The State Project Manager will issue to the Contractor a notice of acceptance or rejection of the deliverable. After acceptance of the deliverable, the Contractor shall submit a proper invoice in accordance with the procedures in **Section 3.3**.
4. In the event of rejection, the State Project Manager will formally communicate in writing any deliverable deficiencies or non-conformities to the Contractor, describing in those deficiencies what shall be corrected prior to acceptance of the deliverable in sufficient detail for the Contractor to address the deficiencies. The Contractor shall correct deficiencies and resubmit the corrected deliverable for acceptance within the agreed-upon time period for correction.

### Minimum Deliverable Quality

####  Each deliverable shall meet the following minimum acceptance criteria:

1. Be presented in a format appropriate for the subject matter and depth of discussion.
2. Be organized in a manner that presents a logical flow of the deliverable’s content.
3. Represent factual information reasonably expected to have been known at the time of submittal.
4. In each section of the deliverable, include only information relevant to that section of the deliverable.
5. Meet the acceptance criteria applicable to that deliverable, including any State policies, functional or non-functional requirements, or industry standards.
6. Be free from grammatical errors, misspellings or incorrect punctuation.
7. Contain the date, author, and page numbers. When applicable for a deliverable, a revision table must be included.
8. A draft written deliverable shall represent a significant level of completeness toward the associated final written deliverable. The draft written deliverable shall otherwise comply with minimum deliverable quality criteria above.

### Deliverable Descriptions/Acceptance Criteria

#### In addition to the items identified in the table below, the Contractor may suggest other subtasks, artifacts, or deliverables to improve the quality and success of the assigned tasks.

**Deliverables Summary Table\***

|  |  |  |  |
| --- | --- | --- | --- |
| Section Reference # | Deliverable Description | Acceptance Criteria | Due Date / Frequency |
| 2.3.1 | Individual Service/Treatment Plans  | Individual Service/Treatment Plans should comply with COMAR 14.31.06.17. | Thirty (30) business days after placement and every ninety (90) business days thereafter.  |
| 2.3.10 | CANS Assessment. | Results of CANS Assessment. | Thirty (30) business days after placement and every ninety (90) business days thereafter.  |
| 2.3.23.1 | COMAR Safety Requirements reports | The safety report shall be assessed for 100% compliance for CPS and CB checks for all employees and perspective employees. | The 10th of each month to OLM. |
| 2.3.22.1 | Diagnostic Assessment  | The Diagnostic Assessment includes: psychiatric, psychological, educational, psycho-social, medical, placement recommendations and other services as appropriate. | Thirty (30) business days from date of placement. |
| 2.3.22 | Certificate of Need  | Supporting documentation for a child being placed in a residential treatment center.  | At discharge to the LDSS Case Manager. |
| Attachment R | Annual Financial Audit report of the Contractor’s financial records | The audit must be performed by an independent CPA) and be in the format required by Attachment R.  | On or before December 2 of each year, following the end of the Contract year.Submit to: SSA Administrative Specialist, Office of Budget and Central Services, 5th Floor, Department of Human Services, 311 W. Saratoga Street, Baltimore, MD 21201.  |

|  |  |  |  |
| --- | --- | --- | --- |
| Attachment S | DHS Private Contractor Annual Report  | Completed form and supporting documentation | Due on or before December 2 of each year, following the end of the Contract year.  |
| Attachment V | Financial Incident Report  | Completed Financial Incident Report to the Department if it experiences any of the following financial issues indicated during the term of the Contract.  | The first report within five (5) business days of receiving a fully executed copy of this Contract. Thereafter, the Contractor shall submit a Financial Incident Report on July 1 and December 2 of each year. However, if the Contractor files for bankruptcy, it shall submit a Financial Incident Report to the Department within 24 hours of the filing. Submit via regular mail to:SSA Administrative Specialist, Office of Budget and Central Services, 5th Floor, Department of Human Services, 311 W. Saratoga Street, Baltimore, MD 21201. |
| 5.3 | Quarterly Report of Economic Benefits Attained  | The report shall include the Contractor’s name, contract number, report quarter / year, and identify the economic benefits committed to this project as stated in the Contractor’s Proposal for the report year and the economic benefits attained during the report quarter. The report shall be signed and dated by the Contractor’s Project Manager.  | By the 15th of the month following the end of the report quarter. The quarterly report shall be submitted until all proposed economic benefits are attained.  |
| 3.6 | Current Certificates of Insurance  | Includes the minimum amounts and types of coverage required by this RFP and COMAR. Include the State of Maryland as an “Additional Insured”. | At each Contract anniversary date including options periods, if exercised. |
| Attachment M | Program Questionnaire  | The purpose of the questionnaire is to gather comprehensive information about the services offered and youth served by programs that are utilized by DHS.  | At each Contract anniversary date, including option periods, if exercised. |
| Attachment M | Ad Hoc/Miscellaneous Reports.  | As requested and may include, but not limited to, the collection of research data and evaluation activities concerning the Programs.  | Due in the time period requested.  |
| 3.10 | For All Providers providing services under QRTP designation | Proof of designation | At submission of Proposal and annual affidavit |

\*The deliverables summary table may not list every contractually required deliverable. Offerors and Contractors should read the SON/RFP thoroughly for all Contract requirements and deliverables.

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

## Service Level Agreement (SLA)

THIS SECTION IS INAPPLICABLE TO THIS RFP.

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# Contractor Requirements: General

## Contract Initiation Requirements

THIS SECTION IS INAPPLICABLE TO THIS RFP.

## End of Contract Transition

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

## Invoicing

### General

1. Contractors will receive a Revised Maintenance Payment Statement (**Attachment Q**) generated by the DHS electronic case management system at the beginning of each month for prior month placements. The monthly statement will be calculated based on the approved IRC/MSDE per diem(s) and the actual number of days in the previous month that a child was in the Contractor’s care. Contractors have five (5) business days to verify statements. The appropriate LDSS staff and Contractors must resolve any disputes. On the 13th of the month, the DHS electronic case management system, based on placement validation by the appropriate LDSS staff, will generate revised monthly statements if changes were made, and create a pay file for payment processing by the State Comptroller. Daily pay files will be generated for processing by the appropriate LDSS staff for placements validated after the 13th of the month.
2. Payments will be made on or about the 23rd of the month unless payment issues are still outstanding.
3. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as applicable, are prohibited.
4. The Contractor agrees to reimburse the Department for any overpayment or disallowance within thirty (30) days of receiving notice from the Department. If more than thirty (30) days is required by the Contractor to fully reimburse DHS, then the Contractor hereby agrees to establish and submit a repayment plan, for review and approval by the State Project Manager.
5. The Department reserves the right to reduce or withhold Contract payment in the event the Contractor does not provide the Department 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.
6. 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.
7. Any action on the part of the Department, 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.
8. 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 sixty (60) calendar days from the Contract termination date.

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

1. The amount invoiced is inconsistent with the Contract;
2. The proper invoice has not been received by the party or office specified in the Contract;
3. The invoice or performance is in dispute or the Contractor has failed to otherwise comply with the provisions of the Contract;
4. The item or services have not been accepted;
5. The quantity of items delivered is less than the quantity ordered;
6. The items or services do not meet the quality requirements of the Contract;
7. The Contract provides for progress payments and the proper invoice for the progress payment has not been submitted pursuant to the schedule;
8. The Contract provides for withholding a retainage and the invoice is for the retainage, but all stipulated conditions for release of the retainage have not been met; or
9. 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.

### Travel Reimbursement

Travel will not be reimbursed under this SON/RFP.

## Liquidated Damages

### MBE Liquidated Damages

### MBE liquidated damages are identified in Attachment M.

### Liquidated Damages other than MBE

THIS SECTION IS INAPPLICABLE TO THIS SON/RFP.

## Disaster Recovery and Data

THIS SECTION IS INAPPLICABLE TO THIS SON/RFP

## 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:

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

1. 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.
2. Errors and Omissions/Professional Liability - $50,000 per combined single limit per claim and $100,000 annual aggregate.
3. 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.
4. 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.

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.

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 fifteen (15) days prior to the expiration of the insurance policy then in effect.

Any insurance furnished as a condition of the Contract shall be issued by a company authorized to do business in the State.

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 State Project Manager.

Sub-contractor Insurance

The Contractor shall require any sub-contractors to obtain and maintain comparable levels of coverage and shall provide the State Project Manager with the same documentation as is required of the Contractor.

## Security Requirements

The following requirements are applicable to the Contract:

### Criminal Background Checks/Safety

1. All staff, including employees, Board members, consultants and sub-contractors must be cleared through the Child Protection Registry and the background checks of the jurisdiction(s) in which the staff member resides prior to beginning work. See COMAR 14.31.06.05. A copy of the child protection and criminal background requests shall be maintained by the Contractor. All Contractors are required to complete the Criminal Background Affidavit (**Attachment U**) and submit it with their Technical Proposal.
2. Contractor shall not employ any person who has been convicted of the following:
3. Child abuse
4. Child neglect
5. Spousal abuse
6. A crime against children, including child pornography
7. A crime involving violence, including but not limited to, rape, sexual assault, homicide;
8. A conviction within 5 years of applying for a job with the program for assault or a drug-related offense; and
9. A conviction within 5 years for a violation of the Courts and Judicial Proceedings Article, §3-838 or 3-8A-30, Annotated Code of Maryland.
10. Contractor shall demonstrate compliance with COMAR 14.31.06.05 A (2) (e) to ensure a drug and alcohol-free workplace.
11. Contractor shall require staff to undergo a physical examination and tuberculosis screening in accordance with COMAR 14.31.06.05 E (1) (c) and (d).
12. Any staff that has an indicated finding of any of the following allegations by an investigation of OLM or LDSS Child Protective Services unit in any jurisdiction shall be terminated:
13. Neglect of children
14. Physical abuse of children, families or staff member
15. Sexual abuse or harassment of children, families or staff members
16. Verbal or emotional abuse of children, families or staff members
17. Drug or alcohol use on the premises or with children and families, or such that the staff is intoxicated while on duty
18. 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.
19. 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.

### On-Site Security Requirement(s)

THIS SECTION IS INAPPLICABLE TO THIS SON/RFP.

### Information Technology

1. The Contractor shall:
	1. Implement administrative, physical, and technical safeguards to protect State data that are no less rigorous than accepted industry best practices for information security such as those listed below **(See section 3.7.4)**;
	2. Ensure that all such safeguards, including the manner in which State data is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws as well as the terms and conditions of the Contract; and
	3. Ensure that Contractor Personnel’s: (i) abide by all applicable federal, State and local laws, rules and regulations concerning security of Information Systems and Information Technology and (ii) comply with and adhere to the State IT Security Policy and Standards as each may be amended or revised from time to time. Updated and revised versions of the State IT Policy and Standards are available online at: www.doit.maryland.gov – keyword: Security Policy.

### Data Protection and Controls

1. The Contractor shall ensure a secure environment for all State data and any hardware and software (including but not limited to servers, network and data components) to be provided or used in connection with the performance of the Contract and shall apply or cause application of appropriate controls so as to maintain such a secure environment (“Security Best Practices”). Such Security Best Practices shall comply with an accepted industry standard, such as the NIST cyber security framework.
2. To ensure appropriate data protection safeguards are in place, the Contractor shall implement and maintain the following controls at all times throughout the Term of the Contract (the Contractor may augment this list with additional controls):
	1. Establish separate production, test, and training environments for systems supporting the services provided under this Contract and ensure that production data is not replicated in test and/or training environment(s) unless it has been previously anonymized or otherwise modified to protect the confidentiality of Sensitive Data elements. The Contractor shall ensure the appropriate separation of production and non-production environments by applying the data protection and control requirements listed in this section.
	2. Apply hardware and software hardening procedures as recommended by Center for Internet Security (CIS) guides https://www.cisecurity.org/, Security Technical Implementation Guides (STIG) http://iase.disa.mil/Pages/index.aspx, or similar industry best practices to reduce the Contractor/subcontractor’s systems’ surface of vulnerability, eliminating as many security risks as possible and documenting what is not feasible and/or not performed according to best practices. Any hardening practices not implemented shall be documented with a plan of action and milestones including any compensating control. These procedures may include but are not limited to removal of unnecessary software, disabling or removing unnecessary services, removal of unnecessary usernames or logins, and the deactivation of unneeded features in the Contractor/subcontractor’s system configuration files.
	3. Ensure that State data is not comingled with non-State data through the proper application of compartmentalization security measures.
	4. Apply data encryption to protect Sensitive Data at all times, including in transit, at rest, and also when archived for backup purposes. Unless otherwise directed, the Contractor is responsible for the encryption of all Sensitive Data.

* 1. For all State data the Contractor manages or controls, data encryption shall be applied to such data in transit over untrusted networks.

* 1. Encryption algorithms which are utilized for encrypting data shall comply with current Federal Information Processing Standards (FIPS), “Security Requirements for Cryptographic Modules”, FIPS PUB 140-2:

<http://csrc.nist.gov/publications/fips/fips140-2/fips1402.pdf>

<http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm>

* 1. Enable appropriate logging parameters to monitor user access activities, authorized and failed access attempts, system exceptions, and critical information security events as recommended by the operating system and application manufacturers and information security standards, including Maryland Department of Information Technology’s Information Security Policy.
	2. Retain the aforementioned logs and review them at least daily to identify suspicious or questionable activity for investigation and documentation as to their cause and remediation, if required. The Department of Human Services shall have the right to inspect these policies and procedures and the Contractor or subcontractor’s performance to confirm the effectiveness of these measures for the services being provided under this Contract.
	3. Ensure system and network environments are separated by properly configured and updated firewalls.
	4. Restrict network connections between trusted and untrusted networks by physically and/or logically isolating systems from unsolicited and unauthenticated network traffic.
	5. By default “deny all” and only allow access by exception.
	6. Review at least annually the aforementioned network connections, documenting and confirming the business justification for the use of all service, protocols, and ports allowed, including the rationale or compensating controls implemented for those protocols considered insecure but necessary.

* 1. Perform regular vulnerability testing of operating system, application, and network devices. Such testing is expected to identify outdated software versions; missing software patches; device or software misconfigurations; and to validate compliance with or deviations from the security policies applicable to this Contract. Contractor shall evaluate all identified vulnerabilities for potential adverse effect on security and integrity and remediate the vulnerability no later than 30 days following the earlier of vulnerability’s identification or public disclosure, or document why remediation action is unnecessary or unsuitable. The Department of Human Services shall have the right to inspect the Contractor’s policies and procedures and the results of vulnerability testing to confirm the effectiveness of these measures for the services being provided under this Contract.
	2. Enforce strong user authentication and password control measures to minimize the opportunity for unauthorized access through compromise of the user access controls. At a minimum, the implemented measures should be consistent with the most current Maryland Department of Information Technology’s Information Security Policy (<http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx>), including specific requirements for password length, complexity, history, and account lockout.
	3. Ensure State data is not processed, transferred, or stored outside of the United States (“U.S.”). The Contractor shall provide its services to the State and the State’s end users solely from data centers in the U.S. Unless granted an exception in writing by the State, the Contractor shall not allow Contractor Personnel to store State data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The Contractor shall permit its Contractor Personnel to access State data remotely only as required to provide technical support.
	4. Ensure Contractor’s Personnel shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the State, which may be revoked at any time for any reason. The Contractor/subcontractor shall complete any necessary paperwork as directed and coordinated with the State Project Manager to obtain approval by the State to connect Contractor/subcontractor-owned equipment to a State LAN/WAN.
	5. Ensure that anti-virus and anti-malware software is installed and maintained on all systems supporting the services provided under this Contract; that the anti-virus and anti-malware software is automatically updated; and that the software is configured to actively scan and detect threats to the system for remediation. The Contractor shall perform routine vulnerability scans and take corrective actions for any findings.
	6. Conduct regular external vulnerability testing designed to examine the service provider’s security profile from the Internet without benefit of access to internal systems and networks behind the external security perimeter. Evaluate all identified vulnerabilities on Internet-facing devices for potential adverse effect on the service’s security and integrity and remediate the vulnerability promptly or document why remediation action is unnecessary or unsuitable. The Department shall have the right to inspect these policies and procedures and the performance of vulnerability testing to confirm the effectiveness of these measures for the services being provided under this Contract.

### Security Incident Response

1. The Contractor shall notify the Department in accordance with **Section 3.7.5A-D** when any Contractor system that may access, process, or store State data or State systems experiences a Security Incident or a Data Breach as follows:
	1. Notify the Department within twenty-four (24) hours of the discovery of a Security Incident by providing notice via written or electronic correspondence to the State Project Manager, Department chief information officer and Department chief information security officer;
	2. Notify the Department within two (2) hours if there is a threat to Contractor’s Solution as it pertains to the use, disclosure, and security of State data; and
	3. Provide written notice to the Department within one (1) Business Day after Contractor’s discovery of unauthorized use or disclosure of State data and thereafter all information the State (or Department) requests concerning such unauthorized use or disclosure.
2. Contractor’s notice shall identify:
	1. the nature of the unauthorized use or disclosure;
	2. the State data used or disclosed,
	3. who made the unauthorized use or received the unauthorized disclosure;
	4. what the Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure;
	5. what corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure; and
	6. other information, including a written report, as reasonably requested by the State.
3. The Contractor may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Contract. Discussing Security Incidents with the State should be handled on an urgent as-needed basis, as part of Contractor communication and mitigation processes as mutually agreed upon, defined by law or contained in the Contract.
4. The Contractor shall comply with all applicable laws that require the notification of individuals in the event of unauthorized release of State data or other event requiring notification, and, where notification is required, assume responsibility for informing all such individuals in accordance with applicable law and to indemnify and hold harmless the State (or Department) and its officials and employees from and against any claims, damages, and actions related to the event requiring notification.

### Data Breach Responsibilities

1. 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.
2. 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.

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.

Provisions in **Sections** **3.7.1 – 3.7.6** shall survive expiration or termination of the Contract. Additionally, the Contractor shall flow down the provisions of **Sections** **3.7.3 - 3.7.6** (or the substance thereof) in all subcontracts.

## Problem Escalation Procedure

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

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

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

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

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

## SOC 2 Type 2 Audit Report

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

## Experience and Personnel

3.10.1 Offeror Preferred Qualifications

## It is preferred that the Offeror be certified as a QRTP by the State of Maryland by the time of award.

3.10.2 As proof of meeting this requirement, Offerors shall provide with its Proposal, or at the time Recommendation for Award, a copy of the current designation for QRTP.

### Personnel Experience

The following positions shall be identified in the Technical Proposal and included within the Staffing Plan.

1. Contractor’s Project Manager

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

1. Residential Child Youth Care Practitioners (RCYCP)

RCYCP’s are the Program’s residential child care workers (formally direct child care workers or "residential child care workers"). RCYCP’s must be certified by the State Board for the certification of Residential Child Care Program Professionals as outlined in *Health Occupations Article §20-301-(b)(1) and (2)* unless:

1. The RCYCP is an employee of the Maryland School for the Blind and holds a current paraprofessional certificate, or
2. The RCYCP is participating in a Board-approved training program that leads to certification within 180 days of hire.

 Offerors shall include certifications of RCYCP’s with the Proposal.

### Key Personnel Identified

For the Contract, the following positions to be identified in the Technical Proposal will be considered Key Personnel:

1. **Certified Program Administrator**

Offerors’ Certified Program Administrator, as outlined in COMAR 14.31.06.06, shall have five (5) years of experience providing individualized range of services that may include individual, group, milieu, family, educational, and behavioral treatment approaches applicable.

1. **For QRTP providers** – at least one registered or licensed nurse and clinical staff who provide care within the scope of their practice. Offerors shall include certifications of licensed nursing and clinical staff (i.e. licensed behavioral health clinician, psychologist or licensed social worker or licensed professional counselor) within the Staffing Plan.
2. **Contractor’s Project Manager** (See Section 3.10.3)

### Contractor Personnel Maintain Certifications

Any Contractor Personnel provided under this SON/RFP shall maintain in good standing any required professional certifications and licenses for the duration of the Contract.

## Substitution of Personnel

### Continuous Performance of Key Personnel

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

1. Key Personnel shall be available to perform Contract requirements as of the Notice to Proceed Date. Unless explicitly authorized by the State Project Manager or specified in the Contract, Key Personnel shall be assigned to the State of Maryland as a dedicated resource.
2. Key Personnel shall perform continuously for the duration of the Contract, or such lesser duration as specified in the Technical Proposal. Key Personnel may not be removed by the Contractor from working under the Contract without prior written notice to the State Project Manager.
3. The provisions of this section apply to Key Personnel identified in any Task Order proposal and agreement, if issued, and any Work Order Request and Work Order, if issued.

### Definitions

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

1. **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.
2. **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 RFP or the Contractor’s Technical Proposal.

### Contractor Personnel General Substitution Provisions

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

1. The Contractor shall demonstrate to the State Project Manager’s satisfaction that the proposed substitute has the ability, qualifications and experience at least equal to those of the Contractor Personnel proposed to be replaced.
2. The Contractor shall provide the State Project Manager with a substitution notice that shall include:
3. A detailed explanation of the reason(s) for the substitution;
4. The resume of the proposed substitute, signed by the substituting individual and his/her formal supervisor;
5. The official resume of the current personnel for comparison purposes; and
6. Evidence of any required credentials.
7. The State Project Manager may request additional information concerning the proposed substitution.
8. The State Project Manager will notify the Contractor in writing of: (i) the receipt of the notice of substitution; or (ii) denial or contingent or temporary approval for a specified time limit, of the substitution.
9. No replacement of personnel shall be made by the Contractor without the written notice to the Department.

### Replacement Circumstances

1. Directed Personnel Replacement
2. The State Project Manager may direct the Contractor to replace any Contractor Personnel who, in the sole discretion of the State Project Manager, are perceived as being unqualified, non-productive, unable to fully perform the job duties, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law, Department 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**.
3. If deemed appropriate in the discretion of the State Project Manager, the State Project Manager 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 State Project Manager. If the State Project Manager rejects the Remediation Plan, the Contractor shall revise and resubmit the plan to the State Project Manager within five (5) days, or in the timeframe set forth by the State Project Manager in writing.
4. Should performance issues persist despite an approved Remediation Plan, the State Project Manager 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.
5. 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.
6. If the State Project Manager 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 State Project Manager deems it necessary and in the State’s best interests to remove the Contractor Personnel with less than fifteen (15) days’ notice, the State Project Manager may direct the removal in a timeframe of less than fifteen (15) days, including immediate removal.
7. 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.
8. Key Personnel Replacement
9. To replace any Key Personnel in a circumstance other than as described in **3.11.4.B**, including transfers and promotions, the Contractor shall submit a substitution notice as described in Section 3.11.3 to the State Project Manager at least fifteen (15) days prior to the intended date of change. A substitution may not occur unless and until the State Project Manager receives notice of the substitution in writing.
10. Key Personnel Replacement Due to Sudden Vacancy
11. 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)**.
12. 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.
13. Key Personnel Replacement Due to an Indeterminate Absence
14. 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 State Project Manager as required under **Section 3.11.3**.

### Substitution Prior to and Within 30 Days After Contract Execution

Prior to Contract execution or within thirty (30) days after Contract execution, the Offeror may not substitute proposed Key Personnel except under the following circumstances (a) for actual full-time personnel employed directly by the Offeror: 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 Offeror 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.

## Minority Business Enterprise (MBE) Reports (See Section 4.26)

 The Contractor shall:

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

## Veteran Small Business Enterprise (VSBE) Reports (See Section 4.27)

 The Contractor shall:

1. Submit the following reports by the 10th of the month following the reporting period to the State Project Manager and the Department VSBE representative:
2. VSBE Participation Prime Contractor Paid/Unpaid VSBE Invoice Report (**Attachment E-3**) listing any unpaid invoices, over 45 days old, received from any VSBE subcontractor, the amount of each invoice and the reason payment has not been made; and
3. **Attachment E-4**, the VSBE Participation Subcontractor Paid/Unpaid VSBE Invoice Report by the 10th of the month following the reporting period to the State Project Manager and the VSBE Liaison Officer.
4. Include in its agreements with its VSBE subcontractors a requirement that those subcontractors submit monthly by the 10th of the month following the reporting period to the State Project Manager and Department VSBE representative a report that identifies the prime contract and lists all payments received from Contractor in the preceding reporting period month, as well as any outstanding invoices, and the amount of those invoices (**Attachment E-4**).
5. Maintain such records as are necessary to confirm compliance with its VSBE participation obligations. These records must indicate the identity of VSBE and non-VSBE subcontractors employed on the contract, the type of work performed by each, and the actual dollar value of work performed. The subcontract agreement documenting the work performed by all VSBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.
6. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State’s representatives verifying compliance with the VSBE participation obligations. The Contractor must retain all records concerning VSBE participation and make them available for State inspection for three years after final completion of the Contract.
7. At the option of the Department, upon completion of the Contract and before final payment and release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from VSBE subcontractors.

## Work Orders

This section is inapplicable to this SON/RFP.

## Additional Clauses

### Purchasing and Recycling Electronic Products

This section does not apply to this solicitation.

### No-Cost Extensions

In accordance with 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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# Procurement Instructions

## Pre-Proposal Conference

A Pre-Proposal Conference (Conference) will be held at the date, time, and location indicated on the Key Information Summary Sheet.

Attendance at the Conference is not mandatory, but all interested parties are encouraged to attend in order to facilitate better preparation of their Proposals.

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** and **4.3**).

Those wishing to attend the web conference may request a meeting invitation by emailing Samuel Eduful at samuel.eduful@maryland.gov no later than 2:00 PM on 01/03/2022. An invitation e-mail is required for registration, and therefore attendance. Upon receipt of the email, the Procurement Officer will reply with a registration email with a link that may be used to register for the conference. Registration must be completed by 2:00 P.M. 01/03/2022.

## eMaryland Marketplace Advantage (eMMA)

eMMA is the electronic commerce system for the State of Maryland. The RFP, Conference summary and attendance sheet, Offerors’ questions and the Procurement Officer’s responses, addenda, and other solicitation-related information will be made available via eMMA.

### In order to receive a Contract award, a vendor must be registered on eMMA. Registration is free. Go to, click on “Register” to begin the process, and then follow the prompts. <https://procurement.maryland.gov/> and locate the link to Emma and follow the prompts.

## Questions

All questions, including concerns regarding any applicable MBE or VSBE participation goals, shall identify in the subject line the Solicitation Number and Title **(SSA/PRRCC-22-001-S – RESIDENTIAL CHILD CARE (RCC) PROGRAMS**), and shall be submitted in writing via e-mail to the Procurement Officer at least five (5) days prior to the Proposal due date. The Procurement Officer, based on the availability of time to research and communicate an answer, shall decide whether an answer can be given before the Proposal due date.

Answers to all questions that are not clearly specific only to the requestor will be distributed via the same mechanism as for RFP amendments, and posted on eMMA and the Department’s website.

The statements and interpretations contained in responses to any questions, whether responded to verbally or in writing, are not binding on the Department unless it issues an amendment in writing.

## Procurement Method

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

## Proposal Due (Closing) Date and Time

4.5.1 Proposals, in the number and form set forth in Section 5 Proposal Format, must be received by the Procurement Officer no later than the Proposal due date and time indicated on the Key Information Summary Sheet in order to be considered.

Technical Proposals will be accepted through the State’s eMMA e-Procurement system. Instructions on how to submit proposals electronically can be found at:

<https://procurement.maryland.gov/wp-content/uploads/sites/12/2021/01/5-eMMA-QRG-Responding-to-Solicitations-Double-EnvelopeRFP.pdf>

Financial Proposals will be accepted via eMMA and mail or hand-delivery to the Procurement Officer at the address on the key information sheet.

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

4.5.3 Offerors submitting Proposals should allow sufficient delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.03.02.F and 21.05.02.10, Proposals received after the due date and time listed in the Key Information Summary Sheet will not be considered.

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

4.5.5 Proposals will not be opened publicly.

4.5.6 Potential Offerors not responding to this solicitation are requested to submit the “Notice to Vendors” form, which includes company information and the reason for not responding (e.g., too busy, cannot meet mandatory requirements).

## Multiple or Alternate Proposals

Multiple or alternate Proposals will not be accepted.

## Economy of Preparation

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

## Public Information Act Notice

4.8.1 The Offeror should give specific attention to the clear identification of those portions of its Proposal that it considers confidential and/or proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Md. Code Ann., General Provisions Article, Title 4 (See also RFP **Section 5.3.2.B** “Claim of Confidentiality”). This information should be identified by page and section number and placed after the Title Page and before the Table of Contents in the Technical Proposal and if applicable, separately in the Financial Proposal.

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

## Award Basis

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

The Department intends to allocate beds to the highest ranked Offeror first based on the number of beds the Offeror requests, and then the second highest ranked Offeror with the process continuing until all required beds for that Program have been awarded. In making the awards, the Department will consider the number of beds needed at the time of award, which includes the gender and age of the child to be placed.

## Oral Presentation

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

## Duration of Proposal

### Proposals submitted in response to this SON/RFP are irrevocable for the latest of the following: 240 days following the Proposal due date and time, best and final offers if requested (see Section 6.5.2), or the date any protest concerning this SON/RFP is finally resolved. This period may be extended at the Procurement Officer’s request only with the Offeror’s written agreement.

## Revisions to the SON/RFP

4.12.1 If the RFP is revised before the due date for Proposals, the Department shall post any addenda to the RFP on eMMA and shall endeavor to provide such addenda to all prospective Offerors that were sent this SON/RFP or are otherwise known by the Procurement Officer to have obtained this SON/RFP. It remains the responsibility of all prospective Offerors to check eMMA for any addenda issued prior to the submission of Proposals.

4.12.2 Acknowledgment of the receipt of all addenda to this SON/RFP issued before the Proposal due date shall be included in the Transmittal Letter accompanying the Offeror’s Technical Proposal.

4.12.3 Addenda made after the due date for Proposals will be sent only to those Offerors that remain under award consideration as of the issuance date of the addenda.

4.12.4 Acknowledgement of the receipt of addenda to the SON/RFP issued after the Proposal due date shall be in the manner specified in the addendum notice.

4.12.5 Failure to acknowledge receipt of an addendum does not relieve the Offeror from complying with the terms, additions, deletions, or corrections set forth in the addendum, and may cause the Proposal to be deemed not reasonably susceptible of being selected for award.

## Cancellations

The State reserves the right to cancel this SON/RFP, accept or reject any and all Proposals, in whole or in part, received in response to this SON/RFP, waive or permit the cure of minor irregularities, and conduct discussions with all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of the State.

The State reserves the right, in its sole discretion, to award a Contract based upon the written Proposals received without discussions or negotiations.

In the event a government entity proposes and receives the recommendation for award, the procurement may be cancelled and the award processed in accordance with COMAR 21.01.03.01.A(4).

## Incurred Expenses

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

## 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).

## Offeror Responsibilities

Offerors must be able to provide all goods and services and meet all of the requirements requested in this solicitation and the successful Offeror shall be responsible for Contract performance including any subcontractor participation.

All subcontractors shall be identified and a complete description of their role relative to the Proposal shall be included in the Offeror’s Proposal. If applicable, subcontractors utilized in meeting the established MBE or VSBE participation goal(s) for this solicitation shall be identified as provided in the appropriate Attachment(s) to this RFP (see Section 4.26 “Minority Participation Goal” and Section 4.27 “VSBE Goal”).

If the Offeror is the subsidiary of another entity, all information submitted by the Offeror, including but not limited to references, financial reports, or experience and documentation (e.g. insurance policies, bonds, letters of credit) used to meet minimum qualifications, if any, shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror’s Proposal 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.

A parental guarantee of the performance of the Offeror under this Section will not automatically result in crediting the Offeror with the experience or qualifications of the parent under any evaluation criteria pertaining to the actual Offeror’s experience and qualifications. Instead, the Offeror will be evaluated on the extent to which the State determines that the experience and qualifications of the parent are applicable to and shared with the Offeror, 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.

## Acceptance of Terms and Conditions

By submitting a Proposal in response to this SON/RFP, the Offeror, if selected for award, shall be deemed to have accepted the terms and conditions of this SON/RFP and the Contract, attached hereto as **Attachment** **M**. Any exceptions to this SON/RFP or the Contract shall be clearly identified in the Executive Summary of the Technical Proposal. **All exceptions will be taken into consideration when evaluating the Offeror’s Proposal. The Department reserves the right to accept or reject any exceptions.**

## Proposal Affidavit

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

## Contract Affidavit

All Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Offeror will be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes as **Attachment** **N** of this SON/RFP. 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.

## Compliance with Laws/Arrearages

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

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

## Verification of Registration and Tax Payment

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

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

## False Statements

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

 provides as follows:

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

1. Falsify, conceal, or suppress a material fact by any scheme or device.
2. Make a false or fraudulent statement or representation of a material fact.
3. Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.

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

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.

## Payments by Electronic Funds Transfer

By submitting a Proposal in response to this solicitation, the Offeror, if selected for award:

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 Offeror shall register using the COT/GAD X-10 EFT Registration Request Form.

Any request for exemption must be submitted to the State Comptroller’s Office for approval at the address specified on the COT/GAD X-10 form, must include the business identification information as stated on the form, and must include the reason for the exemption. The COT/GAD X-10 form may be downloaded from the Comptroller’s website at: http://comptroller.marylandtaxes.com/Vendor\_Services/Accounting\_Information/Static\_Files/GADX10Form20150615.pdf.

## 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**), should an MBE goal apply to this RFP. Additional information is available on GOSBA’s website at: http://www.gomdsmallbiz.maryland.gov/documents/legislation/promptpaymentfaqs.pdf.

## Electronic Procurements Authorized

Under COMAR 21.03.05, unless otherwise prohibited by law, the Department may conduct procurement transactions by electronic means, including the solicitation, proposing, award, execution, and administration of a contract, as provided in Md. Code Ann., Maryland Uniform Electronic Transactions Act, Commercial Law Article, Title 21.

Participation in the solicitation process on a procurement contract for which electronic means has been authorized shall constitute consent by the Offeror to conduct by electronic means all elements of the procurement of that Contract which are specifically authorized under the solicitation or Contract. In the case of electronic transactions authorized by this RFP, electronic records and signatures by an authorized representative satisfy a requirement for written submission and signatures.

“Electronic means” refers to exchanges or communications using electronic, digital, magnetic, wireless, optical, electromagnetic, or other means of electronically conducting transactions. Electronic means includes facsimile, e-mail, internet-based communications, electronic funds transfer, specific electronic bidding platforms (e.g., [https://procurement.maryland.gov](http://links.govdelivery.com/track?type=click&enid=ZWFzPTEmbWFpbGluZ2lkPTIwMTkwNzE4LjgyMjA3NjEmbWVzc2FnZWlkPU1EQi1QUkQtQlVMLTIwMTkwNzE4LjgyMjA3NjEmZGF0YWJhc2VpZD0xMDAxJnNlcmlhbD0xNzQ5NTg3MSZlbWFpbGlkPXNhbmcua2FuZ0BtYXJ5bGFuZC5nb3YmdXNlcmlkPXNhbmcua2FuZ0BtYXJ5bGFuZC5nb3YmZmw9JmV4dHJhPU11bHRpdmFyaWF0ZUlkPSYmJg==&&&101&&&https://procurement.maryland.gov)), and electronic data interchange.

In addition to specific electronic transactions specifically authorized in other sections of this solicitation (e.g., RFP § 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:

1. The Procurement Officer may conduct the procurement using eMMA, e-mail, or facsimile to issue:
2. The RFP;
3. Any amendments and requests for best and final offers;
4. Pre-Proposal conference documents;
5. Questions and responses;
6. Communications regarding the solicitation or Proposal to any Offeror or potential Offeror;
7. Notices of award selection or non-selection; and
8. The Procurement Officer’s decision on any Proposal protest or Contract claim.
9. The Offeror or potential Offeror may use e-mail to:
10. Ask questions regarding the solicitation;
11. Reply to any material received from the Procurement Officer by electronic means that includes a Procurement Officer’s request or direction to reply by e-mail or facsimile, but only on the terms specifically approved and directed by the Procurement Officer; and
12. Submit a "No Proposal Response" to the RFP.
13. The Procurement Officer, the State Project Manager, and the Contractor may conduct day-to-day Contract administration, except as outlined in **Section 4.25.5** of this subsection, utilizing e-mail, facsimile, or other electronic means if authorized by the Procurement Officer or State Project Manager.

### The following transactions related to this procurement and any Contract awarded pursuant to it are not authorized to be conducted by electronic means:

1. Filing of protests;
2. Filing of Contract claims;
3. Submission of documents determined by the Department to require original signatures (e.g., Contract execution, Contract modifications); or
4. Any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the Contractor or Offeror be provided in writing or hard copy.

### Any facsimile or e-mail transmission is only authorized to the facsimile numbers or e-mail addresses for the identified person as provided in the solicitation, the Contract, or in the direction from the Procurement Officer or State Project Manager.

## MBE Participation Goal

### Establishment of Goal and Subgoals

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

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

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

**An Offeror that does not commit to meeting the entire MBE participation goal outlined in this Section 4.26 must submit a request for waiver with its proposal submission that is supported by good faith efforts documentation to meet the MBE goal made prior to submission of its proposal as outlined in Attachment D-1B, Waiver Guidance. Failure of an Offeror to properly complete, sign, and submit Attachment D-1A at the time it submits its Technical Response(s) to the RFP will result in the State’s rejection of the Offeror’s Proposal for the applicable Service Category. This failure is not curable.**

Attachments.

1. D-1 to D-5 – The following Minority Business Enterprise participation instructions, and forms are provided to assist Offerors:

Attachment D-1A MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule (must be submitted with Proposal)

Attachment D-1B Waiver Guidance

Attachment D-1C Good Faith Efforts Documentation to Support Waiver Request

Attachment D-2 Outreach Efforts Compliance Statement

Attachment D-3A MBE Subcontractor Project Participation Certification

Attachment D-3B MBE Prime Project Participation Certification

Attachment D-4A Prime Contractor Paid/Unpaid MBE Invoice Report

Attachment D-4B MBE Prime Contractor Report

Attachment D-5 Subcontractor Paid/Unpaid MBE Invoice Report

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

**An Offeror must properly complete and submit a separate Attachment D-1A, MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule, for EACH Program Category for which it is submitting a Proposal. If an Offeror is submitting a Proposal for each of the eight (8) Program Categories, the Offeror must submit eight (8) separate Attachment D-1As, one for each of the eight (8) Service Categories.**

***If the Offeror fails to submit a completed Attachment D-1A with the Proposal as required, the Procurement Officer shall determine that the Proposal is not reasonably susceptible of being selected for award.***

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

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

1. Outreach Efforts Compliance Statement (**Attachment D-2**);
2. MBE Subcontractor/Prime Project Participation Certification (**Attachment D-3A/3B**); and
3. Any other documentation required by the Procurement Officer to ascertain Offeror responsibility in connection with the certified MBE subcontractor participation goal or any applicable subgoals.
4. Further, if the recommended awardee believes a waiver (in whole or in part) of the overall MBE goal or of any applicable subgoal is necessary, the recommended awardee must submit a fully-documented waiver request that complies with COMAR 21.11.03.11.

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

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

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

All documents, including the MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule (**Attachment D-1A**), completed and submitted by the Offeror in connection with its certified MBE participation commitment shall be considered a part of the Contract and are hereby expressly incorporated into the Contract by reference thereto. All of the referenced documents will be considered a part of the Proposal for order of precedence purposes (see Contract – **Attachment M**, **Section 2.1**).

The Offeror is advised that liquidated damages will apply in the event the Contractor fails to comply in good faith with the requirements of the MBE program and pertinent Contract provisions. (See Contract – **Attachment M**, **Liquidated Damages for MBE,** **section** **39**.

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

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

As set forth in COMAR 21.11.03.12-1, once the Contract work begins, the work performed by a certified MBE firm, including an MBE prime, can only be counted towards the MBE participation goal(s) if the MBE firm is performing a commercially useful function on the Contract. Refer to MBE forms (**Attachment D**) for additional information.

## VSBE Goal

### Purpose

1. The Contractor shall structure its procedures for the performance of the work required in the Contract to attempt to achieve the VSBE participation goal stated in this solicitation. VSBE performance must be in accordance with this section and **Attachment** **E**, as authorized by COMAR 21.11.13. The Contractor agrees to exercise all good faith efforts to carry out the requirements set forth in this section and **Attachment** **E**.
2. Veteran-Owned Small Business Enterprises must be verified by the Office of Small and Disadvantaged Business Utilization (OSDBU) of the United States Department of Veterans Affairs. The listing of verified VSBEs may be found at <http://www.va.gov/osdbu>.

### VSBE Goal

1. A VSBE participation goal of the total Contract dollar amount has been established for this procurement as identified in the Key Information Summary Sheet.
2. By submitting a response to this solicitation, the Offeror agrees that this percentage of the total dollar amount of the Contract will be performed by verified veteran-owned small business enterprises.

### Solicitation and Contract Formation

1. In accordance with COMAR 21.11.13.05 C (1), this solicitation requires Offerors to:
2. Identify specific work categories within the scope of the procurement appropriate for subcontracting;
3. Solicit VSBEs before Proposals are due, describing the identified work categories and providing instructions on how to bid on the subcontracts;
4. Attempt to make personal contact with the VSBEs solicited and to document these attempts;
5. Assist VSBEs to fulfill, or to seek waiver of, bonding requirements; and
6. Attempt to attend pre-proposal or other meetings the procurement agency schedules to publicize contracting opportunities to VSBEs.
7. The Offeror must include with its Proposal a completed VSBE Utilization Affidavit and Prime/Subcontractor Participation Schedule (**Attachment E-1**) whereby the Offeror:
8. Acknowledges it: a) intends to meet the VSBE participation goal; or b) requests a full or partial waiver of the VSBE participation goal. If the Offeror commits to the full VSBE goal or requests a partial waiver, it shall commit to making a good faith effort to achieve the stated goal; and
9. Responds to the expected degree of VSBE participation as stated in the solicitation, by identifying the specific commitment of VSBEs at the time of Proposal submission. The Offeror shall specify the percentage of contract value associated with each VSBE prime/subcontractor identified on the VSBE Participation Schedule.

**An Offeror must properly complete and submit a separate Attachment E-1, VSBE Utilization Affidavit and Prime/Subcontractor Participation Schedule, for EACH Program Category for which it is submitting a Proposal. If an Offeror is submitting a Proposal for each of the 8 Program Categories, the Offeror must submit 8 separate Attachment E-1s, one for each of the 8 Program Categories.**

1. As set forth in COMAR 21.11.13.05.B(2), when a verified VSBE firm participates on a Contract as a Prime Contractor, a procurement agency may count the distinct, clearly defined portion of the work of the contract that the VSBE Prime Contractor performs with its own work force towards meeting up to one hundred percent (100%) of the VSBE goal.
2. In order to receive credit for self-performance, a VSBE Prime must list its firm in the VSBE Prime/Subcontractor Participation Schedule (**Attachment E-1**) and include information regarding the work it will self-perform. For any remaining portion of the VSBE goal that is not to be performed by the VSBE Prime, the VSBE Prime must also identify verified VSBE subcontractors used to meet the remainder of the goal.
3. Within 10 Business Days from notification that it is the apparent awardee, the awardee must provide the following documentation to the Procurement Officer:
4. VSBE Project Participation Statement (**Attachment E-2**);
5. If the apparent awardee believes a full or partial waiver of the overall VSBE goal is necessary, it must submit a fully-documented waiver request that complies with COMAR 21.11.13.07; and
6. Any other documentation required by the Procurement Officer to ascertain Offeror responsibility in connection with the VSBE participation goal.

If the apparent awardee fails to return each completed document within the required time, the Procurement Officer may determine that the apparent awardee is not reasonably susceptible of being selected for award.

## Living Wage Requirements

1. Maryland law requires that contractors meeting certain conditions pay a living wage to covered employees on State service contracts over $100,000. Maryland Code 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.

### 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.

### Additional information regarding the State’s living wage requirement is contained in Attachment F. Offerors must complete and submit the Maryland Living Wage Requirements Affidavit of Agreement (Attachment F-1) with their Proposals. If the Offeror fails to complete and submit the required documentation, the State may determine the Offeror to not be responsible under State law.

### 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 Offeror must identify in its Proposal the location(s) from which services will be provided, including the location(s) from which 50% or more of the Contract services will be provided.
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.

###  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.

###  The Offeror shall identify in the Proposal the location from which services will be provided.

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

## Federal Funding Acknowledgement

### There are programmatic conditions that apply to the Contract due to federal funding (see Attachment G).

The total amount of federal funds allocated for the Social Services Administration is $52,421,805 in Maryland State fiscal year 2019. This represents 20% of all funds budgeted for the unit in that fiscal year. This does not necessarily represent the amount of funding available for any particular grant, contract, or solicitation.

The Contract contains federal funds. The source of these federal funds is: Title IV-E. The **CFDA number is: 93.658.** The conditions that apply to all federal funds awarded by the Department are contained in Federal Funds **Attachment G**. Any additional conditions that apply to this particular federally-funded contract are contained as supplements to Federal Funds **Attachment G** and Offerors are to complete and submit these Attachments with their Proposals as instructed in the Attachments. Acceptance of this agreement indicates the Offeror’s intent to comply with all conditions, which are part of the Contract.

## Conflict of Interest Affidavit and Disclosure

The Offeror shall complete and sign the Conflict of Interest Affidavit and Disclosure (**Attachment H**) and submit it with its Proposal.

By submitting a Conflict of Interest Affidavit and Disclosure, the Contractor shall be construed as certifying all Contractor Personnel and subcontractors do not have a conflict of interest as defined in COMAR 21.05.08.08A.

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.

Participation in Drafting of Specifications: Disqualifying Event: Offerors 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 Offeror submitting a Proposal in violation of this provision shall be classified as “not responsible.” See COMAR 21.05.03.03.

## Non-Disclosure Agreement

Non-Disclosure Agreement (Offeror)

A Non- Disclosure Agreement (Offeror) is not required for this solicitation.

Non-Disclosure Agreement (Contractor)

All Offerors 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 Proposal.

## HIPAA - Business Associate Agreement

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

## Nonvisual Access

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

## Mercury and Products That Contain Mercury

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

##  Location of the Performance of Services Disclosure

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

## Department of Human Services (DHS) Hiring Agreement

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

## Small Business Reserve (SBR) Procurement

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

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# Proposal Format

## Two Part Submission

Offerors shall submit Proposals in separate volumes:

* + Volume I –Technical Proposal
	+ Volume II – Financial Proposal

### For Offerors Proposing to Serve a Single Program Category

Offerors proposing to serve a single program category shall submit one (1) Proposal for that RCC Program category. Offerors must identify the specific site location, number of beds, gender and age of the children to be served using the **RCC Program Service Form (Attachment P)**. **A separate RCC Program Service Form must be submitted for each site location, if applicable.**

### For Offerors Proposing to Serve Multiple Program Categories

Offerors proposing to serve both RCC Program categories shall submit a separate Proposal for each RCC Program category. Offerors must identify the specific site location, number of beds, gender and age of the children to be served using the **RCC Program Service Form (Attachment P)**. A separate RCC Program Service Form must be submitted for each Program and site location within each Program.

## Proposal Delivery and Packaging

Proposals (Technical or Financial) delivered by facsimile and e-mail shall *not* be considered. Proposals must be submitted by electronic means and will be accepted through the State’s eMMA e-Procurement system and as provided herein. Instructions on how to submit proposals electronically through eMMA can be found at:

<https://procurement.maryland.gov/wp-content/uploads/sites/12/2021/01/5-eMMA-QRG-Responding-to-Solicitations-Double-EnvelopeRFP.pdf>

**For new programs Attachment B-1 must be uploaded into the State’s eMMA e-Procurement system and the CD or DVD hand-delivered or mailed to the Procurement Officer at the address on the Key Information Sheet.**

Provide no pricing information in the Technical Proposal. Provide no pricing information on the media submitted in the Technical Proposal.

1. Any Proposal received electronically for the respective procuring unit by the time and date listed in the RFP will be deemed to be timely.
2. The Procurement Officer must receive all Proposal material by the RFP due date and time specified in the Key Information Summary Sheet. Requests for extension of this date or time will not be granted. Except as provided in COMAR 21.05.03.02F, Proposals received by the Procurement Officer after the due date will not be considered.
3. Offerors shall provide their Proposals, identified as follows:
4. Volume I - Technical Proposal consisting of:
	1. One (1) original executed Technical Proposal and all supporting material marked;
	2. the Technical Proposal in searchable Adobe PDF format; and
	3. a second searchable Adobe PDF copy of the Technical Proposal with confidential and proprietary information redacted (see **Section** **4.8**).
5. Volume II - Financial Proposal consisting of:
	1. one (1) original executed Financial Proposal signed and dated and all supporting material marked; and
	2. **for New Programs, an electronic version on CD or DVD of the Financial Proposal in Microsoft Excel 2007 format must be enclosed with the original Financial Proposal submission as required by the IRC/MSDE and shall be submitted via hand-delivery or mail to the Procurement Officer at the address on the Key Information Sheet.**
	3. Financial Proposals shall be sealed and include a label bearing:

1) RFP title and number

2) Name, address, telephone number, and email of the Offeror (if hand-delivered)

3) Closing date and time for receipt of Proposals (if hand-delivered)

4) Program Category and Jurisdiction to be served.

d) Label each electronic media (CD or DVD) on the outside with the RFP title and number, name of the Offeror, Program Category and Jurisdiction to be served. Electronic media must be packaged with the original copy of the appropriate Financial Proposals

## Volume I - Technical Proposal

**NOTE:** Omit all **pricing information** from the Technical Proposal (Volume I). Include pricing information only in the Financial Proposal (Volume II).

In addition to the instructions below, responses in the Offeror’s Technical Proposal shall reference the organization and numbering of Sections in the RFP (e.g., “Section 2.2.1 Response . . .; “Section 2.2.2 Response . . .,”). **All pages of the Proposal shall be consecutively numbered from beginning (Page 1) to end (Page “x”).**

The Technical Proposal shall include the following documents and information in the order specified as follows. Each section of the Technical Proposal shall be separated by a TAB as detailed below:

1. Title Page and Table of Contents (Submit under TAB A)

The Technical Proposal should begin with a Title Page bearing the name and address of the Offeror and the name and number of this RFP. A Table of Contents shall follow the Title Page for the Technical Proposal, organized by section, subsection, and page number.

1. Claim of Confidentiality (If applicable, submit under TAB A-1)

Any information that is claimed to be confidential and/or proprietary information should be identified by page and section number and placed after the Title Page and before the Table of Contents in the Technical Proposal, and if applicable, separately in the Financial Proposal. An explanation for each claim of confidentiality shall be included (see **Section 4.8 “Public Information Act Notice”**). The entire Proposal cannot be given a blanket confidentiality designation - any confidentiality designation must apply to specific sections, pages, or portions of pages of the Proposal and an explanation for each claim shall be included.

1. Offeror Information Sheet and Transmittal Letter (Submit under TAB B)

The Offeror Information Sheet (see **Appendix 2**) and a Transmittal Letter shall accompany the Technical Proposal. The purpose of the Transmittal Letter is to transmit the Proposal and acknowledge the receipt of any addenda to this RFP issued before the Proposal due date and time. Transmittal Letters should be brief and be signed by an individual who is authorized to commit the Offeror to its Proposal and the requirements as stated in this RFP.

1. Executive Summary (Submit under TAB C)

The Offeror shall condense and highlight the contents of the Technical Proposal in a separate section titled “Executive Summary.”

**The Summary shall identify the Service Category(ies) for which the Offeror is proposing to provide services.**

In addition, the Summary shall indicate whether the Offeror is the subsidiary of another entity; and if so, whether all information submitted by the Offeror pertains exclusively to the Offeror. If not, the subsidiary Offeror shall include a guarantee of performance from its parent organization as part of its Executive Summary (see **Section 4.16 “Offeror Responsibilities”**).

The Executive Summary shall also identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract (**Attachment M**), or any other exhibits or attachments. Acceptance or rejection of exceptions is within the sole discretion of the State. **Exceptions to terms and conditions, including requirements, may result in having the Proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award.**

1. Minimum Qualifications Documentation (If applicable, Submit under TAB D)

The Offeror shall submit any Minimum Qualifications documentation that may be required, as set forth in RFP **Section 1**.

1. Offeror Technical Response to RFP Requirements and Proposed Work Plan (Submit under TAB E)
2. The Offeror shall address each RFP requirement (RFP **Section 2** and **Section 3**) in its Technical Proposal with a cross reference to the requirement and describe how its proposed goods and services, including the goods and services of any proposed subcontractor(s), will meet or exceed the requirement(s). The Proposal shall describe the overall management concepts employed by the Offeror, including project control mechanisms and overall timelines. Project deadlines considered contract deliverables must be recognized. If the State is seeking Offeror agreement to any requirement(s), the Offeror shall state its agreement or disagreement.
3. Any paragraph in the Technical Proposal that responds to an RFP requirement shall include an explanation of how the work will be performed.
4. The Offeror shall identify the location(s) from which it proposes to provide services, including, if applicable, any current facilities that it operates, and any required construction to satisfy the State’s requirements as outlined in this RFP.
5. The Offeror shall describe its plan for easing any transition for youth from a former Provider to the Offeror and from the Offeror to another Provider.
6. The Offeror shall provide a draft Problem Escalation Procedure (PEP) that includes, at a minimum, titles of individuals to be contacted by the State Project Manager should problems arise under the Contract and explains how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. Final procedures shall be submitted as indicated in **Section 3.8**.
7. **Non-Compete Clause Prohibition**:

 The Department seeks to maximize the retention of personnel working under the Contract whenever there is a transition of the Contract from one contractor to another so as to minimize disruption due to a change in contractor and maximize the maintenance of institutional knowledge accumulated by such personnel. To help achieve this objective of staff retention, each Offeror shall agree that if awarded the Contract, the Offeror’s employees and agents filling the positions set forth in the staffing requirements of Section 3.10 working on the State contract shall be free to work for the contractor awarded the State contract notwithstanding any non-compete clauses to which the employee(s) may be subject. The Offeror agrees not to enforce any non-compete restrictions against the State with regard to these employees and agents if a different vendor succeeds it in the performance of the Contract. To evidence compliance with this non-compete clause prohibition, each Offeror must include an affirmative statement in its Technical Proposal that the Offeror, if awarded a Contract, agrees that its employees and agents shall not be restricted from working with or for any successor contractor that is awarded the State business.

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

As part of the evaluation of the Proposal for this RFP, Offerors shall propose a Certified Program Administrator for each of its Programs as a Key Personnel. **For QRTP providers**, Offerors shall propose their registered or licensed nursing and clinical staff who provide care within the scope of their practice as Key Personnel. Offerors shall include certifications of licensed nursing and clinical staff within the Staffing Plan.

Offerors shall also describe in a Staffing Plan how additional resources shall be acquired to meet the needs of the Department.

The Offeror shall identify the qualifications and types of staff proposed to be utilized under the Contract including information in support of the Key Personnel Experience criteria in **Section 3.10.3.** All other planned positions (i.e. Contractor’s Project Manager, RCYCP’s) shall be described generally in the Staffing Plan. Offerors should include certifications for RCYCP’s within the Staffing Plan. Specifically, the Offeror shall:

1. Describe in detail how the proposed staff’s experience and qualifications relate to their specific responsibilities, including any staff of proposed subcontractor(s), as detailed in the Work Plan.
2. Include individual resumes for Key Personnel, including Key Personnel for any proposed subcontractor(s), who are to be assigned to the project if the Offeror is awarded the Contract. Each resume should include the amount of experience the individual has had relative to the Scope of Work set forth in this solicitation.
3. Include three (3) references for Key Personnel that can attest to the Offeror’s required years of experience.
4. Include letters of intended commitment to work on the project, including letters from any proposed subcontractor(s). Offerors should be aware of restrictions on substitution of Key Personnel prior to RFP award (see Substitution Prior to and Within 30 Days after Contract Execution in Section 3.11.5).
5. Provide an Organizational Chart outlining Personnel and their related duties. The Offeror shall include job titles and the percentage of time each individual will spend on his/her assigned tasks. Offerors using job titles other than those commonly used by industry standards must provide a crosswalk reference document.
6. If proposing differing personnel work hours than identified in the RFP, describe how and why it proposes differing personnel work hours.
7. Offeror Qualifications and Capabilities (Submit under TAB G)

The Offeror shall include information on past experience with similar projects and services. The Offeror shall describe how its organization can meet the requirements of this RFP and shall also include the following information:

1. The number of years the Offeror has provided the similar goods and services;
2. The number of clients/customers and geographic locations that the Offeror currently serves;
3. The names and titles of headquarters or regional management personnel who may be involved with supervising the services to be performed under the Contract;
4. The Offeror’s process for resolving billing errors; and
5. An organizational chart that identifies the complete structure of the Offeror including any parent company, headquarters, regional offices, and subsidiaries of the Offeror, if applicable.
6. References (Submit under TAB H)

At least three (3) reference letters are requested from customers who are capable of documenting the Offeror’s ability to provide the goods and services specified in this RFP. References used to meet any Minimum Qualifications (see RFP **Section 1**) may be used to meet this request. Each reference letter shall be from a client for whom the Offeror has provided goods and services and shall include the following information:

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

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

1. List of Current or Prior State Contracts (Submit under TAB I)

Provide a list of all contracts with any entity of the State of Maryland for which the Offeror is currently performing goods and services or for which services have been completed within the last five (5) years. For each identified contract, the Offeror 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 Offeror’s level of performance on State contracts will be used by the Procurement Officer to determine the responsibility of the Offeror and considered as part of the experience and past performance evaluation criteria of the RFP.

1. Financial Capability (Submit under TAB J)

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

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

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.
6. Certificate of Insurance (Submit under TAB K)

The Offeror shall provide a copy of its current certificate of insurance showing the types and limits of insurance in effect as of the Proposal submission date. The current insurance types and limits do not have to be the same as described in **Section 3.6**. See **Section 3.6** for the required insurance certificate submission for the apparent awardee.

1. Subcontractors (Submit under TAB L)

The Offeror shall provide a complete list of all subcontractors that will work on the Contract if the Offeror receives an award, including those utilized in meeting the MBE and VSBE subcontracting goal(s), if applicable. This list shall include a full description of the duties each subcontractor will perform and why/how each subcontractor was deemed the most qualified for this project. If applicable, subcontractors utilized in meeting the established MBE or VSBE participation goal(s) for this solicitation shall be identified as provided in the appropriate attachment(s) of this RFP.

1. Legal Action Summary (Submit under TAB M)

 This summary shall include:

1. A statement as to whether there are any outstanding legal actions or potential claims against the Offeror and a brief description of any action;
2. A brief description of any settled or closed legal actions or claims against the Offeror over the past five (5) years;
3. A description of any judgments against the Offeror 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 Offeror has been directed not to disclose information by the court, provide the name of the judge and location of the court.
5. Economic Benefit Factors (Submit under TAB N)
6. The Offeror shall submit with its Proposal a narrative describing benefits that will accrue to the Maryland economy as a direct or indirect result of its performance of the Contract. Proposals will be evaluated to assess the benefit to Maryland’s economy specifically offered. See COMAR 21.05.03.03A (3).
7. Proposals that identify specific benefits as being contractually enforceable commitments will be rated more favorably than Proposals that do not identify specific benefits as contractual commitments, all other factors being equal.
8. Offerors shall identify any performance guarantees that will be enforceable by the State if the full level of promised benefit is not achieved during the Contract term.
9. As applicable, for the full duration of the Contract, including any renewal period, or until the commitment is satisfied, the Contractor shall provide to the Procurement Officer or other designated agency personnel reports of the actual attainment of each benefit listed in response to this section. These benefit attainment reports shall be provided quarterly, unless elsewhere in these specifications a different reporting frequency is stated.
10. In responding to this section, the following do not generally constitute economic benefits to be derived from the Contract:
11. generic statements that the State will benefit from the Offeror’s superior performance under the Contract;
12. descriptions of the number of Offeror employees located in Maryland other than those that will be performing work under the Contract; or
13. tax revenues from Maryland-based employees or locations, other than those that will be performing, or used to perform, work under the Contract.
14. Discussion of Maryland-based employees or locations may be appropriate if the Offeror makes some projection or guarantee of increased or retained presence based upon being awarded the Contract.
15. Examples of economic benefits to be derived from a contract may include any of the following. For each factor identified below, identify the specific benefit and contractual commitments and provide a breakdown of expenditures in that category:
16. The Contract dollars to be recycled into Maryland’s economy in support of the Contract, through the use of Maryland subcontractors, suppliers and joint venture partners. **Do not include actual fees or rates paid to subcontractors or information from your Financial Proposal;**
17. The number and types of jobs for Maryland residents resulting from the Contract. Indicate job classifications, number of employees in each classification and the aggregate payroll to which the Offeror has committed, including contractual commitments at both prime and, if applicable, subcontract levels; and whether Maryland employees working at least 30 hours per week and are employed at least 120 days during a 12-month period will receive paid leave. If no new positions or subcontracts are anticipated as a result of the Contract, so state explicitly;
18. Tax revenues to be generated for Maryland and its political subdivisions as a result of the Contract. Indicate tax category (sales taxes, payroll taxes, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the Contract;
19. Subcontract dollars committed to Maryland small businesses and MBEs; and
20. Other benefits to the Maryland economy which the Offeror promises will result from awarding the Contract to the Offeror, including contractual commitments. Describe the benefit, its value to the Maryland economy, and how it will result from, or because of the Contract award. Offerors may commit to benefits that are not directly attributable to the Contract, but for which the Contract award may serve as a catalyst or impetus.
21. Technical Proposal - Required Forms and Certifications (Submit under TAB O)
22. All forms required for the Technical Proposal are identified in Table 1 of **Section 7** – RFP Attachments and Appendices. Unless directed otherwise by instructions within an individual form, complete, sign, and include all required forms in the Technical Proposal, under TAB O.
23. Offerors shall furnish any and all agreements and terms and conditions the Offeror expects the State to sign or to be subject to in connection with or in order to use the Offeror’s services under this Contract. This includes physical copies of all agreements referenced and incorporated in primary documents, including but not limited to any software licensing agreement for any software proposed to be licensed to the State under this Contract (e.g., EULA, Enterprise License Agreements, Professional Service agreement, Master Agreement) and any AUP. The State does not agree to terms and conditions not provided in an Offeror’s Technical Proposal and no action of the State, including but not limited to the use of any such software, shall be deemed to constitute acceptance of any such terms and conditions. Failure to comply with this section renders any such agreement unenforceable against the State.
24. For each service, hardware or software proposed as furnished by a third-party entity, Offeror must identify the third-party provider and provide a letter of authorization or such other documentation demonstrating the authorization for such services. In the case of an open source license, authorization for the open source shall demonstrate compliance with the open source license.
25. A Letter of Authorization shall be on letterhead or through the provider’s e-mail. Further, each Letter of Authorization shall be less than twelve (12) months old and must provide the following information:
* Third-party POC name and alternate for verification
* Third-party POC mailing address
* Third-party POC telephone number
* Third-party POC email address
* If available, a Re-Seller Identifier

## Volume II – Financial Proposal

The Financial Proposal shall contain all price information in the format specified below or in **Attachment** **B and B-1**.

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

**If the Offeror’s 2022 budget was approved by the IRC/MSDE by the time of Proposal submission, the Offeror need only submit the IRC/MSDE 2022 approved Rate Letter(s) via eMMA.**

For Offeror’s proposing to serve a New Program (see Appendix 1, #QQ for the definition of a “New Program”)

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

All Offerors submitting Proposals for “New Programs” shall hand-deliver or mail to the Procurement Officer CD or DVD of the Financial Proposal. All Financial Proposals submitted to the Procurement Officer for new Programs will be delivered by DHS to the IRC/MSDE Division of Special Education - Early Intervention Services Nonpublic Section, whichever is applicable. Offerors proposing new Programs do not need to forward Financial Proposals directly to the IRC/MSDE.

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

BUDGET APPLICATION FOR IRC/MSDE APPROVAL:

**Attachment B**

**Please use the FY2022 Budget Forms on the Inter-Agency Rates Committee website -** [**http://marylandpublicschools.org/programs/Pages/Special-Education/IRC/Forms.aspx**](http://marylandpublicschools.org/programs/Pages/Special-Education/IRC/Forms.aspx)**?**

**and/or**

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

**Attachment B-1**

 **Please use the Budget Forms on the Maryland State Department of Education website –**

<http://archives.marylandpublicschools.org/S/IRC2022/FY2022-Budget-Workbook-Forms-Template.xlsx>

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

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# Evaluation and Selection Process

## Evaluation Committee

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

During the evaluation process, the Procurement Officer may determine at any time that a particular Offeror is not susceptible for award.

## Technical Proposal Evaluation Criteria

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

Offerors who have been certified as QRTP providers under the FFPSA.

Offeror’s Technical Response to Requirements and Work Plan (See RFP **§ 5.3.2.F**)

The State prefers the Offeror’s Technical Proposal to illustrate a comprehensive understanding of work requirements and mastery of the subject matter, including an explanation of how the work will be performed. Proposals which include limited responses to work requirements such as “concur” or “will comply” will receive a lower ranking than those Proposals that demonstrate an understanding of the work requirements and include plans to meet or exceed them. **The State will pay close attention to how the Offeror plans to meet the requirements and how Offeror proposes to align its services with the Department’s initiatives. The following sub-criteria will be considered:**

1. Methodology used to meet the General Requirements outlined in RFP § 2.3.1 – 2.3.20 as listed below and Specific Requirements outlined in RFP § 2.3.21 and 2.3.22 based on the Offeror’s RCC Program category (ies):
2. Staffing (RFP § 2.3.2)
3. Intake/Admission (RFP § 2.3.5)
4. Case Planning (RFP §2.3.8)
5. Visitation and Transportation (RFP § 2.3.9)
6. Normal Daily Routines (RFP §2.3.13)
7. Education (RFP § 2.3.15)
8. Discharge (RFP § 2.3.18)
9. How the proposed services align with the Proposed LOIs (RFP §2.3.22)
10. How the proposed services align with Department’s Ready By 21 initiative (See RFP § 2.3.17)
11. Methodology used to implement services and programs that assist children at developing the necessary age appropriate skills as outlined in SSA policies.
12. How the proposed services align with the Department’s IPM (See RFP § 2.3.7)
13. Methodology used to demonstrate that the Offeror’s organization has implemented a family centered child focus model, including maintenance of community connections as described in Section 2.3.14 – Community Integration.

Experience and Qualifications of Proposed Staff (See RFP **§** 5.3.2.G)

Offeror Qualifications and Capabilities, including proposed subcontractors (See RFP § 5.3.2.H)

Economic Benefit to State of Maryland (See RFP § 5.3.2.O)

## Financial Proposal Evaluation Criteria

All Qualified Offerors (see **Section 6.5.2.D**) will be ranked from the lowest (most advantageous) to the highest (least advantageous) price based on Provider rates.

The IRC/MSDE Division of Special Education - Early Intervention Services Nonpublic Section will determine the Provider rates and the price of each Proposal in order to establish a financial ranking of the Proposals.

## Reciprocal Preference

### Although Maryland law does not authorize procuring agencies to favor resident Offerors 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:

1. The Maryland resident business is a responsible Offeror;
2. The most advantageous Proposal is from a responsible Offeror whose principal office, or principal base of operations is in another state;
3. The other state gives a preference to its resident businesses through law, policy, or practice; and
4. The preference does not conflict with a federal law or grant affecting the procurement Contract.

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

## Selection Procedures

### General

1. The Contract will be awarded in accordance with the Competitive Sealed Proposals (CSP) method found at COMAR 21.05.03. The CSP method allows for the conducting of discussions and the revision of Proposals during these discussions. Therefore, the State may conduct discussions with all Offerors that have submitted Proposals that are determined to be reasonably susceptible of being selected for contract award or potentially so. However, the State reserves the right to make an award without holding discussions.
2. With or without discussions, the State may determine the Offeror to be not responsible or the Offeror’s Proposal to be not reasonably susceptible of being selected for award at any time after the initial closing date for receipt of Proposals and prior to Contract award.

### Selection Process Sequence

1. A determination is made that the MDOT Certified MBE Utilization and Fair Solicitation Affidavit (**Attachment** **D-1A**) is included and is properly completed, if there is a MBE goal. In addition, a determination is made that the VSBE Utilization Affidavit and subcontractor Participation Schedule (**Attachment** **E-1**) is included and is properly completed, if there is a VSBE goal.
2. Technical Proposals are evaluated for technical merit and ranked. During this review, oral presentations and discussions may be held. The purpose of such discussions will be to assure a full understanding of the State’s requirements and the Offeror’s ability to perform the services, as well as to facilitate arrival at a Contract that is most advantageous to the State. Offerors will be contacted by the State as soon as any discussions are scheduled.
3. Offerors must confirm in writing any substantive oral clarifications of, or changes in, their Technical Proposals made in the course of discussions. Any such written clarifications or changes then become part of the Offeror’s Technical Proposal. Technical Proposals are given a final review and ranked.
4. The Financial Proposal of each Qualified Offeror (a responsible Offeror determined to have submitted an acceptable Proposal) will be evaluated and ranked separately from the Technical evaluation. All Qualified Offerors will be ranked from the lowest (most advantageous) to the highest (least advantageous) price based on Provider rates as determined by the IRC/MSDE Division of Special Education - Early Intervention Services Nonpublic Section. After a review of the Financial Proposals of Qualified Offerors, the Evaluation Committee or Procurement Officer may again conduct discussions to further evaluate the Offeror’s entire Proposal.
5. When in the best interest of the State, the Procurement Officer may permit Qualified Offerors to revise their initial Proposals and submit, in writing, Best and Final Offers (BAFOs). The State may make an award without issuing a request for a BAFO. **Offerors may only perform limited substitutions of proposed personnel as allowed in Section 3.11 (Substitution of Personnel**).

### Award Determination

Upon completion of the Technical Proposal and Financial Proposal evaluations and rankings, each Offeror will receive an overall ranking. The Procurement Officer will recommend award of the Contract to the responsible Offeror that submitted the Proposal determined to be the most advantageous to the State. In making this most advantageous Proposal determination, technical factors will receive greater weight than financial factors.

## 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** – **RFP Attachments and Appendices**.

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# RFP ATTACHMENTS AND APPENDICES

Instructions Page

A Proposal submitted by the Offeror must be accompanied by the completed forms and/or affidavits identified as “with Proposal” in the “When to Submit” column in Table 1 below. All forms and affidavits applicable to this RFP, 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 Proposal:

For eMMa submissions, submit one (1) copy of each with signatures.

For electronic submissions, submit two (2) copies of each with original signatures. All signatures must be clearly visible.

All Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Offeror 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 three (3) copies 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: RFP ATTACHMENTS AND APPENDICES

| Applies? | When to Submit | Label | Attachment Name |
| --- | --- | --- | --- |
| Y | Before Proposal | A | Pre-Proposal Conference Response Form |
| Y | With Proposal | B | Financial Proposal Instructions (see link at <http://marylandpublicschools.org/programs/Pages/Special-Education/IRC/Forms.aspx>?) |
| Y | With Proposal | B1 | Financial Proposal Instructions (see link at <http://archives.marylandpublicschools.org/S/IRC2022/FY2022-Budget-Workbook-Forms-Template.xls>) |
| Y | With Proposal | C | Proposal Affidavit (see link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentC-Bid_Proposal-Affidavit.pdf>) |
| Y | With Proposal  | D | MBE Forms D-1A (see link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf>)**IMPORTANT:** If this RFP contains different Functional Areas or Service Categories. A separate Attachment D-1A is to be submitted for each Functional Area or Service Category where there is a MBE goal. |
| Y | 5 Business Days after recommended award | D | MBE Forms D-1B, D-1C,D-2, D-3A, D-3B (see link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf>) **Important:** Attachment D-1C, if a waiver has been requested, is also required within 10 days of recommended award. |
| Y | During Contract | D | MBE Forms D-4A, D-4B, D-5 (see link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf>) |
| Y | With Proposal  | E | Veteran-Owned Small Business Enterprise (VSBE) Form E-1A (see link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentE-VSBEForms.pdf>) **IMPORTANT:** If this RFP contains different Functional Areas or Service Categories. A separate Attachment E-1A is to be submitted for each Functional Area or Service Category where there is a VSBE goal. |
| Y | 5 Business Days after recommended award | E | VSBE Forms E-1B, E-2, E-3 (see link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentE-VSBEForms.pdf>) **Important:** Attachment E-1B, if a waiver has been requested, is also required within 10 days of recommended award. |
| Y | With Proposal | 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>)  |
| Y | With Proposal | G | Federal Funds Attachments (see link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentG-FederalFundsAttachment.pdf>)  |
| Y | With Proposal | H | Conflict of Interest Affidavit and Disclosure (see link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentH-Conflict-of-InterestAffidavit.pdf>) |
| Y | 5 Business Days after recommended award – However, it is suggested that this document be completed and submitted with Technical Proposal | I | Non-Disclosure Agreement (Contractor) (see link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-I-Non-DisclosureAgreementContractor.pdf>)  |
| Y | 5 Business Days after recommended award – However, suggested with Proposal | J | HIPAA Business Associate Agreement (see link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-J-HIPAABusinessAssociateAgreement.pdf>)  |
| N | N/A | K | Mercury Affidavit (see link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-K-MercuryAffidavit.pdf>)  |
| Y | With Proposal | L | Location of the Performance of Services Disclosure (see link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-L-PerformanceofServicesDisclosure.pdf>)  |
| Y | 5 Business Days after recommended award | M | Sample Contract (included in this RFP) |
| 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-content/uploads/sites/12/2018/04/Attachment-O-DHSHiringAgreement.pdf>)  |
| Y | With **Technical and** **Financial Proposal** | P | RCC Program Service Form (included in this RFP) |
| N | N/A | Q | Revised Maintenance Payment Statement (included in this RFP)  |
| Y | December 2 each year for the prior fiscal year | R | Annual Audit Report Requirements (included in this RFP) |
| Y | Due on or before December 2 of each year, following the end of the Contract year.  | S | DHS Private Contractor Annual Report (included in this RFP) |
| Y | N/A | T | Example of Performance Rating for Award Contracts (included in this RFP) |
| Y | With Proposal | U | Criminal Background Check Affidavit (included in this RFP) |
| Y | N/A | V | Financial Incident Report (included in this RFP) |
| Y | 5 Business Days after recommended award | W | Data Sharing Agreement |
| Appendices |
| Applies? | When to Submit | Label | Attachment Name |
| Y | N/A | 1 | Abbreviations and Definitions (included in this RFP) |
| Y | With Proposal | 2 | Offeror Information Sheet (see link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Appendix2-Bidder_OfferorInformationSheet.pdf>)  |
| **Additional Submissions** |
| Applies? | When to Submit | Label | Document Name |
| Y | 5 Business Days after recommended award | 3 | Evidence of meeting insurance requirements (see **Section 3.6**); 1 copy |
| Y | 10 Business Days after recommended award | 4 | PEP; 1 copy |

1. Pre-Proposal Conference Response Form

**Solicitation Number** SSA/PRRCC-22-001-S

Residential Child Care (RCC) Programs

A Pre-Proposal conference will be held on 01/04/2022 at 10:00 AM – 12:00 PM, via telephone/web conference.

Please return this form by 01/03/2022 at 2:00 PM, advising whether or not your firm plans to attend. The completed form should be returned via e-mail to the Procurement Officer at the contact information below:

Samuel Eduful

Department of Human Services

Procurement Officer

E-mail: samuel.eduful@maryland.gov

Please indicate:

|  |  |
| --- | --- |
|  | Yes, the following representatives will be in attendance.  |
|  | Attendees (Check the RFP 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 RFP § 4.1“Pre-Proposal conference”): |
| Offeror:  |  |
| *Offeror Name (please print or type)* |  |
| By: |  |
| *Signature/Seal* |  |
| Printed Name:  |  |
| *Printed Name* |  |
| Title:  |  |
| *Title* |  |
| Date: |  |
| *Date* |  |

1. Financial Proposal Instructions & Form

##### FINANCIAL PROPOSAL INSTRUCTIONS

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

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

* **For existing Programs- submit the rate letter under Attachment B.**

For Offeror’s with approved 2022 IRC or MSDE Rate Letter(s) If the Offeror’s 2022 budget was approved by the IRC or MSDE by the time of Proposal submission, the Offeror need only submit the IRC or MSDE 2022 approved Rate Letter(s).

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

Offerors submitting Proposals for a “new program” must complete the appropriate Budget Application (see link below) for either IRC/MSDE **or** MSDE Division of Special Education - Early Intervention Services Nonpublic Section.

**BUDGET APPLICATION FOR IRC/MSDE APPROVAL:**

 **Please use the FY2022 Budget Forms on the Inter-Agency Rates Committee website -**

[**https://marylandpublicschools.org/programs/Documents/Special-Ed/IRC/Instruct/FY2022-IRC-Forms-Instructions.pdf**](https://marylandpublicschools.org/programs/Documents/Special-Ed/IRC/Instruct/FY2022-IRC-Forms-Instructions.pdf)

**or**

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

**Please use the Budget Forms on the Maryland State Department of Education website –**

[**https://marylandpublicschools.org/programs/Pages/Special-Education/NonpublicSpEd/index.aspx**](https://marylandpublicschools.org/programs/Pages/Special-Education/NonpublicSpEd/index.aspx)

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

1. Proposal Affidavit

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

1. Minority Business Enterprise (MBE) Forms

This solicitation includes a Minority Business Enterprise (MBE) participation goal of five percent (5%) and no subgoals for those Offerors proposing to have twenty-five (25) or more beds.

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf>.

1. Veteran-Owned Small Business Enterprise (VSBE) Forms

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

1. 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.dllr.state.md.us/labor/prev/livingwage.shtml.

1. Federal Funds Attachments

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

1. Conflict of Interest Affidavit and Disclosure

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

1. Non-Disclosure Agreement (Contractor)

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

1. HIPAA Business Associate Agreement

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

1. Mercury Affidavit

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

1. Location of the Performance of Services Disclosure

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

1. Contract

DEPARTMENT OF HUMAN SERVICES (DHS)

Residential Child Care (RCC) Programs

SSA/PRRCC-22-001-S

THIS CONTRACT (the “Contract”) is made this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_ by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Contractor”) and the STATE OF MARYLAND, acting through the MARYLAND DEPARTMENT OF HUMAN SERVICES (“DHS” or the “Department”).

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 “COMAR” means Code of Maryland Regulations.

1.2 “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).

1.3 “Financial Proposal” means the Contractor’s Financial Proposal dated \_\_\_\_\_\_\_\_\_(Financial Proposal date), as modified by any Best and Final Offer thereto.

1.4 Minority Business Enterprise (MBE) – Any legal entity certified as defined at COMAR 21.01.02.01.B(54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.

1.5 “RFP” means the Request for Proposals for Residential Child Care (RCC) Programs, Solicitation # SSA/RCC-19-001-S, and any amendments, addenda, and attachments thereto issued in writing by the State.

1.6 “State” means the State of Maryland.

1.7 “Technical Proposal” means the Contractor’s Technical Proposal dated. \_\_\_\_\_\_\_\_\_\_\_\_ (Technical Proposal date), as modified and supplemented by the Contractor’s responses to requests clarifications and requests for cure, and by any Best and Final Offer.

1.8 “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.

1.9 Capitalized terms not defined herein shall be ascribed the meaning given to them in the RFP.

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 RFP

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

Exhibit C – The Technical Proposal

Exhibit D – The Financial Proposal

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 Department 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 In its sole discretion, the Department shall have the unilateral right to extend the Contract for <<enter the number of periods >>, successive <<enter the length of the period>> - <<select either year(s), month(s), or day(s)>> renewal options (each a “Renewal Term”) at the prices established in the Contract. “Term” means the Initial Term and any Renewal Term(s). [[Delete this section if there are no Option Years, and change the numbering of the next section to 3.]]

3.3. The Contractor’s performance under the Contract shall commence as of the date provided in a written NTP.

3.4 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 Department shall pay the Contractor in accordance with the terms of this Contract and at the prices quoted in the Financial Proposal. Unless properly modified (see above Section 2), payment to the Contractor pursuant to this Contract, including the Initial Term and any Renewal Term, shall not exceed the Contracted amount.

[[Use this paragraph for a fixed price contract or a contract that has a fixed price component.]]The total payment under a fixed price Contract or the fixed price element of a combined fixed price – time and materials Contract shall be the firm fixed price submitted by the Contractor in its Financial Proposal.

[[Use this paragraph for a contract with a time and materials component or has an indefinite quantity (IDIQ) component.]]For time and materials Contracts, IDIQ Contracts, or Contracts which include either or both a time and materials or IDIQ element(s), total payments to the Contractor pursuant to this Contract for the time and materials and IDIQ portion(s) may not exceed $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “NTE Amount”), which includes $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for the Initial Term[[If one or more option periods exist, then include:]] and $\_\_\_\_\_\_\_\_\_\_\_\_\_ for the Renewal Term(s).

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 Department’s receipt of a proper invoice from the Contractor as required by RFP 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 Department 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 State Project Manager, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all data delivered under this Contract.

5.4 The Contractor shall not affix any restrictive markings upon any data, documentation, or other materials provided to the State hereunder and if such markings are affixed, the State shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

5.5 Upon termination 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 Department 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 Department or licensed by the Department from third parties, including all information provided by the Department 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 Department 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 http://www.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 Department, 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 Department’s consent, any restrictive markings upon any Deliverables that are owned by the State, and if such markings are affixed, the Department 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 State Project Manager. 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 **RFP** **Section 3.7**.

9.3 Protection of data and personal privacy (as further described and defined in RFP 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 **RFP** **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, bona fide agent, bona fide salesperson, or commercial selling agency 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, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of this Contract.

16. Non-Availability of Funding

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

17. Termination for Default

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

18. Termination for Convenience

The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract. 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 Section13-221 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 Department may conduct these audits with any or all of its own internal resources or by securing the services of a third-party accounting or audit firm, solely at the Department’s election. The Department may copy 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 Department has the right to audit such subcontractor(s).

26. Compliance with Laws

The Contractor hereby represents and warrants that:

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

27. Cost and Price Certification

27.1 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 Proposal.

27.2 The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date of its Proposal, was inaccurate, incomplete, or not current.

28. Subcontracting; Assignment

The Contractor may not subcontract any 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 5 “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.

(d) 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 shall be held to be agents of Contractor.

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 it 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 Department, in all subcontracts.

31. Prompt Pay Requirements

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

(a) Not process further payments to the Contractor until payment to the subcontractor is verified;

(b) Suspend all or some of the Contract work without affecting the completion date(s) for the Contract work;

(c) Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due 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 Department 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 Department and the Contractor in any other proceeding; or

(c) Result in liability against or prejudice the rights of the Department.

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

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

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

i. Inspecting any relevant records of the Contractor;

ii. Inspecting the jobsite; and

iii. Interviewing subcontractors and workers.

Verification shall include a review of:

i. The Contractor’s monthly report listing unpaid invoices over thirty (30) days old from certified MBE subcontractors and the reason for nonpayment; and

ii. The monthly report of each certified MBE subcontractor, which lists payments received from the Contractor in the preceding thirty (30) days and invoices for which the subcontractor has not been paid.

(b) If the Department determines that the Contractor is not in compliance with certified MBE participation goals, then the Department will notify the Contractor in writing of its findings and will require the Contractor to take appropriate corrective action. Corrective action may include, but is not limited to, requiring the Contractor to compensate the MBE for work performed as set forth in the MBE participation schedule.

(c) If the Department determines that the Contractor is in material noncompliance with MBE Contract provisions and refuses or fails to take the corrective action that the Department requires, then the Department may:

i. Terminate the Contract;

ii. Refer the matter to the Office of the Attorney General for appropriate action; or

iii. Initiate any other specific remedy identified by the Contract, including the contractual remedies required by any applicable laws, regulations, and directives regarding the payment of undisputed amounts.

(d) Upon completion of the Contract, but before final payment or release of retainage or both, the Contractor shall submit a final report, in affidavit form under the penalty of perjury, of all payments made to, or withheld from, MBE subcontractors.

32. Living Wage

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

33. Use of Estimated Quantities

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

34. 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. State Project Manager 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 State Project Manager may authorize in writing one or more State representatives to act on behalf of the State Project Manager in the performance of the State Project Manager’s responsibilities. The Department may change the State Project Manager 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 Department 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:

<<contractMonitorName>>

<<contractManagerAddress>>

Phone Number: <<contractManagerPhoneNumber>>

E-Mail: <<contractManagere-mail>>

With a copy to:

<<procurementOfficerName>>

Department of Human Services (DHS)

<<procurementOfficerAddress>>

Phone Number: <<procurementOfficerPhoneNumber>>

E-Mail: <<procurementOfficerE-mail>>

If to the Contractor:

(Contractor’s Name)

(Contractor’s primary address)

Attn: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[[Delete the following if a parent company guarantee is inapplicable:]]

Parent Company Guarantor

Contact: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Attn: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

<<39.>> Liquidated Damages for MBE

<<39.>>1 The Contract requires the Contractor to comply in good faith with the MBE Program and Contract provisions. The State and the Contractor acknowledge and agree that the State will incur damages, including but not limited to loss of goodwill, detrimental impact on economic development, and diversion of internal staff resources, if the Contractor does not comply in good faith with the requirements of the MBE Program and MBE Contract provisions. The parties further acknowledge and agree that the damages the State might reasonably be anticipated to accrue as a result of such lack of compliance are difficult to ascertain with precision.

<<39.>>2 Therefore, upon issuance of a written determination by the State that the Contractor failed to comply in good faith with one or more of the specified MBE Program requirements or MBE Contract provisions, the Contractor shall pay liquidated damages to the State at the rates set forth below. The Contractor expressly agrees that the State may withhold payment on any invoices as a set-off against liquidated damages owed. The Contractor further agrees that for each specified violation, the agreed upon liquidated damages are reasonably proximate to the loss the State is anticipated to incur as a result of such violation.

(a) Failure to submit each monthly payment report in full compliance with COMAR 21.11.03.13B (3): $<<insert value>> per day until the monthly report is submitted as required.

(b) Failure to include in its agreements with MBE subcontractors a provision requiring submission of payment reports in full compliance with COMAR 21.11.03.13B (4): $<<insert value>> per MBE subcontractor.

(c) Failure to comply with COMAR 21.11.03.12 in terminating, canceling, or changing the scope of work/value of a contract with an MBE subcontractor and amendment of the MBE participation schedule: the difference between the dollar value of the MBE participation commitment on the MBE participation schedule for that specific MBE firm and the dollar value of the work performed by that MBE firm for the Contract.

(d) Failure to meet the Contractor’s total MBE participation goal and sub goal commitments: the difference between the dollar value of the total MBE participation commitment on the MBE participation schedule and the MBE participation actually achieved.

(e) Failure to promptly pay all undisputed amounts to an MBE subcontractor in full compliance with the prompt payment provisions of the Contract: $<<insert appropriate rate following calculation instructions from GOSBA>> per day until the undisputed amount due to the MBE subcontractor is paid. [[Remove this sub-clause if this Contract is subject to section 15-226 of the State Finance and Procurement Article – Construction Contracts – Prompt Payment of subcontractors.]]

<<39.>>2 Notwithstanding the assessment or availability of liquidated damages, the State reserves the right to terminate the Contract and exercise any and all other rights or remedies which may be available under the Contract or Law.

<<40.>> 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.

<<41.>> Federal Department of Health and Human Services (DHHS) Exclusion Requirements

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

<<42.>> Compliance with federal Health Insurance Portability and Accountability Act

The Contractor agrees to keep information obtained in the course of this Contract confidential in compliance with any applicable State and federal confidentiality requirements regarding collection, maintenance, and use of health, personally identifiable, and financial information. This includes, where appropriate, the federal Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. §§ 1320d et seq., and implementing regulations at 45 C.F.R. Parts 160 and 164, and the Maryland Confidentiality of Medical Records Act (MCMRA), Md. Code Ann. Health-General §§ 4-301 et seq. This obligation includes providing training and information to employees regarding confidentiality obligations as to health, personally identifiable, and financial information and securing acknowledgement of these obligations from employees to be involved in the Contract. This obligation further includes restricting use and disclosure of the records, generally providing safeguards against misuse of information, keeping a record of any disclosures of information, providing all necessary procedural and legal protection for any disclosures of information, promptly responding to any requests by the Department for information about its privacy practices in general or with respect to a particular individual, modifying information as may be required by good professional practice as authorized by law, and otherwise providing good information management practices regarding all health, personally identifiable, and financial information.

<<43.>> Hiring Agreement

<<43.>>1 The Contractor agrees to execute and comply with the enclosed Maryland Department of Human Services (DHS) Hiring Agreement (Attachment O). The Hiring Agreement is to be executed by the Offeror and delivered to the Procurement Officer within ten (10) Business Days following receipt of notice by the Offeror that it is being recommended for Contract award. The Hiring Agreement will become effective concurrently with the award of the Contract.

<<43.>>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.

<<44.>> 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 | State of MarylandDepartment of Human Services (DHS) |
|  |  |
| By:  | By: <<agencyContractSigner>>, <<agencyContractSignerTitle>> |
|  |  |
| Date |  |
|  |  |
| PARENT COMPANY (GUARANTOR) (if applicable) | By: |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| By: | Date |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |
| Date |
| Approved for form and legal sufficiencythis \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Assistant Attorney General |  |
|   |
| APPROVED BY BPW: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_(Date) (BPW Item #) |
|  |
|  |

1. Contract Affidavit

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

1. DHS Hiring Agreement

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

**ATTACHMENT P – RCC PROGRAM SERVICES FORM**

**RCC PROGRAM SERVICE FORM**

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

|  |  |
| --- | --- |
| **Offeror’s Name:** |       |
|  | **(Must use your complete legal name as registered with SDAT** |
| **Address:** |       |
|  |
| **Contact Name:** |       |
|  |
| **Telephone Number:** |       |

|  |
| --- |
| **Is this a “new program”? Check all that apply (see RFP Appendix 1, #RR)** |
| **[ ]**  | **Recently licensed, not formally held a Rate with the IRC/MSDE, and/or** |
| **[ ]**  | **Responding to DHS RCC RFP in category not previously served , with significant differences in the LOI from the previous fiscal year.** |

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

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **[ ]**  | **Developmentally Disabled Program (DD)** |  |  |  |
| **[ ]**  | **Diagnostic Evaluation & Treatment Program (DETP)** |  |  |  |
| **[ ]**  | **Group Homes Program (GHP)** |  |  |  |
|  |  |  |  |  |
| **[ ]**  | **High Intensity Group Home (HIGH)** |

|  |  |
| --- | --- |
| **[ ]**  | **Therapeutic Group Home Programs (TGH)** |

|  |  |
| --- | --- |
| **[ ]**  | **Medically Fragile Program (MF)** |

|  |  |
| --- | --- |
| **[ ]**  | **High Intensity Group Home Services – Commercially Sexually Exploited (HIGH-CSE)** |

|  |  |
| --- | --- |
| **[ ]**  | **High Intensity Group Home Services – Emotional and Cognitive Developmentally Disabled (HIGH-ECDD)** |

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

|  |  |
| --- | --- |
| **Group Home Legal Name:** |       |
| **Address:** |       |
| **County:** |       |

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

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **# of Beds:** |       | **Age of Children/Youth:** |       | **Males:** |       |
| **# of Beds:** |       | **Age of Children/Youth:** |       | **Females:** |       |
| **# of Beds:** |       | **Age of Children/Youth:** |        | **Transgender** |       |
|  |  |  |  |  |  |
|  |
| **Total Number of Beds at this Site Location:** |       |

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Name and Title of Person Authorized to Bind Services and Statements**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature of Person Authorized to Bind Services and Statements Date**

**ATTACHMENT Q (SAMPLE) – REVISED MAINTENANCE PAYMENT STATEMENT**

****

**SOCIAL SERVICES ADMINISTRATION**

Revised Maintenance Payment Statement

**State of Maryland**

**Department of Human Services**

**Social Services Administration**

**311 W Saratoga Street**

**Baltimore, MD 21201**

**Provider Name and Address Provider Phone (Extn):**

**Payment ID: Statement Date:**

**Service Period**

**Provider ID:**

**Payment Summary**

**Gross Amount:**

|  |  |  |
| --- | --- | --- |
| **Program Name** | **Number of Children** | **Gross Amount** |
| **Provider Facility #1** |  | **$** |
| **Provider Facility #2** |  | **$** |
| **Provider Facility #3** |  | **$** |
| **Provider Facility #4** |  | **$** |
| **Minor Parent** |  | **$** |
|  |  |  |
| **Total** |  | **$** |

**PROVIDER CERTIFICATION:** Unless the Provider contacts the DHR Hotline at 1-877-DHR2PAY (1-877-347-2729) regarding the client/s whose information is incorrect or for whom services have been previously paid, the provider certifies that the information on this statement is true and correct.

**ATTACHMENT R – ANNUAL AUDIT REPORT REQUIREMENTS**

**ANNUAL AUDIT REPORT REQUIREMENTS**

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

* Statement that the Generally Accepted Accounting Principles and the Generally Accepted Auditing Standards established by the American Institute of Certified Public Accountants was followed.
* Opinion Statement on Financial Statements.
* Report on Compliance.
* Comments on Prior Audit findings and completion of Corrective Actions, if applicable.
* Financial Statements

1. Balance Sheet,

2. Statement of Revenue and Expense, and

3. Functional Distribution of Expenses

a. Basic Care

b. Special Education

c. Management and General

Other Schedules

1. Identification of the specific sources of funds received;

2. Comparison of budgeted expenses to actual expenses;

3. Computation of rate determination for actual cost of care per month;

4. Comparison of payment rate to actual rate from 3; and

5. Determination of overpayment and underpayment per service function.

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

The annual audit report of the Contractor’s financial records must be submitted from an independent certified public accountant to the Social Services Administration, Office of Budget and Central Services, 311 W. Saratoga Street, 5th Floor, Baltimore, MD 21201, Attn: SSA Administrative Specialist and the Office of the Inspector General, 100 S. Charles Street, Room 1608, Baltimore, MD 21201 in the format specified by December 2, 2018 Submission of this report to another party does not fulfill this requirement.

**ATTACHMENT S – DHS PRIVATE CONTRACTOR ANNUAL REPORT**

State Fiscal Year 2022 - July 1, 2021 to June 30, 2022

 **Department of Human Services - Private Contractor Annual Report**

Submit to Social Services Administration by December 2 of Each Year for the Prior Fiscal Year

|  |  |  |  |
| --- | --- | --- | --- |
| **Agency:** |  | **Program:** |  |

**Section I. Demographics of DHS Youth Served (Answers reflect ONLY DHS Children & Youth)**

|  |  |  |  |
| --- | --- | --- | --- |
| **1a.** | **Fiscal Year Total Admissions:** |   | (actual number); |
|  |  |  |  |
| **1b.** | **Total Discharges:** |   | (actual number); |
|  |  |  |  |
| **1c.** | **Number of Rejections:** |   | (actual number); |
|  |  |  |  |
| **1d.** | **Number of Ejections:** |   | (actual number); |
|  |  |  |  |

|  |  |
| --- | --- |
| **2a.** | **Racial Breakdown:** |
|  |
| **Asian** | **#** |  , | **%**  |  **;** | **Black/African American** | **#** |  , | **%**  |  **;** |
|  |  |  |  |  |  |  |  |  |  |
| **White** | **#** |  , | **%**  |  **;** | **American Indian or Alaskan Native** | **#** |  , | **%**  |  **;** |
|  |  |  |  |  |  |  |  |  |  |
| **Pacific Islander or Native Hawaiian** |  **#** |  , | **%**  |  **;** |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
| **Unable to Determine** |  **#** |  , | **%**  |  **;** |  |  |  |  |  |

|  |  |
| --- | --- |
| **2b.** | **Ethnic Breakdown of Admissions:** |
|  |
| **Hispanic** | **#** |  , | **%**  |  **;** | **Non-Hispanic** | **#** |  , | **%**  |  **;** |  |
|  |
| **Unable to Determine** | **#** |  , | **%**  |  **;** |  |  |

Note: Self-identification or self-reporting is the preferred method of gathering information on race and ethnicity (note: children of Hispanic origin may be of any race). The child (if old enough) should be asked, or the information should be obtained from the child’s family members. “Unable to determine” should only be used if there is no one who can provide the information or if the child/family refuses to provide it.

|  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **3.** | **Age at Admission:** | **0-5** | **#**  |  **,** | **%**  |  **;** | **6-10** | **#**  |  **,** | **%**  |  **;** |
|  |  |
|  |  | **11-15** | **#**  |  **,** | **%**  |  **;** | **16-18** | **#**  |  **,** | **%**  |  **;** |
|  |  |
|  |  |  **Over 18** | **#**  |  **,** | **%**  |  **;** |  |

|  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **4.** | **Gender of Admission:**  | **male** | **#**  |  **,** | **%**  |  **;** | **female** | **#**  |  **,** | **%**  |  **;** |

|  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **5.** | **Previous Placements:**  | **higher** | **#**  |  **,** | **%**  |  **;** | **lateral** | **#**  |  **,** | **%**  |  **;** |
|  |
|  |  | **lower** | **#**  |  **,** | **%**  |  **;** |  |  |  |  |  |

**Previous placement refers to the** *immediate placement prior to admission into your program***. A lateral move refers to movement from one program into another of the same type. Based on the following continuum:**

**(Highest level of care)** Psychiatric Hospitalization - Residential Treatment Center (RTC) - Therapeutic Group Home - Large Group Home **or** Small Group Home - Alternative Living Unit - Treatment Foster Care - Semi independent living - Independent living - Regular Foster Care - Shelter Care - Kinship Care - Biological Family Home **(Least restrictive level of care**)

|  |  |
| --- | --- |
| **6a.** | **Racial Breakdown of Discharges (see question 2 above):** |
|  |
| **Asian** | **#** |  , | **%**  |  **;** | **Black/African American** | **#** |  , | **%**  |  **;** |
|  |  |  |  |  |  |  |  |  |  |
| **White** | **#** |  , | **%**  |  **;** | **American Indian or Alaskan Native** | **#** |  , | **%**  |  **;** |
|  |  |  |  |  |  |  |  |  |  |
| **Pacific Islander or Native Hawaiian** |  **#** |  , | **%**  |  **;** |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
| **Unable to Determine** |  **#** |  , | **%**  |  **;** |  |  |  |  |  |

|  |  |
| --- | --- |
| **6b.** | **Ethnic Breakdown of Discharges:** |
|  |
| **Hispanic** | **#** |  , | **%**  |  **;** | **Non-Hispanic** | **#** |  , | **%**  |  **;** |  |
|  |
| **Unable to Determine** | **#** |  , | **%**  |  **;** |  |  |

|  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **7.** | **Age at Discharge:** | **0-5** | **#**  |  **,** | **%**  |  **;** | **6-10** | **#**  |  **,** | **%**  |  **;** |
|  |  |
|  |  | **11-15** | **#**  |  **,** | **%**  |  **;** | **16-18** | **#**  |  **,** | **%**  |  **;** |
|  |  |
|  |  |  **Over 18** | **#**  |  **,** | **%**  |  **;** |  |

|  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **8.** | **Gender of Discharges:**  | **male** | **#**  |  **,** | **%**  |  **;** | **Female** | **#**  |  **,** | **%**  |  **;** |

|  |  |
| --- | --- |
| **9**. | **Placements of Discharges (Use same scale as shown in 6 above) :**  |
|  |
|  | **Higher** | **#**  |  **,** | **%**  |  **;** | **Lateral** | **#**  |  **,** | **%**  |  **;** |
|  |
|  |  | **Lower** | **#**  |  **,** | **%**  |  **;** |  |  |  |  |  |

|  |  |
| --- | --- |
| **10**. | **Length of Placement :**  |
|  |
| **0 - 3 Months** | **#**  |  **,** | **%**  |  **;** | **3 Months – 1 Year** | **#**  |  **,** | **%**  |  **;** |
|  |
| **1 Year – 18 Months** | **#**  |  **,** | **%**  |  **;** | **Over 18 Months** | **#**  |  **,** | **%**  |  **;** |

**Section II. Outcomes of DHS Youth Served**

**Safety Outcome**: Children shall be protected and safe from abuse and harm.

1. Safety Indicator: Of all children and youth in your program during the period under review what **number and percentage,** if any, werethe subjects of substantiated or indicated maltreatment by a foster parent or agency staff?

|  |  |  |  |
| --- | --- | --- | --- |
| Number: |  | Percentage: |  |

2. Safety Indicator: Of all the children and youth in your program during the period under review, what **number and percentage**, were the subjects of critical incident reports involving physical harm to them from any source?

|  |  |  |  |
| --- | --- | --- | --- |
| Number: |  | Percentage: |  |

**Permanence Outcome**: Children will have permanence and stability in their living situations.

**Permanence Indicator:** Of all the children and youth discharged from your program during the period under review, what **number and percentage** were reunified with their family **or placed in adoptive homes** within 24 months **following** the time of removal from **their** home.

|  |  |  |  |
| --- | --- | --- | --- |
| Number: |  | Percentage: |  |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Well-being Indicators:**  | **# of runaways** |  **,** | **# of critical incidents** |  **,** |  |
|  |
|  **# of school aged children enrolled in school** |  **,** |  |
|  |
| **# of children receiving supportive services according to the case plan** |  **,** |  |

**Section III. (Optional) Ranking Your Program Strengths and Issues Confronted**

**Use additional sheets as needed.**

Place in rank order the five greatest achievements/successes of your program during the past year.

 (a = greatest achievement your program experienced during the past year.)

|  |  |
| --- | --- |
| **a.** |   |
|  |  |
| **b.** |   |
|  |  |
| **c.** |   |
|  |  |
| **d.** |   |
|  |  |
| **e.** |   |

Place in rank order the five greatest problems your program has faced during the past year and **what have you done about them? (a = greatest problem your program faced. )**

|  |  |
| --- | --- |
| **a.** |   |
|  |  |
| **b.** |   |
|  |  |
| **c.** |   |
|  |  |
| **d.** |   |
|  |  |
| **e.** |   |

Please note any program changes and/or expansion impacting your program. (Use additional pages if needed.)

**ATTACHMENT T – EXAMPLE OF QUARTERLY PERFORMANCE RATING**



|  |  |
| --- | --- |
|  | Residential Care Centers Group Home Performance Report SFY 2022 Quarter 1 |

|  |  |  |  |
| --- | --- | --- | --- |
| MDCOrgID: 5001000 John Doe Place, Inc. |  |  | 11/1/18 |
| MDCPrvID: 50010001 John Doe Place, Inc. |  |  | Version: 1 |
| ProvProg: John Doe Place, Inc. #1 |  |  |  |
| Street: 4000 ABC AVE |  |  |  |
| Indicators |  | Score |
| City: Baltimore |
| Staff Security: | Yes | 30 |
| State: MD |
| Zip: 21207 | Maltreatment: | No | 20 |
| Juris: Baltimore City | License Sanction: | No | 20 |
| CntrctID : SSA/RCC-19-001-S | SSA Hotlist: | No | 5 |
| ContType: Therapeutic Group Home | SSA Fiscal Audit: | 100% | 15 |
|   | CANS Compliance: | 100% | 10 |
| Male Beds: 12 | RCC Incentive Points: | 50% | 10 |
| Female Beds: | Your Total Score: |  | 110 |
| Total Beds: 12 | Minimum Score: |  | 50.58 |
|  | Your Status: |  | MET |

Version History:

Terms: MDCOrgID:

CntrctlD:

Indicators:

Staff Security: Maltreatment: License Sanctions

SSA Hotlist

SSA Fiscal Audit CANS Compliance RCC Incentive Points:

MDCHESSIE Organization ID MDCPrvID: MDCHESSIE Provider ID ProvProg: Program Name

DHR Contract Number ContType: Contract Type

(30 Pts) Timely submission of Staff roster and background checks prior to hire employee hire date during report quarter

(20Pts) No indicated findings of child maltreatment by RCC staff member during quarter prior to report quarter

(20Pts) No license sanction for agency program during report quarter

(5Pts) RCC not placed on SSA Hot List during report quarter

(20Pts) On-time submission=100% of points; Less than 1 month submission=75%; Over 1 month submission=50%; No submission=0%

N/A

(20 Pts) Good Placement Changes Percent of exits to less restrictive placement setting or to good exit from foster care (reunification, guardianship, adoption)

**ATTACHMENT U – CRIMINAL BACKGROUND CHECK AFFIDAVIT**

**SSA/PRRCC-22-001-S**

AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of affiant), \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Title) and the duly authorized representative of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of Contractor) and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

I hereby affirm that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Contractor) has complied with Section 3.7.1 Criminal Background Check requirements of the Department of Human Services Residential Child Care (RCC) Programs Request for Proposals.

I hereby affirm that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of Contractor) has provided the Department of Human Services (name of Agency) with a summary of the security clearance results for all of the candidates that will be working on Contract Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, entitled Residential Child Care (RCC) Programs (title of Solicitation) and all of these candidates have successfully passed all of the background checks required under Section 3.7 of the Contract. The Contractor hereby agrees to provide security clearance results for any additional candidates at least seven (7) days prior to the date the candidate commences work on this Contract.

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Contractor

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name of Affiant

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

**ATTACHMENT V – FINANCIAL INCIDENT REPORT**

**FINANCIAL INCIDENT REPORT
Agency Control # SSA/PRRCC-22-001-S**

**Name of Agency:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I attest that the information given below is true and accurate. I understand that the failure to provide notice of the following financial issues could result in (a) a corrective action plan; (b) suspension of placements; (c) removal of placements, if applicable; or (d) a revocation of licensure, if applicable.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_
(Executive Director’s Signature)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_
(Program Administrator’s Signature)

***In the last 6 months, between \_\_\_\_\_\_\_\_\_\_(month/year) and \_\_\_\_\_\_\_\_\_\_\_\_\_(month/year), has the above-named agency experienced any of the following financial issues?***

|  |  |  |
| --- | --- | --- |
| **Financial Issue** | **Yes** | **No** |
| Example Only: Bankruptcy filing |  | X |
| Bankruptcy filings (includes parent company and subsidiaries). Please specify. |  |  |
| Tax liens from the local jurisdiction in which the agency is located, the State of Maryland, or the Internal Revenue Service |  |  |
| Receipt of a going concern, adverse, disclaimer, or qualified audit opinion during an annual audit of financials conducted by a Certified Public Accountant (CPA) |  |  |
| Receipt of a liability offset notice from the Comptroller of Maryland or the Maryland Department of Human Services |  |  |
| Receipt of a cancellation notice for an insurance policy the agency is obligated under DHS-contract or COMAR to maintain |  |  |
| Payroll, corporate, unemployment, or any other state or federal taxes more than 30 days in arrears |  |  |
| Lease or rent payments more than 30 days in arrears |  |  |
| Any other adverse financial issues directly related to the agency’s fiscal solvency or to compliance with the financial standards established in the agency’s contract with DHS or by COMAR |  |  |

**If you responded “YES” to any of the above, please attach relevant documentation (e.g., tax lien notice). Also attach any plans the agency has to remediate any issues identified through this form.**

**Note:** DHS expects all agencies licensed by or under contract with DHS to report bankruptcy filings to the Office of Licensing and Monitoring or the Social Services Administration Contracts Unit within 24 hours of the filing. Allagencies must also report the presence or absence of a bankruptcy filing in this periodic report.

**ATTACHMENT W – DATA SHARING AGREEMENT**

**Please see separate attachment – Attachment W - Data Sharing Agreement (Draft)**

**ATTACHMENT X –NOTICE OF THE STATEMENT OF NEED**

 **STATE OF MARYLAND**

**Department of Human Services**

**Social Services Administration**

**311 W. Saratoga Street**

**Baltimore, Maryland 21201**

 **STATEMENT OF NEED (SON)**

**For**

**Psychiatric Respite (PR) and Diagnostic Evaluation Treatment Program (DETP)**

 **Residential Child Care (RCC) Services**

**Summary Statement**

The Department of Human Services (DHS) proposes to issue a Statement of Need/Request for Proposals (“SON/RFP”) for the development of Psychiatric Respite and Diagnostic, Evaluation Treatment Program residential child care (“RCC”) programs to serve children in the State of Maryland entrusted to the care and custody of DHS. Below is a summary of the SON/RFP, which will be issued after the closing date for comments.

The **Psychiatric Respite** program will serve youth who are discharged from a psychiatric hospitalization with a placement recommendation for a residential treatment center, less restrictive placement, or diversion from a psychiatric hospitalization.

The population to be served is male, female, and transgendered youth from all areas of the State, ages 13-20. The services to be provided are short-term, 30-day residential program services, with additional staffing and supportive services for children with serious behavioral issues. The number of beds sought for the Psychiatric Respite Program is 25.

Perspective providers shall:

1. Use the following minimum standards that are derived from the currently used Levels of Intensity (“LOI”) when responding to the SON/RFP.

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

1. Have an on-site MSDE approved Type III school or utilize the local school systems when appropriate, to ensure that each school-aged child attends an educational or vocational program in accordance with all applicable federal, State and local laws.
2. Have the ability to serve male, female and transgendered youth ages 13-20.
3. Offer evidence based and/or trauma informed treatment services as well as individual trauma therapy and individual and group therapy.
4. Provide the Certificate of Need (CON) to the LDSS Case Manager for children recommended for a Residential Treatment Center (RTC).
5. Provide on-site counseling services and appropriate therapeutic modalities necessary to meet the needs of children in care.
6. Ensure that the established , Maryland State Department of Education (MSDE), Interagency Rates Commission’s (IRC) rate includes all services for this population, including a minimum resident to staff ratio (excluding volunteers and staff not providing direct care and supervision of residents) of **3:1** during waking hours and **8:1** during sleeping hours.

The **DETP** program will provide short-term care, not to exceed ninety (90) calendar days in length, that identifies and facilitates diagnostic services for children in need of stabilization before their transition into a longer-term placement setting. The Diagnostic Assessment shall include a psychiatric, psychological, educational, psycho-social, and medical plan for stabilizing the child and developing a plan to transition and maintain the child in the most appropriate and least restrictive placement to meet that child’s needs. The assessment will be completed and submitted within sixty (60) business days of placement to the referring LDSS.

The population to be served is male, female, and transgendered youth from all areas of the State, ages 13-20. The number of beds sought for the DETP Program is 35.

Perspective providers shall:

1. Use the following minimum standards that are derived from the currently used LOI for the group home category when responding to this SON/RFP.

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

1. Have an on-site MSDE approved Type III school or utilize the local school systems when appropriate, to ensure that each school-aged child attends an educational or vocational program in accordance with all applicable federal, State and local laws.
2. Have the ability to provide a milieu of services offered in diagnostic and evaluation treatment programs in a campus-facility or community-based facility.
3. Have the ability to serve male, female and transgendered youth ages 13-20.
4. Offer evidence based and/or trauma informed treatment services as well as individual trauma therapy and individual and group therapy.
5. Provide the CON to the LDSS Case Manager for children recommended for a RTC.
6. Ensure on-site availability to provide nursing and clinical/counseling needs consistent with its treatment model to meet the needs of children in care 24/7.
7. Ensure that DETP programs have a minimum resident to staff ratio (excluding volunteers and staff not providing direct care and supervision of residents) of **4:1** during waking hours and **8:1** during sleeping hours.

Provider General Requirements

For the Psychiatric Respite Program, the provider shall have:

1. the ability to provide psychiatric respite as services as defined in a campus-type facility;
2. an existing Maryland license to provide residential child care services; or
3. the ability to establish a facility in the state of Maryland by the time of contract award;
4. previous experience serving youth with high level behavioral needs; and
5. Trauma Certified Treatment practice which is preferred over trauma informed.

For the Diagnostic Evaluation and Treatment Program, the provider shall have:

1. an existing Maryland license to provide residential child care services; or
2. the ability to establish a facility in the state of Maryland by the time of contract award;
3. previous experience serving youth with a complex behavioral needs;
4. Trauma Certified Treatment capacity is preferred over trauma informed.

Opportunity for Public Comment

Comments may be sent to Tennille R. Thomas, Deputy Executive Director for Placement Services and Performance Monitoring, Social Services Administration, Department of Human Services, via email to Tennille.Thomas@maryland.gov. Comments will be accepted through **(date)**. A public hearing has not been scheduled.

Appendix 1. – Abbreviations and Definitions

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

1. **Abuse** - The physical or mental injury of a child under circumstances that indicate that the child’s health or welfare is harmed or at substantial risk of being harmed by: a parent or other individual who has permanent or temporary care or custody or responsibility for supervision of a child; or any household or family member under circumstances that indicate that the child’s health or welfare is harmed or at substantial risk of being harmed.
2. **Alternative Living Unit** **(ALU)** - A program that provides services in a structured, staff supervised home licensed by the Developmental Disabilities Administration of the Department of Health and Mental Hygiene for individuals who, because of developmental disability, require specialized care and living arrangements. The residence owned, leased, or operated by a licensee may house 1 to 3 developmentally delayed children with systemic problems.
3. **Award** - The transmission by the procurement agency, after all required approvals have been obtained: of (a) the executed contract; or (b) written notice of award to the successful Offeror. COMAR 21.01.02.01.B (8).
4. **Awake Staff** - Those persons employed at the RCC facilities that are required to maintain a state of alertness during their shift of duty to ensure safety and well-being of children.
5. **Behavior Management Plan or “Behavior Treatment Plan”** - A written document that proactively targets the specific problematic behaviors of a child, and identifies positive interventions, strategies, and supports in the RCC setting developed by a trained professional in Behavioral Management.
6. **Board of Public Works (BPW or Board)** - The State BPW consists of the Governor, the State Treasurer and the State Comptroller. The Board must approve all State Contracts where the dollar amount is $200,000.00 or greater.
7. **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).
8. **Case Worker** - An individual employed by the Local Department of Social Services (LDSS) assigned to a child placed in foster care. The case worker is responsible for the development and implementation of a case/service/treatment plan to meet the child’s permanency goal and works in collaboration with the Contractor to ensure the individual needs of the child are being met through the prompt and effective delivery of services to fulfill the child’s plan.
9. **Certificate of Need (CON)** - Documentation required from a sending facility (facility where child is currently placed and that is requesting an evaluation/assessment) to be provided to the LDSS Case Manager, for any child recommended for a Residential Treatment Center (RTC) placement.  The CON consists of:
10. Psychiatric Evaluation– completed within 30-days of the admission date, signed by a Psychiatrist, including current diagnoses, medications, history of psychiatric problems, recommendation and justification (why the child cannot be maintained in a least restrictive environment (LRE).
11. Psycho-social Assessment– completed within 30-days of the admission date, signed by a licensed professional, which includes presenting problems, family and developmental history, past treatment interventions, recommendation and justification (why the child cannot be maintained in a LRE).
12. Physical Examination - completed within 30-days of the admission date, signed by a physician that includes current and past health issues that support the child is medically stable and can be placed in a RTC.
13. **Certified Program Administrator** - The individual selected by the RCC facilities’ board of directors who is certified as required by Health Occupations Article, Title 20 - Annotated Code of Maryland, and is responsible for the overall administration of the program; implementation of all policies; maintenance of the physical plant; and fiscal accountability to ensure the care, treatment, safety and protection of children.
14. **Child and Adolescent Needs and Strengths (CANS)** - CANS is a functional assessment, care planning, and outcomes monitoring tool. The CANS assessment can be used as a decision-support tool during care planning as well as a quality assurance or outcomes monitoring tool.
15. **Child(ren)** - An individual or individuals younger than 18 years old, or between 18 and 21 years old if the court retains jurisdiction over the child(ren) and meets the eligibility under State law.
16. **Children’s Cabinet** - This cabinet coordinates the child and family focused service delivery system by emphasizing prevention, early intervention, and community-based services for all children and families. The Children’s Cabinet includes the Secretaries from the Departments of Budget and Management, Disabilities, Health, Human Services, and Juvenile Services, as well as the State Superintendent of Schools for Maryland State Department of Education. The Executive Director of the Governor’s Office for Children chairs the Children’s Cabinet.
17. **COMAR** – Code of Maryland Regulations available on-line at <http://www.dsd.state.md.us/COMAR/ComarHome.html>. A codification of the rules and regulations implementing State law and is published by the Maryland Secretary of State, Division of State Documents for implementing State law. Title 21 governs State procurement procedures. Title 07 governs programs under the Department of Human Services.
18. **Contract** – The Contract awarded to the successful Offeror pursuant to this RFP. The Contract will be in the form of **Attachment M.**
19. **Contract Commencement** - The date the Contract is signed by the Department following any required approvals of the Contract, including approval by the Board of Public Works, if such approval is required.
20. **Contractor** – The selected Offeror that is awarded a Contract by the State.
21. **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 RFP.
22. **Department of Budget and Management (DBM**) - DBM serves as the State’s central Personnel agency, and is the principal procurement agency over the Department. DBM’s major responsibilities also include budget development, supervision of budget execution, and revenue estimating.
23. **Department of Health (MDH)/Developmental Disabilities Administration (DDA) -** The Developmental Disabilities Administration provides leadership to assure the full participation of individuals with developmental disabilities and their families in all aspects of community life. In addition, DDA's goal is to promote their empowerment to access quality supports and services necessary to foster personal growth, independence and productivity.
24. **Maryland Department of Health (MDH)/Behavioral Health Administration (BHA)** -The Behavioral Health Administration manages a coordinated, comprehensive, and accessible, culturally sensitive, and age appropriate system of publicly funded services and supports for individuals who have psychiatric disorders and, in conjunction with stakeholders, provide treatment and rehabilitation in order to promote resiliency, health, and recovery
25. **Department of Human Services or (DHS or Department) -** Maryland’s fourth largest State agency that serves families and individuals who, due to financial hardship, disability, age, chronic disease, or any other cause, need help in obtaining the basic necessities of food and shelter. Children in particular are the concern of day care, foster care, adoption, and protective services that also extend to vulnerable adults.
26. **Discharge Plan** - A written document prepared by the Provider at least 30-days before a planned discharge, that includes: the name, address, telephone number and relationship of the individual with whom the child will be residing (if appropriate) upon discharge, a statement of unmet, identified and continuing needs, and the placing agency’s designated contact for the case.
27. **Discharge Planning** - Discharge planning is the process of planning for a child’s discharge from care that includes a plan for care and service supports needed by a child after transitioning from the RCC Program.
28. **Discharge Summary** - A written document prepared by the Provider within 30 calendar days after discharge, submitted to the LDSS, which includes: a final summary of the child’s performance in the Program; a summary of the child’s health, dental, and mental health records; a summary of services provided to the child; and the licensee’s recommendations for continuing services; and provide as much prior notice as possible to the LDSS and the parent whenever an unplanned discharge occurs.
29. **eMMA** – eMaryland Marketplace Advantage (see RFP **Section 4.2**).
30. **Family Involvement Meeting (FIM**) - Family Involvement Meetings are convened to engage families in making critical decisions for their children. FIMs provide a forum for families to be active partners in discussing child welfare involvement. Families are encouraged to bring members of their support network to the meeting, such as relatives or community members. FIMs are convened at key decision making points, called triggers.
31. **Family First Prevention Services Act (FFPSA)-** The Family First Prevention Services Act was passed and signed into law (P.L. 115-123) as part of the Bipartisan Budget Act on February 9, 2018. The Act establishes new federal policies for children who cannot remain safely at home.
32. **Foster Care** - Continuous 24-hour care and supportive services provided for a child placed by a LDSS in an approved family home.
33. **Go-Live Date** - The date, as specified in the Notice to Proceed, when the Contractor must begin providing all services required by this solicitation.
34. **Group Home (GHP)** - A licensed program that provides varying levels of care based on the abilities, disabilities and functioning of the children referred and placed, and includes 24-hour continuous care and supportive services for minor children that need more supervision than a relative, foster parent or treatment foster parent can provide.
35. **High Intensity Group Home (HIGH)** - A group home setting that provides intensive services to children presenting emotional and/or behavioral conditions requiring a higher level of structured supervision, behavior management and clinical intervention.
36. **Hot List** - A record maintained by the Department for Providers who may be out of compliance with licensing and/or the Contract requirements. Being on the Hot List prohibits or restricts the placement of children with Providers. Providers will be notified prior to being placed on the Hot List. Once the Provider is removed from the Hot List, placement of children with the Provider will resume.
37. **Individual Service Plan (ISP)** - The written description prepared by the Provider, which includes: a child’s needs; goals to be achieved; persons and agencies responsible for carrying out the plan; participants in the development of the plan; and programmatic elements to achieve identified goals, including: assessments; services; supports; education; and life skills training, as appropriate.
38. **Individual Treatment Plan (ITP)** - The written, comprehensive plan developed by the LDSS, the Provider, the parent, and the child which specifically identifies all the goals, objectives, strategies, services, and responsible parties and resources to address the assessed strengths and need areas of a child.
39. **Interagency Rates Committee (IRC**) - A committee of representatives from DHS, DJS, MDH, DBM, MSDE and the Governor’s Office for Crime Prevention, Youth and Victims Services (GOCPYVS) that reviews Providers’ budgets, programs and staffing to determine rates for the RCC Providers.
40. **Key Personnel** – All Contractor Personnel identified in the solicitation as such and that are essential to the work being performed under the Contract. See RFP **Sections 3.10**.
41. **Levels of Intensity (LOI)** - A process that identifies and defines the scope and intensity of services available to accommodate the diverse needs of children and their families. Service intensity levels distinguish the capabilities of Programs in five service domains. The five service domains are: Twenty-Four-Hour Milieu Care and Supervision, Clinical Treatment Services, Education Services, Health/Medical Services and Family Support Services. To the extent that service intensity levels clearly distinguish the capabilities of individual programs within each service category, they will be used in the process of making informed placement decisions (see Sections 2.3.22).
42. **Local Department of Social Services (LDSS or DSS or Local Department)** - The department of social services in the 24 jurisdictions or 23 counties in Maryland, and Baltimore City and Montgomery County Department of Health & Human Services, through which the Department administers all major social services programs
43. **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.
44. **Maryland State Department of Education (MSDE**) - The Maryland State Department of Education, under the leadership of the State Superintendent of Schools and guidance from the Maryland State Board of Education, develops and implements standards and policy for education programs from pre-kindergarten through high school. MSDE also oversees technical education, rehabilitation services, and library programs throughout the State’s 24 local systems.
45. **MSDE Division of Special Education - Early Intervention Services Nonpublic Section** -The division of the MSDE that provides oversight, supervision, and direction of the Nonpublic Tuition Assistance Program (NTAP) (Application Process, Data System, and Program Cost Setting) for the Local School Systems (LSSs) and the Nonpublic Special Education Schools. Additionally, MSDE provides technical assistance, service coordination, collaborative problem solving, and high accountability to all of the stakeholders: LDSSs, State agencies, and nonpublic special education schools.
46. **New Program** - A Program is considered "new" if one or both of the following exist:
47. The Program has recently been licensed and has not formerly held a rate through the IRC/ MSDE.
48. The Offeror is submitting a Proposal for a Program category which they have not previously served and the Offeror has submitted a rate request to the IRC/MSDE where the LOIs are significantly different (higher or lower) as compared to the LOI in the previous fiscal year.
49. **Normal State Business Hours** - Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: www.dbm.maryland.gov – keyword: State Holidays.
50. **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. Additional NTPs may be issued by either the Procurement Officer or the State Project Manager regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.
51. **NTP Date** – The date specified in a NTP for work on Contract, project, Task Order or Work Order to begin.
52. **Offeror** – An entity that submits a Proposal in response to this RFP.
53. **Office of Licensing and Monitoring (OLM)** - A unit of the Department that is responsible for enforcing the laws, rules and regulations that affect the licensing of those facilities and agencies providing foster care to children.
54. **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.
55. **Procurement Officer** – Prior to the award of any Contract, the sole point of contact in the State for purposes of this solicitation. After Contract award, the Procurement Officer has responsibilities as detailed in the Contract (**Attachment M**), and is the only State representative who can authorize changes to the Contract. The Department may change the Procurement Officer at any time by written notice to the Contractor.
56. **Proposal** – As appropriate, either or both of the Offeror’s Technical or Financial Proposal.
57. **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 1) that identifies the individual; or 2) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
58. **Quality Assurance** - The process for identifying gaps in services, evaluating and tracking the completeness and accuracy of service delivery based on compliance with statutory and regulatory requirements, and examining and monitoring the performance of staff.
59. **Quality Residential Treatment Program (QRTP)** - The Quality Residential Treatment Program is a specific category of a non-foster family home setting, for which title IV-E agencies must meet detailed assessment, case planning, documentation, judicial determinations and ongoing review and permanency hearing requirements for a child to be placed in and continue to receive title IV-E FCMPs for placement.
60. **Relative** - An individual who is related by blood, marriage, adoption or having a strong kinship bond that is caring for a minor child and is 21 years old or older, or is no less than 18 years old and lives with a spouse who is 21 years old or older.
61. **Request for Proposals (RFP)** – This Request for Proposals issued by the Department of Human Services (Department), with the Solicitation Number and date of issuance indicated in the Key Information Summary Sheet, including any amendments thereto.
62. **Resident** - A resident is a child placed in foster care and residing in a foster care placement setting.
63. **Residential Child Care Program (RCC or Program)** - An entity that provides 24–hour per day care for children within a structured set of services and activities that are designed to achieve specific objectives relative to the needs of the children served and that include the provision of food, clothing, shelter, education, social services, health, mental health, recreation, or any combination of these services and activities. A RCC includes those that are licensed by MDH, DHS or DJS and that are subject to the licensing regulations of the members of the Children’s Cabinet governing the operations of RCCs.
64. **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.
65. **State** – The State of Maryland.

MMM. **State Fiscal Year (SFY**) - July 1 of one year – June 30 of the next year.

NNN. **State Project Manager** – The State representative for this Contract who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring this Contract to ensure compliance with the terms and conditions of the Contract, monitoring MBE and VSBE compliance, and achieving completion of the Contract on budget, on time, and within scope. The State Project Manager may authorize in writing one or more State representatives to act on behalf of the State Project Manager in the performance of the State Project Manager’s responsibilities. The Department may change the State Project Manager at any time by written notice to the Contractor.

1. **Therapeutic Group Home (TGH) -** A group home setting that is clinically structured to provide mental health treatment.
2. **Total Proposal Price** - The Offeror’s total price for goods and services in response to this solicitation, included in Financial Proposal **Attachment B** – Financial Proposal Form.
3. **Trauma Informed Treatment Services-** An organizational structure and treatment framework that involves understanding, recognizing, and responding to the effects of all types of trauma.
4. **Type III Education** - A transitional instructional program provided to the residents of the Program, not to exceed an average of 60 school days, in a facility licensed by a unit of State government. COMAR 13A.09.10.20
5. **Veteran-owned Small Business Enterprise (VSBE)** – A business that is verified by the Center for Verification and Evaluation (CVE) of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.

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Appendix 2. – Offeror Information Sheet

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