

Request for Resume (RFR)
CATS+ Master Contract – 060B2490023-2016
All Master Contract Provisions Apply

Section 1 – General Information			
RFR Number: (ADPICS Reference BPO Number)	M00B9400149		
Functional Area (Enter One Only)	Functional Area 10 - IT Management Consulting Services		
Labor Category/s			
Labor Category 2.10.95 Project Manager			
Anticipated Start Date	10/1/2018		
Duration of Engagement	<i>Three (3) year base period: October 1, 2018 – September 30, 2021</i> <i>Two (2) one-year renewal options:</i> <i>October 1, 2021 – September 30, 2022</i> <i>October 1, 2022 – September 30, 2023</i>		
Designated Small Business Reserve? (SBR): (Enter "Yes" or "No")	Yes		
MBE Goal			0%
Issue Date: mm/dd/yyyy	8/7/2018	Due Date: mm/dd/yyyy	8/31/2018
		Time (EST): 00:00 am/pm	2:00 p.m. local time
Place of Performance	Maryland Department of Health (MDH) 201 W. Preston St Baltimore, MD 21201		
Special Instructions	<ol style="list-style-type: none"> 1. In the event that more than 10 proposals are received, the TO Procurement Officer may elect to exercise the following down-select process: <ol style="list-style-type: none"> a. An initial evaluation for all submitted resumes and documentation will be completed. Based on this evaluation, the proposed candidates will be technically ranked highest to lowest for technical merit based on RFR Section 4 – Personnel Qualifications. b. Offerors who submitted the top 10 technically ranked proposals will be notified of selection for candidate interviews. The TO Procurement Officer will follow the Selection/Award Process in RFR Section 6. c. All other Offerors will be notified of non-selection for this RFR. 2. Interviews will be performed by phone or in-person at the following location Maryland Department of Health 201 W. Preston St. Baltimore, MD 21201 		

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	3. At the TO Procurement Officer’s discretion, an interview via telephone, the web, e.g., Skype, GoToMeeting, WebEx, may be held in lieu of an in-person meeting. All candidates selected for interview shall be interviewed in substantially the same manner.		
Security Requirements (if applicable):	Selected personnel shall pass background checks and obtain State ID badges. Refer to RFR Attachment 7 – Criminal Background Check Affidavit for additional information.		
Section 2 – TO Procurement Officer Information			
TO Requesting Agency	Maryland Department of Health (MDH)		
TO Procurement Officer	Denise Coates	TO Procurement Officer phone number	410-767-5981
TO Procurement Officer email address	dcoates@maryland.gov		
TO Procurement Officer mailing address	201 West Preston Street Room 416A-1 Baltimore, Maryland 21201		
Section 3 – Scope of Work			
A. Background			
<p>This project management role shall develop the governance model including collaboration with an executive steering committee, the program management office, and collaboration with the business stakeholders to manage a large, distributed, and complex acquisition, implementation, and maintenance of a turnkey, commercial off-the-shelf (COTS) electronic health records (EHRs) system and revenue-cycle management for twelve (12) Maryland Department of Health (MDH) healthcare facilities. This system is referred to as the new or modern EHR system for MDH. Project management includes the coordination of evaluation options for hosting the application either in a State datacenter or in a managed environment from the Contractor.</p> <p>The system will replace the legacy Healthcare Management Information System (HMIS) used for census and billing, as well as a legacy pharmacy system and other clinical systems in use at certain facilities (as described herein). The new EHR system will support the admission/discharge/transfer (ADT), billing, collections, pharmacy, laboratory, order entry, clinical documentation, behavioral health, and long-term care (LTC) functions of the facilities.</p> <p>As mentioned above, this implementation will be installed in twelve (12) facilities throughout the State of Maryland. In addition to the Secure Evaluation and Therapeutic Treatment (SETT) program, these include five (5) psychiatric hospitals, two (2) Regional Institute for Children and Adolescent (RICA) facilities, two (2) developmental disabilities facilities, and two (2) chronic care hospitals. Each chronic care hospital operates a nursing home and rehabilitation center on campus and are considered separate operational units for census and billing purposes. The total average daily census is approximately 1,180. The smallest facility population is approximately 32 and the largest is approximately 377.</p> <p>This Project Manager (PM) will provide the leadership, expertise, methodologies, tools and templates to the Maryland Department of Health (MDH) to support its goal of initiating and sustaining a governance model on the EHR procurement and implementation. This project manager will have experience in business process re-engineering and collaboration of process standardization. The scope of this engagement includes working with the hospital leadership team:</p> <ol style="list-style-type: none"> a. Finalize EHR Business Stakeholders from both a hospital perspective as well as from an EHR functional capability. This individual will then finalize the governance model for the EHR Project. 			

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- b. Adjust as necessary approach to the EHR RFP requested by OPASS, AG Office, or DOIT Procurement.
- c. Work with the EHR Business stakeholders to walk through current processes, workflow, and reports of the various areas of EHR solution and see what consistent standardization processes can be incorporated into the EHR implementation phase.
- d. Lead the EHR Governance Program Management role consisting of interface between business stakeholders and EHR application provider, technical/business process configuration management and control, budget tracking, report generation to steering committee, issue tracking/resolution with vendor and business stakeholders, without management with application/infrastructure/EHR business processes.
- e. Implement a Change Management Control Process and manage throughout the duration of this contract. This includes requirements tracking, schedule, and delivery of base requirements. Key to this is to utilize an issue tracking and resolution system. Also implement a work order process to track the delivery of enhancements or additional services from the selected EHR system implementation vendor, manage the approval of these work orders through the Project Steering Committee, and ensure vendor performance, schedule, and deliverables match the work order agreement.

Individual must have experience in running large, complicated IT application installations as well as healthcare experience. The awardee is prohibited from performing under any Electronic Health Records (EHR) awards.

B. Job Description/s

Labor Category/s (From Section 1 Above)	Duties / Responsibilities
1. Project Manager (PM)	<ul style="list-style-type: none"> 1. Performs overall management for Contract support operations. Organizes, directs, and coordinates the planning and production of all Contract activities, projects and support activities, including those of subcontractors. Oversees the development of or develops work breakdown structures, charts, tables, graphs, major milestone calendars and diagrams to assist in analyzing problems and making recommendations. Demonstrates excellent written and verbal communications skills. Establishes and alters corporate management structure to direct effective and efficient Contract support activities. Must be capable of negotiating and making binding decisions for the Master Contractor. 2. Collaborates with business stakeholders as well as interfacing with senior leadership. 3. Finalize EHR Business Stakeholders from both a hospital perspective as well as from an EHR functional capability. This individual will then finalize the governance model for the EHR Project. 4. Adjust as necessary approach to the EHR RFP requested by OPASS/AG Office/or DOIT Procurement 5. Work with the EHR Business stakeholders to walk through current processes, workflow, and reports of the various areas of EHR solution and see what consistent standardization processes can be incorporated into the EHR implementation phase

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	<p>6. Lead the EHR Governance Program Management role consisting of interface between business stakeholders and EHR application provider, technical/business process configuration management and control, budget tracking, report generation to steering committee, issue tracking/resolution with vendor and business stakeholders, w/o management with application/infrastructure/EHR business processes.</p> <p>7. Manage the Change Order Management process throughout the duration of this contract. This includes issue resolution tracking and EHR Vendor work order changes.</p> <p>8. See Attachment 8 for a description of responsibilities and deliverables.</p>
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Section 4 – Personnel Qualifications

Experience Levels/Qualifications

Candidates will be evaluated on their ability to meet the minimum qualifications identified in Section 2.10 of the CATS+ Master RFP – 060B2490023-2016
<http://doit.maryland.gov/contracts/Documents/CATSPPlus2016/060B2490023-2016CATSPPlus2016RFP.pdf> in addition to the preferred experience/knowledge and skills listed below. Candidates possessing the preferred experience/qualifications/knowledge and skills below may receive a higher technical ranking.

Preferred Experience/Qualification/Knowledge/Skills

1. Project Manager (PM)	<p>a. Education:</p> <p>1. Bachelor’s Degree in Engineering, Computer Science, Information Systems, Business or related discipline. Master’s degree preferred.</p>
	<p>b. General Experience:</p> <p>1. At least twelve (12) years of experience in project or program management.</p>
	<p>c. Specialized Experience:</p> <p>1. Ten (10) years experience in the healthcare implementations</p> <p>2. At least ten (10) years experience managing the implementations of large complex IT Implementations within the last fifteen (15) years.</p> <p>3. At least (8) years of experience in development and operations of major IT systems, defined as an Information Technology software, platform, warehouse, or other combination of elements that function together to produce the capabilities required to fulfill a mission need (i.e. Enterprise Resource Planning (ERP) systems, Electronic Health Records (EHR) systems). Experience shall include application development implementations where multiple organizations and/or divisions were engaged in the implementation process, and duties performed included:</p> <ul style="list-style-type: none"> - driving coordination for infrastructure - application installation in development/testing/production environments - configuration of workflow in various business process areas - collaboration with senior level management on implementation

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	<ul style="list-style-type: none"> - organizational change management - identifying and ensuring requirements capabilities - acceptance testing - schedule management - issue resolution - budget and/or status reporting. <ol style="list-style-type: none"> 4. At least eight (8) years of experience in supervision and/or oversight of IT related programs or projects. 5. Three (3) years experience implementing and utilizing a Change Order Management System tracking issue through to resolution and managing application vendor changes to their contract. 6. Demonstrated a leadership role in at least three (3) successful projects that were delivered on time and on budget. 7. Active Project Management Institute (PMI) Certification or equivalent, as determined by the PO.
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Section 5 – Required Submissions

1. Master Contractors may propose only one candidate for each position requested.
2. Master Contractors electing not to propose in response to the RFR must submit a “Master Contractor Feedback Form” via the “Master Contractor Login” on the CATS+ web site.
3. Master Contractors proposing in response to the RFR must submit the documents below as separate files contained in two separate emails as follows:

Email 1 of 2 with “Technical”: Master Contractor Name, RFR number, & candidate name in the subject line.

 1. RFR Attachment 1 – RFR Resume Form for each labor category described in the RFR – submit one Attachment 1 for each candidate proposed. Attachment 1 shall include three (3) current references for each candidate proposed that can be contacted for performance verification for each candidate’s work experience and skills. Telephone number and email address of reference is needed.
 2. RFR Attachment 3 - Certification Regarding Investments in Iran.
 3. RFR Attachment 4 - Conflict of Interest Affidavit
 4. RFR Attachment 5 – Non-Disclosure Agreement TO Contractor
 5. RFR Attachment 6 - Living Wage Affidavit
 6. Narrative describing recent projects and how these projects meet the minimum and preferred criteria for the contract.
 7. Any relative documentation to demonstrate meeting the qualifications in RFR Section 4 – Personnel Qualifications.
 8. Copy of current PMI certificate, or equivalent (equivalency to be determined by the PO)

Email 2 of 2 as a password protected file with “Financial”: Master Contractor Name, RFR number, & candidate name in the subject line. The password must be unique for each candidate e-mail.

 1. RFR Attachment 2 - Price Proposal – submit a separate Attachment 2 – Price Proposal for each proposed candidate.

The TO Procurement Officer will contact Master Contractors to obtain the password to the financial proposal for those candidates that are deemed reasonably susceptible for award. Master Contractors who cannot provide a password that opens the file may be considered not susceptible for award. Subsequent submissions of financial content will not be allowed.

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Section 6 – Selection/Award Process

1. After completion of interviews, the remaining 10 proposals will be ranked for technical merit based on the following evaluation criteria:
 - A. Relevant technical skills
 - B. Experience
 - C. References
2. The TO Procurement Officer will only open the Price Proposals where the associated technical proposal/candidate has been classified as reasonably susceptible for award.
3. Price Proposals will be evaluated and ranked from lowest to highest price proposed.
4. When in the best interest of the State, the TO Procurement Officer may request, in writing, a financial Best and Final Offers (BAFOs). The State may make an award without issuing a request for a BAFO. The TO Procurement Officer will recommend award to the Master Contractor/s whose proposal is determined to be the best value to the State, considering price and the evaluation factors set forth above. In this evaluation, technical merit is considered to have greater weight. The TO Procurement Officer will initiate and deliver a Task Order Agreement to the selected Master Contractor/s. **Master Contractors should be aware that if selected, State law regarding conflict of interest may prevent future participation in procurements related to the RFR Scope of Work, depending upon specific circumstances.**

Section 7 – Invoicing Instructions

1. After the end of each month, the TO Contractor shall submit timesheets to the TO Manager, for review prior to submitting an invoice.
2. The TO Manager shall review, sign, and return the timesheets to the TO Contractor.
3. The TO Contractor shall send a copy of the signed timesheets with an invoice to the TO Manager to: John Molnar
4. The TO Contractor shall invoice the State monthly at the proposed hourly labor rate for actual hours worked, as documented in the approved timesheets.

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Attachment 1 - RFR Resume Summary Form – CATS+ RFR #

Proposed Key Personnel:	Master Contractor:			CATS+ Labor Category:	
Education: 1. Bachelor’s Degree from an accredited college or university in Engineering, Computer Science, Information Systems, Business or other related discipline.	Institution/Address:			Degree or Certification:	Year Completed:
				Field of Study:	
Generalized Experience: 1. At least twelve (12) years of experience in project or program management.	Start	End	Company/Job Title	Relevant Work Experience	
Specialized Experience: 1. Ten (10) years experience in the healthcare implementations 2. At least ten (10) years experience managing the implementations of large complex IT Implementations within the last fifteen (15) years. 3. At least (8) years of experience in development and operations of major IT systems, defined as an Information Technology software, platform,	Start	End	Company/Job Title	Relevant Work Experience	

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<p>warehouse, or other combination of elements that function together to produce the capabilities required to fulfill a mission need (i.e. Enterprise Resource Planning (ERP) systems, Electronic Health Records (EHR) systems).</p> <p>4. At least eight (8) years of experience in supervision and/or oversight of IT related programs or projects.</p> <p>5. Three (3) years experience implementing and utilizing a Change Order Management System tracking issue through to resolution and managing application vendor changes to their contract.</p> <p>6. Demonstrated a leadership role in at least three (3) successful projects that were delivered on time and on budget.</p>				
RFR Additional Requirements:	Start	End	Company/Job Title	Relevant Work Experience
<p>Preferred</p> <p>a. Education:</p> <p>1. Master's Degree from an accredited college or university in Engineering, Computer Science, Information Systems, Business or other related discipline.</p> <p>b. General Experience:</p> <p>1. At least twelve (12) years experience in the healthcare implementations.</p> <p>c. Specialized Experience:</p> <p>1. Ten (10) years experience in healthcare implementations.</p> <p>2. At least ten (10) years experience managing</p>				

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<p>the implementations of large complex IT Implementations within the last fifteen (15) years.</p> <p>3. At least (8) years of experience in development and operations of major IT systems, defined as an Information Technology software, platform, warehouse, or other combination of elements that function together to produce the capabilities required to fulfill a mission need (i.e. Enterprise Resource Planning (ERP) systems, Electronic Health Records (EHR) systems).</p> <p>4. At least eight (8) years of experience in supervision and/or oversight of IT related programs or projects.</p> <p>5. Three (3) years experience implementing and utilizing a Change Order Management System tracking issue through to resolution and managing application vendor changes to their contract.</p> <p>6. Demonstrated a leadership role in at least three (3) successful projects that were delivered on time and on budget.</p> <p>7. Active Project Management Institute (PMI) Certification or equivalent, as determined by the PO.</p>				
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CANDIDATE REFERENCES (List persons the State may contact as employment references)

Reference Name	Job Title or Position	Organization Name	Telephone / Email

The information provided on this form for this labor category is true and correct to the best of my knowledge:

Master Contractor Representative:

Proposed Key Personnel:

Signature

Signature

Printed Name:

Printed Name

Date

Date

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ATTACHMENT 2 - PRICE PROPOSAL – FOR MULTI-YEAR RFR

(This form is to be filled out by Master Contractors - Submit as the Financial Response with password protection)

Base Period 1 (one year)			
CATS+ Labor Category	A	B	C
	Fully Loaded Hourly Labor Rate	Evaluation Hours	Extended Price (A x B)
Project Manager	\$	2,000	\$
Total Base Period 1 Evaluation Price			\$
Base Period 2 (one year)			
CATS+ Labor Category	A	B	C
	Fully Loaded Hourly Labor Rate	Evaluation Hours	Extended Price (A x B)
Project Manager	\$	2,000	\$
Total Base Period 2 Evaluation Price			\$
Base Period 3 (one year)			
CATS+ Labor Category	A	B	C
	Fully Loaded Hourly Labor Rate	Evaluation Hours	Extended Price (A x B)
Project Manager	\$	2,000	\$
Total Base Period 3 Evaluation Price			\$
Renewal Period 1 (one year)			
CATS+ Labor Category	A	B	C
	Fully Loaded Hourly Labor Rate	Evaluation Hours	Extended Price (A x B)
Project Manager	\$	2,000	\$
Total Renewal Period 1 Evaluation Price			\$
Renewal Period 2 (one year)			
CATS+ Labor Category	A	B	C
	Fully Loaded Hourly Labor Rate	Evaluation Hours	Extended Price (A x B)
Project Manager	\$	2,000	\$
Total Renewal Period 2 Evaluation Price			\$
Total RFR (Sum of Periods 1-5 Prices)			\$

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Authorized Individual Name

Company Name

Title

Company Tax ID #

Signature

Date

The Hourly Labor Rate cannot exceed the Master Contract rate, but may be lower. Rates must be fully loaded, all inclusive, and shall include all direct and indirect costs for the Master Contractor to perform under the TOA. Evaluation Hours are for evaluation purposes only and do not represent actual hours to be worked or invoiced.

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ATTACHMENT 3 - CERTIFICATION REGARDING INVESTMENTS IN IRAN

Authority: State Finance & Procurement, §§17-701 – 17-707, Annotated Code of Maryland [Chapter 447, Laws of 2012.]

List: The Investment Activities in Iran list identifies companies that the Board of Public Works has found to engage in investment activities in Iran; those companies may not participate in procurements with a public body in the State. “Engaging in investment activities in Iran” means:

- A. Providing goods or services of at least \$20 million in the energy sector of Iran; or
- B. For financial institutions, extending credit of at least \$20 million to another person for at least 45 days if the person is on the Investment Activities In Iran list and will use the credit to provide goods or services in the energy of Iran.

The Investment Activities in Iran list is located at: www.bpw.state.md.us

Rule: A company listed on the Investment Activities In Iran list is ineligible to bid on, submit a proposal for, or renew a contract for goods and services with a State Agency or any public body of the State. Also ineligible are any parent, successor, subunit, direct or indirect subsidiary of, or any entity under common ownership or control of, any listed company.

NOTE: This law applies only to new contracts and to contract renewals. The law does not require an Agency to terminate an existing contract with a listed company.

CERTIFICATION REGARDING INVESTMENTS IN IRAN

The undersigned certifies that, in accordance with State Finance & Procurement Article, §17-705:

- (i) it is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in §17-702 of State Finance & Procurement; and
- (ii) it is not engaging in investment activities in Iran as described in State Finance & Procurement Article, §17-702.

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

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature and Date: _____

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ATTACHMENT 4 - CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

- A) "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- B) "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, offeror, contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.
- C) The bidder or offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.
- D) The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):
- E) The bidder or offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

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

Date: _____ By: _____

(Authorized Representative and Affiant)

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ATTACHMENT 5 – NON-DISCLOSURE AGREEMENT TO CONTRACTOR

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this ____ day of _____, 20__, by and between the State of Maryland (“the State”), acting by and through its Maryland State Department of Education (DoIT), (the “Department or Agency”), and _____ (“TO Contractor”), a corporation with its principal business office located at _____ and its principal office in Maryland located at _____.

RECITALS

WHEREAS, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for Project Manager for MDH Electronic Health Record (EHR) Project RFR No. (M00B9400149) dated _____, (the “RFR”) issued under the Consulting and Technical Services procurement issued by the Department or Agency, Project Number 060B2490023-2016; and

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

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

1. Regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such, Confidential Information means (1) any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement and (2) any and all personally identifiable information (PII) (including but not limited to personal information as defined in Md. Ann. Code, State Govt. § 10-1301(c)) and protected health information (PHI) that is provided by a person or entity to the TO Contractor in connection with this TO Agreement. Confidential Information includes, by way of example only, information that the TO Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the TO Agreement.
2. TO Contractor shall not, without the State’s prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information except for the sole and exclusive purpose of performing under the TO Agreement. TO Contractor shall limit access to the Confidential Information to the TO Contractor’s Personnel who have a demonstrable need to know such Confidential Information in order to perform under the TO Agreement and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the TO Contractor’s Personnel are attached hereto and made a part hereof as Exhibit A. Each individual whose name appears on Exhibit A shall execute a copy of this Agreement and thereby be subject to the terms and conditions of this Agreement to the same extent as the TO Contractor. TO Contractor shall update Exhibit A by adding additional names as needed, from time to time.
3. If the TO Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the TO Contractor’s performance of the RFR or who will otherwise have a role in performing any aspect of the RFR, the TO Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.
4. TO Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, to adopt or establish operating procedures and physical security measures, and to take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.

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

TO Contractor/TO Contractor’s Personnel:

TO Requesting Agency:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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EXHIBIT A – FOR THE NONDISCLOSURE AGREEMENT (TO CONTRACTOR)
TO CONTRACTOR’S EMPLOYEES AND AGENTS WHO WILL BE GIVEN ACCESS TO THE
CONFIDENTIAL INFORMATION

Printed Name and Address
of Employee or Agent

Signature

Date

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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ATTACHMENT 6 – LIVING WAGE AFFIDAVIT

Contract No. _____
Name of Contractor _____
Address _____
City _____ State _____ Zip Code _____

If the Contract is Exempt from the Living Wage Law

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

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

If the Contract is a Living Wage Contract

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

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

- All employee(s) proposed to work on the State contract will spend less than one-half of the employee’s time during every work week on the State contract;
- All employee(s) proposed to work on the State contract will be 17 years of age or younger during the duration of the State contract; or
- All employee(s) proposed to work on the State contract will work less than 13 consecutive weeks on the State contract.

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

Name of Authorized Representative: _____
Signature of Authorized Representative _____
Date: _____ Title: _____
Witness Name (Typed or Printed): _____
Witness Signature and Date: _____

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ATTACHMENT 7– CRIMINAL BACKGROUND CHECK AFFIDAVIT

AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the _____ (Title) _____ and the duly authorized representative of _____ (Master 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 _____ (Master Contractor) _____ has complied with Section 2.4, Security Requirements of the Department of Information Technology’s Consulting Technical Services RFP 060B2490023-2016 (CATS+).

I hereby affirm that the _____ (Master Contractor) _____ has provided Maryland Department of Health (MDH) with a summary of the security clearance results for all of the candidates that will be working on Task Order Project Manager for MDH Electronic Health Record (EHR) Project (M00B9400149) and all of these candidates have successfully passed all of the background checks required under Section 2.4.3 to the of the CATS+ RFP 060B2490023-2016. Master Contractors 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 Task Order.

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.

Master Contractor

Typed Name

Signature

Date

Submit within seven (7) days of NTP

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**ATTACHMENT 8- PROJECT MANAGER ROLE DEFINITIONS, RESPONSIBILITIES,
& DELIVERABLES**

1. ROLE DEFINITIONS	
A.	Task Order (TO) Procurement Officer – State staff person responsible for managing the RFR process up to the point of TO award.
B.	TO Manager – State staff person who oversees the work performance for the resource and administers the TO once it is awarded.
C.	TO Contractor – The CATS+ Master Contractor awarded a TO Agreement as a result of this RFR. The TO Contractor shall provide the resource and be accountable for the resource’s work performance under the TO Agreement.
2. SUBSTITUTION OF PERSONNEL	
A.	<p><u>DIRECTED PERSONNEL REPLACEMENT</u></p> <p>A. The Agency TO Manager may direct the Master Contractor to replace any contractor personnel who, in the sole discretion of the TO 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 or MDH, Contract, or RFR requirement.</p> <p>B. If deemed appropriate in the discretion of the TO Manager, the TO Manager shall give written notice of any personnel performance issues to the Master Contractor, describing the problem and delineating the remediation requirement(s). The Master Contractor shall provide a written Remediation Plan within three (3) days of the date of the notice. If the TO Manager rejects the Remediation Plan, the Master Contractor shall revise and resubmit the plan to the TO Manager within five (5) days of the rejection, or in the timeframe set forth by the TO Manager in writing. Once a Remediation Plan has been accepted in writing by the TO Manager, the Master Contractor shall immediately implement the Remediation Plan.</p> <p>C. Should performance issues persist despite the approved Remediation Plan, the TO Manager will give written notice of the continuing performance issues and either request a new Remediation Plan within a specified time limit or direct the removal and replacement of the contractor personnel whose performance is at issue. A request for a new Remediation Plan will follow the procedure described in Paragraph B.</p> <p>D. In circumstances of directed removal, the Master Contractor shall provide a suitable replacement for TO Manager approval within fifteen (15) days of date of the notification of directed removal, or the actual removal, whichever occurs first. However, if the TO Manager determines that the State’s best interests require removal of the contractor personnel with less than fifteen (15) days’ notice, the TO Manager can direct removal in shorter timeframe, including immediate removal.</p> <p>E. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation, as described above. However, the TO Manager reserves the right to direct immediate personnel replacement without utilizing the remediation procedure described above.</p> <p>F. 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 RFR or which otherwise may be available at law or in equity.</p>
B.	<p><u>SUBSTITUTION OF PERSONNEL PRIOR TO RFR EXECUTION (AND UP TO 30 DAYS AFTER RFR EXECUTION)</u></p> <p>Prior to Task Order Execution or within thirty (30) days after Task Order Execution, the Offeror may substitute proposed candidate only under the following circumstances: vacancy occurs due to the sudden termination, resignation, or approved leave of absence due to an Extraordinary Personnel Event, or death of such personnel. To qualify for such substitution, the Offeror must describe to the State's satisfaction the event necessitating substitution and must demonstrate that the originally proposed personnel are full-time employees with the Offeror (subcontractors, temporary staff or 1099 contractors do not qualify). Proposed substitutions shall be of equal</p>

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	<p>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.</p> <p>An Extraordinary Personnel Event – means 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.</p>	
C.	<p><u>SUBSTITUTION AFTER 30 DAYS POST RFR EXECUTION</u></p> <p>The procedure for substituting personnel after RFR execution is as follows:</p> <ol style="list-style-type: none"> 1. The Master Contractor may not substitute personnel without the prior approval of the Agency TO Manager. 2. To replace any personnel, the Master Contractor shall submit resumes of the proposed individual specifying the intended approved labor category. Any proposed substitute personnel shall have qualifications equal to or better than those of the replaced personnel. 3. Proposed substitute individual shall be approved by the Agency TO Manager. The Agency TO Manager shall have the option to interview the proposed substitute personnel and may require that such interviews be in person. After the interview, the Agency TO Manager shall notify the Master Contractor of acceptance or denial of the requested substitution. If no acceptable substitute personnel is proposed within the time frame established by the Agency TO Manager, the TO Agreement may be cancelled. 	
3. WORK HOURS		
A.	The PM will work an eight-hour day between the hours of 7:00 AM and 6:00 PM, Monday through Friday except for State holidays and Service Reduction days or other office closures, or an alternate work schedule with prior approval of the Agency TO Manager.	
B.	Duties also may require some evening and/or weekend hours billed on actual time worked at the proposed hourly rate.	
4. PROJECT MANAGER DELIVERABLES AND TIME OF PERFORMANCE		
ID #	Deliverable Description	Time of Performance
4.1	Finalized Governance Model providing listing of members of Steering Committee, Project Management Team, and Business Stakeholders	Forty-five (45) days after contract award
4.2	Finalized Process for Configuration Control Board. Finalized process for change management process outlining change requests, approval of requests with budget and schedule, escalation of issue resolution	Thirty (30) days after EHR procurement is finalized
4.3	Final submittal of standard process flows for the key areas of the EHR implementation. These include- RevCycle, EHR (Order Entry/Results Reporting, Clinical Decision Support, Clinical Documentation, Behavioral Health, Communication, Nursing, Providers, Therapies, Long Term Care, Infection Control, Teletherapies), Pharmacy, Laboratory	One hundred eighty (180) days after contract award
4.4	Submittal of EHR Steering Committee Progress Report. Report includes project schedule details tasks/due dates/responsible owners, current state of the project, issues, budget/spend status including ITPR status and budget owners) (Initiation of these monthly reports are due to begin 60 days after contract award).	Monthly reports; to begin sixty (60) days after contract award
4.5	Implementation of a project issue tracking system to manage key project delays, budget changes, personnel issues, procurement issues related to EHR Project implementation. Summary of high priority issues to be presented at Steering Committee Meeting monthly thereafter.	Project Issue Tracking system available sixty (60) days after Contract award; Monthly Report

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		on High Priority Issues to Project Steering Committee.
4.6	Implementation of a Work Order Tracking System for EHR Vendor to manage EHR application development services, workflow configuration outside of initial scope, and/or any other changes authorized through the Steering Committee process. Summary of substantial work order changes presented at Steering Committee Meeting monthly thereafter.	Project Additional Services Work Order Tracking System available at EHR Vendor Contract Award. Monthly Report on substantial project changes to Project Steering Committee.