



**CONSULTING AND TECHNICAL SERVICES (CATS)
TASK ORDER REQUEST FOR PROPOSALS (TORFP)**

**TRANSITION PLANNING AND ACQUISITION OF
IMPLEMENTATION SERVICES FOR MEDICAID
MANAGEMENT INFORMATION SYSTEM (MMIS)
IMPROVEMENTS**

CATS TORFP PROJECT M00P8206541

*Department of Health and Mental Hygiene
Office of Systems, Operations and Pharmacy
201 West Preston Street
Baltimore, Maryland 21201*

ISSUE DATE: WEDNESDAY, JANUARY 2, 2008

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KEY INFORMATION SUMMARY SHEET

This Consulting and Technical Services (CATS) Task Order Request for Proposals (TORFP) is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. All Master Contractors must complete and submit a Master Contractor Feedback form via the CATS web site regardless of whether a TO Proposal is submitted or not. The form is accessible via, your CATS Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS RFP issued by the Maryland Department of Budget and Management (DBM), Office of Information Technology (OIT) and subsequent Master Contract Project Number 050R5800338, including any amendments.

TORFP Title:	Transition Planning and Implementation Services for Medicaid Management Information System (MMIS) Improvements
Functional Area:	10 - IT Management Consulting Services
TORFP Issue Date:	Wednesday, January 2, 2008
Closing Date and Time:	Monday, February 4, 2008 at 2:00 PM
TORFP Issuing Agency:	Department of Health and Mental Hygiene Office of Systems, Operations and Pharmacy
Send Questions and Proposals to:	Karen Elsey Department of Health and Mental Hygiene Office of Systems, Operations and Pharmacy 201 West Preston Street Room SS-9 Baltimore, Maryland 21201 elseyk@dhhm.state.md.us
TO Procurement Officer:	Zena Morris Office Phone Number: 410-767-5794 Office FAX Number: 410-333- 5958
TO Manager:	Craig Smalls Office Phone Number: 410-767-5450 Office FAX Number: 410-333-7186
TO Project Number:	M00P8206541
TO Type:	Fixed Price
Period of Performance:	05/01/2008 – 10/31/2009 (18 months)
MBE Goal:	15%
Small Business Reserve (SBR):	Yes
Primary Place of Performance:	Office of Systems, Operations & Pharmacy 201 West Preston Street Baltimore, Maryland 21201
TO Pre-proposal Conference:	State Center 300 W. Preston Street Auditorium Baltimore, MD 21201 Tuesday, 01/08/2008 at 10:00 AM See Attachment 6 for directions.

January 2, 2008

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement. See Section 2.7 for information on change orders.

The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement; administration functions, including issuing written directions; ensuring compliance with the terms and conditions of the CATS Master Contract; and, in conjunction with the selected Master Contractor, achieving on budget/on time/on target (e.g., within scope) completion of the Scope of Work.

1.2 TO AGREEMENT

Based upon an evaluation of TO Proposal responses, a Master Contractor will be selected to conduct the work defined in Section 2 Scope of Work. A specific TO Agreement, Attachment 3, will then be entered into between the State and the selected Master Contractor, which will bind the selected Master Contractor (TO Contractor) to the contents of its TO Proposal, including the price proposal.

1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the stated date and exact time. The time will be local time as determined by DHMH e-mail system time stamp. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format. The "subject" line in the e-mail submission shall state the TORFP #M00P8206541. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS TORFP # M00P8206541Technical". The second file will be the financial response to this CATS TORFP and titled, "CATS TORFP # M00P8206541Financial". The following proposal documents must be submitted with required signatures as .PDF files with signatures clearly visible:

- Attachment 1 – Price Proposal
- Attachment 2 - MBE Forms D-1 and D-2
- Attachment 4 - Conflict of Interest and Disclosure Affidavit

1.4 MINORITY BUSINESS ENTERPRISE (MBE)

A Master Contractor that responds to this TORFP shall complete, sign, and submit all required MBE documentation (Attachment 2, Forms D-1 and D-2) at the time it submits its TO Proposal. **Failure of the Master Contractor to complete, sign, and submit all required MBE documentation at the time it submits its TO Proposal will result in the State's rejection of the Master Contractor's TO Proposal.**

1.5 CONFLICT OF INTEREST

The TO Contractor awarded the TO Agreement shall provide IT consulting services for State agencies or component programs with those agencies, and must do so impartially and without any conflicts of interest. Each Master Contractor shall complete and include a Conflict of Interest Affidavit in the form included as Attachment 4 this TORFP with its TO Proposal. If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject a Master Contractor's TO Proposal under COMAR 21.06.02.03B.

Master Contractors should be aware that the State Ethics Law, State Government Article, §15-508, might limit the selected Master Contractor's ability to participate in future related procurements, depending upon specific circumstances.

1.6 NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Offerors to review at a reading room at DBM, 45 Calvert Street, Annapolis, Maryland. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement in the form of Attachment 10. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

In addition, certain documentation may be required by the TO Contractor awarded the TO Agreement in order to fulfill the requirements of the TO Agreement. The TO Contractor, employees and agents who

review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement in the form of Attachment 11.

1.7 LIMITATION OF LIABILITY CEILING

Pursuant to Section 28(C) of the CATS Master Contract, the limitation of liability per claim under this TORFP shall not exceed the total TO Agreement amount established.

1.8 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

DBM OIT will be performing contract management oversight on the CATS master contract. As part of that oversight, DBM OIT has implemented a process for self-reporting contract management activities of CATS task orders (TO). This process shall typically apply to active TOs for operations and maintenance services valued at \$1 million or greater, but all CATS TOs are subject to review.

Attachment 12 is a sample of the TO Contractor Self-Reporting Checklist template. DBM OIT will send checklists out to applicable TO Contractors approximately three months after the Notice To Proceed date for a TO Agreement, and approximately every six months thereafter. The TO Contractor awarded the TO Agreement shall complete and return the TO Contractor Self-Reporting Checklist within two weeks of receipt as instructed on the checklist.

Abbreviations/Acronyms/Definitions

Aging	Department of Aging
BCM	Business Capability Matrix
BPM	Business Process Model
CATS	Consulting and Technical Services
CMS	Centers for Medicare and Medicaid Services
COMAR	Code of Maryland Regulations, available on –line at www.dsd.state.md.us
DBM	Department of Budget and Management
Department	The Department of Health and Mental Hygiene of Maryland (DHMH)
DHR	Department of Human Resources
EA	Enterprise Architecture
EA	Enterprise Architecture
EDI	Electronic Data Interchange
ESP	Enterprise Service Provider
HIPAA	Health Insurance Portability and Accountability Act of 1996
IAPD	Implementation Advanced Planning Document
IT	Information Technology
LAN	Local Area Network
MTAF	Maryland Technical Architecture Framework
MBE	Minority Business Enterprise
MCO	Managed Care Organization
MHIP	Maryland Health Insurance Plan
MITA	CMS Medicaid Information Technology Architecture
MMIS	Medicaid Management Information System
MSDE	Maryland State Department of Education
NTP	Notice to Proceed – For each deliverable you will receive a NTP, an official letter referencing what deliverable you are to proceed with and the time allowed to accomplish that deliverable. Upon completion of the NTP you will receive an Acceptance of Deliverable Form – see 13 Attachment 9.
Offeror	An entity that submits a proposal in response to this TORFP
OES	Office of Eligibility Services
OF	Office of Finance
OHS	Office of Health Services
OP	Office of Planning
OSOP	Office of Systems, Operations and Pharmacy
RFP	Request for Proposals
SBR	Small Business Reserve
SDLC	State Development Life Cycle*
SQL	Software Query Language
State	State of Maryland
T&M	Time and Materials
TO	Task Order
TO Contractor	Task Order Contractor for this TORFP
TORFP	Task Order Request for Proposals
Working Committee	State Staff with expertise in different areas

* See the following link for DBM's Systems Development Life Cycle:

http://www.dbm.maryland.gov/portal/server.pt?open=514&objID=458&qid=61387159&rank=16&parentname=SearchResult&parentid=1&mode=2&in_hi_us erid=1332&cached=true

SECTION 2 - SCOPE OF WORK

2.1 PURPOSE, BACKGROUND AND OBJECTIVES

2.1.1 PURPOSE

The Department of Health and Mental Hygiene, Office of Systems, Operations and Pharmacy (OSOP), is issuing this CATS TORFP to obtain a TO Contractor to assess the current MMIS system and current Medicaid processes and give the Department recommendations for a new MMIS system to replace the current one. The Department seeks the services of an experienced project management TO Contractor to prepare an Implementation Advanced Planning Document (IAPD) and corresponding Request for Proposals (RFP) using the approved recommendations. The IAPD is required by the Centers for Medicare and Medicaid Services (CMS) in order to obtain the maximum Federal Financial Participation (FFP) of 90% for claims functions and 50% for eligibility functions. It is the intent of the Department to manage this project in compliance with both the CMS Medicaid Information Technology Architecture (MITA) and Maryland Department of Budget and Management (DBM) Systems Development Lifecycle (SDLC) standards.

2.1.2 REQUESTING AGENCY BACKGROUND

The Department of Health and Mental Hygiene (DHMH) has the primary responsibility for the management of Medicaid's Medical Care Programs for the State of Maryland. The responsibilities of Medical Care Programs (MCP) are covered by five administrations: OSOP, Office of Health Services (OHS), Office of Planning (OP), Office of Finance (OF) and the Office of Eligibility Services (OES).

The mission of the Medical Care Programs is to assure access to medically necessary and appropriate health care services for Marylanders who cannot afford them. The Medical Care Programs strive to meet their obligations to clients and taxpayers by assuring them that quality services are provided in a cost effective and timely manner. The vision of the Medical Care Programs (Medicaid) is to ensure that all Marylanders have access to quality health care services regardless of their financial status through delivery systems that will be seen as models in the health care industry.

The organizational responsibility for this initiative has been placed with OSOP who manages the Medicaid Management Information System (MMIS), a federally mandated, on-line automated claims processing, adjudication and reporting system. The goals of the Medicaid Management Information System are to assure that eligible individuals receive the health care benefits to which they are entitled and that providers are reimbursed promptly and efficiently.

2.1.3 PROJECT BACKGROUND

Maryland's current MMIS was bid as a transfer system in 1992. It was based upon the system then in use in the State of Florida. The system is a direct descendant of the original MMIS applications

based upon the federal “Blue Book” specifications and technical architecture of the 1970’s. While many similar systems, like Maryland’s, are still functional, they are all plagued with problems.

The Medicaid Program has become increasingly complex, with service changes, eligibility changes, and new regulations. The rate of change in the Medicaid Program is among the greatest of any major program serving the public, whether government or privately operated. New program needs are difficult to address with the existing system. Labor-intensive “workarounds” are used to address these changes in the short-term, but do not represent a long-term solution. And, like other Medicaid programs, rising costs threaten the Program's long-term financial viability, pushing us to find ways to ensure that we deliver maximum value for the cost.

The Medicaid Program, which the currently operating MMIS was designed and built to support, was less complex than the program the system is expected to support today. Just a few of the major factors influencing the increase in complexity:

- The impact of frequent legal and regulatory changes emanating from two sources - State and federal agencies
- Revision of provider reimbursement methodologies
- Ongoing revisions to managed care programs
- Waiver programs
- Changing populations eligible for the program and the need for differentiation of segments within existing populations
- Changing approaches to quality and medical management
- HIPAA
- National Provider Identifier
- Medicare/Medicaid dual eligibility
- Medicare Part D
- Deficit Reduction Act

Finally, increasing program costs project that the search for new and better ways to manage the program and contain costs will continue unabated - supporting a continued high demand for software changes.

It is partly in response to these factors that MITA has been developed. Rather than continue to approach MMIS improvement without any real regard to the fundamental business needs and business processes of the Medicaid enterprise, the Centers for Medicare & Medicaid Services (CMS) is encouraging States to adopt the “best practices” in information technology investment that call for a business strategy-driven approach. Maryland welcomes this new framework and seeks to begin the MITA Transition Planning Process as a basis for future MMIS improvements.

2.1.4 OBJECTIVES

The objective of this TORFP is to acquire an experienced and qualified TO Contractor who will effectively and efficiently assist in the timely completion of the MITA Transition Planning, develop a detailed work plan and the acquisition of Implementation Services for Medicaid Restructuring and Medicaid Management Information System (MMIS) Improvements based on the MITA Assessment.

2.2 TECHNICAL REQUIREMENTS

A qualified TO Contractor must have organizational and individual staff experience in the following areas or demonstrate the capability to establish a contractual relationship(s) with a subcontractor(s) having such expertise and experience in:

- 1) Understanding the business processes of running a Medicaid Program and skills in bridging the communication gap between program and IT staff;
- 2) Developing CMS approved Implementation Advanced Planning Documents (IAPD) including cost analysis and alternatives;
- 3) Developing MMIS and Medicaid-related Requests for Proposal (RFP);
- 4) Understanding the Medicaid Information Technology Architecture (MITA) and the application of the Business Capability Matrix (BCM) of MITA version 2.0 to the preparation of the IAPD and developing evaluation approaches for technical and cost components of Requests for Proposals, and developing pricing models to employ for the evaluation and selection processes for the contract, e.g., fixed price, transaction volume based, cost-plus;
- 5) Advising customers, including programmatic staff, on strategic direction as it relates to technology and information systems; and
- 6) In addition, in order to be considered, TO Contractor must demonstrate the ability to begin the work described in this TORFP immediately after the awarding of this contract.
- 7) The TO Contractor shall establish operations for the duration of the contract in a facility that is within five (5) miles of the Department's Headquarters (201 West Preston Street, Baltimore, Maryland) and with direct access to the MTA (bus line, subway or light rail systems) in order to facilitate coordination between the TO Contractor and the Department or use the space for approximately six people that is available in the 201 W. Preston Street facility.
- 8) At the Department's facility, a reasonable level of the following items will be provided to all individuals whose services are acquired under this RFP:
 - a. Office space;
 - b. Office furniture (desk and chair);
 - c. Office supplies;
 - d. Telephone and access to fax equipment (local use only);
 - e. Access to photocopier(s) and printer(s); and
 - f. Personal computer with E-Mail and Internet services

2.2.1 DELIVERABLES

The TO Contractor shall produce the two major deliverables (See Deliverable/Delivery Schedule, starting on Page 21) outlined in this Task Order Request for Proposals (TORFP) – an Implementation Advance Planning Document (IAPD) (Task 1) and a Request for Proposals (RFP) to replace the current MMIS (Task 2) as a direct result of the Medicaid analysis. In addition, the TO Contractor shall produce the documents required by DBM's Systems Development Life Cycle (SDLC) for the corresponding phases of the project. The TO Contractor scope of work for each of the three components is described in the sections that follow this introduction.

For each written deliverable, draft and final, the TO Contractor shall submit to the TO Manager one hard copy and one electronic copy compatible with Microsoft Office 2000, Microsoft Project 2000 and/or Visio 2000.

The Department will have ten (10) business days after receipt of draft to accept, reject or accept the draft with conditions. The TO Contractor shall have five (5) business days to resubmit the required changes to the Department and submit final copy.

Drafts of all final deliverables are required at least two weeks in advance of when all final deliverables are due. Written deliverables defined as draft documents must demonstrate due diligence in meeting the scope and requirements of the associated final written deliverable.

Upon completion of a deliverable, the TO Contractor shall submit each deliverable in final form to the TO Manager for acceptance. The TO Contractor shall document such delivery in an Agency Receipt of Deliverable Form (Attachment 8). The TO Manager shall countersign the Agency Receipt of Deliverable Form indicating receipt of the contents described therein.

Upon receipt of a final deliverable, the TO Manager shall commence a review of the deliverable as required to validate its completeness and quality in meeting requirements. Upon completion of validation, the TO Manager shall issue to the TO Contractor notice of acceptance, acceptance with conditions or rejection of the deliverables in an Agency Acceptance of Deliverable Form (Attachment 9). In the event of acceptance with conditions or rejection, the TO Contractor shall correct the identified deficiencies or non-conformities. Subsequent project tasks shall not continue until deficiencies with a deliverable are rectified and accepted by the TO Manager or the TO Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks. Once the State's issues have been addressed and resolutions are accepted by the TO Manager, the TO Contractor will incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance. Accepted deliverables shall be invoiced within 30 days of final approval by the TO Manager in the applicable invoice format (Reference 2.6 Invoicing).

When presented for acceptance, a written deliverable defined as a final document must satisfy the scope and requirements of this TORFP for that deliverable. Final written deliverables shall not contain structural errors such as poor grammar, misspellings or incorrect punctuation, and must:

- A) Be presented in a format appropriate for the subject matter and depth of discussion;
- B) Be organized in a manner that presents a logical flow of the deliverable's content;
- C) Represent factual information reasonably expected to have been known at the time of submittal; and
- D) Present information that is relevant to the section of the deliverable being discussed.

The State required deliverables are defined below. Within each task, the TO Contractor may suggest other subtasks or deliverables to improve the quality and success of the project. The Department must give approval before any other subtask or deliverable is implemented.

2.2.1.1. Project Organization and Management

The TO Contractor shall manage the resources and activities of the project to ensure that schedule, quality and cost objectives are met. In any situation that arises where the TO Contractor believes there is a barrier to meeting these objectives, it is the TO Contractor's responsibility to inform the TO Manager immediately and to work collaboratively with the State to overcome the barrier(s)

without placing the ultimate objectives of the project at risk. The TO Contractor is required to efficiently and professionally perform all that may be required to manage the project to a successful conclusion. At a minimum, the TO Contractor shall:

- a) Conduct a project kick-off meeting, confirm project scope and objectives, develop a detailed work plan with time lines and a Gantt Chart, and establish status reporting and issue tracking processes within 5 calendar days of the agreed upon start of work;
- b) Report project status to the TO Manager weekly and to the Working Committee monthly. The report shall contain the work accomplished during the time period. The monthly status report shall be due on or before the fifteenth (15th) calendar day of each month following the reporting period. The weekly status report shall be due on the second (2nd) business day following the reporting period;
- c) Develop and deliver to the TO Manager templates/prototypes that define the format, content and level of detail to be provided in the deliverables to be produced under each phase. These templates/prototypes are considered project deliverables and are subject to State review and approval. Any misunderstandings with respect to format, content and level of detail of project deliverables that arise out of ambiguity in the previously delivered template/prototype must be remedied by the TO Contractor;
- d) Update the project work plan monthly as appropriate; and
- e) Provide recommendations to the TO Manager, as necessary, to:
 - o ensure that project risks are recognized and mitigated and that schedule, quality and cost objectives are met;
 - o provide sufficient qualified staff at the appropriate points in time to ensure efficient, effective and timely performance of the work required to meet project objectives; and
 - o produce professional quality deliverables that are approvable by DHMH, DBM and CMS, as appropriate.
- f) The Contractor shall prepare a Work Breakdown Structure (WBS) as part of its Project Management Plan and methodology explanation, using project-tracking software selected by the Department's Project Manager. The WBS shall provide a detailed work plan that identifies each project milestone and associated deliverable and describes the project work effort necessary to accomplish each milestone unless otherwise specified.

2.2.1.2 Develop Implementation Advanced Planning Document

The specific nature, scope and priority of Medicaid improvements will emerge as a result of development of an IAPD for implementation of the new MMIS. Since the IAPD analysis process for the new MMIS will also yield the specific operational areas to be improved, the TO Contractor shall be prepared to develop an IAPD that addresses all major changes to the Medicaid Program. The major TO Contractor tasks that are included, but not necessarily limited to this phase, are listed within this section.

2.2.1.2.A. Conduct IAPD Preparation Activities

The TO Contractor shall:

- 1) Review previously approved Maryland IAPD for background;

- 2) Develop and deliver to the State TO Manager templates/prototypes that define the format, content and level of detail to be provided in the IAPD within 20 calendar days from the Notice to Proceed (NTP);
- 3) Work with the TO Manager to schedule and conduct interviews and meetings to discuss the templates/prototypes and the outline for the IAPD with State staff. The TO Contractor shall conduct initial interviews, follow-up interviews and meetings to elicit State comments and shall amend the templates/prototypes that define the format, content and level of detail in the IAPD, as appropriate;
- 4) Gain or reinforce understanding of Maryland Technical Architecture Framework (MTAF) Guiding Principles; and
- 5) Join Maryland staff in meeting(s) with CMS and DBM, as directed by DHMH management.

2.2.1.2.B. Prepare IAPD Needs and Objectives Section

In order to conduct a self-assessment according to CMS guidelines based upon the taxonomy of business processes set forth in the Business Capability Matrix (BCM) included in the March 2006 MITA Framework 2.0 or later version and to prepare the IAPD Needs and Objectives Section, the TO Contractor will:

- 1) Assist the State in prioritizing the goals and objectives of the Medicaid program in sufficient detail to identify specific outcomes and performance measures;
- 2) Review the draft business process documentation previously prepared by State Staff (approximately 140 processes listed at the end of this document) to determine its value for incorporation into the self-assessment and, if valuable, to assist State staff in revising the processes within 30 calendar days from the NTP;
- 3) Develop Maryland State maturity level identification for all processes defined in the BCM of MITA 2.0 or a later version. Any additional processes identified by the TO Contractor are to be recorded;
- 4) Determine if additional processes are needed. Meet with State staff to discuss these processes, synthesize findings and produce appropriate process descriptions so that the final Maryland MITA self-Assessment shall be comprehensive and contain no gaps;
- 5) Define additional business processes based on interviews with State staff;
- 6) Walk State staff through a process whereby all pertinent questions are outlined and answered so that the self-assessment on the additional business processes can be completed. The primary role of State staff in this process will be to provide the information that the TO Contractor shall need to document current processes and develop maturity level identification;
- 7) Document relevant “as-is” technical architectures supporting Medicaid programs. The Medical Care Program has contracts with multiple business partners and stakeholders to perform a variety of functions within its five administrations. Private contractors, State agencies (including DHMH, DHR, Aging, MSDE, MHIP) are to be included in the assessment, to the extent Medical Care Program business processes occur within these organizations. A review of these contractors and their responsibilities is imperative in the analysis;

- 8) Assess the existing division of responsibilities between the Medical Care Program and its contractors and make recommendations for changes to improve the overall operational service levels to clients, providers and other State and Federal agencies;
- 9) Develop and document preliminary target capabilities for each functional area, based upon the gap between current maturity levels and Medicaid program goals and objectives. Assign provisional priorities to the target capabilities;
- 10) Document the results of the self-assessment in a manner consistent with the previously approved template/prototype and participate in a review process with State staff;
- 11) Revise the self-assessment document as stated in #10 above, at the request of the TO Manager to achieve State approval of the document; and
- 12) Complete the DBM SDLC Concept Proposal and support the DBM approval process for this phase of the SDLC deliverable.

The State aligns its business processes with the MITA Business Process Model (BPM), and assesses its current business capabilities for all business processes. This process establishes the State's As-Is baseline. The State then matches its future goals with the higher BCM Levels. The table below illustrates the As-Is/To-Be selections a State might make.

Sample State Self-Assessment Profile					
Business Process	Level 1	Level 2	Level 3	Level 4	Level 5
Enroll Provider			As-Is		
Audit Claim and Encounter	As-Is	To-Be			
Authorize Service		As-Is	To-Be		
Manage Provider Grievance and Appeal	As-Is		To-Be		
Inquire Member Eligibility		As-Is			
Inquire Payment Status		As-Is	To-Be		
Develop and Maintain Benefit Package	As-Is				

2.2.1.2.C. Prepare IAPD Requirements Analysis and Alternative Considerations

As part of preparing the requirements analysis and considering alternative solutions to meeting the requirements for a new MMIS, the TO Contractor shall define a Medicaid Enterprise Architecture (EA) that reconciles business goals and objectives for all Maryland Medical Care programs and partner agencies including DHMH, DHR, Aging, MSDE and MHIP. The EA shall use MITA technical principles, goals and objectives and Maryland's own Technical Architecture Framework,

as promulgated by DBM. The TO Contractor technical specialist shall work with State staff to develop a vision for the Maryland Medicaid Enterprise Architecture that integrates the MITA vision with the evolving Maryland Technical Architecture Framework. In this portion of the contract, the TO Contractor will help State staff explore opportunities to promote efficient data sharing among programs and departments who serve Medicaid clients, as envisioned by the MITA objectives. The EA is intended to form a foundation and framework to guide the development of the long-term strategic transition plan for implementing a new MMIS system. During this phase, the TO Contractor shall at a minimum complete the following major tasks:

- 1) Design and document a “to-be” EA framework that is consistent with MITA and State EA principles and Maryland Medical Care program business needs based on the following:
 - Business-enabling services that utilize common applications that can be adapted for Maryland specific use;
 - Access channels that support user access to applications via several devices (e.g. Web browsers, kiosks, PDAs, etc.) using standards;
 - Interoperability channels to allow system components to exchange data between the various computer systems utilized by the Medical Care Programs, its contractors, and its sister agencies in standard ways;
 - Data management and data sharing;
 - Performance measurement;
 - Security and privacy; and
 - Adaptability and extensibility.
- 2) Identify and document barriers to achieving the “to-be” EA and provide recommendations for overcoming these barriers;
- 3) Develop the MITA transition plan. The MITA self-assessment will have established current and desired maturity levels for all, or most, of the enterprise business processes and thus serves, in part, as a kind of “gap analysis.” The transition plan applies program priorities and business drivers, such as cost-benefit analysis, to lay out a feasible plan for incremental implementation of MMIS and related process improvements over a five-year period. The transition plan will support the business objectives defined in the State IT Master (Strategic) Plan, the Agency IT Master Plan and the Agency’s Managing for Results mission and goals, consistent with the MITA 2.0 expectation that States follow their own guidelines for Strategic Planning Documents;
- 4) Identify the nature and extent of the constraints on implementation – the determinants of feasibility. These might include, but would not be limited to: State capacity to absorb change, funding and costs, interagency barriers, interface capability limitations, marketplace capability to deliver solutions, etc.;
- 5) Develop and present alternative implementation approaches for discussion and State consideration;
- 6) Identify and recommend a long-term transition and implementation approach and plan. After receiving approval from the State, develop the transition plan, which includes necessary descriptive specifications, estimated timelines, and a cost model, which identifies the major cost drivers and permits “what-if”-style estimates to be generated by varying assumptions about the major cost drivers;
- 7) The transition and implementation plan must explicitly identify, with State approval, the next phase of Medicaid systems improvement to be described in the RFP to be prepared by the TO Contractor;

- 8) Document the transition and implementation plans in a form suitable for future reference and incorporation into presentations to DHMH executives and control agencies, including but not necessarily limited to DBM and CMS; and
- 9) Complete the DBM SDLC System Concept Development Phase Products: the Information Technology Project Request and the System Boundary Document.

2.2.1.2.D. Prepare IAPD Cost Benefit Analysis Section

In order to prepare the Cost Benefit Analysis section of the IAPD, the TO Contractor will:

- 1) Propose a methodology for preparation of the Cost Benefit Analysis of the State approved implementation plan which may include a number of alternative scenarios;
- 2) Document assumptions and constraints that will govern the Cost Benefit Analysis;
- 3) Develop a detailed financial model using Microsoft Excel to support the Cost Benefit analysis;
- 4) For each alternative prepare cost schedules implementation and operational phases;
- 5) Prepare a schedule of benefits and savings; and
- 6) Obtain State approval for the Cost Benefit Analysis that will be used by the State to approve a final implementation plan.

2.2.1.2.E. Prepare IAPD Budget and Cost Distribution Section

In preparing the Budget and Cost Distribution section of the IAPD, the TO Contractor will:

- 1) Prepare a proposed budget and cost distribution by funding source (federal or state dollars) for the Design, Development and Implementation of the new MMIS;
- 2) Prepare a proposed budget and cost distribution by funding source for the planned operational phase of the new MMIS; and
- 3) Obtain State approval for the proposed budget and cost distribution by funding source.

2.2.1.2.F. Prepare IAPD Personnel Resources Section

- 1) Prepare a recommended Project Organization structure and staffing plan for MMIS Development and operations of the new system; and
- 2) Obtain State approval of the proposed organization structure and staffing plan.

2.2.1.2.G. Prepare IAPD Project Management Plan Section

- 1) Prepare a recommended Project Management Plan to manage project scope, timing, costs and risks;
- 2) Obtain State approval of the Proposed Project Management Plan; and
- 3) Complete the DBM SDLC System Concept Development Phase Products: Risk Management Plan. The TO Contractor shall support the DBM approval process for the SDLC deliverables.

2.2.1.2.H. Prepare IAPD Activity Schedule Section

- 1) Develop a schedule of activities and associated timeline to support the procurement and implementation of the new MMIS;

- 2) Work closely with State staff to understand the various assumptions and constraints that will impact the changes and other components of the timeline to be included in the IAPD; and
- 3) Obtain State approval of the proposed activity schedule and timeline.

2.2.1.2.I. Prepare IAPD Period of Use Section

- 1) Provide a recommended period of use statement based upon the implementation and operations approach selected by the State for the new MMIS; and
- 2) Obtain State approval for the period of use statement.

2.2.1.2.J. Prepare IAPD Security/Disaster Recovery Section

- 1) Provide a statement covering the requirements of the subsequent MMIS RFP to include Security and Disaster Recovery plans sufficient to conform to applicable federal regulations identified in 45 CFR 95.621 as well as HIPAA; and
- 2) Obtain State approval for the Security/Disaster Recovery statement.

2.2.1.2.K. Prepare IAPD Executive Overview Section

- 1) Prepare an Executive Overview of the IAPD based on the approved components produced in the previous subtasks; and
- 2) Obtain State approval for the Executive Overview.

2.2.1.2.L. Obtain DHMH, DBM and CMS Approval of IAPD

- 1) Draft all of the components required for a “CMS-approvable” IAPD;
- 2) Participate in a review process with State staff, revising as necessary to achieve State approval of the IAPD;
- 3) After the IAPD is submitted to CMS, prepare responses to CMS questions and make changes to the IAPD, as directed by the State, to achieve CMS approval of the IAPD;
- 4) Prepare the IAPD update (IAPD-U) that is expected to be required after the completion of any acquisition of development and implementation services; and,
- 5) Complete the DBM SDLC System Concept Development Phase Products: the Project Management Charter, the Information Technology Project Request, and the System Boundary Document. The TO Contractor shall support the DBM approval process for the SDLC deliverables.

2.2.1.3. Develop MMIS RFP

The TO Contractor shall prepare a development and implementation RFP for a new MMIS based upon the scope and approach developed in the approved IAPD. The TO Contractor shall work collaboratively with DBM throughout this phase. While DBM administers the acquisition and provides some generic RFP content, all substantive RFP content, including, but not limited to vendor scope-of- work (SOW), “to-be” specifications, evaluation criteria, program background and description, etc. shall be the responsibility of the TO Contractor, subject to DHMH and CMS approval. The major TO Contractor tasks that are included, but not necessarily limited to, during this phase are listed below. The TO Contractor shall:

2.2.1.3.A. Conduct RFP Preparation Activities

- 1) Review previously approved Maryland RFP's for background;
- 2) Request and review Department standard RFP language and confirm understanding of the standards;
- 3) Develop and deliver to the TO Manager templates/prototypes that define the format, content and level of detail to be provided in the deliverables to be produced under this task, in advance of the actual production of those deliverables within 90 calendar days from the NTP;
- 4) Work with the TO Manager to schedule initial interviews, follow-up interviews and meetings to discuss State comments on TO Contractor-produced drafts, as appropriate. The TO Contractor shall conduct initial interviews, follow-up interviews and meetings to discuss State comments on TO Contractor-produced drafts, as appropriate;
- 5) Identify critical procurement issues and present options and recommendations to the State for overall RFP bidding strategy, approaches and objectives; and
- 6) Join Maryland staff in meeting(s) with CMS and DBM, as directed by DHMH management.

2.2.1.3.B. Prepare RFP timetable for submission of questions, proposals, and other key events in the procurement process

- 1) Develop draft timetable for RFP procurement events and submit for review;
- 2) Review draft with the Department and incorporate required changes; and
- 3) Obtain State approval for the RFP timetable.

2.2.1.3.C. Prepare RFP Contractor's scope of work, covering all aspects of system analysis, design, development, testing, training, implementation, operation and transition

- 1) Conduct facilitated requirements review sessions to document the contractor's proposed scope of work;
- 2) Develop draft contractor's scope of work and submit for review;
- 3) Review draft with the Department and incorporate required changes; and
- 4) Obtain State approval for the contractor's scope of work.

2.2.1.3.D. Prepare RFP Itemized deliverables

- 1) Develop a draft list of deliverables to be required of the contractor and submit for review;
- 2) Review draft with the Department and incorporate required changes; and
- 3) Obtain State approval for the Itemized Deliverables list.

2.2.1.3.E. Prepare RFP Contractual performance requirements and consequences for failure to meet them

- 1) Develop draft functional, technical and operational performance requirements for the contractor as well as consequences for failure to meet those requirements and submit for review;
- 2) Review draft with the Department and incorporate required changes; and
- 3) Obtain State approval for the Performance Requirements.

2.2.1.3.F. Prepare RFP Contract template, computer access agreement, required work procedures, and project methodology document

- 1) Develop draft standard contractual requirements including contracts, data access agreements, required work procedure and project methodology requirements and submit for review;
- 2) Review draft with the Department and incorporate required changes; and
- 3) Obtain State approval for the standard contract requirements.

2.2.1.3.G. Prepare RFP Ongoing maintenance strategy

- 1) Prepare alternative approaches and recommendations for ongoing maintenance of the new MMIS after implementation;
- 2) Develop draft maintenance strategy for the selected approach and submit for review;
- 3) Review draft with the Department and incorporate required changes; and
- 4) Obtain State approval for the maintenance strategy.

2.2.1.3.H. Prepare RFP Requirements for preparation of the cost and technical proposals

- 1) Prepare alternative options and approaches and recommendations for preparation of the cost and technical submissions of the RFP;
- 2) Develop draft cost and technical proposal requirements for the selected approach and submit for review;
- 3) Review draft with the Department and incorporate required changes; and
- 4) Obtain State approval for the cost and technical proposal requirements.

2.2.1.3.I. Prepare RFP Method of proposal evaluation and evaluation criteria

- 1) Prepare alternative options and approaches and recommendations for scoring of the cost and technical submissions of the RFP;
- 2) Develop draft cost and technical proposal scoring requirements for the selected approach and submit for review;
- 3) Review draft with the Department and incorporate required changes; and
- 4) Obtain State approval for the cost and technical proposal scoring requirements.

2.2.1.3.J. Prepare RFP Contractual terms and conditions

- 1) Prepare draft recommended RFP contractual terms and conditions in addition to State standard requirements and submit for review;
- 2) Review draft with the Department and incorporate required changes; and
- 3) Obtain State approval for the contractual terms and conditions.

2.2.1.3.K. Prepare RFP Terms and conditions for management of subcontractors

- 1) Prepare draft recommended RFP contractual terms and conditions for management of subcontractors in addition to State standard requirements and submit for review;
- 2) Review draft with the Department and incorporate required changes; and
- 3) Obtain State approval for the contractual terms and conditions for management of subcontractors.

2.2.1.3.L. Prepare RFP Schedule of payments associated with deliverables

- 1) Develop draft schedule of payments for each deliverable identified in the RFP and submit for review;
- 2) Review draft with the Department and incorporate required changes; and
- 3) Obtain State approval for the schedule of payments associated with deliverables.

2.2.1.3.M. Assemble supplementary information such as program statistics and current system documentation

- 1) Identify and obtain supplementary information to provide background for the contractors to develop their proposals;
- 2) Establish a bidders library of reference materials that are too large to include in the RFP as an appendix;
- 3) Review draft with the Department and incorporate required changes; and
- 4) Obtain State approval for the supplementary information.

2.2.1.3.N. Obtain DHMH, DBM and CMS approval of RFP

- 1) Prepare final draft of RFP based on approved subsections developed previously;
- 2) Participate in a review process with State staff, fixing defects as necessary, to achieve approval of the RFP; and
- 3) Assist the department in obtaining approvals from DBM and CMS.

2.2.1.3.O. Provide Procurement Assistance

The RFP will be issued upon CMS approval. As with all major procurements, the acquisition of development and implementation services shall be conducted under the auspices of the Maryland DBM. The TO Contractor shall prepare a proposal evaluation program and train evaluators, provide acquisition support, and complete the DBM SDLC planning phase product and the Project Management Plan. The major TO Contractor subtasks that are included during this task are listed below. The TO Contractor shall:

- 1) Prepare the Proposal Evaluation Plan;
- 2) Conduct evaluation training for proposal evaluation team;
- 3) Provide support for a pre-bid vendor conference, if one is conducted;
- 4) Prepare written answers to vendor questions during the acquisition process, as directed by DHMH;
- 5) Perform research, analysis or similar support tasks during the evaluation process, as directed by DHMH. Such support may encompass programmatic, technical, financial, strategic or other areas;
- 6) Perform research, analysis or similar support tasks during the contract negotiation process, as directed by DHMH. Such support may encompass programmatic, technical, financial, strategic or other areas;
- 7) Complete the DBM SDLC Planning Phase Product: the Project Management Plan; and
- 8) Support the DBM approval process for the SDLC deliverable.

2.2.2 DELIVERABLE/ DELIVERY SCHEDULE

***Notice to Proceed – For each deliverable you will receive a NTP, an official letter referencing what deliverable(s) you are to proceed with and the time allowed to accomplish that deliverable as defined below.

ID	Deliverables	Expected Completion:
2.2.1.1	Project Organization and Management	
	A. Present Initial Work Plan to TO Manager before kick-off meeting	NTP + 5 Calendar Days
	B. Conduct a kick-off meeting to confirm project scope and objectives	NTP + 10 Calendar Days
	C. Report Project Status	Weekly with TO Project Manager and Monthly with State Work Group
	D. Update Project Work Plan and provide recommendations	NTP + monthly
2.2.1.2.	Develop Implementation Advanced Planning Document	
2.2.1.2.A	Conduct IAPD Preparation Activities – Prepare IAPD, conduct kick-off meeting to confirm project scope and objectives, review previously approved Maryland PAPD for background	NTP + 60 Calendar Days
	1) Work with TO Manager to schedule and conduct interviews and meetings	
	2) Conduct interviews and meetings	
	3) Gain an understanding of MTAF	
	4) Join Maryland staff in meetings with CMS and DBM	
2.2.1.2.B.	Prepare IAPD Needs and Objectives Section following DBM SDLC standards	NTP + 90 Calendar Days
	1) Assist State in prioritizing goals and objectives	
	2) Review draft business processes	
	3) Assist State staff in revising the draft business processes	
	4) Develop maturity level identification for all processes	
	5) Meet with State staff to discuss additional processes	
	6) Produce FINAL MITA Self Assessment document	
	7) Define additional business processes	
	8) Walk State staff through process	
	9) Document “as-is” technical architecture	
	10) Assess the existing divisions of responsibilities between State staff and contractors and make recommendations	
	11) Develop and document preliminary target capabilities – self-assessment	
	12) Document results of self-assessment. Participate in review process	
	13) Revise self-assessment at request of TO Manager	

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	14) Complete Concept Proposal - SDLC	
2.2.1.2.C.	Prepare IAPD Requirements Analysis and Alternative Considerations	NTP + 60 Calendar Days
	1) Prepare Requirements Analysis	
	2) Define a Medicaid Enterprise Architecture	
	3) Identify & document barrier to achieving the “to-be” EA and provide recommendations for overcoming barriers	
	4) Develop MITA transition plan	
	5) Identify the nature and extent of constraints	
	6) Develop and present alternative implementation approach	
	7) Document transition plan and implementation plans	
	8) Complete SDLC documents; System Concept Development Phase Products	
	9) Complete ITPR Request	
	10) Complete System Boundary Document	
2.2.1.2.D.	Prepare IAPD Cost Benefit Analysis Section	NTP + 60 Calendar Days
2.2.1.2.E.	Prepare Budget and Cost Distribution Section	NTP + 60 Calendar Days
2.2.1.2.F.	Prepare IAPD Personnel Resource Section	NTP + 60 Calendar Days
2.2.1.2.G.	Prepare IAPD Project Management Plan Section	NTP + 60 Calendar Days
2.2.1.2.H.	Prepare IAPD Activity Schedule Section	NTP + 60 Calendar Days
2.2.1.2.I.	Prepare IAPD Period of Use Section	NTP + 60 Calendar Days
2.2.1.2.J.	Prepare IAPD Security/Disaster Recovery Section	NTP + 60 Calendar Days
2.2.1.2.K.	Prepare IAPD Executive Overview Section	NTP + 60 Calendar Days
2.2.1.2.L.	Obtain DHMH, DBM and CMS Approval of IAPD	NTP + 60 Calendar Days
2.2.1.3	Develop MMIS RFP	
2.2.1.3.A.	Conduct RFP Preparation Activities using State approved recommendations and conduct a kick-off meeting to confirm project scope and objectives	NTP + 90 Calendar Days
2.2.1.3.B.	Prepare RFP timetable for submission of questions, proposals, and other key events in the procurement process	NTP + 90 Calendar Days
2.2.1.3.C.	Prepare RFP Contractor’s Scope of Work – all aspects following DBM SDLC standards	NTP + 90 Calendar Days
2.2.1.3.D.	Prepare RFP Itemized Deliverables	NTP + 90 Calendar Days
2.2.1.3.E.	Prepare RFP Contractual performance requirements and consequences for failure to meet them	NTP + 90 Calendar Days
2.2.1.3.F.	Prepare RFP Contract template, computer access agreement, required work procedures and project methodology document.	NTP + 90 Calendar Days
2.2.1.3.G.	Prepare RFP On-going Maintenance Strategy	NTP + 90 Calendar Days
2.2.1.3.H.	Prepare RFP Requirements for preparation of the cost and technical proposals	NTP + 90 Calendar Days
2.2.1.3.I.	Prepare RFP Method of proposal evaluation and evaluation criteria	NTP + 90 Calendar Days

2.2.1.3.J.	Prepare RFP Contractual terms and conditions	NTP + 90 Calendar Days
2.2.1.3.K.	Prepare RFP Terms and conditions for management of subcontractors	NTP + 90 Calendar Days
2.2.1.3.L.	Prepare RFP Schedule of payments associated with deliverables	NTP + 90 Calendar Days
2.2.1.3.M.	Assemble supplementary information such as program statistics and current system documentation	NTP + 90 Calendar Days
2.2.1.3.N.	Obtain DHMH, DBM and CMS approval of RFP	NTP + 60 Calendar Days
2.2.1.3.O.	Provide Procurement Assistance	As requested by State throughout this contract.

2.2.3 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects, which may be created or changed periodically. The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting project execution. These may include, but are not limited to:

- A) The State’s System Development Life Cycle (SDLC) methodology at: www.dbm.maryland.gov - keyword: SDLC;
- B) The State Information Technology Security Policy and Standards at: www.dbm.maryland.gov - keyword: Security Policy;
- C) The State Information Technology Project Oversight at: www.dbm.maryland.gov - keyword: IT Project Oversight;
- D) The State of Maryland Enterprise Architecture at www.dbm.maryland.gov - keyword: MTAF Guiding Principles; and
- E) The TO Contractor shall follow the project management methodologies that are consistent with the Project Management Institute’s Project Management Body of Knowledge Guide. TO Contractor’s staff and subcontractors are to follow a consistent methodology for all TO activities.
- F) 11205 90 Percent FFP – General Regulatory Requirements:

FFP is available at 90 percent for expenditures for design, development, installation, or enhancement of a mechanized claims processing and information retrieval system. To receive 90 percent FFP, a system proposal described in the APD must be approved by CMS prior to your expenditure of funds. CMS approves the system proposal if the following conditions are met (see 42 CFT 433.1122):

- o CMS determines the system is likely to provide more efficient, economical and effective administration of the State plan.
- o The system meets the system requirements and performance standards in Part 11, as periodically revised.
- o The system is compatible with the claims processing and information retrieval systems used in the administration of Medicare for prompt eligibility verification and for processing claims for persons eligible for both programs.
- o The system supports the data requirements of the Peer Review Organizations (PROs) established under Part B of the title XI of the Act.
- o The State owns any software designed, developed, installed or enhanced with 90 percent FFP.

- The Department has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and authorize others to use for Federal Government purposes, software, modifications to software, and documentation that is designed, developed,

2.3 TO CONTRACTOR EXPERTISE REQUIRED

Qualifications; Knowledge and experience with:

State Medicaid automation systems;

State Medicaid programs;

Information technology (IT) strategic planning in high transaction volume, large user population public sector environments;

Experience in producing Maryland DBM SDLC documentation;

Current technology methods, tools and trends, especially as they relate to upgrading and replacing legacy systems;

State government acquisition of IT development and implementation services, from RFP development through vendor selection;

Development of RFP's for use in state government acquisitions; and

Performance of similar or analogous tasks – analysis, planning, funding requests, acquisition support – for multiple state agencies and in multiple states.

2.4 TO CONTRACTOR MINIMUM QUALIFICATIONS

The following minimum qualifications are mandatory. The TO Contractor shall be capable of furnishing all necessary services required to successfully complete all tasks and work requirements and produce high quality deliverables described herein. The TO Contractor shall demonstrate, in its proposal, that it possesses such expertise in-house (at least 70% of the project) or has fostered strategic alliances with other firms for providing such services:

Previous demonstrated experience in developing CMS approved APDs and RFPs;

Experience in process assessment using maturity models;

Experience working with MMIS Systems; and

MITA related experience

2.5 RETAINAGE

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 in the event that the contractor otherwise materially breaches the terms and conditions of the contract. 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. St. Fin. & Proc. §15-215 through §15-223 and with COMAR 21.10.02.

2.6 INVOICING

Payment will only be made upon completion and acceptance of the deliverables as defined in 2.2.3 Deliverable/Delivery Schedule.

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS Master Contract. Invoices for payment shall contain the TO Contractor's Federal Employer Identification Number (FEIN), as well as the information described below, and must be submitted to the TO Manager for payment approval. Payment of invoices will be withheld if a signed Acceptance of Deliverable form – Attachment 9, is not submitted.

The TO Contractor shall submit invoices for payment upon acceptance of separately priced deliverables, on or before the 15th day of the month following receipt of the approved notice(s) of acceptance from the TO Manager. A copy of the notice(s) of acceptance shall accompany all invoices submitted for payment.

2.6.1 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A) The invoice shall identify the Department of Health and Mental Hygiene, Office of Systems, Operations and Pharmacy as the TO Requesting Agency, deliverable description, associated TO Agreement number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number;
- B) The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees and any subcontractor and signed Acceptance of Deliverable form – Attachment 9, for each deliverable being invoiced) submitted for payment at the following address:

Department of Health and Mental Hygiene
Craig Smalls, Director
Office of Systems, Operations and Pharmacy
201 W. Preston Street, Room SS-18
Baltimore, MD 21201
- C) 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 TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

2.6.2 MBE PARTICIPATION REPORTS

Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS Master Contract by the 15th day of each month. The TO Contractor shall provide a completed MBE Participation form (Attachment 2, Form D-5) to DHMH, OSOP at the same time the invoice copy is sent. The TO Contractor shall ensure that each MBE Subcontractor provides a completed MBE Participation Form (Attachment 2, Form D-6). Subcontractor reporting shall be sent directly from the subcontractor to DHMH, OSOP. DHMH, OSOP will monitor both the TO Contractor's efforts to achieve the MBE participation goal and compliance with reporting requirements. The TO Contractor shall email all completed forms, copies of invoices and checks paid to the MBE directly to the TO Procurement Officer and TO Manager.

2.7 REPORTING

The TO Contractor and the TO Requesting Agency shall conduct weekly progress meetings. A weekly project progress report shall be submitted two days in advance prior to the discussion to the TO Manager and shall contain, at a minimum, the following information:

- TO Requesting Agency name, TO Number, functional area name and number, reporting period and “Progress Report” to be included in the e-mail subject line;
- Work accomplished during the weekly period;
- Deliverable progress, as a percentage of completion;
- Problem areas including scope creep or deviation from the work plan;
- Planned activities for the next reporting period;
- Gantt chart updated from the original to show actual progress; as applicable, explanations for variances and plan for completion on schedule; and
- An accounting report for the current reporting period and a cumulative summary of the totals for both the current and previous reporting periods. The accounting report shall include amounts invoiced-to-date and paid-to-date.

2.8 CHANGE ORDERS

If the TO Contractor is required to perform additional work, or there is a work reduction due to unforeseen scope changes, the TO Contractor and TO Manager shall negotiate a mutually acceptable price modification based on the TO Contractor’s proposed rates in the Master Contract and scope of the work change. No scope of work modifications shall be performed until a change order is executed by the TO Procurement Officer.

2.9. END OF TRANSITION PLAN

The TO Contractor shall have an End of Contract Transition Plan. This plan shall include the transitioning of all DHMH owned equipment, data, software, service, security certificates and maintenance activities to a new TO Contractor or back to the State. The TO Contractor shall support end of contract transition efforts with technical and project support at no additional cost to the State.

a) A Transition Plan is due within thirty (30) days of being notified by the Department of a final contract end-date. The transition plan will include:

- Staffing assigned to transition concerns/issues;
- Security and system accesses;
- Any Hardware/software and telecommunications requirements and setup, other general office needs;
- Any final Training/Orientation of DHMH’s staff or another Department staff,
- Data knowledge transfer:
 - i. Ensure there are a working knowledge of the system’s environment as well as the general business practices of the Department;
 - ii. Review with the Department the procedures and practices that support the business process and system;
- Completion of tasks and any unfinished work plan items;
- Document any risk factors and suggested solutions;
- Status reporting and meetings;

- Timing of transition;
 - Other matters deemed important for an efficient transition phase.
- b) All documentation is updated, to include, any and all modifications to the system.
Documentation shall be written in plain English and be by hardcopy and at least one electronic copy on CD in MS Word format.
- c) The TO Contractor shall, at no additional cost to the State, assist DHMH staff with any transition activities to a new TO Contractor, if or when,
- A new contract is awarded and responsibility for this program and the program is transferred to a new TO Contractor, or;
 - If DHMH assumes the duties as defined in this contract (brought in-house), or
 - If DHMH terminates this contract.

SECTION 3 - TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS TORFP must respond within the submission time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one or two possible responses: 1) a proposal and/or 2) a completed Master Contractor Feedback Form, submitted electronically off the CTAS web site.

3.2 FORMAT

If a Master Contractor elects to submit a TO Proposal, the Master Contractor shall do so in conformance with the requirements of this CATS TORFP. A TO Proposal shall provide the following DATA.

3.2.1 THE TECHNICAL PORTION OF THE TO PROPOSAL SHALL INCLUDE

- A) Proposed Services – Work Plan
- 1) Requirements: A detailed discussion of the Master Contractor’s understanding of the work and the Master Contractor’s capabilities, approach and solution to address the requirements outlined in Section 2.
 - 2) Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal.
 - 3) Risk Assessment: An assessment of any risks inherent in the work requirements and actions to mitigate these risks.
 - 4) Proposed Solution: A description of the Master Contractor’s proposed solution to accomplish the specified work requirements.
 - 5) Proposed Tools: A description of all proposed tools that will be used to facilitate the work.
 - 6) Tasks and Deliverables: A description of and the schedule for each task and deliverable, illustrated by a Gantt chart. Start and completion dates for each task, milestone, and deliverable shall be indicated. The Gantt chart will form the baseline for task order monitoring, and will be updated bi-weekly as part of progress reporting (see Section 2.7.1 Project Management).
 - 7) Work Breakdown Structure: A detailed work breakdown structure and staffing schedule, with labor hours by skill category that will be applied to meet each milestone and deliverable, and to accomplish all specified work requirements.
 - 8) Acceptance Criteria: A statement acknowledging the Master Contractor’s understanding of the acceptance criteria.

NOTE: All personnel described in the contractor’s proposal, or identified at the initiation of the contract, shall perform continuously for the duration of the contract, and for so long as performance is satisfactory to the Department’s Contract Monitor. The Contract Monitor will give written notice of performance issues to the contractor, clearly describing the problem and delineating remediation requirement(s). The contractor shall respond with a written remediation plan within five business days and implement the plan immediately upon written acceptance of the Contract Monitor. If performance issues persist, the Department’s Contract Monitor may give written notice or request the immediate

removal of person(s) whose performance is at issue, including the Director of Operations, and determine whether a substitution is required.

- B) Proposed Personnel
- 1) Identify and provide resumes for all proposed personnel by labor category.
 - 2) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TO Agreement.
 - 3) Complete and provide Attachment 5 – Labor Classification Personnel Resume Summary.
- C) MBE Participation
1. Submit completed MBE documents Attachment 2, Forms D-1 and D-2.
- D) Subcontractors
1. Identify all proposed subcontractors, including MBEs, and their full roles in the performance of this TORFP Scope of Work.
- E) Master Contractor and Subcontractor Experience and Capabilities
1. Provide three examples of projects that you have completed that were similar in scope to the one defined in this TORFP Scope of Work. Each of the three examples must include a reference complete with the following:
Name of organization.
Name, title, and telephone number of point-of-contact for the reference.
Type, and duration of contract(s) supporting the reference.
The services provided, scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP.
Whether the Master Contractor is still providing these services and, if not, an explanation of why it is no longer providing the services to the client organization.
 2. State of Maryland Experience

If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any government entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:

 - a) The State contracting entity;
 - b) A brief description of the services/goods provided;
 - c) The dollar value of the contract;
 - d) The term of the contract;
 - e) Whether the contract was terminated prior to the specified original contract termination date;
 - f) Whether any available renewal option was not exercised; and
 - g) The State employee contract person (name, title, telephone number and email address).

This information will be considered as part of the experience and past performance evaluation criteria in the TORFP.
- F) Proposed Facility
1. Identify Master Contractor's facilities including address, from which any work will be performed.
- G) State Assistance
1. Provide an estimate of expectation concerning participation by State personnel.
- H) Confidentiality
1. A Master Contractor should give specific attention to the identification of those portions of its proposal that it considers confidential, 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, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. Contractors are advised that, upon request for this information from a third party, the TO Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed.

3.2.2 THE FINANCIAL RESPONSE OF THE TO PROPOSAL SHALL INCLUDE

- A) A description of any assumptions on which the Master Contractor's Financial Proposal is based;
- B) Completed Financial Proposal – Attachment 1; Price Page and Price Schedule
- C) Conflict of Interest Affidavit and Disclosure – Attachment 4
- D) Labor Classifications Personnel Resume Summary – Attachment 5

SECTION 4 - PROCEDURE FOR AWARDING A TO AGREEMENT

4.0 EVALUATION CRITERIA

The TO Contractor will be selected from among all eligible Master Contractors within the appropriate functional area responding to the CATS TORFP. In making the TO Agreement award determination, the TO Requesting Agency will consider all information submitted in accordance with Section 3.

4.1 TECHNICAL CRITERIA

The following are technical criteria for evaluating a TO Proposal in descending order of importance (see 3.2.1):

- A. Master Contractor and Subcontractor Experience;
- B. Proposed Services Work Plan;
Requirements;
Assumptions;
Risk Assessment;
Proposed Solution;
Proposed Tools;
Tasks and Deliverables;
Work Breakdown Schedule; and
Acceptance Criteria
- C. Proposed Personnel; and
- D. Proposed Facility.

4.2 SELECTION PROCEDURES

- A) TO Proposals deemed technically qualified will have their financial proposal considered. All others will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- B) Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- C) The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, technical merit has more weight than price.

4.3 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

Commencement of work in response to a TO Agreement shall be initiated only upon issuance of a fully executed TO Agreement, Purchase Order and by a Notice to Proceed authorized by the TO Procurement Officer. A Notice to Proceed will be received for each deliverable. See "ATTACHMENT 7 NOTICE TO PROCEED" for a sample of a Notice to Proceed.

SECTION 5 ATTACHMENTS

ATTACHMENT 1 – PRICING SCHEDULE

PRICE PROPOSAL FOR CATS TORFP # M00P8206541

ID	Deliverables for 2.2.3	Proposed Price
2.2.1.1	Project Organization and Management	\$
	A. Present Initial Work Plan to TO Manager	\$
	B. Conduct Project Kick-Off Meeting	\$
	C. Report Project Status	\$
	D. Update Project work plan as appropriate	\$
	E. Update Project Work Plan and provide recommendations as necessary	\$
2.2.1.2.	Develop Implementation Advanced Planning Document	\$
2.2.1.2.A	Conduct IAPD Preparation Activities	\$
2.2.1.2.B.	Prepare IAPD Needs and Objectives Section following DBM SDLC standards	\$
2.2.1.2.C.	Prepare IAPD Requirements Analysis and Alternative Considerations	\$
2.2.1.2.D.	Prepare IAPD Cost Benefit Analysis Section	\$
2.2.1.2.E.	Prepare IAPD Budget and Cost Distribution Section	\$
2.2.1.2.F.	Prepare IAPD Personnel Resources Section	\$
2.2.1.2.G.	Prepare IAPD Project Management Plan Section	\$
2.2.1.2.H.	Prepare IAPD Activity Schedule Section	\$
2.2.1.2.I.	Prepare IAPD Period of Use Section	\$
2.2.1.2.J.	Prepare IAPD Security/Disaster Recovery Section	\$
2.2.1.2.K.	Prepare IAPD Executive Overview Section	\$
2.2.1.2.L.	Obtain DHMH, DBM and CMS Approval of IAPD	\$
2.2.1.3	Develop MMIS RFP	\$
2.2.1.3.A	Conduct RFP Preparation Activities	\$
2.2.1.3.B.	Prepare RFP timetable for submission of questions, proposals, and other key events in the procurement process	\$
2.2.1.3.C.	Prepare RFP Contractor's Scope of Work – all aspects following DBM SDLC standards	\$
2.2.1.3.D.	Prepare RFP Itemized Deliverables	\$
2.2.1.3.E.	Prepare RFP Contractual performance requirements and consequences for failure to meet them	\$
2.2.1.3.F.	Prepare RFP Contract template, computer access agreement, required work procedures and project methodology document.	\$
2.2.1.3.G.	Prepare RFP On-going Maintenance Strategy	\$
2.2.1.3.H.	Prepare RFP Requirements for preparation of the cost and	\$

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	technical proposals	
2.2.1.3.I.	Prepare RFP Method of proposal evaluation and evaluation criteria	\$
2.2.1.3.J.	Prepare RFP Contractual terms and conditions	\$
2.2.1.3.K.	Prepare RFP Terms and conditions for management of subcontractors	\$
2.2.1.3.L.	Prepare RFP Schedule of payments associated with deliverables	\$
2.2.1.3.M.	Assemble supplementary information such as program statistics and current system documentation	\$
2.2.1.3.N.	Obtain DHMH, DBM and CMS approval of RFP	\$
2.2.1.3.O.	Provide Procurement Assistance	\$
	Total Proposed Fixed Price	\$

NAME OF BIDDER, TITLE

SIGNATURE OF AUTHORIZED
BIDDER REPRESENTATIVE

DATE

SUBMIT THIS WITH THE FINANCIAL RESPONSE

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ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS
TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING
REQUIREMENTS

CATS TORFP # M00P8206541

These instructions are meant to accompany the customized reporting forms sent to you by the TO Manager. If, after reading these instructions, you have additional questions or need further clarification, please contact the TO Manager immediately.

1. As the TO Contractor, you have entered into a TO Agreement with the State of Maryland. As such, your company/firm is responsible for successful completion of all deliverables under the contract, including your commitment to making a good faith effort to meet the MBE participation goal(s) established for TORFP. Part of that effort, as outlined in the TORFP, includes submission of monthly reports to the State regarding the previous month's MBE payment activity. Reporting forms D-5 (TO Contractor Paid/Unpaid MBE Invoice Report) and D-6 (Subcontractor Paid/Unpaid MBE Invoice Report) are attached for your use and convenience.
2. The TO Contractor must complete a separate Form D-5 for each MBE subcontractor for each month of the contract and submit one copy to each of the locations indicated at the bottom of the form. The report is due no later than the 15th of the month following the month that is being reported. For example, the report for January's activity is due no later than the 15th of February. With the approval of the TO Manager, the report may be submitted electronically. Note: Reports are required to be submitted each month, regardless of whether there was any MBE payment activity for the reporting month.
3. The TO Contractor is responsible for ensuring that each subcontractor receives a copy (e-copy of and/or hard copy) of Form D-6. The TO Contractor should make sure that the subcontractor receives all the information necessary to complete the form properly, i.e., all of the information located in the upper right corner of the form. It may be wise to customize Form D-6 (upper right corner of the form) for the subcontractor the same as the Form D-5 was customized by the TO Manager for the benefit of the TO Contractor. This will help to minimize any confusion for those who receive and review the reports.
4. It is the responsibility of the TO Contractor to make sure that all subcontractors submit reports no later than the 15th of each month, regardless of whether there was any MBE payment activity for the reporting month. Actual payment data is verified and entered into the State's financial management tracking system from the subcontractor's D-6 report only. Therefore, if the subcontractor(s) do not submit their D-6 payment reports, the TO Contractor cannot and will not be given credit for subcontractor payments, regardless of the TO Contractor's proper submission of Form D-5. The TO Manager will contact the TO Contractor if reports are not received each month from either the prime contractor or any of the identified subcontractors. The TO Contractor must promptly notify the TO Manager if, during the course of the contract, a new MBE subcontractor is utilized. Failure to comply with the MBE contract provisions and reporting requirements may result in sanctions, as provided by COMAR 21.11.03.13.

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ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 1

CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

This document shall be included with the submittal of the Offeror's TO Proposal. If the Offeror fails to submit this form with the TO Proposal, the TO Procurement Officer shall determine that the Offeror's TO Proposal is not reasonably susceptible of being selected for award.

In conjunction with the offer submitted in response to TORFP No. M00P8206541, I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of [] percent and, if specified in the TORFP, sub-goals of [] percent for MBEs classified as African American-owned and [] percent for MBEs classified as women-owned. I have made a good faith effort to achieve this goal.

OR

After having made a good faith effort to achieve the MBE participation goal, I conclude that I am unable to achieve it. Instead, I intend to achieve an MBE goal of [] percent and request a waiver of the remainder of the goal. If I am selected as the apparent TO Agreement awardee, I will submit written waiver documentation that complies with COMAR 21.11.03.11 within 10 business days of receiving notification that our firm is the apparent low bidder or the apparent awardee.

2. I have identified the specific commitment of certified Minority Business Enterprises by completing and submitting an MBE Participation Schedule (Attachment 2 - Form D-2) with the proposal.
3. I acknowledge that the MBE subcontractors/suppliers listed in the MBE Participation Schedule will be used to accomplish the percentage of MBE participation that I intend to achieve.
4. I understand that if I am notified that I am the apparent TO Agreement awardee, I must submit the following documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier.
 - (a) Outreach Efforts Compliance Statement (Attachment D-3)
 - (b) Subcontractor Project Participation Statement (Attachment D-4)
 - (c) MBE Waiver Documentation per COMAR 21.11.03.11 (if applicable)
 - (d) Any other documentation required by the TO Procurement Officer to ascertain offeror's responsibility in connection with the certified MBE participation goal.

If I am the apparent TO Agreement awardee, I acknowledge that if I fail to return each completed document within the required time, the TO Procurement Officer may determine that I am not responsible and therefore not eligible for TO Agreement award. If the TO Agreement has already been awarded, the award is voidable.

5. In the solicitation of subcontract quotations or offers, MBE subcontractors were provided not less than the same information and amount of time to respond as were non-MBE subcontractors.

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I solemnly affirm under the penalties of perjury that the contents of this paper are true to the best of my knowledge, information, and belief.

Offeror Name

Signature of Affiant

Address

Printed Name, Title

Date

SUBMIT AS A .PDF FILE WITH TO RESPONSE

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ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 2

MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE

This document shall be included with the submittal of the TO Proposal. If the Offeror fails to submit this form with the TO Proposal, the TO Procurement Officer shall determine that the TO Proposal is not reasonably susceptible of being selected for award.

TO Prime Contractor (Firm Name, Address, Phone)	Task Order Description
Task Order Agreement Number M00P8206541	
List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED

SUMMARY

TOTAL MBE PARTICIPATION:	_____ %
TOTAL WOMAN-OWNED MBE PARTICIPATION:	_____ %
TOTAL AFRICAN AMERICAN-OWNED MBE PARTICIPATION:	_____ %

Document Prepared By: (please print or type)

Name: _____ Title: _____

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 2

MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE (CONTINUED)

List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 3

OUTREACH EFFORTS COMPLIANCE STATEMENT

In conjunction with the bid or offer submitted in response to TORFP # M00P8206541, I state the following:

1. Offeror identified opportunities to subcontract in these specific work categories:

2. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit certified MBEs for these subcontract opportunities.

3. Offeror made the following attempts to contact personally the solicited MBEs:

4. Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements.
(DESCRIBE EFFORTS)

 This project does not involve bonding requirements.

5. Offeror did/did not attend the pre-proposal conference
 No pre-proposal conference was held.

_____	By:	_____
Offeror Name		Name
_____		_____
Address		Title

		Date

Submit within 10 working days of receiving notice of the potential award

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FORM D – 4

SUBCONTRACTOR PROJECT PARTICIPATION STATEMENT

SUBMIT ONE FORM FOR EACH CERTIFIED MBE LISTED IN THE MBE PARTICIPATION SCHEDULE

Provided that _____ is awarded the TO Agreement in

(Prime TO Contractor Name)

conjunction with TORFP No. M00P8206541, it and _____,

(Subcontractor Name)

MDOT Certification No. _____, intend to enter into a contract by which the subcontractor shall:

(Describe work to be performed by MBE):

- No bonds are required of Subcontractor
- The following amount and type of bonds are required of Subcontractor:

By:

By:

Prime Contractor Signature

Subcontractor Signature

Name

Name

Title

Title

Date

Date

submit within 10 working days of receiving notice of the potential award

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ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 5

MINORITY BUSINESS ENTERPRISE PARTICIPATION TO CONTRACTOR PAID/UNPAID INVOICE REPORT

Report #: _____ Reporting Period (Month/Year): _____ Report is due by the 15th of the following month.	CATS TORFP # M00P8206541 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____
--------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Prime TO Contractor:		Contact Person:	
Address:			
City:		State:	ZIP:
Phone:	FAX:		
Subcontractor Name:		Contact Person:	
Phone:	FAX:		
Subcontractor Services Provided:			
List all unpaid invoices over 30 days old received from the MBE subcontractor named above:			
1.			
2.			
3.			
Total Dollars Unpaid: \$ _____			

**If more than one MBE subcontractor is used for this contract, please use separate forms.

Return one copy of this form to the following address:

Craig Smalls, Director Office of Systems, Operations and Pharmacy 201 W. Preston Street, Room SS-18 Baltimore, MD 21201 Csmalls@dhhm.state.md.us	Karen Elsey, Procurement Coordinator Office of Systems, Operations and Pharmacy 201 W. Preston Street, Room SS-9 Baltimore, MD 21201 elseyk@dhhm.state.md.us
--------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Signature: _____ Date: _____

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

January 2, 2008

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 6

MINORITY BUSINESS ENTERPRISE PARTICIPATION SUBCONTRACTOR PAID/UNPAID INVOICE REPORT

Report #: _____ Reporting Period (Month/Year): __/_____ Report Due By the 15th of the following Month.	CATS TORFP #M00P8206541 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____	
MBE Subcontractor Name: _____		
MDOT Certification #: _____		
Contact Person: _____		
Address: _____		
City: _____	State: _____	ZIP: _____
Phone: _____	FAX: _____	
Subcontractor Services Provided: _____		
List all payments received from Prime TO Contractor during reporting period indicated above. 1. _____ 2. _____ 3. _____ Total Dollars Paid: \$ _____	List dates and amounts of any unpaid invoices over 30 days old. 1. _____ 2. _____ 3. _____ Total Dollars Unpaid: \$ _____	
Prime TO Contractor: _____		Contact Person: _____

Return one copy of this form to the following address:

Craig Smalls, Director Office of Systems, Operations and Pharmacy 201 W. Preston Street, Room SS-18 Baltimore, MD 21201 Csmalls@dhhm.state.md.us	Karen Elsey, Procurement Coordinator Office of Systems, Operations and Pharmacy 201 W. Preston Street, Room SS-9 Baltimore, MD 21201 elseyk@dhhm.state.md.us
--------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Signature: _____ Date: _____

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

January 2, 2008

ATTACHMENT 3 – TASK ORDER AGREEMENT

CATS TORFP# M00P8206541 OF MASTER CONTRACT #050R5800338

This Task Order Agreement (“TO Agreement”) is made this day of Month, 200X by and between Task Order Contractor (TO Contractor) and the STATE OF MARYLAND, DHMH, Office of Systems, Operations and Pharmacy.

IN CONSIDERATION of the mutual premises and the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
 - a. “Agency” means the Office of Systems, Operations and Pharmacy, as identified in the CATS TORFP # M00P8206541.
 - b. “CATS TORFP” means the Task Order Request for Proposals # M00P8206541, dated MONTH DAY, YEAR, including any addenda.
 - c. “Master Contract” means the CATS Master Contract between the Maryland Department of Budget and Management and TO Contractor dated December 19, 2005.
 - d. “TO Procurement Officer” means Craig Smalls. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
 - e. “TO Agreement” means this signed TO Agreement between Office of Systems, Operations and Pharmacy and TO Contractor.
 - f. “TO Contractor” means the CATS Master Contractor awarded this TO Agreement, whose principal business address is _____ and whose principal office in Maryland is _____.
 - g. “TO Manager” means TO Manager of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS TORFP dated date of TO Proposal – Technical.
 - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS TORFP dated date of TO Proposal - Financial.
 - j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.
2. Scope of Work
 - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supercede the Master Contract.
 - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
 - a. The TO Agreement,
 - b. Exhibit A – CATS TORFP

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- c. Exhibit B – TO Proposal-Technical
- d. Exhibit C – TO Proposal-Financial

2.3 The TO Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the TO Agreement. No other order, statement or conduct of the TO Procurement Officer or any other person shall be treated as a change or entitle the TO Contractor to an equitable adjustment under this Section. Except as otherwise provided in this TO Agreement, if any change under this Section causes an increase or decrease in the TO 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 TO Agreement price shall be made and the TO Agreement modified in writing accordingly. The TO 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 TO Contractor shall be allowed if asserted after final payment under this TO Agreement. Failure to agree to an adjustment under this Section shall be a dispute under the Disputes clause of the Master Contract. Nothing in this Section shall excuse the TO Contractor from proceeding with the TO Agreement as changed.

3. Time for Performance

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of May 1, 2008 –October 31, 2009, commencing on the date of Notice to Proceed and terminating on October 31, 2009.

4. Consideration and Payment

- 4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS TORFP and shall not exceed \$total amount of task order. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.
- 4.2 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS TORFP, but no later than thirty (30) days after the Agency's receipt of an invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.
- 4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is Federal ID number. 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 from time-to-time amended, are prohibited. Invoices must be submitted to the Agency TO Manager unless otherwise specified herein.
- 4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

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

TO Contractor Name

January 2, 2008

By: Type or Print TO Contractor POC

Date

Witness: _____

STATE OF MARYLAND, OFFICE OF SYSTEMS, OPERATIONS AND PHARMACY

By: **insert name**, TO Procurement Officer

Date

Witness: _____

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)

SUBMIT AS A .PDF FILE WITH TO RESPONSE

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ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

INSTRUCTIONS:

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 050R5800338.
2. Only labor categories proposed in the Master Contractors Financial Proposal may be proposed under the CATS TORFP process.
3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements. This summary is required at the time of the interview.

For example: If you propose John Smith, who is your subcontractor, and you believe he meets the requirements of the Group Facilitator, you will complete the top section of the form by entering John Smith's name and the subcontractor's company name. You will then complete the right side of the Group Facilitator form documenting how the individual meets each of the requirements. Where there is a time requirement such as three months experience, you must provide the dates from and to showing an amount of time that equals or exceeds mandatory time requirement; in this case, three months.

4. Each form also includes examples of duties to perform. The proposed person must be able to fulfill those duties.
5. For each subject matter expert, the State will identify the particular area of expertise and the Master Contractor shall provide proof the individual has qualifications within that area of expertise.
6. Additional information may be attached to each Labor Category Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.

ATTACHMENT 6 – DIRECTIONS

TO THE PRE-TO PROPOSAL CONFERENCE

Take 195 to I-95 N, go approximately 4 miles then take the exit for I-395 (Downtown Baltimore), staying in the right lane. Continue going straight using the Martin Luther King Jr. Blvd. Off-ramp. Go approximately two miles and turn left at Eutaw Street. Make the next right onto Preston Street. About halfway down the block on the left is a visitor's parking lot and further down the street on the right is the entrance for parking within the building. The O'Conor Building is across the street from the visitor's parking lot (tan building).

From the North on I-83

Follow I-83 to the North Avenue exit. Make a left onto North Avenue. Immediately after you cross the bridge make a right onto Howard Street. Proceed on Howard Street for almost a half-mile and make a right onto Preston Street (Armory on right corner). Take the second right to the visitor's parking lot. The O'Conor Building is across the street (tan building).

From the West on I-70

Take I-70 East to I-695 South toward Glen Burnie. Follow I-695 South to I-95 North. Follow I-95 to the exit for I-395 North. Take the exit for I-395 (Downtown Baltimore), staying in the right lane. Continue going straight using Martin Luther King Jr. Blvd. Off-ramp. Go approximately two miles and turn left at Eutaw Street. Make the next right onto Preston Street. About halfway down the block on the left is a visitor's parking lot. The O'Conor Building is across the street (tan building).

From Annapolis and Vicinity on I-97

Follow I-97 North toward Baltimore. Exit at the Baltimore Beltway (I-695) West toward Towson. Continue on I-695 to I-395 North. Take the exit for I-395 (Downtown Baltimore), staying in the right lane. Continue going straight using Martin Luther King Jr. Blvd. Off-ramp. Go approximately two miles and turn left at Eutaw Street. Make the next right onto Preston Street. About halfway down the block on the left is a visitor's parking lot. The O'Conor Building is across the street (tan building).

Follow I-295 North into Baltimore. When you enter the city you will pass an Amoco station on the right. Continue approximately one quarter mile over a small bridge and take the first exit to the right, once you exit, From the South on I-295 remain in the left lane (Ravens stadium on right). Take Martin Luther King Jr. Blvd. Ramp. Continue going straight down Martin Luther King Jr. Blvd. Approximately two miles and turn left at Eutaw Street. Make the next right onto Preston Street. About halfway down the block on the left is a visitor's parking lot. The O'Conor Building is across the street (tan building).

From Baltimore Metro

The Baltimore Metro runs from Charles Center to Owings Mills. Get off of the subway at the State Center stop. Take the escalator to the top; the 201 Building is across the street, to your left.

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Light Rail

A light rail connects Timonium, Baltimore and Glen Burnie. Get off the light rail at the Cultural Center Station. Perpendicular to the station is Preston Street, with the Armory on the right corner and the 201 Building on the left corner. Entrance to the building is in the middle of the block on Preston Street.

ATTACHMENT 7 – NOTICE TO PROCEED

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS Task Order Agreement #M00P8206541

Dear TO Contractor Contact:

This letter is your official Notice to Proceed as of Month Day, Year, for the above-referenced Task Order Agreement, Deliverable(s) # _____. TO Manager Craig Smalls of the Department Health and Mental Hygiene, Office of Systems, Operations and Pharmacy will serve as your contact person on this Task Order. Craig Smalls can be reached at 410-767-5450, csmalls@dhhm.state.md.us.

Enclosed is an original, fully executed Task Order Agreement and purchase order.

Sincerely,

Zena Morris, TO Procurement Officer
Task Order Procurement Officer

Enclosures (2)

cc: Craig Smalls
Procurement Liaison Office, Office of Information Technology, DBM
Project Management Office, Office of Information Technology, DBM

January 2, 2008

ATTACHMENT 8 – AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

PROJECT NAME: TRANSITION PLANNING AND ACQUISITION OF IMPLEMENTATION SERVICES FOR MEDICAID MANAGEMENT INFORMATION SYSTEM (MMIS) IMPROVEMENTS

TO Agreement Number: #M00P8206541

Title of Deliverable: _____

TORFP Reference Section Number: _____

Deliverable Reference ID Number: _____

Name of TO Manager: Craig Smalls

TO Manager Signature

Date Signed

Name of Contractor's Project Manager: _____

Contractor's Project Manager Signature

Date Signed

SUBMIT AS REQUIRED IN SECTION 2.2.1 OF THE TORFP.

ATTACHMENT 9 – ACCEPTANCE OF DELIVERABLE FORM

Agency Name: DHMH, OSOP

PROJECT NAME: TRANSITION PLANNING AND ACQUISITION OF IMPLEMENTATION SERVICES FOR MEDICAID MANAGEMENT INFORMATION SYSTEM (MMIS) IMPROVEMENTS

TO Project Manager: Craig Smalls, 410-767-5450

To: TO Contractor’s Contract Manager

The following deliverable, as required by TO Agreement #M00P8206541, has been received and reviewed in accordance with the TORFP.

Title of deliverable: _____

TORFP Contract Reference Number: Section # _____

Deliverable Reference ID # _____

This deliverable:

- Is accepted as delivered.
- Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

TO Manager Signature

Date Signed

ISSUED BY THE TO MANAGER AS REQUIRED IN SECTION 2.2.1 OF THE TORFP.

ATTACHMENT 10 – NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non- Disclosure Agreement (the “Agreement”) is made this ___ day of _____ 200_, by and between _____ (hereinafter referred to as "the OFFEROR ") and the State of Maryland (hereinafter referred to as " the State").

OFFEROR WARRANTS AND REPRESENTS THAT IT INTENDS TO SUBMIT A TO PROPOSAL IN RESPONSE TO CATS TORFP #M00P8206541 FOR TRANSITION PLANNING AND ACQUISITION OF IMPLEMENTATION SERVICES FOR MEDICAID MANAGEMENT INFORMATION SYSTEM (MMIS) IMPROVEMENTS

In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to _____. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as “Confidential Information”. As a condition for its receipt and access to the Confidential Information described in Section 1.7 of the TORFP, OFFEROR agrees as follows:

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received under Section 1.7, except in connection with the preparation of its TO Proposal.
2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.
3. OFFEROR shall return the Confidential Information to the State within five business days of the State’s Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to Gisela Blades (TO Procurement Officer) Department of Budget and Management on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. 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 for the OFFEROR’S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. 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 OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.

8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: _____ BY: _____

NAME: _____ TITLE: _____

ADDRESS: _____

Submit as required in Section 1.6 of the TORFP

ATTACHMENT 11 – TO CONTRACTOR SELF-REPORTING CHECKLIST

The Department of Budget and Management, Office of Information Technology is requesting that within two weeks of receipt, the TO Contractor complete and submit this checklist for the TO listed below to contractoversight@dbm.state.md.us and to Csmalls@dhhm.state.md.us. All sections are to be completed. TO Contractors may attach supporting documentation as needed.

TO Number	
TO Title	
TO Requesting Agency	
TO Contractor	
TO Contractor Contact	
TO Contractor Contact Phone Number	
Section 1 – Deliverable to Invoice	
A) Does the TORFP link payments to distinct, defined deliverables with acceptance criteria? Yes <input type="checkbox"/> No <input type="checkbox"/> (If yes, complete B and C below. If no, skip to Section 2.)	
B) Are the invoice amounts the same as the corresponding deliverable amounts listed in the accepted Financial Proposal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, please explain why)	
C) Is the deliverable acceptance process defined in the TORFP followed? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, please explain what process is followed)	
Section 2 – Materials and Labor Rate to Invoice	
A) Are material costs charged to the TO Requesting Agency as pass-through costs (no TO Contractor markup)? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, please explain why)	
B) Are the labor rates charged to the TO Requesting Agency the same or less than the rates proposed in the accepted Financial Proposal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, please explain why)	
C) Are timesheets and/or associated supporting documents provided with the invoices? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, please explain why)	
Section 3 – Substitution of Personnel	
A) Has there been any substitution of personnel? Yes <input type="checkbox"/> No <input type="checkbox"/> (If yes, complete B through D below. If no, skip to Section 4.)	
B) Was each substitution requested in writing? Yes <input type="checkbox"/> No <input type="checkbox"/>	
C) Does each of the accepted substitutes possess equivalent or better education, experience and qualifications than the personnel being replaced? Yes <input type="checkbox"/> No <input type="checkbox"/>	
D) Were each of the substitutes approved by the TO Manager in writing? Yes <input type="checkbox"/> No <input type="checkbox"/>	

Section 4 – MBE Participation

- A) What is the MBE goal that the TO Contractor agreed to meet for this TORFP? __% (If none, skip to Section 5.)
- B) Are the MBE reports (D-5 and D-6) submitted monthly? Yes No (If no, please explain why)
- C) What is the MBE participation to date (i.e., amount paid to MBE sub-contractor divided by total TO value)? \$
- D) Is the MBE participation to date consistent with the planned MBE participation at this stage of the project? Yes No (If no, please explain including any corrective action being taken.)
- E) Does the TO Contractor anticipate any difficulty in achieving the MBE goal?
Yes No (If yes, please explain including any corrective action being taken.)

Section 5 – Change Management

- A) Is there a formal Change Management Plan for this TO? Yes No (If no, skip remaining questions)
- B) Does the Change Management Plan contain the following?
 - Yes No A written change management procedure.
 - Yes No A change management procedure that includes change description, justification, and impact analysis on cost, scope, schedule, risk and quality (i.e., meeting TORFP requirements).
 - Yes No An established body (e.g., Change Control Board, steering committee, management team, etc.) charged with reviewing/approving/declining changes.
- C) Have any Change Orders been executed? Yes No (If Yes, please indicate the anticipated impact on time, cost and/or scope.)
- D) Is the change management procedure being followed? Yes No

ATTACHMENT 12 EXHIBIT A

**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

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