

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



**MARYLAND DEPARTMENT OF HEALTH  
(MDH)**

**SOLICITATION NUMBER: M00B0600318**

**MDH/OPASS 21-18149**

**LONG TERM SERVICES & SUPPORTS (LTSS) TECHNICAL  
OVERSIGHT - **REVISED****

**ISSUE DATE: JULY 16, 2020**

**MARYLAND DEPARTMENT OF HEALTH (MDH)  
KEY INFORMATION SUMMARY SHEET**

<b>Solicitation Title:</b>	Long Term Services & Supports (LTSS) Technical Oversight <b>(REVISED)</b>
<b>Solicitation Number (TORFP#):</b>	M00B0600318 / MDH/OPASS 21-18149
<b>Functional Area:</b>	Functional Area 10, IT Management Consulting Services
<b>TORFP Issue Date:</b>	<b>July 16, 2020</b>
<b>TORFP Issuing Office:</b>	Maryland Department of Health (MDH)
<b>MDH Location:</b>	201 W Preston Street Baltimore, MD 21201
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<b>TO Proposals are to be sent to:</b>	<a href="mailto:queen.davis@maryland.gov">queen.davis@maryland.gov</a>
<b>TO Pre-proposal Conference:</b>	Join by phone +1 971-204-8924 PIN: 323 395 000  <b>Monday, July 27, 2020 at 12 Noon Local Time</b>
<b>TO Proposals Due (Closing) Date and Time:</b>	<b>8/27/2020 at 2:00 PM Local Time</b> Offerors are reminded that a completed Feedback Form is requested if a no-bid decision is made (see <b>Section 5</b> ).
<b>MBE Subcontracting Goal:</b>	0%
<b>VSBE Subcontracting Goal:</b>	0%
<b>Task Order Type:</b>	Time and Materials
<b>Task Order Duration:</b>	Three-year base period with one (1) two-year option period, commencing from the Effective Date.
<b>Primary Place of Performance:</b>	Maryland Department of Health 201 W. Preston St Baltimore, MD 21201

<b>SBR Designation:</b>	No
<b>Federal Funding:</b>	Yes
<b>Questions Due Date and Time</b>	<b>8/11/2020 at 2:00 PM Local Time</b>

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## 1 Minimum Qualifications

The personnel proposed under this TORFP must meet all minimum qualifications for the labor category proposed, as identified in the CATS+ RFP, **Section 2.10**.

(<http://doit.maryland.gov/contracts/Documents/CATSPPlus2016/060B2490023-2016CATSPPlus2016RFP.pdf>). And subsequent Amendment #4 & Amendment – Section 2.10 update-see: [http://doit.maryland.gov/contracts/Documents/CATSPPlus2016/060B2490023-2016\\_Section2.10\\_Amendment.pdf](http://doit.maryland.gov/contracts/Documents/CATSPPlus2016/060B2490023-2016_Section2.10_Amendment.pdf)

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## 2 TO Contractor Requirements: Scope of Work

### 2.1 Summary Statement

The Maryland Department of Health (MDH) is issuing this CATS+ TORFP in order to obtain the services of a Task Order (TO) Contractor to provide technical oversight and staffing for the Long-Term Services and Supports Maryland (LTSSMaryland) project. The TO Contractor shall provide qualified skilled resources to provide program and project management, system infrastructure oversight and technical support, and software application development oversight for the LTSSMaryland system. The Master Contractor's team shall include a total of four (4) Key resources, as follows:

- One (1) Program Manager – 2.10.94,
- One (1) Project Manager (Technical) – 2.10.96,
- One (1) Network Engineer (Senior) – 2.10.53, and
- One (1) Application Development Expert (Senior) – 2.10.12

Note: Refer to CATS+ Labor Categories - 060B2490023-2016\_Section\_2.10\_Amendment for detailed descriptions and qualification requirements for each labor category listed.

Additional resources shall be provided by the TO Contractor, as needed via Work Orders (refer to TORFP Section 3.14). The four (4) Key resources shall be available as of the start date specified in the Notice to Proceed (NTP).

- 2.1.1 MDH intends to award this Task Order to the Offeror that proposes a team of resources and a Staffing Plan that can best satisfy the Task Order requirements.
- 2.1.2 Offerors are advised that, should a solicitation or other competitive award be initiated as a result of activity or recommendations arising from this Task Order, the Offeror awarded this Task Order may not be eligible to compete if such activity constitutes assisting in the drafting of specifications, requirement, or design thereof.
- 2.1.3 A Task Order award does not assure the TO Contractor that it will receive all State business under the Task Order.

### 2.2 Background and Purpose

#### 2.2.1 Project Background

In 2012, MDH launched the LTSS system in order to enhance case management for over 10,000 recipients in the Maryland Medical Assistance (Medicaid) program. LTSS interfaces directly with the Medicaid Management Information System (MMIS) to exchange client, provider, and claims information for many of MDH's Medicaid Waiver programs. The system supports a full spectrum of case management activities including eligibility assessments, program enrollment, and case management billing. LTSS is a vital tool for case managers, nurse monitors, Medicaid providers, and MDH as they coordinate services for the state's Medicaid recipients.



In addition to case management, the state relies on ISAS, a module of LTSS for Electronic Visit Verification (EVV) and billing. Caregivers record their visits through an Integrated Voice Response (IVR) system, and visits are matched against participant and provider data stored in LTSS. ISAS records caregivers' pre-authorized visits and automatically generates and submits claims to MMIS for payment.

Federal requirements for quality monitoring and assurance cannot be met without technology support to gather, manage, and analyze data. The LTSS system is delivered utilizing the modular development concept. At this time, the LTSS System supports modules for the Money Follows the Person (MFP) Demonstration, Waiver for Brain Injury (BI), Community Options Waiver (CO), Community Personal Assistance Services (CPAS), and Community First Choice (CFC). MDH is continuing to grow the programs that are integrated into the LTSS application and will add the Medical Day Care Waiver (MDC), the Developmental Disabilities Administration (DDA) program, and Rare and Expensive Case Management (REM) program, among others.

The LTSS System is a custom-developed software solution for the State of Maryland designed to be expanded to support MDH's various business units. As such, modification and expansion of the underlying technology (i.e. custom and COTS software, networking gear, hardware and other technical infrastructure elements) are integral elements that support the expanding business functionality in the LTSS System. As the number and complexity of State waiver programs included in LTSS grows, so does the need for a flexible, responsive technology solution to manage the large volumes of data stored and accessed within the system and meet the State's evolving business needs.

## **2.2.2 Project Goals**

The selected TO Contractor must work closely with State program staff and other applicable stakeholders including the MDH's LTSS Software Development contractor and Operations and Maintenance (O & M) contractor to support program needs. The TO Contractor's Key Personnel (section 3.10.3) assist with meeting the primary project goals, including:

**Project/Program Management:** The TO Contractor will provide Program Manager and technical Project Manager will directly support State program staff in planning, executing, monitoring and controlling the work required to develop, operate and maintain the LTSS system software, hardware, and network infrastructure. Planned work will include 1) external projects to add new business functions to LTSS, 2) make changes to enhance or adapt business functions already in operation, and 3) internal projects to maintain (patches, updates and replacement) system hardware and network components. The TO Contractor will also support the performance of unplanned work arising from incidents, system defects, equipment failures, and outages.

**System Performance Monitoring:** The TO Contractor will provide Network Engineering support to perform analysis, reporting, and solution architecture by monitoring system performance metrics to ensure successful ongoing operations. The Contractor will provide support and oversight of system software releases and manage the Change Control Board.

**Code Development Strategy:** The TO Contractor will provide a System Application Analyst to perform software application support by evaluating proposed software solutions, performing code reviews, reviewing software contractor business practices, monitoring adherence to industry standards, and assisting with software deployment strategy.

**Technical Architecture Oversight:** The TO Contractor will provide Network Engineering support to provide oversight and consultation for key system components such as the Raven Database, primary and disaster recovery data centers, physical and virtual infrastructure, file transfer APIs, and file gateways including HIPAA compliant EDI files. The Contractor will also supply and employ tools such as Team

Foundation Server (TFS) or necessary code management tools to monitor and support the software development contractor, Secure File Transfer Protocol (SFTP)s to support data transfers with other contractors, application and infrastructure maintenance tools for system monitoring (e.g. Solar Winds), and other partnerships with relevant technical support resources to ensure adequate oversight of the LTSS System.

In addition to supporting ongoing business needs, the TO Contractor must support key expansions and enhancements to the LTSS system including a database re-platforming initiative, software development and O& M contractor cutovers, and system infrastructure and architecture improvements. Offerors must have a strong understanding of industry standards around system architecture, data governance, enterprise data management, and cost containment.

In the next two years, MDH envisions increasing the size of the LTSS system with large growth in end-users, infrastructure, number of claims processed, and number of participants served.

### **2.2.3 Current Live LTSS System Capabilities**

#### 2.2.3.1 Current Live LTSS System Capabilities

- A. Single Sign-on (SSO)
- B. Screening
- C. Assessment
- D. Registry
- E. Eligibility and enrollment
- F. Plan of Service (POS)
- G. In-home Support Assurance System (ISAS), including these key components:
  - 1) Integrated Voice Response (IVR)
  - 2) One-Time Password (OTP)
  - 3) Service Provider Billing
- H. Case Manager (CM) Billing
- I. Quality Surveys (QS)
- J. Reportable Events (RE)
- K. “MyLTSS” client portal
- L. Reporting module

#### 2.2.3.2 Software Components

- M. MS .NET for web applications
- N. MS SQL Server database
- O. MS SQL Server Reporting Services (SSRS)
- P. Seamoan OTP Service
- Q. IBM Connect:Direct with Secure+

#### 2.2.3.3 Software Development Toolkit

- R. Microsoft .NET 4.0/4.5/4.6
- S. Development Environment: Microsoft VS 2015/2017, Microsoft TFS 2015
- T. Tools: ASP.NET MVC 4.0/5.0, Web API, Resharper 8.0, Agatha RRS�, Sitemap 2.5, Kendo UI for ASP.NET, Microsoft VS Test Professional 2015, Bootstrap UI, AngularJS

2.2.3.4 Application Statistics

- U. ~1.8 million Lines of code
- V. ~700 forms, ~1700 screens
- W. ~200 canned reports (excluding ad-hoc reports)

2.2.3.5 Other modules and system capabilities under consideration:

- X. Service provider activity file transfer
- Y. Service provider activity via mobile application

2.2.3.6 Current Interfaces

- Z. Minimal Data Set (MDS) files
- AA. Medicaid Management Information System (MMIS) Provider and Recipient files
- BB. MMIS eligibility files
- CC. MMIS claims-related files
- DD. File exchange with State vendors

2.2.3.7 Database & Reports Repository

Transactional Database:

- EE. RavenDB 2.5 (2.5034)
- FF. ~200 collections
- GG. ~100 million documents
- HH. ~900 GB

2.2.3.8 Reporting Databases:

- II. SQL 2016, SSRS 2008 & 2016
- JJ. ~450 database tables
- KK. LTSS/ISAS Transactions: ~315 million records
- LL. IVR Transactions Log: ~90 million records
- MM. ~550 GB

2.2.3.9 MMIS/MDS Interface Staging Database:

NN. SQL Server 2012, SSRS 2012

OO. ~50 tables

PP. ~60 million records

QQ. ~12 GB

### 2.2.3.10 Existing Software

#### A. COTS Software

- 1) Microsoft Windows Server Data Center Edition
- 2) Reporting and Ad Hoc Database- Microsoft SQL Server Standard (includes SSRS)
- 3) Transaction Database – RavenDB Standard Plus, and Enterprise editions
- 4) IBM Sterling Connect: Direct Standard Edition with Secure+
- 5) VMware vSphere Enterprise Plus
- 6) vCloud Suite
- 7) Veeam Availability Suite v9
- 8) Shavlik Protect
- 9) SolarWinds Network Performance Monitor
- 10) SolarWinds Application Performance Monitor
- 11) Zenoss Enterprise
- 12) Microsoft Operations Management 2016
- 13) BlazeMeter
- 14) Splunk
- 15) Ndatalign

#### **2.2.4 Existing Data/Content Management**

See **Appendix 6 – LTSS System Technical Infrastructure Design**

#### **2.2.5 Current Environment**

See **Appendix 6 - LTSS System Technical Infrastructure Design**

#### **2.2.6 Existing Hardware**

See **Appendix 6 - LTSS System Technical Infrastructure Design**

#### **2.2.7 State Staff and Roles**

##### 2.2.7.1 State Project Management Office

The State will provide a contract and project management team, who are responsible for MDH’s role in:

- 1) Setting and overseeing project and program timelines,
- 2) Securing federal and State funding,
- 3) Submitting all federal and State deliverables,
- 4) Coordinating access with MDH program subject matter experts,

- 5) ,Managing invoices
- 6) Approving all work orders and deliverables from all contractors, and
- 7) Evaluating contractor performance and compliance.

#### 2.2.7.2 Software Development Contractor - Project Manager

The State Software Development Contractor will provide a Project Manager who will direct engagement with technical resources as needed to support system technical infrastructure. The Project Manager will provide the following:

- a. Database management
- b. Defect resolution
- c. Change Control Board (CCB) participation
- d. Code creation
- e. Software release coordination

#### 2.2.7.3 O & M Contractor- Project Manager

The State O & M contractor will provide a Project Manager who will direct technical engagement with other O & M contractor staff. The Project Manager will provide the following:

- a. System monitoring
- b. Hardware management
- c. Software release coordination
- d. Helpdesk support
- e. Gateway management

### 2.2.8 Other State Responsibilities

- A. The State will provide normal office working facilities and equipment reasonably necessary for TO Contractor performance under this Task Order. Any special requirements (e.g., reprographic services, computer time, key data entry) shall be identified by the TO Contractor at TO initiation. MDH will supply any special requirements upon mutual agreement with TO Contractor.
- B. The State is responsible for providing required information, data, documentation, and test data to facilitate the TO Contractor's performance of the work and will provide such additional assistance and services as needed upon TO initiation.

## 2.3 Responsibilities and Tasks

### 2.3.1 TO Contractor Responsibilities

The TO Contractor shall provide staffing and resources to fully supply the following services as identified in Section 2.3.2 Requirements:

- A. Technical Oversight Services
- B. Continuity of personnel over the duration of the TO Agreement
- C. Backup personnel in support of the responsibilities and deliverables outlined under the TO Agreement, as added through a Work Order

- D. Provide a staffing plan that demonstrates an understanding of the relationship with the Department and its contractors
- E. Management of the Change Control process
- F. Oversight of cross-organization Architecture Review Board (ARB)
- G. The Department anticipates that it may need full time support for the full term of the TO Agreement from the following Key Personnel, although there will be periods where part-time support is expected depending on program needs:
  - a. Program Manager
  - b. Technical Project Manager
  - c. Senior Network Engineer
  - d. Application Development Expert
- H. All other positions identified in the TORFP as Optional Resources will be used on an as-needed basis via Work Order.

**2.3.2 TO Contractor Personnel Duties and Responsibilities**

The Program Manager will perform all oversight activities and take lead responsibility for the proposed Technical Oversight team, all items listed under section 2.3.2, and for communication with State-identified resources. Duties of other key personnel and staff provided through work order must be directly assigned to a responsibility within section 2.3.2 by the Contractor and approved by the State. The Contractor personnel, as described in section 3.10 and Appendix 5, shall at a minimum be responsible for:

2.3.2.1	Become thoroughly knowledgeable on all aspects of the LTSS System and related implementation projects including technical knowledge of current and future software and hardware applications being utilized by the system.
2.3.2.2	Provide guidance and oversight on all aspects of the LTSS system including, but not limited to: <ul style="list-style-type: none"> <li>• Technical Architecture (e.g., hardware, system security, data warehouse, portal, network, etc.)</li> <li>• Programming Standards and Guidelines in compliance with State of Maryland requirements</li> <li>• Development methodology, frameworks and project tools</li> <li>• LTSS system technical requirements analysis and management</li> <li>• System deployment oversight, monitoring, and improvement</li> <li>• Management and troubleshooting of any system-related issue including participating in troubleshooting calls, sessions and retrospectives</li> <li>• Change management and implementation to end users</li> </ul>
2.3.2.3	DoIT has established an agile system development lifecycle (SDLC) as the standard for the State of Maryland’s executive branch agencies. This framework is intended to reduce the risk of project failure through the application of incremental and iterative solution delivery. Detailed policy and guidance is available at <a href="https://doit.maryland.gov/SDLC">https://doit.maryland.gov/SDLC</a> .

	<p>Perform, or support the performance of, relevant project management processes described in the Guide to Project Management Body of Knowledge (PMBOK® Guide). Emphasis will be placed on the processes contained in the Monitoring and Controlling Process Group, specifically:</p> <ul style="list-style-type: none"> <li>• 4.5 Monitor and Control Project Work</li> <li>• 4.6 Perform Integrated Change Control</li> <li>• 5.5 Validate Scope</li> <li>• 5.6 Control Scope</li> <li>• 6.8 Control Schedule</li> <li>• 8.3 Control Quality</li> <li>• 10.3 Monitor Communications</li> <li>• 11.7 Monitor Risks</li> </ul> <p>13.4 Monitor Stakeholder Engagement</p> <p>TO Contractor project management work products and deliverables are listed in Section 2.4.4.</p>
2.3.2.4	<p>Review and provide input and updates to the <b>Work Breakdown Structure (WBS)</b> consistent with PMBOK standards for all LTSS Contractor work, including software implementation projects, and O&amp;M tasks.</p>
2.3.2.5	<p>Ensure input and ongoing update to the <b>Master Status Report</b>. The Master Status Report shall contain sections for the following:</p> <ul style="list-style-type: none"> <li>• Lessons learned from the project and any other pertinent status information.</li> <li>• Design / requirements reviews and discussions on project status.</li> <li>• Project status, risk and issue dispositions for the past week, and planned activities for the week upcoming.</li> <li>• Technical oversight personnel activities and needed updates to documentation, strategy, and/or schedules.</li> <li>• Performance as measured against the Integrated Master Schedule.</li> </ul>
2.3.2.6	<ul style="list-style-type: none"> <li>• Function as a liaison between MDH personnel, project stakeholders, the LTSS Software Development and O &amp; M Vendors' technical resources and Technical Oversight team.</li> </ul>
2.3.2.7	<p>Assign other duties related to project management support to the Technical Oversight team. Duties may include:</p> <ul style="list-style-type: none"> <li>• Responding to phone calls and email</li> <li>• Making photocopies</li> <li>• Scheduling and attending ad hoc meetings</li> <li>• Engaging in TO performance discussions</li> <li>• Coordinating Software Development Vendor invoicing</li> <li>• Participating in Independent Verification &amp; Validation (IV&amp;V) assessments or other CMS certification processes.</li> </ul>
2.3.2.8	<p>Ensure secure data capture, transfer, and storage for the LTSS system meets all industry security standards and those standards required by the State of Maryland</p>

2.3.2.9	Coordinate and support configuration of multiple system environments (Production, Staging/Test, DR).
2.3.2.10	<p>Perform oversight of cross-organization Architecture Review Board (ARB). The ARB is a collaborative effort between the LTSS Technical Oversight Contractor, MDH, the LTSS Software Development Contractor, and the LTSS O&amp;M Contractor. The Technical Oversight team shall:</p> <ul style="list-style-type: none"> <li>• Lead ARB in providing technical solution governance on Software Development and Operations &amp; Maintenance initiatives</li> <li>• Guide technical solution development with consideration to cost containment, industry standards, and project schedule</li> <li>• Report and escalate technical architecture issues to MDH</li> <li>• Provide strategic advice and planning for LTSS technical design for future project initiatives</li> <li>• Review and provide strategic guidance for technical and solution design documentation</li> <li>• Ensure consistency of technical solution implementation with existing system components</li> <li>• Make final recommendations to the Department on Go/No-go for technical solution implementation, and</li> <li>• Maintenance of ARB documentation, including tracker of ARB projects, notes, action items, decisions, and related documentation</li> </ul>
2.3.2.11	<p>Maintain up to date system artifacts including:</p> <ul style="list-style-type: none"> <li>• O&amp;M documentation including an operations configuration management repository including operations configuration management deliverables, development and operations and maintenance configurations,</li> <li>• Software development artifacts (e.g., design documents, project schedules), and</li> <li>• Any artifact agreed on with the TO Manager.</li> </ul>
2.3.2.12	Other project-related duties as assigned by MDH management team.

**2.3.3 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. Offeror is required to review all applicable links provided below and state compliance in its response.

It is the responsibility of the TO Contractor to ensure adherence and to remain abreast of new or revised laws, regulations, policies, standards and guidelines affecting project execution. These include, but are not limited to:

- A. The State of Maryland System Development Life Cycle (SDLC) methodology at: [www.DoIT.maryland.gov](http://www.DoIT.maryland.gov) - keyword: SDLC;
- B. The State of Maryland Information Technology Security Policy and Standards at: [www.DoIT.maryland.gov](http://www.DoIT.maryland.gov) - keyword: Security Policy;
- C. The Medicaid Enterprise Certification Toolkit (MECT) (also referred to as the Toolkit), or its successor (link to MECT: <https://www.medicaid.gov/medicaid/data-and-systems/mect/index.html>).



- D. The State of Maryland Information Technology Non-Visual Standards at: <http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx>;
- E. The State of Maryland Information Technology Project Oversight at: [www.DoIT.maryland.gov](http://www.DoIT.maryland.gov) - keyword: IT Project Oversight;
- F. The TO Contractor shall follow project management processes, inputs, outputs, tools and techniques as described in the most recent edition of the Project Management Institute's *Project Management Body of Knowledge Guide*; and
- G. TO Contractor Personnel shall follow a consistent methodology for all Task Order activities.

## 2.4 Deliverables

### 2.4.1 Deliverable Submission

- A. For every deliverable, the TO Contractor shall request the TO Manager confirm receipt of that deliverable by sending an e-mail identifying the deliverable name and date of receipt.
- B. For every deliverable, the TO Contractor shall submit to the TO Manager, by e-mail, an Agency Deliverable Product Acceptance Form (DPAF), an example of which is provided on the DoIT web page here: <http://doit.maryland.gov/contracts/Documents/CATSPPlus/CATS+DPAFSample.pdf>.
- C. Unless specified otherwise, written deliverables shall be compatible with Microsoft Office, Microsoft Project and/or Microsoft Visio within two (2) versions of the current version. At the TO Manager's discretion, the TO Manager may request one hard copy of a written deliverable.
- D. A standard deliverable review cycle will be elaborated and agreed-upon between the State and the TO Contractor. This review process is entered into when the TO Contractor completes a deliverable.
- E. For any written deliverable, the TO Manager may request a draft version of the deliverable, to comply with the minimum deliverable quality criteria listed in **Section 2.4.3 Minimum Deliverable Quality**. Drafts of each final deliverable, except status reports, are required at least two weeks in advance of when the final deliverables are due (with the exception of deliverables due at the beginning of the project where this lead time is not possible, or where draft delivery date is explicitly specified). Draft versions of a deliverable shall comply with the minimum deliverable quality criteria listed in **Section 2.4.3 Minimum Deliverable Quality**.

### 2.4.2 Deliverable Acceptance

- A. A final deliverable shall satisfy the scope and requirements of this TORFP for that deliverable, including the quality and acceptance criteria for a final deliverable as defined in **Section 2.4.4 Deliverable Descriptions/Acceptance Criteria**.
- B. The TO Manager shall review a final deliverable to determine compliance with the acceptance criteria as defined for that deliverable. The TO Manager is responsible for coordinating comments and input from various team members and stakeholders. The TO Manager is responsible for providing clear guidance and direction to the TO Contractor in the event of divergent feedback from various team members.
- C. The TO Manager will issue to the TO Contractor a notice of acceptance or rejection of the deliverable in the DPAF (see online sample). Following the return of the DPAF indicating "Accepted" and signed by the TO Manager, the TO Contractor shall submit a proper invoice in accordance with the procedures in **Section 3.3**. The invoice must be accompanied by a copy of the executed DPAF or payment may be withheld.

- D. In the event of rejection, the TO Manager will formally communicate in writing any deliverable deficiencies or non-conformities to the TO Contractor, describing in those deficiencies what shall be corrected prior to acceptance of the deliverable in sufficient detail for the TO Contractor to address the deficiencies. The TO Contractor shall correct deficiencies and resubmit the corrected deliverable for acceptance within the agreed-upon time period for correction.
- E. At the TO Manager’s discretion, subsequent project tasks may not continue until deliverable deficiencies 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.

**2.4.3 Minimum Deliverable Quality**

The TO Contractor shall subject each deliverable to its internal quality-control process prior to submitting the deliverable to the State.

Each deliverable shall meet the following minimum acceptance criteria:

- 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.
- D. In each section of the deliverable, include only information relevant to that section of the deliverable.
- E. Contain content and presentation consistent with industry best practices in terms of deliverable completeness, clarity, and quality.
- F. Meets the acceptance criteria applicable to that deliverable, including any State policies, functional or non-functional requirements, or industry standards.
- G. Contains no structural errors such as poor grammar, misspellings or incorrect punctuation.
- H. Must contain the date, author, and page numbers. When applicable for a deliverable, a revision table must be included.
- I. A draft written deliverable may contain limited structural errors, such as incorrect punctuation, and shall represent a significant level of completeness toward the associated final written deliverable. The draft written deliverable shall otherwise comply with minimum deliverable quality criteria above.

**2.4.4 Deliverable Descriptions/Acceptance Criteria**

In addition to the items identified in the table below, the TO Contractor may suggest other subtasks, artifacts, or deliverables to improve the quality and success of the assigned tasks. All deliverables must be accepted by the MDH contract and project management team.

ID #	Deliverable Description	Acceptance Criteria	Due Date/Frequency
2.4.4.1	Monitor and report on LTSS System work in progress (WIP). Include meaningful metrics to indicate, at a minimum: specific and average lead time, value delivered velocity, items which	Written findings and recommendations that are complete, accurate, actionable, and suitable for retention in project files and distribution to stakeholders in	Weekly As assigned.

ID #	Deliverable Description	Acceptance Criteria	Due Date/Frequency
	are delayed, stuck, or moving backwards.	an agreed-upon format with MDH.	
2.4.4.2	<p>Participate and contribute during management meetings with and between the MDH business offices, software development contractor, and operations and maintenance contractor; as assigned.</p> <p>Provide written notes of findings and recommendations for improvements to the management of project work; stakeholder engagement; and issue resolution.</p>	<p>Attendance during meetings</p> <p>Written findings and recommendations that are complete, accurate, actionable, and suitable for retention in project files and distribution to stakeholders in an agreed on format with MDH.</p>	<p>Weekly</p> <p>As assigned</p>
2.4.4.3	Provide written reports of accomplishments; objectives; and the planned submission dates for assigned work products and written deliverables.	Prepared and submitted in conformance with a preapproved format and standard content.	<p>Monthly</p> <p>As assigned</p>
2.4.4.4	<p>Conduct investigations into incidents or substandard performance by any project stakeholders having a deleterious effect on the LTSS system, its users, providers recipients; as assigned.</p> <p>Examples include; high severity system failures and outages, critical defects discovered at any stage of software development, cybersecurity breaches, etc.</p>	Report findings and recommendations in writing concerning the following: root cause analysis, immediate and follow-on actions taken in response to the event and their effectiveness; measures to be taken to prevent reoccurrence.	As assigned.
2.4.4.5	Provide training and knowledge transfer in business analysis and change request development; support stakeholders during system requirements elicitation and scoping sessions with the software development contractor; assist with assessing business value and prioritization of project work, and support	<p>Attendance at agreed on meetings and activities.</p> <p>Written status reports on projects as agreed on with MDH.</p>	As assigned.

ID #	Deliverable Description	Acceptance Criteria	Due Date/Frequency
	user acceptance testing and related activities.		
2.4.4.6	Deliver services and work products in the performance of tasks directed by approved Work Orders. See section 3.14 for details.	Approval and acceptance of payment as specified in the scope statement contained in the approved work order.	As assigned.
2.4.4.7	Participate in planning and evaluation of technology investments under consideration for expanding the increasing the quality of LTSS system capabilities. Examples include any investments in operating systems, software development and testing tools, purchases of system hardware or network devices, performance monitoring and cybersecurity solutions, and any other initiatives expected to have a full procurement and implementation cost in excess of \$30,000.00.	Written findings and recommendations that are complete, accurate, actionable, and suitable for retention in project files and distribution to stakeholders in an agreed on format with MDH.	As assigned.
2.4.4.8	Provide a written transition-in plan, including Project Schedule, explaining how the offeror will engage with existing contractors (incumbent, Software Development vendor, O&M vendor).	Written document including scheduling, strategy, responsibilities, assumptions, and requests.	Within 10 business days of the contract start date.

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## 3 TO Contractor Requirements: General

### 3.1 Task Order Initiation Requirements

TO Contractor shall schedule and hold a kickoff meeting within 10 Business Days of NTP Date. At the kickoff, the TO Contractor shall furnish an updated Project Schedule describing the activities for the TO Contractor, the State, and any third parties to fully transition in.

### 3.2 End of Task Order Transition

**3.2.1** The TO Contractor shall provide transition assistance as requested by the State to facilitate the orderly transfer of services to the State or a follow-on contractor, for a period up to thirty (30) days prior to Task Order end date, or the termination thereof. Such transition efforts shall consist, not by way of limitation, of:

- 1) Provide additional services and/or support as requested to successfully complete the transition;
- 2) Maintain the services called for by the Task Order at the required level of proficiency;
- 3) Provide updated System Documentation, as appropriate; and
- 4) Provide current operating procedures (as appropriate).

**3.2.2** The TO Contractor shall work toward a prompt and timely transition, proceeding in accordance with the directions of the TO Manager. The TO Manager may provide the TO Contractor with additional instructions to meet specific transition requirements prior to the end of Task Order.

**3.2.3** The TO Contractor shall ensure that all necessary knowledge and materials for the tasks completed are transferred to the custody of State personnel or a third party, as directed by the TO Manager.

**3.2.4** The TO Contractor shall support end-of-Task Order transition efforts with technical and project support to include, but not be limited to:

- A. The TO Contractor shall provide a draft Transition-Out Plan ninety (90) Business Days in advance of Task Order end date. The Transition-Out Plan shall address at a minimum the following areas:
  - 1) Any staffing concerns/issues related to the closeout of the Task Order;
  - 2) Communications and reporting process between the TO Contractor, the MDH and the TO Manager;
  - 3) Security and system access review and closeout;
  - 4) Any final training/orientation of MDH staff;
  - 5) Connectivity services provided, activities and approximate timelines required for Transition-Out;
  - 6) Knowledge transfer, to include:
    - a. A working knowledge of the current system environments as well as the general business practices of the MDH.
    - b. Review with the MDH the procedures and practices that support the business process and current system environments;

- c. Working knowledge of all technical and functional matters associated with the Solution, its architecture, data file structure, interfaces, any batch programs, and any hardware or software tools utilized in the performance of this Task Order;
  - d. Documentation that lists and describes all hardware and software tools utilized in the performance of this Task Order;
  - e. A working knowledge of various utilities and corollary software products used in support and operation of the Solution;
- 7) Plans to complete tasks and any unfinished work items (including open change requests, and known bug/issues); and
- 8) Any risk factors with the timing and the Transition-Out schedule and transition process. The TO Contractor shall document any risk factors and suggested solutions.
- B. The TO Contractor shall ensure all documentation and data including, but not limited to, System Documentation and current operating procedures, is current and complete with a hard and soft copy in a format prescribed by the TO Manager.
- C. Access to any data or configurations of the furnished product and/or services shall be available after the expiration of the Task Order as described in **Section 3.2.5**.

### **3.2.5 Return and Maintenance of State Data**

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

## **3.3 Invoicing**

### **3.3.1 Definitions**

- A. “Proper Invoice” means a bill, written document, or electronic transmission, readable by the agency, provided by a vendor requesting an amount that is due and payable by law under a written procurement contract for property received or services rendered that meets the requirements of COMAR 21.06.09.02.
- B. “Late Payment” means any amount that is due and payable by law under a written procurement contract, without deferral, delay, or set-off under COMAR 21.02.07.03, and remains unpaid more than 45 days after an agency receives a Proper Invoice.

- C. "Payment" includes all required processing and authorization by the Comptroller of the Treasury, as provided under COMAR 21.02.07, and may be deferred, delayed, or set-off as applicable under COMAR 21.02.07.03.

**3.3.2 General**

- A. Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS+ Master Contract.
- B. The TO Contractor shall e-mail the original of each invoice and signed authorization to invoice to the TO Manager.
- C. All invoices for services shall be verified by the TO Contractor as accurate at the time of submission.
- D. Invoices submitted without the required information cannot be processed for payment. A Proper Invoice, required as Payment documentation, must include the following information, without error:
- 1) TO Contractor name and address;
  - 2) Remittance address;
  - 3) Federal taxpayer identification (FEIN) number, social security number, as appropriate;
  - 4) Invoice period (i.e. time period during which services covered by invoice were performed);
  - 5) Invoice date;
  - 6) Invoice number;
  - 7) State assigned TO Agreement number;
  - 8) State assigned (Blanket) Purchase Order number(s);
  - 9) Goods or services provided;
  - 10) Amount due; and
  - 11) Any additional documentation required by regulation or the Task Order.
- E. Invoices that contain both fixed price and time and material items shall clearly identify the items as either fixed price or time and material billing.
- F. MDH reserves the right to reduce or withhold Task Order payment in the event the TO Contractor does not provide all required deliverables within the time frame specified in the Task Order or otherwise breaches the terms and conditions of the Task Order until such time as the TO Contractor brings itself into full compliance with the Task Order.
- G. Any action on the part of the MDH, or dispute of action by the TO Contractor, shall be in accordance with the provisions of Md. Code Ann., State Finance and Procurement Article §§ 15-215 through 15-223 and with COMAR 21.10.04.
- H. The State is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. The TO Contractor; however, is not exempt from such sales and use taxes and may be liable for the same.
- I. 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.

### 3.3.3 Invoice Submission Schedule

Invoices are due by the 15th of the month following the month in which services were performed.

### 3.3.4 Time and Materials Invoicing

A. Time and Material invoices shall be accompanied by notice(s) of acceptance issued by the State for all invoices submitted for payment: DPAF for each deliverable being invoiced (see online example at <http://doit.maryland.gov/contracts/Documents/CATSPPlus/CATS+DPAFSample.pdf>) and signed timesheet as described below. Include for each person covered by the invoice the following, individually listed per person: name, hours worked, hourly labor rate, invoice amount and a copy of each person's timesheet for the period signed by the TO Manager.

#### B. Time Sheet Reporting

Within three (3) business days after the last day of the month, the TO Contractor shall submit a monthly timesheet for the preceding month providing data for all resources provided under the Task Order.

At a minimum, each monthly timesheet shall show:

- 1) Title: "Time Sheet for LTSS Technical Oversight TORFP"
- 2) Issuing company name, address, and telephone number
- 3) For each employee /resource:
  - a. Employee / resource name
  - b. For each Period ending date, e.g., "Period Ending: mm/dd/yyyy" (Periods run 1st through 15th and 16th through last day of the month.
    - i) Tasks completed that week and the associated deliverable names and ID#s
    - ii) Number of hours worked each day
    - iii) Total number of hours worked that Period
    - iv) Period variance above or below 40 hours
    - v) Annual number of hours planned under the Task Order
    - vi) Annual number of hours worked to date
    - vii) Balance of hours remaining
    - viii) Annual variance to date (Sum of periodic variances)
- 4) Signature and date lines for the TO Manager
- 5) Time sheets shall be submitted to the TO Manager prior to invoicing. The TO Manager shall sign the timesheet to indicate authorization to invoice.

### 3.3.5 For the purposes of this Task Order an amount will not be deemed due and payable if:

- A. The amount invoiced is inconsistent with the Task Order.
- B. The proper invoice has not been received by the party or office specified in the Task Order.
- C. The invoice or performance is in dispute or the TO Contractor has failed to otherwise comply with the provisions of the Task Order.
- D. The item or services have not been accepted.



- E. The items or services do not meet the quality requirements of the Task Order
- F. If the Task Order provides for progress payments, the proper invoice for the progress payment has not been submitted pursuant to the schedule.
- G. If the Task Order provides for withholding a retainage and the invoice is for the retainage, all stipulated conditions for release of the retainage have not been met.
- H. The TO Contractor has not submitted satisfactory documentation or other evidence reasonably required by the TO Procurement Officer or by the contract concerning performance under the contract and compliance with its provisions.

### **3.3.6 Travel Reimbursement**

Travel will not be reimbursed under this TORFP.

### **3.3.7 Retainage**

This solicitation does not require retainage.

## **3.4 Liquidated Damages**

This solicitation does not require additional liquidated damages.

## **3.5 Disaster Recovery and Data**

**THIS SECTION IS NOT APPLICABLE TO THIS TORFP**

## **3.6 Insurance Requirements**

- 3.6.1** Offeror shall confirm that, as of the date of its proposal, the insurance policies incorporated into its Master Contract are still current and effective at the required levels (See Master Contract Section 2.7).
- 3.6.2** The Offeror shall also confirm that any insurance policies intended to satisfy the requirements of this TORFP are issued by a company that is licensed to do business in the State of Maryland.
- 3.6.3** The recommended awardee must provide a certificate(s) of insurance with the prescribed coverages, limits and requirements set forth in this **Section 3.6 “Insurance Requirements”** within five (5) Business Days from notice of recommended award. During the period of performance for multi-year contracts the TO Contractor shall update certificates of insurance annually, or as otherwise directed by the TO Manager.

### **3.6.4 Cyber Security / Data Breach Insurance**

The TO Contractor shall possess and maintain throughout the term of the awarded TO Agreement and for three (3) years thereafter, Cyber Risk/ Data Breach insurance (either separately or as part of a broad Professional Liability or Errors and Omissions Insurance) with limits of at least US \$5 million (\$5,000,000) per claim. Any “insured vs. insured” exclusions will be modified accordingly to allow the State additional insured status without prejudicing the State’s rights under the policy(ies). Coverage shall be sufficiently broad to respond to the TO Contractor’s duties and obligations under the TO Agreement and shall include, but not be limited to, claims involving privacy violations, information theft, damage to or destruction of electronic information, release of Sensitive Data, and alteration of electronic information, extortion and network security. The policy shall provide coverage for, not by way of limitation, breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

### 3.7 Security Requirements

#### 3.7.1 Employee Identification

- A. TO Contractor Personnel shall display his or her company ID badge in a visible location at all times while on State premises. Upon request of authorized State personnel, each such TO Contractor Personnel shall provide additional photo identification.
- B. TO Contractor Personnel shall cooperate with State site requirements, including but not limited to, being prepared to be escorted at all times, and providing information for State badge issuance.
- C. TO Contractor shall remove any TO Contractor Personnel from working on the Task Order where the State determines, in its sole discretion, that said TO Contractor Personnel has not adhered to the Security requirements specified herein.
- D. The State reserves the right to request that the TO Contractor submit proof of employment authorization of non-United States Citizens, prior to commencement of work under the Task Order.
- E. Unless otherwise specified, the cost of complying with all security requirements specified herein are the sole responsibility and obligation of the TO Contractor and its subcontractors and no such costs shall be passed through to or reimbursed by the State or any of its agencies or units.

#### 3.7.2 Security Clearance / Criminal Background Checks

**This section is not applicable to this TORFP.**

#### 3.7.3 On-Site Security Requirement(s)

- A. For the conditions noted below, TO Contractor Personnel may be barred from entrance or leaving any site until such time that the State's conditions and queries are satisfied.
  - 1) TO Contractor Personnel may be subject to random security checks when entering and leaving State secured areas. The State reserves the right to require TO Contractor Personnel to be accompanied while in secured premises.
  - 2) Some State sites, especially those premises of the Department of Public Safety and Correctional Services, require each person entering the premises to document and inventory items (such as tools and equipment) being brought onto the site, and to submit to a physical search of his or her person. Therefore, TO Contractor Personnel shall always have available an inventory list of tools being brought onto a site and be prepared to present the inventory list to the State staff or an officer upon arrival for review, as well as present the tools or equipment for inspection. Before leaving the site, the TO Contractor Personnel will again present the inventory list and the tools or equipment for inspection. Upon both entering the site and leaving the site, State staff or a correctional or police officer may search TO Contractor Personnel. Depending upon facility rules, specific tools or personal items may be prohibited from being brought into the facility.
- B. Any TO Contractor Personnel who enters the premises of a facility under the jurisdiction of the Agency may be searched, fingerprinted (for the purpose of a criminal history background check), photographed and required to wear an identification card issued by the Agency.
- C. Further, TO Contractor Personnel shall not violate Md. Code Ann., Criminal Law Art. Section 9-410 through 9-417 and such other security policies of the agency that controls the facility to which the TO Contractor Personnel seeks access. The failure of any of the TO Contractor Personnel to comply with any provision of the TO Agreement is sufficient grounds for the State to immediately terminate the TO Agreement for default.

### 3.7.4 Information Technology

The TO Contractor shall:

- A. Implement Administrative, physical, and technical safeguards to protect State data that are no less rigorous than accepted industry best practices for information security such as those listed below (see **Section 3.7.5**);
- B. Ensure that all such safeguards, including the manner in which State data is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws as well as the terms and conditions of the TO Agreement; and
- C. The TO Contractor, and TO Contractor Personnel, shall (i) abide by all applicable federal, State and local laws, rules and regulations concerning security of Information Systems and Information Technology and (ii) comply with and adhere to the State IT Security Policy and Standards as each may be amended or revised from time to time. Updated and revised versions of the State IT Policy and Standards are available online at: [www.doit.maryland.gov](http://www.doit.maryland.gov) – keyword: Security Policy.

### 3.7.5 Data Protection and Controls

- A. TO Contractor shall ensure a secure environment for all State data and any hardware and software (including but not limited to servers, network and data components) to be provided or used in connection with the performance of the TO Agreement and shall apply or cause application of appropriate controls so as to maintain such a secure environment (“Security Best Practices”). Such Security Best Practices shall comply with an accepted industry standard, such as the NIST cybersecurity framework.
- B. To ensure appropriate data protection safeguards are in place, the TO Contractor shall implement and maintain the following controls at all times throughout the term of the TO Agreement (the TO Contractor may augment this list with additional controls):
  - 1) Establish separate production, test, and training environments for systems supporting the services provided under this TO Agreement and ensure that production data is not replicated in test and/or training environment(s) unless it has been previously anonymized or otherwise modified to protect the confidentiality of Sensitive Data elements. The TO Contractor shall ensure the appropriate separation of production and non-production environments by applying the data protection and control requirements listed in **Section 3.7.5**.
  - 2) Apply hardware and software hardening procedures as recommended by Center for Internet Security (CIS) guides <https://www.cisecurity.org/>, Security Technical Implementation Guides (STIG) <http://iase.disa.mil/Pages/index.aspx>, or similar industry best practices to reduce the TO Contractor/subcontractor’s systems’ surface of vulnerability, eliminating as many security risks as possible and documenting what is not feasible and/or not performed according to best practices. Any hardening practices not implemented shall be documented with a plan of action and milestones including any compensating control. These procedures may include but are not limited to removal of unnecessary software, disabling or removing unnecessary services, removal of unnecessary usernames or logins, and the deactivation of unneeded features in the TO Contractor/subcontractor’s system configuration files.
  - 3) Ensure that State data is not comingled with non-State data through the proper application of compartmentalization security measures.
  - 4) Apply data encryption to protect Sensitive Data at all times, including in transit, at rest, and also when archived for backup purposes. Unless otherwise directed, the TO Contractor is responsible for the encryption of all Sensitive Data.

- 5) For all State data the TO Contractor manages or controls, data encryption shall be applied to such data in transit over untrusted networks. Encryption algorithms which are utilized for encrypting data shall comply with current Federal Information Processing Standards (FIPS), “Security Requirements for Cryptographic Modules”, FIPS PUB 140-2:  
<http://csrc.nist.gov/publications/fips/fips140-2/fips1402.pdf>  
<http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm>
- 6) Restrict network connections between trusted and untrusted networks by physically and/or logically isolating systems from unsolicited and unauthenticated network traffic.
- 7) By default, “deny all” and only allow access by exception.
- 8) Review at least annually the aforementioned network connections, documenting and confirming the business justification for the use of all service, protocols, and ports allowed, including the rationale or compensating controls implemented for those protocols considered insecure but necessary.
- 9) Perform regular vulnerability testing of operating system, application, and network devices. Such testing is expected to identify outdated software versions; missing software patches; device or software misconfigurations; and to validate compliance with or deviations from the security policies applicable to this TO Agreement. TO Contractor shall evaluate all identified vulnerabilities for potential adverse effect on security and integrity and remediate the vulnerability no later than 30 days following the earlier of vulnerability’s identification or public disclosure, or document why remediation action is unnecessary or unsuitable. The Agency shall have the right to inspect the TO Contractor’s policies and procedures and the results of vulnerability testing to confirm the effectiveness of these measures for the services being provided under this TO Agreement.
- 10) Enforce strong user authentication and password control measures to minimize the opportunity for unauthorized access through compromise of the user access controls. At a minimum, the implemented measures should be consistent with the most current Maryland Department of Information Technology’s Information Security Policy (<http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx>), including specific requirements for password length, complexity, history, and account lockout.
- 11) Ensure State Data is not processed, transferred, or stored outside of the United States (“U.S.”). The TO Contractor shall provide its services to the State and the State’s end users solely from data centers in the U.S. Unless granted an exception in writing by the State, the TO Contractor shall not allow TO Contractor Personnel to store State data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The TO Contractor shall permit it’s TO Contractor Personnel to access State data remotely only as required to provide technical support.
- 12) Ensure TO Contractor’s Personnel shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the State, which may be revoked at any time for any reason. The TO Contractor/subcontractor shall complete any necessary paperwork as directed and coordinated with the TO Agreement Monitor to obtain approval by the State to connect TO Contractor/subcontractor-owned equipment to a State LAN/WAN.
- 13) Ensure that anti-virus and anti-malware software is installed and maintained on all systems supporting the services provided under this TO Agreement; that the anti-virus and anti-malware software is automatically updated; and that the software is configured to actively scan and detect threats to the system for remediation. The TO Contractor shall perform routine vulnerability scans and take corrective actions for any findings.

- 14) Conduct regular external vulnerability testing designed to examine the service provider's security profile from the Internet without benefit of access to internal systems and networks behind the external security perimeter. evaluate all identified vulnerabilities on Internet-facing devices for potential adverse effect on the service's security and integrity and remediate the vulnerability promptly or document why remediation action is unnecessary or unsuitable. The Agency shall have the right to inspect these policies and procedures and the performance of vulnerability testing to confirm the effectiveness of these measures for the services being provided under this TO Agreement.

### **3.7.6 Security Plan**

- A. The TO Contractor shall protect State data according to a written security policy ("Security Plan") no less rigorous than that of the State, and shall supply a copy of such policy to the State for validation, with any appropriate updates, on an annual basis. The Security Plan shall detail the steps and processes employed by the TO Contractor as well as the features and characteristics which will ensure compliance with the security requirements of the TO Agreement.
- B. If any Security Plan information, including procedures, are different based on a Task Order, TO Contractor shall furnish such differences to the respective TO Manager.

### **3.7.7 Security Incident Response**

- A. The TO Contractor shall notify the Agency in accordance with **Section 3.7.9A-D** when any TO Contractor system that may access, process, or store State data or State systems experiences a Security Incident or a Data Breach as follows:
  - 1) notify the Agency within twenty-four (24) hours of the discovery of a Security Incident by providing notice via written or electronic correspondence to the TO Manager, Agency chief information officer and Agency chief information security officer;
  - 2) notify the Agency within two (2) hours if there is a threat to TO Contractor's Solution as it pertains to the use, disclosure, and security of State data; and
  - 3) provide written notice to the Agency within one (1) Business Day after TO Contractor's discovery of unauthorized use or disclosure of State data and thereafter all information the State (or Agency) requests concerning such unauthorized use or disclosure.
- B. TO Contractor's notice shall identify:
  - 1) the nature of the unauthorized use or disclosure;
  - 2) the State data used or disclosed,
  - 3) who made the unauthorized use or received the unauthorized disclosure;
  - 4) what the TO Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and
  - 5) what corrective action the TO Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.
  - 6) The TO Contractor shall provide such other information, including a written report, as reasonably requested by the State.
- C. The TO Contractor may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the TO Agreement. Discussing Security Incidents with the State should be handled on an urgent as-needed basis, as part of TO

Contractor communication and mitigation processes as mutually agreed upon, defined by law or contained in the TO Agreement.

- D. The Contractor shall comply with all applicable laws that require the notification of individuals in the event of unauthorized release of State data or other event requiring notification, and, where notification is required, assume responsibility for informing all such individuals in accordance with applicable law and to indemnify and hold harmless the State (or Agency) and its officials and employees from and against any claims, damages, and actions related to the event requiring notification.

### **3.7.8 Data Breach Responsibilities**

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

**3.7.9** Additional security requirements may be established in a Task Order and/or a Work Order.

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

**3.7.11** Provisions in Sections 3.7.1 – 3.7.10 shall survive expiration or termination of the TO Agreement. Additionally, the TO Contractor shall flow down the provisions of Sections 3.7.4-3.7.12 (or the substance thereof) in all subcontracts.

## **3.8 SOC 2 Type 2 Audit Report**

A SOC 2 Type 2 Report is not a TO Contractor requirement for this Task Order.

### 3.9 Problem Escalation Procedure

- 3.9.1** The Contractor must provide and maintain a Problem Escalation Procedure (PEP) for both routine and emergency situations. The PEP must state how the Contractor will address problem situations as they occur during the performance of the Contract, especially problems that are not resolved to the satisfaction of the State within appropriate timeframes.
- 3.9.2** The Contractor shall provide contact information to the Contract Monitor, as well as to other State personnel as directed should the Contract Monitor not be available.
- 3.9.3** The Contractor must provide the PEP no later than ten (10) Business Days after notice of recommended award. The PEP, including any revisions thereto, must also be provided within ten (10) Business Days after the start of each Contract year and within ten (10) Business Days after any change in circumstance which changes the PEP. The PEP shall detail how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. The PEP shall include:
- A. The process for establishing the existence of a problem;
  - B. Names, titles, and contact information for progressively higher levels of personnel in the Contractor's organization who would become involved in resolving a problem;
  - C. For each individual listed in the Contractor's PEP, the maximum amount of time a problem will remain unresolved with that individual before the problem escalates to the next contact person listed in the Contractor's PEP;
  - D. Expedited escalation procedures and any circumstances that would trigger expediting them;
  - E. The method of providing feedback on resolution progress, including the frequency of feedback to be provided to the State;
  - F. Contact information for persons responsible for resolving issues after normal business hours (e.g., evenings, weekends, holidays) and on an emergency basis; and
  - G. A process for updating and notifying the Contract Monitor of any changes to the PEP.
- 3.9.4** Nothing in this section shall be construed to limit any rights of the Contract Monitor or the State which may be allowed by the Contract or applicable law.

### 3.10 Performance and Personnel

#### 3.10.1 ROLES AND RESPONSIBILITIES

Personnel roles and responsibilities under the Task Order:

- A. **TO Procurement Officer** – 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.
- B. **TO Manager** - The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement, administrative functions, including issuing written directions, and for ensuring compliance with the terms and conditions of the CATS+ Master Contract.  

The TO Manager will assign tasks to the personnel provided under this TORFP and will track and monitor the work being performed through the monthly accounting of hours’ deliverable for work types; actual work produced will be reconciled with the hours reported.
- C. **TO Contractor** – The TO Contractor is the CATS+ Master Contractor awarded this Task Order. The TO Contractor shall provide human resources as necessary to perform the services described in this TORFP Scope of Work.
- D. **TO Contractor Manager** – The TO Contractor Manager will serve as primary point of contact with the TO Manager to regularly discuss progress of tasks, upcoming tasking, historical performance, and resolution of any issues that may arise pertaining to the TO Contractor Personnel. The TO Contractor Manager will serve as liaison between the TO Manager and the senior TO Contractor management.
- E. **TO Contractor Personnel** – Any official, employee, agent, Subcontractor, or Subcontractor agents of the TO Contractor who is involved with the Task Order over the course of the Task Order period of performance.
- F. **Key Personnel** – A subset of TO Contractor Personnel whose departure during the performance period, will, in the State’s opinion, have a substantial negative impact on Task Order performance. Key Personnel proposed as part of the TO Proposal shall start as of TO Agreement issuance unless specified otherwise in this TORFP or the Offeror’s TO Technical Proposal. Key Personnel may be identified after Task Order award.

#### 3.10.2 Offeror Experience

The following company experience will be evaluated as part of the TO Contractor’s technical proposal.

To be considered reasonably susceptible of being selected for award, an Offeror must provide proof with its TO Technical Proposal that their organization has previous experience within the last seven (7) years in the following:

- A. Experience supporting large-scale IT solutions utilizing industry- proven standards, methods, and tools.
- B. Experience with Health Care Management Systems supporting 2,500 or more end-users.
- C. Experience in claims processing management or oversight.
- D. Experience in supporting large-scale IT application implementation, including oversight of software solutions.
- E. Demonstration of a strong understanding of industry standards around system architecture, data governance, enterprise data management, and cost containment.



**3.10.3 Personnel Experience**

- A. Offerors shall identify proposed personnel that are considered Key Personnel and must include Appendix 3 – Labor Classification Personnel Resume Summary Form with the experience and skills of the Key Personnel proposed. In addition to providing Appendix 3 for all proposed Key Personnel, each proposal must also specify the position descriptions, titles, and areas of responsibility of the personnel who actually will work on the project.
- B. Any Key Personnel proposed under this TORFP, in addition to the TO Contractor Project Manager identified below, and any proposed personnel in response to a Work Order must meet all minimum qualifications for the labor category proposed, as identified in the CATS + Master Contract Section 2.10  
<http://doit.maryland.gov/contracts/Documents/CATSPPlus2016/060B2490023-2016CATSPPlus2016RFP.pdf>
- C. As part of the TO Proposal evaluation, Offerors shall propose exactly four (4) Key Personnel who are expected to be available as of the start date specified in the Notice to Proceed (NTP Date). Offerors shall describe in a Staffing Plan how additional resources shall be acquired to meet the needs of the Department. Offerors may generally describe planned positions in a Staffing Plan. Such planned positions may not be used as evidence of fulfilling personnel minimum qualifications.
- D. Master Contractors may only propose Key Personnel in response to this TORFP. All other planned positions shall be described generally in the Staffing Plan and may not be used as evidence of fulfilling company or personnel minimum qualifications.
- E. In addition to the minimum qualifications for the proposed labor categories, (from CATS + Master Contract Section 2.10  
<http://doit.maryland.gov/contracts/Documents/CATSPPlus2016/060B2490023-2016CATSPPlus2016RFP.pdf> the following experience is expected and will be evaluated as part of the TO Technical Proposal (see the capability of proposed resources evaluation factor from Section 6.2.). An Offeror may be evaluated higher if proposed personnel meet or exceed the preferred experience and qualifications listed below.

ID	Job Description	Experience
A.	Program Manager CATS+ Labor Category: 2.10.94 Program Manager (KEY)	<b>Education:</b> Bachelor’s Degree from an accredited college or university in Engineering, Computer Science, Information Systems, Business or other related discipline. Master’s degree and/or project management certification is preferred. <b>General Experience:</b> At least 12 years of experience in program or project management. <b>Specialized Experience:</b> At least eight (8) years of experience in supervision or oversight of IT related programs or projects
B.	Technical Project Manager CATS+ Labor Category: 2.10.96 Project Manager	<b>Education:</b> Bachelor’s Degree from an accredited college or university in Engineering, Computer Science, Information Systems, Business or other related discipline. Master’s degree or project management certification is preferred.

ID	Job Description	Experience
	(KEY)	<p><b>General Experience:</b> At least five (5) years of experience in project management.</p> <p><b>Specialized Experience:</b> At least five (5) years of experience in managing IT related projects and must demonstrate a leadership role in at least three successful projects that were delivered on time and on budget.</p>
C.	<p>Senior Network Engineer CATS+ Labor Category: 2.10.53 Engineer, Network (Senior)</p> <p>(KEY)</p>	<p><b>Education:</b> A Bachelor's degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering or other related scientific or technical discipline. If applicable, shall be certified as network engineer for the specific network operating system as defined in the State task request. The certification criteria are determined by the network operating system vendor.</p> <p><b>General Experience:</b> Nine (9) years of experience in a computer-related field.</p> <p><b>Specialized Experience:</b> Seven (7) years of progressive experience in planning, designing, implementation, and analyzing data or telecommunications networks. Must have experience with network analysis/management tools and techniques and be familiar with Personal Computers (PCs) in a client/server environment. Must be familiar with IT technology and long distance and local carrier management.</p>
D.	<p>System Application Analyst CATS+ Labor Category: 2.10.12 Applications Development Expert</p> <p>(KEY)</p>	<p><b>Education:</b> Preference for a Bachelor's or Master's Degree in Computer Science, Information Systems, or other related field or equivalent work experience.</p> <p><b>General Experience:</b> At least seven (7) years of IT and business/industry work experience.</p> <p><b>Specialized Experience:</b> At least three (3) years as Technical expert in IT organization. Coaches and mentors more junior technical staff. Provides technical input into the most complex and high impact IT decisions. Accountable for the most complex enterprise-wide applications and issues, translating highly complex concepts for peers and customers.</p>

**3.10.4 Number of Personnel to Propose**

As part of the TO Proposal evaluation, Offerors shall propose one (1) Program Manager, one (1) Technical Project Manager, one (1) Senior Networking Support, and one (1) System Application Analyst in their TO Proposal to be made available as of the start date specified in the NTP.

The Department may also require additional resources under the proposed labor categories to support work, as described in Attachment B- Financial Proposal. These resources will be provided via Work Order. Refer to Appendix 5 – Optional Personnel Resources. Offerors shall describe in a Staffing Plan how additional resources shall be acquired to meet the needs of the Agency. Offerors may generally describe planned positions in a Staffing Plan. Such planned

positions may not be used as evidence of fulfilling personnel minimum qualifications. The Offeror shall provide resumes for approval by the Department of all new personnel added throughout the duration of the Contract. The Offeror shall provide the staff for interview by the Department as requested by the Department.

**3.10.5 Substitution of Education for Experience**

A Bachelor's Degree or higher may be substituted for the general and specialized experience for those labor categories requiring a High School Diploma. A Master's Degree may be substituted for two years of the general and specialized experience for those labor categories requiring a bachelor's degree. Substitution shall be reviewed and approved by the State at its discretion.

**3.10.6 Substitution of Experience for Education**

- A. Substitution of experience for education may be permitted at the discretion of the State.
- B. Substitution of Professional Certificates for Experience:
  - 1) Professional certification (e.g., Microsoft Certified Solutions Expert, SQL Certified Database Administrator) may be substituted for up to two (2) years for general and specialized experience at the discretion of the State.

**3.10.7 TO Contractor Personnel Maintain Certifications**

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

**3.10.8 Work Hours**

- A. Business Hours Support: TO Contractor shall assign TO Contractor Personnel to support Normal State Business Hours (see definition in **Appendix 1**) Needs beyond the hours described in paragraph A may be defined in a Task Order.
- B. Scheduled non-Business Hours Support: After hours support may be necessary to respond to IT Security emergency situations. Additionally, services may also involve some evening and/or weekend hours performing planned system upgrades in addition to core business hours. Hours performing system upgrades would be billed on actual time worked at the rates proposed.
- C. State-Mandated Closings: TO Contractor Personnel shall be required to participate in any State-mandated closings. In this event, the TO Contractor will be notified in writing by the TO Manager of these details.
- D. Minimum and Maximum Hours: Full-time TO Contractor Personnel shall work 40 hours per week with starting and ending times as approved by the TO Manager. A flexible work schedule may be used with TO Manager approval, including time to support any efforts outside core business hours. TO Contractor Personnel may also be requested to restrict the number of hours TO Contractor personnel can work within a given period of time that may result in less than an eight-hour day or less than a 40-hour work week.
- E. Vacation Hours: Requests for leave shall be submitted to the TO Manager at least two weeks in advance. The TO Manager reserves the right to request a temporary replacement if leave extends longer than one consecutive week. In cases where there is insufficient coverage, a leave request may be denied.

### 3.11 Substitution of Personnel

#### 3.11.1 Directed Personnel Replacement

- A. The TO Manager may direct the TO Contractor to replace any TO Contractor Personnel who, in the sole discretion of the TO Manager, are perceived as being unqualified, non-productive, unable to fully perform the job duties, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law or Agency, Contract, or Task Order requirement.
- B. If deemed appropriate in the discretion of the TO Manager, the TO Manager shall give written notice of any TO Contractor Personnel performance issues to the TO Contractor, describing the problem and delineating the remediation requirement(s). The TO Contractor shall provide a written Remediation Plan within three (3) days of the date of the notice. If the TO Manager rejects the Remediation Plan, the TO Contractor shall revise and resubmit the plan to the TO Manager within five (5) days of the rejection, or in the timeframe set forth by the TO Manager in writing. Once a Remediation Plan has been accepted in writing by the TO Manager, the TO Contractor shall immediately implement the Remediation Plan.
- C. Should performance issues persist despite the approved Remediation Plan, the TO Manager will give written notice of the continuing performance issues and either request a new Remediation Plan within a specified time limit or direct the removal and replacement of the TO Contractor Personnel whose performance is at issue. A request for a new Remediation Plan will follow the procedure described in **Section 3.11.1.B**.
- D. In circumstances of directed removal, the TO Contractor shall provide a suitable replacement for TO Manager approval within fifteen (15) days of the date of the notification of directed removal, or the actual removal, whichever occurs first, or such earlier time as directed by the TO Manager in the event of a removal on less than fifteen days' notice
- E. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation, as described above. However, the TO Manager reserves the right to direct immediate personnel replacement without utilizing the remediation procedure described above.
- F. Replacement or substitution of TO Contractor Personnel under this section shall be in addition to, and not in lieu of, the State's remedies under the Task Order or which otherwise may be available at law or in equity.

#### 3.11.2 Substitution Prior to and 30 Days After Task Order Execution

- A. Prior to Task Order Execution or within thirty (30) days after Task Order Execution, the Offeror may substitute proposed Key Personnel only under the following circumstances: vacancy occurs due to the sudden termination, resignation, or approved leave of absence due to an *Extraordinary Personnel Event*, or death of such personnel. To qualify for such substitution, the Offeror must describe to the State's satisfaction the event necessitating substitution and must demonstrate that the originally proposed personnel are actual full-time direct employees with the Offeror (subcontractors, temporary staff or 1099 contractors do not qualify). Proposed substitutions shall be of equal caliber or higher, in the State's sole discretion. Proposed substitutes deemed by the State to be less qualified than the originally proposed individual may be grounds for pre-award disqualification or post-award termination.
- B. An *Extraordinary Personnel Event* – means Leave under the Family Medical Leave Act; an incapacitating injury or incapacitating illness; or other circumstances that in the sole discretion of the State warrant an extended leave of absence, such as extended jury duty or extended military service.

### 3.11.3 Substitution More Than 30 Days After Task Order Execution

The procedure for substituting personnel after Task Order execution is as follows:

- A. The TO Contractor may not substitute personnel without the prior approval of the TO Manager.
- B. To replace any personnel, the TO Contractor shall submit resumes of the proposed individual specifying the intended approved labor category. Any proposed substitute personnel shall have qualifications equal to or better than those of the replaced personnel.
- C. Proposed substitute individual shall be approved by the TO Manager. The TO Manager shall have the option to interview the proposed substitute personnel and may require that such interviews be in person. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the requested substitution. If no acceptable substitute personnel is proposed within the time frame established by the TO Manager, the TO Agreement may be cancelled.

### 3.12 Minority Business Enterprise (MBE) Reports

There is no MBE Participation Goal for this Task Order.

### 3.13 Veteran Small Business Enterprise (VSBE) Reports

There is no VSBE Goal for this Task Order.

### 3.14 Work Orders

- A. Additional services and resources will be provided via a Work Order process. Work shall not begin in advance of a fully executed Work Order. A Work Order may be issued for time and materials (T&M) pricing. T&M Work Orders will be issued in accordance with pre-approved Labor Categories with the fully loaded rates proposed in **Attachment B – Price Proposal**.
- B. The TO Manager shall e-mail a Work Order Request (See sample at <http://doit.maryland.gov/contracts/Documents/CATSPPlus/CATS+WorkOrderSample.pdf>) to the TO Contractor to provide services or resources that are within the scope of this TORFP. The Work Order Request will include:
  - 1) Technical requirements and description of the service or resources needed
  - 2) Performance objectives and/or deliverables, as applicable
  - 3) Due date and time for submitting a response to the request, and
  - 4) Required place(s) where work must be performed
- C. The TO Contractor shall e-mail a response to the TO Manager within the specified time and include at a minimum:
  - 1) A response that details the TO Contractor's understanding of the work;
  - 2) A price to complete the Work Order Request using the format provided using the format provided (see online sample).
  - 3) A description of proposed resources required to perform the requested tasks, with labor categories listed in accordance with Attachment B.
  - 4) An explanation of how tasks shall be completed. This description shall include proposed subcontractors and related tasks.
  - 5) State-furnished information, work site, and/or access to equipment, facilities, or personnel

- 6) The proposed personnel resources, including any subcontractor personnel, to complete the task.
- D. For a T&M Work Order, the TO Manager will review the response and will confirm the proposed labor rates are consistent with this TORFP.
- E. The TO Manager may contact the TO Contractor to obtain additional information, clarification or revision to the Work Order, and will provide the Work Order to the TO Procurement Officer for a determination of compliance with the TO Agreement and a determination whether a change order is appropriate. Written TO Procurement Officer approval is required before Work Order execution by the State.
- F. Proposed personnel on any type of Work Order shall be subject to Agency approval. The TO Contractor shall furnish resumes of proposed personnel specifying the labor category(ies) proposed. The TO Manager shall have the option to interview the proposed personnel and, in the event of an interview or not, shall notify the TO Contractor of acceptance or denial of the personnel.
- G. Performance of services under a Work Order shall commence consistent with an NTP issued by the TO Manager for such Work Order.

### **3.15 Additional Clauses**

The TO Contractor shall be subject to the requirements in this section and shall flow down the provisions of **Sections 3.15.1 – 3.15.5** (or the substance thereof) in all subcontracts.

#### **3.15.1 Contract Management Oversight Activities**

- A. DoIT is responsible for contract management oversight on the CATS+ Master Contract. As part of that oversight, DoIT has implemented a process for self-reporting contract management activities of Task Orders under CATS+. This process typically applies to active TOs for operations and maintenance services valued at \$1 million or greater, but all CATS+ Task Orders are subject to review.
- B. A sample of the TO Contractor Self-Reporting Checklist is available on the CATS+ website at <http://doit.maryland.gov/contracts/Documents/CATSPPlus/CATS+Self-ReportingChecklistSample.pdf>. DoIT may send initial checklists out to applicable/selected TO Contractors approximately three months after the award date for a Task Orders. The TO Contractor shall complete and return the checklist as instructed on the form. Subsequently, at six month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT.

#### **3.15.2 No-Cost Extensions**

In the event there are unspent funds remaining on the TO Agreement, prior to the TO's expiration date the TO Procurement Officer may modify the TO Agreement to extend the TO Agreement beyond its expiration date for the performance of work within the TO's scope of work. Notwithstanding anything to the contrary, no funds may be added to the TO Agreement in connection with any such extension.

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## 4 TORFP Instructions

### 4.1 TO Pre-Proposal Conference

- 4.1.1 A TO pre-proposal conference (Conference) will be held at the date, time, and location indicated on the Key Information Summary Sheet.
- 4.1.2 Attendance at the Conference is not mandatory, but all interested parties are encouraged to attend in order to facilitate better preparation of their proposals.
- 4.1.3 Following the Conference, the attendance record and summary of the Conference will be distributed via e-mail to all Master Contractors known to have received a copy of this TORFP.
- 4.1.4 Attendees should bring a copy of the solicitation and a business card to help facilitate the sign-in process.
- 4.1.5 In order to assure adequate seating and other accommodations at the Conference, please e-mail the Pre-Proposal Conference Response Form (**Attachment A**) no later than the time and date indicated on the form. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please notify the TO Procurement Officer at least five (5) business days prior to the Conference date. The Agency will make a reasonable effort to provide such special accommodation.

### 4.2 Questions

- 4.2.1 All questions shall identify in the subject line the Solicitation Number and Title M00B9400015 MDH/OPASS 20-18149 - Long Term Services & Supports (LTSS) Technical Oversight), and shall be submitted in writing via e-mail to the TO Procurement Officer no later than the date and time specified the Key Information Summary Sheet.
- 4.2.2 Answers to all questions that are not clearly specific only to the requestor will be provided to all Master Contractors who are known to have received a copy of the TORFP.
- 4.2.3 The statements and interpretations contained in responses to any questions, whether responded to verbally or in writing, are not binding on the Agency unless it issues an amendment in writing.

### 4.3 TO Proposal Due (Closing) Date and Time

- 4.3.1 TO Proposals, in the number and form set forth in **Section 5 TO Proposal Format**, must be received by the TO Procurement Officer no later than the TO Proposal due date and time indicated on the Key Information Summary Sheet in order to be considered.
- 4.3.2 Requests for extension of this date or time shall not be granted.
- 4.3.3 Offerors submitting TO Proposals should allow sufficient delivery time to ensure timely receipt by the TO Procurement Officer. Except as provided in COMAR 21.05.03.02.F and 21.05.02.10, TO Proposals received after the due date and time listed in the Key Information Summary Sheet will not be considered.
- 4.3.4 The date and time of an e-mail submission is determined by the date and time of arrival in the e-mail address indicated on the Key Information Summary Sheet.
- 4.3.5 TO Proposals may be modified or withdrawn by written notice received by the TO Procurement Officer before the time and date set forth in the Key Information Summary Sheet for receipt of TO Proposals.

#### 4.4 Award Basis

Based upon an evaluation of TO Proposal responses as provided in **Section 6.4**, below, a Master Contractor will be selected to conduct the work defined in **Sections 2 and 3**. A specific TO Agreement, **Attachment M**, 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 TO Financial Proposal.

#### 4.5 Oral Presentation

- 4.5.1** Offerors and proposed TO Contractor Personnel will be required to make an oral presentation to State representatives. Offerors must confirm in writing any substantive oral clarification of, or change in, their Proposals made in the course of discussions. Any such written clarifications or changes then become part of the Master Contractor's TO Proposal. The TO Procurement Officer will notify Offerors of the time and place of oral presentations and interviews, should interviews be scheduled separately.
- 4.5.2** All Offerors meeting minimum qualifications shall participate in interviews, which are a type of oral presentation. All candidates shall be interviewed in substantially the same manner. The TO Procurement Officer shall, for each round of interviews, determine whether phone or in-person interviews will be utilized. At the TO Procurement Officer's discretion, interviews may be conducted via the internet (e.g., Skype, GotoMeeting, WebEx) in lieu of in-person interviews.

#### 4.6 Limitation of Liability

The TO Contractor's liability is limited in accordance with the Limitations of Liability section of the CATS+ Master Contract. TO Contractor's liability for this TORFP is limited to one (1) times the total TO Agreement amount.

#### 4.7 MBE Participation Goal

There is no MBE participation goal for this procurement

#### 4.8 VSBE Goal

There is no VSBE participation goal for this procurement.

#### 4.9 Living Wage Requirements

The Master Contractor shall abide by the Living Wage requirements under Title 18, State Finance and Procurement Article, Annotated Code of Maryland and the regulations proposed by the Commissioner of Labor and Industry.

All TO Proposals shall be accompanied by a completed Living Wage Affidavit of Agreement, **Attachment F** of this TORFP.

#### 4.10 Federal Funding Acknowledgement

- 4.10.1** There are programmatic conditions that apply to this TO Agreement due to federal funding (see **Attachment G**).
- 4.10.2** The total amount of federal funds allocated for MDH Operations & Maintenance is \$17,485,456 in Maryland State fiscal year 2018. This represents 75% of all funds budgeted for the unit in that fiscal year. This does not necessarily represent the amount of funding available for any particular grant, contract, or solicitation.



**4.10.3** The TO Agreement contains federal funds. The source of these federal funds is: Center for Medicaid and CHIP Services Operations & Maintenance Enhanced Funding for Medicaid Eligibility Systems Advanced Planning Document. The conditions that apply to all federal funds awarded by the Agency are contained in Federal Funds **Attachment G**. Any additional conditions that apply to this particular federally funded contract are contained as supplements to Federal Funds **Attachment G** and Offerors are to complete and submit these Attachments with their TO Proposals as instructed in the Attachments. Acceptance of this agreement indicates the Offeror's intent to comply with all conditions, which are part of the TO Agreement.

## **4.11 Conflict of Interest Affidavit and Disclosure**

**4.11.1** Offerors shall complete and sign the Conflict of Interest Affidavit and Disclosure (**Attachment H**) and submit it with their Proposals. All Offerors are advised that if a TO Agreement is awarded as a result of this solicitation, the TO Contractor's Personnel who perform or control work under this TO Agreement and each of the participating subcontractor personnel who perform or control work under this TO Agreement shall be required to complete agreements substantially similar to **Attachment H**, conflict of interest Affidavit and Disclosure.

**4.11.2** 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 an Offeror's TO Proposal under COMAR 21.06.02.03B.

**4.11.3** Master Contractors should be aware that the State Ethics Law, Md. Code Ann., General Provisions Article, Title 5, might limit the selected Master Contractor's ability to participate in future related procurements, depending upon specific circumstances.

**4.11.4** By submitting a Conflict of Interest Affidavit and Disclosure, the Offeror shall be construed as certifying all TO Contractor Personnel and Subcontractors are also without a conflict of interest as defined in COMAR 21.05.08.08A.

## **4.12 Non-Disclosure Agreement**

### **4.12.1 Non-Disclosure Agreement (Offeror)**

A reading room is currently not anticipated for this TORFP, however in the event that the need arises, the following applies:

Certain documentation may be available for potential Offerors to review at a reading room at 201 West Preston St. Baltimore MD, 21202 Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of **Appendix 5**. Please contact the TO Procurement Officer to schedule an appointment.

### **4.12.2 Non-Disclosure Agreement (TO Contractor)**

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

## **4.13 HIPAA - Business Associate Agreement**

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

#### **4.14 Location of the Performance of Services Disclosure**

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

#### **4.15 Bonds**

This solicitation does not require bonds.

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## 5 TO Proposal Format

### 5.1 Required Response

Each Master Contractor receiving this CATS+ TORFP shall respond no later than the submission due date and time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one of two possible responses: 1) a TO Proposal; or 2) a completed Master Contractor Feedback Form (available online within the Master Contractor Admin System). The feedback form helps the State understand for future contract development why Master Contractors did not submit proposals. The form is accessible via the CATS+ Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu.

A TO Proposal shall conform to the requirements of this CATS+ TORFP.

### 5.2 Two Part Submission

Offerors shall submit TO Proposals in separate volumes:

- Volume I – TO TECHNICAL PROPOSAL
- Volume II – TO FINANCIAL PROPOSAL

### 5.3 TO Proposal Packaging and Delivery

**5.3.1** TO Proposals delivered by facsimile shall not be considered.

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

**5.3.3** Offerors may submit TO Proposals by electronic means as described.

- A. Electronic means includes e-mail to the TO Procurement Officer address listed on the Key Information Summary Sheet.
- B. An Offeror wishing to deliver a hard copy (paper) TO Proposal shall contact the TO Procurement Officer for instructions.

**5.3.4** E-mail submissions

- A. All TO Proposal e-mails shall be sent with password protection.
- B. The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet. The date and time of submission is determined by the date and time of arrival in the TO Procurement Officer's e-mail box. Time stamps on outgoing email from Master TO Contractors shall not be accepted. Requests for extension of this date or time will not be granted. Except as provided in COMAR 21.05.03.02F, TO Proposals received by the TO Procurement Officer after the due date will not be considered.
- C. The State has established the following procedure to restrict access to TO Proposals received electronically: all Technical and TO Financial Proposals must be password protected, and the password for the TO TECHNICAL PROPOSAL must be different from the password for the TO Financial Proposal. Offerors will provide these two passwords to MDH upon request or their TO Proposal will be deemed not susceptible for award. Subsequent submissions of TO Proposal content will not be allowed.
- D. The TO Procurement Officer will only contact those Offerors with TO Proposals that are reasonably susceptible for award.

- E. TO Proposals submitted via e-mail must not exceed **25 Mb**. If a submission exceeds this size, split the submission into two or more parts and include the appropriate part number in the subject (e.g., part 1 of 2) after the subject line information below.
- F. The e-mail submission subject line shall state the TORFP MDH/OPASS 20-18149 and either “Technical” or “Financial.”

**5.3.5 Two Part Submission:**

- A. TO Technical Proposal consisting of:
  - 1) TO Technical Proposal and all supporting material in Microsoft Word format, version 2007 or greater,
  - 2) the TO Technical Proposal in searchable Adobe PDF format,
  - 3) a second searchable Adobe copy of the TO Technical Proposal, redacted in accordance with confidential and/or proprietary information removed (see **Section 5.4.2.B**, and
- B. TO Financial Proposal consisting of:
  - 1) TO Financial Proposal and all supporting material in Microsoft Word format, version 2007 or greater
  - 2) the TO Financial Proposal in searchable Adobe PDF format,
  - 3) a second searchable Adobe copy of the TO Financial Proposal, redacted in accordance with confidential and/or proprietary information removed (see **Section 5.4.2.B**).

## **5.4 Volume I - TO Technical Proposal**

NOTE: Provide **no pricing information** in the TO Technical Proposal (Volume I). Include pricing information only in the TO Financial Proposal (Volume II).

- 5.4.1** In addition to the instructions below, responses in the Offeror’s TO Technical Proposal shall reference the organization and numbering of Sections in the TORFP (e.g., “Section 2.2.1 Response . . . ; “Section 2.2.2 Response . . .”). All pages of both TO Proposal volumes shall be consecutively numbered from beginning (Page 1) to end (Page “x”).
- 5.4.2** The TO Technical Proposal shall include the following documents and information in the order specified as follows:
  - A. Proposed Services:
    - a. Executive Summary: A one-page summary describing the Offeror’s understanding of the TORFP scope of work (**Sections 2-3**) and proposed solution.
    - b. Proposed Solution: A more detailed description of the Offeror’s understanding of the TORFP scope of work, proposed methodology and solution. The proposed solution shall be organized to exactly match the requirements outlined in Sections 2-3.
    - c. Assumptions: A description of any assumptions formed by the Offeror in developing the TO Technical Proposal.
    - d. Tools the Master Contractor owns and proposes for use to meet any requirements in Sections 2-3.
  - B. Proposer Information Sheet and Transmittal Letter

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

**C. Minimum Qualifications Documentation (If applicable)**

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

**D. Proposed Personnel and TORFP Staffing**

Offeror shall:

- 1) Identify exactly four (4) Key Personnel and the qualifications and types of staff proposed to be utilized under the Task Order. The Offeror shall describe in detail how the proposed staff's experience and qualifications relate to their specific responsibilities, including any staff of proposed subcontractor(s), as detailed in the Staffing Plan.
- 2) Complete and provide for each proposed resource resume in the format of **Appendix 3** Work Order Resume Form for exactly four (4) Key Personnel.
- 3) Provide scanned copies of current documents to substantiate any certificates, degrees and awards that the Offeror has listed in **Appendix 3**, Work Order Resume Form, for exactly four (4) Key Personnel.
- 4) Provide two (2) references per proposed Key Personnel containing the information listed in the references section of **Appendix 3**, for exactly four (4) Key Personnel.
- 5) Provide a Staffing Plan that demonstrates how the Offeror will provide resources in addition to the personnel requested in this TORFP, and how the TO Contractor Personnel shall be managed. Include:
  - a. Planned team composition by role (Important: Identify specific names and provide history only for the proposed Key Personnel resources required for evaluation of this TORFP).
  - b. Process and proposed lead time for locating and bringing on board resources that meet the Task Order needs, including those listed in Appendix 5.
  - c. Supporting descriptions for all labor categories proposed in response to this TORFP, including those listed in Appendix 5.
  - d. Description of approach for quickly substituting qualified personnel after start of the Task Order.
  - e. Provide the names and titles of the Offeror's management staff who will supervise the personnel and quality of services rendered under the TO. Subcontractors
- 6) Identify all proposed Subcontractors, including MBEs, and their roles in the performance of the scope of work hereunder.
- 7) Overall Offeror team organizational chart

Provide an overall team organizational chart with all team resources available to fulfill the Task Order scope of work.

**E. Master Contractor and Subcontractor Experience and Capabilities**

- 1) Provide up to three examples of engagements or contracts the Master Contractor or Subcontractor, if applicable, has completed that were similar to the requested scope of work. Include contact information for each client organization complete with the following:
  - a) Name of organization.
  - b) Point of contact name, title, e-mail and telephone number (point of contact shall be accessible and knowledgeable regarding experience)
  - c) Services provided as they relate to the scope of work.
  - d) Start and end dates for each example engagement or contract.
  - e) Current Master Contractor team personnel who participated on the engagement.
  - f) If the Master Contractor is no longer providing the services, explain why not.
- 2) State of Maryland Experience: The Master Contractor shall submit a list of all Major IT Development Projects (MITDP) contracts it currently holds or has held within the past five years with any entity of the State of Maryland. State of Maryland experience can be included as part of **F.1** above as engagement or contract experience. State of Maryland experience is neither required nor given more weight in proposal evaluations.
- 3) For each identified contract, the Master Contractor shall provide the following (if not already provided in sub paragraph A above):
  - a) Contract or task order name
  - b) Name of organization.
  - c) Point of contact name, title, e-mail, and telephone number (point of contact shall be accessible and knowledgeable regarding experience)
  - d) Start and end dates for each engagement or contract. If the Master Contractor is no longer providing the services, explain why not.
  - e) Dollar value of the contract.
  - f) Indicate if the contract was terminated before the original expiration date.
  - g) Indicate if any renewal options were not exercised.

**F. State Assistance**

Provide an estimate of expectation concerning participation by State personnel.

**G. Confidentiality**

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 4, of the General Provisions Article of the Annotated Code of Maryland. Master 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.

Offeror shall furnish a list that identifies each section of the TO Technical Proposal where, in the Offeror's opinion, the Offeror's response should not be disclosed by the State under the Public Information Act.

H. Additional Submissions:

- 1) Attachments and Exhibits;
  - a) All forms required for the TO Technical Proposal are identified in **Table 1 of Section 7** – Exhibits and Attachments. Unless directed otherwise by instructions within an individual form, complete, sign, and include all required forms in the TO Technical Proposal.
  - b) No attachment forms shall be altered. Signatures shall be clearly visible.
- 2) Offerors shall furnish with their Technical TO Proposal any and all agreements the Offeror expects the State to sign or to be subject to in connection with or in order to use the Offeror's services under this Task Order Agreement, including but not limited to software license agreement(s), end user license agreement(s), AUP. This includes the complete text of all agreements referenced or incorporated in primary documents (i.e., links to the relevant agreements are not allowed).
- 3) Any services furnished from third party entities, e.g., resold services, shall include current Letters of Authorization or such other documentation demonstrating the authorization for such services.
- 4) A Letter of Authorization shall be on the authorizing entity's letterhead or through the authorizing entity's e-mail. Further, each Letter of Authorization shall be less than twelve (12) months old. Each Letter of Authorization or e-mail must provide the following information:
  - a) Authorizing entity POC name and alternate for verification
  - b) Authorizing entity POC mailing address
  - c) Authorizing entity POC telephone number
  - d) Authorizing entity POC email address
  - e) If available, a Reseller Identifier
- 5) Statement of Financial Capability:
  - a) An Offeror must include in its Proposal a commonly accepted method to prove its fiscal integrity. If available, the Offeror shall include Financial Statements, preferably a Profit and Loss (P&L) statement and a Balance Sheet, for the last two (2) years (independently audited preferred).
  - b) In addition, the Offeror may supplement its response to this Section by including one or more of the following with its response:
    - i) Dunn and Bradstreet Rating;
    - ii) Standard and Poor's Rating;
    - iii) Lines of credit;
    - iv) Evidence of a successful financial track record; and
    - v) Evidence of adequate working capital.

## 5.5 Volume II – TO Financial Proposal

- 5.5.1 The TO Financial Proposal shall contain all price information in the format specified in **Attachment B** - Financial Proposal Form. The Offeror shall complete the Financial Proposal Form only as provided in the Financial Proposal Form Instructions and the Financial Proposal Form itself.
- 5.5.2 The TO Financial Proposal shall contain a description of any assumptions on which the Master Contractor's TO Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the Financial Proposal Form);
- 5.5.3 **Attachment B**– Financial Proposal Form, with all proposed labor categories including all rates fully loaded. Master Contractors shall list all key resources by approved CATS+ labor categories in the TO Financial Proposal.
- 5.5.4 To be responsive to this TORFP, the Financial Proposal Form shall provide labor rates for all labor categories anticipated for this TORFP. Proposed rates shall not exceed the rates defined in the Master Contract for the Master Contract year(s) in effect at the time of the TO Proposal due date.
- 5.5.5 Note: Failure to specify a CATS+ labor category in the completed Financial Proposal Form for each proposed resource will make the TO Proposal non-responsive to this TORFP.
- 5.5.6 Prices shall be valid for 120 days.

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## 6 Evaluation and Selection Process

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 Agency will consider all information submitted in accordance with Section 5.

### 6.1 Evaluation Committee

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

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

### 6.2 TO Technical Proposal Evaluation Criteria

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

#### 6.2.1 Experience and Qualifications of Proposed Staff (See TORFP § 5.4.2.D)

The capability of the proposed resources to perform the required tasks and produce the required deliverables in the TORFP **Sections 2-3**. Capability will be determined from each proposed individual's resume, reference checks, and oral presentation (See **Section 4.5** Oral Presentation).

#### 6.2.2 Offeror's Technical Response to TORFP Requirements (See TORFP § 5.4.2)

The State prefers an Offeror's response to work requirements in the TORFP that illustrates a comprehensive understanding of work requirements and mastery of the subject matter, including an explanation of how the work will be performed. TO Proposals which include limited responses to work requirements such as "concur" or "will comply" will receive a lower ranking than those TO proposals that demonstrate an understanding of the work requirements and include plans to meet or exceed them.

#### 6.2.3 Offeror Qualifications and Capabilities, including proposed subcontractors (See TORFP § 5.4.2.E)

#### 6.2.4 Demonstration of how the Master Contractor plans to staff the task order at the levels set forth in the TORFP and also for potential future resource requests.

### 6.3 TO Financial Proposal Evaluation Criteria

All Qualified Offerors (see **Section 6.4**) will be ranked from the lowest (most advantageous) to the highest (least advantageous) price based on the Total Proposal Price within the stated guidelines set forth in this TORFP and as submitted on **Attachment B** - TO Financial Proposal Form.

### 6.4 Down-Select Procedure

In the event that more than TEN (10) susceptible TO Proposals are received, the TO Procurement Officer may elect to follow a down-select process prior to oral presentations as follows.

An initial technical ranking will be performed for all TO Proposals based on the key personnel resumes submitted. TO Proposals will be ranked from highest to lowest for technical merit based on the quality of

the resumes submitted and the extent to which the proposed individuals' qualifications align with the position needs as described in this TORFP.

The Department shall select, at a minimum, the top ten (10) TO proposals identified by the initial technical rankings of the proposed TO Contractor Personnel to be invited to oral presentation interviews and site visits. All other Master Contractors will be notified of non-selection for this TORFP.

## **6.5 Selection Procedures**

TO Technical Proposals shall be evaluated based on the criteria set forth above in **Section 6.2**. TO Technical Proposals and TO Financial Proposals will be evaluated independently of each other.

- A. TO Proposals will be assessed throughout the evaluation process for compliance with the minimum qualifications listed in Section 1 of this TORFP, and quality of responses to **Section 5.3 TO Technical Proposal**. Failure to meet the minimum qualifications shall render a TO Proposal not reasonably susceptible for award. The TO Procurement Officer will notify those Offerors who have not been selected to perform the work.
- B. TO Technical Proposals will be evaluated for technical merit and ranked. Oral presentations and discussions may be held to assure full understanding of the State's requirements and of the qualified Offeror's proposals and abilities to perform, and to facilitate arrival at a TO Agreement that is most advantageous to the State.
- C. The Procurement Officer will only open the TO Financial Proposals where the associated TO Technical Proposals have been classified as reasonably susceptible for award.
- D. After review of TO Financial Proposals, TO Financial Proposals for qualified Offerors will be reviewed and ranked from lowest to highest price proposed.
- E. When in the best interest of the State, the TO Procurement Officer may permit Qualified Offerors to revise their initial Proposals and submit, in writing, Best and Final Offers (BAFOs). The State may make an award without issuing a request for a BAFO.
- F. The Procurement Officer shall make a determination recommending award of the TO to the responsible Offeror who has the TO Proposal determined to be the most advantageous to the State, considering price and the evaluation criteria set forth above. In making this selection, the TO Technical Proposal will be given greater weight than the TO Financial Proposal.

All Master Contractors submitting a TO Proposal shall receive written notice from the TO Procurement Officer identifying the awardee.

## **6.6 Documents Required upon Notice of Recommendation for Task Order Award**

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

Commencement of work in response to a TO Agreement shall be initiated only upon the completed documents and attestations, plus:

- A. Issuance of a fully executed TO Agreement,
- B. Purchase Order, and
- C. by a Notice to Proceed authorized by the TO Procurement Officer. See (see online example at <http://doit.maryland.gov/contracts/Documents/CATSPPlus/CATS+NoticeToProceedSample.pdf>).

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## 7 TORFP ATTACHMENTS AND APPENDICES

### Instructions Page

A TO Proposal submitted by an Offeror must be accompanied by the completed forms and/or affidavits identified as “With TO Proposal” in the “When to Submit” column in the table below.

For e-mail submissions, submit one (1) copy of each with signatures.

All Offerors are advised that if a Task Order is awarded as a result of this solicitation, the successful Offeror will be required to complete certain forms and affidavits after notification of recommended award.

For documents required after award, submit three (3) copies of each document within the appropriate number of days after notification of recommended award, as listed in Table 1 below in the “When to Submit” column.

When to Submit	Label	Attachment Name
Before Proposal	A	Pre-Proposal Conference Response Form
With Proposal	B	Financial Proposal Instructions and Form
With Proposal	C	Bid/Proposal Affidavit (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentC-Bid_Proposal-Affidavit.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentC-Bid_Proposal-Affidavit.pdf</a> )
N/A	D	MBE Forms D-1A (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf</a> ) <b>IMPORTANT:</b> If this RFP contains different Functional Areas or Service Categories. A separate Attachment D-1A is to be submitted for each Functional Area or Service Category where there is a MBE goal.
N/A	D	MBE Forms D-1B, D-1C, D-2, D-3A, D-3B (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf</a> ) <b>Important:</b> Attachment D-1C, if a waiver has been requested, is also required within 10 days of recommended award.
N/A	D	MBE Forms D-4A, D-4B, D-5 (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf</a> )
N/A	E	Veteran-Owned Small Business Enterprise (VSBE) Form E-1A (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentE-VSBEForms.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentE-VSBEForms.pdf</a> )

When to Submit	Label	Attachment Name
		<b>IMPORTANT:</b> If this RFP contains different Functional Areas or Service Categories. A separate Attachment E-1A is to be submitted for each Functional Area or Service Category where there is a VSBE goal.
N/A	E	VSBE Forms E-1B, E-2, E-3 (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentE-VSBEForms.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentE-VSBEForms.pdf</a> ) <b>Important:</b> Attachment E-1B, if a waiver has been requested, is also required within 10 days of recommended award.
With Proposal	F	Maryland Living Wage Requirements for Service Contracts and Affidavit of Agreement (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentF-LivingWageAffidavit.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentF-LivingWageAffidavit.pdf</a> )
With Proposal	G	Federal Funds Attachments (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentG-FederalFundsAttachment.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentG-FederalFundsAttachment.pdf</a> )
With Proposal	H	Conflict of Interest Affidavit and Disclosure (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentH-Conflict-of-InterestAffidavit.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentH-Conflict-of-InterestAffidavit.pdf</a> )
5 Business Days after recommended award – However, suggested with Proposal	I	Non-Disclosure Agreement (Contractor) (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-I-Non-DisclosureAgreementContractor.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-I-Non-DisclosureAgreementContractor.pdf</a> )
N/A	J	HIPAA Business Associate Agreement (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-J-HIPAABusinessAssociateAgreement.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-J-HIPAABusinessAssociateAgreement.pdf</a> )
N/A	K	Mercury Affidavit (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-K-MercuryAffidavit.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-K-MercuryAffidavit.pdf</a> )
With Proposal	L	Location of the Performance of Services Disclosure (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-L-PerformanceofServicesDisclosure.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-L-PerformanceofServicesDisclosure.pdf</a> )
5 Business Days after recommended award	M	Sample Task Order (included in this TORFP)

When to Submit	Label	Attachment Name
N/A	N	DHS Hiring Agreement (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-O-DHSHiringAgreement.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-O-DHSHiringAgreement.pdf</a> )
When to Submit	Label	Appendix Name
n/a	1	Abbreviations and Definitions (included in this RFP)
With Proposal	2	Offeror Information Sheet (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Appendix2-Bidder_OfferorInformationSheet.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Appendix2-Bidder_OfferorInformationSheet.pdf</a> )
With Proposal	4	Labor Classification Personnel Resume Form
Before Proposal, as directed.	5	Non-Disclosure Agreement (Offeror) (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/Appendix-3-Non-Disclosure-Agreement-Offeror-1.dotx">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/Appendix-3-Non-Disclosure-Agreement-Offeror-1.dotx</a> )
When to Submit	Label	Document Name
5 Business Days after recommended award		Evidence of meeting insurance requirements (see <b>Section 3.6</b> ); 1 copy
10 Business Days after recommended award		PEP; 1 copy
With deliverables	--	Deliverable Product Acceptance Form (DPAF) (see online at <a href="http://doit.maryland.gov/contracts/Documents/_procurementForms/DeliverableProductAcceptanceForm-DPAFsample.pdf">http://doit.maryland.gov/contracts/Documents/_procurementForms/DeliverableProductAcceptanceForm-DPAFsample.pdf</a> )

**Attachment A. TO Pre-Proposal Conference Response Form**

**Solicitation Number M00B9400015 MDH/OPASS 20-18149**

Long Term Services & Supports (LTSS)/ Technical Oversight

A TO Pre-proposal conference will be held on Monday, July 27, 2020 at 12 Noon, local Time. Join by phone (US) +1 971-204-8924 PIN: 323 395 000#

Please return this form by Wednesday, July 22, 2020, no later than 2:00 PM Local Time, advising whether or not you plan to attend. The completed form should be returned via e-mail TO Procurement Officer at the contact information below:

Joseph Walburn  
MDH  
E-mail: [Joseph.Walburn@maryland.gov](mailto:Joseph.Walburn@maryland.gov)

Please indicate:

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

Please specify whether any reasonable accommodations are requested (see TORFP § 4.1 "TO Pre-proposal conference"):

Offeror: \_\_\_\_\_  
*Offeror Name (please print or type)*

By: \_\_\_\_\_  
*Signature/Seal*

Printed Name: \_\_\_\_\_  
*Printed Name*

Title: \_\_\_\_\_  
*Title*

Date: \_\_\_\_\_  
*Date*

**Attachment B. TO Financial Proposal Instructions & Form**

The total class hours (Column B) are not to be construed as “guaranteed” hours; the total number of hours is an estimate only for purposes of price sheet evaluation.

A year for this Task Order shall be calculated as one calendar year from the Effective Date. **Labor Rate Maximums:** The maximum labor rate that may be proposed for any CATS+ Labor Category shall not exceed the maximum for the CATS+ Master Contract year in effect on the TO Proposal due date.

**Offerors shall propose Rates and Total costs for Key Resources. Offerors shall propose rates for additional Optional Resources, to be enlisted via Work Order as needed by the Department during the contract. See attached for Excel Sheet TO Financial Proposal Forms.**

\_\_\_\_\_  
Authorized Individual Name

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Tax ID #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

The Hourly Labor Rate is the actual rate the State will pay for services and shall be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate but may be lower. Rates shall be fully loaded, all-inclusive, i.e., include all direct and indirect costs and profits for the Master Contractor to perform under the TO Agreement.



**Attachment C. Bid/Proposal Affidavit**

See link at [http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentC-Bid\\_Proposal-Affidavit.pdf](http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentC-Bid_Proposal-Affidavit.pdf).

**Attachment D. Minority Business Enterprise (MBE) Forms**

This solicitation does not include a Minority Business Enterprise goal.

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

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

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

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

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

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

**Attachment G. Federal Funds Attachments**

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

**Attachment H. Conflict of Interest Affidavit and Disclosure**

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

**Attachment I. Non-Disclosure Agreement (TO Contractor)**

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made by and between the State of Maryland (the “State”), acting by and through (Maryland Department of Health ) (the “Agency”), and \_\_\_\_\_ (the “TO Contractor”).

**RECITALS**

**WHEREAS**, the TO Contractor has been awarded a contract (the “TO Agreement”) following the solicitation for Long Term Services & Supports (LTSS) Technical Oversight Solicitation #M00B9400015 MDH/OPASS 20-18149; and

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

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

1. Regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such, “Confidential Information” means (1) any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement and (2) any and all personally identifiable information (PII) (including but not limited to personal information as defined in Md. Ann. Code, General Provisions §4-101(h)) and protected health information (PHI) that is provided by a person or entity to the TO Contractor in connection with this TO Agreement. Confidential Information includes, by way of example only, information that the TO Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the TO Agreement.
2. The TO Contractor shall not, without the State’s prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information except for the sole and exclusive purpose of performing under the TO Agreement. The TO Contractor shall limit access to the Confidential Information to the TO Contractor’s Personnel who have a demonstrable need to know such Confidential Information in order to perform under TO Agreement and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the TO Contractor’s Personnel are attached hereto and made a part hereof as **Attachment I-2**. TO Contractor shall update **Attachment I-2** by adding additional names (whether TO Contractor’s Personnel or a subcontractor’s personnel) as needed, from time to time.
3. If the TO Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the TO Contractor’s performance of the TO Agreement or will otherwise have a role in performing any aspect of the TO Agreement, the TO Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.
4. The TO Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, adopt or establish operating procedures and physical security measures, and take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential



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

**IN WITNESS WHEREOF**, the parties have, by their duly authorized representatives, executed this Agreement as of the day and year first above written.

TO Contractor: \_\_\_\_\_

MDH \_\_\_\_\_

By: \_\_\_\_\_  
(seal)

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**I-2 NON-DISCLOSURE AGREEMENT**

**LIST OF CONTRACTOR’S EMPLOYEES AND AGENTS WHO WILL BE GIVEN  
ACCESS TO THE CONFIDENTIAL INFORMATION**

<b>Printed Name and Address of Individual/Agent</b>	<b>Employee (E) or Agent (A)</b>	<b>Signature</b>	<b>Date</b>

**I-3 NON-DISCLOSURE AGREEMENT**

**CERTIFICATION TO ACCOMPANY RETURN OR DELETION OF CONFIDENTIAL  
INFORMATION**

I AFFIRM THAT:

To the best of my knowledge, information, and belief, and upon due inquiry, I hereby certify that: (i) all Confidential Information which is the subject matter of that certain Non-Disclosure Agreement by and between the State of Maryland and \_\_\_\_\_ (“TO Contractor”) dated \_\_\_\_\_, 20\_\_\_\_ (“Agreement”) is attached hereto and is hereby returned to the State in accordance with the terms and conditions of the Agreement; and (ii) I am legally authorized to bind the TO Contractor to this affirmation. Any and all Confidential Information that was stored electronically by me has been permanently deleted from all of my systems or electronic storage devices where such Confidential Information may have been stored.

**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, HAVING MADE DUE INQUIRY.**

DATE: \_\_\_\_\_

NAME OF TO CONTRACTOR: \_\_\_\_\_

BY: \_\_\_\_\_  
(Signature)

TITLE: \_\_\_\_\_  
(Authorized Representative and Affiant)

**Attachment J. HIPAA Business Associate Agreement**

This solicitation does not require a HIPAA Business Associate Agreement.

**Attachment K. Mercury Affidavit**

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

**Attachment L. Location of the Performance of Services Disclosure**

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

**Attachment M. Task Order**

CATS+ TORFP #M00B0600318 MDH/OPASS 21-18149 OF  
MASTER CONTRACT #060B2490023

This Task Order Agreement (“TO Agreement”) is made this day of Month, 20XX by and between \_\_\_\_\_ (TO Contractor) and the STATE OF MARYLAND, Maryland Department of Health (MDH).

IN CONSIDERATION of the mutual promises 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 Maryland Department of Health, as identified in the CATS+ TORFP # <<solicitationNumber>>.
  - b. “CATS+ TORFP” means the Task Order Request for Proposals # <<solicitationNumber>>, dated MONTH DAY, YEAR, including any addenda and amendments.
  - c. “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and TO Contractor.
  - d. “TO Procurement Officer” means <<TO Procurement Officer>>. The Agency may change the TO Procurement Officer at any time by written notice.
  - e. “TO Agreement” means this signed TO Agreement between MDH and TO Contractor.
  - f. “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is \_\_\_\_\_.
  - g. “TO Manager” means <<contractManagerName>>. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
  - h. “TO Technical Proposal” means the TO Contractor’s technical response to the CATS+ TORFP dated date of TO Technical Proposal.
  - i. “TO Financial Proposal” means the TO Contractor’s financial response to the CATS+ TORFP dated date of TO Financial Proposal.
  - j. “TO Proposal” collectively refers to the TO Technical Proposal and TO Financial Proposal.
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 supersede 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 3 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:

The TO Agreement,  
Exhibit A – CATS+ TORFP



Exhibit B – TO Technical Proposal

Exhibit C – TO Financial Proposal

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 term of this TO Agreement shall commence as of the "Notice to Proceed" and expire on the third (3<sup>rd</sup>) anniversary thereof. At the sole option of the State, this TO Agreement may be extended for two (2) one-year option periods for a total TO Agreement period ending on Month, Day, Year.

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 \$\_\_\_\_\_. 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 3 of the CATS+ TORFP, but no later than thirty (30) days after the Agency's receipt of a proper 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 \_\_\_\_\_. 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

\_\_\_\_\_

\_\_\_\_\_

By: Type or Print TO Contractor POC

Date

Witness: \_\_\_\_\_

STATE OF MARYLAND, MDH

\_\_\_\_\_

\_\_\_\_\_

By: <<procurementOfficerName>>, TO Procurement Officer

Date

Witness: \_\_\_\_\_

Approved for form and legal sufficiency this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_

Assistant Attorney General

**Attachment N. DHS Hiring Agreement**

This solicitation does not require a DHS Hiring Agreement.

## Appendix 1. – Abbreviations and Definitions

For purposes of this TORFP, the following abbreviations or terms have the meanings indicated below:  
Application Program Interface (API) - Code that allows two software programs to communicate with each other

- A. Acceptable Use Policy (AUP) - A written policy documenting constraints and practices that a user must agree to in order to access a private network or the Internet
- B. Access - The ability or the means necessary to read, write, modify, or communicate data/information or otherwise use any information system resource
- C. Business Day(s) – The official working days of the week to include Monday through Friday. Official working days excluding State Holidays (see definition of “Normal State Business Hours” below).
- D. COMAR – Code of Maryland Regulations available on-line at <http://www.dsd.state.md.us/COMAR/ComarHome.html>.
- E. Data Breach – The unauthorized acquisition, use, modification or disclosure of State data, or other Sensitive Data
- F. Maryland Department of Health or (MDH or the “Agency”)
- G. Effective Date - The date of mutual TO Agreement execution by the parties
- H. Enterprise License Agreement (ELA) – An agreement to license the entire population of an entity (employees, on-site contractors, off-site contractors) accessing a software or service for a specified period of time for a specified value.
- I. Information System – A discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.
- J. Information Technology (IT) – All electronic information-processing hardware and software, including: (a) maintenance; (b) telecommunications; and (c) associated consulting services
- K. Key Personnel – All TO Contractor Personnel identified in the solicitation as such that are essential to the work being performed under the Task Order. See TORFP **Section 3.10**.
- L. Local Time – Time in the Eastern Time Zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such.
- M. Minority Business Enterprise (MBE) – Any legal entity certified as defined at COMAR 21.01.02.01B (54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.
- N. Normal State Business Hours - Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov) – keyword: State Holidays.
- O. Notice to Proceed (NTP) – A written notice from the TO Procurement Officer that work under the Task Order, project or Work Order (as applicable) is to begin as of a specified date. The NTP Date is the start date of work under the Task Order, project or Work Order. Additional NTPs may be issued by either the TO Procurement Officer or the TO Manager regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.

- P. NTP Date – The date specified in a NTP for work on Task Order, project or Work Order to begin.
- Q. Offeror – A Master Contractor that submits a Proposal in response to this TORFP.
- R. Personally Identifiable Information (PII) – Any information about an individual maintained by the State, including (1) any information that can be used to distinguish or trace an individual identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.
- S. Protected Health Information (PHI) – Information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (i) that identifies the individual; or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- T. Security Incident – A violation or imminent threat of violation of computer security policies, Security Measures, acceptable use policies, or standard security practices. “Imminent threat of violation” is a situation in which the organization has a factual basis for believing that a specific incident is about to occur.
- U. Security or Security Measures – The technology, policy and procedures that a) protects and b) controls access to networks, systems, and data
- V. Sensitive Data - Means PII;PHI; other proprietary or confidential data as defined by the State, including but not limited to “personal information” under Md. Code Ann., Commercial Law § 14-3501(d) and Md. Code Ann., St. Govt. § 10-1301(c) and information not subject to disclosure under the Public Information Act, Title 4 of the General Provisions Article; and .information about an individual that (1) can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; (2) is linked or linkable to an individual, such as medical, educational, financial, and employment information
- W. Software - The object code version of computer programs licensed pursuant to this TO Agreement. Embedded code, firmware, internal code, microcode, and any other term referring to software that is necessary for proper operation is included in this definition of Software. Software includes all prior, current, and future versions of the Software and all maintenance updates and error corrections. Software also includes any upgrades, updates, bug fixes or modified versions or backup copies of the Software licensed to the State by TO Contractor or an authorized distributor.
- X. Software as a Service (SaaS) - A software licensing and delivery model in which software is licensed on a subscription basis and is centrally hosted. For the purposes of this TORFP, the terms SaaS and PaaS are considered synonymous and the term SaaS will be used throughout this document
- Y. State – The State of Maryland.
- Z. Source Code – Executable instructions for Software in its high level, human readable form which are in turn interpreted, parsed and/or compiled to be executed as part of a computing system.

- AA. System Documentation – Those materials necessary to wholly reproduce and fully operate the most current deployed version of the Solution in a manner equivalent to the original Solution including, but not limited to:
- 1) Source Code: this includes source code created by the TO Contractor or subcontractor(s) and source code that is leveraged or extended by the TO Contractor for use in the Task Order.
  - 2) All associated rules, reports, forms, templates, scripts, data dictionaries and database functionality.
  - 3) All associated configuration file details needed to duplicate the run time environment as deployed in the current deployed version of the system.
  - 4) All associated design details, flow charts, algorithms, processes, formulas, pseudo-code, procedures, instructions, help files, programmer’s notes and other documentation.
  - 5) A complete list of Third Party, open source, or commercial software components and detailed configuration notes for each component necessary to reproduce the system (e.g., operating system, relational database, and rules engine software).
  - 6) All associated user instructions and/or training materials for business users and technical staff, including maintenance manuals, administrative guides and user how-to guides.
  - 7) Operating procedures
- BB. Task Order (TO) – The scope of work described in this TORFP.
- CC. TO Agreement - The contract awarded to the successful Offeror pursuant to this Task Order Request for Proposals, the form of which is attached to this TORFP as **Attachment M**.
- DD. TO Contractor Personnel - Employees and agents and subcontractor employees and agents performing work at the direction of the TO Contractor under the terms of the Task Order awarded from this TORFP.
- EE. TO Proposal – As appropriate, either or both of an Offeror’s TO Technical or TO Financial Proposal.
- FF. Technical Project Team- Technical support team, including the Technical Project Manager, Network Support, or any other roles secured under this TO Contract or related Work Order.
- GG. Technical Safeguards – The technology and the policy and procedures for its use that protect State Data and control access to it.
- HH. Third Party Software – Software and supporting documentation that:
- 8) are owned by a third party, not by the State, the TO Contractor, or a subcontractor,
  - 9) are included in, or necessary or helpful to the operation, maintenance, support or modification of the Solution; and
  - 10) were specifically identified and listed as Third-Party Software in the Proposal.
- II. Total Proposal Price - The Offeror’s total proposed price for services in response to this solicitation, included in the TO Financial Proposal with **Attachment B** – TO Financial Proposal Form, and used in the financial evaluation of Proposals (see **TORFP Section 5.5**).
- JJ. Veteran-owned Small Business Enterprise (VSBE) – A business that is verified by the Center for Verification and Evaluation (CVE) of the United States Department of

- Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.
- KK. Work Order- A subset of work authorized by the TO Manager performed under the general scope of this TORFP, which is defined in advance of TO Contractor fulfillment, and which may not require a TO Agreement modification. Except as otherwise provided, any reference to the Task Order shall be deemed to include reference to a Work Order.
- LL. Medical Day Care (MDC)- Medicaid Waiver Program that offers qualified Medicaid participant services in a community-based day care center. LTSS System implementation includes integration of business processes to support waiver participant case management.
- MM. Developmental Disabilities Administration (DDA)-MDH administration that offers services to participants via Medicaid Waiver programs. LTSS System implementation includes integration of business processes to support waiver participant case management and billing.
- NN. Rare and Expensive Case Management (REM)- A case managed fee for service program for participants with specified rare and expensive health conditions. LTSS System implementation includes integration of business processes to support waiver participant case management.
- OO. Plan of Service (POS)- Service plan created and stored in LTSS for Medicaid waiver participants. LTSS is used to coordinate service plan workflows and pre-authorize provider billing based on service plans.
- PP. In- home Supports Assurance System (ISAS)- Phone-based Electronic Visit Verification system used for Medicaid recipients who receive personal care services via a Medicaid waiver or program.
- QQ. One-Time Password (OTP)- Device used by personal care service providers in combination with the Electronic Visit Verification system. OTP devices generate a unique passcode that can be used by providers to record their service times when telephone service is unavailable.
- RR. Medicaid Management Information System (MMIS)- System of record for Medicaid provider, recipient, and payment information files. Used to adjudicate Medicaid claims.
- SS. Provider file: Data file with relevant provider information received by LTSS from MMIS via batch process.
- TT. Recipient File: Data file with relevant recipient information received by LTSS from MMIS via batch process.
- UU. Single-Sign on (SSO)- System access authentication mechanism used by LTSS.

**Appendix 2. – Offeror Information Sheet**

<b>Offeror</b>	
<b>Company Name</b>	
<b>Street Address</b>	
<b>City, State, Zip Code</b>	
<b>TO Contractor Federal Employer Identification Number (FEIN)</b>	
<b>TO Contractor eMM ID number</b>	As of the date of Proposal submission, are you registered to do business with the state of Maryland?
<b>SBE / MBE/ VSBE Certification</b>	
<b>SBE</b>	Number: Expiration Date:
<b>VSBE</b>	Number: Expiration Date:
<b>MBE</b>	Number: Expiration Date: Categories to be applied to this solicitation (dual certified firms must choose only one category).
<b>Offeror Primary Contact</b>	
<b>Name</b>	
<b>Title</b>	
<b>Office Telephone number (with area code)</b>	
<b>Cell Telephone number (with area code)</b>	
<b>e-mail address</b>	
<b>Authorized Offer Signatory</b>	
<b>Name</b>	
<b>Title</b>	
<b>Office Telephone number (with area code)</b>	
<b>Cell Telephone number (with area code)</b>	
<b>e-mail address</b>	



### Appendix 3. Labor Classification Personnel Resume Summary

#### INSTRUCTIONS:

1. For each Key Personnel proposed, complete one Labor Category Personnel Resume Summary. 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.
2. For this TORFP,
  - A. Master Contractors shall comply with all personnel requirements defined under the Master Contract RFP 060B2490023.
  - B. Master Contractors shall propose **the CATS+ Labor Category specified in Section 3.10.3.** A Master Contractor may only propose against labor categories in the Master Contractor's CATS+ Master Contract Financial Proposal.
  - C. A Master Contractor's entire TO Technical Proposal will be deemed not susceptible for award if any of the following occurs:
    - 1) Failure to follow these instructions.
    - 2) Failure to propose a resource for each job title or labor category identified in the TORFP as a required submission.
    - 3) Failure of any proposed resource to meet minimum requirements as listed in this TORFP and in the CATS+ Master Contract.

**Appendix 3. Labor Classification Personnel Resume Summary**

Proposed Key Personnel:	Master Contractor:	CATS+ Labor Category:		
Education:  (Insert the education requirements for the proposed labor category from Section 2.10 of the CATS+ RFP)	Institution/Address:		Degree or Certification:	Year Completed:
			Field of Study:	
Generalized Experience:  (Insert the generalized experience description for the proposed labor category from Section 2.10 of the CATS+ RFP)	Start	End	Company/Job Title	Relevant Work Experience
Specialized Experience:  (Insert the specialized experience description for the proposed labor category from Section 2.10 of the CATS+ RFP)	Start	End	Company/Job Title	Relevant Work Experience

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

**CANDIDATE REFERENCES** (List persons the State may contact as employment references)

Reference Name	Job Title or Position	Organization Name	Telephone / Email

Master Contractor Representative:

Proposed Personnel:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name:

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## Appendix 4. Non-Disclosure Agreement (Offeror)

This Non-Disclosure Agreement (the "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, 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 Technical Proposal in response to TORFP # <<solicitationNumber>> for Long Term Services & Supports (LTSS) Technical Oversight. In order for the OFFEROR to submit a TO Technical Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to <<typeofNonDisclosureInfoOfferor>>. 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 above, the 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, except in connection with the preparation of its TO Technical 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 <<procurementOfficerName>>, MDH 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 five (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: \_\_\_\_\_  
*Signature/Seal*

Printed Name: \_\_\_\_\_

Title: <<signatoryTitle>> \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

**Appendix 5. Additional non-Key Personnel Resources**

The following resources are considered optional, and will be exercised during the Contract at the discretion of the Department via Work Order process as described in Section 3.14. Offerors shall propose a CATS+ Labor Category Hourly Labor Rate for each resource in their Financial Proposal in Attachment B for evaluation by the Department. The personnel proposed under this TORFP must meet all minimum qualifications for the labor category proposed, as identified in the **CATS+ RFP, Section 2.10.**

<http://doit.maryland.gov/contracts/Documents/CATSPlus2016/060B2490023-2016CATSPlus2016RFP.pdf>. And subsequent Amendment #4 & Amendment – Section 2.10 update-see: [http://doit.maryland.gov/contracts/Documents/CATSPlus2016/060B2490023-2016\\_Section2.10\\_Amendment.pdf](http://doit.maryland.gov/contracts/Documents/CATSPlus2016/060B2490023-2016_Section2.10_Amendment.pdf)

A.	Project Manager CATS+ 2.10.96 Project Manager	
B.	Business Analyst CATS+ 2.10.4 Analyst, Computer Systems (Junior)	
C.	Data Security Specialist CATS+ 2.10.102 Security, Data Specialist	
D.	Information Technology Subject Matter Expert CATS+ 2.10.103 Subject Matter Expert	
E.	Technical Communicator CATS+ 2.10.115 Technical Writer/Editor	
F.	Senior Database Analyst CATS+ 2.10.40 Database Management Specialist (Senior)	
G.	Junior Database Analyst CATS+ 2.10.39 Database Management Specialist (Junior)	
H.	Application Architecture Expert CATS+ 2.10.15 Architect, Application (Senior)	

I.	Application Development Programmer CATS+ 2.10.13 Applications Programmer	1.
J.	Network Security Specialist CATS+ 2.10.54 Engineer, Network Security	
K.	Organizational Change Manager CATS+ 2.10.93 Program Administration Specialist	
L.	Junior Network Support CATS+ Labor Category: 2.10.52 Engineer, Network (Junior)	

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## Appendix 6. LTSS System Technical Infrastructure Design

The Offeror shall support MDH with technical expertise and oversight of the following System Technical Infrastructure Design.

This document is an extract of a design document describing the proposed technical infrastructure requirements that will support the Maryland Long-Term Services and Support (LTSS) System. MDH's incumbent O&M Contractor, Conduent (formerly Xerox), and its subcontractors, TierPoint, GANTECH and CSI, developed the To-be Technical Infrastructure Design for the purpose of supporting the LTSS System's future needs. The current LTSS System's technical infrastructure has been deemed unable to support the future business needs and it cannot be incrementally expanded to the degree necessary. Therefore, this design document specifies a completely new LTSS System technical infrastructure based on the lessons learned from the current infrastructure that will be in place before we initiate a new Technical Support contract. The design included input from MDH's LTSS Project incumbent technical support contractor and the incumbent Software Development Task Order (TO) Contractor (FEi Systems).

This design is intended to allow for a scalable implementation (i.e. BASE-level then EXPANDED), or a one-time implementation at the EXPANDED level, whichever is best for MDH at the time the decision is made. Therefore, the ***BASE-level LTSS System Requirements*** are presented that support the minimum volumes to support the initial business needs. MDH The first infrastructure enhancement went live in July 2018, with additional expansions occurring at later dates. Additional technical infrastructure requirements are addressed in the Section titles ***EXPANDED to Support LTSS System and Business Growth***. Although not all elements of this document may be implemented for the LTSS system, this document represents the max capacity for LTSS system technical infrastructure expansion.

### NOTES:

- 1.) References in this document to Xerox, Tierpoint, GANTECH, CSI or any other vendor should be ignored. These vendors appear in the diagrams because they developed the design based on the resources they could provide to meet the requirements.
- 2.) The Integrated Voice Response (IVR) component reflects current-state. MDH is currently developing additional IVR capabilities. These to-be capabilities are NOT reflected in the IVR design in this document. MDH expects the Technical Support TO Contractor to work collaboratively with the Department, Operations and Maintenance (O&M) TO Contractor, and the Software Development TO Contractor to expand the IVR to support future MDH business needs.

### Architecture Overview

LTSS is hosted at a Primary Data Center. Two Cisco FlexPod computing architectures are located at the facility, composed of Cisco Unified Computing System (UCS) servers. The servers use Cisco Nexus network switching and NetApp storage.

The LTSS Technical Infrastructure Design provides full redundancy in all production VMs as well as blue and green stacks in the Primary Data Center to minimize downtime.

## **Security Overview**

Access control readers are placed on the racks to physically secure the servers. This configuration provides a layer of audit and control. Only authorized individuals are allowed on the data center floor. This is managed by physical security services in the data centers.

The physical security services include:

- Manned 24 hours a day, 7 days a week, 365 days a year
- Access restricted to authorized client personnel and data center employees
- Axis IP-based interior and exterior surveillance cameras
- Entrance and exit controlled by Host Intrusion Detection (HID) contact-less access cards
- Cabinet access controlled by combination dial system
- Biometric hand-scan
- Mantraps

## **COTS Overview**

The O&M and Software Development Contractors has provided the below COTS software or an equivalent alternative

- Microsoft Windows Server Data Center Edition
- Microsoft SQL Server Standard (includes SSRS reporting services)
- RavenDB Standard Plus and Enterprise editions
- IBM Sterling Connect:Direct Standard Edition w/Secure +
- VMware vSphere Enterprise Plus
- vCloud Suite
- Veeam Availability Suite v9
- Shavlik Protect
- SolarWinds Network Performance Monitor
- SolarWinds Application Performance Monitor
- Zenoss Enterprise
- Microsoft Operations Management 2016
- BlazeMeter
- Splunk
- Ndatalign

## **Disaster Recovery Overview**

In the event of a disaster, the primary hosting system is supported with replication in the Secondary Data Center (also referred to as the disaster recovery site). This center has the features required to meet security, functionality, and availability requirements. At the Secondary Data Center, an identical FlexPod infrastructure is provisioned, with replication enabled from the Primary Data Center.

## **LTSS Architecture**

### **LTSS Infrastructure Design**

## **BASE-level LTSS System Requirements**

### *Infrastructure Design*

The infrastructure design is a FlexPod architecture consisting of Cisco Unified Computing, Cisco consolidated networking, NetApp storage, and VMware virtualization.

### *Compute and Virtualization*

The Primary Data Center consists of nine (9) Cisco UCS 5108 chassis for redundancy, each populated with six (6) Cisco B200 M4 blades. Each blade consists of 40 CPU cores and 256GB RAM, which has been sized to meet the defined LTSS System requirements. The Primary Data Center hosts three (3) application stacks (green, blue, and pre-production) as well as a management stack. Each chassis has three blades for production (green, blue), one for Pre-Production, and two for management.

The Primary Data Center provides a computing environment consisting of three (3) VMware Clusters. The clusters are provisioned as Production, Pre-production, and Management. The Production environment consists of LTSS System modules, all with Green and Blue stacks to minimize outages. Pre-production is a sandboxed environment, consisting of a previous backup of the Production environment. The environment operates exactly as the Production environment, including performance, except that accessibility is offered via Network Address Translation to prevent IP (Internet Protocol) Address conflicts with the Production environment. The data and configurations remain identical with their roles in Production, as of the latest backup.

The Secondary Data Center is an identical infrastructure to provide a standby site that serves the LTSS System in the event of maintenance downtime or disaster recovery of the Primary Data Center. The Secondary Data Center performs replication of data from the Primary Data Center. The Secondary Data Center consists of five (5) Cisco UCS 5108 chassis for redundancy, each populated with six (6) Cisco B200 M4 blades for a total of 18 blades, divided into two (2) clusters (Prod Green, Management). Each blade consists of 40 CPU cores and 256GB RAM that have been sized to meet the defined LTSS System requirements.

The design includes a VMware vSphere hypervisor for the LTSS System. VMware vSphere is the industry-leading server virtualization platform and offers the most robust enterprise features for maximum performance and uptime of server resources. VMware's vCenter is the de facto management platform.

The Primary Data Center consists of three (3) VMware HA clusters. The VMware HA clusters are split across the thirty-six (36) blades operating on six (6) chassis. This design allows for server failure, or an entire chassis failure, in the environment with automatic built in failover and continued full capacity to operate. This configuration provides redundancy across all clusters, enabling LTSS technical infrastructure to provide higher availability and level of service across the entire environment. Multiple local layers of redundancy and failover serve to eliminate all single points of failure and allow for multiple hardware failures without reducing availability.

This design concept evenly distributes the production load among six separate chassis and three VMware HA Clusters to provide high availability in the event of a hardware failure, VMware Distributed Resource Scheduling (DRS) failure, or both. Six chassis allow for future growth of

computing resources and additional resource clusters that can offer even higher levels of service, availability, and capacity.

The Production and Pre-production environments reside on separate vLANs (networks) and separate VRFs (router systems) to keep each environment separate and unique. Hosting Production and Pre-production on the same hardware and computing environment reduces inconsistencies in the environment and provides a more trusted path to Production.

The Secondary Data Center provides a Green-only Production environment, also with failure redundancy across the three chassis. Pre-production is not a requirement for the Secondary Data Center, as it is unlikely that MDH would perform software releases while in a disaster recovery situation.

### *Storage*

The design calls for NetApp AFF 8080 and NetApp FAS8080 Network Attached Storage systems, running the NetApp clustered Data ONTAP v9 operating System. This configuration allows all controllers in each data center to operate as clusters that can be easily maintained and offer high availability and enhanced performance. The storage systems are primarily all-flash systems with solid-state drives to maximize performance and availability for the active data in the LTSS System, with archived data on spinning disks. Spinning disks alone will not work due to the input/output (IO) contention seen on NetApp, which has a FlashPool.

All-flash systems benefit performance by removing components that cause IO contention at the disks, which then cascades throughout the storage infrastructure. Flash disks or solid state drives (SSDs) do not use the single head, single write stream model. They can write in parallel to the disks, decreasing the time needed for a single write operation and multiplying the speed increase by the number of simultaneous writes each disk can perform.

The all-flash optimized system's storage efficiency capabilities allow for better use of the disks and add value by increasing the usable capacity. The NetApp all-flash systems offer this increase in efficiency for flash storage, as well as the capability to perform inline de-duplication without affecting performance. This ensures that the data written is not duplicated and increases the efficiency of the system by reducing the amount of used data before it uses space on the disks, eliminating the need for the storage system to run jobs for de-duplication and data hygiene.

The solution uses an additional cluster containing a NetApp FAS HA (high availability fabric attached storage) pair that serves as the low-cost, low-speed, SATA (serial) storage attached to the virtual environment to provide near line storage for archival systems. The primary hosting facility hosts four NetApp AFF 8080 all-flash High Availability Controller Pairs with approximately 500TB of usable storage and 500,000 IOPS (IO operations per second) of available bandwidth across the NAS (network storage system). The controllers on the NetApp AFF 8080 Systems are configured in two (2) clusters of two (2) HA pairs, or four (4) Controllers/Nodes. This allows the workload to be distributed across the available hardware. The clustering of the filers allows for uniform configurations and performance across the environments.

The four all-flash filers are provisioned into two (2) clustered data ONTAP storage clusters, each containing two (2) NetApp Filers/HA pairs. The primary facility also hosts one NetApp FAS8080 Storage, with disk shelves containing SATA disks. The controllers on the FAS8080 are made into a separate storage cluster, available to the virtual infrastructure by archive or near

line database disks. The storage systems are available to all VMware hosts via NFS. iSCSI will not be active, but it is configured the use iSCSI is needed in the environment. The clusters are provisioned into two physically and logically separate SAN/NAS fabrics, each containing 2 NetApp nodes, each with two (2) controller modules for HA purposes. The four total NetApp nodes at each site are configured in two (2) clusters, one for each environment, Production, and Pre-production. The Management Environment, which contains all the servers and services that are critical to support the LTSS System, shares a NetApp cluster with Pre-production.

Both storage clusters are accessible by only the hosts, VMs, and devices that are a part of the particular enclave. The second cluster is provisioned to host Pre-production, and Management systems.

The storage system offers equal performance within all hosts and are controlled by VMware's storage IO controls, in order to ensure that critical servers can use as much IO as necessary via SIOC (controller), VAAI API, QoS (quality of service) of the network, and UCS Fabric, as well as the virtual network. This capability also enables enhanced visibility into the storage IO of the systems and their components, with performance counters that would not be available otherwise. SIOC provides granular control of resources to enable application performance testing in the Pre-production environment while running the Management stack in parallel, allowing Pre-Production to use the IO before Management.

The Secondary Data Center hosts a NetApp infrastructure similar to the Primary Data Center, reduced in size but not performance, to ensure minimal downtimes, reduce management overhead, and perform disaster recovery or failover without reducing business continuity, and limit downtime. The storage solution comprises three AFF8080s, each with two all-flash disk shelves, and two FAS8080s with two spinning-disk shelves.

The storage systems are integrated into the Veeam backup solution to enable Veeam control as well as archiving of NetApp snapshots. The storage system is capable of encrypting data at rest, if requested. The flash memory SSDs can provide encryption at FIPS 140-2 level 2, with no effect on performance. Key management is not provided by this system, but can be built to handle the encryption keys, PKI for all internal and external certificate needs, and cryptography.

### *Backups*

The design uses Veeam software for backups and DR functions. The backup solution comprises a Cisco UCS C3260 Medium Chassis, with approximately 448TB of on board storage, to store backups locally, minimizing RTO and RPO times and enabling fast local recovery of files, volumes, snapshots, VMs, Active Directory Objects, SQL Objects, and more. One Cisco UCS C3260 Chassis at each site is responsible for maintaining a local copy of the sites backups and a copy of the opposite site's backup repository, to enable rebuilding in the event of a catastrophic disaster at either site. Backups require replicating between the primary and secondary location on a near real-time basis to be defined within the service level agreements (SLAs).

The RavenDB databases are replicated using the RavenDB native replication and monitored in real-time to ensure that replication events are flagged and addressed. The only components not handled by Veeam Backup and Recovery or NetApp snapshots are the RavenDB servers, since they are not third-party friendly for backups. This prevents VMware, Veeam, NetApp Snapshots, or other systems from causing data integrity issues or data inconsistencies in the databases.

The SQL Server databases are replicated using SQL Replication and backed up using Veeam’s SQL Integration, after which all backups are de-duplicated, compressed, and encrypted for storage at the local site. After all backups have completed, they are replicated to the Secondary Data Center using Veeam Backup Replication, or Backup Shipping, and retained for up to three days. RavenDB database backups are completed using the RavenDB native backup tool and backed up to a local drive. After the native backup, the virtual machines are backed up using Veeam Snapshot Integration on the NetApp Storage system, and then compressed, de-duplicated, and encrypted. The RavenDB backups are stored as an incremental backup and retained for one year.

All other systems are backed up using Veeam, with the policies and retention periods are defined for each server type separately and documented appropriately.

**Backup Strategy and Schedule:**

<b>Occurrence</b>	<b>Retention</b>	<b>Type</b>	<b>Local or Offsite</b>	<b>Systems</b>
Hourly (every four hrs.)	24 hours	Storage Snapshot	Local	All Systems
Daily RavenDB	72 hours	Native Back Up, then VM backup	Local	All RavenDB Servers
RavenDB Backup Shipping	28 Days	RavenDB Native Backup (Compressed), shipped to another site, via Veeam backup of disk	Off Site	All DB Servers
Daily	7 days	NetApp Storage Snapshot	Local	All Production Servers
Daily Forever Incremental, forward				
Daily Forever Incremental Backup	Unlimited, but constrained by usable storage.	Veeam Forever Incremental backups of each NetApp volume’s daily storage snapshot	Local	All Production Servers
Site Repository, and Backup Shipping to adjacent site	7 copies of the repository at the adjacent site.	Veeam Backup and Recovery – Backup shipping, and library	Local Backups and Repo copy to mirror appliance at opposite site. WAN Accelerated transfer, encrypted in flight, and at rest.	Veeam Backup and Recovery database, repository, and backups and as well as anything needed for a BMR of the Source Veeam Appliance

Occurrence	Retention	Type	Local or Offsite	Systems
Weekly	4 Weeks	Veeam Backup and Recovery – Full Backup	Local & Offsite	All Servers
Monthly	36 Months	Snap Vault	Off-Site	RavenDB and SQL Servers

*Networking*

The Primary Data Center consists of two (2) Cisco ASA 5525 firewalls, six (6) Nexus 9K C92160YC-X switches, two (2) Cisco Nexus C9236C switches, two (2) Catalyst 3650-48TD-L switches, two (2) Cisco ASR 1001-X routers, one (1) Catalyst 3650-24TD-L switches for management, two (2) F5 BIG-IP LTM-4000S load balancers, and two (2) Cisco UCS 6332 UP Fabric Interconnects.

**Internet and Wide Area Networking**

Communication between the Primary and Secondary Data Centers is provided through an encrypted VPN connection between the ASA 5525 firewalls at both data centers. The connection is two (2) one gigabit per second circuits, allowing up to 250Mbps encrypted throughput per circuit using the ASA 5525 firewalls. This connection is used only as a backup, because the ASR 1001-X routers provide the requested encrypted throughput.

Internet access is provided by a “blended” Internet solution, which is a mix of high-speed Internet feeds from several Internet carriers for redundancy. The Internet bandwidth available to the LTSS System is 1000Mbps. Two copper Ethernet ports are provided by the data center, terminating on two separate Cisco 3650 switches for hardware and connectivity diversity.

Two Cisco ASA 5525-X firewalls, configured as an active/standby failover pair, serve as the Internet edge devices. These firewalls secure the LTSS System from the Internet and allow selected inbound and outbound access to the Internet in accordance with the project requirements. Site-to-site IPsec VPN tunnels to third parties and VPN client access enable remote management of the environment.

**Local Area Networking**

Two Cisco Nexus C9236C switches serve as the “core” switches, or backbone of the infrastructure. These switches are Layer-3 enabled and perform all inter-VLAN routing functions. Two 100Gbps EtherChannel Layer-2 trunks connect the two C9236C switches and four 40Gbps EtherChannel Layer-2 trunks connect the C9236C’s to the Nexus C92160YC-X switches in the FlexPod environment. These trunks are used to tag all required VLANs to the virtual systems in use.

All switch-to-switch connections comprise bundles of 40 GB copper twinax Ethernet cabling. All switching hardware is redundant, with redundant cabling in place. Cisco’s Rapid Per-VLAN Spanning Tree and Virtual Port Channel protocols are used for fast recovery from LAN switching hardware failure and for the best use of available switching bandwidth.

Two Cisco Catalyst 3650-48TD-L switches are used as multipurpose switches, providing Layer-2 connectivity for WAN and security devices and any LAN devices requiring 1Gbps copper ports. The 3650 switches share VLANs with each other and with the Nexus core switches using 10 GB connections.

F5 Big-IP LTM-4000S balancers load balance incoming IVR traffic to the IVR pool of web servers.

### **Disaster Recovery Networking**

The disaster recovery (DR) data center, located at the Secondary Data Center, closely resembles the network topology of the Production environment. The hardware consists of two (2) Cisco ASA 5525 firewalls, four (4) Nexus 9K C92160YC-X switches, two (2) Cisco Nexus C9236C switches, two (2) Catalyst 3650-48TD-L switches, two (2) Cisco ASR 1001-X routers, one (1) Catalyst 3650-24TD-L switches for management, two (2) F5 BIG-IP LTM-4000S load balancers, and two (2) Cisco UCS 6332 UP Fabric Interconnects. All Layer-2 trunks, VLANs, and connections among devices match Production for easy server replication. Server and Network management VLANs route between sites for ease of management and failover. All communication between the Primary and the Secondary location go through a 1GB Ethernet Circuit provided by the data center. This communication is encrypted using a pair of Cisco ASR 1001-X routers. For additional redundancy, the ASA FWs create a VPN between sites if the circuit or equipment ever fails. Client VPN access to the DR environment for remote management and DR readiness testing is provided by the Cisco ASA firewalls.

### **EXPANDED to Support LTSS System and Business Growth**

In order to meet the demands expected in the five-year timeframe, expansion of compute and storage nodes beyond the BASE-level is required, though overall the architecture layout is expected to remain the same. The overall design remains the same in terms of redundancy and scope for each datacenter. Listed below is the additional hardware required for the EXPANDED LTSS System.

#### *Compute nodes*

The size of the Primary Data Center is expected to expand as follows:

- The number of chassis is expected to expand from 6 to 9.
- The number of blades is expected to expand from 36 to 54.

The size of the Secondary Data Center is expected to expand as follows:

- The number of chassis is expected to expand from 3 to 5.
- The number of blades is expected to expand from 18 to 30.

#### *Storage*

The size of the Primary Data Center is expected to expand as follows:

- The number of all-flash disk shelves expected to be required will expand from 12 to 16
- The number of spinning disk shelves expected to be required will expand from 8 to 16

The size of the Secondary Data Center is expected to expand as follows:

- The number of all-flash disk shelves expected to be required will expand from 6 to 8
- The number of spinning disk shelves expected to be required will expand from 4 to 8

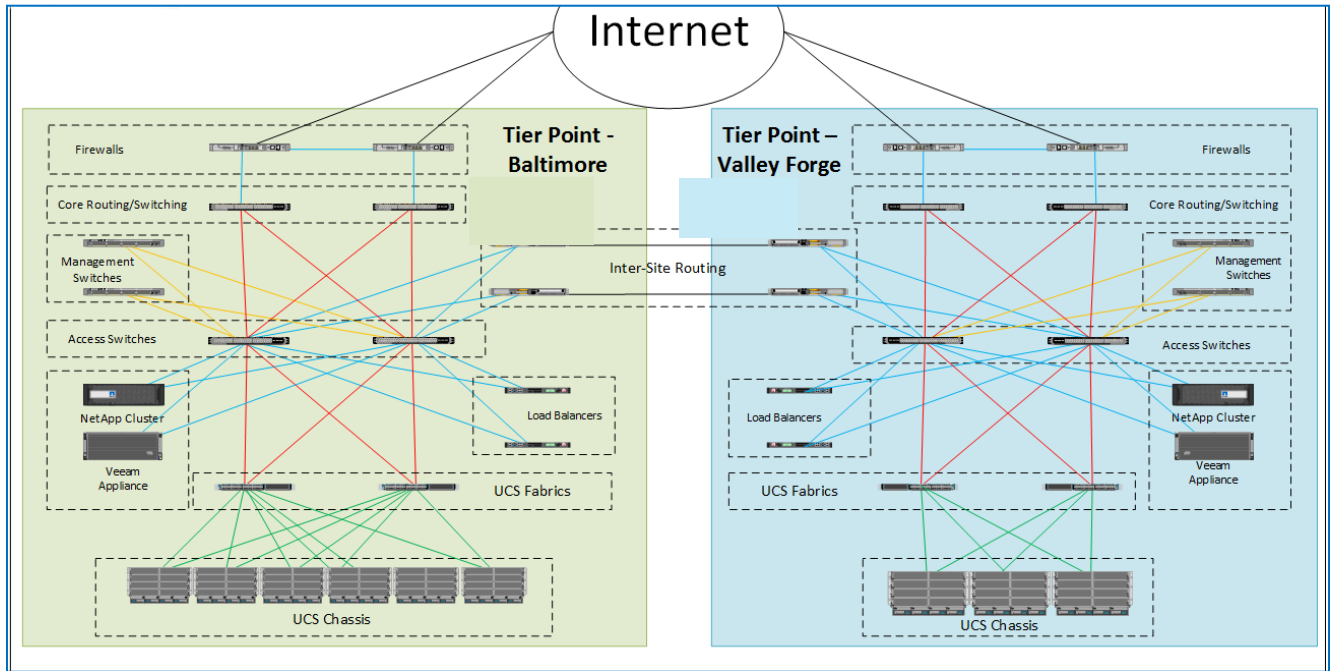
### **LTSS Software**



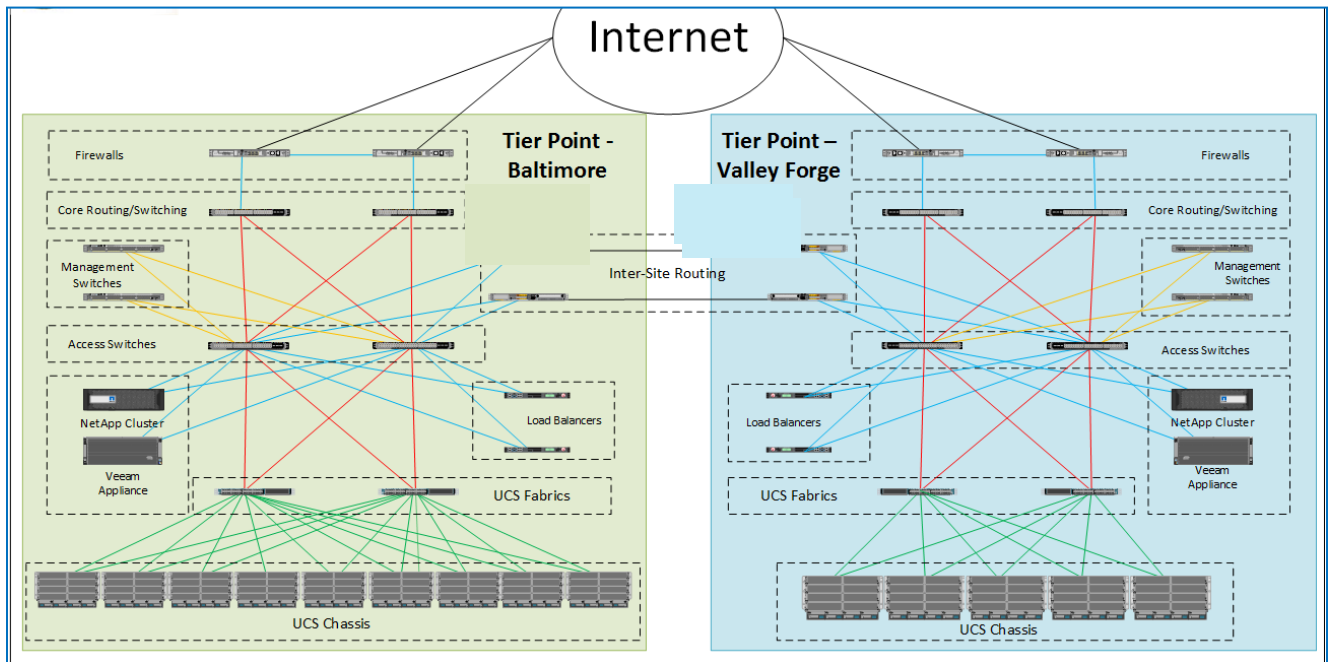
The technical infrastructure design uses all identified software that the LTSS System requires for operation. LTSS compiled code is stored in a managed code repository that is versioned upon new or changed binaries. The compiled code is uploaded to the SFTP server by the Software Development TO Contractor. The server is located within the DMZ in the LTSS Production environment. The Software Development TO Contractor will be provided with credentials to the SFTP server to upload the application code.

## LTSS Architecture and System Diagrams

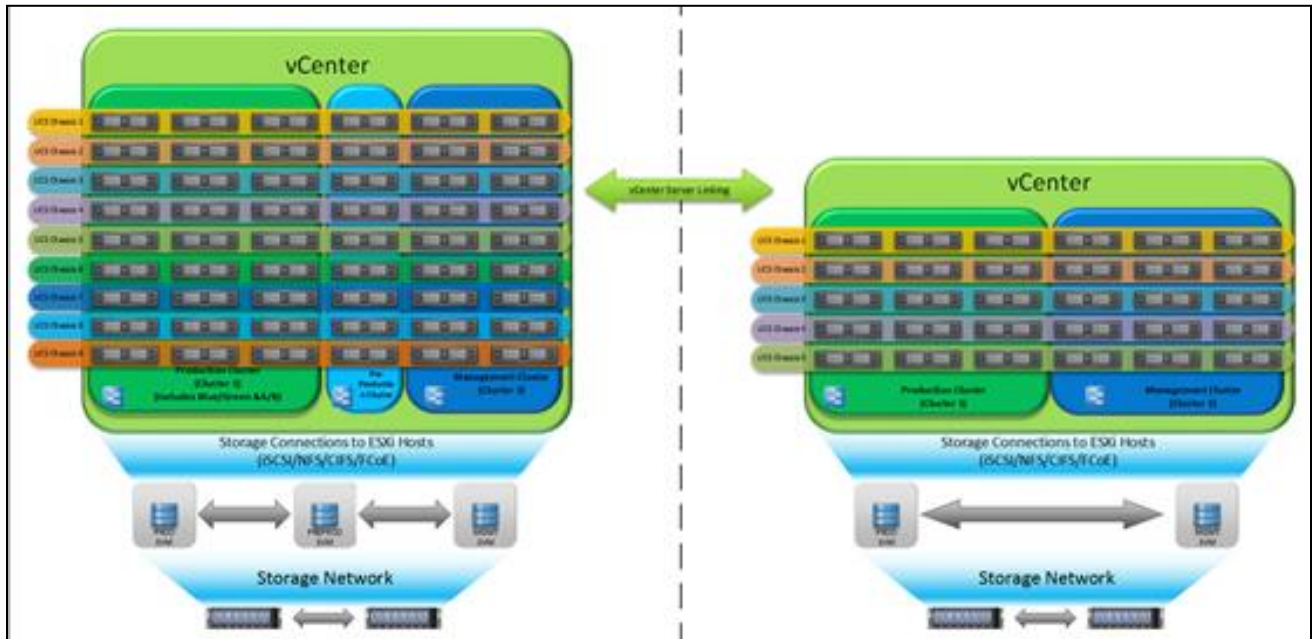
### LTSS Infrastructure Diagram for BASE-level LTSS System Requirements



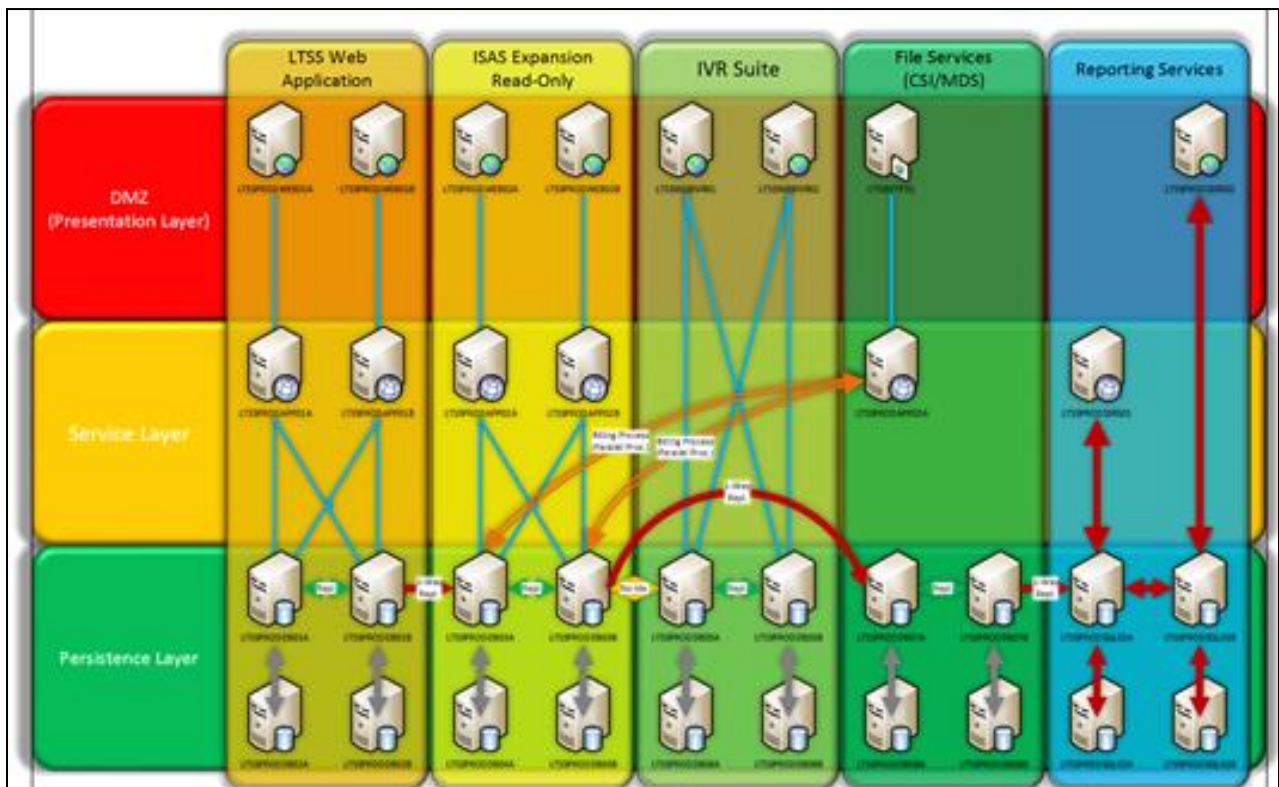
### LTSS Architecture and System Schematics for EXPANDED LTSS System Requirements



### LTSS Hosting Facilities Server Hosting Diagram

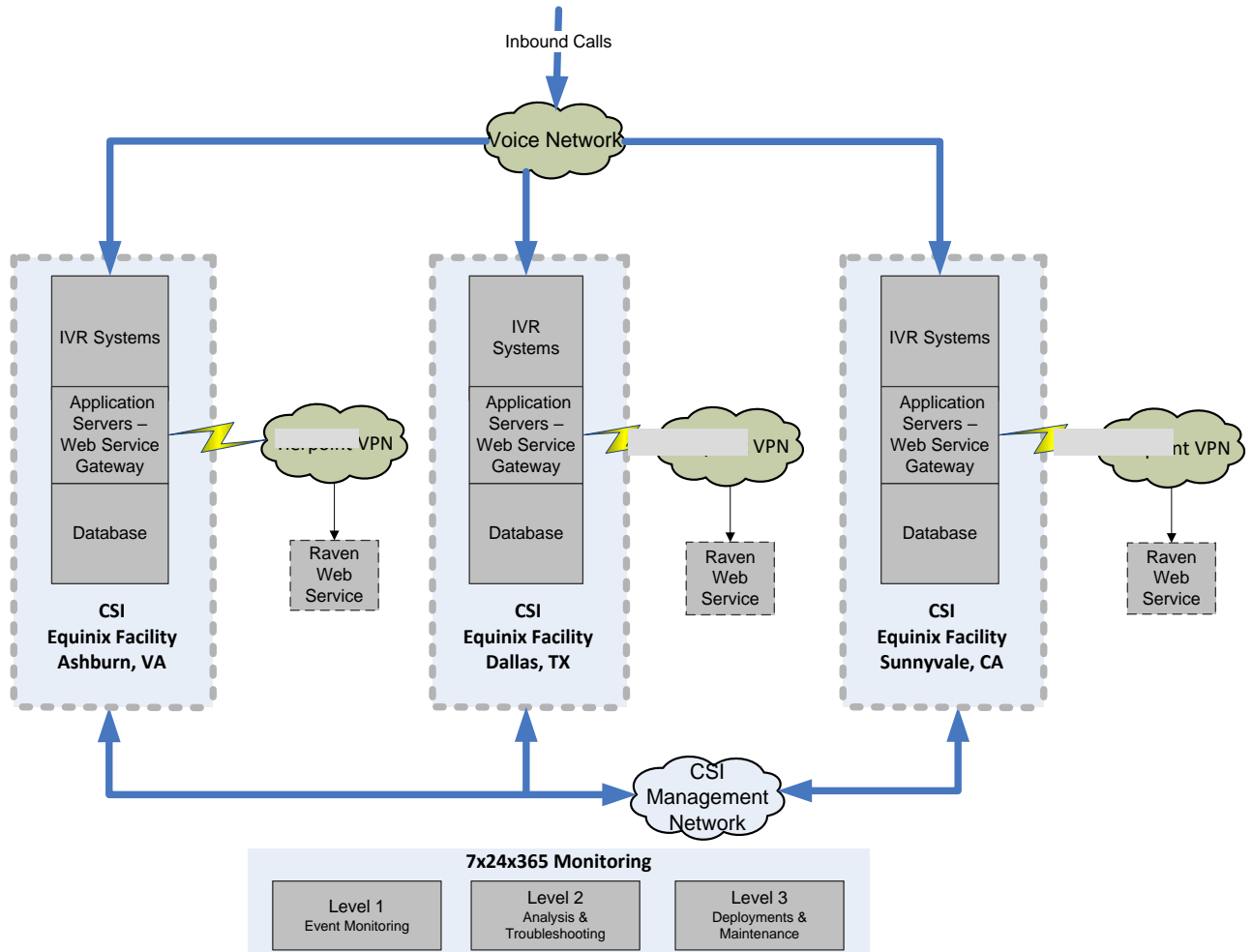


### LTSS Application Layer Server Diagram



**LTSS IVR Server Diagram (Current)**

The following LTSS IVR Server Diagram is the CURRENT solution provided by the O&M TO Contractor. MDH is currently developing additional IVR capabilities. These to-be capabilities are NOT reflected in the IVR design in this document. MDH expects the O&M TO Contractor to work collaboratively with the Department, Technical Oversight Contractor, and the Software Development TO Contractor to expand the IVR to support future MDH business needs.



## Systems Monitoring

Zenoss and Solarwinds provide enterprise level monitoring for the LTSS System. Both Platforms are IT management systems and monitoring software suites that enable organizations to identify and resolve IT infrastructure problems before they affect critical business processes. An instance within the LTSS architecture monitors the environment locally and reports back to the centralized service desk, providing a single pane view of the current state of operations. Monitoring is performed using a VPN connection from the LTSS System to the data center. The monitoring platforms' design empowers the service desk to be proactive in their support of MDH.

## Patch Management

Shavlik provides industry-proven advanced level patch management for the LTSS System. The LTSS System benefits from Shavlik's advanced capabilities, which allow patching of operating systems, Microsoft applications, non-Microsoft applications, including some third party applications.

Every server running within the LTSS System's architecture has a local Shavlik Protect Agent. A VPN connection to the Shavlik enterprise instance allows the centralized Service Desk and system administrators to patch the LTSS Systems proactively. Patching occurs on a monthly maintenance schedule. The Pre-production environment is patched first to fully test approved patches. After testing is complete in the Pre-production environment, the same patches are deployed to the Production environment. Patches are fully tested within Pre-production before deployment to Production. All patches are approved using the change management process.

## Maintenance Scheduling

The LTSS System has standard maintenance on an approved monthly schedule. Systems and devices receive their standard updates and patches during one maintenance window. A second maintenance window is used for application-specific updates, upgrades, code changes, etc.

Off-schedule maintenance windows are provided for emergency releases. The O&M TO Contractor is required to request approval and scheduling from MDH for emergency maintenance.

## Monitoring

All infrastructure and network equipment is monitored 24x7x365 with SOPs for escalation of issues. The O&M TO Contractor's incident management platform sends automated notifications to selected personnel as an incident is identified, created, updated and resolved.

## Security

The LTSS System provides layered security using a defensive in-depth approach. Security includes physical, network, and system level security. In addition, a secondary security resource provides continual monitoring of logs, alerts, and events.

### LTSS Physical Security

Access control readers are placed on the racks to physically secure the servers. This configuration provides audit and control. Only authorized individuals are allowed on the data center floor, managed with the physical security services at the data center. The physical security services include:

- Manned 24 hours a day, 7 days a week, 365 days a year
- Access restricted to authorized TO Contractor personnel and data center employees
  - Client personnel are escorted through the facility either by:
    - Data center employees
    - Authorized TO Contractor personnel
- Axis IP-based interior and exterior surveillance cameras
- Entrance and exit controlled by HID contact-less access cards
- Cabinet access controlled by combination dial system
- Biometric Hand-scan
- Mantraps

## **LTSS Network Security**

### **Firewall Hardware Platform**

The Cisco ASA 5525-X firewall is the primary security device. The 5525-X supports up to 5Gbps of stateful inspection throughput, 1Gbps of VPN encryption throughput, up to 5,000 site-to-site VPN peers, and 250 simultaneous remote client VPN users. Two Cisco ASA 5525-X firewalls, configured as an active/standby failover pair, serve as the Internet edge devices. These firewalls secure the LTSS environment from the Internet and allow selected inbound/outbound access to the Internet in accordance with the LTSS System requirements.

### **Firewall Security Zones**

Three security zones are initially configured: Outside, DMZ, and Inside:

- Outside Zone
  - This zone connects directly to the Internet. No traffic is allowed from the Internet into the ASA unless explicitly configured within firewall rules. Examples of traffic that are allowed from the Internet include:
    - Incoming connections from the hosted IVR system
    - Traffic from VPN tunnels to third parties
    - Remote access traffic from administrators of the LTSS System.
- DMZ (Demilitarized) Zone
  - Hosts requiring direct incoming access from the Internet are placed in the DMZ. The firewall allows specific Internet traffic into the DMZ to reach the public-facing LTSS servers, and the firewall specifically allows traffic from the public facing servers to reach back-end servers and databases on the inside network. Traffic is not allowed directly from the Internet to a server on the inside zone.
- Inside Zone

- This zone comprises all systems and applications in the most secure network behind the firewall. The bulk of the applications, devices, and systems sit in this zone, including:
  - Database servers
  - Active directory
  - Storage
  - Network management devices
- Hosts on the inside network have explicit rules allowing them to communicate with the DMZ and allowing required traffic out to the Internet, including web browsing, network time protocol, FTP, and email.

Traffic in different security zones is separated by VLANs. Hosts in VLANs belonging to different security zones are forwarded first to the firewall, then pass through the firewall's security mechanisms to communicate with each other.

### **Network/Security Device Access Control**

Access control to Cisco network and security devices are provided with a combination of a RADIUS (Remote Authentication Dial-In User Service) server and user accounts configured in the Active Directory servers in the virtual environment. The network and security devices pass login authentication to a Windows RADIUS server, and the RADIUS server checks the credentials against Active Directory. Password expiration and complexity rules for user accounts are implemented according to best practices. Emergency local accounts are configured on all network and security devices in the event the RADIUS and/or Active Directory servers are unavailable.

### **Virtual Private Networking**

Site-to-site IPsec VPN tunnels to third parties and VPN client access for remote management of the environment are provided by the ASA firewalls.

- Site-to-Site VPN
  - The Cisco ASA firewalls provide VPN access to entities requiring permanent "always-on" access to the LTSS environment. Examples include:
    - VPN tunnel to security operations center
    - VPN tunnel to network operations center
    - VPN tunnel to MDH headquarters
  - These VPN tunnels use IPsec/AES tunnel encryption over the 500Mbps Internet feed provided by the data center.
- Remote Access Client VPN
  - The Cisco ASA firewalls provide client VPN access so individual users can log in directly into the LTSS environment from a computer. Examples include:
    - Remote user login for day-to-day network and system administration
    - Remote user login for disaster recovery readiness testing
    - Remote user login for auditing purposes
  - This service is provided by Cisco's AnyConnect VPN software, installed directly on the remote computer. The computer then initiates a VPN tunnel to the firewall for secure access into the environment.

### **Intrusion Detection and Intrusion Prevention Services**

IDS/IPS functions are provided by Cisco's FirePOWER software, which comes prepackaged with the ASA platform. The IDS/IPS service helps protect the environment from malware attacks and provide reputation- and category-based URL filtering for protection against suspicious web traffic. The ASA is configured to send alerts to the security operations center. The SOC receives threat alarms and recommends corrective actions to the network and security engineers.

### **Logging and Monitoring**

All network and security devices are configured to send their SysLog events for storage on a logging server in the environment. The data on the SysLog server are queried by the network operations center (NOC) or SOC or rolled up into event correlation software for analysis.

All network and security devices are configured with Simple Network Management Protocol (SNMP) for monitoring up/down status, network bandwidth, CPU, and memory. SNMP statistics are collected by the SNMP server located in the network operations center. Network alarms Alerts are sent to NOC staff, and statistics are queried and presented in a report format. Where possible, SNMPv3 is used for a higher level of security.

### **Baseline Device Configuration**

All network and security devices are configured with industry-standard, best-practice security settings, including:

- Disabling of services not in use
- Password encryption
- Access control lists
- Session idle timers
- Device authentication
- Secure network management

### **LTSS System Security**

All LTSS System servers in the hosted environment have multiple layers of security implemented at a system level. Anti-virus software is installed, monitored, and continually updated on all hosted servers. All systems are scanned and patched with the latest security updates and patches monthly. All LTSS System-hosted servers are hardened at the operating system level to provide a further layer of security. All user accounts and access are limited at the server level to implement a need-to-have access level approach.

### **LTSS Security Monitoring**

All devices and servers within the LTSS System's hosted environment are continually analyzed and monitored by a separate security resource. The security resource provides continual monitoring of logs, alerts, and events.

### **Health Insurance Portability and Accountability Act (HIPAA) Compliance**

The LTSS System's hosted environment is secure, with multiple established processes and procedures for continual monitoring of systems and the environment to protect LTSS Systems and data. The LTSS System's hosting environment is NIST 800-53 compliant, HIPAA compliant, and IRS 1075 compliant.



## Database Replication

The RavenDB replicates in the Primary Data Center site to supporting databases and failover databases as defined within the LTSS System's architecture. A secondary replication is implemented between the primary RavenDB server and a hot DR RavenDB server at the Secondary Data Center site. This replication takes place over the replication circuit between the Primary Data Center and Secondary Data Center dedicated to the LTSS System. This replication prevents any dirty database copies or restorations in the event of a disaster recovery of the RavenDB. Replication is configured to meet the SLAs defined within the contract.

## Certificate Expiration Date Tracking

All LTSS System server, device, or system certificates are tracked throughout the duration of the contract. Upon operational hosting of the production environment, an inventory is performed to track all applicable of the LTSS System's certificates and their respective expiration dates. This initial inventory is provided to MDH in order to have a complete inventory of all LTSS certificates and their dates of expiration. The O&M TO Contractor reviews inventory monthly in order to ensure that all certificates within the LTSS System's architecture are processed for renewal well before a certificate has expired. This proactive approach ensures a higher level of availability for the LTSS System.