

STATE OF MARYLAND
NOTICE TO VENDORS/CONTRACTORS

To help us improve the quality of State solicitations, and make our procurement process more responsive and “business friendly”, we ask that you take a few minutes to complete this form. Please return your comments via fax or email to the Issuing Office (Section 1.2) with your bid, proposal or “no bid”, as the case may be. Thank you for your assistance.

Bid/Proposal Number SSA/IHA/10-001-S entitled In Home Aide Services.

I. If you are not bidding, please indicate why:

- Other commitments preclude our participation at this time.
- The subject of the Contract is not in our business line.
- We lack experience in the work / commodities required.
- The scope of work is beyond our current capacity.
- We cannot be competitive. (Please explain below.)
- The specifications are either unclear or too restrictive. (Please explain below.)
- Bid / proposal requirements, other than the specifications, are unreasonable or too risky. (Please explain below.)
- Time for completion is insufficient.
- Bonding/Insurance requirements are prohibitive. (Please explain below.)
- Doing business with Government is simply too complicated.
- Prior experience with State of Maryland Contracts was unprofitable or otherwise unsatisfactory. (Please explain in the Remarks section below)
- Other: _____

II. Please explain your response further, offer suggestions, or express concerns. (Use the back for additional information.)

REMARKS: _____

OPTIONAL

Vendor Name: _____ Date: _____
Contact : _____ Phone: _____
Address or email: _____

THANK YOU!!!

STATE OF MARYLAND

Office of Adult Services
Social Services Administration
Maryland Department of Human Resources
311 West Saratoga Street
Baltimore, Maryland 21201

INVITATION FOR BIDS (IFB)

FOR

In Home Aide Services

DHR AGENCY CONTROL NUMBER: SSA/IHA/10-001-S

IMPORTANT NOTICE: *Prospective Bidders who have received this document electronically via eMaryland Marketplace or the DHR Web Page should immediately contact the Issuing Office and provide their name, mailing address, and e-mail address in order that communications regarding this IFB can be sent to them. Any prospective Bidder who fails to notify the Issuing Office with this information assumes complete responsibility in the event that they do not receive communications from the Issuing Office prior to the closing date.*

In order to receive a Contract award, a vendor must be registered on eMaryland Marketplace (eMM). The eMM website is www.eMarylandMarketplace.com.

The State of Maryland encourages Minority Business Enterprises to participate in this procurement process.

Issued: (January 5, 2010)

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SECTION I. OBJECTIVE OF INVITATION FOR BIDS

1.1 Summary Statement

The Maryland Department of Human Resources (DHR), Social Services Administration's (SSA) Office of Adult Services (OAS) intends to award multiple Contracts to qualified vendors for the provision of In-Home Aide services (Personal Care, Chore Services, Respite Care, and Nursing Evaluation/Supervision services - see Section 1.10, Glossary of Terms), in the jurisdictions listed below via the Local Departments of Social Services (LDSS). In-Home Aide services are provided in the homes of persons who are eligible for DHR In-Home Aide Services and in the homes of individuals who have been determined to have functional disabilities as defined in COMAR 07.06.12.02 B (6) (**Attachment I**) (i.e. cannot perform activities of daily living such as dressing, bathing, eating, toileting, transferring from bed to chair, etc. without assistance). Contracts awarded will be for a five-year period beginning on or about May 1, 2010 and will end on or about April 30, 2015.

| | | |
|------------------|------------------------|-------------------|
| Baltimore City | Dorchester County | St. Mary's County |
| Baltimore County | Frederick County | Talbot County |
| Calvert County | Harford County | Washington County |
| Caroline County | Howard County | Wicomico County |
| Carroll County | Prince George's County | Worcester County |
| Cecil County | Queen Anne's County | |
| Charles County | Somerset County | |

Allegany, Anne Arundel, Garrett, Kent and Montgomery counties have local services locally arranged and are not included in this solicitation.

A roster of successful Bidders, from lowest to highest bid will be made available to each LDSS for use. **Each Contractor's bid amount will determine that Contractor's order of placement on the roster per jurisdiction. For example, the lowest bid offered will result in the highest place on the roster of available contracted providers for that jurisdiction, and continue in descending order** (see Section 3.2).

Bidders can propose to serve more than one jurisdiction, however a separate Price Sheet must be submitted for each jurisdiction proposed to serve. Each Bid Package must be submitted in a separately sealed envelope and include on the envelope the Bidder's name and jurisdiction(s) for service. See Section 4.4 (Single Step Sealed Bidding) for Bid content.

1.2 Issuing Office

The sole point of contact in the State for purposes of this IFB is the issuing office presented below:

Fran Avallone
Procurement Officer
Maryland State Department of Human Resources
311 West Saratoga Street
Room 946
Baltimore, MD 21201
Tel: (410) 767-7404
Facsimile: (410) 333-0258
Email: favalone@dhr.state.md.us

1.3 Pre-Bid Conference

A Pre-Bid Conference will be held on **Wednesday, January 13, 2010** beginning at **10:00 a.m.** at **Maryland Department of Housing & Community Development, People's Resource Center, 100 Community Place, Crownsville, MD. 21032.**

PLEASE BRING A COPY OF THIS IFB WITH YOU TO THE PRE-BID CONFERENCE.

Attendance at the Pre-Bid Conference is not mandatory, but all interested vendors are encouraged to attend in order to facilitate better preparation of their Bid. In addition, attendance may facilitate the Bidder's understanding and ability to meet the State's Minority Business Enterprise (MBE) goals.

In order to assure adequate seating and other accommodations at the Pre-Bid Conference, it is requested that by **Friday, January 8, 2010 at 2:00 p.m.**, all potential Bidders planning to attend call Fran Avallone at (410) 767-7404 with such notice. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, DHR will make reasonable efforts to provide such special accommodations.

The Conference will be transcribed. As promptly as is feasible subsequent to the Conference, a copy of the transcript of the Pre-Proposal Conference, a summary of the Pre-Proposal Conference and all questions and answers known at that time will be made available to all prospective Offerors known to have received a copy of this IFB, free of charge, via *eMaryland Marketplace* and the DHR web page, www.dhr.state.md.us.

1.4 Questions and Inquiries

Written questions from prospective Bidders will be accepted by the Procurement Officer prior to the Pre-Bid Conference. As practical and appropriate, the answers to these pre-submitted questions will be provided at the Pre-Bid Conference. Additionally questions, both written and oral, will be accepted from the prospective Bidders attending the Pre-Bid Conference and will be answered at this Conference or in a subsequent transmittal. (No substantive question will be answered prior to the

Pre-Bid Conference.) Questions may be submitted by mail, facsimile, or preferably by e-mail to the Procurement Officer. Based on the availability of time to research and communicate answers, the Procurement Officer will decide whether an answer can be provided before the Bid due date. Answers to all substantive questions that have not previously been answered, will be distributed to all vendors who are known to have received the IFB.

Should a potential Bidder identify alleged ambiguities in the specifications or Contract provisions included in the IFB, or should there be doubt as to the meaning or intent of any section or subsection herein, the potential Bidder must request clarification from the Procurement Officer prior to the Bid due date.

1.5 Bid Opening Date

Time: 10:00 a.m.

Date: Thursday, January 28, 2010

**Place: Dept. of Human Resources, 311 W. Saratoga St., Room 950A,
Baltimore, Maryland 21201**

Unless specified otherwise Bids will be opened publicly. The apparent awardees will be announced at that time. A notice of the recommended awardees will be provided to all Bidders as soon as all Bids are reviewed.

1.6 Bid Modification or Withdrawal

Bids may be modified or withdrawn by written notice received in the issuing office (ref. Section 1.2) before the time and date for Bid opening indicated in Section 1.8.

1.7 Acceptance of Bid Duration and Content

At the option of the Department, sections of this IFB may be included by reference in any resulting Contract. Bids are to be valid for **90** days following the closing date for Bid receipt in response to this IFB. This period may be extended by written mutual agreement between the vendor and the requesting State organization.

1.8 Bid Closing Date

The original Bid Package, to be so identified, and 2 (**two**) copies **along with** one (1) original Price Sheet (Attachment A) **for each jurisdiction** for which the vendor is submitting a bid must arrive at the Issuing Office (ref. Section 1.2) by **Wednesday, January 27, 2010 at 2:00 pm**, in order to be considered. Vendors mailing Bids should allow sufficient mail delivery time to insure timely receipt by the Issuing Office. Bids or unsolicited modifications to Bids arriving after the closing time and date will not be considered.

1.9 **State Project Manager**

The State Project Manager for this Contract is:

Sherryl D. Gray
Office of Adult Services
Social Services Administration
Maryland Department of Human Resources
311 West Saratoga Street
Baltimore, Maryland 21201
Phone: 410-767-7736
Email: sgray@dhr.state.md.us
Fax: 410-333-0079

After Contract award(s), this person will serve as the sole point of contact for the Contractor in regards to the Contract(s) resulting from this IFB.

1.10 **Glossary of Terms**

Aide – One who assists in the home care of persons who have functional disabilities (unable to perform activities of daily living like dressing, bathing, eating, toileting) by providing personal care, chore services, transportation and escort services and respite care.

Care Plan – An individualized plan to meet the specific needs of the client and who is responsible for providing the services.

Certified Nursing Assistant (CNA) - an individual who is certified by the Maryland Board of Nursing, who assists or performs personal care (dressing, bathing, eating toileting and any hands on activity).

Chore Services – Meal-planning and preparation, regular housekeeping tasks, shopping, laundry, and light cleaning.

In-Home Aide Services – Provides personal assistance services to adults with functional disabilities in their homes in order to maintain vulnerable adults safely in their home and community.

Key Personal - All staff proposed to be assigned to this contract (Contractor's Project Manager, Emergency Contact, Schedulers, Administrators, Supervisors, Registered Nurses, CNAs/Aides)

LDSS Approved Individual Provider – A self-employed individual identified by the client.

Legal Name – Legal name registered with the Maryland Department of Assessments and

Taxation

Nursing Evaluation – An assessment conducted by a Registered Nurse to determine the client’s health care and current conditions and situation that makes him/her unable to perform activities of daily living when the applicant is in need of personal care.

Nursing Supervisor – A registered nurse who provides on-site instruction/demonstration of personal care tasks when necessary; re-evaluates the client as needed every 60 days; and observes and evaluates the Aide’s performance.

Office of Health Care Quality (OHCQ) - This office licenses and regulates Home Care Agencies.

Personal Care Services – Services provided by the Aide, with a CNA certification, along with Nursing Evaluation/Supervision includes, but is not limited to: assistance with bathing, feeding and dressing, grooming, medication reminders, mobility, oral hygiene, toileting and transportation/escort services.

P.O.S. Miles (for Quick Response) - Miles from the Contractor’s office to the client’s home and back to the office **or** miles from the Aide’s home to the client’s and back.

Purchase of Service Order (POS 520) – The order identifies the type of service to be provided, begin and end dates, frequency and length of time of the services to be purchased and the total allowable bill.

Registered Nurse – An individual who has completed extensive training and has passed a specific state examination qualifying her/him to perform complete nursing services and is licensed by Maryland Board of Nursing.

Respite Services – The supervision of an adult with a disability in the absence of a regular caregiver.

SECTION II. GENERAL INFORMATION

2.1 Purpose

The overall purpose of this IFB is to provide information to vendors interested in preparing

and submitting Bids to meet the requirements for contractual services described herein.

2.2 Amendments to the IFB

If it becomes necessary to revise any part of this IFB, amendments will be provided to all vendors who received the initial IFB or are known to have subsequently received the IFB. Acknowledgment of the receipt of all amendments, addenda, and changes issued will be required from all vendors receiving the IFB in the Transmittal Letter accompanying the Bid. Failure to acknowledge receipt does not relieve the Bidder from complying with all terms of any such amendment.

2.3 Amendment or Cancellation of the IFB

The State may amend or cancel this IFB, in whole or in part, at any time before the opening of the Bids. All prospective Bidders who were sent the IFB or otherwise are known by the procurement officer to have obtained this IFB will be notified of any amendment or cancellation.

2.4 Bid Acceptance

The State reserves the right to accept or reject any and all Bids, in whole or in part, received as a result of this IFB, to waive minor irregularities in Bids, or to allow the Bidder to correct a minor irregularity if the best interest of the State will be served.

2.5 Additional Information

Vendors who submit Bids may be required to make individual presentations to State representatives in order to clarify their Bids.

2.6 Incurred Expenses

The State will not be responsible for any costs incurred by any vendor in preparing and submitting a Bid, including making a presentation or conducting an on-site inspection. Any expenses incurred by State personnel or representatives for on-site inspections will be borne by DHR.

2.7 Economy of Preparation

Bids should be prepared simply and economically, providing a straightforward, concise description of the vendor's Bid to meet the requirements of the IFB. **Oral, electronic mail, and facsimile Bids will not be accepted.**

2.8 Contract Term

The Contracts awarded as a result of this solicitation shall be for a period of five (5) years. They shall begin on or about May 1, 2010, and end April 30, 2015, however

if the term does not start on May 1, 2010, the Contracts will last for five years.

2.9 Multi-Year Contract

- A. Services are required for the entire 5-year Contract period.
- B. A Fixed Unit Price shall be given for each service as specified on Attachment A and the Fixed Unit Prices shall be the same throughout the Contract except as stated on Attachment A.
- C. The multi-year Contract shall be canceled automatically if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal period succeeding the first.
- D. The State's Project Manager shall notify Contractors on a timely basis if funds are not available for the continuation of the Contract for each succeeding fiscal period.

2.10 Bid/Proposal Affidavit

The Bid/Proposal Affidavit (**Attachment B**), must be completed by all Bidders responding to this IFB and submitted as a part of the vendor's Bid. This affidavit includes affirmations for commercial nondiscrimination, anti-bribery, non-collusion, debarment, and financial and political contribution disclosure.

2.11 Public Information Act Notice

Bidders should give specific attention to the identification of any portions of their Bids other than the Price Bids which they deem to be confidential, proprietary information or trade secrets and provide justification why such materials, upon request, should not be disclosed by the State under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland.

2.12 Contractor's Responsibilities

The selected Bidder shall be responsible for rendering services within the category for which they have been selected as required by this IFB.

If a Bidder that seeks to perform or provide the services required by this IFB is the subsidiary of another entity, all information submitted by the Bidder, such as but not limited to, references and financial reports, shall pertain exclusively to the Bidder, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Bidder's Bid shall contain an explicit statement that the parent organization will guarantee the performance of the subsidiary.

2.13 Corporate Registration

All corporations doing business in Maryland are required by law to be registered with the State of Maryland, Department of Assessments and Taxation, Comptroller's Office as well as with the Department of Labor, Licensing and Regulation and must have a resident agent. The resident agent must be either an individual (not the corporation itself) with an address within the boundaries of Maryland or a corporation, which represents other corporations as a resident agent.

Any potential Bidder who is not sure of resident/foreign corporate status is advised to contact the Maryland Department of Assessments and Taxation, at 410-767-1340. It is strongly recommended that any potential Bidder be completely registered prior to the due date for receipt of Bids. Failure to do so may result in a Bid being deemed unacceptable.

2.14 Contract Affidavit

The Contract Affidavit (**Attachment C**) must be completed and submitted by the selected Bidder when notified of the recommendation for award. This affidavit includes the certification of corporation registration and tax payment and a reaffirmation of the Bid/Proposal Affidavit.

2.15 General Contractual Conditions

Any Contract resulting from this IFB shall be governed by the laws of the State of Maryland and shall include at a minimum all the terms and conditions set forth in the Services Contract (**Attachment D**) and the Contract Affidavit (**Attachment C**).

Prior to award, both the Contract and the Affidavit must be completed along with witnessed signatures and dates and submitted by the recommended Contractor. The vendor must enter its legal name in the appropriate spaces on the first page of the Contract and the Federal Tax Identification Number or Social Security Number and the dollar amount of the Bid on page two.

2.16 Terms of Payment

The successful vendors shall bill the appropriate Local Department of Social Services by the 15th working day of the month following each month of service using the Purchase of Services Order (**Attachment O**).

For hourly measured services, units should be calculated as follows: 1 – 14 minutes = 0.25 hours, 15 – 30 minutes = 0.50 hours, 31 – 45 minutes = 0.75 hours, 46 – 60 minutes = 1.00 hour.

Health Insurance Reimbursement

In cases where clients are eligible for Medicare, Medicaid, or other health insurance Contractors are required to submit requests for those covered services to those or any other program from which a

referred client is eligible for benefits, and from whom the Contractor is eligible to receive reimbursement. Contractors will only invoice the LDSS for services not reimbursable through other programs.

Funding for any contract(s) resulting from this IFB is dependent upon appropriations from the Maryland General Assembly.

The Department reserves the right to reduce or withhold Contract payment or suspend the referral of cases to the Contractor (see Section 3.2 A. 7 and 8) in the event the Contractor does not provide the Department with all required deliverables within the time frame specified in the Contract or in the event that the Contractor otherwise materially breaches the terms and conditions of the contract. A Corrective Action Plan (CAP) may be required from the Contractor detailing how the deficiency will be cured. If a CAP is required, the State's Project Manager will send written notification to the Contractor. The Contractor has 10 days in which to respond following receipt of the request. In conjunction with the LDSS IHAS Supervisor, the State's Project Manager will, within 10 working days following receipt of the CAP, determine and notify the Contractor in writing whether the CAP is acceptable. If Contract payment has been withheld or reduced or referral of cases has been suspended, Contract payment will be released and referral of cases will resume once all required deliverables are received and approved or any breach of Contract terms and conditions are known by both the LDSS IHAS Supervisor and State Project Manager to be cured. If the CAP is not adhered to by the Contractor, action may be taken by the Procurement Officer to terminate the Contract in that jurisdiction.

Invoice Processing

Invoices shall be addressed to the Local Department that requested services from the Contractor. The name of each person in the Local Department to receive the monthly invoice will be provided to successful Bidders at the Post-Award Orientation Conference (see Section 3.7).

All invoices must (at a minimum) be signed (in blue ink) and dated in addition to including the vendor's mailing address, the vendor's Social Security number or Federal Tax ID number, the State's assigned contract control number, the goods/services provided, the time period covered by the invoice, and the amount of requested payment.

2.17 eMaryland Marketplace (eMM) Registration

eMM is an electronic commerce system administered by the Maryland Department of General Services. In addition to using the DHR website (www.dhr.state.md.us) for transmitting the IFB and associated materials, the summary of the Pre-Bid Conference, Bidder's questions and the Procurement Officer's responses, and addenda will be provided via eMM.

In order to receive a Contract award from the State, a vendor must be registered on *eMaryland Marketplace*. Registration is free. Go here to register: <https://ebidmarketplace.com/>. Click on "Registration" to begin the process and follow the prompts. As a registered vendor to *eMaryland Marketplace*, you will be privileged to many benefits including:

- *Online Goods and Services Profile:*

You can create and maintain your company's goods and services profile with the State. Your online profile will allow you to receive solicitations issued by the State that are in your area of interest.

- *Instant Notification of Opportunities:*

Registered vendors will receive instant, automatic notification via e-mail when a procurement opportunity is issued by State and local government buying organizations in your area of interest.

- *Solicitations Online:*

You can review and respond to State and in some cases local government issued solicitations via the Internet without leaving your desk.

Note: *eMaryland Marketplace* registration is active for one year and must be active at the time of Contract award. *eMaryland Marketplace* registration should be maintained thereafter in order to receive notice of future bid opportunities.

2.18 Electronic Funds Transfer (EFT)

Electronic funds transfer will be used by the State to pay Contractor(s) for this Contract and any other State payments due Contractor(s) unless the State Comptroller's Office grants Contractor(s) an exemption. The selected Bidder shall register using the attached form COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form (**Attachment E**) upon notification of selection for award. If your organization has previously registered for EFT with the Comptroller's Office, unless there has been a change, there is no need to re-register. If previously registered, indicate that information on the COT/GAD X-10 form and return the form to the Procurement Officer upon notification of selection for award. Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption.

2.19 Contract Type

The Contracts that result from this IFB will be Indefinite Quantity Contracts with a Fixed Unit Price, in accordance with COMAR 21.06.03.06.

2.20 Contract Award

Award of a Contract or Contracts, if any, will generally be made within one hundred-twenty (120) days after the closing date for submission of Bids and shall be subject to appropriate Federal and State approvals. Multiple Contracts shall be awarded per jurisdiction to the responsible Bidders whose Bid meets the specifications set forth in this IFB.

This procurement is being conducted in accordance with COMAR Title 21.05.02, Procurement by Competitive Sealed Bidding.

2.21 Acceptance of Terms and Conditions

By submitting a Bid in response to this IFB, the vendor shall be deemed to have accepted all the terms, conditions, and requirements set forth in this IFB.

2.22 Compliance with Law

By submitting a Bid in response to this IFB, the vendor, if selected for award, agrees that it will comply with all Federal, State, and local laws and regulations applicable to its activities and obligations under the Contract. By submitting a Bid in response to the IFB, the vendor shall be deemed to represent that it is not in arrears in the payment of any obligation due and owing the State of Maryland or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and if selected for award, that it shall not become so in arrears during the term of the Contract.

2.23 Protests

A vendor may protest the proposed award or the award of a Contract for this procurement. Any protest must be filed in accordance with Title 15, Subtitle 2 of the State Finance and Procurement Article, Annotated Code of Maryland, and COMAR 21 (State Procurement Regulations), Subtitle 10, Administrative and Civil Remedies.

2.24 Minority Business Enterprises

Minority Business Enterprises are encouraged to respond to this solicitation.

2.25 Minority Business Enterprise Participation Goal(s) and Sub-Goal(s)

No MBE Subcontracting goal has been established for this procurement.

2.26 Certification Regarding Lobbying

Section 319 of Public Law 101-121 prohibits the use of Federal funds for lobbying Federal officials, including members of Congress, in connection with a specific Contract, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or

cooperative agreement. The law also requires the disclosure of lobbying efforts using other than Federal funds. Each bid must include a completed Certification Regarding Lobbying (**Attachment F**).

2.27 Living Wage Requirements

A solicitation for services under a State contract valued at \$100,000 or more may be subject to Title 18, State Finance and Procurement Article, Annotated Code of Maryland. Additional information regarding the State's wage requirement is contained in **Attachment G** entitled *Living Wage Requirements for Service Contracts*. If the Bidder fails to complete and submit the required Living Wage documentation, the State may determine a Bidder to be not responsible. Contractors and subcontractors subject to the Living Wage Law shall pay each covered employee at the rate established by the Department of Labor, Licensing and Regulations, Division of Labor and Industry found on the DLLR Website at <http://www.dllr.state.md.us/>. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel, and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. If the employees who perform the services are not located in the State, the head of the unit responsible for a State contract pursuant to §18-102 (d) shall assign the tier based upon where the recipients of the services are located.

The Contracts resulting from this solicitation will be determined to be a Tier 1 Contract or a Tier 2 Contract depending on the location(s) from which the Contractor provides 50% or more of the services. The Bidder must identify in their Bid the location(s) from which services will be provided. The Bidder shall insert the Tier determination (see below, either Tier 1 or Tier 2) on line 8 of the Price Sheet (**Attachment A**).

- If the Contractor provides 50% or more of the services from a location(s) in a Tier 1 jurisdiction the Contract will be a Tier 1 Contract.
- If the Contractor provides 50% or more of the services from a location(s) in a Tier 2 jurisdiction, the Contract will be a Tier 2 Contract.
- If the Contractor provides more than 50% of the services from an out-of-State location, the State agency determines the wage Tier based on where the majority of the service recipients are located.

2.28 Insurance Requirements

Workers' Compensation -- The Contractor shall maintain such insurance as necessary and/or as required under Workers' Compensation Acts, U.S. Longshoremen's and Harbor Workers' Compensation Act, and the Federal Employers' Liability Act, as well as any other applicable statute.

The State of Maryland must be named as an Additional Named Insured on all liability policies (Workers' Compensation excepted) and certificates of insurance evidencing this coverage must be provided prior to the commencement of any activities.

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

- A. General Liability - The Contractor shall maintain the following minimum insurance protection for liability claims arising as a result of the Contractor's operations under this Contract.

Standard Insurance Service Office

Commercial General Liability, Occurrence Form:

\$500,000 - General Aggregate Limit (other than products/completed operations)

\$500,000 - Products/completed operations aggregate limit

\$150,000 - Business Automobile Liability per occurrence.

\$150,000 - Each Occurrence Limit

\$100,000 - Personal and Accidental Injury Limits

\$ 10,000 - Fire Damage Limit

\$ 2,500 - Medical Expense

Upon execution of a Contract with the State, current certificates of insurance will be provided to the State and thereafter from time to time, as directed by the State.

The State shall receive written notification of non-renewal from the issuer of the insurance policies at least sixty days before the expiration of said policies. In the event the State receives a notice of non-renewal, the Contractor must provide the State with an insurance policy from another carrier at least thirty days prior to the expiration of the non-renewed insurance policy. Failure to provide proof of insurance will result in the contract being terminated for default.

2.29 Hiring Agreement

By submitting a Bid in response to this solicitation, the Bidder agrees to execute and comply with the enclosed Maryland Department of Human Resources (DHR) Hiring Agreement (**Attachment H**). The Hiring Agreement is to be executed by the Bidder and delivered to the Procurement Officer within ten (10) business days following receipt of Notice by the Bidder that it is being recommended for Contract award. The Hiring Agreement will become effective concurrently with the award of the Contract.

2.30 Confidentiality

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

Nothing in this Agreement shall prevent the Parties from using and disclosing statistical data derived from information concerning a recipient of the services provided under this Agreement so long as that statistical data does not identify any recipient of such services.

2.31 False Statements

Bidders are advised that Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland provides as follows:

- (a) In connection with a procurement Contract a person may not willfully;
 - (1) falsify, conceal, or suppress a material fact by any scheme or device;
 - (2) make a false or fraudulent statement or representation of a material fact; or
 - (3) use a false writing or document that contains a false or fraudulent statement or entry of a material fact.

- (b) A person may not aid or conspire with another person to commit an act under subsection (a) of this section.

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

SECTION III. SPECIFICATIONS

3.1 **Background**

DHR's In Home Aide Services (IHAS) is a program of the Office of Adult Services under the Social Services Administration mandated by the Human Services Article Sections 6-501 – 6-505 (**Attachment I**). The Program is offered through local Departments of Social Services (LDSS) in all Maryland counties and Baltimore City, via Aides employed by the Department, and Contracts with providers in the community.

IHAS' purpose is to assist customers with activities of daily living, training in self-care, as well as personal care services under nurse supervision. Help with activities such as meal preparation, light cleaning, laundry, shopping, grooming, transferring from bed to chair etc. all assist the customer in remaining at home and out of institutional living arrangements.

During FY 2009, 3,168 individuals and families received IHAS services, which primarily consisted of personal care and chore services (**Attachment K**).

3.2 **Scope of the Project**

DHR wishes to create a roster of qualified providers of **Chore, Personal Care, Nursing Evaluation/Supervision, and Respite** services from whom the specific Maryland counties and Baltimore City LDSSs identified in Section 1.1 of this IFB can purchase services. A list of each LDSS's Contact information will be provided at the Post Award Orientation Conference (Section 3.7).

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

To reach this objective, DHR intends to enter into contracts that specify rates to be charged for each of the above four services. Each LDSS will have a roster of Contractors that describes and profiles each Contractor's services and lists the rate to be paid.

Note: **The Contract between the Contractor and DHR does not guarantee that any services will be purchased; it simply describes that service, sets the rate, places the Contractor on a roster of qualified providers, and recognizes that the Contractor is to be paid if the LDSS wishes to purchase the service. Each Contractor's bid amount will determine that Contractor's order of placement on the roster. For example, the lowest bid offered will result in the highest place on the roster of available contracted providers, and continue in descending order.**

Currently, twelve (12) Contractors provide services in one or more counties across the State. Aides provide in-home services, when requested by the LDSS, to individuals and/or

families, for the purpose of promoting, maintaining or restoring health and will primarily take place in the residence of the client referred to the vendor for service. These services may also involve accompanying the client to appointments, or if providing Chore Services (See Section 3.2.C) may involve trips to the grocery store, laundry facilities, etc. The services to be provided vary according to the need of each client.

Please note that Bidders are prohibited from subcontracting the direct in-home aide services provided to clients.

A. Conditions Governing Service Delivery

- 1) Requests for services will normally be made to Contractors between the hours of 8:30 AM and 4:30 PM, Monday through Friday. The LDSS – IHAS Supervisor will specify verbally the numbers of hours and types of service to be provided. Such requests will be confirmed by a written POS Order form (**Attachment O**) and Care Plan Agreement (**Attachment P**). The LDSS IHAS Supervisor sends the POS and Care Plan Agreement to the Contractor within three (3) working days following the verbal request for services. The LDSS IHAS Supervisor and Contractor agree on the date for services to begin. The Contractor has 24 hours in which to respond to the verbal request either accepting or declining the request.
- 2) The specific Aide duties will be outlined in the Care Plan Agreement (**Attachment P**). If Personal Care is involved a Personal Care Plan (**Attachment Q**) will accompany the Care Plan Agreement. If there is a change in the Care Plan the Contractor will be notified via telephone followed by an updated Care Plan from the LDSS IHAS Supervisor prior to the start of the service.
- 3) Prior to Personal Care services being initiated, the IHAS client is evaluated by the Contractor’s R.N. These evaluation services are provided as part of the Personal Care service, and the price of the evaluation is included in the Personal Care rate. The Personal Care Plan will identify tasks to be performed by a CNA. Also, when Personal Care services are provided, supervision of the CNA is performed by a R.N. These supervision services are provided as part of the Personal Care service, and the price is included in the Personal Care services rate. Copies of R.N. licenses must be submitted post Contract award and when new staff are assigned to this Contract.
- 4) If services are not provided as scheduled, the Contractor notifies the authorizing LDSS IHAS Supervisor **via telephone** within ½ hour (30 minutes) following the knowledge that the agreed upon start date cannot be met.
 - a) Aide Not Available

If the start date cannot be met because the Aide, due to unforeseen circumstances cannot render services, the LDSS IHAS Supervisor reserves the right to withdraw the POS Order and contact another Contractor. **A written report to the LDSS IHAS Supervisor must follow within five (5) working days.**

b) Customer Not Available

If the Contractor attempts to render service, and the customer is not available for service to begin, the Contractor notifies the authorizing LDSS IHAS Supervisor within thirty (30) minutes following the knowledge that the customer is not available for service. The Contractor documents the incident on the DHR SSA 503 (**Attachment M**) and is eligible to receive payment for up to one (1) hour of the attempted service.

- 5) When a request for services is declined by the Contractor, the Contractor provides written documentation to the Local Department IHAS Supervisor as to the reason for the declination within five (5) working days after declining a request to provide purchase of service.
- 6) After five (5) consecutive declinations or five (5) declinations within a period of three (3) months, the State's Project Manager may suspend new referrals to the Contractor and require the Contractor to submit to the LDSS IHAS Supervisor a Corrective Action Plan (CAP) indicating how future requests for service will be honored. The Contractor will have 10 working days in which to respond. In conjunction with the Local Department, the State's Project Manager will, within 10 working days, following receipt of the CAP, determine and notify the Contractor in writing whether the CAP is acceptable.
- 7) If the CAP is not adhered to by the Contractor, action may be taken by the Procurement Officer to suspend referrals or terminate the Contract in that jurisdiction.
- 8) Purchase of Service for In-Home Aide Services ends on the effective termination date the LDSS IHAS Supervisor has provided the Contractor, or on the ending date of service noted on the POS Order form (**Attachment O**).

Note: Contractors should be aware that some clients referred for service may have communicable diseases. DHR is therefore alerting all Contractors to follow the recommendations of the Centers for Disease Control (www.cdc.gov/niosh/topics/bbp/) and the use of universal precautions. Universal Precautions shall be used with all clients. All protective clothing and/or supplies (i.e. gloves) must be supplied by the Contractor

B. Quick Response Services

Quick Response Services are Aide/CNA services that need to be provided at short notice (within 4 - 12 hours) and/or are requested outside of normal business hours (evenings, weekends, and Holidays). Contractors may receive a request to provide quick response services for purposes of this IFB.

- 1) The Contractor designates a contact person from whom the LDSS IHAS Supervisor can request quick response services. The contact person must be available outside normal working hours.
- 2) When the LDSS IHAS Supervisor has determined that a quick response is warranted or service beyond the regular hours is needed, the Contractor initiates service based upon a verbal request by personnel designated by the LDSS IHAS Supervisor at hours other than those considered normal business hours. Information regarding personnel designated by the LDSS IHAS Supervisor to initiate quick response services will be provided to the successful Bidder's at the Post Award Meeting.
- 3) The Contractor informs the LDSS IHAS Supervisor within 1 hour after the request, as to whether services can be provided. If the request is declined the Contractor has to provide written documentation to the LDSS IHAS Supervisor as to the reason for the declination within five (5) working days after declining a request to provide quick response services. The LDSS IHAS Supervisor will contact another Contractor to provide service.
- 4) The verbal authorization for urgent care services is confirmed in writing by the LDSS IHAS Supervisor to the Contractor using the POS Order form (**Attachment O**) within three (3) working days following the verbal request.
- 5) For quick response only, the Contractor will be reimbursed for mileage from the Contractor's office to the client and vice versa; **or** from the Aide's home to the client's home and vice versa; whichever distance is shortest. Mileage will be reimbursed at the State's current mileage reimbursement rate. The State's current mileage reimbursement rate can be found at http://dbm.maryland.gov/agencies/Documents/FleetManagementServices/pov_reimburseratesjan09.pdf. When requesting mileage reimbursement for quick response services, check the State's website as the mileage reimbursement rate changes periodically.

C. Chore Services include but are not limited to:

- 1) Planning regular and special diets, shopping for necessary food supplies,

- storing food, preparing and serving regular and special meals,
- 2) Shopping for clothing or medicine,
 - 3) Laundering clothes (at a Laundromat, a machine in the resident's building, or by hand if there are only a few items),
 - 4) Washing dishes,
 - 5) Making the bed and/or changing the bed linens,
 - 6) Emptying trash,
 - 7) Vacuuming rugs and bare floors,
 - 8) Cleaning bathroom fixtures (including cleaning the basin, bathtub, mirror, and the inside and outside of toilet),
 - 9) Cleaning and defrosting refrigerator and freezer,
 - 10) Cleaning the stovetop and oven,
 - 11) Cleaning appliances and countertops in the kitchen (e.g. – sink, table),
 - 12) Cleaning tile in kitchen and/or bathroom or removing spots from the wall if this is necessary to prevent the client's eviction or to maintain health, and
 - 13) Mending and light ironing of clothing.

D. Personal Care Services

Prior to Personal Care services being initiated, the IHAS client is evaluated by the Contractor's R.N. All paper work is sent to the LDSS IHAS Supervisor who disseminates the documents to the appropriate staff member. These evaluation services are provided as part of the Personal Care service, and the price of the evaluation is included in the Personal Care rate. Also when Personal Care services are provided supervision of the Personal Care Aide (CNA) is performed by a R.N. These supervision services are provided as part of the Personal Care service, and the price is included in the Personal Care services rate. Copies of R.N. licenses must be submitted post Contract award and as new staff are assigned to this Contract.

Personal Care provided by the CNA with Nursing Evaluation/Supervision includes but is not limited to:

- 1) Assisting clients with bathing activities including partial or complete

sponge baths, tub baths and showers

- 2) Grooming activities such as shampooing hair, shaving, filing, and cleaning fingernails and toenails
- 3) Oral hygiene activities or performing oral hygiene procedures, e.g. - brushing teeth, cleaning dentures, caring for gums
- 4) Eating and dressing
- 5) Toileting, including assisting the client to:
 - a) Use bed pan, commode, and/or
 - b) Empty colostomy/ileostomy bag; and
 - c) Provide incontinence care.
- 6) Walking, transferring the client from a bed to a wheelchair or chair, and carrying out prescribed exercise routines
- 7) Giving backrubs to clients confined to bed, changing the bed with the client in it, and documenting client's progress
- 8) Reminding the client to take his/her own prescribed medication (the Aide does not determine the quantity of medication nor directly give the dosage to the client)

Note: The following Personal Care services **CANNOT** be performed under this Contract:

- a) giving enemas or douches
- b) wound care
- c) determining the quantity of medication the client shall take or giving the dosage to the client
- d) administering eye, ear and nose drops
- e) giving injections;
- f) cutting toe nails, finger nails or shaving a diabetic or hemophiliac
- g) changing sterile dressings;
- h) colostomy irrigation;
- i) care of tracheotomy tube and suctioning;
- j) applying heat devices;
- k) applying un-prescribed medication to skin;
- l) gastrostomy and nasogastric tube feedings;
- m) irrigating or changing catheters;
- n) making judgments or giving advice on medical or nursing problems
- o) transferring large children or adults who are unable to assist with

- lifting
- p) taking blood pressure (unless this duty has been delegated by a R.N. and the Care Plan provides specific reporting parameters)

Note: Under the Contracts resulting from this IFB, the LDSS IHAS Supervisor can elect to:

- a) Purchase Personal Care with Nursing Evaluation/Supervision for a case;
- or,
- b) Purchase Nursing Evaluation/Supervision as a separate service when the LDSS IHAS Supervisor needs an evaluation or supervision for a particular case not being served by the Contractor.

E. Nursing Evaluation/Supervision

The LDSS IHAS Supervisor can purchase Nursing Evaluation/Supervision as a separate service (at a separate hourly rate agreed to as a result of this IFB) **only** when the Nursing Evaluation/Supervision is needed by the LDSS for its own Aide employees or for LDSS IHAS Supervisor approved “individual providers”, **not** for Aide services provided by Contractors. The Contractor provides Nursing Supervision of a Personal Care case:

- 1) If Nursing Evaluation is purchased as either an included or separate service, a (R.N.):
 - a) Evaluates the client on the basis of a home or office visit and fills out the Personal Care section of the Care Plan (**Attachment Q**),
 - b) Re-evaluates the client at least every 60 days or as determined by the LDSS IHAS Supervisor,
 - c) Makes home visits at least every 60 days to assess the client’s condition and quality of Personal Care by reviewing:
 - 1. The plan of personal care,
 - 2. The interactions and relationship between the client and Personal Care Aide,
 - 3. The Personal Care Aide’s performance and ability to deliver the required service, and
 - 4. The continued need for Personal Care services and the need for other in-home Aide services.
- 2) If Nursing Supervision is purchased as either an included or separate

Service, a R.N.:

- a) Provides Personal Care instructions and demonstrations to the Aide when beginning to provide Personal Care services or changing Personal Care services
- b) Instructs the Aide in the appropriate Personal Care procedure for the client, demonstrates the procedures and receives a correct return demonstration of the procedures by the Aide
- c) Provides instructions and demonstrations before the Aide begins to give Personal Care to the client, and after the initiation of care, whenever the R.N. determines it is necessary based on changes in the client's condition, needs, or changes in the Aide's performance of care.

Such changes in the client's condition or Aide's performance of care are monitored with a home visit starting 60 days following the initiation of service and every 60 days thereafter; or whenever the R.N. determines that there is a significant change in the Personal Care the Aide is providing, requiring a new demonstration of the correct procedures

- d) Observes and monitors continuing Personal Care services
- e) Observes the Aide performing the Personal Care activities in the Personal Care Plan (**Attachment Q**) during the required 60 day home visits and re-evaluates the client as needed or every 60 days to determine whether the client continues to require the Personal Care services described in the IHAS Personal Care Plan (**Attachment Q**) during the required re-evaluation period
- f) Instructs the Aide in the appropriate Personal Care procedure or technique (including proper use of protective equipment and supplies).

Whenever the RN. observes a discrepancy between the procedures used by the Aide to perform Personal Care and the procedures taught in the Maryland Board of Nursing-approved Certified Nursing Assistant (CNA) classes, and any procedures or techniques taught by the R.N., the R.N. will instruct the Aide on proper procedures and techniques and will monitor the Aide 60 days from the initiation of service and every 60 days thereafter (See letter c. above).

F. Respite Care

Respite Care involves supervising an adult with a disability in the absence of the regular caregiver. Respite care may also include the provision of Chore Services

when these services are integral but subordinate to the provision of the primary service. If Personal Care is also required, these services are specified on the POS Order by the IHAS Supervisor (**Attachment O**). The IHAS Supervisor determines the number of hours needed based on the assessment by the R.N. and the Case Manager.

G. Reporting

Contractors submits to the appropriate LDSS IHAS Supervisor no later than the 15th working day of each month for the previous month's activities the following reports:

- 1) DHR/SSA 502 – IHAS Services Report (Attachment L) this report monitors the progress and/or needs of the client.

This report is also submitted whenever there is a change in the case situation within 5 business days after the change occurs.

- 2) DHR/SSA 503 - Monthly Services Report (Attachment M) this report insures that the services assigned to the Aide are being provided on the days and for the number of hours assigned.
- 3) DHR/SSA 516 – Summary Monthly IHAS Service Report (Attachment N) attach form DHR/SSA 503 for each case served These forms summarize the services delivered by the Contractor.
- 4) DHR/SSA 520 – Purchase of Services Order (Attachment O) this form is used to invoice for payment.

3.3 Objectives

The purpose of this IFB is to provide specific In-Home Aide services to individuals in the community in order to:

- 1) Reduce the incidence or length of institutional placement,
- 2) Prevent out of home placement of children,
- 3) Prevent abuse, neglect or exploitation of vulnerable adults
- 4) Promote safety, stability, and self-sufficiency.

3.4 Requirements

A. Bidder Requirements

- 1) All Bidders responding to this IFB shall possess a license from OHCQ (Office of Health Care Quality) in one (1) or more of the following:
 - a) Home Health Agency (HHA)

- b) Residential Service Agency (RSA)
 - c) Nursing Referral Agency (NRA)
- 2) The Bidder shall possess and provide evidence of three (3) consecutive years of experience, prior to the submission date, performing services of a similar nature as specified in this solicitation. Proof of three (3) years of experience shall be demonstrated by submitting with the Bid copies of the Bidder license for the past three (3) years.
 - 3) The Bidder shall be capable of serving the entire jurisdiction(s) for which it is submitting a Bid.
 - 4) The Bidder shall have a minimum of one R.N. and five CNAs on staff at the time of the Bid and throughout the life of the Contract. Licenses for these staff shall be submitted with the Bid. (See Section 4.5, Personnel.)

B. Contractor Requirements

The Contractor shall provide the following services as specified in the Scope of Work (Section 3.2):

- 1) Conditions Governing Service Delivery
- 2) Quick Response Services
- 3) Chore Services
- 4) Personal Care Services
- 5) Nurse Evaluation/Supervision Services
- 6) Respite Care Services
- 7) Reporting

C. Staffing:

When new or additional staff are assigned duties associated with any Contract resulting from this IFB, the Contractor shall notify the LDSS IHAS Supervisor of its intent at least thirty (30) days in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact of the project. No diversion shall be made by the Contractor without the written consent of the State's Project Manager. Replacement of any personnel, including personnel who leave the employment of the Contractor, shall be with personnel of equal ability, qualifications and experience. Any required licenses for new staff shall be submitted to the LDSS IHAS Supervisor as well, prior to the start of those duties.

D. Aide Qualifications

- 1) All Aides providing Personal Care services to LDSS clients shall be certified by the Maryland Board of Nursing as Nursing Assistants (CNA) and shall

possess at least one (1) year of experience providing Personal Care services under any Contract resulting from this IFB. Copies of CNA licenses must be submitted to the appropriate LDSS IHAS Supervisor post contract award and as new staff are assigned.

- 2) All Aides providing service to LDSS clients shall possess at minimum a high school diploma or high school equivalency certificate, and undergone a criminal background check within 6 months prior to the start of the Contract and annually thereafter. Contractors are responsible for obtaining and paying for criminal background checks.

E. Aide Training

All Aides shall receive two (2) in-service training programs annually from the Contractor on such topics related to safe and effective service provision to clients, which should include CPR training. Training documentation shall be maintained in the Contractor's personnel records.

Supervision of Aides

Aides providing Personal Care Services shall be supervised by a R.N.

- 1) Implementation of service delivery
 - a) The Contractor shall designate one person to coordinate services with the LDSS IHAS Supervisor, who will be available to accept referrals, monitor service delivery, confirm that the Care Plan Agreement (**Attachment P**), designate hours being delivered to clients, insure deliverables are submitted on time, and when necessary, participate in meetings and case conferences to coordinate service delivery.
 - b) It is expected that when an Aide/CNA is assigned a case, the Aide/CNA becomes the primary and consistent provider of services for that case. When an Aide/CNA is absent, the Contractor makes provisions for a substitution. The Contractor notifies the LDSS IHAS Supervisor within one (1) hour following the knowledge of the Aide's/CNA absence that a substitution needs to be made and who the substitute will be. If Personal Care is to be provided, a copy of the substitute's current CNA certification is faxed to the LDSS IHAS Supervisor, prior to any service being rendered. If a substitute is not available, the LDSS IHAS Supervisor is notified within the hour via telephone with written follow-up due within five (5) working days. Failing to identify a substitute to the LDSS IHAS Supervisor within one (1) hour, gives the LDSS IHAS Supervisor the right to contact another

Contractor.

- c) The Contractor shall immediately notify the LDSS IHAS Supervisor of any incident where an Aide may have acted inappropriately by the close of business on the same day. A written report to LDSS IHAS Supervisor must follow within five (5) working days after the incident stating what occurred and the actions taken by the Contractor.
- d) If the Aide observes any evidence of client injury, or suspects the client is a victim of abuse or neglect, the Aide must make a report to their supervisor who in turn will notify the LDSS IHAS Supervisor verbally as soon as the incident is reported. Written documentation of the suspected abuse or neglect or evidence of client injury shall be submitted to the LDSS IHAS Supervisor within five (5) working days.
- e) The Contractor shall inform the LDSS IHAS Supervisor within 24 hours after any interruption of service to a client for whom the Contractor is providing services, e.g. hospitalization of the client, the client not at home when scheduled for service, etc. This information may be provided verbally to the LDSS IHAS Supervisor, but must be followed by a written report within seven (7) working days. The Contractor shall not suspend, close, increase, or reduce the hours or days of service without receiving a new POS Order (Attachment O) from the LDSS Supervisor. The Contractor is eligible to receive payment for up to one (1) hour of any attempted service.

G. Record Keeping

The following records shall be kept by the Contractor:

- 1) The Contractor shall retain all books, records, including documents that reflect all direct or indirect costs expended in the performance of this Contract for a period of no less than three (3) years after the date of final payment, in accordance with COMAR 21.07.01.21.
- 2) Documentation of required Aide and R.N. certifications, documentation of attendance at required training, verification of required education, and verification of criminal background checks. This type of documentation shall be updated as necessary, including for all new hires. Copies of this documentation for any Contractor staff person assigned to serve LDSS clients shall be available to submit to the LDSS IHAS Supervisor at the request of the LDSS IHAS Supervisor,
- 3) A copy of the Purchase of Service (POS) Order (Attachment O) for IHAS

services, IHAS Care Plan Agreement (**Attachment P**) and Care Plans/Personal Care Plan (**Attachment Q**). A medical record shall be established and maintained for each client.

- 4) A copy of any correspondence or information obtained concerning each client's health, medical condition or treatment shall be maintained in the client's medical record.
- 5) Client records shall be kept in a secure place, and shall not be shared with other agencies or individuals, except as authorized by the State Project Manager. The DHR record retention policy requires that Contract files be kept for up to three years after the date of final payment, after which the records must be purged.

3.5 Deliverables

The Contractor shall submit to the appropriate LDSS IHAS Supervisor no later than the 15th working day of each month for the previous month's activities the following reports:

A. DHR/SSA 502- IHAS Services Report (**Attachment L**)

This report is also submitted whenever there is a change in the case situation within 5 business days after the change occurs.

B. DHR/SSA 503 – Monthly Services Report (**Attachment M**)

C. DHR/SSA 516 – Summary Monthly IHAS Service Report (**Attachment N**)

D. DHR/SSA 520 – Purchase of Services Order (**Attachment O**)

E. Monthly Invoice – Submitted on the Contractors letter head (See Invoice Processing under Section 2.16, Payment Terms).

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

Certificate of Insurance (see Section 2.28)

The Contractor shall submit to the LDSS IHAS Supervisor proof of insurance renewal due within thirty (30) days after renewal.

Failure to submit all Deliverables as required could result in the reduction or

withholding of Contract payment or suspension of new referrals. A Corrective Action Plan (CAP) may also be required if any Deliverable is 60 days in arrears. See Section 2.16 for details

3.6 Contractor's Project Manager

The Contractor shall designate an individual to serve as the Contractor's Project Manager. The Contractor's Project Manager shall be indicated on the **Transmittal Page (Attachment J)**. The Contractor's Project Manager has overall responsibility for performance of the Contract and must be available to discuss and report on the day-to-day operations of this Project and resolution of concerns between normal working hours Monday through Friday, 8:30 am to 4:30 pm.

The Contractor shall designate an individual to serve as the Contractor's Emergency Contact. The designated Emergency Contact shall be available for the LDSS to contact outside of normal business hours, and must be indicated on the **Transmittal Page (Attachment J)** as well. Contractors shall notify the LDSS IHAS Supervisor and State Project Manager of any demographic changes such as address, phone number, email address, etc.

Contractors are not prohibited from using the same individual to serve as the Project Manager and Emergency Contact.

3.7 Post-Award Orientation Conference

Within two weeks after **DBM or BPW** approval, whichever is appropriate, the State's Project Manager, the Contractor and/or the Contractor's Project Manager, and any other State or Contractor staff deemed appropriate shall attend a Post-Award Orientation Conference. The purpose of the Post-Award Orientation Conference is to discuss service delivery, invoice processing, monitoring and other Contract terms and conditions. The date, time and location of the Post-Award Orientation Conference will be indicated to the successful Bidders after execution of the Contracts by DHR.

SECTION IV. REQUIREMENTS for BID PREPARATION

4.1 Bid Submission

Bidders must submit to the Issuing Office (see Section 1.2) an original Bid Package (signed in Blue ink), to be so identified, and 2 (**two**) copies along with 1 (one) original Price Sheet (**Attachment A**) for each jurisdiction for which a bid is being made. Each Bid must be submitted in separately sealed envelopes and include on the envelope the Bidder's name, solicitation title, jurisdiction(s) to be served, Bid Due Date and Time. **Do not change or alter any State Attachments or the Bid will be rejected.**

4.2 Checklist

The Checklist (Attachment R) must be completed and placed at the front of the Bid. The Checklist is included for the benefit of Bidders to ensure that all documents pertaining to this IFB are completed and included with the Bid. The failure of the Bidder to complete accurately and submit the required documents will result in a determination that the Bid is not responsive and rejected in accordance with COMAR 21.06.02.03.

4.3 Transmittal Page

The Transmittal Page (Attachment J) must accompany the Bid. An individual, who is authorized to bind the firm to all statements, including services and prices, contained in the Bid must sign the Transmittal Page. The Transmittal Page must also acknowledge any addenda to the IFB that were received.

4.4 Single Step Sealed Bidding

Each vendor shall complete a Price Sheet (Attachment A), which states the prices proposed in response to the IFB. A separate Price Sheet must be completed for each jurisdiction (county or Baltimore City) that the Bidder proposes to serve. **An original Price Sheet for each jurisdiction must be submitted.**

Price Sheet (Attachment A):

The Bidder must complete and include with its Bid a separate price sheet for each jurisdiction proposed to serve.

On each Price Sheet the Bidder must enter the jurisdiction which it is proposing to serve.

- A. **Service (Column I, Rows A through D and Row F)** reflects all billable service categories.
- B. **Rates (Column II)** entered on the Price Sheet by each Bidder, shall be inclusive of any vendor fees (fixed or variable) associated with providing services on an hourly basis. The Rates provided represent the actual hourly service fee to be paid each Contractor.
- C. **Weight (Column III)** reflects Departmental estimates (based on past experience) of the percentage of total service hours delivered annually within each of the IHAS service types.
- D. **Weighted Hourly Rate (Column IV)** represents the hourly rates calculated by the Bidder, weighted by the Department's estimated frequency of service-type provision.
- E. **Emergency/Weekend Supplement (Column IV, Row F)** calculates an addition to the hourly rate for services provided on an emergency or weekend basis.
- F. **Composite Weighted Hourly Rate (Column IV, Row G)** provides the formula to

determine the Composite Weighted Hourly Rate (sum of Column IV, Row E and F) that will be used to determine the basis for award per jurisdiction. Hourly Rate is transferred

Living Wage: Contractors shall be compliant with the Living Wage requirements in Section 2.33, and designate which Tier, if any, is applicable to its Bid.

4.5 Statement of Bidder's Qualifications (see Section 3.4 A. 1, 2, and 3)

A description of the Bidder's qualifications shall clearly show the company history in providing home care service; organizational structure and ownership - including relationship(s) to any parent firms, sister firms or subsidiary firms. Bidders must submit an organizational chart detailing specific roles, responsibilities and labor category for key staff proposed to be assigned to this solicitation, including the Contractor's Project Manager and Emergency Contact, Administrators, Supervisors, Scheduler, R.N.s, CNAs, and other Aides as well as any related experience.

(Note: Any professional licenses, certificates, etc. required of the Bidder Agency must be included here.)

4.6 Personnel (see Section 3.4 A. 4)

This section should include job descriptions and staff licenses for all individuals identified as Key Personal who are to be assigned to this project if the Bidder is awarded a Contract(s). Indicate the role or assignment that each individual is to have in this project. Prior to diverting any of the specified individuals to assignments other than this project, the Contractor shall notify the LDSS IHAS Supervisor of its intent at least thirty (30) days in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact on the project. No diversion shall be made by the Contractor without written consent of the Department. Replacement of any personnel, including personnel who leave the employment of the Contractor, shall be with personnel of equal ability, qualifications and experience

(Note: Any professional licenses, certificates, etc. required of the Bidder's staff (i.e. Project Manager, Emergency Contact, Administrators, R.N.s, CNAs and Aides must be included here).

4.7 References

The Bidder must supply 3 reference letters (from current or previous customers) to support the Bid. Reference letters should be submitted by the reference source directly to the Bidder in a separately sealed envelope for inclusion with the Bidder's Bid. Reference letters should include the solicitation number, Bidder's name and speak to the Bidder's qualifications, character, service provided, performance, etc. The reference letters must be current (within the last 3 years), and identify the name of a point of contact and telephone number. The State shall have the right to contact any reference of its choosing as part of the

evaluation process including references not provided by the Bidder but otherwise known by the Department. **A list of references without the actual letters is not acceptable.**

4.8 Order of Submission

Each Bid must include the following documents in the following order. Each document must be completed and the original signed in blue ink.

| Document | Attachment | # Required | Special Instructions |
|---|-------------------|-------------------|---|
| Completed IFB Checklist | R | 1 | |
| Transmittal Page | J | 1 | Must submit for each jurisdiction to be served |
| Price Sheet | A | 1 | Must submit an original for each jurisdiction to be served |
| Statement of Bidder's Qualifications | | 1 | Must attach an organizational chart and a copy of the Agency's current OHCQ license and license for the past 3 years (see Sections 3.4 A and 4.5) |
| Personnel | | 1 | Must attach job descriptions and a copy of the licenses and certificates for all Key Personnel |
| Reference Letters | | 3 | Must accompany the Bid in separately sealed envelopes |
| Bid/Proposal Affidavit | B | 2 | Both must have original signatures |
| Certification Regarding Lobbying | F | 2 | Both must have original signatures |
| Living Wage Affidavit of Agreement | G | 2 | Both must have original signatures |
| <u>ALL ORIGINAL DOCUMENTS MUST BE SIGNED IN BLUE INK</u> | | | |

SECTION V. EVALUATION PROCEDURES

5.1 Bid Opening and Evaluation

Upon receipt, Bids and modifications shall be kept confidential and held in a secure place until the established opening date. Bids and modifications will be opened publicly. The name of each Bidder, the Bid price, and such other information as is deemed appropriate shall be read aloud or otherwise conveyed at the time of Bid opening. The Bids shall be tabulated or a Bid abstract made. Bids shall be available for public inspection after opening and before award of the Contracts, except for material designated as confidential by the vendor.

All vendors' Bids received by the closing deadline will be evaluated by the Procurement Officer.

5.2 Reciprocal Preferences

The provisions of State Finance and Procurement Law Section 14-401 and COMAR 21.05.01.04 shall apply to this solicitation.

Although Maryland law does not authorize procuring agencies to favor resident Bidders in awarding procurement Contracts, many other States do grant their resident businesses preferences over Maryland Contractors as described in COMAR 21.05.01.04. A resident business preference will be given if a responsible Bidder whose principal office or principal base of operations is in another State submits the most advantageous Bid, and the State in which the non-resident's principal operations through which it would provide the goods or services, gives a preference to its residents through law, policy, or practice, and the preference does not conflict with a Federal law or grant affecting the procurement Contract. Therefore, a preference will be given to the lowest possible responsible Bid from a Maryland firm over that of a nonresident firm if the State in which the nonresident firm is located gives a resident business preference. Where such a resident business preference is provided, the preference shall be the same as that provided by the State in which the nonresident business is located.

A nonresident Bidder submitting a Proposal for a State project shall attach to the Proposal a copy of any current statute, resolution, policy, procedure or executive order of the Bidder's resident State that pertains to that State's treatment of nonresident Bidders.

5.3 Qualifying Bids

The vendor must assume full responsibility for addressing all necessary technical and operational issues in order to meet the requirements of the IFB.

The Procurement Officer shall first review each Bid for compliance with the mandatory feature requirements in Section III (Specifications) and with all other necessary requirements

of this procurement. Failure to comply with any mandatory requirement will normally disqualify a vendor's Bid.

5.4 Bid Evaluation and Award

Multiple Contracts will be awarded to the responsible Bidders whose Bid meets the specifications set forth in the Invitation for Bids and provides the lowest price until all funds are obligated for each jurisdiction. The State reserves the right to make awards by item, or groups of items, or total Bid if it is in the best interest of the State to do so, unless the Bidder specified in his Bid that a partial or progressive award is not acceptable. The Bid amount used to evaluate and make the award was derived from the Price Sheet (Attachment A), Row G, Column IV.

Contract awards resulting from the IFB are subject to appropriate State approvals. Awards exceeding \$200,000 require approval of the State Board of Public Works.

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SECTION VI. APPENDICES

| | |
|--------------|---|
| Attachment A | Price Sheet |
| Attachment B | Bid/Proposal Affidavit (complete and submit with Bid) |
| Attachment C | Contract Affidavit (to be completed by successful Bidders only upon notification of selection) |
| Attachment D | Contract (sample only - to be completed by successful Bidders only upon notification of selection) |
| Attachment E | Electronic Funds Transfer Form to be completed by successful Bidders only upon notification of selection) |
| Attachment F | Certification Regarding Lobbying (must be submitted with the technical offer/Bid) |
| Attachment G | Living Wage: Affidavit of Agreement (must be submitted with the technical offer/Bid) |
| Attachment H | Hiring Agreement (to be completed by successful Bidders only upon notification of selection) |
| Attachment I | COMAR 07.06.12.02 B (6) In-Home Aide Services |
| Attachment J | IHAS Transmittal Page |
| Attachment K | Hours of Service by Jurisdiction |
| Attachment L | 502 Form IHAS Services Report |
| Attachment M | 503 Form Monthly Report on In Home Aide Services Provided |
| Attachment N | 516 Monthly In Home Aide Direct Services Report |
| Attachment O | 520 Form Purchase Of Service (POS) Order Form |
| Attachment P | 525A IHAS Care Plan Agreement |
| Attachment Q | 525B Form IHAS Care Plan/ Personal Care Plan |
| Attachment R | IFB Checklist |

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