

**DEPARTMENT OF HUMAN RESOURCES
Social Services Administration**

SMALL PROCUREMENT SOLICITATION FOR

Consulting Services

DHR AGENCY CONTROL NUMBER: SSA/CS-12-001-S

1. SUMMARY STATEMENT

The Maryland Department of Human Resources intends to acquire technical assistance services to assist the Department with assessing and improving its Title IV-E Program to ensure the Department is maximizing the attainment of federal revenue. The Contract will not exceed a three (3) month period beginning on or about April 2, 2012 and ending May 31, 2012. If however, the term does not start on April 2, 2012, the Contract will last for two (2) months.

2. BACKGROUND

As the State's human services agency, DHR is committed to providing quality services to Maryland's citizens in need of child welfare services, financial assistance and support, in addition to community outreach. The Department furthers its commitment to the State's vulnerable children through one of the Guiding Principles, that "families should be the first resource for the emotional and financial support of their children and other family members." In the last three years, DHR has demonstrated its commitment through several initiatives. One of these initiatives is *Place Matters*, referred to as the signature initiative of Maryland's Child Welfare System. The ultimate goal of *Place Matters*' is to find permanent families for children in State custody. The Department, as well as the child welfare community realizes that children are better off with their family of origin, whenever possible.

Federal revenue assists the Department in funding services offered to children in out-of-home placement as well as provides administrative funding for caseworker training. Title IV-E of the Social Security Act is a major source of federal funding for the State of Maryland's child welfare programs. Federal funding is available under Title IV-E to the Maryland Department of Human Resources (DHR) for various types of expenditures for which the State can claim Federal Financial Participation (FFP) for the costs associated with Foster Care, Adoption, Training and the Administration of a child welfare program.

3. SCOPE OF THE PROJECT

The DHR is seeking a Contractor to assess its current Title IV-E program to determine if it has in place all of the necessary processes to maximize its FFP and the associated claims.

4. OFFEROR QUALIFICATIONS

The Offeror shall have demonstrated knowledge of the federal Social Security Act Title IV-E Program and the Foster Care Rate Reimbursement process. The Offeror shall have experience working with States to maximize federal funding.

A. CONTRACTOR REQUIREMENTS

The Contractor shall review current policies and procedures and their implementation. The Contractor shall provide DHR's leadership with information and strategies to better manage and implement the Title IV-E program in Maryland and present opportunities to maximize federal revenue, which may include Medicaid, at a time when other State and federal funding are diminishing.

The assessment shall include a review of the Department's Cost Allocation Plan, Time Study, IV-E State Plan, Title IV-B Training Plan, previous quarter Claims and other related cases and materials as well as a sample of child welfare cases, to determine opportunities for improvement.

The Contractor shall meet periodically with DHR's leadership to review existing procedures and the needs of the Department.

B. CONTRACT TERM AND DELIVERABLES

The Contract resulting from this solicitation shall be for a two (2) month period beginning on or about April 2, 2012 and ending May 31, 2012. Within six (6) weeks after contract award the Offeror shall provide the Department with a detailed written assessment summarizing the findings as well as strategies for improvement. This deliverable shall be submitted to: Carnitra White, Department of Human Resources, Social Services Administration, 311 W. Saratoga Street, Room 581, Baltimore, Maryland 21201.

7. SUBMISSION INFORMATION

The original, to be so identified, and **three (3)** copies of each Proposal (Technical and Financial) must be received by the Procurement Officer by **2:00 p.m, March 23, 2012**, in order to be considered timely. Requests for extension of this date or time shall not be granted. Vendors mailing Proposals should allow sufficient mail delivery time to insure timely receipt by the Procurement Officer. Proposals or unsolicited modifications to Proposals arriving after the closing time and date will not be considered, except under the conditions identified in COMAR 21.05.02.10 B and 21.05.03.02 F.

Oral, electronic mail, and facsimile Proposals will not be accepted.

Proposals are to be delivered to:

Department of Human Resources,
Procurement Division

311 W. Saratoga Street Rm. 946
Baltimore, Maryland 21201

Aung Htut, Procurement Officer
Telephone: (410) 767-7775
Fax: (41) 767-0258
Email: ahtut@dhr.state.md.us

The sole point of contact for this solicitation shall be the Procurement Officer listed above. All inquiries must be directed to the Procurement Officer.

Proposal Submission shall include:

- A. A Transmittal Letter, printed on the vendor's letterhead. The purpose of this letter is to transmit the Proposal; therefore, it should be brief. The letter shall contain the title of the solicitation and include the Offeror's name, federal tax identification or social security number, eMaryland Marketplace number (if registered), and the Offeror's complete address. An individual, who is authorized to bind the firm to all statements, including services and prices contained in the Proposal, must sign the letter. The letter must also acknowledge receipt of any amendments issued against the solicitation.
- B. **Work Plan** - The Offeror shall describe the process it will use to assess the Department's IV-E Program and its claiming process. The Offeror shall outline the programmatic areas that will be reviewed and the necessary materials required to complete a comprehensive review of the Department's Title IV-E Program. The Offeror shall assess other potential areas of federal revenue maximization such as Medicaid.
- C. **Past Experience** - The Offeror must submit with its Proposal resumes that include a description of experience providing technical assistance in other States and/or employment in other States providing IV-E Program services and claiming processes.
- D. **References** - The Offeror shall supply three reference letters, which must be business and/or professional references to support the Proposal. Reference letters should include the solicitation number, Offeror's name and speak to the Offeror's qualifications, character, service provided, performance (i.e. when the performance occurred, dollar value, whether contract requirements were met on time and on budget and whether goals were met), etc. The references shall be current (within the past 2 years) and identify a point of contact, and telephone number.
- E. A **Financial Proposal**, indicating a fully loaded firm fixed unit price as outlined on the Pricing Sheet (**Attachment A**). The Financial Proposal must be submitted in a separately sealed and labeled envelope from the Technical Proposal.

8. SELECTION CRITERIA

- a. The Work Plan (Section 7-B)
- b. Past Experience (Section 7-C)
- c. References (Section 7-D)

9. BASIS FOR AWARD

The Contract will be awarded to the responsible Offeror whose Proposal meets the specifications set forth in the Small Procurement Solicitation, and provide the most advantageous Offer to the State considering both price and technical factors.

10. DEPARTMENT CONTRACT

The successful Offeror will be expected to sign a contract with the Department, sample enclosed as **Attachment B**.

11. CANCELLATION OF PROPOSALS

The State may cancel this Solicitation, in whole or in part, whenever this action is determined to be fiscally advantageous to the State or otherwise in the State's best interest. If the Solicitation is canceled, a notice of cancellation will be provided to all prospective Offerors who were sent this Solicitation or otherwise are known by the Procurement Officer to have obtained this Solicitation.

12. ACCEPTANCE OF PROPOSALS

The State reserves the right to accept or reject any and all Proposals, in whole or in part, received in response to this Solicitation, or to waive or permit cure of minor irregularities to serve the best interests of the State of Maryland.

13. TIME OF PROPOSAL ACCEPTANCE

The content of this Solicitation and the Proposal of the successful Offeror will be included by reference in any resulting Contract. All prices, terms and conditions in the Proposal are irrevocable for 90 days after the closing date for receipt of Financial Proposals or Best and Final Offers, if requested. This period may be extended by written mutual agreement between the Offeror and the requesting State organization.

14. PAYMENT

The Contractor may invoice the Department monthly for hours worked during the billable period up to 90% of the Contract. Final payment will be made upon receipt of all deliverables. Invoices are due by the 15th of the month following the billable period.

Invoices must be addressed to:

Carnitra White, Executive Director

Department of Human Resources
Social Services Administration
311 W. Saratoga Street, Room 930
Baltimore, MD 21201

All invoices must (at a minimum) be signed and dated in addition to including the Contractor's mailing address, the Contractor'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.

15. PROCUREMENT METHOD

This award will be made in accordance with Code of Maryland Regulations (COMAR) 21.05.07, Small Procurement Regulations. Small procurement is defined as the use of procedures to obtain items reasonably expected by the Procurement Officer to cost \$25,000 or less.

Minority Business Enterprises are strongly encouraged respond to this solicitation



Maryland's Human Services Agency

TITLE IV-E CONSULTING SERVICES PRICE SHEET

Offeror's Name: _____

Address: _____

Telephone #: _____ Federal Tax I.D #: _____

Required Services	Maximum Units	Bid Amount	Total
Number of Hours Reviewing Materials	150	\$0	\$0
Number of Hours for On-site Activities			
Travel (mileage can only be reimbursed at the State's mileage rate of 55.5 cents per mile)	0	\$0.555	\$0
Detailed Written Assessment	1	\$0	\$0
Total Bid Amount			\$0

Printed Name & Title of Person Authorized to Bind Services, Statements & Prices

Signature of Person Authorized to Bind Services, Statements & Prices

Date:

**SMALL PROCUREMENT STANDARD SERVICES CONTRACT
BETWEEN
MARYLAND STATE DEPARTMENT OF HUMAN RESOURCES**

Social Services Administration
311 W. Saratoga Street
Baltimore MD 21201

AND

FOR

Consulting Services

THIS CONTRACT, effective as of April 2, 2012, by and between the Maryland State Department of Human Resources Social Services Administration (SSA) , hereinafter abbreviated as the "DHR/SSA" and a hereinafter referred to as the "CONTRACTOR".

The DHR/SSA and the CONTRACTOR do mutually agree as follows:

I.

PROGRAM AND SERVICES TO BE PROVIDED

Subject to the continuing availability of the State and /or federal funds, the DHR/SSA shall purchase the CONTRACTOR'S services and the CONTRACTOR shall . These services shall be provided in accordance with the terms and conditions of this Agreement, the DHR/SSA's Scope of Work, the CONTRACTOR'S proposal and budget dated , attached as the Appendix and incorporated as part of this Agreement.

II.

TERM OF AGREEMENT

Performance under this Agreement shall commence on April 2, 2012 and shall continue until agreed upon services are completed, but in any case no later than May 31, 2012. The PARTIES, however, may mutually agree in writing to an earlier termination, or, the DHR/SSA, in its sole discretion, may serve upon the CONTRACTOR a written notification of an intention to terminate the Agreement as of thirty (30) days or more from the date of the receipt of such notice, pursuant to either Section IV (d) or (e) of this contract.

III.

COSTS AND EFFICIENCY

(a) The cost to the DHR/SSA for the services to be provided by the CONTRACTOR under the Agreement shall not

exceed: Dollars ().

(b) METHOD OF PAYMENT: Payments by the DHR's Fiscal Services Division shall be made upon submission of an invoice from the CONTRACTOR.

(c) Payment of these funds is conditional upon the DHR/SSA receiving funds as specified to pay for the total costs of the services set forth in the Appendix from .

If funds are not appropriated or otherwise made available to support continuation of the services hereunder in any succeeding fiscal year, the DHR/SSA shall have the right to terminate this Agreement and the CONTRACTOR is not entitled to recover any profits or costs not incurred before termination. This agreement shall be terminated automatically as of the beginning of the fiscal year for which funds are not available.

If the General Assembly fails to appropriate sufficient funds or if sufficient funds are not otherwise made available for performance of this contract, the DHR/SSA reserves the right in its sole discretion to reduce the total amount of funding under the contract.

(d) The CONTRACTOR'S Federal Tax identification Number is .

The CONTRACTOR agrees to include this number on all invoices billed to the DHR/SSA. The DHR/SSA may withhold payment for failure to comply with this provision.

The CONTRACTOR'S Social Security Number is (individual contractor only). This number will be used for disbursement and tax purposes only.

IV.

GENERAL PROVISIONS AND CONDITIONS

(a) State Laws and Regulations: The terms of this Agreement and its execution are subject to all applicable Maryland Laws and Regulations and approval of other agencies of the State of Maryland as required under said laws and regulations.

(b) The DEPARTMENT designates Carnitra White, or designee, to serve as Contract Manager for this Agreement. All contact between the DHR/SSA and the CONTRACTOR regarding all matters relative to this Agreement shall be coordinated through the DHR/SSA's designated Contract Manager.

(c) Amendment of Agreement: This Agreement may be amended as the DHR/SSA and the CONTRACTOR mutually agree in writing. Amendments may not significantly change the scope of the contract (including the contract price). Except for the specific provision of the Agreement which is thereby amended, the Agreement shall remain in full force and effect after such amendment subject to the same laws, obligations, provisions, rules and regulations, as it was prior to said amendment.

(d) Extensions for Time: The Parties expressly reserve the right to extend the term of the Contract, without additional cost to the State beyond the NTE amount identified in Section III (a) herein and for services provided beyond the original term of the Contract, provided the extension is for a reasonable, limited, and defined time, and provided that the scope of work under the extension is the same as the original Contract. It is also agreed that all such modifications shall be reduced to writing, and signed by the Parties.

(e) Termination for Convenience: The performance of work under this Agreement may be terminated by the DHR/SSA in accordance with this clause in whole, or from time to time in part, whenever the Contract Manager shall determine that such termination is in the best interest of the State. The DHR/SSA will pay all reasonable costs associated with this

Agreement that the CONTRACTOR has incurred up to the date of termination and all reasonable costs associated with termination of the Agreement. However, the CONTRACTOR shall not be reimbursed for any anticipatory profits which have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A(2).

(f) Termination for Default: If the CONTRACTOR fails to fulfill its obligations under this Agreement properly and on time or otherwise violates any provision of the Agreement, the DHR/SSA may terminate the Agreement. Prior to terminating this Agreement, the DHR/SSA shall give the CONTRACTOR thirty (30) days prior written notice of such default and if the CONTRACTOR has not cured such default within the thirty (30) day period, the DHR/SSA may, by written notice, within five (5) days after expiration of this period, terminate the contract. The notice shall specify the acts or omissions relied on as cause for termination. All finished or unfinished supplies and services provided by the CONTRACTOR shall, at the DHR/SSA's option, become the State's property. The DHR/SSA shall pay the CONTRACTOR fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the CONTRACTOR'S breach. If the damages are more than the compensation payable to the CONTRACTOR, the CONTRACTOR will remain liable after termination and the DHR/SSA can affirmatively collect damages. Termination hereunder, including the determination of the right and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11 B.

(g) Disputes: This Agreement shall be subject to the provisions of State Finance and Procurement Article, Title 15, Subtitle 2, Annotated Code of Maryland and COMAR 21.10. Pending resolution of a claim, the CONTRACTOR shall proceed diligently with the performance of the Agreement in accordance with the Contract Manager's decision.

(h) Document Retention and Inspection: The CONTRACTOR shall retain all books, records, and other documents relevant to this Agreement for a period of no less than three years after the date of final payment, a resolution of audit findings, or disposition of non-expendable property, whichever is later, and upon receipt of reasonable written notice thereof, full access thereto and the right to examine any of said materials shall be afforded Federal and/or State auditors who shall have substantiated in writing a need therefore in the performance of their official duties and such other persons as are authorized by the DHR/SSA.

(i) Anti-Bribery: The CONTRACTOR certifies that, to the best of its knowledge, neither the CONTRACTOR nor (if the CONTRACTOR is a corporation or a partnership) any of its officers, directors, or partners, nor any employee of the CONTRACTOR who is directly involved in obtaining contracts with the State or with any county, city, or other subdivision of the State, has been convicted of bribery attempted bribery, or conspiracy to bribe under the laws of any State or of the United States.

(j) Non-liability of the DHR/SSA: It is understood and agreed that the DHR/SSA shall not be liable in any action of tort, contract, or otherwise for any actions of the CONTRACTOR arising out of this Agreement.

(k) Nondiscrimination: The CONTRACTOR shall comply with the nondiscrimination portions of federal and Maryland law.

(l) Nondiscrimination in Programs: The CONTRACTOR agrees that, in providing any aid, benefit, service, program, or activity, under this contract on behalf of the DHR/SSA, it will not: (1) deny any individual the opportunity to participate in or benefit from the aid, or service equal to that provided others; (2) provide a qualified individual with a disability with any aid, benefit, or service that is not as effective in affording equal opportunity to obtain the same result, to gain the same benefit, or to reach the same level of achievement as that provided to others; (3) provide different or separate aid, benefits, or services to individuals or classes of individuals with disabilities than is provided to others unless such action is necessary to provide qualified individuals with disabilities with aid, benefits, or services that are as effective as those provided to others; (4) deny a qualified individual with a disability the opportunity to participate as a member of any planning or advisory boards; or (5) otherwise limit a qualified individual with a disability in the enjoyment of any right, privilege, advantage or opportunity enjoyed by others receiving the aid, benefit, or service.

The CONTRACTOR agrees further to not utilize criteria or methods of administration that have the effect of subjecting anyone to discrimination on the basis of disability, or have the purpose or effect of defeating or substantially impairing accomplishment of the objectives of the DHR/SSA's program with respect to individuals with disabilities.

(m) The CONTRACTOR, if providing direct services to the DHR/SSA's clients, agrees to include an acknowledgment of funding received from the DHR/SSA under this contract in any and all related publications. "Related publications" are not limited to publications funded under the contract.

THIS AGREEMENT, together with the Appendix attached hereto and incorporated herein by reference, represents the complete, total and final understanding of the PARTIES and no other understanding or representations, oral or written, regarding the subject matter of this Agreement, shall be deemed to exist or to bind the PARTIES hereto at the time of execution.

IN WITNESS WHEREOF, the PARTIES have executed this Agreement and have caused their respective seals to be affixed hereto on or before the date first set forth herein.

FOR THE CONTRACTOR:

FOR THE DHR/SSA:

Signature

Type Name Here
Name

Title

Date Signed

Signature

Carnitra White
Name

Executive Director
Title

Date Signed

THIS AGREEMENT APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY THE OFFICE OF THE ATTORNEY GENERAL.