



**Consulting and Technical Services (CATS)
Task Order (TO) Request for Proposals (TORFP)**

**Project Management for
Hospital Management Information System (HMIS II)**

**CATS TORFP PROJECT ADPICS#
M00P7208200**

Maryland Department of Health & Mental Hygiene

ISSUE DATE: December 5, 2006

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KEY INFORMATION SUMMARY SHEET

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

| | |
|----------------------------------|--|
| TORFP Title: | Project Manager for Hospital Management Information System (HMIS II) |
| Functional Area: | FA10 – IT Management Consulting Services |
| TORFP Issue Date: | December 5, 2006 |
| Closing Date and Time: | December 27, 2006 at 04:00 P.M. |
| TORFP Issuing Agency: | Department of Health and Mental Hygiene, Information Resources Management Administration |
| Send Questions and Proposals to: | Egzi Tamrat Office Phone Number: 410-767-5741 Office FAX Number: 410-333-5958 ETamrat@dhmh.state.md.us |
| TO Procurement Officer: | Egzi Tamrat Office Phone Number: 410-767-5741 Office FAX Number: 410-333-5958 |
| TO Manager: | Brendan Clifford Office Phone Number: 410-767-3550 Office FAX Number: 410-333-5941 cliffordb@dhmh.state.md.us |
| TO Project Number: | ADPICS purchase order number M00P7208200 |
| TO Type: | Time and Material |
| Period of Performance: | One year, with two one-year renewal options, at the sole discretion of DHMH |
| MBE Goal: | 0% |
| Small Business Reserve (SBR): | No |
| Primary Place of Performance: | Department of Health and Mental Hygiene (DHMH), Information Resources Management Administration (IRMA), 201 W. Preston St., Baltimore, Maryland 21201 DHMH Facilities located throughout state (See Requesting Agency Background, Sec. 2.1.2, for locations) |
| TO Pre-proposal Conference: | Department of Health and Mental Hygiene (DHMH), Information Resources Management Administration (IRMA), 201 W. Preston St., Lobby Level Conference Room # L-1 Baltimore, Maryland 21201 December 12, 2006 at 1:00 P.M. See Attachment 5 for directions. |

SECTION 1 ADMINISTRATIVE INFORMATION

1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement. See Section 2.9 for information on change orders.

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

1.2 TO AGREEMENT

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

1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the stated date and exact time. The time will be local time as determined by DHMH e-mail system time stamp. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format. The "subject" line in the e-mail submission shall state the TORFP ADPICS PO # M00P7208200. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS TORFP ADPICS PO # M00P7208200 Technical". The second file will be the financial response to this CATS TORFP and titled, "CATS TORFP ADPICS PO # M00P7208200 Financial". The proposal document that must be submitted with a signature, Attachment 3 - Conflict of Interest and Disclosure Affidavit, must be submitted as .PDF files with signatures clearly visible.

1.4 eMARYLANDMARKETPLACE FEE

COMAR 21.02.03.06 requires that each Master Contractor that wins a TO Agreement under this TORFP pay a fee to support the operation of eMarylandMarketplace. The fee will be due on each TO Agreement that exceeds \$25,000. The applicable fee will be based on TO value, including any options. Contractors shall pay the fee as provided by COMAR 21.02.03.06 and in accordance with guidelines issued by the Maryland Department of General Services. A copy of COMAR 21.02.03.06 and the guidelines issued by the Maryland Department of General Services can be found on the eMarylandMarketplace website at www.eMarylandMarketplace.com.

The rate(s) or price(s) of the proposal/bid shall include the appropriate fee as per the COMAR 21.02.03.06 fee schedule. Fees may not be quoted as a separate add-on price. A total TO Agreement value that is other than an even dollar amount will be rounded to the nearest whole dollar to determine the appropriate fee level. For example, a total TO Agreement value of \$50,000.49 will be rounded to \$50,000 and a Level 1 fee will apply. A total TO Agreement value of \$50,000.50 will be rounded to \$50,001 and a Level 2 fee will apply. Refer to CATS MASTER RFP Section 1.9 for additional information.

1.5 CONFLICT OF INTEREST

The TO Contractor awarded the TO Agreement shall provide IT consulting services for State agencies or component programs with those agencies, and must do so impartially and without any conflicts of interest. Each Master Contractor shall complete and include a Conflict of Interest Affidavit in the form included as Attachment 3 of this TORFP with its TO Proposal. If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject a Master Contractor's TO Proposal under COMAR 21.06.02.03B.

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

1.6 NON-DISCLOSURE AGREEMENT

Offerors who are provided with detailed network and systems information and administration will be required to sign a Non-Disclosure Agreement in the form of Attachment 8.

In addition, certain documentation may be required by the TO Contractor awarded the TO Agreement in order to fulfill the requirements of the TO Agreement. The TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement in the form of Attachment 9 and DHMH Combined Policy Acknowledgement Form agreeing to follow DHMH Policy on the Use of Electronic Information Systems (EIS), attached as Attachment #10.

1.7 Limitation of Liability Ceiling

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

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SECTION 2 SCOPE OF WORK

2.1 PURPOSE & BACKGROUND

2.1.1 PURPOSE

The Maryland Department of Health & Mental Hygiene, (DHMH), Information Resources Management Administration (IRMA) is issuing this CATS TORFP to obtain Project Management Services for the Hospital Management Information System II (HMIS II) Project. The HMIS II project will require the issuance of a separate Request for Proposals (RFP) for a commercial off-the-shelf (COTS) hospital management information system to support sixteen (16) facilities operated by the Department of Health and Mental Hygiene throughout the state of Maryland.

The contractor hired through this CATS TORFP will provide services to coordinate the Department's activities related to the HMIS II project and provide a certified project management professional (PMP) to serve as the primary liaison between the contractor selected for the HMIS II project and DHMH personnel involved in the project.

2.1.2 REQUESTING AGENCY BACKGROUND

The primary mission of the DHMH is to protect the public's health. To achieve this goal, DHMH conducts public health programs that include operating 16 residential facilities for mental health, developmental disability and chronic/long term care. These facilities are located throughout the state and have populations ranging from approximately 20 to 400 with an aggregate population of approximately 2,000 individuals. Staff at the facilities who would be users of the new system when fully implemented could exceed 3,500 persons, including more than 2,700 in direct care positions (doctors, nurses, therapists, etc.).

DHMH Facilities

| Facility Name / Location | Type of Facility | Patients Avg Daily Census FY 2006 | Pharmacy |
|--|------------------|-----------------------------------|----------|
| 1. Clifton T. Perkins Center Jessup, MD | MH | 212 | Yes |
| 2. Deer's Head Center Salisbury, MD | CC | 14 | No |
| 2A. Deer's Head Center – Skilled Nursing Unit Salisbury, MD | CC | 67 | No |
| 3. Eastern Shore Hospital Center Cambridge, MD | MH | 77 | Yes |
| 4. Holly Center Salisbury, MD | DD | 101 | No |
| 5. Joseph D. Brandenburg Center Cumberland, MD | DD | 20 | No |
| 6. Potomac Center Hagerstown, MD | DD | 47 | No |
| 7. RICA – Baltimore Baltimore, MD | MH | 34 | No |
| 8. RICA – Montgomery County Rockville, MD | MH | 49 | No |

| | | | |
|---|----|-----|-----|
| 9. RICA – Southern Maryland Cheltenham, MD | MH | 24 | No |
| 10. Rosewood Center Owings Mills, MD | DD | 190 | No |
| 11. Spring Grove Hospital Center Catonsville, MD | MH | 390 | Yes |
| <i>11A. Spring Grove Domiciliary Care, Catonsville, MD</i> | MH | 44 | |
| 12. Springfield Hospital Center Sykesville, MD | MH | 336 | Yes |
| <i>12A. Springfield Domiciliary Care Sykesville, MD</i> | MH | 47 | |
| 13. Thomas B. Finan Center Cumberland, MD | MH | 74 | Yes |
| 14. Upper Shore Mental Health Center, Chestertown, MD | MH | 39 | Yes |
| 15. Walter P. Carter Center Baltimore, MD | MH | 49 | Yes |
| 16. Western Maryland Center Hagerstown, MD | CC | 29 | No |
| <i>16A. Western Maryland Center – Skilled Nursing Unit Hagerstown, MD</i> | CC | 57 | No |

Abbreviations:

CC – Chronic Care facility

DD – Developmental Disabilities facility

MH – Mental Health facility

RICA – Regional Institute for Children and Adolescents

2.1.3 PROJECT BACKGROUND

The Department currently operates a legacy Hospital Management Information System (HMIS) consisting of census and billing modules serving all sixteen facilities and a pharmacy module in use at seven (7) psychiatric facilities. The system proposed under the HMIS II project will consist of at least the following five modules: 1) Census, 2) Billing, 3) Pharmacy, 4) Electronic Medical Record (EMR), and 5) Computerized Provider Order Entry (CPOE).

The HMIS II project will replace the existing census, billing and pharmacy modules and implement EMR and CPOE modules in all facilities. The desired solution is a web-based COTS system adapted to fit the particular needs of the Department's facilities.

The Department has assembled a Contract Fulfillment Team (CFT) comprised of representatives from the stakeholder organizations within DHMH to develop a Request for Proposals to solicit a contractor to provide the replacement HMIS II system. The CFT is developing both general system requirements and specific requirements for the five functional modules. A draft of the Request for Proposals under development by the CFT for the HMIS II project will be available for Master Contractors to review subject to signature of a Non-Disclosure Agreement. The RFP will be available in hard copy only and may be obtained at the Pre-Proposal Conference or by contacting the TO Procurement Officer. The draft RFP is subject to revision until the issuance of the HMIS II RFP.

2.1.4 OBJECTIVES

The objective of this CATS TORFP is to obtain comprehensive Project Management Services, including one (1) certified project manager (PM) for the Department of Health and Mental Hygiene's replacement Hospital Management Information System (HMIS II) project. The Master Contractor may propose other personnel to assist the PM with various project tasks.

2.2 TO CONTRACTOR DUTIES AND RESPONSIBILITIES

2.2.1 PROJECT APPROACH

The TO Contractor will provide services during two stages of the HMIS II Project. During both stages of the HMIS II Project, the TO Contractor will be required to use its expertise and best professional judgment in responding to the Department's direct requests and in independently generating appropriate recommendations and work to assist the Department in achieving its goals for the HMIS II Project. The TO Contractor's Project Manager will be located at the Department's headquarters in downtown Baltimore and at State facilities as otherwise specified by the Department. The Project Manager will attend all relevant meetings as requested by the Department, interact with DHMH headquarters and facilities staff and communicate consistently and constructively with the HMIS Replacement project contractor's personnel. The Project Manager must possess outstanding communication skills.

During Stage 1, the TO Contractor will provide services and technical assistance to the Department during the procurement process. The TO Contractor will function as one of the Department's principal technical experts in assisting the Department to design the RFP most likely to lead to the identification and selection of the Proposal best qualified to meet the Department's objectives in the HMIS Replacement project. Specific activities required of the TO Contractor in this Stage include but are not limited to delivering the "documentary requirements" identified in Section 2.2.2 (below) and performing some or all of the services identified in Section 2.2.3 (below). The TO Contractor must be thoroughly familiar with the State's System Development Life Cycle (SDLC). For example, the TO Contractor will be required to produce a Project Charter (See Deliverable # 1) and initial Project Management Plan (See Deliverable # 2) according to the SDLC. These documents must be prepared and, as appropriate, regularly updated by the TO Contractor to reflect the current status of and expectations for the HMIS Replacement Project. The TO Contractor will also provide advice and material for the Department's RFP and support the Department's evaluation committee by providing technical assistance in analyzing Proposals submitted in response to the RFP.

During Stage 2, the TO Contractor will oversee implementation of the HMIS Replacement project in accordance with all relevant considerations and, specifically, in accordance with any schedules, principles, guidelines, objectives, documents and any other materials generated during Stage 1. The TO Contractor's Project Manager will be a principal member of the Department's Project Management Team (PMT) and will work to ensure the timely and satisfactory implementation of the winning Proposal selected under the HMIS Replacement project RFP. He or she will function as the primary liaison between the Department and the winning Offeror, providing (at a minimum) weekly updates or briefings and other information when requested by the Department. The TO Project Manager will provide, at a minimum, bi-weekly written Progress Reports to the

Department. To the extent that Stage 2 calls for additional SDLC documents, the TO Contractor Project Manager will be required to identify which documents are necessary for the project and either provide them or assign their preparation, as appropriate, to the Replacement Project Contractor .

2.2.2 DOCUMENTARY REQUIREMENTS

The TO Contractor shall develop the following key documents from this task order:

- 1. HMIS II Project Charter (SDLC)**
- 2. HMIS II Project Management Plan (SDLC) including:**
 - a. Introduction and Project Background
 - b. Project Overview
 - c. Project Organization and Responsibilities
 - d. Project Description, Schedule and Resources including identification of areas that lack necessary resources
 - e. Preliminary Risk Assessment and Mitigation Strategies
 - f. Project Acquisition Plan
 - g. Project Communication Plan
 - h. Project Success and Evaluation criteria
- 3. Master Schedule**
 - a. Identify and track key milestones for the project
 - b. High level scheduling for all proposed project activities
 - c. Documentation of anticipated resources for completion of the project.
- 4. Finalized Request for Proposals (DHMH RFP, revised 08-06) for HMIS II Project including the following key elements:**
 - a. Comprehensive Scope of Work documenting requirements for the overall system and for the system's five functional modules.
 - b. Clearly defined vendors' requirements in terms of proposed system and relevant experience in order to be considered for award.
 - c. Training and maintenance plan clearly delineating contractor and State responsibilities.
 - d. Clearly defined Key Performance Indicators and Deliverables.

- e. Process for evaluation of proposals including demonstration of system capabilities using actual scenarios.
- f. Develop selection criteria and pricing structure for proposals.

5. Analysis of Proposals received in response to HMIS II RFP

- a. Review proposals and identify gaps between RFP requirements and systems proposed by vendors.
- b. Provide written summary of analysis of each proposal for use by Evaluation Committee.

6. Project Reports / Other Documentation

- a. Bi-Weekly Project Status Reports to the DHMH Project Management Team
- b. Acceptance test documentation upon completion of each HMIS II contractor deliverable.
- c. Other documentation as determined in consultation with DHMH Project Management Team

The TO Contractor shall submit project documents for approval with an Agency Receipt of Deliverable Form (Attachment 6). The TO Manager shall countersign the Agency Receipt of Deliverable Form indicating receipt of the contents described therein.

Upon receipt of a project document, the TO Manager shall commence a review of the document as required to validate the completeness and quality in meeting requirements. Upon completion of validation, the TO Manager shall issue to the TO Contractor notice of acceptance or rejection in an Agency Acceptance of Deliverable Form (Attachment 7). In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities. Subsequent project tasks may not continue until deficiencies with a deliverable are rectified and accepted by the TO Manager or the TO Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks. Once the State's issues have been addressed and resolutions are accepted by the TO Manager, the TO Contractor will incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance. Accepted deliverables shall be invoiced within 30 days in the applicable invoice format (Reference 2.6 Invoicing).

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

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

The State required written and performance deliverables are defined below. Within each task, the TO Contractor may suggest other subtasks or deliverables to improve the quality and success of the project.

2.2.3 TO CONTRACTOR TASKS

2.2.3.1 Meet with DHMH Project Management Team to:

- Review DHMH business rules, policies, corporate documentation, and operational requirements necessary to support desired system operations;
- Review current project status and obtain project documentation, e.g., System Boundary Document, Draft Request for Proposals, etc.

2.2.3.2. **Document Deliverable 1.** Provide Project Charter

2.2.3.3. **Document Deliverable 2.** Provide Initial Baseline Project Management Plan and subsequent updates with detailed WBS and milestones and deliverables.

- See SDLC for Project Charter and Project Management Plan templates.
- Project Management Plan to be updated quarterly.

2.2.3.4. **Document Deliverable 3.** Provide Master Project Schedule

2.2.3.5. **Document Deliverable 4.** Work under the direction of and in consultation with the Department and the Contract Formation Team (“CFT”) to develop a final RFP for the HMIS II Project. The Contractor and its Project Manager will be expected to perform services for two phases in the RFP process.

- In Phase 1, the contractor will be responsible for providing, prior to the drafting of the final RFP, technical assistance to the satisfaction of the Department and the CFT. This may include participating in telephonic and in-person briefings and discussions with the Department at times and locations of the Department’s choice, performing site visits at times and locations of the Department’s choice and reviewing existing documents and materials and preparing written analyses and preparing other written work products as requested by the Department.

Phase 1 will include work in at least the following areas:

- Recommending the use of “turn-key systems” (i.e., systems bundling hardware and software components together) vs. State purchase of hardware (i.e., State separately arranges purchase of hardware).
- Identifying and defining all necessary and desirable deliverables.
- Assessment of needed staffing at Headquarters and facilities for operations and training.
- Assessment of documentation requirements for new system including operational (user) and technical manuals.
- Assessment of risks and mitigation strategies; making recommendations as needed.

In Phase 2, the Contractor and its Project Manager will be responsible for, among other things, providing technical assistance to the satisfaction of the Department and the CFT in:

- Drafting the RFP, to include providing critical analysis of existing material and drafting additional material, as necessary and directed, to the satisfaction of the Department and the CFT
- Formulating minimum requirements for and system specifications for inclusion in the RFP
- Developing methodologies and requirements for tracking and evaluating system implementation and maintaining quality assurance for inclusion in the RFP.
- Developing methodologies and requirements for tracking and evaluating training and education programs for Department personnel expected to interact with the chosen system for inclusion in the RFP.
- Developing RFP requirements to ensure timely development and delivery of adequate user, managerial and system maintenance documents for all aspects (hardware and software) of the chosen system.

As in Phase 1, work under Phase 2 should be expected to include (at a minimum) participation in telephonic and in-person briefings and discussions with the Department at times and locations of the Department's choice, performing site visits at times and locations of the Department's choice, reviewing existing documents and materials and preparing written analyses, and preparing other written work products as requested by the Department.

2.2.3.6 Assist the Evaluation Committee in Analyzing Proposals under the HMIS Replacement project RFP.

- The T.O. Contractor will use its expertise and best professional judgment in supporting the Department's Evaluation Committee by providing technical assistance in analyzing Proposals submitted in response to the RFP.
- The T.O. Contractor shall, as requested, attend any or all meetings of the Evaluation Committee and meet with other personnel identified by the Department in order to provide technical assistance, advice and/or information.
- The T.O. Contractor shall, at the request of the Evaluation Committee, prepare in the form specified by the Evaluation Committee analyses of Proposals submitted in response to the RFP.
- **Document Deliverable 5.** Written analyses of proposals as required by the Evaluation Committee.

2.2.3.7 **Document Deliverable 6.** Provide ongoing project management services including documentation as required.

- Establish a baseline project acceptance plan and time-line for DHMH approval.
- Provide bi-weekly written status reports to the DHMH Project Management Team

- Identify which SDLC documents are necessary for the project and determine which party to the project should prepare each, i.e., State or the HMIS II contractor.
- Prepare and/or update SDLC documents identified as a State responsibility.
- Ensure that HMIS II contractor provides documentation as required.
- Provide on-site project management services during implementation of HMIS II at DHMH facilities, including serving as primary liaison between HMIS II contractor and DHMH project personnel, attending regular project meetings, etc.

2.2.4 DOCUMENT DELIVERY SCHEDULE

| ID | Deliverables for 2.2.2 | Expected Completion Periods of Performance |
|-----------|--|---|
| 2.2.2.1 | Deliverable 1 – HMIS II Project Charter | NTP + 15 Calendar Days |
| 2.2.2.2 | Deliverable 2 – Initial HMIS II Project Management Plan & Updates | NTP + 30 Calendar Days and quarterly updates |
| 2.2.2.3 | Deliverable 3 – HMIS II Master Project Schedule | NTP + 30 Calendar Days and quarterly updates |
| 2.2.2.4 | Deliverable 4 – Finalized HMIS II Project RFP | NTP + 45 Calendar Days |
| 2.2.2.5 | Deliverable 5 – Analysis of HMIS II RFP Proposals | RFP Proposals Due Date + 10 Calendar Days |
| 2.2.2.6 | Deliverable 6 – Status Reports, Project Acceptance Plan and Other Documentation as required. | NTP + 30 Calendar Days and ongoing as required. |

2.2.5 TRAVEL DEFINITIONS AND REQUIREMENTS

A) Routine Travel and Non-Routine Travel

The Department will reimburse the TO Contractor for non-routine travel as defined in Section 2.2.4 of the CATS Master Contract. For the duration of this engagement travel to the following locations will be considered routine travel:

Department of Health and Mental Hygiene Headquarters, Baltimore
 RICA – Baltimore, Baltimore
 Walter P. Carter Center, Baltimore
 Spring Grove Hospital Center, Catonsville
 Rosewood Center, Owings Mills
 Clifton T. Perkins Center, Jessup
 Springfield Hospital Center, Sykesville
 RICA – Montgomery County, Rockville
 RICA – Southern Maryland, Cheltenham

For the duration of this engagement travel to the following locations will be considered non-routine travel:

Potomac Center, Hagerstown
Western Maryland Center, Hagerstown
Brandenburg Center, Cumberland
Thomas B. Finan Center, Cumberland
Upper Shore Mental Health Center, Chestertown
Eastern Shore Hospital Center, Cambridge
Deer's Head Center, Salisbury
Holly Center, Salisbury

The Department will reimburse the TO Contractor for non-routine travel at the standard State rate in effect at the time of travel, set at \$0.485 per mile for CY 2007. As defined in the CATS Master Contract, the portion of travel to a non-routine location that is within 50 miles of DHMH Headquarters is not reimbursable, e.g., for a 250 mile round trip only 150 miles of travel would be reimbursable.

The TO Contractor may not bill for labor hours for routine travel or for travel time during the first 50 miles of non-routine travel. Labor hours may be billed for travel time beyond a 50 mile radius from DHMH Headquarters.

Not-to-Exceed Ceilings for travel reimbursement amounts are entered on the Price Proposal sheet (Attachment 1).

B) Place of Work and Travel Expectations

During Stage 1 of the HMIS II project, the TO Contractor's Project Manager's primary place of work will be at DHMH Headquarters. Travel to facilities will be required to the degree necessary to consult with and collect information from facility staff.

During Stage 2 of the HMIS II project, the Project Manager's primary place of duty will be at the Pilot Facility during implementation of the pilot, provided that the facility can provide a work space and that the facility is within the Routine Travel zone. If either of these conditions cannot be met, travel requirements will be determined by mutual agreement of the Department and the TO Contractor.

During subsequent implementations, the TO Contractor's Project Manager will be required to travel to facilities where implementations are taking place at least bi-weekly (every two weeks). The Department may direct the Project Manager to make more frequent visits to facilities on an as needed basis.

2.2.6 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES

2.2.6.1 The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects, which may be created or changed periodically.

The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting project execution. These may include, but are not limited to:

A) The State's System Development Life Cycle (SDLC) methodology at:
www.dbm.maryland.gov - keyword: SDLC.

- B) The State Information Technology Security Policy and Standards at: www.dbm.maryland.gov - keyword: Security Policy.
- C) The State Information Technology Project Oversight at: www.dbm.maryland.gov - keyword: IT Project Oversight.
- D) The State of Maryland Enterprise Architecture at www.dbm.maryland.gov - keyword: MTAF Guiding Principles.

The TO Contractor shall follow the project management methodologies that are consistent with the industry standard practices, techniques, and approaches, as defined in the Project Management Institute's (PMI) Project Management Body of Knowledge Guide (PMBOK). For references see: www.pmi.org.

TO Contractor's staff and subcontractors are to follow a consistent methodology for all TO activities.

2.3 TO CONTRACTOR PERSONNEL EXPERTISE REQUIRED

1. The TO Project Manager named for this engagement by TO Contractor must:
 - a. Have a minimum of eight years of project management experience. At the discretion of the State, possession of a Masters Degree in a relevant field may be substituted for two years of project management experience.
 - b. Have a minimum of five years of experience in managing IT related projects in health care settings, including experience as project manager in the successful implementation of a hospital information system with an electronic medical record component in an inpatient setting.
 - c. Possess and provide a certificate or other form of proof of current Project Management Professional (PMP) certification issued by the Project Management Institute.
 - d. Additionally, proposed PM must possess and document:
 - Project management experience with hospital information systems.
 - Knowledge of and experience with the State's System Development Life Cycle (SDLC)
2. Other personnel proposed to assist the TO Project Manager must possess relevant skills to provide project related services such as document preparation, needs assessments, gap analysis, etc.

2.4 CONTRACTOR MINIMUM QUALIFICATIONS

The following minimum qualifications are mandatory. The TO Contractor shall be capable of furnishing all necessary personnel and services required to successfully complete all tasks and work requirements and produce high quality deliverables described herein. The TO Contractor shall demonstrate, in its proposal, that it possesses such expertise in-house or has fostered strategic alliances with other firms for providing such services. Contractor must provide evidence that personnel proposed for the project possess the experience and certifications as required in Section 2.3.

2.5 SUBSTITUTION OF PERSONNEL

The TO Contractor shall only propose staff available at the time of the TO Proposal and that satisfy the personnel qualifications specified in the Master Contract. In addition, the TO Contractor shall abide by the substitution of personnel requirements in the Master Contract, Section 2.11.8.

2.6 INVOICING

Invoices shall be submitted monthly. Invoices will reflect costs for hours worked indicated in the bi-weekly status reports (Deliverable 2.2.2.4) **and any reimbursable travel expenses (Section 2.2.5)**. Unless the Department grants an extension in writing, payment for the first month of the contract will be dependent on the delivery and acceptance of Deliverables 1, 2 and 3; payment for the second month of the contract will be dependent on the delivery and acceptance of Deliverable 4. Subsequent payments will be dependent on satisfactory performance of Project Management Services, including provision of any required documentation. Upon verification and acceptance of the invoices by the TO Manager, payment will be made to the TO Contractor.

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS Master Contract. Invoices for payment shall contain the TO Contractor's Federal Employer Identification Number (FEIN), as well as the information described below, and must be submitted to the TO Manager for payment approval. Payment of invoices will be withheld if a signed Acceptance of Deliverable form – Attachment 7, is not submitted.

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

2.7 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A) The invoice shall identify the Department of Health and Mental Hygiene as the TO Requesting Agency, associated TO Agreement number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.
- B) The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees and any subcontractor and signed Acceptance of Deliverable form – Attachment 7, for each deliverable being invoiced; **itemized travel expense voucher identifying date of travel, location traveled to, reimbursable miles traveled and amount of reimbursement**) submitted for payment to the Department of Health and Mental Hygiene at the following address:

Department of Health and Mental Hygiene (DHMH)
Information Resources Management Administration (IRMA)
201 W. Preston St., 4th Floor Conference Room #401
Baltimore, Maryland 21201
- C) Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

2.8 REPORTING

The TO Contractor and the TO Requesting Agency shall conduct a progress conference within 10 days of the NTP, and every two weeks following until the end of the project. A project progress report shall be submitted 24 hours in advance of the progress conference to the TO Manager and shall contain, at a minimum, the following information:

- TO Requesting Agency name, TO Number, functional area name and number, reporting period and “Progress Report” to be included in the e-mail subject line.

- Work accomplished during the work period.
- Problem areas including scope creep or deviation from the work plan.
- Planned activities for the next reporting period.
- Gantt chart updated from the original to show actual progress; as applicable, explanations for variances and plan for completion on schedule.
- An accounting report for the current reporting period and a cumulative summary of the totals for both the current and previous reporting periods. The accounting report shall include amounts invoiced-to-date and paid-to-date.

2.9 CHANGE ORDERS

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

SECTION 3 - TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS TORFP must respond within the submission time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one of two possible responses: 1) a proposal or 2) a completed Notice to Master Contractors explaining why the Master Contractor will not be submitting a proposal.

3.2 FORMAT

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

3.2.1 THE TECHNICAL PORTION OF THE TO PROPOSAL SHALL INCLUDE

A) Proposed Services – Work Plan

Requirements: A detailed discussion of the Master Contractor's understanding of the work and the Master Contractor's capabilities, approach and solution to address the requirements outlined in Section 2. in the following response format:

- Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal.
- Risk Assessment: An assessment of any risks inherent in the work requirements and actions to mitigate these risks.
- Proposed Solution: A description of the Master Contractor's proposed solution to accomplish the specified work requirements.
- Proposed Tools: A description of all proposed tools, if any, which will be used to facilitate the work.
- Tasks and Deliverables: A description of and the schedule for each task and deliverable, illustrated by a Gantt chart. Start and completion dates for each task, milestone, and deliverable shall be indicated. The Gantt chart will form the baseline for task order monitoring, and will be updated bi-weekly as part of progress reporting (see Section 2.2.4. Project Management and 2.7, Reporting).
- Work Breakdown Structure: A detailed work breakdown structure and staffing schedule, with labor hours by skill category that will be applied to meet each milestone and deliverable, and to accomplish all specified work requirements.
- Acceptance Criteria: A statement acknowledging the Master Contractor's understanding of the acceptance criteria.

B) Proposed Personnel

- 1) Identify and provide resumes, **including experience required in Section 2.3, and references** for all proposed personnel by labor category.
- 2) Provide the names, titles, and experience of all proposed personnel who will be involved with rendering and supervising the services rendered under this TO Agreement.

- 3) Complete and provide Attachment 4 – Labor Classification Personnel Resume Summary. Resumes should identify practical experience as it relates to the goals of this Task Order.

C) Subcontractors

- 1) Identify all proposed subcontractors and their full roles in the performance of this TORFP Scope of Work.

D) Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide three examples of projects that **the Master Contractor** has completed that were similar in scope to the one defined in this TORFP Scope of Work. Each of the three examples must include a reference complete with the following:

- A) Name of organization.
- B) Name, title, and telephone number of point-of-contact for the reference.
- C) Type, duration, and outcome of contract supporting the reference.
- D) The services provided scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP.
- E) Whether the Master Contractor is still providing these services and, if not, an explanation of why it is no longer providing the services to the client organization.

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

- A) The State contracting entity,
- B) A brief description of the services/goods provided,
- C) The dollar value of the contract,
- D) The term of the contract,
- E) Whether the contract was terminated prior to the specified original contract termination date,
- F) Whether any available renewal option was not exercised,
- G) The State employee contact person (name, title, telephone number and e-mail address).

This information will be considered as part of the experience and past performance evaluation criteria in the TORFP.

- E) Proposed Facility: Identify Master Contractor’s facilities including address from which any work will be performed.

HMIS II Project will be implemented at the 201 West Preston Street location in Baltimore, Maryland, 21201 and DHMH facilities throughout the state. Normal service hours: Between 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding State Holidays. Normal service shall be performed before the end of the next business day from receipt of notice by the agency requesting service.

- F) State Assistance

- 1) Provide an estimate of expectation concerning participation by State personnel.

- G) Confidentiality

- 1) A Master Contractor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. Contractors are advised that, upon request for this information from a third party, the TO Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed.

2.7.1

3.2.2 THE FINANCIAL RESPONSE OF THE TO PROPOSAL SHALL INCLUDE

- A) A description of any assumptions on which the Master Contractor’s Financial Proposal is based;
- B) Completed Financial Proposal – Attachment 1, including:
 - 1) Proposed labor categories for Project Management and related services.
 - 2) Number of hours for each proposed Labor Category.

Balance of page left blank intentionally

SECTION 4 - PROCEDURE FOR AWARDING A TO AGREEMENT

4.1 EVALUATION CRITERIA

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

4.2 TECHNICAL CRITERIA

The following are technical criteria for evaluating a TO Proposal in descending order of importance.

- A) Experience and Capability of Proposed Personnel (Refer to Sections 2.4, and 3.2.1.B)
- B) Proposed Services – Work Plan (Refer to Section 3.2.1.A)
- C) Master Contractor's Experience and Capability for the specified work (Refer to Sections 2.3, 2.4, and 3.2.1.D)

4.3 SELECTION PROCEDURES

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

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

Commencement of work in response to a TO Agreement shall be initiated only upon issuance of a fully executed TO Agreement, Purchase Order and by a Notice to Proceed authorized by the TO Procurement Officer.

ATTACHMENT 1 – PRICE PROPOSAL

PRICE PROPOSAL FOR CATS TORFP # M00P7208200 LABOR CATEGORIES

| Labor Categories | A | B | C |
|---|-------------------|--|---------------------------------|
| | Hourly Labor Rate | Total Class Hours – Not to Exceed Annually | Total Proposed CATS TORFP Price |
| (Insert proposed labor categories for this TORFP) | | | |
| Base Year | | | |
| Project Manager | \$ | | \$ |
| | \$ | | \$ |
| | \$ | | \$ |
| Reimbursable Travel | \$0.485/mi | NA | \$2,500.00 |
| Optional Year 1 | | | |
| Project Manager | \$ | | \$ |
| | \$ | | \$ |
| | \$ | | \$ |
| Reimbursable Travel | Applicable Rate | NA | \$5,000.00 |
| Optional Year 2 | | | |
| Project Manager | \$ | | \$ |
| | \$ | | \$ |
| | \$ | | \$ |
| Reimbursable Travel | Applicable Rate | NA | \$5,000.00 |
| Total Evaluated Price | | | \$ |

Authorized Individual Name

Company Name

Title

Company Tax ID #

The Hourly Labor Rate is the actual rate the State will pay for services and must be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower. Basis of Award will be the Total Evaluated Price.

SUBMIT THIS WITH THE FINANCIAL RESPONSE

ATTACHMENT 2 – TASK ORDER AGREEMENT

CATS TORFP# ADPICS PO # M00P7208200

OF MASTER CONTRACT #050R5800338

This Task Order Agreement (“TO Agreement”) is made this **XX day of XX Month**, 2007 by and between Task Order Contractor DK Consulting LLC and the STATE OF MARYLAND, Department of Health & Mental Hygiene.

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

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
 - a. “Agency” means the TO Requesting Agency, as identified in the CATS TORFP # ADPICS PO #M00P7208200.
 - b. “CATS TORFP” means the Task Order Request for Proposals # ADPICS PO #M00P7208200, dated December 5, 2006, including any addenda.
 - c. “Master Contract” means the CATS Master Contract between the Maryland Department of Budget and Management and TO Contractor dated December 19, 2005.
 - d. “TO Procurement Officer” means TO Procurement Officer. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
 - e. “TO Agreement” means this signed TO Agreement between TO Requesting Agency and TO Contractor.
 - f. “TO Contractor” means the CATS Master Contractor awarded this TO Agreement, whose principal business address is 12840 Highland Road, Suite 100, Highland, Maryland 20777 and whose principal office in Maryland is at the same location.
 - g. “TO Manager” means TO Manager of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS TORFP dated date of TO Proposal – Technical.
 - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS TORFP dated date of TO Proposal - Financial.
 - j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.
2. Scope of Work
 - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supersede the Master Contract.
 - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
 - a. The TO Agreement,
 - b. Exhibit A – CATS TORFP

c. Exhibit B – TO Proposal-Technical

d. Exhibit C – TO Proposal-Financial

- 2.3 The TO Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the TO Agreement. No other order, statement or conduct of the TO Procurement Officer or any other person shall be treated as a change or entitle the TO Contractor to an equitable adjustment under this section. Except as otherwise provided in this TO Agreement, if any change under this section causes an increase or decrease in the TO Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the TO Agreement price shall be made and the TO Agreement modified in writing accordingly. The TO Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the TO Contractor shall be allowed if asserted after final payment under this TO Agreement. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause of the Master Contract. Nothing in this section shall excuse the TO Contractor from proceeding with the TO Agreement as changed.

3. Time for Performance

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of **three years** commencing on the date of Notice to Proceed and terminating on **XX Month Day, Year**.

4. Consideration and Payment

- 4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS TORFP and shall not exceed \$849,240.00. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.
- 4.2 Payments to the TO Contractor shall be made as outlined in Section 2 of the CATS TORFP, but no later than thirty (30) days after the Agency's receipt of an invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.
- 4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is 37-1473146 Federal ID number. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the Agency TO Manager unless otherwise specified herein.
- 4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

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

DK Consulting, LLC

By: Type or Print TO Contractor POC

Date

Witness: _____

STATE OF MARYLAND, Department of Health & Mental Hygiene

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

Date

Witness: _____

ATTACHMENT 3 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

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

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

Date: _____ By: _____
(Authorized Representative and Affiant)

SUBMIT THIS WITH TECHNICAL RESPONSE

ATTACHMENT 4 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

INSTRUCTIONS:

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

For example: If you propose John Smith who is your subcontractor and you believe he meets the requirements of the Group Facilitator, you will complete the top section of the form by entering John Smith's name and the subcontractor's company name. You will then complete the right side of the Group Facilitator form documenting how the individual meets each of the requirements. Where there is a time requirement such as 3 months experience, you must provide the dates from and to showing an amount of time that equals or exceeds mandatory time requirement. In this case, 3 months.

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

LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

(CONTINUED)

| | |
|--|---|
| Proposed Individual's Name/Company: | How does the proposed individual meet each requirement? |
| LABOR CLASSIFICATION TITLE – (INSERT LABOR CATEGORY NAME) | |
| Education: (Insert the education description from the CATS MASTER RFP from section 2.12 for the applicable labor category.) | |
| Experience: (Insert the experience description from the CATS MASTER RFP from section 2.12 for the applicable labor category.) | |
| Duties: (Insert the duties description from the CATS MASTER RFP from section 2.12 for the applicable labor category.) | |

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

TO Contractor's Contract Administrator:

| | |
|-----------|-------|
| _____ | _____ |
| Signature | Date |

Proposed Individual:

| | |
|-----------|-------|
| _____ | _____ |
| Signature | Date |

SUBMIT WITH TECHNICAL RESPONSE

ATTACHMENT 5 – DIRECTIONS

TO THE PRE-TO PROPOSAL CONFERENCE

Conference to be held on December 12, 2006, at 1:00 p.m., in Conference Room L-1 at State Center in Baltimore, O'Connor Building, 201 West Preston Street, Baltimore, Maryland 21201

Corner of Eutaw and Preston Streets. Parking is very limited. Park on street or in pay surface lot across from 201 West Preston Street building. Access to 201 only from central courtyard with a government –issued valid picture ID. Further information contact: Nancy Wilson 410-767-6830

From the North or South on I-95

Take the exit for Route I-395 (Downtown Baltimore), staying in the right lane. Continue going straight using the Martin Luther King, Jr. Blvd. off-ramp. Go approximately two miles and turn left at Eutaw Street. Make the next right onto Preston Street. Continue on Preston Street for ½ block. The entrance to the pay parking lot is on the left.

From the North on I-83

Follow I-83 to the North Avenue exit. Make a left onto North Avenue. Immediately after crossing the bridge, make a right onto Howard Street. Proceed on Howard Street, crossing another bridge, for about ½ mile and make a right on Preston Street (Maryland National Guard Armory on corner). Pay parking is just past the armory on the right.

From the West on I-70

Take I-70 East to I-695 South toward Glen Burnie. Follow I-695 to I-95 North and take I-95 to the exit for I-395 (Downtown Baltimore), staying in the right lane. Continue going straight using the Martin Luther King, Jr. Blvd. off-ramp. Go approximately two miles and turn left at Eutaw Street. Make the next right onto Preston Street. Continue on Preston Street for ½ block. The entrance to the pay parking lot is on the left.

From Annapolis and Vicinity on I-97

Follow I-97 North toward Baltimore. Exit at I-695 West toward Towson. Take I-695 to I-95 North. From I-95, take the exit for I-395 (Downtown Baltimore), staying in the right lane. Continue going straight using the Martin Luther King, Jr. Blvd. off-ramp. Go approximately two miles and turn left at Eutaw Street. Make the next right onto Preston Street. Continue on Preston Street for ½ block. The entrance to the pay parking lot is on the left.

Baltimore Metro and Light Rail

Take the Baltimore Metro to the State Center station. Take the escalator or elevator to Preston Street. 201 W. Preston will be across the street.

Take the light rail to the Cultural Center stop. Cross Howard Street to Preston Street. The Maryland National Guard Armory will be on the right and 201 W. Preston Street will be on the left.

ATTACHMENT 6 – AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

Project Name: Project Management – Hospital Management Information System

TO Agreement Number: ADPICS PO #M00P7208200

Title of Deliverable: _____

TORFP Reference Section Number: _____

Deliverable Reference ID Number: _____

Name of TO Manager: TO Manager

| | |
|----------------------|-------------|
| _____ | _____ |
| TO Manager Signature | Date Signed |

Name of Contractor's Project Manager: _____

| | |
|--|-------------|
| _____ | _____ |
| Contractor's Project Manager Signature | Date Signed |

SUBMIT AS REQUIRED IN SECTION 2.2.2 OF THE TORFP.

ATTACHMENT 7 – ACCEPTANCE OF DELIVERABLE FORM

Agency Name: Maryland Department of Health & Mental Hygiene

Project Name: Project Manager – Hospital Management Information System (HMIS) II

TO Manager: Brendan Clifford

Department of Health and Mental Hygiene (DHMH)

201 W. Preston St., Rm #401

Baltimore, Maryland 21201

To: TO Contractor's Contract Manager

The following deliverable, as required by TO Agreement ADPICS PO #M00P7208200, has been received and reviewed in accordance with the TORFP.

Title of deliverable: _____

TORFP Contract Reference Number: Section # _____

Deliverable Reference ID # _____

This deliverable:

☐ Is accepted as delivered.

☐ Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

TO Manager Signature

Date Signed

ISSUED BY THE TO MANAGER AS REQUIRED IN SECTION 2.2.2 OF THE TORFP.

ATTACHMENT 8 – NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non- Disclosure Agreement (the “Agreement”) is made this ____ day of January 2007, by and between _____ (hereinafter referred to as "the OFFEROR ") and the State of Maryland (hereinafter referred to as "the State").

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS TORFP #ADPICS PO #M00P7208200 for Project Management Services. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to **the Draft HMIS II RFP**. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as “Confidential Information”. As a condition for its receipt and access to the Confidential Information described in Section 1.7 of the TORFP, OFFEROR agrees as follows:

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

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

OFFEROR: _____ BY: _____

NAME: _____ TITLE: _____

ADDRESS: _____

Submit as required in Section 1.66 of the TORFP

ATTACHMENT 9 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this ____ day of _____, 2007, by and between the State of Maryland ("the State"), acting by and through its TO Requesting Agency the Department of Health & Mental Hygiene, (the “Department”), and DK Consulting LLC (“TO Contractor”), a corporation with its principal business office located at 12840 Highland Road, Suite 100, Highland, Maryland 20777 and its principal office in Maryland located at Highland, Maryland.

RECITALS

WHEREAS, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for Project Management for Hospital Management Information System (HMIS), TORFP No. ADPICS PO #M00P7208200 dated December 5, 2006 , the Project Management Services TORFP issued under the Consulting and Technical Services procurement issued by the Department, Project Number 050R5800338; and

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

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

1. Confidential Information means any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement, regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such. Confidential Information includes, by way of example only, information that the TO Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the TO Agreement.
2. TO Contractor shall not, without the State’s prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information provided by the State except for the sole and exclusive purpose of performing under the TO Agreement. TO Contractor shall limit access to the Confidential Information to the TO Contractor’s Personnel who have a demonstrable need to know such Confidential Information in order to perform under the TO Agreement and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the TO Contractor’s Personnel are attached hereto and made a part hereof as Exhibit A. Each individual whose name appears on Exhibit A shall execute a copy of this Agreement and thereby be subject to the terms and conditions of this Agreement to the same extent as the TO Contractor. TO Contractor shall update Exhibit A by adding additional names as personnel are added.
3. If the TO Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the TO Contractor’s performance of the TORFP or who will otherwise have a role in performing any aspect of the TORFP, the TO Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.
4. TO Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, to adopt or establish operating procedures and physical security measures, and to take

all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.

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

TO Contractor/Contractor's Personnel:

DHMH:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SUBMIT AS REQUIRED IN SECTION 1.6 OF THE TORFP

EXHIBIT A

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

Printed Name and Address
of Employee or Agent

Signature

Date

ATTACHMENT 10 – DHMH SECURITY AND PRIVACY POLICIES AND COMBINED ACKNOWLEDGEMENT

POLICY ON THE USE OF DHMH ELECTRONIC INFORMATION SYSTEMS (EIS) SHORT TITLE: **EIS POLICY**

I. EXECUTIVE SUMMARY

The Electronic Information System (EIS) Policy is the basic document for guiding employees of the Department of Health and Mental Hygiene (DHMH) in the appropriate use of communications technology for business operations. The policy addresses the DHMH Electronic Information Systems that encompass:

- ☐ **Telecommunications** -including telephones, facsimile (fax), and voice mail.
- ☐ **Computer systems** -including software, hardware, networks with their storage and communications capacity.
- ☐ **Internet and intranet** -including access and use.

The Department's communications with the public need to engender a sense of trust in DHMH and State government. All DHMH employees must be able to work with both electronic and paper-based systems and to handle a variety of data, records, documentation, and information, hereafter referred to generally as information. Regardless of how information is obtained, created, or used during job performance, it must be handled with appropriate security, as established by either (1) DHMH policy; or (2) more restrictive, applicable, federal/state laws, regulations, policies, or procedures.

The EIS Policy is intended to clarify the responsibilities of employees as well as to protect the interests of the Department and health consumers through the appropriate use of information systems. The policy notes that DHMH has a proprietary interest in (1) maintaining the integrity of its State-owned systems, software, related data, information; and (2) controlling the access to and use of its systems, software, and related data/information. It restricts employees from using encryption methods (which could disguise a prohibited use) without formal permission. It further limits the use of these systems for activities that are not business related.

DHMH POLICY 02.01.01 **EIS POLICY**

Cross-reference: Deputy Secretary for Operations- Information Resources Management Administration
DHMH 02.01.01, EIS Policy, is effective December 1, 2001.

This policy supersedes Policy 02.01.01, version of June 5, 1998. **Page 2 of 10**

Employees are directed to comply with IRMA Data Remanence Protocol requirements. Although files, data, or messages may appear to be "deleted" from the system, employees should be aware that procedures by DHMH to guard against data loss may preserve these items, and such deletion may not ensure confidentiality of the files, data, or messages.

The policy requires that employees abstain from illegal, unethical, or other prohibited use of these systems including fraudulent, harassing, threatening, discriminatory, racist,

hate-based, lewd, sexually explicit or otherwise disruptive communications, the playing of electronic computer games, and the request for or sharing of said information inappropriate in the business place.

Additionally, the EIS policy states that communications using electronic mail (e-mail), intranet and internet connections, may be monitored, and employees cannot expect privacy using these means of communications. Employees are required to read the EIS Policy, the Software Copyright Policy, and the Information Assurance Policy, and sign the applicable sections of the Combined Policy Acknowledgment Form. The signed form shall be kept in the employee's DHMH personnel file.

II. BACKGROUND

This policy has been necessitated by the rapidly growing access to and use of email, the internet, and intranet throughout DHMH. Producing, exchanging and retrieving information using electronic information systems presents a valuable opportunity for DHMH and the citizens of Maryland. DHMH recognizes and supports these communication channels and methods as "best business practices", except where more traditional modes of communication would be more appropriate.

Employees are encouraged to use these electronic information systems, but are hereby advised that this use extends important responsibilities to the user. Employees of DHMH are expected to exhibit the same high level of ethical and business standards when using the electronic information systems as they do with the more traditional communication resources, and in their face-to-face business relationships.

This document endeavors to serve the Department's immediate EIS policy needs, and it shall be reviewed and revised in coordination with the Maryland Health Information Coordinating Council (HICC), annually.

III. POLICY STATEMENTS

A. DEFINITIONS

1. For the purpose of this policy, **employee** shall mean any one who is directly employed by or works for DHMH, whether full-time, part-time, temporary, emergency, contractual, agency, volunteer, or other person who has legal access to DHMH electronic information systems.
2. **Computer** means an electronic, magnetic, optical, or other data processing device or system that performs logical, arithmetic, memory, communications, or information storage, manipulation, and retrieval functions. It includes any data storage or communications facility that is directly related to or operated in conjunction with that device or system.
3. The **internet** can be described as a series of computer networks which provide the combined communication pathways of the telephone, mail, television, and radio. In short, any type of remote communications can be carried out via the internet. The **intranet** is similar to the internet, but can best be described as an "internal Departmental internet" that can only be accessed by authorized users on the local area network (LAN) or wide area network (WAN), or through external arrangements, then referred to as an **extranet**. For the purpose of this policy, internet intranet, or extranet will be considered the same venues, and subsequently referred to as **internet**.

B. GENERAL POLICY

Due to the merging of communications technologies, this policy also addresses, but does not override other more restrictive policies or laws governing the authorized use of telephone, facsimile, and voice mail technologies. Telephones (wired and wireless), facsimile (fax) machines, scanners, computers, computer systems, electronic media equipment (including computer accounts, voicemail, mainframe, midrange, mini, personal and laptop computers, personal digital assistants (PDA's), printers, networks, software, electronic mail or e-mail, internet and World Wide Web access connections, and intranet access and use) in DHMH are provided to DHMH employees for business-related use. Any and all information, as well as the media, database structure, and architecture transmitted by, received from, or stored therein is the property of DHMH. It is the shared responsibility of employees to use these electronic information systems in an efficient, ethical, and lawful manner.

The use of DHMH electronic information systems is a privilege extended by DHMH that may be withdrawn at any time. An employee's use of computer and related information systems may be suspended immediately upon the discovery of a possible violation of these policies and guidelines. Additionally, Personnel actions, up to and including termination, may result.

C. EMPLOYEE ACKNOWLEDGEMENT

Effective with the approval of the DHMH 02.01.06 Information Assurance Policy (<http://www.dhmd.state.md.us/policies/summary.htm>), all employees are required to complete the applicable sections of the new Combined Policy Acknowledgment Form (<http://www.dhmd.state.md.us/policies/cipaf-4518.pdf>) that acknowledge receipt, review and awareness of IRMA policies, and state that the employee's use of the DHMH electronic information systems constitutes consent to comply with these policies. Annual acknowledgment of the policies will be required, preferably in the presence of the employee's supervisor. Inclusion of the acknowledgement process with the employee's PEP evaluation is suggested.

Technological advances may necessitate policy revisions between annual review cycles, in which case employees with e-mail will be notified electronically, and all others will be notified in writing of such changes. An audit trail that documents receipt of said electronic messages may substitute for an employee's signature when revisions do not coincide with the annual acknowledgment cycle.

D. SPECIFIC EIS POLICY STATEMENTS

1. EIS ARE PROVIDED FOR BUSINESS USE.

Access to EIS resources are provided to DHMH employees for business purposes. Since excessive exchange of messages and files may degrade system speed and efficiency by increasing system traffic and/or taking up memory storage capacity, the use of DHMH electronic information systems for personal purposes, including general announcements, is discouraged and should be limited.

E-mail broadcasts to all DHMH employees result in major system inefficiencies and personnel productivity losses. Employees are specifically prohibited from issuing blanket e-mail broadcasts across the DHMH network unless advanced review and approval by a Facility/ Administration /Program Director is obtained. Management is requested to limit such approvals to messages of an urgent and compelling importance to the Department, where other less immediate forms of communication are not viable.

As an alternative, employees are encouraged to use the DHMH intranet bulletin board, or DHMH "list-servers" where provided to post general information within the Department. Broadcast messages will be monitored. Abuse of electronic information systems privileges may result in disciplinary action up to, and including, termination from State service.

2. NON-BUSINESS USE OF E-MAIL

Fraudulent, harassing, threatening, discriminatory, racist, hate-based, lewd, sexually explicit or otherwise disruptive, inappropriate materials are not to be requested, viewed, transmitted (in any form including encryption or using other deceptive methods), printed, or stored.

"Chain letters," solicitations, and other forms of mass mailings or postings ("spam") are not permitted. As a good business practice, employees should avoid generating, sharing, or replying to non-business related e-mail. Such messages should be deleted. Each employee shall immediately advise his/her supervisor or designee, if inappropriate, harassing, or excessively frivolous, frequent, or erroneous communications are received. If a supervisor is not available, the employee shall contact the Information Resources Management Administration (IRMA) help desk (410 767-6534) for investigation.

3. PASSWORDS

Employees are responsible for protecting their own passwords. Sharing or posting of passwords, user IDs, and account access codes or numbers is not permitted except as noted below. Employees will be held accountable for misuse that occurs through granting such unauthorized access. System generated and other DHMH network passwords are considered to be "on loan," and remain the property of DHMH. Under "best practice" standards, access to confidential or personal data should be limited, using a need to know protocol; however, each operational unit is responsible for insuring adequate emergency system access. No one person within DHMH should be in the position to use password security to prevent or delay business functions. Refusal by an employee to provide computer system access to a system administrator,

Facility/Administration /Program Director, or other authorized employee under standard operations or emergency conditions may result in disciplinary action up to, and including, termination of employment. For more details, see the Information Assurance Policy, DHMH 02.01.06, <http://www.dhmf.state.md.us/policies/summary.htm>).

4. MONITORING

DHMH provides electronic information systems for internal and external business communications and data exchange in order to facilitate business operations. Supervisors may monitor telephone utilization, but may not monitor actual telephone conversations, without written pre-approval of the Attorney General.

Although passwords are required for network access, and recommended for e-mail program access, these systems and other protection schemes cannot guarantee confidentiality. E-mail communication and access may be monitored.

5. ENCRYPTION

Confidential information, which has been authorized for transmission, may not be sent by e-mail unless appropriate technology has been used to encrypt the information.

6. AUTHORIZED ENCRYPTION SCHEMES

In order to maintain and assure access to DHMH data, no employee may use an unauthorized encryption scheme. Each program wishing to employ electronic encryption technology to protect stored, confidential, or sensitive data must maintain, in a secure manner, copies of all encryption keys. IRMA will provide technical guidance for the selection of encryption methodologies.

7. DELIBERATE EIS DAMAGE

Deliberately introducing or using software designed to damage, destroy, corrupt, or impede the DHMH electronic information systems with viruses or other harmful effects, is grounds for termination of employment. Moreover, the employee may be subject to personal liability, as well as civil and criminal penalties that may be provided by law. Employees are required to use DHMH authorized computer-virus detection software when provided.

E. GENERAL INTERNET-INTRANET POLICY STATEMENTS

Even though there is no set of laws regulating the internet, there is an informal code of use called "Netiquette" (Net+Etiquette), which describes what internet users expect from one another while using the internet and World Wide Web. Three primary tenets are:

- (1) Don't break the law;
- (2) Be a good neighbor; and
- (3) Use good judgment.

EIS access accounts are not to be considered personal, private, or confidential. Rather, any mail and/or electronic files identified with an employee account or user ID may be subject to inspection by authorized DHMH personnel. Internet access originating at DHMH is a privilege, extended by DHMH for business use that may be withdrawn at any time. Internet activity may be monitored. Violations of this policy may result in disciplinary action, up to and including termination from State service.

F. SPECIFIC POLICY STATEMENTS FOR INTERNET USE

When using DHMH internet connections (irrespective of the service provider) the employee is a representative of the State of Maryland, Department of Health and Mental Hygiene, in the internet community. Please be aware of the concerns, dangers, and prohibitions associated with the following actions.

1. IRRESPONSIBLE USE OF EIS RESOURCES

Since capacity of the internal electronic information systems network is limited, large file transfers during peak business hours can compromise the performance of the entire system and deny others equal access. Prior to working with large files (100 megabytes and larger), please consider the effect on all other DHMH network users. No employee or operational unit of DHMH shall operate an independent internet or intranet server, or a personal computer acting as a server, either on DHMH premises or remotely, to conduct DHMH business unless authorized in writing by the Director, IRMA.

2. USE OF PERSONAL COMPUTER EQUIPMENT

Work may not be performed away from the worksite unless all prevailing and appropriate security and confidentiality policies and laws are strictly followed. In addition, this policy prohibits direct dial-up access to the network or simultaneous dial-up and network connections to those instances where alternatives are not available and written, pre-approval from IRMA has been granted. The exceptions are for the use of GroupWise or other approved e-mail systems.

Personal copies of legally licensed software may be used for business purposes if all of the following conditions are satisfied: 1) The State Software Policy is observed; 2) The license is transferred to DHMH; 3) The supervisor provides written approval; and, 4) The software is installed on State equipment by the authorized system administrator.

3. COPYRIGHT INFRINGEMENT

Actions to obtain, use, modify, store, or distribute proprietary and/or copyrighted software, materials, documents, or other information are to be in accord with State, federal, local, or international law or treaty. This is in accordance with DHMH 02.01.02, Policy on the Use of and Copying of Software and Prevention of Computer Software Copyright Infringement

(<http://www.dhmf.state.md.us/policies/p020102.htm>).

(NOTE: Pursuant to this policy, the Combined IRMA Policy Acknowledgement Form, that includes the State of Maryland Software Code of Ethics attestation, is attached for employee's signature.)

Employees using the internet shall respect all copyright issues regarding software, information, and attributions of authorship. Installing copyrighted software to a DHMH computer without licensing is illegal, and may make the employee liable for copyright infringement. Any employee who has unlicensed or undocumented software on DHMH equipment shall be held accountable for the consequences to the extent of applicable laws and

DHMH policy.

4. VIRUS SCANNING AND PROTECTION

Internet users share in the responsibility to protect the network and their equipment from computer viruses and other hostile programs and information. The use of computer-based virus protection software is required. Log-in screen notifications and warnings are required under the Governor's Executive Order 01.01.1983.18, State Data Security Committee,

<https://constmail.gov.state.md.us/comar/01/01.01.1983.18.htm>. Employees are responsible for reviewing these postings when connecting to the DHMH network and contacting IRMA if further information is required.

5. DAMAGING OR ILLEGAL ACTIVITY

Activity by any DHMH employee that could damage the Department's reputation or potentially place the employee and DHMH at risk for legal proceedings by any party is prohibited. Any actions or statements that are clearly, or could be construed to be misrepresentational, fraudulent, libelous, harassing, discriminatory, racist, hate-based, lewd, sexually explicit, promoting unfair competitive practices, or otherwise disruptive communications are also prohibited. Materials that are inappropriate for the business workplace are not to be requested, viewed, transmitted (in any form, including the use of encryption schemes or use of other deceptive methods), printed, distributed, or stored.

6. HOSTILE ACTIVITY

Actions that may reasonably be construed as hostile by another organization, institution, or individual (internal or external to DHMH) are prohibited. An example of this is attempting to gain unauthorized access to another computer system and/or information.

7. COMMUNICATION CONSTRUED AS AN OFFICIAL DHMH RESPONSE

Posting information on bulletin boards or mailing lists using the DHMH name may be construed as an official DHMH response, and are prohibited without proper authorization. Computer contact people will be required in all operational unit systems to handle e-mail requests and messages most efficiently, to provide an official response and to work with IRMA. Questions regarding official DHMH responses should be directed to your supervisor, or the DHMH Office of Public Relations.

In addition, employees may not post personal, private, or outside corporate communications of a commercial nature, solicitations, advertisements, or other commercial material using a DHMH associated account.

IV. REFERENCES

□ Governor's **Executive Order 01.01.1983.18** - State Data Security Committee
<https://constmail.gov.state.md.us/comar/01/01.01.1983.18.htm>

- ☐ State Agency Information Security Practices, State Data Security Committee
- ☐ Annotated Code of Maryland, Article 27, Crimes and Punishment, Section 45A http://mlis.state.md.us/cgi-win/web_statutes.exe?g27&45A and Section 146, http://mlis.state.md.us/cgi-win/web_statutes.exe?g27&146.
- ☐ Maryland Department of Budget and Fiscal Planning Manual, #95-1, effective date: June 1, 1995, Subject: Prevention of Software Copyright Infringement.
- ☐ **DHMH Policy 02.01.02** (formerly Policy DHMH 9170) -Policy On The Use Of And Copying Of Computer Software And The Prevention Of Computer Software Copyright Infringement, (<http://www.dhmh.state.md.us/policies/p020102.htm>)
- ☐ **DHMH Policy 02.01.06**, Information Assurance Policy (IAP), most current version, <http://www.dhmh.state.md.us/policies/summary.htm>

V. Addenda

- ☐ **DHMH Form 4518-Combined IRMA Policy Acknowledgement Form**
<http://www.dhmh.state.md.us/policies/cipaf-4518.pdf>

Approved: /S/ signed copy on file December 1, 2001

COMBINED IRMA POLICY ACKNOWLEDGMENT FORM ADAPTED FOR TORFP CONTRACTOR USE FOR E.I.S. POLICY ONLY

This document is a combined policy acknowledgment form for DHMH computer-related policies. Following consultation with your supervisor, please read and initial the appropriate acknowledgment sections, then sign the signature block below.

Acknowledgement Section

Employee

Initials

Supervisor

Initials °

Policy Number-Statement

02.01.01 Policy on the Use of DHMH Electronic Information Systems (EIS)

I hereby acknowledge awareness of **DHMH Policy 02.01.01**, and that my use of these systems constitutes my consent to comply with this directive.

Employee/User Signature Block

I hereby acknowledge that I have reviewed and understand the above-initialed policies.

Employee/User Signature: _____ DATE: _____

Employee/User Identification (Please Print)

NAME: _____ PIN # or

CONTRACT#: _____

AGENCY/COUNTY: _____ ADMINISTRATION/UNIT: _____

LOCATION: _____

Supervisor's Verification

Supervisor Signature: _____ DATE: _____