



DEPARTMENT OF HUMAN RESOURCES
REQUEST FOR PROPOSALS #CSEA/PR 18-001S
FOR
PRIVATIZATION OF CHILD SUPPORT SERVICES IN BALTIMORE CITY

QUESTIONS AND ANSWERS SERIES #2

Table with 3 columns: No., RFP Reference, and Questions & Answers. It contains five rows of questions and answers regarding RFP details, including costs, disbursed collections, and hiring agreements.

[Type text]

	Page 209, Attachment O, DHR Hiring Agreement.	State's interest.
A3		No. The resulting contract will be subject to the Hiring Agreement, which does not have an exemption for certain positions. The recommended awardee must agree to participate and forward all job openings resulting from the contract to the Hiring Agreement office.
Q4	RFP, Page 30, Section 1.33.5 (2), Minority Business Enterprise Goal	If a Bidder/Offeror submits an Attachment D-1A that certifies it will meet the MBE utilization goals for the contract, is the Bidder/Offeror required to also submit Attachment D-2 Outreach Efforts Compliance Statement?
A4		Attachment D1-A <u>must</u> be submitted with the bid/proposal in order for the bid to be considered. Attachment D-2 <u>must</u> be submitted <u>only if</u> the Bidder/Offeror has been notified that they have been recommended for award of the contract. In that event, Attachment D-2 must be provided to the Procurement Officer within 10 business days of notification that the Bidder/Offeror is the apparent awardee, or from the date of the actual award, whichever is earlier. (Please refer to pages 137 and 138 of the RFP for reference)
Q5	RFP Page 40, Section 3.1.2, Baltimore City's Historical Data	Walk in traffic for the project has increased significantly during the current federal fiscal year. What factors are contributing to the increase, and does DHR expect these factors to continue into the next contract period? Please provide caseload, performance, and collection data for FFY 2016, as well as the most-recent available month in the current federal fiscal year.
A5		The implementation of the Dashboard has assisted case workers in more promptly identifying and addressing cases that need work and/or have fallen out of compliance. This has resulted in more customers coming into the Walk-In Unit. The State anticipates that the increase will eventually level out due to casework privatization within the Dashboard because fewer cases will reach the point of being out of compliance. Please see Amendment #2 for revised data.
Q6	RFP Page 42, Section 3.2.2., Case Documentation	Please provide additional documentation for the ECMS, and consider conducting a demonstration of its capabilities during the pre-proposal conference. It is not described in Exhibit 9. Has the ECMS been implemented in the BCOCSE? If not, will it be implemented prior to contract Go-Live, or will it be the responsibility of the contractor under the new contract to convert existing electronic files and implement ECMS? Will the contractor be responsible for licensing fees, data storage costs, or any other costs associated with the use of this system?
A6		DHR's ECMS is not currently deployed in the Baltimore City Office of Child Support Enforcement. DHR anticipates the system will be available to the new Contractor during the transition-in period and

[Type text]

		includes licensing, storage, and scanning hardware for ECMS. Additional documentation regarding the ECMS and Dashboard will be provided.
Q7	RFP Page 44, Section 3.2.6, Establishment of Support Order	What percentage of new orders and modifications are established through the agreed-order process? What role, if any, does the Office of Special Counsel play in the processing of agreed orders?
A7		For FFY 2015 the percentage of new orders and modifications established through an agreed-order process was approximately 17.8 percent and approximately 22.5% for FFY 2016. All orders are reviewed by the contractor for accuracy and then forwarded to the Office of Special Counsel for filing with the court.
Q8	RFP Page 43, Section 3.2.3., Intake	Will the contractor be required to outpost staff in local DSS offices to interview TCA applicants prior to their approval for benefits?
A8		The contractor is not required to provide staff in the local DSS offices; however, the contractor must explain how it will provide the services as outlined in section 3.2.3 to TCA clients referred to Child Support First.
Q9	RFP Page 43, Section 3.2.3, Intake; and RFP Page 47, Section 3.2.11, Required Case Management Reports	Does CSES produce an exception report to identify possible mismatches, or errors, in the interface between the IV-D database and the databases of other public assistance programs (such as the IV-A program)? If yes, will it be the contractor's responsibility to work the report and resolve any discrepancies?
A9		CSES does not currently produce an exceptions report.
Q10	RFP Pages 44-45, Section 3.2.7.3, Enforcement of Support Order	Does Maryland participate in the Child Support Lien Network? Will its services be available to the vendor? If yes, please describe how the process works in Maryland and define the vendor's role.
A10		No, the State does not participate in the Child Support Lien Network.
Q11	RFP Page 46, Section 3.2.9, Interstate Case Processing	Please describe more fully the work flow for incoming interstate cases. Will cases be forwarded by the DHR Interstate Registry to the vendor, or will they be referred in the first instance to the Office of Special Counsel? We strongly encourage DHR to consider referring them directly to the vendor, so that standard case management techniques and administrative remedies (such as income withholding) can be used pending any court action.
A11		For cases in which Maryland is the Responding State, Maryland shall cooperate with any other state's IV-D agency in locating a noncustodial parent alleged to be in Maryland. At a minimum, the local

[Type text]

		<p>office must take the required steps as outlined in 45 C.F.R. 303.7 (c) of the Code of Federal Regulations.</p> <p>Case will be referred directly to the contractor by the CSEA's Central Registry Unit. The contractor will then make a determination as to whether cases need to be referred to the Office of Special Counsel.</p>															
Q12	RFP Page 47, Section 3.2.11, Required Case Management Reports	Please describe more fully DHR's expectations of the vendor regarding the Monthly Delinquency Report and estimate the workload associated with meeting DHR's expectations. Will the vendor be required to work every case on the report every month, or does the Dashboard display a subset of non-paying cases that must be reviewed each month?															
A12		The Contractor shall focus on all cases 90 days or more delinquent on the Delinquency Report tab in the Dashboard. Cases will automatically fall off the report after the case has been worked or a payment has been made. Additionally, the contractor is required to complete a Delinquency Supervisor Audit Review Report, also available via the Dashboard. The report augments other tools to assist the supervisor in monitoring the work of staff.															
Q13	RFP Pages 47-48, Section 3.2.12.1, IV-D and Non-IV-D Payment and Collection Processing	Would DHR accept a kiosk that processes cash, money orders, and checks in lieu of the dual system mandated in the RFP? Alternatively, would DHR accept a passive drop box in the two offices for <u>all</u> payments, the contents of which would be collected each business day by a courier and delivered to the State Disbursement Unit for processing?															
A13		<p>Yes, the State will accept kiosk that process cash, money orders and checks as long as the contractor is able to demonstrate how the proposed kiosk system meets the payment collection processing requirements as outlined in the RFP.</p> <p>DHR is currently reviewing its 'drop box' policy and will supplement this response at a later date.</p>															
Q14	RFP Page 48, Section 3.2.12.2, Undistributed Collections (UDC) Processing	Please provide a monthly history of UDC balances for FFY2016 and FFY2017 (year-to-date), and an example or mock-up of the report.															
A14		<p>The chart below shows the UDC balances from the Federal OSCE 34 A report, which is issued on a quarterly basis.</p> <table border="1" data-bbox="604 1549 1382 1724"> <thead> <tr> <th>FFY</th> <th>Q1</th> <th>Q2</th> <th>Q3</th> <th>Q4</th> </tr> </thead> <tbody> <tr> <td>2016</td> <td>\$2,356,509</td> <td>\$2,935,002</td> <td>\$5,411,027</td> <td>\$3,003,323</td> </tr> <tr> <td>2017</td> <td>\$2,948,704</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	FFY	Q1	Q2	Q3	Q4	2016	\$2,356,509	\$2,935,002	\$5,411,027	\$3,003,323	2017	\$2,948,704			
FFY	Q1	Q2	Q3	Q4													
2016	\$2,356,509	\$2,935,002	\$5,411,027	\$3,003,323													
2017	\$2,948,704																
Q15	RFP Page 51, Section 3.2.16.1, General Staffing Requirements	Does the State have any minimum staffing standards for this contract, either total number of staff or number of staff per active BCOOSE cases?															

[Type text]

A15		No, other than the Key Personnel requirements in Section 3.2.16.2. See also, Section 4.4.2.8.
Q16	RFP Page 52, Section 3.2.16.2 Key Personnel, b. and c.	Since requiring one Operations Manager/Establishment and Operations Manager/Enforcement for each location might add unnecessary layers and result in conflicting approaches to these functions, would the State consider eliminating the requirement that each BCOCSE location shall have each of these positions?
A16		Yes. See Amendment #2.
Q17	RFP Page 52, Section 3.2.16.2, Key Personnel, d.	Since requiring two staff for this function may preclude more efficient ways of achieving the desired result, would the State consider removing these required positions and allowing the contractor to propose a solution to maintaining the LAN, workstations, and other IT equipment?
A17		Yes. See Amendment #2.
Q18	RFP Page 52, Section 3.2.1.7, Location of the BCOCSE; and RFP Page 55, Section 3.2.20.1, State Operated Units	How many staff will the State be providing for the State Court and Investigations Units? How many staff will the State be providing for the Office of Special Counsel?
A18		The State requires space for nineteen (19) staff for the State Court and Investigations Unit and seventeen (17) staff for the Office of Special Counsel.
Q19	RFP Pages 52-53, Section 3.2.17 Location of the BCOCSE.	Please clarify whether the State intends the contractor to house all operations in the two different locations specified in this section, or whether it intends that the contractor establish two field offices in addition to a central office. For example, could the contractor house some case processing staff in a central office while others are located in two field offices? Alternatively, could the contractor house all of its staff in the two field offices, but house all DHR staff and/or OCS staff in a central office located near the Courthouse?
A19		The RFP requires the Offeror to propose a total of two locations for the BCOCSE. State staff shall be located in the office that is located the closest to the Clarence M. Mitchell, Jr. courthouse.
Q20	RFP Page 54, Section 3.2.18 Equipment and Software, a.	Is the contractor required to provide computer equipment, telecom equipment and connections, and software for DHR and OSC staff?
A20		Yes. However, the State will provide the services and software identified in Section 3.2.20.2 to State staff and to the Contractor's staff.
Q21	RFP Page 55, Section 3.2.19 b., Monitoring and	Please clarify how auditing "system security for the entire BCOCSE" relates to the SOC 2 audit requirement in Section 3.9 since there appears to be

[Type text]

	Audits – Internal Audit Functions	considerable overlap?
A21		<p>The scope of system security of the internal audit function referenced in Section 3.2.19 differs from that of a SOC-(2) audit referenced in Section 3.9.</p> <p>The internal audit function scope generally would include the following:</p> <ul style="list-style-type: none">1) System Access<ul style="list-style-type: none">a) Who has access?b) Is the access appropriate considering job duties2) System Security<ul style="list-style-type: none">a) Is access to network hardware limited to those whom require access.b) Is external media secure (tapes, disc, external hard drives etc.) <p>The purpose of the SOC-2 audit is to attest to the validity of system’s fitness for a particular purpose and covers operational control systems following a predefined criteria around security, availability, process integrity, privacy and confidentiality.</p>
Q22	RFP Page 56, Section 3.2.20.2, Other Services and Software	Please provide more detail regarding the Dashboard, and consider conducting a demonstration at the pre-proposal conference. Is the Dashboard currently being used in Baltimore City?
A22		<p>The Dashboard is a tool that is currently used in the BCOCSE and was developed to assist staff with improving efficiency in working their caseload by prioritizing cases to be worked. The Dashboard assists with determining what work, if any needs to be done on the case and maintains a history of what work has already been done on a case.</p> <p>Additionally documentation will be provided.</p>
Q23	RFP Pages 59-61, Section 3.2.22.3, Performance Measures	Since there were declines in paternity, cases under order, and collections in the past fiscal year, and since there is almost a year before the Go-Live date, will the State entertain potential adjustments in these minimum performance levels if there are additional declines before Go-Live?
A23		<p>The State considered a number of factors when it set the minimum performance levels as outlined in Section 3.2.22 and will not amend them at this time. Please note that the incumbent will continue to provide services during the transition period.</p>
Q24	RFP Page 61, Section 3.2.22.4, Performance Incentive Goals and RFP Page 62, Section 3.2.22.5, Liquidated Damages	Please confirm that incentives and penalties will be triggered by performance relative to the following four federal performance standards and that the vendor’s actual performance relating to the minimum service level for “IV-D Disbursed Collections” will not affect incentives or liquidated damages.

[Type text]

A24		Regarding the performance goals, the vendor will only be incentivized and/or penalized based on the minimum service level requirement for the four (4) Federal IV-D Performance measures.
Q25	RFP Page 62, Section 3.2.22.5, Liquidated Damages	Since elimination of incentives unless all performance measures are met in a given year reduces the probability and, therefore, the value of incentives, will the State consider removing this provision, thereby paying incentives for all measures that are achieved and imposing liquidated damages for all measures that are not achieved?
A25		No, the State will not amend the requirements of Section 3.2.22.5 Liquated Damages.
Q26	RFP Page 62, Section 3.2.23, Deliverables – Employee Dishonesty Bond	Would the State consider changing the due date for this requirement to a time after a contract is in place and close to the Go-Live Date, such as two weeks before Go-Live? It seems inappropriate to require it before a contract has even been executed and wasteful to require it far in advance of Go-Live.
A26		No. An executed Contract and supporting documentation, including certificates, licenses, and forms must be received by the Department prior to approval by the Board of Public Works.
Q27	RFP Page 62, Section 3.2.23, Deliverables – Chief Trainer Participates in CSEA Training Modules	Does the Contract start date referenced for this deliverable refer to the start of the Transition-In period or the start of service delivery (Go-Live date)?
A27		The deliverable timeframe referenced in this section requires the contractor to have a Trainer in place to begin training during the Transition-In period, upon receipt of a NTP.
Q28	RFP Page 62, Section 3.2.23, Deliverables – Logon-ID Request Forms	Would it be possible to move this due date closer to Go-Live since staffing would be unlikely to be completed 15 days after NTP?
A28		It is anticipated that the contractor will submit logon request on a rolling basis. However, in order to ensure that contractor's staff have access to and are properly trained on all DHR system on the Go-Live date, requests must be submitted no later than thirty (30) days prior to the Go-Live date. See Amendment #2.
Q29	RFP Page 62, Section 3.2.23, Deliverables – Purchase and Installation of Furniture and Equipment	Would the State consider changing the due date for this deliverable to a much later time, such as two weeks before Go-Live, to give time for space acquisition and build-out?
A29		No. The purchase and installation of furniture and equipment will

[Type text]

		occur during the Transition-In period and after any required approvals of contractor's sites.
Q30	RFP Page 63, Section 3.2.23, Deliverables – Quarterly Internal Audit Reports	Since this is defined primarily as an audit of procedures, to avoid unnecessary cost and administrative burden, would the State consider reducing the frequency of these audits to annually, or at least semi-annually?
A30		The State does not wish to change the frequency of the audit reports.
Q31	RFP Page 64, Section 3.2.23 Deliverables	Has DHR required the current vendor to submit any corrective action plans to cure deficiencies that may extend into the next contract period? If yes, please provide a copy of DHR's request, a copy of the vendor's active corrective action plan(s), and a brief narrative regarding the status of the issue.
A31		There are no Corrective Action Plans that would extend into the contract period resulting from this solicitation.
Q32	RFP Page 65, Section 3.2.24.a, Transition-In Services	Please clarify the last question of the second paragraph, which requires the Chief Trainer to "train new employees on CSEA's Introduction of Child Support no later than three (3) months of employment." Does this language require the Chief Trainer to be ready to provide training within three months of his/her employment, or does it require the Chief Trainer to provide training to new project employees within three months of their start dates?
A32		Per Section 3.2.24.a, the contractor is responsible for ensuring the Chief Trainer provides training to new project employees within three months of the employee's start date.
Q33	RFP Page 65, Section 3.2.24.b, Transition-Out Services	Please provide a copy of the incumbent vendor's most-recent transition-out plan.
A33		The current contractor's transition-out plan is not relevant to the Offeror's response as the transition-out plan is not final and has not been approved by DHR.
Q34	RFP Pages 77, Section 3.3.6.1, Business Continuity Plan and RFP Page 78, 3.3.6.2, Disaster Recovery Plan	Please clarify the difference between these two types of plans since they seem to cover many of the same issues and activities? Would it be acceptable to consolidate these two plans as long as all requirements are addressed?
A34		The Department recognizes that there may be overlapping concerns and procedures involved in Disaster Recovery Plans (DRP) and Business Continuity Plans(BCP). The BCP focuses more on continuing operations in a virtual seamless fashion in the event the contractor and sub-contractors and DHR are unable to access its

[Type text]

		<p>facilities and/or provide services due to a disaster.</p> <p>The BCP is the over arching plan on how services will continue to operate with minimal or no down time. The DRP is the plan on how services will be recovered. Additional details are included in Sections 3.3.6.1 and 3.3.6.2 of the RFP.</p> <p>The Offeror may consolidate both plans into a single document so long as all requirements are met and are clearly articulated and the deliverable due dates in section 3.2.23 are met.</p>
Q35	RFP Pages 80-81, Section 3.3.7, Back-Up Requirements and RFP Pages 81-82, Section 3.3.8, Technical—Support Services & Service Level Agreement	Please clarify the contractor's responsibility for back-up requirements and these SLAs given that the State will be responsible for storing case data (CSES) and digital documents (ECM). What data are the contractor responsible for backing up and potentially restoring?
A35		There are several components the Offeror is required to provide such as reports, customer service survey, phone system, etc. Any system the Offeror uses to perform these functions shall meet the backup requirements set forth in the RFP. These requirements also apply to computer/server equipment used within the BCOOSE offices.
Q36	RFP Page 83, Section 3.4.4, Crime Insurance Requirements	Would the State consider a lower limit for crime insurance (e.g., \$1 million per loss) given that the \$3 million loss limit is substantially higher than we have seen in similar contracts?
A36		Yes. Please see Amendment # 2.
Q37	RFP Page 86, Section 3.9, SOC 2 Type II Audit Report	Please clarify whether a contractor can comply with this provision by conducting a single SOC 2 audit covering the entire BCOOSE operation, including work of relevant subcontractors, or whether the contractor and all relevant subcontractors must conduct their own SOC 2 audits?
A37		Sub-contractors that perform essential/ material functions with regards to case processing, system backup (offsite), or other critical IT functions will be required to have their own SOC-2 audit as the contractor is not in position to attest to the validity of the sub-contractor's systems.
Q38	RFP Page 89, Section 4.2, Proposals, 4.2.4	Procurement staff have assisted offerors greatly by organizing the proposal sections under a number of clearly defined tabs. Given this organization, we respectfully request that the State revise the requirement to consecutively number pages beginning (Page 1) to end (Page "X) starting with Tab B to number pages consecutively within sections. The more complex and lengthier sections come at the beginning of the proposal. Allowing offerors to number consecutively within sections with a tab

[Type text]

		designation and page number (for example, B-1) will ensure evaluators can easily find requirement responses as shown on the Table of Contents while also speeding the print/production process for offerors. Offerors will not have to wait until all sections are finalized to begin printing the smaller sections that come toward the end of the proposal.
A38		Based upon past experience, the Department does not wish to change this organizational requirement.
Q39	RFP Page 92, Section 4.4.2.6, Offeror Technical Response to RFP Requirements and Proposed Work Plan, a.	This section instructs offerors to address each Scope of Work requirement (Section 3) in its Technical Proposal. The overall section is titled Scope of Work but subsection 3.2 is titled Scope of Work – Requirements. Are offerors to respond only to those requirements in subsection 3.2? Please provide additional guidance as to exactly which requirements in Section 3 offerors must respond. For example, 3.1 through 3.1.2 appear to be informational only. And, is there any need for offerors to respond to 3.2.20 State Supplied Services? If yes, will a simple acknowledgement statement suffice? Lastly, it appears there is some duplication of requirements in 3.2 and 4.4.2.6. For example, 3.2 has a case closure requirement (3.2.10) and 4.4.2.6 I. also relates to case closure. How does the State wish offerors to submit similar requirements? Separately? Combined?
A39		Yes, Sections 3.1 through 3.1.2 are for information only. The requirements in Sections 3.2 through 3.12 are program requirements that the Offeror must demonstrate in its Technical Proposal how it intends to comply. Section 4 is a guide to how the Technical Proposals should be assembled and, in some instances, requires specific information for certain requirements. For example, Section 3.2.10 requires Contractors to meet Federal case closure criteria. Section 4.4.2.6 I explains that in addition to agreeing or acknowledging the requirement, the Offeror has to describe in detail its case closure routines. If the State is seeking Offeror agreement to any requirement(s), the Offeror shall state its agreement or disagreement. For example, Section 3.2.20, State Supplied Services. However, as per Section 4.4.2.6, the Offeror shall address each Scope of Work requirement (Section 3) in its Technical Proposal and describe how its proposed services, including the services of any proposed subcontractor(s), will meet or exceed the requirement(s).
Q40	RFP Page 191, Attachment J – Non-Disclosure Agreement	The following wording appears to define Confidential Information with an extremely broad brush: “(1) any and all information provided by or made available by the State to the Contractor in connection with the Contract”. Does this include information that would otherwise be public under Maryland law? Does this include information specifically excluded by Section 8 of the draft contract? We understand the need for non-disclosure of PII and PHI, but please clarify what other types of information are covered by Attachment J and will be deemed confidential.

[Type text]

A40		The Non-Disclosure agreement is intended to cover information that is not otherwise available to the public and includes PII and PHI, as well as information that is otherwise deemed confidential, proprietary, or may be a trade secret, that is shared with the contractor through DHR's software and IT systems in order to carry out the services requested under the contract.
Q41	RFP Page 214, Attachment Q-Customer Service Report Data Elements	Is this report still going to be required if all calls are routed to the statewide call center?
A41		No. The Department is removing Attachment Q and revising the reporting requirements. See Amendment #2.
Q42	RFP Page 42, Section 3.2.2, Case Documentation	To gain efficiency and to promote quality and consistency, bidders may want to propose a centralized solution to process incoming mail and image and index documents for all offices in Baltimore City. Is this acceptable to DHR? Is CSES capable of generating documents with a single return address for cases that are assigned to multiple offices in Baltimore City?
A42		The Offeror shall propose any creative best practices and procedures to meet the requirements of the RFP and meet the performance goals established. See Section 4.2.6(g). Also, DHR's systems have the capability to generate letters and documents with a single return address.
Q43	RFP, Page 43, Section 3.2.5, Establishment of Paternity	The RFP does not require the vendor to play a role in the in-hospital voluntary paternity acknowledgement program in the City. Is this an inadvertent omission, or evidence that DHR wants to be solely responsible for the program?
A43		The contractor is not required under the RFP to participate in the hospital paternity affidavit program.
Q44	RFP, Page 52, Section 3.2.17, Location of the BCOCSE	Will CSES be re-programmed to automatically re-assign cases to case managers in the new offices? Will standard CSES reports treat multiple Baltimore City offices as separate entities, or will results from the offices be combined?
A44		The State intends to treat the two City field office locations as separate offices under one parent jurisdiction. Through Dashboard, the State has the capability to customize the Dashboard and Dashboard reports for specific work requirements of BCOCSE. However, CSES will not be re-programmed.
Q45	RFP, Page 56, Section 3.2.20.2, Other Services and Software.	It is our understanding that, during the current contract period, DHR has been producing a weekly data extract to allow the vendor to construct tailored reports and work lists. Will DHR continue to produce the extract

[Type text]

		during the next contract period and make it available to the vendor?
A45		The State has the capability to produce a weekly CSES extract that can be provided upon request, subject to IRS 1075 regulations and audits.
Q46	RFP, Page 277-278, Exhibit 10, BCOCSE Caseload by Zip Code Data	According to this exhibit, there are 88,573 IV-D cases in Baltimore City. According to Chart 1 on Page 41, the caseload as of the end of FFY 2015 was 57,232. Which is correct? If it is feasible, please produce a revised Exhibit 10 that shows how the current active IV-D caseload in Baltimore City breaks down by zip code.
A46		The caseload data reported for FFY 2015 is accurate. Exhibit 10 is an illustration of where obligors reside in Baltimore City by zip code. See Amendment #2.