

STATE OF MARYLAND
DEPARTMENT OF HUMAN SERVICES
REQUEST FOR PROPOSALS
POST ADOPTION/ POST GUARDIANSHIP SUPPORT AND PRESERVATION
SERVICES
SSA/PAAPS-24-001-S

QUESTIONS AND RESPONSES #1

Question 1: 2.3.5 Transracial Adoption/Guardianship Support Groups (pg 6) - Please clarify "Group meetings in-person and virtually at least once per month." Does that apply to both the support group for parents and for children – each must be offered both in-person and virtually each month for a total of 4 groups/month? For in-person groups, do they need to be offered in each of the 5 regions each month? We are concerned that in some regions, there may not be sufficient demand for in-person groups to yield a dynamic group discussion. May we establish minimum attendance requirements?

Response: A Minimum of one parent and child group meeting is required each month for each region and may be in-person or virtually. Minimum attendance requirements may not be established.

Question 2: 3.7.5.B.4 (pg. 23) – "Apply data encryption to always protect Sensitive Data, including in transit, at rest, and when archived for backup purposes. Unless otherwise directed, the contractor is responsible for the encryption of all Sensitive Data." Please clarify, does this only refer to data on vendor's servers? We cannot be held responsible for sensitive data on the State's servers.

Response: The contractors are responsible for maintaining the security of sensitive data on its servers.

Question 3: 3.7.5.B.14 (pg 24) – "At a minimum, the implemented measures should be consistent with the most current Maryland Department of Information Technology's Information Security Policy (<https://doit.maryland.gov/policies/Pages/default.aspx>), including specific requirements for password length, complexity, history, and account lockout." *Please delete the reference to "account lockout." While this can be enabled, it creates a weakness or vulnerability in a system because a hacker can overwhelm the system and lock out all users with a bot. This seems to be a reference to an older security measure that is no longer best practice. The link provided leads to a State of Maryland Information Technology Security Manual, Version 1.2 dated June 28, 2019, which is more than five years old. If it is not possible to delete this reference in the RFP, would it be possible to secure a waiver and what are the steps to do so?*

Response: The “account lockout” requirement remains in effect. This setting provides a greater benefit than it poses a risk. The policies within the DoIT Security Manual are updated when necessary and the contractor is expected to adhere to all policy updates.

Question 4: B. Financial Proposal Instructions and Form (pg 63) - Neither the RFP Financial Proposal instructions (pg 54) nor the financial proposal template reference any overhead/indirect amount. Is that an allowable cost, and if so, is there a maximum rate?

Response: Please see Amendment 2.

Question 5: B. Financial Proposal Instructions and Form (pg 63) - Since this RFP includes federal funds, if we have an approved federal indirect cost rate agreement, would the State accept that rate?

Response: Yes, please submit the federal approval letter with your financial proposal.

Question 6: B. Financial Proposal Instructions and Form (pg 63) -The Instructions for Section 01 Salaries in the Budget template says to list the “monthly salary for each position.” There are no instructions for Sections 03 Webinars, 04 Therapy, 05 Crisis Support and 06 Education, how do you want us to complete those sections of the template? If an employee is delivering therapy, are we to include their salary in Section 01 or only reflect it in the cost per unit of service delivered in Section 04? Where in the template do we reflect other direct costs such as rent, IT Services, Telephone/Zoom costs? Please provide further clarification and instructions on the financial proposal

Response: Please see Amendment 2.

Question 7: There is no mention of indirect, overhead, or operating costs in the RFP. Are overhead, indirect, and operating costs allowed? (At a minimum, the 10% allowed by the State of Maryland for all nonprofit organizations should be included).

Response: Please see Amendment 2.

Question 8: If the Prime contractor is a registered MBE do they also have to subcontract to an MBE or are they able to self-perform and sub to a non-MBE?

Response: A MBE prime contractor may be credited with up to half the MBE goal. A subcontractor(s) is required to meet the remaining half of the MBE goal.

Question 9: Also, we see the pricing form is a percentage of monthly time per position, but some of the deliverables in the SoW are task-based or per-task-pricing. Can we reconfigure the pricing table to show per task or does all pricing need to follow the position format?

Response: Please see Amendment 2.

Question 10: In Section 3 Contractor Requirements: General of the RFP, there are many references to “State data” such as in the subsections below:

3.2.5 Return and Maintenance of State Data (pg. 14) “Upon termination or the expiration of the Contract Term, the Contractor shall: (1) return to the State all State data in either the form it was provided to the Contractor or in a mutually agreed format along with the schema necessary to read such data; ...”

3.5.2 Data Export/Import (pg. 17) “perform a full or partial import/export of State data within 24 hours ...”

It would be helpful to have a definition of what is considered “State data” in the context of this specific contract. In our experience, the only “State data” we receive is the contact information for families referred by LDSS to receive services through the contract. The primary data we provide to the State is contained in the monthly reports and what is reflected in Appendix 3. Performance Outcome Chart. Please clarify what is meant by “State data.”

Response: Any and all information provided by or made available by the State to the Contractor in connection with the Contract regardless of the form, format, or media on or in which information is provided and includes confidential information, regardless of whether any such confidential information is marked as such, and any and all personal and personally identifiable information (PII).

Question 11: The budget template is set up as if salaries, therapy services and crisis intervention services are all to be done by separate people/contractors. We want to hire salaried positions to fulfill service delivery. How should this be reflected in the budget template?

Response: Please see Amendment 2.

Question 12: Can professional development (training in additional EBPs, training of clinicians, conference attendance) be included in the budget?

Response: Yes, please see Amendment 2.

Question 13: Can therapeutic supplies and supplies for training be included in the budget? We don't see any line items for supplies.

Response: Yes, please see Amendment 2

Question 14: Are services under this contract available to children who have exited foster care through adoption and guardianship only or are families formed through private and other types of adoptions eligible for services?

Response: Yes, services shall be available to all Maryland families with post adoption or post guardianship needs.

Question 15: Disaster Recovery 3.5.1 Redundancy, Data Backup and Disaster Recovery – we have no servers or on-premise based systems. All systems are Software as a Service (SaaS) cloud-based.

Response: The Department expects the contractor will have a contingency or back up plan to recover or access data in the event of a disaster. This includes cloud-based SaaS solutions.

Question 16: Will documentation from these providers of redundancy, backup, and high-availability plus any additional cloud-backups by 3rd party providers be sufficient when included in an organizational disaster recovery plan?

Response: Disaster recovery documentation should include a specific plan as to how the redundancy, backup and high availability services are being provisioned and provided.

Question 17: Since we have no physical servers or on-premise data, can we obtain an exemption from the DR site requirement?

Response: The DR site requirement refers to the environment that provides the requested services. A cloud-based solution still requires a disaster recovery implementation.

Question 18: State Data:

If it does include all client case data created during the contract period, are we expected to export that data, share it securely with the state, and remove it from our database/systems upon contract completion?

Response: Refer to Section 3.2 End of Contract Transition

Question 19: 3.5.3 Data Ownership and Access –

If state data includes electronic data files contained within a system already used and paid for by the contractor (i.e.. Electronic Medical Record (EMR) System) without state funds, then is it correct that the state “owns” the data record, but not the underlying system used to input, store, export the data?

Response: Yes.

Question 20: 3.7.5 (B,3) Ensure that State data is not comingled with non-State data through the proper application of compartmentalization Security Measures. As long as state data,

electronic case files and data for clients served through the contract, is separated by permission sets and data types so that only individuals working on the contract or administering technical set up/ workflow/ troubleshooting, or data security would have access to that data, is that enough separation to allow use within our organization's existing EMR system?

Response: Yes.