

***MAINE
MEDICAL TRANSCRIPTION
SERVICE
REQUEST FOR PROPOSALS
#107214***

***STATE OF MAINE
DEPARTMENT OF HEALTH AND
HUMAN SERVICES,
OFFICE OF INTEGRATED
ACCESS AND SUPPORT,
DISABILITY DETERMINATION
SERVICES***

TABLE OF CONTENTS
DISABILITY DETERMINATION SERVICES,
MEDICAL TRANSCRIPTION SERVICE

REQUEST FOR PROPOSAL

SECTION	PAGES
Definitions	3-4
Introduction, Section 1 Including Background and Summary of Key Events, Staff Contacts and Organization of Request for Proposal	5-6
General Procedures and Instructions, Section 2	7-15
General Information Sections 2.1-2.9	7-9
Proposals Submission Sections 2.10-2.12	10-12
Evaluation Criteria Sections 2.13-2.19	12-14
Preparing the Proposal, Section 3	15-20
Terms and Conditions, Section 4	21-22
Scope of Work, Section 5	23-25
Appendix A, Sample Contract	26-53
Appendix B, Proposal Cover Page and Rider G.	54-56

DISABILITY DETERMINATION SERVICES

DEFINITIONS

The following terms and abbreviations are defined as used herein.

ADA	Americans with Disabilities Act.
Agency	Agency may represent a State department, agency, office, board, commission or quasi-independent agency, board or commission, authority or institution
Bid/Proposal	The documents submitted by bidders to the Division of Purchases in response to this RFP.
Bidder	Any entity, organization or individual qualified to submit a proposal in response to this RFP.
Contract:	The resulting Agreement between the Department of Human Services and the successful bidder.
Contractor	The firm selected to, and awarded a contract to provide the services contained in this RFP and as contracted. For the purpose of this RFP, Contractor and Vendor are synonymous.
Department	(State) Department of Health and Human Services.
DHHS	(State) Department of Health and Human Services.
DDS	Disability Determination Services
FFY	Federal Fiscal Year
MFASIS	Maine Financial And Administrative Statewide Information Systems – These systems include the statewide Accounting, Human Resources/Payroll, Human Resource and Financial Information Warehouses, and current Budget Management systems.
OIAS	Office of Integrated Access and Support
Project Manager	Project Manager is the sole point of contact for all bidders, and is responsible for all activities designated to the Project Manager within the RFP, including but not limited to, distribution of RFPs and day-to-day contact with bidders.

DISABILITY DETERMINATION SERVICES

RFP	Request for Proposal.
SFY	State Fiscal Year.
State	The State of Maine.
Subcontractor	Any person not in the employ of the vendor or any organization not owned by the Vendor, performing work that is the responsibility of the Vendor under a contract resulting from this solicitation.

1.0 **INTRODUCTION**

The Social Security Administration (SSA) contracts through the State of Maine for this Agency, Disability Determination Services (DDS) to determine if someone meets the criteria for Social Security disability benefits. In the process, DDS receives medical and psychological reports from claimants' treating health professionals. In addition, DDS schedules claimants for consultative examinations with independent health professionals. A large number of treating and consulting sources dictate their reports to a medical transcription company contracted by DDS.

1.1 **Background**

DDS adjudicates approximately 20,000 disability claims a year. As stated above, a significant number of health professionals prefer to use a dictation service to render their reports which lessens the time between an examination and the report of findings. We estimate 20,000 lines are transcribed weekly.

1.2 **Acquiring Office And Project Management**

The Department of Health and Human Services is the acquiring office. The Project Manager for this effort is:

Dan Asselin	Voice: 207-377-9502
Disability Determination Services	Fax: 1-866-652-7253
State House Station 116	E-mail: Daniel.Asselin@ssa.gov
Augusta, Maine	

1.3 **Summary Of Key Events**

The State reserves the right to adjust any of these dates. If the dates are adjusted, all bidders who have received a copy of the RFP from the Project Manager will be notified in writing.

<u>Activity</u>	<u>Date</u>
1. Request for Proposals Issued	February 15, 2007
2. Deadline for Written Questions	12:00 p.m. local time March 2, 2007
3. Response to Written Questions	March 12, 2007
4. Proposal Due Date	2:00 p.m. local time March 23, 2007

1.4 **RFP Organization**

This RFP is organized into five sections and appendices.

- **Section 1 -- Introduction** provides bidders with general information on the objectives of this RFP, the State agencies involved in this procurement, the definitions, Current State of Maine technology relevant to this procurement, and the RFP organization.

DISABILITY DETERMINATION SERVICES

- **Section 2 -- General Procedures and Instructions** provides bidders with general information on the procurement process and procurement rules. This section also describes the requirements the bidders must follow for the packaging and submission of the technical and cost proposals submitted in response to the RFP.
- **Section 3 – Preparing the Proposal** defines the requirements for information on bidder identification, qualification, and experience. It also defines the requirements that bidders must follow in preparing the proposal including product features and cost information.
- **Section 4 -- Terms and Conditions** describes mandatory contractual provisions, payment provisions, and damages that may be imposed for contractor non-performance.
- **Section 5 -- Scope of Work** provides an overview of the scope of work and the tasks to be performed, State and contractor responsibilities, service specifications and requirements.

The appendices are included to supplement the information presented in this RFP.

- **Appendix A – Sample Health and Human Services Contract** provides a sample of the terms and conditions expected of the successful bidder
- **Appendix B – Proposal Cover page and Rider G, Provision of Contract Services by Foreign Nationals**, must be completed and attached to the front of the proposal.

2.0 GENERAL PROCEDURES AND INSTRUCTIONS

This section contains solicitation procedures, general proposal format information and submission instructions.

2.1 General Information

This Request for Proposals (RFP) is designed to select a qualified vendor who will be responsible for transcribing medical or psychological records dictated by health professionals.

The selected vendor will be responsible for providing services to meet the requirements identified in this RFP, and will be held accountable for meeting these requirements. Proposals must conform to the mandatory requirements of the RFP. No payment will be made under the resulting contract until approved by the Department.

It is the intent of the Department to select one vendor to function as prime contractor for this project for the contract year beginning 6/1/2007 and ending 5/31/2008.

Proposals must conform to all instructions, conditions, and requirements included in the RFP. Bidders are expected to carefully examine all documentation, schedules, and requirements stipulated in this RFP and respond to each requirement in their proposals in the format prescribed.

2.2 Type of Contract

This contract will be fixed price per line. DDS requires a minimum of 65 characters per line and the bidder **must** describe how the 65 character line is determined.

In addition to the provisions of this RFP and the winning proposal, which will be incorporated in the resulting contract, any additional clauses or provisions required by Federal or State law or regulation in effect at the time of execution of the resulting contract will be included (in priority order) as detailed in Subsection 4.1.

The Department reserves the right to make a contract award without any further discussion with the bidders regarding the proposals received. Therefore, proposals should be submitted initially on the most favorable terms available from a price and technical standpoint. The Department, however, reserves the right to conduct discussions with all responsible bidders who submit proposals determined to be reasonably likely of being selected for award.

2.3 Ineligible Bidders

Any contractor or vendor subcontractor involved in the preparation of this RFP and/or involved in the evaluation of proposals will not be permitted

to be selected to perform any tasks resulting from this RFP. Eligible bidders are all public, private for profit or not for profit incorporated entities.

2.4 Communications with State Staff

From the date of issue of this RFP and until a determination is made and announced regarding the selection of a vendor, all contact except those made pursuant to any pre-existing obligation, with personnel employed or contracted to the State of Maine must be approved in writing by the Project Manager. The only exceptions to these restrictions are:

- State personnel involved in oral presentations or personnel interviews (Department option).

Violation of this provision may result in disqualification of the bidder's proposal. Bidders are advised that only the Project Manager can clarify issues or render any opinion regarding the RFP. No individual member of the Department, employee of the State or member of the selection committee is empowered to make binding statements regarding this RFP. The Project Manager will issue any clarifications regarding the RFP in writing.

2.5 Written Questions and Answers

Questions regarding the meaning of any RFP provision must be submitted in writing to the Project Manager, in an envelope clearly marked "Maine Disability Determination Service Medical Transcription Service, Procurement Questions". Questions may be transmitted by FAX but must include a cover sheet clearly indicating that the transmission is to the attention of the Project Manager showing the number of pages transmitted, and be clearly marked "Maine Disability Determination Service Medical Transcription Service, Procurement Questions". Questions may also be sent via e-mail to the Project Manager or DHHS Web page. The Department assumes no liability for assuring accurate/complete FAX or e-mail transmission/receipt and will not acknowledge receipt except by addressing the questions received.

Under no circumstances will questions asked in other than written form be entertained.

The Department will respond in writing to all substantive questions received. Only those answers received in writing will be considered binding. Any information given to bidders concerning the RFP including written questions and answers will be furnished in writing to all bidders who have received a copy of the RFP from the Project Manager.

2.6 Oral Presentation

At the Department's option, oral presentations by bidders may be requested for the purpose of explaining or clarifying characteristics or significant elements related to the proposals. Bidders will not be allowed to alter or amend their proposals through the presentation process. Bidders will not be permitted to attend competitor oral presentations. The Department reserves the right to require and conduct oral presentations with bidders who submit proposals determined to be reasonably likely of being selected for award.

2.7 Personnel Interviews

At the Department's option, key personnel proposed by bidders may be requested to participate in a structured interview to determine their understanding of the service requirements, their authority and reporting relationship within the firm, management style, and any other relevant information. Bidders will not be allowed to alter or amend their proposals through the interview process, nor will they be permitted to attend competitor interviews.

2.8 Disclosure of Data

According to State procurement law, the content of all proposals, correspondence, addenda, memoranda, working papers, or any other medium which discloses any aspect of the Request for Proposals process will be considered public information when the award decision is announced. This includes all proposals received in response to this RFP, both the selected proposal and the proposal(s) not selected, and includes information in those proposals that a bidder may consider to be proprietary in nature. Therefore, the State makes no representation that it can or will maintain the confidentiality of such information.

2.9 Cost of Proposal Preparation

The entire cost for the preparation and submission of a proposal, and the attendance at any oral presentation, or personnel interviews will be borne by the bidder.

2.10 Proposals

Following is a description of the proposal submission requirements.

2.10.1 Submission of Proposals

To facilitate the proposal evaluation process, one (1) original and five (5) duplicate paper copies (total of 6), plus one electronic copy (optional) of the entire proposal must be delivered by:

2:00 p.m. local time on March 23, 2007

To:

Division of Purchases
Burton M. Cross Building, 4th Floor
111 Sewall Street
9 State House Station
Augusta, ME 04333-0009

The proposal must be submitted in accordance with the instructions identified below.

Proposals that arrive late or at a location other than that noted above will be rejected.

Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to requirements, and completeness and clarity of content. Elaborate proposals are neither necessary nor desirable. If the bidder's proposal is presented in a fashion that makes evaluation difficult or overly time-consuming, it is likely that points will be sacrificed in the evaluation process.

The proposal must be bound on standard 8 ½" by 11" paper, except that charts, diagrams, and the like, which may be on foldouts which, when folded fit into the 8 ½" x 11" format. All pages must be consecutively numbered, starting with page 1. Figures and tables must be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text.

The proposal may also be delivered electronically in MS WORD format on either a 3.5" floppy diskette or CD.

A package containing the one (1) original and five (5) duplicate paper copies **(total of 6)**, plus one electronic copy of the proposal (optional) must be delivered by the date and time to the Bureau of Purchases at the address given in Subsection 2.10.1. The electronic copy (floppy disk or CD) may be included with the original proposal. The face of the package, whether mailed or hand delivered must bear the following legend, "Maine

DISABILITY DETERMINATION SERVICES

Disability Determination Service Medical Transcription Service--
Confidential -- Open by Addressee Only”

An official authorized to legally bind the bidder must sign the proposal. The original copy of the proposal (original signature(s) required) will be marked “Original”.

2.10.2 Proposal Sections

The proposal must consist of Six (6) parts.

The applicant must address, in writing, each item in this RFP. A summary cover sheet must be attached. Components of the Bid include:

1. Transmittal Letter
2. Executive Summary
3. Vendor Qualifications
4. Work Sample
5. Costs and Billing
6. Completion of Proposal Cover Page and Rider G.

Detailed instructions for the completion of the Proposal are found in Section 3 of this RFP.

2.10.3 Rejection of Proposals

The Department reserves the right to reject proposals that contain material deviations from the requirements of this RFP. It is understood that all proposals, whether rejected or not, will become part of the Department’s official file.

2.10.4 Revision of Proposals

The Department reserves the right to amend the RFP prior to the proposal due date. All bidders who received a copy of the RFP from the Project Manager will be notified in writing of any amendments to the RFP a minimum of seven (7) days prior to the due date. Should an amendment be issued with fewer than seven (7) days remaining prior to the date, the due date will be extended. The Department will not be responsible for any additional costs incurred as a result of any such changes in the RFP.

2.10.5 Proposal Evaluation

The Department will evaluate the proposals in accordance with the criteria set forth in Subsection 2.13.2

2.11 Rights of State Government

This RFP does not commit the Department to award a contract, or pay any cost incurred in the preparation of a proposal for this RFP. The

DISABILITY DETERMINATION SERVICES

Department reserves the right to reject all proposals, and at its discretion may cancel or amend this RFP at any time.

By submitting a proposal in response to this RFP, the bidder grants to the Department the right to contact or arrange a visit in person with any or all of the bidder's clients.

2.12 **Notification of Bidder Selection**

ALL BIDDERS WILL BE NOTIFIED IN WRITING AFTER THE SELECTION OF A SUCCESSFUL BIDDER.

2.13 **Evaluation of proposals and contract award**

The Department will select the successful bidder through a formal evaluation process, as outlined in this section. Consideration will be given to capabilities or advantages that are clearly described in the proposal, confirmed by oral presentations or interviews if required, and verified by information from reference sources contacted by the Department. The Department reserves the right to contact individuals, entities or organizations who have had recent dealings with the firm or staff proposed whether they are identified as references or not.

2.13.1 **Initial screening**

Initial screening will consist of the review of proposal compliance with the mandatory proposal submission requirements of this RFP.

2.13.2 **Evaluation**

Those proposals that pass the Initial Screening will be evaluated for the ability to meet the requirements identified in this RFP. Costs are to be an accurate representation of any and all goods and/or services to be provided.

The proposal evaluation will consist of four (4) areas totaling one hundred (100) points. The available points will be distributed as follows:

Proposal Section	Points
1) <u>COST:</u> All bids will be by the line. This bid should include cost of transcribing the report; transmission of reports and other cost items, which are stated in this RFP especially, but not limited to, Sections 2.2, 2.9, 3.5 and 5. DDS expects a minimum of 65 characters per line. The bid must specify the number of character per line and how a 65 character line is derived.	25
2) <u>EXPERIENCE:</u> DDS will be especially interested on the bidder experience with large accounts or other DDS's. References will be contacted.	25

DISABILITY DETERMINATION SERVICES

3) <u>CUSTOMER SERVICE:</u> DDS will consider how promptly service is provided when there is a need. The bid must include a contact person, especially at management level for service. DDS will verify the bidder's commitment to service through references.	25
4) <u>TECHNICAL EXPERTISE:</u> In this area DDS will consider the turn around time (see Section 5 of RFP) from dictation to transcription and transmission of reports to DDS, as well as, the manner of transmission including security (HIPPA)	25
TOTAL	100

2.14 **Evaluation factors and award points**

Each member of the evaluation committee will evaluate the proposal responses. The selection of a vendor will be based on considerations from all phases of the evaluation process. Where items do not lend themselves to a strict numerical evaluation, a subjective rating based on the collective opinion and experience of the selection committee will be used.

During the evaluation, the evaluation and selection committee reserves the right to hold discussions with bidders to obtain clarification of pertinent items in their proposals. Any such discussion may only address services offered in the bidder's proposal; the offering may not be changed or altered. These discussions will be in accordance with applicable State procurement procedures. However, the State reserves the right to make an award without further support of the proposal received. Therefore, it is important that each proposal be submitted in the most favorable manner possible

2.15 **Additional Presentations/Interviews**

At the Department's option, top-scoring bidders may be requested to participate in oral presentations and personnel interviews. Following presentations and/or interviews, scores may be adjusted on the basis of information presented in these forums.

2.16 **Contract Award**

The Department's evaluation will result in the selection of a proposal which, taken as a whole, is best value to the Department. After analysis, evaluation and validation of bidder responses, the Department will notify all bidders in writing concerning their selection. The Department may require the selected bidder to participate in contract negotiations and to submit such price, technical or other revisions to their proposal as may result from negotiations. Upon resolution of the final negotiations, the Department will prepare a final contract and award. If for any reason the Department is unable to obtain an acceptable contract with the selected bidder, the selected bidder will be disqualified. In this event, the

Department may then proceed to negotiate a contract with bidder of the next highest rated proposal, or may cancel negotiations entirely at the Department's discretion.

It is to be understood by all parties that the negotiated contract will be made in the best possible interest of the State and that the award decision will be final. The RFP and the proposal of the successful bidder will, at the Department's option, be incorporated into and form the basis of a legal contract. The contract will also include the provisions set forth in the standard State contract (sample copy attached in Appendix A) as well as any additional clauses or provisions required by Federal or State law or regulation in effect at the time of execution of the contract.

2.17 Required Contractual Provisions

There are certain requirements, established by the State, with respect to proposals submitted in response to this RFP. The words "shall", "must", and "will" (except when used to denote futurity) will be considered as indicative of a requirement in this RFP. Such requirements are to be considered as material to this procurement and may only be waived, in advance of submission of the proposal, by the Project Manager.

2.18 Financial Capacity and Stability

Evidence of adequate financial capacity and stability is a prerequisite to the award of a contract. Bidders must include in their Executive Summary financial documentation to establish their financial stability. This documentation must be submitted in accordance with the requirements of Section 3 of this RFP. The Department reserves the right to request any additional information to assure itself of a bidder's financial status.

2.19 Term

This contract for services is for one year beginning June 1, 2007 ending 5/31/2008 with an option to renew on an annual basis for up to two additional years. At the end of any contract year, at the Department's option, the contract may be extended to include transition support.

3.0 PREPARING THE PROPOSAL

This section describes the requirements that must be met by bidders in preparing the Proposal. The Proposal will consist of six (6), sections:

1. Transmittal Letter
2. Executive Summary
3. Vendor Qualifications
4. Sample Transcription
5. Costs and Billing
6. Completion of Proposal cover letter and Rider G.

The Proposal must be submitted according to the instructions set forth in Sections 2 and 3 of this RFP.

3.1 Transmittal Letter

Proposals must be accompanied by a letter of transmittal written on the bidder's official business stationery and signed by an official authorized to legally bind the bidder. This Transmittal Letter must include the following:

- An itemization of all materials and enclosures submitted in response to the RFP;
- The bidder's Federal Tax Identification Number;
- The name and telephone number of the bidder's representative who may be contacted for all contractual matters;
- A statement that the bidder believes the proposed products and services meet all the requirements set forth in the RFP;
- An unequivocal statement which acknowledges and agrees to all of the rights of the State including the procurement rules and procedures, terms and conditions, and all other rights and terms specified in this RFP;
- An unequivocal statement of the bidder's willingness to enter into an agreement with the State which includes the terms and conditions included in the sample contract in Appendix A;
- A statement that the person signing this proposal is authorized to make decisions as to the prices quoted and that (s)he has not participated, and will not participate, in any action contrary to the RFP;
- A statement that all pricing is in US dollars, and that all cost schedules have been completed and enclosed;
- A statement that any element of recurring or non-recurring cost that must be borne by the State has been identified and included in the bidder's proposal. This includes but is not limited to, hardware, software, maintenance, cabling, demonstration, consultation, shipping charges, installation costs, testing, manufacturer supplied programs, third-party software, licensing and systems support;

- If the use of subcontractor(s) is proposed, a statement from each subcontractor shall be appended to the transmittal letter and signed by an individual authorized to legally bind the subcontractor stating:
 - The scope and percentage of work to be performed by the subcontractor (measured as a percentage of total contract price), and
 - The subcontractor's capability and willingness to perform the work indicated;
- A statement that the proposal was developed without collusion;
- The bidder's assurance that the proposal will remain in full force and effect for at least ninety (90) days from the proposal due date specified in the RFP transmittal letter;
- A statement that the bidder agrees to participate in key personnel interview(s) and/or oral presentations(s), if opted by the Department;
- A statement that the proposed services and products provided will be compatible with the State standards for desktop software, e-mail, and networking.

The bidder may include other topics in the letter deemed appropriate.

3.2 Executive Summary

The Executive Summary will condense and highlight the contents of the Technical Proposal to provide the selection committee with a broad understanding of the bidder's proposal. This will be a concise overview summarizing the bidder's commitment to performing the contract. The Executive Summary will include highlights of the following:

- Qualifications of key personnel
- Significant features of the bidder's approach to fulfilling the requirements
- Previous relevant experience
- Financial capacity and stability

Bidders should present their understanding of the problems being addressed by this RFP, the objectives and the intended results. Bidders should describe their understanding of the products and services as requested by the Department of Health and Human Services. Bidders should summarize how their proposal meets the requirements of this RFP and why the bidder is best qualified to perform the work required.

3.3 Vendor Qualifications

The Vendor Qualifications and Technical Approach section of the Technical Proposal must consist of the following subsections:

- Vendor qualifications
- Technical approach

DISABILITY DETERMINATION SERVICES

- References
- Bidder identification and information
- Change in ownership
- Office location
- Relationships with the State
- Contract performance
- Bidder's qualifications and experience
- Staff qualifications
- Subcontracts/subcontractors
- Solution approach

3.3.1 Bidder Identification and Information

In response to this section of the RFP, bidders will:

- State the organization's full company or corporate name and give the address of the organization's headquarters office
- Specify how the entity is organized (proprietorship, partnership, corporation)
- Specify the State in which the bidder is incorporated or otherwise organized to do business
- Specify the year in which the bidder was first organized to do business, and whether or not the form of organization has changed in the interim (such as by subsequent incorporation, merger, or other organizational change), and any name changes. The intent of this requirement is to ascertain the longevity of continuous operation of the bidder, and the response should be formulated to provide that information as appropriate to the bidder's business circumstances
- Provide the Employer Identification Number.
- Describe significant changes, if any, in the organization which occurred during the current fiscal year or which are planned for the upcoming period.

3.3.2 Change in Ownership

If any change in ownership or control of the company is anticipated during the twelve (12) months following the proposal due date, describe the circumstances of such change and indicate when the change will likely occur.

3.3.3 Office Location

State the address of the bidder's office location responsible for performance under the resulting contracts with the State of Maine in the event the bidder becomes the selected vendor.

3.3.4 Relationships with the State

In this section, the bidder shall describe any relationships it, or its subcontractors, may have or have had with the State over the last twenty-four (24) months. If no such relationship exists, the bidder must so declare.

3.3.4.1 Prior and Existing Contracts. If the bidder, or its predecessor, or any subcontractor in the bidder's proposal has contracted with the State, identify the contract number and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

3.3.4.2 Bidder's Employee Relations to State. If any party named in the proposal is or was an employee of the State of Maine within the past twelve (12) months, identify the individual(s) by name, Social Security Number, State agency by which employed, job title or position held with the State, and separation date. If no such relationship exists, so declare.

3.3.5 Contract Performance

If the bidder or any proposed subcontractor has had a contract terminated for default during the past three (3) years, all such instances must be described as required below. Termination for default is defined as notice to stop performance due to the bidder's nonperformance or poor performance.

Bidders must submit full details of all terminations for default experienced by the bidder during the past three (3) years, including the other party's name, address and telephone number. The response to this subsection must present the bidder's position on the matter. If no such terminations for default have been experienced in the past three (3) years, so declare.

If at any time during the past three (3) years, the bidder has had a contract terminated for convenience, nonperformance, non-allocation of funds, or any other reason, which termination occurred before completion of all obligations under the initial contract provisions, describe fully all such terminations including the name and address of the other contracting party and the circumstances surrounding the termination. If no such early terminations have occurred in the past three years, so declare.

3.3.6 Bidder's Qualifications and Experience

Bidders shall provide a summary that lists their previous work similar to the services as requested in this RFP, in size, scope and complexity. The summary must include the following:

DISABILITY DETERMINATION SERVICES

- Describe the organization's current licensures, accreditations and certifications. (Provide copies of relevant paperwork)
- Availability of qualified and experienced personnel the availability of adequate facilities, general environment, and resources for the proposed services
- Adequacy of plans for the administration of the program
- The availability to perform the services by 6/01/07.

Bidders will also provide narrative descriptions to highlight the similarities between their experience and the services requested in this RFP. Bidder and subcontractor experience will be listed separately. Bidders will identify projects on which they gained experience in products and services specified in this RFP.

3.3.7 Staff Qualifications

Bidders will provide a summary of relevant experience of the proposed staff who will perform each of the major tasks areas described in this RFP. (Refer to Section 5)

The bidder will provide a narrative description of the experience each key staff member has in the areas relevant to this procurement and a current resume.

The current resume shall include the present position that the individual holds within the organization. If the identity of an individual is not known, a job description of the position is required. The State, in addition to assessing experience, will consider the resumes as a key indicator of the bidder's understanding of the skill mixes required to carryout the requirements of this RFP.

Bidder and subcontractor staff experience must be shown separately.

3.3.8 References

References will add to the substantiation that the bidder possesses the resources and understanding of the skills sufficient to carry out the requirements of this RFP.

3.4 Sample Transcription

The bidder will provide 2 samples of transcribed reports, a medical and a psychological in the format described in Section 5 of this RFP.

3.5 Costs and Billing

The Cost must comply with the requirements presented in this section. The Department reserves the right to review all aspects of the cost proposal for reasonableness and to request clarification of any cost proposal where the cost component shows significant and unsupported deviation from the bidder's proposal, industry norms or in areas where detailed pricing is required. Bidders should be particularly diligent in assuring cost components match proposal solutions, as proposals will be scored on costs as they are submitted at the time of the proposal submission.

3.5.1 Total Amount

The amount which represents the bidder's firm, fixed total cost for services inclusive of any and all tax liability (including Federal, State, local, and other), which may be incurred by the bidder for any activities defined by this RFP.

3.5.2 Billing

The Provider will submit an itemized bill biweekly with the number of typed transcribed lines, the date done and the number of hours needed to produce the transcription.

3.5 Proposal Cover Page and Rider G

Please complete the Proposal Cover Page and Rider G, Provision of Contract Services by Foreign Nationals found in Appendix B. Attached the completed documents to the front of Proposal.

4.0 TERMS AND CONDITIONS

This section of the RFP provides the Terms and Conditions associated with this procurement. The formal contract to be entered into with the successful bidder (hereinafter the "Contractor") shall contain, at a minimum, the terms and conditions set forth in this section and in the Sample Contract in Appendix A.

The term "Contract" as used here is defined as the legal agreement between the State and the successful bidder written as a result of this RFP.

4.1 General

The Contract between the Department of Health and Human Services and the Contractor shall include:

- 1) State of Maine Contract for Special Services, Page 1 signatures;
- 2) State of Maine Contract for Special Services, Rider B, Payment and Other Provisions;
- 3) State of Maine Contract for Special Services, Rider A, Specifications of Work to be Performed;
- 4) State of Maine Contract for Special Services, Rider C, Exceptions to Standard Rider B;
- 5) State of Maine Contract for Special Services, Rider D, Additional Provisions;
- 6) State of Maine Contract for Special Services, Rider E, Further Requirements;
- 7) State of Maine Contract for Special Services, Rider G, Provision of Contract Services by Foreign Nationals
- 8) State of Maine Department of Health and Human Services Request for Proposals, including all appendices and any amendments, and written questions and answers; and
- 9) The Contractor's proposal submitted in response to this RFP.

It is mutually understood and agreed that in the event of any conflict among the provisions of the documents, attachments, and/or exhibits that constitute the State of Maine Contract for Special Services with the vendor, referenced above, the conflict shall be resolved by giving precedence to the documents in the order listed, the Contractor's Proposal in response to the RFP being subordinate to all other listed documents. In the event that an issue is addressed in one document that is not addressed in the other documents, no conflict in language shall be deemed to occur. However, the State reserves the right to clarify any contractual relationship in writing with the concurrence of the contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the contractor's proposal.

No modification or change of any provision in the Contract shall be made, or be construed to have been made, unless such modification is mutually agreed to in writing by the Contractor and the State. The Contract modification will be incorporated as a written amendment to the Contract. Memoranda of understanding and correspondence shall not be construed as amendments to the Contract.

In Maine, authority to approve contracts on behalf of the State is vested in the initiating department, the State Contract Review Committee and the State Controller. The Contractor shall sign a contract which shall then be forwarded for approval and signature by all appropriate officials in the Maine State government. The Agreement Administrator shall be the single authority to act for the State under the Contract. Whenever the State is required by terms of the Contract to provide written notice to the Contractor, such notice must be signed by the Agreement Administrator or designee.

4.2 Deviations from the RFP

The requirements appearing in this RFP shall become a part of the terms and conditions of the Contract. Any deviations from the RFP must have been specifically defined by the Contractor in its proposal, which if accepted by the State, must become part of the Contract, but such deviations must not be in conflict with the basic nature of this offer. Such exceptions must be noted on BLUE paper attached to the Transmittal Letter (See Section 3.1). While the Department is very interested in the “best” solution that meets all its requirements, bidders should only take exceptions with due care since any exceptions deemed unacceptable by the Department may be grounds for eliminating or reducing the score of the bidder’s proposal. If the awarded bidder’s proposal includes any exceptions, the award itself will in no way indicate to the awarded bidder whether the exceptions, individually or collectively, are negotiable or non-negotiable

5.0 SCOPE OF WORK

1) All dictations received, as well as, the transcriptions are highly confidential, The Federal Privacy Act and similar Maine laws prohibit release of and the use of client information except by duly authorized DDS and /or SSA employee. The Provider will explain to each employee including subcontractors the importance of confidentiality and will have him or her sign a confidentiality agreement (refer to Rider D. Par. 3 Agreement for Purchased Services).

2) The Contractor will provide a dedicated line for selected dictating physicians. All communication, electronic telecommunication, and courier service expenses are the responsibility of the Contractor.

The dictation system must have the following capabilities:

a) Recorded Answer Message: This identifies for the health professional that he/she has reached the Maine Disability Determination Services' digital dictation system, and prompts the dictator through the necessary identifying information (e.g., the doctor's name and address, the claimant's name and Social Security Number, Document serial number (16 digits), site location (Maine S22), and the DDS Examiner's name).

b) Simultaneous Access by Multiple Dictators: The recording system must permit access by multiple dictators and must be available 24 hours per day, 7 days per week. The voice-activated dictation system must have the ability for playback and edit, stop/start features, and must automatically enable simultaneous telephone calls to "hunt" for the next available telephone line for dictation.

3) The Contractor will be responsible for the maintenance of all hardware and software used in the performance of this contract. In the event of a power failure or outage, the Contractor will provide for the automatic routing of dictation to another transcription facility, or some other alternative transcription capacity.

4) The Contractor will provide the dictating health professionals with wallet-size instruction cards, and will provide training in the proper use and features of the dictation system. The instructions will be sent to DDS in advance of the implementation, for mailing to the appropriate health professionals prior to start-up.

5) The typed report must resemble the format listed below:

a) Each report must contain the name and address of the dictating professional, the name and Social Security Number of the applicant, the document serial number, site location, the initials of the DDS Examiner, the initials of the

typist, and the date the report was dictated.

b) Typed lines may be single spaced with 1 1/4-inch margins in an easily readable font (type and font size) subject to DDS approval.

c) The final report is expected to be neat, clean, and error-free. DDS reserves the right to resubmit, at no additional cost, all material found to be in error.

- 6) The Contractor will forward the transcribed report electronically to the Social Security Administration Web site (eme.ssa.gov) as described below.

Requirements for Medical Transcribers to Access the ERE Web Site

SSA/DDS has established a secure Internet site to expedite the processing of consultative examination reports. It allows medical transcribers to post consultative examination reports to the site using any of the electronic formats described below. The consulting physician will be notified via email of a pending transcribed report. The physician may then access the report on the website and electronically sign and/or edit the report as appropriate. Listed below, are the requirements must be met in order to utilize this process.

- Need access to an Internet Browser that supports 128 bit encryption and TLS1.0 or SSL 3.0 protocols.
- In order to access the ERE web site an individual or an organization must register for a PIN and password. To register you must provide:
 1. Contact Name, address, phone number, and email address.
 2. Full legal name, physical and email addresses, date and place of birth, phone numbers and SSNs for all individuals within the organization that will have access to the PIN and password.
- You must be able to provide an electronic record of a transcription in one of the following electronic file formats: .doc, .jpg, .bmp, .txt, .xls, .html, .htm, .xft, .pdf, .tiff, and .tif.
- If registration requirements change you may have to provide additional registration information.
- If you register as an organization, we have a right to audit access for individuals using your PIN and password
- All access to the ERE web site must be limited to SSA/DDS approved business.
- If SSA Web site is not operational for more than a day, please fax the transcribed reports to a DDS supplied number. If faxing is not an option, the contractor may send the reports in an alternative method approved by DDS and at no extra cost to this agency.

7) The Contractor will retain copies of all reports for one year. The Contractor will provide a detailed log sheet on a daily basis with each transmission. The transmission verification should state the number of lines transcribed and transmitted for each report. At the end of an agreed upon interval, the Contractor

DISABILITY DETERMINATION SERVICES

will submit an invoice for all the work transcribed and transmitted during the week, specifying the total number of lines transcribed.

8) The workload will average between 15,000 to 20,000 lines per week. The Contractor is not assured of any volume, and the volume may vary due to circumstances. The contractor will bill DDS cost per line. (The bidding should be based on cost per line with a minimum of 65 characters).

9) The Contractor will be given a list of the select vendors from our Consultative Examination panel. The Contractor must have the capacity to add vendors as needed. The Contractor will also be given the names of DDS Examiners whose initials will be typed on the reports.

10) Turn-around time for these transcriptions will be 48 hours from the date of dictation.

11) The Contractor must provide DDS with a name and telephone number of a conveniently available person and appropriate back up for service.

12) If the performance standards, as outlined above, are not met for 15 continuous days excluding the transition period, DDS reserves the right to terminate this contract (refer to Rider B, Par. 15)

13) The Contractor will remain HIPAA compliant as described in Rider E.

APPENDIX A

(Sample Contract)

**STATE OF MAINE
DEPARTMENT OF HEALTH & HUMAN SERVICES**

PROVIDER SUMMARY PAGE

Community Agency/Program Name: _____

TTY: _____

Executive Director: _____

Telephone #: _____ Fax #: _____

Address: _____

E-mail address: _____

Agreement Contact Person: _____

Telephone #: _____ Fax #: _____

Address: _____

E-mail address: _____

Fiscal Contact Person: _____

Telephone #: _____ Fax #: _____

Address: _____

E-mail address: _____

Clinical Director: _____

Telephone #: _____ Fax #: _____

Address: _____

E-mail address: _____

IT Services Contact: _____

Telephone #: _____ Fax #: _____

Address: _____

E-mail address: _____

Other Contact Information:

List all locations where client services are provided and include the contact person, telephone number, and hours of service.

Service	Service Site	Contact Person	Telephone #	Hours of Service	License Type and Capacity

DISABILITY DETERMINATION SERVICES



STATE OF MAINE
STANDARD AGREEMENT COVER PAGE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

DHHS Agreement# _____

Encumbrance # _____

Community Agency Name: _____

Address: _____

Program Name: _____

Service: _____

Geographic Area Served: _____

DHHS District # _____ DHHS Region # _____ Employer ID#: _____

Agency Fiscal Year: _____ to _____

FOR DEPARTMENT USE ONLY
Agreement Period

Effective Date: _____

Termination Date: _____

Amended Effective Date: _____

Amended Termination Date: _____

Type of Agreement☐ Contract-State Services☐ Grant- Client Services☐ New☐ Renewal☐ Amendment☐ Budget Revision

CFDA #	ACCOUNT #	FY 2007 Encumbrance	FY 2008 Encumbrance	Agreement Total
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
TOTALS		\$	\$	\$

Agreement Routing:

Agreement Administrator _____

Purchased Service Manager _____

State of Maine
~VENDOR FORM~
For New Vendors & for Updates on Current Vendors

Special Instructions:

PLEASE PRINT CLEARLY

Return this form to:

!!! All fields w/ * required for processing.

Only one name/vendor per a form. !!!

New Vendor

Address
Change

Multi Address

Name Change

Contact
Update

Social Security Number*
Individual or Sole Proprietor

S

OR

Please fill in ONE.

Federal Taxpayer ID Number*
Corporation

E

Business name in "DBA" field below.

Business name in "Name" field below.

!!! This form will affect all transactions with ALL state agencies. !!!

NEW:*

Remit to Address:

OLD:

Individual or Business Name.

Name*

Name

DBA or C/O

DBA or C/O

Address*

Address

Tel #*

Tel #

Is this the same name on your Social Security card?

Acct #: _____

If not, have you told Social Security about your name change?

Provider # _____

Signature*

Contact Name

Print Name or Title

Act Rec Contact Name

Date*

(within 3 months)

Phone # if Different or for Contact Info

Vendor Indicators: Enter Y (Yes) For All Categories Listed Below That Apply To This Vendor

Dealer:

Manufacturer:

Factory Rep:

Jobber:

Retailer:

Commodity:

Individual:

Partnership:

Incorporated:

Minority:

Small Business:

In-State:

Information on State Agency Submitting Vendor Form

State Agency* & SHS #

Contact Person Name & Title*

Telephone #*

Debarment Form

Vendor Name:

PO #:

Certification Regarding

Debarment, Suspension, and Other Responsibility Matters

Primary Covered Transactions

This certification is required by the requisitions implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE SIGNING CERTIFICATION, READ ATTACHED INSTRUCTIONS
WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification and

(d) Have not within a three-year period preceding this application/-proposal had one or more public transactions (Federal State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation of this proposal.

Name and Title of Authorized Representative

Signature

To: All Community Providers
From: Marie Hodgdon, Director, Division of Purchased Services
Kimberly Proffitt, EEO Coordinator
Date: October 18, 2006
Subject: Resolution Agreement re Title VI of the Civil Rights Act of 1964

In response to a grievance filed, the Commissioner of the Department of Health and Human Services has entered into a Resolution Agreement with the Office for Civil Rights that affirms the Department's commitment to compliance with all provisions of Title VI and its implementing regulations. The Resolution Agreement is specifically aimed at assuring "access to, and an equal opportunity to participate fully in the services, activities, programs or other benefits administered by ME DHHS." The full text of the Resolution Agreement may be found at the website for the DHHS Division of Purchased Services at maine.gov/dhhs/purchased-services/

One of the terms of the Resolution Agreement is that all "applicable grantees, contractors, cooperative agreement participants and other entities with which ME DHHS arranges or contracts for services execute an Assurance of Compliance certifying compliance with the requirements of Title VI...". In order to comply with this for current agreements, we are requiring all community providers to sign the attached Assurance of Compliance provided by the Office of Civil Rights and return to the Agreement Administrator. For future agreements, the Assurance will be included in each agreement for community services.

Please sign and return the attached Assurance to your Agreement Administrator by October 31, 2006. Due to the nature of the Resolution Agreement, we will need to withhold payments for any providers who do not return the Assurance by the due date.

Thank you for your cooperation in this. If you have any questions, please contact Kimberly Proffitt at 287-4289.

MAINE STATE DEPARTMENT OF HEALTH AND HUMAN SERVICES ASSURANCE OF COMPLIANCE

ASSURANCE OF COMPLIANCE WITH TITLES VI OF THE CIVIL RIGHTS ACT OF 1964, SECTION 504 OF THE REHABILITATION ACT OF 1973, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE DISCRIMINATION ACT OF 1975, THE CODE OF FAIR PRACTICES AND AFFIRMATIVE ACTION AND STATE OF MAINE EXECUTIVE ORDER 17/FY 04/05.

The Applicant provides this assurance in consideration of and for the purpose of obtaining Federal/State grants, loans, contracts, property, discounts or other Federal/State financial assistance from the U.S./State Departments of Health and Human Services.

THE APPLICANT HEREBY AGREES THAT IT WILL COMPLY WITH:

1. Titles VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Service (45 C.F.R. Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States, shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal/State financial assistance from the Department.
2. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap be excluded from participation in, be denied the benefits of, or subjected to discrimination under any program or activity for which the Applicant receives Federal/State financial assistance from the Department.
3. Title IX of the Educational Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of /or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal/State financial assistance from the Department.
4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in or be subjected to discrimination under any program or activity for which the Applicant receives Federal/State financial assistance from the Department.
5. The Code of Fair Practices and Affirmative Action, 5 M.R.S.A. § 781 *et. seq.*, to the end that, in accordance with the Code of Fair Practices and Affirmative Action, no state or state related agency contractor, subcontractor, or labor union or representative of the workers with which the contractor has an agreement will discriminate because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability while providing any function or service to the public, in enforcing any regulation, or in any education, counseling, vocational guidance, apprenticeship and on the job training programs, unless based upon a bona fide occupational qualification. During the performance of this contract, the applicant agrees as follows:
 - A. That it will not discriminate against any employee or applicant for employment because of race, color, religious creed, sex, national origin, ancestry, age physical or mental disability. Such action shall include, but not be limited to the following: Employment, upgrading, demotions, transfers, recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
 - B. The applicant will, in all solicitations or advertisements for employees place by or on behalf of the applicant, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age physical or mental disability.
 - C. The applicant will send to each labor union or representative of the workers with which has a collective or bargaining agreement, or other contract or understanding, whereby he is furnished with labor for the performances of his contract, a notice, to be provided by the contracting department or agency, advising the said labor union or workers' representative of the contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - D. The applicant will cause the foregoing provisions to be inserted in all contracts for any work covered by this agreement so that such provisions will be binding upon each subcontractor.
 - E. Applicants and subcontractors with contracts in excess of \$50,000 will also pursue in good faith affirmative action programs.

6. State of Maine Executive Order 17 FY 04/05 which provides that all contractors entering into contracts for services to be provided to or on behalf of the State of Maine not discriminate against any employee or applicant for employment because of that employee's or applicants sexual orientation. Solicitations or advertisements for employment by the contractor or subcontractor shall state that all qualified applicants will receive consideration for employment without regard to sexual orientation. Contractor will notify each labor union or workers' representative of the contractor's obligations under State of Maine Executive Order 17 FY 04/05 and post such notice in conspicuous places available to employees and applicants for employment. The contractor cause the requirement of State of Maine Executive Order 17 FY 04/05 to be inserted in all contracts for work covered by a State contract for services such that the requirements will be binding on any and all subcontractors.

The Applicant agrees that compliance with this assurance constitutes a condition of continued receipt of Federal/State financial assistance, and that it is binding upon the Applicant, its successors, transferees and assignees for the period during which such assistance is provided. The Applicant also agrees that the Department may withhold financial assistance to any recipient found to be in violation of the Maine Human Rights Act, 5 M.R.S.A. § 4551 *et. seq.* or the Federal Civil Rights Act, 42 U.S.A. § 1981 *et. seq.* in accordance with 5 M.R.S.A. § 783. If any real property or structure thereon is provided or improved with the aid of Federal/State financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal/State financial assistance is extended or for another purpose involving the provision of similar service or benefits. If any personal property is so provided, this assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. The Applicant further recognizes and agrees that the United States shall have the right to seek judicial enforcement of the assurance.

* Technical assistance and information relating to the requirements associated with sections 1 through 4 can be found at U.S. Health and Human Services Website: www.hhs.gov/ocr/pregrant/indexpg.html . Technical assistance and information regarding section 1 can also be found at the U.S. Equal Employment Opportunity Commission website: www.eeoc.gov . Technical assistance and information relating to the requirements associated with section 5 can be found at www.state.me.us/mhrc/laws.htm . For technical assistance and information relating to section 6 above, please refer to www.jan.wvu.edu/links/adalinks.html . Information relating to section 5 can be found at <http://janus.state.me.us/legis/statutes/search.asp>.

Persons whose signature(s) appear(s) below is/are authorized to sign this assurance, and commit the Applicant to the above provisions.

Date

Signature and Title of Authorized Official

Name of Applicant or Recipient

Name and Address of Agency

R: Aug 2005

**DHHS Division of Purchased Services
Agreement Authorization Form**

To: _____

From: _____

Date: _____

DHHS Program Contact: _____ **Office/Division/Program:** _____
(Name and Phone Number)

Purchased Services Manager: _____ **Financial/Fiscal Contact:** _____
Name and Phone Number)

Agreement Action: ☐ New ☐ Renewal ☐ Amendment
☐ Encumbered ☐ Unencumbered

Start Date: _____ End Date: _____

☐ RFP #: _____ ☐ Requesting Sole Source
*(Justification Required with
prior approval by Division of
Purchases)*

Vendor / Provider Information:

Company Name: _____ Phone: _____
Address: _____ EIN: _____
_____ Contact Name: _____

Agreement or Amendment Amount: \$ _____

CFDA #	Account #	FY 2007 Encumbrance	FY 2008 Encumbrance	Agreement Total
1				\$0.00
2				\$0.00
3				\$0.00
4				\$0.00
5				\$0.00
6				\$0.00
7				\$0.00
8				\$0.00
9				\$0.00
10				\$0.00
Totals		\$0.00	\$0.00	\$0.00

Scope of Work to be Performed: (please attach Rider A if needed)

Payment Schedule: (please describe the payment schedule and method)

DHHS Agreement #: _____
Encumbrance #: _____

**STATE OF MAINE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
Agreement to Purchase Services**

THIS AGREEMENT, made this _____ day of _____, _____, is by and between the State of Maine, Department of Health and Human Services, hereinafter called "Department," and _____ mailing address _____ physical address _____ hereinafter called "Provider, for the period of _____ to _____.

The Employer Identification Number of the Provider is _____.

WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Department, the Provider hereby agrees with the Department to furnish all qualified personnel, facilities, materials and services and in consultation with the Department, to perform the services, study or projects described in Rider A, and under the terms of this Agreement. The following riders are hereby incorporated into this Agreement and made part of it by reference:

- Rider A -- Specifications of Work to be Performed
- Rider B -- Payment and Other Provisions
- Rider C -- Rider B Exceptions
- Rider D -- Additional Requirements
- Rider E -- Program Requirements
- Rider F -- Budget; F-1 Agreement Settlement Form; F-2 Agreement Compliance Form
- Rider G --Provision of Contract Services by Foreign Nationals or Work Performed Abroad
- Rider I -- Assurance of Compliance

IN WITNESS WHEREOF, the Department and the Provider, by their representatives duly authorized, have executed this agreement in one original copy.

DEPARTMENT OF HEALTH AND HUMAN SERVICES

By: _____

Geoffrey W. Green, Deputy Commissioner for Operations and Support
And

By: _____
Name and Title, Provider Representative

Total Agreement Amount: \$ _____

Approved: _____
Chair, State Purchases Review Committee

RIDER A
SPECIFICATIONS OF WORK TO BE PERFORMED

I. AGREEMENT FUNDING SUMMARY

Funds are provided under this Agreement for the provision of _____ services. The level of funding and service descriptions are detailed in Section III Service Specifications and Performance Guidelines.

II. GENERAL REQUIREMENTS

- A. **Reporting.** The Provider shall submit quarterly financial and performance reports in accordance with the specifications of the Department, according to the following schedule: *(List reports and due dates)*

The Provider understands that the reports are due within the timeframes established and that the Department will not make subsequent payment installments under this Agreement until such reports are received, reviewed and accepted.

The Provider further agrees to submit such other data and reports as may be requested by the Agreement Administrator. The Provider shall submit all data and reports to the Department in accordance with 34-B M.R.S.A. §1207 and in accordance with Section 6 of Rider B of this Agreement.

- B. Others, such as survey, QI plan...

III. SERVICE SPECIFICATIONS AND PERFORMANCE GUIDELINES

*Standard definition for service
Agency specific description of their program
Performance standards, etc.*

RIDER B
METHOD OF PAYMENT AND OTHER PROVISIONS

1. **AGREEMENT AMOUNT** \$ _____

2. **INVOICES AND PAYMENTS** The Department will pay the provider as follows:

Payments are subject to the Provider's compliance with all items set forth in this Agreement and subject to the availability of funds. The Department will process approved payments within 30 days.

3. **BENEFITS AND DEDUCTIONS** If the Provider is an individual, the Provider understands and agrees that he/she is an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Provider further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Provider for his/her Income Tax records.

4. **INDEPENDENT CAPACITY** In the performance of this Agreement, the parties hereto agree that the Provider, and any agents and employees of the Provider shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.

5. **DEPARTMENT'S REPRESENTATIVE** The Agreement Administrator shall be the Department's representative during the period of this Agreement. He/she has authority to curtail services if necessary to ensure proper execution. He/she shall certify to the Department when payments under the Agreement are due and the amounts to be paid. He/she shall make decisions on all claims of the Provider, subject to the approval of the Commissioner of the Department.

6. **AGREEMENT ADMINISTRATOR** All progress reports, correspondence and related submissions from the Provider shall be submitted to:

Name: Alan Henry
Title: _____

Address: _____

who is designated as the Agreement Administrator on behalf of the Department for this Agreement, except where specified otherwise in this Agreement

The following is designated as the Program Administrator for this Agreement and shall be responsible for oversight of the programmatic aspects of this Agreement.

Name and Title: _____ Scott Mack, DDS Director _____

Address: _____

Telephone: _____

E-mail address _____

7. **CHANGES IN THE WORK** The Department may order changes in the work, the Agreement Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment, signed by both parties and approved by the State Purchases Review Committee. Said amendment must be effective prior to execution of the work.

8. **SUB-AGREEMENTS** Unless provided for in this Agreement, no arrangement shall be made by the Provider with any other party for furnishing any of the services herein contracted for without the consent and approval of the Agreement Administrator. Any sub-agreement hereunder entered into subsequent to the execution of this Agreement must be annotated "approved" by the Agreement Administrator before it is reimbursable hereunder. This provision will not be taken as requiring the approval of contracts of employment between the Provider and its employees assigned for services thereunder.

9. **SUBLETTING, ASSIGNMENT OR TRANSFER** The Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Agreement or any portion thereof, or of its right, title or interest therein, without written request to and written consent of the Agreement Administrator. No subcontracts or transfer of agreement shall in any case release the Provider of its liability under this Agreement.

10. **EQUAL EMPLOYMENT OPPORTUNITY** During the performance of this Agreement, the Provider agrees as follows:

a. The Provider shall not discriminate against any employee or applicant for employment relating to this Agreement because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The Provider shall take affirmative action to ensure that applicants are employed and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Provider agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

b. The Provider shall, in all solicitations or advertising for employees placed by or on behalf of the Provider relating to this Agreement, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.

c. The Provider shall send to each labor union or representative of the workers with which it has a collective bargaining agreement, or other agreement or understanding, whereby it is furnished with labor for the performance of this Agreement a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.

e. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.

f. Contractors and subcontractors with contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs.

g. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

11. **EMPLOYMENT AND PERSONNEL** The Provider shall not engage any person in the employ of any State Department or Agency in a position that would

constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. The Contractor shall not engage on a full-time, part-time or other basis during the period of this Agreement, any other personnel who are or have been at any time during the period of this Agreement in the employ of any State Department or Agency, except regularly retired employees, without the written consent of the State Purchases Review Committee. Further, the Provider shall not engage on this project on a full-time, part-time or other basis during the period of this Agreement any retired employee of the Department who has not been retired for at least one year, without the written consent of the State Purchases Review Committee. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

12. **STATE EMPLOYEES NOT TO BENEFIT** No individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise therefrom directly or indirectly that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. No other individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise therefrom directly or indirectly due to his employment by or financial interest in the Provider or any affiliate of the Provider, without the written consent of the State Purchases Review Committee. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

13. **WARRANTY** The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Agreement and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation of this warranty, the Department shall have the right to annul this Agreement without liability or, in its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

14. **ACCESS TO RECORDS** The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Agreement and make such materials available at its offices at all reasonable times during the period of this Agreement and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested.

15. **TERMINATION** The performance of work under the Agreement may be terminated by the Department in whole, or in part, whenever for any reason the Agreement Administrator shall determine that such termination is in the best interest of the Department. Any such termination shall be effected by delivery to the Provider of a Notice of Termination specifying the extent to which performance of the work under the Agreement is terminated and the date on which such termination becomes effective. The Agreement shall be equitably adjusted to compensate for such termination, and modified accordingly.

16. **GOVERNMENTAL REQUIREMENTS** The Provider warrants and represents that it will comply with all governmental ordinances, laws and regulations.

17. **GOVERNING LAW** This Agreement shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Agreement shall be brought in State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.

18. **STATE HELD HARMLESS** The Provider agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims, costs, expenses, injuries, liabilities, losses and damages of every kind and description (hereinafter in this paragraph referred to as "claims") resulting from or arising out of the performance of this Agreement by the Provider, its employees, agents, or subcontractors. Claims to which this indemnification applies include, but without limitation, the following: (i) claims suffered or incurred by any contractor, subcontractor, materialman, laborer and any other person, firm, corporation or other legal entity (hereinafter in this paragraph referred to as "person") providing work, services, materials, equipment or supplies in connection with the performance of this Agreement; (ii) claims arising out of a violation or infringement of any proprietary right, copyright, trademark, right of privacy or other right arising out of publication, translation, development, reproduction, delivery, use, or disposition of any data, information or other matter furnished or used in connection with this Agreement; (iii) Claims arising out of a libelous or other unlawful matter used or developed in connection with this Agreement; (iv) claims suffered or incurred by any person who may be otherwise injured or damaged in the performance of this Agreement; and (v) all legal costs and other expenses of defense against any asserted claims to which this indemnification applies. This indemnification does not extend to a claim that results solely and directly from (i) the Department's negligence or unlawful act, or (ii) action by the Provider taken in reasonable reliance upon an instruction or direction given by an authorized person acting on behalf of the Department in accordance with this Agreement.

19. **NOTICE OF CLAIMS** The Provider shall give the Contract Administrator immediate notice in writing of any legal action or suit filed related in any way to the Agreement or which may affect the performance of duties under the Agreement, and prompt notice of any claim made against the Provider by any subcontractor which may

result in litigation related in any way to the Agreement or which may affect the performance of duties under the Agreement.

20. **APPROVAL** This Agreement must have the approval of the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document.

21. **LIABILITY INSURANCE** The Provider shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Agreement with adequate liability coverage to protect itself and the Department from suits. Providers insured through a “risk retention group” insurer prior to July 1, 1991 may continue under that arrangement. Prior to or upon execution of this Agreement, the Provider shall furnish the Department with written or photocopied verification of the existence of such liability insurance policy.

22. **NON-APPROPRIATION** Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.

23. **SEVERABILITY** The invalidity or unenforceability of any particular provision or part thereof of this Agreement shall not affect the remainder of said provision or any other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

24. **INTEGRATION** All terms of this Agreement are to be interpreted in such a way as to be consistent at all times with the terms of Rider B (except for expressed exceptions to Rider B included in Rider C), followed in precedence by Rider A, and any remaining Riders in alphabetical order.

25. **FORCE MAJEURE** The Department may, at its discretion, excuse the performance of an obligation by a party under this Agreement in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. The Department may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.

26. **SET-OFF RIGHTS** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any monies due to the Provider under this Agreement up to any amounts due and owing to the State with regard to this Agreement, any other Agreement, any other Agreement with any State department or agency, including any Agreement for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.

27. **ENTIRE AGREEMENT** This document contains the entire Agreement of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Agreement that any implied waiver occurred between the parties which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Agreement, or to exercise an option or election under the Agreement, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Agreement or at law.

Rider D

1. Audit. Funds provided under this Agreement to community agencies for social services are subject to the audit requirements contained in the Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP-III), Federal OMB Circular A-110, and may further be subject to audit by authorized representatives of the Federal Government, according to the Agreement Settlement Form (pro forma) contained in Rider F (if applicable). This provision does not apply to contracts that provide only MaineCare seed funds. Please see <http://www.maine.gov/sos/cec/rules/10/chaps10.htm> for details on this requirement.

2. Reporting Suspected Abuse/Neglect. The Provider shall comply with the DHHS rules for reporting abuse or neglect of children or adults pursuant to 22 MRSA §§ 3477 and 4011-A. In addition, the Provider agrees to follow the DHHS rules on reportable events pursuant to 14-197 CMR ch. 9.

3. Confidentiality. The provider shall comply with Federal and State statutes and regulations for the protection of information of a confidential nature regarding all persons served under the terms of this Agreement. In addition, the provider shall comply with Title II, Subtitle F, Section 261-264 of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, titled "Administrative Simplification" and the rules and regulations promulgated thereunder.

To the extent the Provider is considered a Business Associate under HIPAA, the Provider shall execute and deliver in form acceptable to the Department a Business Associate agreement (BA agreement). The terms of the BA agreement shall be incorporated into this Agreement by reference. The Department shall have recourse to such remedies as are provided for in this Agreement for breach of contract, in the event the Provider either fails to execute and deliver such BA agreement to the Department or fails to adhere to the terms of the BA Agreement.

4. Lobbying. No Federal or State appropriated funds shall be expended by the Provider for influencing or attempting to influence, as prohibited by state or federal law, an officer or employee of any Federal or State agency, a member of Congress or a State Legislature, or an officer or employee of Congress or a State Legislature in connection with any of the following covered actions: the awarding of any agreement; the making of any grant; the entering into of any cooperative agreement; or the extension, continuation, renewal, amendment, or modification of any agreement, grant, or cooperative agreement. The signing of this Agreement fulfills the requirement that providers receiving over \$100,000 in Federal or State funds file with the Department with respect to this provision. If any other funds have been or will be paid to any person in connection with any of the covered actions specified in this provision, the Provider shall complete and submit a "Disclosure of Lobbying Activities" form available at <http://www.whitehouse.gov/omb/grants/#forms>.

5. Drug-Free Workplace. By signing this agreement, the Provider certifies that it shall provide a drug-free workplace by: publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition; establishing a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace, the grantee's policy of maintaining a drug-free workplace, available drug counseling and rehabilitation programs, employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace; providing a copy of the drug-free workplace statement to each employee to be engaged in the performance of this agreement; notifying the employees that as a condition of employment under the agreement the employee will abide by the terms of the statement and notify the employer of any criminal drug conviction for a violation occurring in the workplace no later than five days after such conviction.

The provider shall notify the state agency within ten days after receiving notice of criminal drug convictions occurring in the workplace from an employee, or otherwise receiving actual notice of such conviction, and will take one of the following actions within 30 days of receiving such notice with respect to any employee who is so convicted: take appropriate personnel action against the employee, up to and including termination, or requiring the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

6. Debarment and Suspension. By signing this agreement, the Provider certifies to the best of its knowledge and belief that it and all persons associated with the agreement, including persons or corporations who have critical influence on or control over the agreement, are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

The Provider further agrees that the Debarment and Suspension Provision shall be included, without modification, in all sub-agreements.

7. Environment Tobacco Smoke. By signing this agreement, the Provider certifies that it shall comply with the Pro-Children Act of 1994, P.L. 103-227, Part C, which requires that smoking not be permitted in any portion of any indoor facility owned, leased, or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or MaineCare funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil

monetary penalty of up to \$1,000 per day and/or the imposition of an administrative compliance order on the responsible entity.

Also, the provider of foster care services agrees that it will comply with Resolve 2003, c. 134, which prohibits smoking in the homes and vehicles operated by foster parents.

8. Medicare and MaineCare Anti-Kickback. By signing this agreement, the Provider agrees that it shall comply with the dictates of 42 U.S.C. 1320a-7b(b), which prohibits the solicitation or receipt of any direct or indirect remuneration in return for referring or arranging for the referral of an individual to a provider of goods or services that may be paid for with Medicare, MaineCare, or state health program funds.

<http://www.gpoaccess.gov/uscode/index.html>

9. Publications. When issuing reports, brochures, or other documents describing programs funded in whole or in part with funds provided through this agreement, the Provider agrees to clearly acknowledge the participation of the Department of Health and Human Services in the program. In addition, when issuing press releases and requests for proposals, the Provider shall clearly state the percentage of the total cost of the project or program to be financed with agreement funds and the dollar amount of agreement funds for the project or program.

10. Motor Vehicle Check. The Provider shall complete a check with the Bureau of Motor Vehicles on all of Provider's staff and volunteers who transport clients or who may transport clients. This check must be completed before the Provider allows the staff person or volunteer to transport clients, and at least every two years thereafter. If the record of a staff member or volunteer contains an arrest or conviction for Operating under the Influence or any other violations which, in the judgment of the Provider, indicate an unsafe driving history within the previous three (3) years, the Provider shall not permit the staff member or volunteer to transport clients. The Provider shall implement appropriate procedures to ensure compliance with the requirements of this section.

11. Ownership. All notebooks, plans, working papers, or other work produced in the performance of this Agreement, that are related to specific deliverables under this Agreement, are the property of the Department and upon request shall be turned over to the Department.

12. Software Ownership. Upon request, the State and all appropriate federal agencies shall receive a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to do so, all application software produced in the performance of this Agreement, including, but not limited to, all source, object, and executable code, data files, and job control language, or other system instructions. This requirement applies only to software that is a specific deliverable under this Agreement, or is integral to the program or service funded under this Agreement, and is primarily financed with funding provided under this Agreement.

13. Exceptions to OMB Circulars.

a. **Bad Debt.** Bad debt is defined as the operating expense incurred because of the failure to collect receivables, and the related costs to collect. Bad debts must be offset against identified non-State, non-Federal, unrestricted revenue. The provider must make a good faith effort to collect the receivable (e.g. through billing, pursuing through a collection agency, etc.)

b. **Interest Expense**

i. Per A-122, paragraph 23: costs incurred for interest on borrowed capital are unallowable. Interest on debt incurred after 9/29/95 to acquire or replace capital assets is allowable.

ii. DHHS exception allows interest on borrowed capital on or before 9/29/95 to be prorated and offset against DHHS agreement State revenue and other unrestricted non-Federal revenue.

(Note: interest incurred for short term cash flow loans can be offset using non-State, non-Federal unrestricted revenue).

c. **Interest Income.** Providers shall maintain advances of Department funds in interest-bearing accounts, unless the total agreement amount is less than \$120,000, throughout the contract period until settlement. Interest earned on state or federal funds must be returned to the Department; the provider may retain the first \$250 for administrative expenses. See federal circular A 110 paragraph 22 for more details.

d. **Travel.** The reimbursement rate for mileage charged to DHHS funded programs cannot exceed the reimbursement rate allowed for state employees. (5 M.R.S.A. §1541(13)(A).

e. Any other exceptions to OMB Circular A-122 are allowable only with prior written approval from the Department, and must be offset against identified unrestricted non-Federal revenue.

14. MaineCare Regulations. Providers who receive MaineCare funds will assure that their programmatic and financial management policies and procedures are in accordance with applicable MaineCare regulations and that their staff are familiar with the requirements of the applicable MaineCare service they are providing. Providers will ensure that they are in compliance with the applicable MaineCare regulation prior to billing for the service.

15. Revenue Maximization. The Provider shall conduct its services in such a way as to maximize revenues from MaineCare and other third-party sources such as private insurance as may be available to reduce the need for funds from the Department. Contract funds may not be used to pay for services that are reimbursable by other third party sources, such as private health insurance and MaineCare, under any circumstances. It is the Provider's obligation to seek and obtain reimbursement from other third party sources for any reimbursable services provided to covered individuals.

16. Background Checks. The Provider agrees to conduct background checks on all prospective employees, persons contracted or hired, consultants, volunteers, students, and other persons who may provide services under this contract. Background checks on persons professionally licensed by the State of Maine will include a confirmation that the

licensee is in good standing with the appropriate licensing board or entity. The Provider shall not hire or retain in any capacity any person who may directly provide services to a client under this contract if that person has a record of:

- a. any criminal conviction that involves client abuse, neglect or exploitation;
- b. any criminal conviction in connection to intentional, knowing or reckless conduct that caused, threatened, solicited or created the substantial risk of bodily injury to another person;
- c. any criminal conviction resulting from a sexual act, contact, touching or solicitation in connection to any victim; or
- d. any other criminal conviction, classified as Class A, B or C or the equivalent of any of these, within the preceding two years.

Employment of persons with records of such convictions more than two years ago is a matter within the Provider's discretion after consideration of the individual's criminal record in relation to the nature of the position.

The Provider shall contact child protective services units within State government to obtain any record of substantiated allegations of abuse, neglect or exploitation against an employment applicant before hiring the same. In the case of a child protective services investigation substantiating abuse, neglect or exploitation by a prospective employee of the Provider, it is the Provider's responsibility to decide what hiring action to take in response to that substantiation, while acting in accordance with licensing standards.

Rider E – Program Requirements

The following are additional program requirements:

1. HIPAA Business Associate Agreement

 X Applicable; refer to HIPAA Business Associate Agreement further on in this Rider.

 Not applicable for this agreement

2. Other;_____.

3. Other;_____.

HIPAA Business Associate Agreement

Definitions

Business Associate	“Business Associate” shall refer to <u>agency signing this contract</u> .
Covered Entity	“Covered Entity” shall refer to the Maine Department of Health & Human Services.
Individual	“Individual” shall have the same meaning as the term “individual” in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
Privacy Rule	“Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
Protected Health Information	“Protected Health Information” shall have the same meaning as the term “protected health information” in 45 CFR § 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
Required By Law	“Required By Law” shall have the same meaning as the term “required by law” in 45 CFR § 164.501.
Secretary	“Secretary” shall mean the Secretary of the Department of Health and Human Services or his designee.

Obligations and Activities of the Business Associate

The Business Associate agrees to:

- A. Not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required By Law.
- B. Use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- C. Mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of Protected Health Information by the Business Associate in violation of the requirements of this Agreement.
- D. Report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which the Business Associate becomes aware.

- E. Ensure that any agent, including a subcontractor, to whom the Business Associate provides Protected Health Information agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to information received from, or created or received by, the Business Associate on behalf of the Covered Entity.
- F. Provide access, at the request of the Covered Entity, and in a timely manner, to Protected Health Information to the Covered Entity or, as directed by the Covered Entity, to an Individual in order to meet the requirements under 45 CFR § 164.524.
- G. Make any amendment(s) to Protected Health Information that the Covered Entity directs or agrees to pursuant to 45 CFR § at the request of the Covered Entity or an Individual, and in a timely manner.
- H. Make available in a timely manner to the Covered Entity, or to the Secretary, internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by the Business Associate on behalf of, the Covered Entity.
- I. Document such disclosures of Protected Health Information and related information in accordance with 45 CFR § 164.528.
- J. Provide the Covered Entity or an Individual, in a timely manner, information collected in accordance with Rider A of this Agreement, to permit the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.
- K. Use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j)(1).

Permitted Uses and Disclosures by the Business Associate

Except as otherwise limited in this Business Associate Agreement, the Business Associate may use or disclose Protected Health Information, pursuant to this Agreement, for the following purposes: to perform functions, activities, or services for, or on behalf of, the Covered Entity; or as required by law. Any such use or disclosure may not violate the Privacy Rule if done by the Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

Obligations of the Covered Entity

The Covered Entity shall:

- A. Notify the Business Associate of any limitation(s) in its Notice of Privacy Practices of the Covered Entity in accordance with 45 CFR § 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of Protected Health Information.
- B. Notify the Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect the Business Associate's use or disclosure of Protected Health Information.

- C. Notify the Business Associate of any restriction to the use or disclosure of Protected Health Information that the Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of Protected Health Information.
- D. Not require the Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity.

Term and Termination.

- A. Term. The Term of this Agreement shall be effective as of the date specified in the Agreement to Purchase Services BP-54, and shall terminate when all of the Protected Health Information provided by the Covered Entity to the Business Associate, or created or received by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions of this Section. The confidentiality provisions of this Agreement shall survive indefinitely, even beyond the termination of this Agreement, or as required by law.
- B. Termination for Cause. Upon the Covered Entity's knowledge of a material breach of this Agreement by the Business Associate, the Covered Entity shall either:
 - 1. Provide an opportunity for the Business Associate to cure the breach or end the violation. The Covered Entity may terminate this Agreement if the Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity;
 - 2. Immediately terminate this Agreement if the Business Associate has breached a material term of this Agreement and cure is not possible; or
 - 3. If neither termination nor cure are feasible, the Covered Entity shall report the violation to the Secretary.
- C. Effect of Termination.
 - 1. Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, the Business Associate shall return or destroy all Protected Health Information received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity. This provision shall also apply to Protected Health Information that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of the Protected Health Information.
 - 2. In the event that the Business Associate determines that returning or destroying the Protected Health Information is infeasible, the Business Associate shall provide to the Covered Entity notification of the conditions that make return or destruction infeasible. The Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return

or destruction infeasible, for so long as the Business Associate maintains such Protected Health Information.

Miscellaneous

- A. Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.
- B. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Covered Entity to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191, and its implementing regulations.
- C. Survival. The respective rights and obligations of the Business Associate under this Agreement shall survive the termination of this Agreement.
- D. Interpretation. Any ambiguity in this Agreement shall be resolved to permit the Covered Entity to comply with the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191, and its implementing regulations.
- E. Invalid provision. If any provision of this Agreement is found to be invalid or unenforceable, the invalidity or unenforceability shall not affect any other provision of this Agreement.

APPENDIX B

**State of Maine
Department of Health and Human Services
DISABILITY DETERMINATION SERVICES**

PROPOSAL COVER PAGE

RFP:107214

TITLE: Medical Transcription Service

Applicant/Agency:		
Chief Executive Name/Title:		
TEL:	FAX:	E-mail:
Street Address:		
City/State/Zip:		
Program Manager		Lead Person: Proposal Preparation
Name:		Name:
Address:		Address:
TEL:		TEL:
Fax:		Fax:
e-mail:		e-mail:

PROPOSAL SUMMARY

Please summarize your proposal in the space below. Please give a concise description of the project (title, if appropriate), target population, geographic area served, and any other key facts. Attach this form to your narrative and budget forms.

Amount of Funding Requested	\$
------------------------------------	-----------

- o. No personnel currently employed by or under personal contract to the Department or any other State agency participated, either directly or indirectly, in any activities relating to the preparation of the Bidder's proposal.
- o. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a proposal.
- o. **The undersigned is authorized by the Board of Directors *[or other head official of the bidding organization]* to enter into contractual obligations on behalf of the above-named organization. All information provided in the enclosed proposal, both programmatic and financial, is, to the best of my knowledge, complete and accurate at the time of submission.**

Authorized Signature

Date

Name and Title (Typed)

Rider G

Provision of Contract Services by Foreign Nationals or Work Performed Abroad

The Maine Legislature has asked the Division of Purchases¹ to determine the country where contracted services will be performed.

The following contract/amendment has been executed with the State of Maine.

1	Division of Purchases Contract Reference
2	Contractor Name
< highlight and enter the Name of the Contractor >	
3	Brief Contract Service Description
< highlight and enter a Brief Description of the Service Provided >	

So that we may comply with the Legislature's request, please provide responses to the following questions. To successfully complete the questionnaire be alert for follow-up entries if certain responses are made.

Please show your responses in the spaces provided. You may mark any box with ☒ using your computer, keyboard & mouse. Highlight the box (☐) with your cursor and type a lowercase "x." If additional entries are needed, type to the right of the mark (>) shown in questions 1 and 3.

1. Will any of the services described in the contract's scope of work be performed outside of the United States of America?

☐ **No. Go to Q.3.**

☐ **Yes. If "Yes," show in what country(ies) below and Continue w/Q.2 and Q3.**

>

2. If you responded "Yes," above, who will perform any of the services described in the contract's scope of work?

☐ **Citizens of the USA living abroad.** ☐ **Foreign nationals.**

3. In what US state or foreign country is your firm incorporated?

>

Name of the Person Submitting the Information	Voice Phone Number

Thank you for completing this information.

Notification of Changes to the Information

A provision of the Resolve requires service providers to notify the Division of Purchases of any changes to this information.

¹ Resolve, Chapter 16, First Special Session-2005.