Maryland Department of Health (MDH)

REQUEST FOR PROPOSALS (RFP)

Pharmacy Point-of-Sale Electronic Claims Management Services

SOLICITATION NO. MDH/OPASS 19-17712

Issue Date: October 24, 2017

NOTICE

A Prospective Offeror that has received this document from the MDH website or https://emaryland.buyspeed.com/bso/, or that has received this document from a source other than the Procurement Officer, and that wishes to assure receipt of any changes or additional materials related to this RFP, should immediately contact the Procurement Officer and provide the Prospective Offeror's name and mailing address so that addenda to the RFP or other communications can be sent to the Prospective Offeror.

Minority Business Enterprises Are Encouraged to Respond to this Solicitation

STATE OF MARYLAND

***Maryland Department of Health* (*MDH*)**

RFP KEY INFORMATION SUMMARY SHEET

RFP Title:	Pharmacy Point-of-Sale Electronic Claims Management Services
RFP Number:	**MDH/OPASS OPASS-19-17712**
RFP Issuing Department:	Maryland Department Health (MDH) Medicaid Program / Office of Systems, Operations and Pharmacy 201 West Preston Street Baltimore, MD 21201
RFP Issue Date:	October 24, 2017
Proposals Due Date and Time:	December 7, 2017 2:00 PM Local Time
Questions Due Date and Time:	November 21, 2017 at 4:00 PM Local Time
Procurement Officer:	Queen Davis Phone: 410 767-5335 Fax: (410) 333-5958 e-mail: MDH.solicitationquestions@maryland.gov
Contract Manager:	Dixit Shah Phone: (410) 767-1455 Fax: (410) 333-5958 e-mail: MDH.solicitationquestions@maryland.gov
Send Proposals to (e-mail delivery strongly preferred):	Maryland Department of Health 201 West Preston Street, Room 416B Baltimore, MD 21201 Attention: Queen Davis queen..davis@maryland.gov
Send Questions (e-mail only) to:	e-mail address: MDH.solicitationquestions@maryland.gov
Contract Type	Fixed Price and Time and Materials
Contract Duration	Five (5) years and six (6) month base period (includes six (6) month implementation), and two (2) two (2) year options
MBE Subcontracting Goal:	**17%**
VSBE Subcontracting Goal:	0 %
Small Business Reserve	No
Pre-Proposal Conference:	November 7, 2017 at 1:00 PM – 4:00 PM Local Time 300 West Preston Street, Auditorium Baltimore, MD 21201 See Attachment E for Directions and Response Form

STATE OF MARYLAND

NOTICE TO OFFERORS/BIDDERS/CONTRACTORS

Maryland Wants to Do Business with You

Please let us know why you are not proposing. (Check all that apply).

☐ We do not offer the services/commodities requested.

☐ Busy with other commitments.

☐ Specifications are unclear or too restrictive.

☐ Timetable is unworkable.

☐ Bonding/Insurance requirements are prohibitive.

☐ Our experience with State of Maryland has not been satisfactory.

☐ Other (Please specify)

Additional Comments:

Please add suggestions for improvement here:

Name of commenter and Business (optional): _____

Contact Person (optional): _____ Phone (____) _____ - _____

Bid/proposal Number: **MDH/OPASS 19-17712** Entitled: ***Pharmacy Point-of-Sale Electronic Claims Management Services***

Your comments will help us improve the procurement process.

Thank You.

Please return your comments with your proposal. If you have chosen not to propose to this RFP, please e-mail this completed form to the Procurement Officer's e-mail address.

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1. GENERAL INFORMATION

1.1 Summary Statement

1.1.1 The Department of Health (the Department) is issuing this Request for Proposals (RFP) to provide Pharmacy Point of Sale Electronic Claims Management Services (POSECMS) to include the implementation of a POSECMS System and staff sufficient to meet the operational and technical requirements of this RFP.

1.1.2 It is the State's intention to obtain products/services, as specified in this RFP, through a Contract between the successful Offeror and the State. See Section 1.4 for contract duration information.

1.1.3 The Department intends to make a single award as a result of this RFP.

1.1.4 Offerors, either directly or through their Subcontractor(s), must be able to provide all products/services and meet all of the requirements requested in this solicitation and the successful Offeror (the Contractor) shall remain responsible for Contract performance regardless of Subcontractor participation in the work.

1.2 Abbreviations and Definitions

For the purposes of this RFP, the following abbreviations and terms have the meanings indicated below:

Term	Definition
340B price	The price at which drugs are purchased as authorized under Section 340B of the Public Health Service Act.
ACA New Adults	Affordable Care Act New Adults Program sub-group for FFS and MCOs.
Acceptable Use Policy (AUP)	A written policy documenting constraints and practices that a user must agree to in order to access a private network or the Internet.
Access	The ability or the means necessary to read, write, modify, or communicate data/information or otherwise use any information system resource.
ACD	Automatic Call Distribution.
Actual Acquisition Cost (AAC)	The amount paid by a provider for a drug or product less all discounts, rebates, refunds, chargebacks, incentives, and price reductions.
AHFS	American Hospital Formulary Services.
BAFO	Best and final offer.
BCC	Medicaid Breast and Cervical Cancer Program.

Term	Definition
BCCDT	Breast and Cervical Cancer Diagnosis and Treatment Program.
BHA	Behavioral Health Administration.
BPW	Board of Public Works.
Business Day(s)	The official Working Days of the week to include Monday through Friday. Official Working Days exclude State Holidays (see definition of "Normal State Business Hours" below).
Client Specification Agreement	Document which contains detail specifications for implementation of the Maryland Pharmacy Programs' policies and procedures for pharmacy services, which has been approved by the Department.
CMS	Centers for Medicare and Medicaid Services.
CMS 64.9r	CMS quarterly rebate and receipt report.
COB	Coordination of Benefits.
COMAR	Code of Maryland Regulations available on-line at www.dsd.state.md.us.
Connect:Direct	Permanent communications link that connects directly to a mainframe computer.
Contract	The Contract awarded to the successful Offeror pursuant to this RFP, the form of which is attached to this RFP as Attachment A.
Contract Commencement	The date the Contract is signed by The Department following approval of the Contract by The Board of Public Works, if such approval is required.
Contract Go-Live Date	The date, as specified in the Notice to Proceed, when the Contractor must begin providing services required by this solicitation.
Contract Manager	The State representative who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring the Contract to ensure compliance with the terms and conditions of the Contract, monitoring MBE and VSBE compliance, and achieving completion of the Contract on budget, on time, and within scope.

Term	Definition
Contract Officer (CO)	The Office of Procurement and Support Services (OPASS) designated individual assigned to facilitate the procurement process. The Procurement Officer may designate the Contract Officer to conduct components of the procurement on behalf of the Procurement Officer.
Contractor	The successful Offeror awarded the Contract by the State.
Contractor Personnel	Employees and agents and subcontractor employees and agents performing work at the direction of the Contractor under the terms of the Contract awarded from this RFP.
Contractor's Point of Contact (POC)	Person designated at the time of Contract award by the Contractor as the single point of contact with the authority and knowledge to resolve Contract issues.
Contraindicated Combination Use	The simultaneous use of two or more drugs whose combined pharmacological action produces an undesirable effect.
Data Breach	The unauthorized acquisition, use, modification or disclosure of Sensitive Data.
Deliverable Product Acceptance Form (DPAF)	This form is to be completed upon deliverable acceptance by the State prior to invoicing for the deliverables.
DEA	Drug Enforcement Administration.
Department - Maryland Department of Health	The unit of the Executive Branch of Maryland State government issuing the RFP.
DGS	Maryland Department of General Services.
Disease Management (DM)	A system of coordinated heath care interventions and communications for defined patient populations with conditions where self-care efforts can be implemented. Disease Management empowers individuals, working with other health care providers to manage their disease and prevent complications.
DMIS	Division of Management Information Systems.
DoIT	Maryland Department of Information Technology.
DOS	Date of Service.
Downtime	Downtime is when he System is inaccessible during anytime other than routine scheduled maintenance.
Drug Utilization Review Board (DUR Board)	A committee of health care professionals established in compliance with federal requirements to advise the Department on drug use.
DUM	Drug Use Management.

Term	Definition
Dunning	A demand for payment.
DUR	Drug Utilization Review.
ECC	Electronic Claims Capturing.
ECM	Electronic Claims Management.
EFT	Electronic Funds Transfer.
EHR	Electronic Health Records.
eMaryland Marketplace (eMM)	Maryland's online procurement system.
Encounter data	Information documenting a service to an enrollee.
End User License Agreement (EULA)	The terms of service governing access to and use of the software services provided pursuant to this Contract.
E-Prescribing	The transmission, using electronic media, of prescription or prescription-related information between a Prescriber, dispensers, pharmacy benefit manager, or health plan, either directly or through an intermediary, including 2-way transmissions between the point-of-care and dispense and decision support to aid in safer, more informed prescribing access to drug-to-drug interactions, patient medication history, and formulary and benefits information.
EPSDT	Early and periodic screening, diagnostic, and treatment.
EVS	Eligibility Verification System.
FFP	Federal Financial Participation.
FFS	Fee For Service.
Fixed Price	Pricing option which places responsibility on the Contractor for the delivery of any products and the complete performance of any services in accordance with the RFP at a price that is not subject to adjustment.
FP	Family Planning Program for FFS
FUL	Federal Upper Limit.
GAAP	Generally Accepted Accounting Principles.
HCPC / J-Code	Coding for injectable drugs usually administered in the physician's office.

Term	Definition
HealthChoice	The official name of Maryland's Medicaid Managed Care Program. It is a mandatory Program for most of the Medical Assistance Participants. A Participant in HealthChoice will receive health care services through a managed care organization (MCO). The MCO is responsible for meeting almost all of the Participant's health needs, except for behavioral health services and certain other limited services. Medicaid pays the MCO a monthly capitation rate for each Participant. Different Participants will have different capitation rates depending on factors such as age or special medical conditions, area of residence, etc.
HIPAA	Health Insurance Portability and Accountability Act
ICD 10 CM	International Classification of Diseases, Tenth Revision, Clinical Modification.
Information System	A discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.
Information Technology (IT)	All electronic information-processing hardware and software, including: (a) maintenance; (b) telecommunications; and (c) associated consulting services.
Innovator Multiple Source Drug	A multiple source drug that was originally marketed under an original new drug application (NDA) approved by the Food and Drug Administration (FDA), including an authorized generic.
KDP	Kidney Disease Program.
Key Personnel	Contractor Personnel that, should they leave during the performance period, will, in the State's opinion, have a substantial negative impact on the Contractor's performance under the Contract.
LAN	Local Area Network.
Local Time	Time in the Eastern Time Zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such.
LTC	Long Term Care.
MA	Medical Assistance.
MADAP	Maryland AIDS Drug Assistance Program.

Term	Definition
Maryland Pharmacy Programs (MPP)	Includes Maryland Medicaid Pharmacy Program (MMPP), Maryland State-Only Program (MSOP), Maryland AIDS Drug Assistance Program (MADAP), Kidney Disease Program (KDP) and the Breast and Cervical Cancer Diagnosis and Treatment Program (BCCDT).
Maryland State-Only Program (MSOP)	Program administered and financed by the State for individuals who do not meet the technical requirements of Title XIX of the Social Security Act and for whom the State does not claim federal financial participation.
MCHP	Maryland Children's Health Insurance Program for FFS and MCO.
MCO	Managed Care Organization.
Medication Therapy Management (MTM)	A service or group of services that optimize therapeutic outcomes for individual patients. Medication therapy management services include medication therapy reviews, pharmacotherapy consults, anticoagulation management, immunizations, health and wellness Programs and many other clinical services.
Medwatch Form	A Maryland specific form used by the provider to request Brand Name Drug when medically necessary.
Minority Business Enterprise (MBE)	Any legal entity certified as defined at COMAR 21.01.02.01B(54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.
MMIS II	Maryland's Medicaid Management Information System.
MMPP	Maryland Medicaid Pharmacy Program.
Monthly Charges	For purposes of SLA credit calculation, Monthly Charges are defined as the charges invoiced during the month of the breach for the monthly fixed services as set forth in Attachment F, Price Sheet.
NADAC	National Average Drug Acquisition Cost.
NCPDP	National Council for Prescription Drug Program
National Drug Code (NDC)	The identification number issued by the Food and Drug Administration (FDA) for a specific drug to identify the manufacturer, drug, and package size.
Normal State Business Hours	Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: www.dbm.maryland.gov - keyword State Holidays.

Term	Definition
Notice to Proceed (NTP)	A written notice from the Procurement Officer that, subject to the conditions of the Contract, work under the Contract is to begin as of a specified date. The start date listed in the NTP is the Go-Live Date, and is the official start date of the Contract for the actual delivery of services as described in this solicitation. After Contract commencement, additional NTPs may be issued by either the Procurement Officer or the Department Contract Manager regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.
NTP Date	The date specified in an NTP for work on the Contract or project to begin.
OBRA 90	Federal Omnibus Budget Reconciliation Act, October of 1990.
Offeror	An entity that submits a proposal in response to this RFP.
OSOP	Office of Systems, Operations & Pharmacy.
Over-utilization	The use of medication in excess of maximum therapeutic dosage regimens, beyond which no beneficial pharmacological effect can be achieved.
PA	Prior Authorization.
Patient Care Services (PCS)	The services rendered by the pharmacy provider for the benefits of Medicaid Participants, such as Medication Therapy Management and Disease Management.
PDL	Preferred Drug List
Personally Identifiable Information (PII)	Any information about an individual maintained by the State, including (1) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.
PMP	Project Management Plan.
Point of Contact (POC)	The individual named as the person to coordinate on a particular topic.
POS	Point-of-Sale.
POSECMS	Pharmacy Point-of-Sale Electronic Claims Management Services, which includes E-Prescribing, prospective drug utilization review (PRO-DUR), and coordinated PRO-DUR and drug rebate systems that incorporate the uniqueness of the Maryland Pharmacy Program, its policies, and operations.

Term	Definition
PPAs	Prior Period Adjustments.
Procurement Coordinator	The State representative designated by the Procurement Officer to perform certain duties related to this solicitation which is expressly set forth herein.
Procurement Officer	Prior to the award of any Contract, the sole point of contact in the State for purposes of this solicitation. After Contract award, the Procurement Officer has responsibilities as detailed in the Contract (Attachment A), and is the only State representative who can authorize changes to the Contract. The Department may change the Procurement Officer at any time by written notice to the Contractor.
Prospective Drug Utilization Review (PRO-DUR)	Computerized scrutiny of claims paid for physician, hospital, nursing home and pharmacy rendered services, which shall include but not be limited to considerations of quality, cost, appropriateness and necessity of prescription. Applies to the Participant for whom the prescription is written prior to dispensing.
Professional Dispensing Fee	Defined by 42 CFR § 447.502.
Proposal	As appropriate, either or both of an Offeror's Technical or Financial Proposal.
Protected Health Information (PHI)	Information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (i) that identifies the individual; or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
Provider	Health care Providers authorized to provide medical or pharmaceutical services pursuant to the provisions of Title XIX of the Social Security Act.
Public Behavioral Health System	The Program operated by the Behavioral Health Administration for the delivery of behavioral health services to eligible waiver and non-waiver eligible Participants.
QROA	Quarterly Rebate Offset Amount.
Request for Proposals (RFP)	This Request for Proposals , including any amendments / addenda thereto.
Rx	Prescription

Term	Definition
Security Incident	A violation or imminent threat of violation of computer security policies, Security Measures, acceptable use policies, or standard security practices. "Imminent threat of violation" is a situation in which the organization has a factual basis for believing that a specific incident is about to occur.
Security or Security Measures	The technology, policy and procedures that a) protects and b) controls access to networks, systems, and data.
Sensitive Data	Information about an individual that (1) can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; (2) is linked or linkable to an individual, such as medical, educational, financial, and employment information; or other proprietary or confidential data as defined by the State, including but not limited to "personal information" under Md. Code Ann., Commercial Law § 14-3501(d) and Md. Code Ann., State Govt. § 10-1301(c).
Service Level Agreement (SLA)	Measurable levels governing Contractor performance and establishing associated liquidated damages for failure to meet those performance standards.
SME	Subject Matter Expert.
SOC 2 Type II	Service Organization Control 2 Type II.
Software as a Service (SaaS)	Software-as-a-Service (SaaS) as used in this document is defined as the capability provided to the State to use the Contractor's applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin client interface such as a Web browser (e.g., Web-based email) or a Program interface. The State does not manage or control the underlying cloud infrastructure, including network, servers, operating systems, or storage, but may be permitted limited user-specific application configuration settings.
Specialty Behavioral Health Services	Any behavioral health services other than primary behavioral health services.
State	"State" means the State of Maryland.
State Actual Acquisition Cost (SAAC)	For those drugs or products identified by the Maryland Pharmacy Programs, the Programs' or its designee's calculation of AAC, based upon a survey of Providers actual prices paid to acquire drugs or products marketed or sold by specific manufacturers, when NADAC is unavailable.

Term	Definition
Subcontractor	An agent, service provider, supplier, or vendor selected by the Contractor to provide subcontracted services or products under the direction of the Contractor or other Subcontractors, and including any direct or indirect Subcontractors of a Subcontractor. Subcontractors are subject to the same terms and conditions as the Contractor.
System	Pharmacy Point of Sale Electronic Claims Management Services (POSECMS) to include the implementation of a POSECMS System and all ancillary systems necessary to meet the operational and technical requirements of this RFP.
System Availability	The period of time the System will work as required including non-operational periods associated with reliability, maintenance, and logistics.
System Go-Live Date	The date the system has been authorized by the Contract Manager to go into production and The Contractor shall begin providing all services required by this solicitation.
Technical Safeguards	The technology and the policy and procedures for its use that protect Sensitive Data and control access to it.
Total Evaluated Price	The Offeror's price as submitted on Attachment F - Price Sheet, upon which the Offeror's Financial Proposal will be evaluated. (see RFP Section 5.3).
TPL	Third Party Liability.
UAT	User Acceptance Testing.
Under-utilization	A failure to use medications in sufficient quantities or at appropriate intervals consistent with the generally accepted therapeutic regimens required to achieve desired pharmacological effect.
Upgrade	A new release of any component of the System (s) containing major new features, functionality and/or performance improvements. An Upgrade would conventionally be indicated where the version number is changed by incrementing the numeric digits to the left of the decimal point, e.g., versions 1.0, 2.0, 3.0, and 4.0 would each typically be Upgrades to prior versions.
URA	Unit Rebate Amount.
UROA	Unit Rebate Offset Amount.
USP	United States Pharmacopoeia.
WAN	Wide Area Network.
WBS	Work Breakdown Structure.

Term	Definition
Wholesale Acquisition Cost (WAC)	As defined by 42 U.S.C. § 1395W–3A.
Working Day(s)	Same as "Business Day(s)."

1.3 Contract Type

The contract(s) resulting from this solicitation shall be a combination of Fixed Price and Time and Materials as described in COMAR 21.06.03.06.A(1) and 21.06.03.06 A (2). Time and Materials arrangements will only apply to project-based work resulting from a request for Optional Services as described in Section 3.10 and described in Statement of Work (SOW) Agreement.

1.4 Contract Duration

1.4.1 The Contract shall start from the date of mutual contract execution by the parties ("Effective Date").

1.4.2 As of the NTP Date contained in a Notice to Proceed (NTP), the Contractor shall perform all activities required by the Contract, including the requirements of this solicitation and the offerings in its Technical Proposal, for the compensation described in its Financial Proposal.

1.4.3 The Contract resulting from this RFP shall be for five (5) and six (6) month base years from the Effective Date. The first six months of the base term is the implementation phase. The State, at its sole option, may renew the term of the Contract through two (2) additional two-year renewal options for up to a total potential Contract length of nine (9) years and a six (6) months.

1.4.4 The Contractor's obligations to pay invoices to subcontractors that provide products/services during the Contract term, as well as the audit, confidentiality, document retention, and indemnification obligations of the Contract (see Attachment A), shall survive expiration or termination of the Contract and continue in effect until all such obligations are satisfied.

1.5 Procurement Officer

The sole point of contact in the State for purposes of this RFP prior to the award of a contract is the Procurement Officer as listed Key Information Summary Sheet.

The Department may change the Procurement Officer at any time by written notice.

1.6 Contract Manager

The Department Contract Manager for the Contract is listed in the Key Information Summary Sheet.

The Department may change the Contract Manager at any time by written notice.

1.7 Pre-proposal Conference

1.7.1 A pre-proposal conference will be held at the time, date and location indicated on the Key Information Summary Sheet. Attendance at the pre-proposal conference is not mandatory, but all interested companies are encouraged to attend in order to facilitate better preparation of their proposals.

1.7.2 Seating at the pre-proposal conference will be limited to two (2) attendees per company. Attendees should bring a copy of the solicitation and a business card to help facilitate the sign-in process.

1.7.3 The pre-proposal conference will be summarized in writing. As promptly as is feasible subsequent to the pre-proposal conference, the attendance record and pre-proposal summary will be distributed via the same mechanism described for amendments and questions.

1.7.4 In order to assure adequate seating and other accommodations at the pre-proposal conference, please e-mail the Pre-Proposal Conference Response Form (Attachment E) no later than the time and date indicated on the form. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please call the Procurement Officer no later than five (5) business days prior to the pre-proposal conference. The Department will make reasonable efforts to provide such special accommodation.

1.8 eMaryland Marketplace (eMM)

1.8.1 eMaryland Marketplace (eMM) is an electronic commerce system administered by the Maryland Department of General Services (DGS). In addition to using the Department's website www.MDH.maryland.gov and possibly using other means for transmitting the RFP and associated materials, the RFP, pre-proposal conference summary and attendance sheet, Offerors' questions and the Procurement Officer's responses, addenda, and other solicitation related information will be made available via eMM.

1.8.2 In order to receive a contract award, a company must be registered on eMM. Guidelines can be found on the eMaryland Marketplace website at https://emaryland.buyspeed.com/bso/

1.9 Questions

1.9.1 Written questions from prospective Offerors will be accepted by the Procurement Officer prior to the Conference. If possible and appropriate, such questions will be answered at the Conference. (No substantive question will be answered prior to the Conference.) Questions to the Procurement Officer shall be submitted via e-mail to the Procurement Officer's e-mail address indicated in the RFP Key Information Summary Sheet (near the beginning of the solicitation, after the Title Page and Notice to Vendors). Please identify in the subject line the Solicitation Number and Title.

1.9.2 Questions will also be accepted subsequent to the Conference and should be submitted to the Procurement Officer via email no later than the due date for questions listed in the Key Summary Sheet

1.9.3 Only answers that have been answered in writing by the State can be considered final and binding.

1.10 Procurement Method

The Contract will be awarded in accordance with the Competitive Sealed Proposals procurement method as described in COMAR 21.05.03.

1.11 Proposals Due (Closing) Date and Time

1.11.1 Proposals, in the number and form set forth in Section 4 "Proposal Format," must be received by the Procurement Officer no later than the date and time listed on the Key Information Summary Sheet in order to be considered.

1.11.2 Requests for extension of this date or time shall not be granted. Offerors mailing Proposals should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.02.10, Proposals received by the Procurement Officer after the due date and time shall not be considered.

1.11.3 Proposals may be modified or withdrawn by written notice received by the Procurement Officer before the Proposals due time and date.

1.11.4 Companies not responding to this solicitation are requested to submit the "Notice to Offerors/Bidders/Contractors" form, which includes company information and the reason for not responding (e.g., too busy, cannot meet mandatory requirements).

1.12 Multiple or Alternate Proposals

Multiple and/or alternate Proposals will not be accepted.

1.13 Economy of Preparation

Proposals should be prepared simply and economically and provide a straightforward and concise description of the Offeror's Proposal to meet the requirements of this RFP.

1.14 Public Information Act Notice

1.14.1 Offerors should give specific attention to the clear identification of those portions of their proposals that they deem to be confidential, proprietary commercial information or trade secrets and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, General Provisions Article, Title 4, Md. Code Ann.,. (Also, see RFP Section 4.2.2.2 "Claim of Confidentiality"). This confidential and/or proprietary information should be identified by page and section number and placed after the Title Page and before the Table of Contents in the Technical Proposal and if applicable, separately in the Financial Proposal.

1.14.2 Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information must be disclosed.

1.15 Award Basis

A Contract shall be awarded to the responsible Offeror submitting the Proposal that has been determined to be the most advantageous to the State, considering price and evaluation factors set forth in this RFP (see COMAR 21.05.03.03F), for providing the products/services as specified in this RFP. See RFP Section 5 for further award information.

1.16 Oral Presentation

Offerors determined to be reasonably susceptible shall be required to make oral presentations to State representatives. Offerors must confirm in writing any substantive oral clarification of, or change in, their Proposals made in the course of discussions. Any such written clarifications or changes then become part of the Offeror's Proposal and are binding if the Contract is awarded. The Procurement Officer will notify Offerors of the time and place of oral presentations.

1.17 Duration of Proposal

Proposals submitted in response to this RFP are irrevocable for the latest of the following: 180 days following the closing date for submission of proposals, best and final offers (if requested), or the date any protest concerning this RFP is finally resolved. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

1.18 Revisions to the RFP

1.18.1 If it becomes necessary to revise this RFP before the due date for Proposals, the Department shall endeavor to provide addenda to all prospective Offerors that were sent this RFP or which are otherwise known by the Procurement Officer to have obtained this RFP. In addition, addenda to the RFP will be posted on the Department's procurement web page and through eMM. It remains the responsibility of all prospective Offerors to check all applicable websites for any addenda issued prior to the submission of Proposals. Addenda made after the due date for Proposals will be sent only to those Offerors that submitted a timely Proposal and that remain under award consideration as of the issuance date of the addenda.

1.18.2 Acknowledgment of the receipt of all addenda to this RFP issued before the Proposal due date shall be included in the Transmittal Letter accompanying the Offeror's Technical Proposal. Acknowledgement of the receipt of addenda to the RFP issued after the Proposal due date shall be in the manner specified in the addendum notice. Failure to acknowledge receipt of an addendum does not relieve the Offeror from complying with the terms, additions, deletions, or corrections set forth in the addendum, and may cause the Proposal to be deemed not susceptible for award.

1.19 Cancellations

The State reserves the right to cancel this RFP, accept or reject any and all Proposals, in whole or in part, received in response to this RFP, to waive or permit the cure of minor irregularities, and to conduct discussions with all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of the State. The State also reserves the right, in its sole discretion, to award a Contract based upon the written Proposals received without discussions or negotiations.

1.20 Incurred Expenses

The State will not be responsible for any costs incurred by any Offeror in preparing and submitting a Proposal, in making an oral presentation, in providing a demonstration, or in performing any other activities related to submitting a Proposal in response to this solicitation.

1.21 Protest/Disputes

Any protest or dispute related, respectively, to this solicitation or the Contract shall be subject to the provisions of COMAR 21.10 (Administrative and Civil Remedies).

1.22 Offeror Responsibilities

1.22.1 The successful Offeror shall be responsible for rendering products and services for which it has been selected as required by this RFP. All subcontractors shall be identified and a complete description of their role relative to the Proposal shall be included in the Offeror's Proposal. If applicable, subcontractors utilized in meeting the established MBE or VSBE participation goal(s) for this solicitation shall be identified as provided in the appropriate Attachment(s) of this RFP (see Section 1.33 "Minority Business Enterprise Goals" and Section 1.41 "Veteran-Owned Small Business Enterprise Goals").

1.22.2 If an Offeror that seeks to perform or provide the products/services required by this RFP is the subsidiary of another entity, all information submitted by the Offeror, such as but not limited to, references, financial reports, or experience and documentation (e.g. insurance policies, bonds, letters of credit) used to meet minimum qualifications, if any, shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror's Proposal shall contain an explicit statement that the parent organization will guarantee the performance of the subsidiary.

1.23 Substitution of Contractor Personnel

A. Key Personnel

For this Contract, the following positions to be identified in the Technical Proposal will be considered Key Personnel, and shall be required to meet the qualifications stated in Section 3.3.4 and Attachment U.

Project Manager

Account Manager

Deputy Account/System Manager

Rebate Account Manager

Call Center Manager

B. Continuous Performance of Key Personnel

Key Personnel shall be available to perform Contract requirements on the NTP Date. Unless explicitly authorized by the Contract Manager or specified in the Contract, Key Personnel shall be assigned to the State of Maryland as a dedicated resource.

Key personnel shall perform continuously for the duration of the Contract, or such lesser duration as specified in the Technical Proposal. Key Personnel may not be removed by the Contractor from working under the Contract without the prior written approval of the Contract Manager.

C. Definitions

For the purposes of this section, the following definitions apply:

1. **Extraordinary Personnel Event** – means leave under the Family Medical Leave Act; or an incapacitating injury or incapacitating illness; or other circumstances that in the sole discretion of the State warrant an extended leave of absence, such as extended jury duty or extended military service that precludes the individual from performing his/her job duties under the Contract.

2. **Incapacitating** – means any health circumstance that substantially impairs the ability of an individual to perform the job duties described for that individual's position in the RFP or the Contractor's Technical Proposal.

D. Contractor Personnel General Substitution Provisions

The following provisions apply to all of the circumstances of Contractor Personnel substitution described in paragraph E of this section.

1. The Contractor shall demonstrate to the Contract Manager's satisfaction that the proposed substitute has qualifications at least equal to those of the Contractor Personnel proposed to be replaced.

2. The Contractor shall provide the Contract Manager with a substitution request that shall include:

   a. A detailed explanation of the reason(s) for the substitution request;

   b. The resume of the proposed substitute, signed by the substituting individual and his/her formal supervisor;

   c. The official resume of the current personnel for comparison purposes; and

   d. Evidence of any required credentials.

3. The Contract Manager may request additional information concerning the proposed substitution. In addition, the Contract Manager and/or other appropriate State personnel involved with the Contract may interview the proposed substitute personnel prior to deciding whether to approve the substitution request.

4. The Contract Manager will notify the Contractor in writing of: (i) the acceptance or denial, or (ii) contingent or temporary approval for a specified time limit, of the requested substitution. The Contract Manager will not unreasonably withhold approval of a proposed Contractor Personnel replacement.

E. Replacement Circumstances

1. Key Personnel Replacement

   To replace any Key Personnel in a circumstance other than as described in 1.23.E.2, including transfers and promotions, the Contractor shall submit a substitution request as described in paragraph D to the Contract Manager at least fifteen (15) days prior to the intended date of change. A substitution may not occur unless and until the Contract Manager approves the substitution in writing.

2. Key Personnel Replacement Due to Vacancy

   a. The Contractor shall replace Key Personnel whenever a vacancy occurs due to the sudden termination, resignation, Extraordinary Personnel Event, or death of such personnel. (A termination or resignation with thirty (30) days or more advance notice shall be treated as a replacement under Section E.1.)

b. Under any of the circumstances set forth in this paragraph E.2, the Contractor shall identify a suitable replacement and provide the same information and items required under paragraph D of this section within fifteen (15) days of the actual vacancy occurrence or from when the Contractor first knew or should have known that the vacancy would be occurring, whichever is earlier.

3. Key Personnel Replacement Due to an Indeterminate Absence

a. If any Key Personnel has been absent from his/her job for a period of ten (10) days due to injury, illness, or other physical condition, or an Extraordinary Personnel Event and it is not known or reasonably anticipated that the individual will be returning to work within the next twenty (20) days to fully resume all job duties, before the 25th day of continuous absence, the Contractor shall identify a suitable replacement and provide the same information and items to the Contract Manager as required under paragraph D of this section.

b. However, if this person is available to return to work and fully perform all job duties before a replacement has been authorized by the Contract Manager the Contract Manager may, at his/her sole discretion, authorize the original personnel to continue to work under the Contract, or authorize the replacement personnel to replace the original personnel, notwithstanding the original personnel's ability to return.

4. Directed Personnel Replacement

a. The Contract Manager may direct the Contractor to replace any Contractor Personnel who, in the sole discretion of the Contract Manager, are perceived as being unqualified, non-productive, unable to fully perform the job duties, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law, Department policies, or Contract requirements. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation, as described in paragraph 4.b.

b. If deemed appropriate in the discretion of the Contract Manager, the Contract Manager shall give written notice of any Contractor Personnel performance issues to the Contractor, describing the problem and delineating the remediation requirement(s). The Contractor shall provide a written response to the remediation requirements in a Remediation Plan within ten (10) days of the date of the notice and shall immediately implement the Remediation Plan upon written acceptance by the Contract Manager. If the Contract Manager rejects the Remediation Plan, the Contractor shall revise and resubmit the plan to the Contract Manager within five (5) days, or in the timeframe set forth by the Contract Manager in writing.

c. Should performance issues persist despite an approved Remediation Plan, the Contract Manager may give written notice of the continuing performance issues and either request a new Remediation Plan within a specified time limit or direct the substitution of Contractor Personnel whose performance is at issue with a qualified substitute, including requiring the immediate removal of the Contractor Personnel at issue.

d. Replacement or substitution of Contractor Personnel under this section shall be in addition to, and not in lieu of, the State's remedies under the Contract or which otherwise may be available at law or in equity.

e. If the Contract Manager determines to direct substitution under 1.23.E.4.a, if at all possible, at least fifteen (15) days advance notice shall be given to the Contractor. However, if the

Contract Manager deems it necessary and in the State's best interests to remove the Contractor Personnel with less than fifteen (15) days' notice, the Contract Manager may direct the removal in a timeframe of less than fifteen (15) days, including immediate removal.

F. Substitution Prior to and Within 30 Days After Contract Execution

Prior to contract execution or within thirty (30) days after contract execution, the Offeror may substitute proposed Key Personnel only under the following circumstances: vacancy occurs due to the sudden termination, resignation, or approved leave of absence due to an Extraordinary Personnel Event, or death of such personnel. To qualify for such substitution, the Offeror must demonstrate to the State's satisfaction the event necessitating substitution and that the originally proposed staff is actual full-time personnel employed directly with the Offeror (subcontractors, temporary staff or 1099 contractors do not qualify). Proposed substitutions shall be of equal caliber or higher, in the State's sole discretion. Proposed substitutes deemed by the State to be less qualified than the originally proposed individual may be grounds for pre-award disqualification or post-award termination.

1.24 Mandatory Contractual Terms

By submitting a Proposal in response to this RFP, an Offeror, if selected for award, shall be deemed to have accepted the terms and conditions of this RFP and the Contract, attached hereto as Attachment A. Any exceptions to this RFP or the Contract shall be clearly identified in the Executive Summary of the Technical Proposal. **The volume and severity of exceptions to the Contract terms, including the terms of the RFP, will be considered in the evaluation process.**

1.25 Bid/Proposal Affidavit

A Proposal submitted by an Offeror must be accompanied by a completed Bid/Proposal Affidavit. A copy of this Affidavit is included as Attachment B of this RFP.

1.26 Contract Affidavit

All Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Offeror will be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes as Attachment C of this RFP. This Affidavit must be provided within five (5) Business Days of notification of recommended award.

1.27 Compliance with Laws/Arrearages

1.27.1 By submitting a Proposal in response to this RFP, the Offeror, if selected for award, agrees that it will comply with all federal, State, and local laws applicable to its activities and obligations under the Contract.

1.27.2 By submitting a response to this solicitation, the Offeror also represents that it is not in arrears in the payment of any obligations due to the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the Contract if selected for award.

1.28 Verification of Registration and Tax Payment

1.28.1 Before a business entity can do business in the State of Maryland it must be registered with the Department of Assessments and Taxation, State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. The SDAT website is https://www.egov.maryland.gov/businessexpress.

1.28.2 It is strongly recommended that any potential Offeror complete registration prior to the due date for receipt of Proposals. An Offeror's failure to complete registration with the Department of Assessments and Taxation may disqualify an otherwise successful Offeror from final consideration and recommendation for award.

1.29 False Statements

Offerors are advised that Md. Code Ann., State Finance and Procurement Article, § 11-205.1 provides as follows:

1.29.1 In connection with a procurement contract a person may not willfully:

a. Falsify, conceal, or suppress a material fact by any scheme or device.

b. Make a false or fraudulent statement or representation of a material fact.

c. Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.

1.29.2 A person may not aid or conspire with another person to commit an act under subsection (1) of this section.

1.29.3 A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding $20,000 or imprisonment not exceeding five years or both.

1.30 Payments by Electronic Funds Transfer

By submitting a response to this solicitation, the Offeror agrees to accept payments by electronic funds transfer (EFT) unless the State Comptroller's Office grants an exemption. Payment by EFT is mandatory for contracts exceeding $200,000. The successful Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form.

Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption. The COT/GAD X-10 form can be downloaded at:
http://comptroller.marylandtaxes.com/Government_Services/State_Accounting_Information/Static_Files/APM/X-1020130407.pdf

1.31 Prompt Payment Policy

This procurement and the Contract to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor's Office of Minority Affairs (GOMA) and dated August 1, 2008. Promulgated pursuant to Md. Code Ann., State Finance and Procurement Article, §§ 11-201, 13-205(a), and Title 14, Subtitle 3, and COMAR 21.01.01.03 and 21.11.03.01, the Directive

seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The Contractor must comply with the prompt payment requirements outlined in the Contract, Sections 8 "Prompt Pay Requirements" and 20.14.3 "MBE Prompt Pay Requirements" (see Attachment A), should an MBE goal apply to this RFP. Additional information is available on GOMA's website at: http://goma.maryland.gov/Pages/Legislation-and-Policy.aspx.

1.32 Electronic Procurements Authorized

1.32.1 Under COMAR 21.03.05, unless otherwise prohibited by law, a primary procurement unit may conduct procurement transactions by electronic means, including the solicitation, bidding, award, execution, and administration of a contract, as provided in Md. Code Ann., Maryland Uniform Electronic Transactions Act, Commercial Law Article, Title 21.

1.32.2 Participation in the solicitation process on a procurement contract for which electronic means has been authorized shall constitute consent by the Offeror to conduct by electronic means all elements of the procurement of that Contract which are specifically authorized under the solicitation or the Contract.

1.32.3 "Electronic means" refers to exchanges or communications using electronic, digital, magnetic, wireless, optical, electromagnetic, or other means of electronically conducting transactions. Electronic means includes facsimile, e-mail, internet-based communications, electronic funds transfer, specific electronic bidding platforms (e.g., https://emaryland.buyspeed.com/bso/, and electronic data interchange.

1.32.4 In addition to specific electronic transactions specifically authorized in other sections of this solicitation (e.g., § 1.30 "Payments by Electronic Funds Transfer") and subject to the exclusions noted in section 1.32.5of this subsection, the following transactions are authorized to be conducted by electronic means on the terms as authorized in COMAR21.03.05:

1. The Procurement Officer may conduct the procurement using eMM, e-mail, or facsimile to issue:
   a. the solicitation (e.g., the RFP)
   b. any amendments
   c. pre-Proposal conference documents
   d. questions and responses
   e. communications regarding the solicitation or Proposal to any Offeror or potential offeror
   f. notices of award selection or non-selection
   g. the Procurement Officer's decision on any solicitation protest or Contract claim
2. An Offeror or potential Offeror may use e-mail to:
   a. ask questions regarding the solicitation
   b. reply to any material received from the Procurement Officer by electronic means that includes a Procurement Officer's request or direction to reply by e-mail or facsimile, but only on the terms specifically approved and directed by the Procurement Officer;

c. submit a "No Bid/Proposal Response" to the solicitation

3. The Procurement Officer, the Contract Manager, and the Contractor may conduct day-to-day Contract administration, except as outlined in Section 1.32.5 of this subsection utilizing e-mail, facsimile, or other electronic means if authorized by the Procurement Officer or Contract Manager.

1.32.5 The following transactions related to this procurement and any Contract awarded pursuant to it are not authorized to be conducted by electronic means:

a. filing of protests

b. filing of Contract claims

c. submission of documents determined by the Department to require original signatures (e.g., Contract execution, Contract modifications) or

d. any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the Contractor or Offeror be provided in writing or hard copy.

1.32.6 Any facsimile or e-mail transmission is only authorized to the facsimile numbers or e-mail addresses for the identified person as provided in the solicitation, the Contract, or in the direction from the Procurement Officer or Contract Manager.

1.33 Minority Business Enterprise (MBE) Participation Goal

1.33.1 Establishment of Goal and Subgoals

An overall MBE subcontractor participation goal has been established for this procurement as identified in the Key Information Summary Sheet, representing a percentage of the total contract dollar amount.

In addition, no subgoals have been established for this procurement:

1.33.2 Attachments D-1A to D-5 – The following Minority Business Enterprise participation instructions, and forms are provided to assist Offerors:

Attachment D-1A	MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule **(must submit with Proposal)**
Attachment D-1B	Waiver Guidance
Attachment D-1C	Good Faith Efforts Documentation to Support Waiver Request
Attachment D-2	Outreach Efforts Compliance Statement
Attachment D-3A	MBE Subcontractor Project Participation Certification
Attachment D-3B	MBE Prime Project Participation Certification
Attachment D-4A	Prime Contractor Paid/Unpaid MBE Invoice Report
Attachment D-4B	MBE Prime Contractor Report
Attachment D-5	Subcontractor/Contractor Unpaid MBE Invoice Report

1.33.3 An Offeror shall include with its Bid/Proposal a completed MBE Utilization and Fair Solicitation Affidavit (Attachment D-1A) whereby:

A. The Offeror acknowledges the certified MBE participation goal and commits to make a good faith effort to achieve the goal and any applicable subgoals, or requests a waiver, and affirms that MBE subcontractors were treated fairly in the solicitation process; and

B. The Offeror responds to the expected degree of MBE participation, as stated in the solicitation, by identifying the specific commitment of certified MBEs at the time of Proposal submission. The Offeror shall specify the percentage of total contract value associated with each MBE subcontractor identified on the MBE participation schedule, including any work performed by the MBE prime (including a prime participating as a joint venture) to be counted towards meeting the MBE participation goals.

C. An Offeror requesting a waiver should review Attachment D-1B (Waiver Guidance) and D-1C (Good Faith Efforts Documentation to Support Waiver Request) prior to submitting its request.

If an Offeror fails to submit a completed Attachment D-1A with the Proposal as required, the Procurement Officer shall determine that the Proposal is not reasonably susceptible of being selected for award.

1.33.4 Offerors are responsible for verifying that each of the MBE(s) (including any MBE primes and/or MBE primes participating in a joint venture), selected to meet the goal and any subgoals and subsequently identified in Attachment D-1A is appropriately certified and has the correct NAICS codes allowing it to perform the committed work.

1.33.5 Within ten (10) Working Days from notification of recommended award or the date of the actual award, whichever is earlier, the Offeror must provide the following documentation to the Procurement Officer.

A. Outreach Efforts Compliance Statement (Attachment D-2).

B. MBE Prime/Subcontractor Project Participation Certification (Attachment D-3A/3B).

C. If the recommended awardee believes a waiver (in whole or in part) of the overall MBE goal or of any applicable subgoal is necessary, the recommended awardee must submit a fully-documented waiver request that complies with COMAR 21.11.03.11.

D. Any other documentation required by the Procurement Officer to ascertain Offeror responsibility in connection with the certified MBE subcontractor participation goal or any applicable subgoals.

If the recommended awardee fails to return each completed document within the required time, the Procurement Officer may determine that the recommended awardee is not responsible and, therefore, not eligible for Contract award. If the Contract has already been awarded, the award is voidable.

1.33.6 A current directory of certified MBEs is available through the Maryland State Department of Transportation (MDOT), Office of Minority Business Enterprise, 7201 Corporate Center Drive, Hanover, Maryland 21076. The phone numbers are (410) 865-1269, 1-800-544-6056, or TTY (410) 865-1342. The directory is also available on the MDOT website at http://mbe.mdot.state.md.us/directory/. The most current and up-to-date information on MBEs is available via this website. Only MDOT-certified MBEs may be used to meet the MBE subcontracting goals.

1.33.7 The Contractor, once awarded a Contract, will be responsible for submitting or requiring its subcontractor(s) to submit the following forms to provide the State with ongoing monitoring of MBE Participation:

A. Attachment D-4A (Prime Contractor Paid/Unpaid MBE Invoice Report).

B. Attachment D-4B (MBE Prime Contractor Report)

C. Attachment D-5 (MBE Subcontractor/Contractor Unpaid MBE Invoice Report).

1.33.8 An Offeror that requested a waiver of the goal or any of the applicable subgoals will be responsible for submitting the Good Faith Efforts Documentation to Support Waiver Request (Attachment D-1C) and all documentation within ten (10) Working Days from notification of recommended award or from the date of the actual award, whichever is earlier, as required in COMAR 21.11.03.11.

1.33.9 All documents, including the MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule (Attachment D-1A), completed and submitted by the Offeror in connection with its certified MBE participation commitment shall be considered a part of the Contract and are hereby expressly incorporated into the Contract by reference thereto. All of the referenced documents will be considered a part of the Proposal for order of precedence purposes (see Contract – Attachment A, Section 2.2).

1.33.10 The Offeror is advised that liquidated damages will apply in the event the Contractor fails to comply in good faith with the requirements of the MBE Program and pertinent Contract provisions. (See Contract - Attachment A, Section 20.14.2).

1.33.11 As set forth in COMAR 21.11.03.12-1(D) when a certified MBE firm participates on a contract as a prime contractor (including a joint-venture where the MBE firm is a partner), a procurement agency may count the distinct, clearly defined portion of the work of the contract that the certified MBE firm performs with its own work force towards fulfilling up to fifty-percent (50%) of the MBE participation goal (overall) and up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the contract.

1.33.12 In order to receive credit for self-performance, an MBE prime must list its firm in Section 4A of the MBE Participation Schedule (Attachment D-1A) and include information regarding the work it will self-perform. For the remaining portion of the overall goal and the subgoals, the MBE prime must also identify other certified MBE subcontractors (see Section 4B of the MBE Participation Schedule (Attachment D-1A)) used to meet those goals. If dually-certified, the MBE prime can be designated as only one of the MBE classifications but can self-perform up to 100% of the stated subgoal.

1.33.13 As set forth in COMAR 21.11.03.12-1, once the Contract work begins, the work performed by a certified MBE firm, including an MBE prime, can only be counted towards the MBE participation goal(s) if the MBE firm is performing a commercially useful function on the Contract.

With respect to Contract administration, the Contractor shall:

A. Submit by the 10th of each month to the Contract Manager and the Department's MBE Liaison Officer:

i. A Prime Contractor Paid/Unpaid MBE Invoice Report (Attachment D-4A) listing any unpaid invoices, over 45 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made; and

ii. (If Applicable) An MBE Prime Contractor Report (Attachment D-4B) identifying an MBE prime's self-performing work to be counted towards the MBE participation goals.

B. Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit by the 10th of each month to the Contract Manager and the Department's MBE Liaison Officer an MBE Subcontractor Paid/Unpaid Invoice Report (Attachment D-5) that identifies the Contract and lists all payments to the MBE subcontractor received from the Contractor in the preceding 30 days, as well as any outstanding invoices, and the amounts of those invoices.

C. Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the Contract, the type of work performed by each, and the actual dollar value of work performed. Subcontract agreements documenting the work performed by all MBE Participants must be retained by the Contractor and furnished to the Procurement Officer on request.

D. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the MBE participation obligations. Contractor must retain all records concerning MBE participation and make them available for State inspection for three years after final completion of the Contract.

E. Upon completion of the Contract and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

1.34 Living Wage Requirements

1.34.1 Maryland law requires that contractors meeting certain conditions pay a living wage to covered employees on State service contracts over $100,000. Maryland Code Ann, State Finance and Procurement Article, § 18-101 et al. The Commissioner of Labor and Industry at the Department of Labor, Licensing and Regulation requires that a contractor subject to the Living Wage law submit payroll records for covered employees and a signed statement indicating that it paid a living wage to covered employees; or receive a waiver from Living Wage reporting requirements. See COMAR 21.11.10.05.

1.34.2 If subject to the Living Wage law, Contractor agrees that it will abide by all Living Wage law requirements, including but not limited to reporting requirements in COMAR 21.11.10.05.

Contractor understands that failure of Contractor to provide such documents is a material breach of the terms and conditions and may result in Contract termination, disqualification by the State from participating in State contracts, and other sanctions.

1.34.3 Additional information regarding the State's living wage requirement is contained in Attachment G. Bidders must complete and submit the Maryland Living Wage Requirements Affidavit

of Agreement (Attachment G-1) with their Proposals. If an Offeror fails to complete and submit the required documentation, the State may determine the Offeror to not be responsible under State law.

1.34.4 Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least the minimum amount set by law for the applicable Tier area. The specific living wage rate is determined by whether a majority of services take place in a Tier 1 Area or a Tier 2 Area of the State. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. If the Contractor provides more than 50% of the services from an out-of-State location, the State agency determines the wage tier based on where the majority of the service recipients are located. See COMAR 21.11.10.07.

1.34.5 The Offeror shall identify in the Proposal the location from which services will be provided.

NOTE: Whereas the Living Wage may change annually, the Contract price will not change because of a Living Wage change.

1.35 Federal Funding Acknowledgement

1.35.1 The total amount of federal funds allocated for the Office of Systems, Operations & Pharmacy, Medical Care Programs is $27,845,141 in Maryland State fiscal year FY18. This represents 72% of all funds budgeted for the unit in that fiscal year. This does not necessarily represent the amount of funding available for any particular grant, contract, or solicitation.

1.35.2 This Contract contains federal funds. The source of these federal funds is: Medicaid. The CFDA number is: 93.778. The conditions that apply to all federal funds awarded by the Department are contained in Federal Funds Attachment H. Any additional conditions that apply to this particular federally-funded contract are contained as supplements to Federal Funds Attachment H and Offerors are to complete and submit these Attachments with their Proposals as instructed in the Attachments. Acceptance of this agreement indicates the Offeror's intent to comply with all conditions, which are part of this Contract.

1.36 Conflict of Interest Affidavit and Disclosure

1.36.1 Offerors shall complete and sign the Conflict of Interest Affidavit and Disclosure (Attachment I) and submit it with their Proposal. All Offerors are advised that if a Contract is awarded as a result of this solicitation, the Contractor's personnel who perform or control work under this Contract and each of the participating subcontractor personnel who perform or control work under this Contract shall be required to complete agreements substantially similar to Attachment I Conflict of Interest Affidavit and Disclosure.

1.36.2 Additionally, contractors have an ongoing obligation to ensure that any necessary personnel or subcontractor personnel have completed such agreements prior to providing services under individual Task Orders issued under the Contract. For policies and procedures applying specifically to Conflict of Interests, the Contract is governed by COMAR 21.05.08.08.

1.36.3 Contractors should be aware that the State Ethics Law, Md. Code Ann., General Provisions Article, Title 5, might limit the selected Contractor's ability to participate in future related procurements, depending upon specific circumstances.

1.36.4 By submitting a Conflict of Interest Affidavit and Disclosure, the Contractor shall be construed as certifying all personnel and subcontractors are also without a conflict of interest as defined in COMAR 21.05.08.08A.

1.37 Non-Disclosure Agreement

1.37.1 Non-Disclosure Agreement (Offeror)

Certain documentation may be available for potential Offerors to review at a reading room at 201 W Preston Street Baltimore MD, 21201. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment .J Please contact the Procurement Officer to schedule an appointment.

1.37.2 Non-Disclosure Agreement (Contractor)

All Offerors are advised that this solicitation and any resultant Contract(s) are subject to the terms of the Non-Disclosure Agreement (NDA) contained in this solicitation as Attachment J. This Agreement must be provided within five (5) Business Days of notification of recommended award; however, to expedite processing, it is suggested that this document be completed and submitted with the Proposal.

1.38 HIPAA - Business Associate Agreement

1.38.1 Based on the determination by the Department that the functions to be performed in accordance with this solicitation constitute Business Associate functions as defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the recommended awardee shall execute a Business Associate Agreement as required by HIPAA regulations at 45 C.F.R. §164.500 et seq. and set forth in Attachment K. This Agreement must be provided within five (5) Business Days of notification of proposed Contract award. However, to expedite processing, it is suggested that this document be completed and submitted with the Proposal. Should the Business Associate Agreement not be submitted upon expiration of the five (5) Business Day period as required by this solicitation, the Procurement Officer, upon review of the Office of the Attorney General and approval of the Secretary, may withdraw the recommendation for award and make the award to the responsible Offeror with the next highest overall-ranked Proposal.

1.39 Non-Visual Access

1.39.1 By submitting a Proposal, the Offeror warrants that the information technology offered under the Proposal: (1) provides equivalent access for effective use by both visual and non-visual means; (2) will present information, including prompts used for interactive communications, in formats intended for both visual and non-visual use; (3) if intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and (4) is available, whenever possible, without modification for compatibility with software and hardware for non-visual access. The Offeror further warrants that the cost, if any, of modifying the information technology for compatibility with software and hardware used for non-visual access will not increase the cost of the information technology by more than five percent (5%). For purposes of this solicitation, the phrase "equivalent access" means the ability to receive, use and manipulate information and operate controls necessary to access and use information technology by non-visual means. Examples of equivalent access

include keyboard controls used for input and synthesized speech, Braille, or other audible or tactile means used for output.

1.39.2 The Non-visual Access Clause noted in COMAR 21.05.08.05 and referenced in this solicitation is the basis for the standards that have been incorporated into the Maryland regulations, which can be found at: www.doit.maryland.gov, keyword: NVA.

1.40 Mercury and Products That Contain Mercury

This solicitation does not include the procurement of products known to likely include mercury as a component.

1.41 Veteran-Owned Small Business Enterprise Goals

There is no Veteran-Owned Small Business Enterprise (VSBE) subcontractor participation goal for this procurement.

1.42 Location of the Performance of Services Disclosure

The Offeror is required to complete the Location of the Performance of Services Disclosure. A copy of this Disclosure is included as Attachment N. The Disclosure must be provided with the Proposal.

1.43 Department of Human Resources (DHR) Hiring Agreement

This solicitation does not require a DHR Hiring Agreement.

1.44 Purchasing and Recycling Electronic Products

This section does not apply to this solicitation.

1.45 Contract Extended To Include Other Non-State Governments or Agencies

For the purposes of an information technology or telecommunications procurement, pursuant to sections 3A-401(b) and 13-110 of the State Finance and Procurement Article of the Annotated Code of Maryland, county, municipal, State entities that are not subject to DoIT's authority, including State non-executive branch entities, and non-State governments or agencies may purchase from the Contractor goods or services covered by this Contract at the same maximum prices to which the State would be subject under the resulting Contract. All such purchases:

(1) Shall constitute Contracts between the Contractor and that government, agency or organization;

(2) For non-State entities, shall not constitute purchases by the State or State agencies under this Contract;

(3) For non-State entities, shall not be binding or enforceable against the State; and

(4) May be subject to other terms and conditions agreed to by the Contractor and the purchaser. The Contractor bears the risk of determining whether or not a government, agency or organization with which the Contractor is dealing is a State entity.

1.46 Retainage

This solicitation does not require retainage.

1.47 Proposal/Bid Bond

1.47.1 Each Offeror must submit with its Proposal a Proposal/Bid Bond or other suitable security in the amount of five percent (5%) of the Total Evaluated Price, guaranteeing the availability of the products/services at the offered price for 180 days after the due date for receipt of Proposals.

1.47.2 The bond shall be in the form provided in Attachment T.

1.47.3 An Offeror may request a release of the bond after the date of the award in return for a release signed by the Contractor and accepted by the Department.

1.47.4 Acceptable security shall be as described below, identified within and excerpted from COMAR 21.06.07:

Acceptable security for proposal/bid, performance, and payment bonds is limited to:

A. A bond in a form satisfactory to the State underwritten by a surety company authorized to do business in this State;

B. A bank certified check, bank cashier's check, bank treasurer's check, cash, or trust account;

C. Pledge of securities backed by the full faith and credit of the United States government or bonds issued by the State;

D. An irrevocable letter of credit in a form satisfactory to the Attorney General and issued by a financial institution approved by the State Treasurer.

1.47.5 The cost of this bond, or other suitable security, is to be included in the total prices proposed and is not to be proposed and will not be recoverable as a separate cost item.

1.48 Surety Bond Assistance Program

Assistance in obtaining bid, performance and payment bonds may be available to qualifying small businesses through the Maryland Small Business Development Financing Authority (MSBDFA). MSBDFA can directly issue bid, performance or payment bonds up to $750,000. MSBDFA may also guarantee up to 90% of a surety's losses as a result of a Contractor's breach of Contract; MSBDFA exposure on any bond guaranteed may not, however, exceed $900,000. Bonds issued directly by the Program will remain in effect for the duration of the Contract, and those surety bonds that are guaranteed by the Program will remain in effect for the duration of the surety's exposure under the Contract. To be eligible for bonding assistance, a business must first be denied bonding by at least one surety on both the standard and specialty markets within 90 days of submitting a bonding application to MSBDFA. The applicant must employ fewer than 500 full-time employees or have gross sales of less than $50 million annually, have its principal place of business in Maryland or be a Maryland resident, must not subcontract more than 75 percent of the work, and the business or its principals must have a reputation of good moral character and financial responsibility. Finally, it must be demonstrated that the bonding or guarantee will have a measurable economic impact, through job creation and expansion of the state's tax base. Applicants are required to work through their respective bonding

agents in applying for assistance under the Program. Questions regarding the bonding assistance Program should be referred to:

Maryland Department of Business and Economic Development

Maryland Small Business Development Financing Authority

MMG Ventures

826 E. Baltimore Street

Baltimore, Maryland 21202

Phone: (410) 333-4270

Fax: (410) 333-2552

1.49 Performance Bond

1.49.1 The successful Offeror shall deliver the Performance Bond, or other suitable security, to the State within five (5) working days after notification of recommended award.

1.49.2 The successful Offeror must submit a Performance Bond, or other suitable security in the amount of $1,000,000.00, guaranteeing that the Contractor shall well and truly perform the Contract.

1.49.3 The Performance Bond shall be in the form provided in Attachment MM and underwritten by a surety company authorized to do business in the State and shall be subject to approval by the State, or other acceptable security for bond as described in COMAR 21.06.07, as summarized in 1.47.4

1.49.4 The Performance Bond shall be maintained throughout the term of this Contract, and renewal option period, if exercised. Evidence of renewal of the Performance Bond and payment of the required premium shall be provided to the State. This Performance Bond shall also secure liquidated damages.

1.49.5 The Performance Bond may be renewable annually. The Contractor shall provide to the State, 30 days before the annual expiration of the bond, confirmation from the surety that the bond will be renewed for the following year. Failure to timely provide this notice shall constitute an event of default under the Contract. Such a default may be remedied if the Contractor obtains a replacement bond that conforms to the requirements of the Contract and provides that replacement bond to the State prior to the expiration of the existing Performance Bond.

1.49.6 The cost of this bond, or other suitable security, is to be included in the total prices proposed and is not to be proposed and will not be recoverable as a separate cost item.

1.49.7 After the first year of the Contract, the Contractor may request a reduction in the amount of the Performance Bond. The amount and the duration of the reduction, if any, will be at the Department's sole discretion. If any reduction is granted, the Department's shall have the right to increase the amount of the Performance Bond to any amount, up to the original amount, at any time and at the Department's sole discretion.

1.50 Document Ownership

In the event of Contract award, all data and documentation produced as part of the Contract shall become the exclusive property of the Department, and may not be removed by an employee or agent of the Offeror without written permission. Technical Proposals received from Offerors in response to the RFP and the corresponding opened Financial Proposals shall become property of the Department. Unopened Financial Proposals will be returned to the Offeror**.**

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2. COMPANY AND PERSONNEL QUALIFICATIONS

2.1 Offeror Minimum Qualifications

As proof of meeting the Offeror Minimum Requirements found in this Section, the Offeror shall provide with its proposal at least three (3) references, from the past seven (7) years, able to attest to the Offeror's experience in providing each of the seven (7) qualifications. The proof to demonstrate the minimum qualifications are met shall be placed in the Offeror's proposal. Please remember that minimum qualifications are a pass/fail item and if the minimum qualifications are not met, the Offeror's proposal shall be rejected and not further evaluated.

The Offeror shall provide proof with its Proposal that the following Minimum Qualifications have been met:

2.1.1 The Offeror shall be able to provide at least two (2) examples where they successfully implemented a Pharmacy Point of Sale Electronic Claims Management Services (POSECMS) System for Medicaid state agencies.

2.1.2 The Offeror shall be able to provide one (1) example where they successfully managed the daily operations of a Pharmacy POSECMS account for Medicaid state agencies, including the operations and maintenance of the POSECMS System, for at least three (3) consecutive years, for one (1) client.

2.1.3 The Offeror shall be able to provide examples of at least two (2) years of experience successfully managing the daily operations of a POSECMS account for Medicaid state agencies, including the operations and maintenance of the POSECMS System. This experience may represent one (1) or more clients.

The Offeror or its subcontractors shall provide proof with its Proposal that the following Minimum Qualifications have been met:

2.1.4 The Offeror shall have at least two (2) years of experience implementing, operating and maintaining an E-Prescribing Program.

2.1.5 The Offeror shall have at least three (3) years of experience in implementing and managing the daily operations of a Manufacturers Drug Rebate Program.

2.1.6 The Offeror shall have at least three (3) years of experience in implementing and managing the daily operations of a Patient Care Services Program as defined by this RFP.

2.1.7 The Offeror shall have at least three (3) years of experience implementing, managing, and operating a Call Center to include Prior Authorizations (PA) and Clinical Support Services as defined by this RFP.

2.2 Offeror Personnel Minimum Qualifications

Offeror Personnel shall meet the following minimum qualification criteria to be eligible for consideration in the evaluation of this RFP:

Resumes must clearly outline starting dates and ending dates for each applicable experience.

For the personnel proposed in response to this RFP, Offeror must provide proof with its Proposal that the following Minimum Qualifications have been met:

2.2.1 Project Manager – Key Personnel

a. Required Qualifications

1) Minimum of three (3) years of experience in managing or in a key management position for a government or private sector client in health care development project;

2) Previous experience successfully implementing at least two (2) Pharmacy POS solutions including PRO-DUR functionality;

3) Previous experience with implementation of rebate systems;

4) Certified Project Management Professional or have a comparable project management experience;

5) Previous experience leading and coordinating system implementation activities, including evaluation, training, and reporting.

2.2.2 Account Manager – Key Personnel

a. Required Qualifications

1) Minimum of three (3) years of account management experience for a government or private sector client in health care, including a minimum of two (2) years of Pharmacy Point of Sale experience;

2) A Maryland Pharmacist license is required (or shall be acquired within 6 months of Contract effective date);

3) Certified Project Management Professional or have a comparable project management certification (or shall be acquired within 6 months of System implementation);

4) Previous experience with activities for contract administration, overall project management and scheduling, correspondence between the owner and the contractor, dispute resolution, personnel issues with contractor's staff, and status reporting to the owner;

5) Previous experience providing marketplace trends and impact analysis;

6) Previous experience in public speaking and presentations.

2.2.3 Deputy Account/System Manager – Key Personnel

a. Required Qualifications

1) Minimum of two (2) years of experience in a management position;

2) Minimum of three (3) years of experience serving as a liaison between technical and operational teams;

3) Minimum of three (3) years of experience in testing, implementation, and maintenance of a large-scale automated application similar to the proposed system for a government or private sector;

4) Previous experience in creating use cases, requirement analysis documents, detail specification documents, resolving production problems and developing user acceptance test plans and knowledge of development life cycles;

5) Bachelor's degree in Computer Science, Engineering, or other relevant field.

2.2.4 Rebate Account Manager – Key Personnel

a. Required Qualifications

1) Minimum of three (3) years of experience in managing a Manufacturer Drug Rebate Program in either a government or private sector;

2) Bachelor's degree or higher in Accounting or Finance;

3) Strong skills in MS Excel and other MS Office products;

4) Comprehend quantitative and qualitative methods to perform accurate analysis;

5) Healthcare industry experience;

6) Finance or Accounting experience;

7) Staff management experience;

8) Previous experience in Medicaid drug rebate dispute resolution.

2.2.5 Call Center Manager – Key Personnel

a. Required Qualifications

1) Minimum of three (3) years of experience in managing a call center.

2) Minimum three (3) years' experience with a Pharmacy claim processing call center.

3) Previous experience with conflict resolution and customer relations.

4) Previous experience with training and development of employees.

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3. SCOPE OF WORK

3.1 Background and Purpose

The Department is issuing this solicitation in order to obtain Pharmacy Point of Sale Electronic Claims Management Services (POSECMS) to include the implementation of a POSECMS System, all ancillary systems, and staff sufficient to meet the operational and technical requirements of this RFP. The awarded Offeror shall be able to perform all requirements as detailed in Section 3 of the RFP. Offerors shall be required to furnish satisfactory evidence that they meet or exceed all minimum qualifications listed in Section 2 of this RFP.

Offerors, either directly or through their sub-contractor(s), must be able to provide all services and meet all of the requirements requested in this solicitation.

The purpose of this procurement is to obtain a Contractor who has the technical and professional capabilities to implement and manage Maryland's POSECMS Program as described in the requirements of this RFP. The goal of this contract is to improve the quality of delivery of pharmacy services and realize the full benefit of cost containment strategies, as well as provide claims processing continuity to providers and Participants which includes the comprehensive prescription pharmacy needs of managed care and Fee-For-Service Medicaid Participants and other specified Department Program Participants.

The Contractor shall provide the necessary management, Programmatic, and technical expertise to meet the requirements of this RFP and support the Maryland Pharmacy Program (MPP) as listed below. This list is not meant to be all-inclusive but to provide an overview of the major areas of responsibility. The Contractor shall provide and support:

a. Pharmacy point-of-sale electronic claims processing;

b. Prospective drug utilization review within the point-of-sale claims processing system for all claims;

c. Coordinated prospective drug utilization review within the point-of-sale claims processing system;

d. Automated drug pricing/formulary updating service to the Department's MMIS II system;

e. E-Prescribing;

f. All aspects of the Manufacturers Drug Rebate Programs;

g. Patient Care Services;

h. Clinical Support Services;

i. Quality Management and Compliance Auditing;

j. A Call Center to support Providers and Participants;

k. Web Portal;

l. Staffing adequate to meet the requirements of this RFP;

m. A dedicated site to support the POSECMS System within a 25 mile radius of 201 W. Preston Street, Baltimore, Maryland 21201;

n. Reports and reporting capability to meet the requirements of this RFP;

o. Training to support all aspects of the POSECMS System; and

p. Transition activities to support a successful transfer of responsibilities.

3.2 Agency / Project Background

3.2.1 Maryland Department of Health (MDH) Background

The State of Maryland Medicaid Program is a unit of the Maryland Department of Health, which has State responsibility for operation of the Medicaid Program authorized under Title XIX of the Social Security Act. The Maryland State Medicaid Program has approximately 1,300,000 enrollees, of which 1,100,000 are enrolled in Managed Care Organizations (MCO). The Department also has responsibility for State specific Programs, such as Maryland AIDS Drug Assistance Program (MADAP), Kidney Disease Program (KDP), Maryland State-Only Program (MSOP), and the Breast and Cervical Cancer Diagnosis Treatment Program (BCCDT). See Attachment V for enrollment data.

3.2.2 Pharmacy POSECMS Program Background

The Department competitively selected a Contractor in 2005 to assist the MPP to design, implement, administer and manage a Pharmacy Point-of-Sale Electronic Claims Management (ECM) Network in conjunction with a prospective drug utilization review (PRO-DUR) system that incorporated the uniqueness of Maryland's Program, its policies, and operations. The ECM system has lessened administrative costs for the Program and has eliminated payments for prescriptions that are excessive, inappropriate, unnecessary or otherwise inconsistent with sound medical practice. The real-time adjudication of pharmacy claims has promoted favorable health outcomes to Maryland Medicaid Participants such as screening for possible adverse drug interactions and inappropriate drug therapies. The ECM system ensures timely and accurate payment of claims to providers through the "real time" verification of Participant eligibility, drug coverage, and reimbursement. In CY 2016, FFS paid over 5.1 million claims. See Attachment HH for claims volume.

To reduce the State's pharmacy expenditures, the Department uses a Preferred Drug List (PDL), tiered professional dispensing fees, and co-pays in the Fee-For-Service Medicaid Program. Under the current tiered structure, there is a $1 co-pay for generics, preferred brand name drugs and HIV/AIDS drugs and $3 co-pay for non-preferred brand-name drugs. This structure provides savings by encouraging the use of more cost-beneficial drug therapies. The professional dispensing fee is tiered based on provider type. There is also a different professional dispensing fee for claims for drugs that were purchased at 340B pricing. Pharmacies that serve nursing facilities have a different professional dispensing fee from retail pharmacies.

3.2.3 Pharmacy Programs

3.2.3.1 Maryland Medicaid Pharmacy Program (MMPP)

The MMPP is a unit of the Department under the Office of Systems, Operations & Pharmacy (OSOP). MMPP provides pharmacy services to Medicaid Participants through a Fee-For-Service (FFS) business model. The MMPP has oversight of all policies, compliance and operations related to pharmacy services such as claims processing, PDL, and PRO-DUR. The MMPP covers all point of sale pharmacy services for FFS Participants and on behalf of MCO Participants for carve-out medications. The average enrollment for Participants in FFS for CY 2016 was 55,000 per month. See Attachment V for enrollment data.

3.2.3.2 Maryland AIDS Drug Assistance Program (MADAP)

The Center for HIV Care Services (CHCS) within the Department's Infectious Disease Prevention and Health Services Bureau is dedicated to helping Maryland's citizens living with HIV/AIDS live longer and healthier lives. CHCS oversees the Maryland AIDS Drug Assistance Program (MADAP) which assists eligible individuals living with HIV/AIDS with access to life-saving medications. MADAP provides funds for drugs for HIV treatment and its complications, and MADAP Plus covers health insurance premiums for eligible HIV-Positive Maryland residents. MADAP pays for drugs, co-pays, co-insurance and deductibles for drugs on the MADAP formulary. MADAP Plus pays for monthly Medicare Part D or individual prescription drug plan premiums. MADAP is not a pharmacy plan but a federally funded payer of last resort assistance Program for eligible Maryland residents. MADAP pays for approximately 130,000 claims per year. MADAP covers only medications and applicable supplies identified on the MADAP formulary. See Attachment HH for claims volume.

3.2.3.3 Kidney Disease Program (KDP)

The purpose of the Kidney Disease Program (KDP) is to provide financial assistance to certified beneficiaries for the treatment of ESRD (end stage renal disease). This stage of renal impairment is almost always irreversible and requires dialysis or kidney transplantation to maintain life. As a payer of last resort, the KDP may provide financial assistance only after all other medical and federal insurance coverage has been pursued. Covered services include chronic maintenance, in-center and home dialysis, renal transplantation, approved inpatient and/or outpatient hospital care, physician and laboratory fees, and medications specified on the KDP reimbursable drug list and certain ancillary services which are directly attributable to the beneficiaries' ESRD. There were 1,750 active KDP recipients in fiscal year 2016. KDP paid 27,635 prescription claims for a total amount of $1,163,552. KDP pays copays on prescription medications (i.e. Part D copays), but does not charge recipient copays. See Attachment HH for claims volume.

3.2.3.4 The Breast and Cervical Cancer Diagnosis and Treatment Program (BCCDT)

The Program provides coverage for breast or cervical cancer diagnosis and/or treatment services for low-income, uninsured or underinsured Maryland residents. To qualify for BCCDT, an applicant's income cannot exceed 250% of Federal Poverty Guidelines. Services covered include, but are not limited to, diagnostic procedures, surgery, chemotherapy, radiation therapy, medical equipment and supplies, home health, and medications. There are approximately 1,500 Participants in BCCDT Program. BCCDT is a payer of last resort and shall pay deductibles, co-insurance and co-pays for insured Participants but does not charge Participants co-pays. See Attachment HH for claims volume.

3.2.3.5 Maryland State-Only Program

This Program provides pharmacy coverage for children who are in State-funded foster care or State-funded subsidized adoption and subsidized guardianship. The coverage is equivalent to Medical Assistance for children in foster care who are not eligible for Title IV-E of the Social Security Act or for Supplemental Security Income and do not meet the Medical Assistance technical eligibility requirements (e.g., citizenship or eligible alien status, Social Security number). Children in these groups may not be enrolled in the Managed Care or the Rare and Expensive Case Management (REM) Programs. In CY2016, the number of Participants in the MSOP averaged under 300.

3.2.4 Pharmacy POSECMS Functional Areas

3.2.4.1 Pharmacy Point of Sale Electronic Claims Management Services System

The Pharmacy POSECMS System supports MPP Participants by providing real-time claims processing functionality allowing Participants to fill medical prescriptions. The POSECMS System provides functionality such as eligibility verification, PA, and third party liability in support of claims adjudication. The POSECMS System shall meet all Certification standards and operate as described in the requirements of this RFP. See Attachment FF for claims management system flowchart.

3.2.4.2 PRO-DUR

The Medicaid Drug Utilization Review (DUR) Functionality promotes patient safety through electronic monitoring of prescription drug use and medical claims history to identify problems such as therapeutic duplication, drug-disease contraindications, incorrect dosage or duration of treatment, drug allergy and clinical misuse or abuse. The PRO-DUR Functionality is designed to utilize claims data to develop and implement point of sale claims edits to allow efficient interventions between pharmacists and Prescribers to improve the Participant experience, while providing improved quality of care and appropriately conserving Program funds.

3.2.4.3 Coordinated PRO-DUR

In 1997 the Department under an 1115 waiver implemented the HealthChoice Program, under which approximately 85 percent of Maryland Medicaid Participants are enrolled in HealthChoice managed care organizations (MCO). However, within the HealthChoice Program, specialty behavioral health and HIV/AIDS drugs are carved out of the MCOs and paid Fee-For-Service (See Attachment W). In fiscal year 2017 behavioral health claims and HIV/AIDS claims for MCO enrollees were paid by Fee-For-Service. Therefore, the same patient could have drugs covered by their MCO and also Fee-For-Service. This could potentially cause undetected drug interactions because two different processors would not know the patient's full drug history. As a result, the State implemented the Coordinated Prospective Drug Utilization Review process (See Attachment X). This Functionality ensures that pharmacy providers have a patient's complete drug history to assist them with counseling requirements set forth in OBRA 90 and Maryland Rules and Regulations related to Pharmacy services. The claim volume going thru the Coordinated PRO-DUR was over 21 million claims in CY 2016 See Attachment EE for Coordinated PRO-DUR claim volume. See Attachment Y for a listing of Maryland's MCOs.

3.2.4.4 Drug Formulary Updating

The Department's current POSECMS vendor contracts directly with First Data Bank (FDB) and Medi-Span for its drug information services. The Department's Medicaid Management Information System (MMIS) Drug Formulary Reference Subsystem Database is updated regularly. The purpose of these updates has been to ensure that pharmacy claims are paid according to the most current drug pricing in conformity with Department policies and procedures. The Contractor awarded this Contract shall also obtain FDB and Medi-Span services directly as well as other pricing information available from the CMS and transfer this information to the Department for updating its MMIS Drug Formulary Reference Subsystem Database. This information shall be used within the Contractor's ECM Functionality during the claim adjudication process.

3.2.4.5 E-Prescribing

E-Prescribing is a valued element in the delivery of accurate and error-free prescription delivery from Prescribers to pharmacy providers. The adoption and support of this service can have great impact on

the improvement of not only the quality of member care but also the member healthcare experience. In addition to facilitating the distribution of new and refill prescription information between healthcare professionals, E-Prescribing supports the exchange of member eligibility data, Program benefit design, and member profile review and reconciliation activities. The Department understands the financial implications of a traditional E-Prescribing support solution in the public sector and has included E-Prescribing as a requirement of the POSECMS System. The State currently does not have an E-Prescribing functionality in place.

3.2.4.6 Manufacturers Drug Rebate Program

The Manufacturers Drug Rebate Program was established in 1991 and the 340B Drug Discount Program was established in 1992. These Programs are administered in accordance with federal and State law. The Department currently has a Contractor that performs rebate calculation, invoicing, dispute resolutions and accounts receivable services for MMPP, MSOP, KDP, BCCDT, MADAP and Medicaid's Managed Care Organizations. See Attachment Y for a listing of Maryland's Managed Care Organizations (MCOs).

3.2.4.7 Patient Care Services

Patient Care Services, otherwise known as Medication Therapy Management (MTM) refers to the medical care and guidance provided by pharmacists to improve therapeutic outcomes for patients. MTM refers to a range of professional services including patient assessments, comprehensive medication reviews, developing medication treatment plans, monitoring the efficacy and safety of medication therapies, and promoting medication adherence through patient education. The Department currently does not have any Patient Care Services Program in place; however, given the recent advancement in health care management, these services have been included in the scope of the POSECMS System.

3.2.4.8 Clinical Support Services

Clinical services include but are not limited to clinical PAs, cost-containment, prospective and retrospective reviews, call center assistance and other requirements identified in this RFP.

3.2.4.9 Quality Management and Compliance Auditing

Quality Management refers to the execution of a set of procedures, policies, practices, and guidelines designed to maximize the level of quality and customer satisfaction associated with a given product or service. Quality Management is a consistent activity that shall be conducted throughout the term of the contract.

Quality Management is a combination of Quality Assurance and Quality Control.

Quality Assurance refers to the activities associated with planning quality into a process, designing the process to achieve high quality results, and adhering to the quality plan.

Quality Control refers to measuring quality through audit and inspection, documenting deficiencies, identifying root cause, and implementing corrective action.

Compliance Auditing shall be performed throughout the term of the Contract to ensure the Contractor is adhering to all federal and state laws and regulations as defined by this RFP. Compliance Auditing will also be used to ensure that pharmacy claims are processing as defined by the requirements of this RFP.

Compliance audits shall be performed on a retrospective basis and apply to all paid claims to monitor for clinical and therapeutic appropriateness and Fraud and Abuse, (such as monitoring and evaluating patterns of members' use of pharmacy services and the cost of those services).

3.2.4.10 Call Center Management

The Contractor shall provide call center support to all Providers and MMPP Participants as described in the requirements of this RFP.

The Contractor shall provide 24/7 call center support for all MPP Providers. The Contractor shall support providers with such topics as claims submission, PAs, and drug rebate. The State's current POS contractor handles most provider inquires and PAs. (see Attachment AA for Provider Call Volume).

The Contractor shall provide call center support for MMPP Participants during normal business hours as defined in the requirements of this RFP. Currently, MMPP is handling all calls from Participants with volume of over 2,000 calls per month. (See Attachment Z for Participant call volumes).

3.2.4.11 Web Portal

The Contractor shall develop, implement, manage, operate, and maintain a Web Portal to support the POSECMS System as described in the requirements of this RFP. The Web Portal shall serve as a static, web site providing MPP Participants and Providers information about the MPP.

In addition to providing public facing information, the web portal shall provide a secure area, requiring login credentials, to:

a. Grant manufacturers access to drug rebate invoices.

b. Grant the Department access to reports, status reports, training documents, contract materials, and other documentation as determined by the Department.

3.3 General Requirements

3.3.1 Required Project Policies, Guidelines and Methodologies

The Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects, which may be created or changed periodically. It is the responsibility of the Contractor to ensure adherence and to remain abreast of new or revised laws, regulations, policies, standards and guidelines affecting project execution. These may include, but are not limited to:

A. The State of Maryland System Development Life Cycle (SDLC) methodology at: www.DoIT.maryland.gov - keyword: SDLC;

B. The State of Maryland Information Technology Security Policy and Standards at: www.DoIT.maryland.gov - keyword: Security Policy;

C. The State of Maryland Information Technology Non-Visual Standards at: http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx;

D. The State of Maryland Information Technology Project Oversight at: www.DoIT.maryland.gov - keyword: IT Project Oversight.

3.3.2 POSECMS System Implementation

The POSECMS System implementation, also known as Transition In, phase of this contract consists of all the activities necessary to validate contractual requirements, design a system or set of systems to meet contractual requirements, and perform all the work needed to develop/configure those systems.

Contractor Requirements:

3.3.2.1 Implement a POSECMS System, ancillary Functionalities and technologies, and any other technical and/or operational infrastructure necessary to operate the MD Pharmacy POSECMS System as described in the requirements of this RFP.

3.3.2.2 Implement the POSECMS System and other necessary aspects of the RFP within six (6) months of receiving the Notice to Proceed (NTP) or as otherwise directed by the Contract Manager (SLA 3.8.1).

3.3.2.3 Be responsible for obtaining and maintaining an office of operations as required by this RFP. See Section 3.3.2.19 for site requirements.

3.3.2.4 Work with the Department and the incumbent Contractor to plan project activities and milestones, agree upon project timelines, validate project requirements, define quality gates, manage project changes, test requirements, and obtain approval for project deliverables. See Section 3.3.2 for implementation activities.

3.3.2.5 Ensure all Call Center Representatives are trained prior to go-live. Call Center resources that respond to inquiries must be in place prior to Provider training being completed so that Providers and Participants can obtain information about the new POSECMS prior to statewide implementation. See Section 3.3.3.17 for Call Center requirements.

3.3.2.6 Develop and submit for approval a Project Management Plan, consistent with the requirements identified in Section 3.3.2.15, to effectively manage the implementation.

3.3.2.7 Submit a Draft Project Management Plan at the project kick-off meeting. The Contractor shall update the Project Management Plan based on the Department's feedback and submit the final version for formal approval prior to executing to the plan.

3.3.2.8 Be responsible for ensuring the POSECMS System is certified by CMS to consider the implementation successful. See Section 3.3.2.18 for certification requirements.

3.3.2.9 Obtain an office site in accordance with the requirements of the RFP. See Section 3.3.2.19 for site requirements.

3.3.2.10 Hold a Kick-Off Meeting to:

a. Introduce the formal Project Manager and other implementation staff;

b. Demonstrate their understanding of the project and Contract by providing an overview of the major requirements and the Contractor's approach to meeting them;

c. Review the major areas of the Draft Project Management Plan;

d. Communicate the expectations of the State staff during the implementation;

e. Answer any questions from the State staff;

f. Ask questions of the State staff to gain clarity on requirements or other aspects of the project;

g. Submit the Draft Project Management Plan for the Department's feedback and approval;

3.3.2.11 Manage the execution of the approved Project Management Plan;

3.3.2.12 Obtain all necessary sign-offs and approvals for quality gates and deliverables;

3.3.2.13 Have all infrastructure and staff ready to enter operations upon the Department's sign-off and approval to go-live.

3.3.2.14 **Project Management**

3.3.2.14.1 Apply PMBOK, and other recognized standards, regulations, and industry best practices to minimize project risk and maximize project success.

3.3.2.14.2 Apply sound and recognized Project Management practices, methodologies, techniques, and tools during the implementation of the POSECMS System as appropriate during operations.

3.3.2.14.3 Develop an actionable Project Management Plan to effectively manage the activities associated with implementing the POSECMS System.

3.3.2.14.4 Designate a full-time Project Manager to act as the chief point of contact for all project matters.

3.3.2.14.5 Establish a formal Project Team that shall be responsible for supporting project activities, performing project work, and developing project documentation.

3.3.2.14.6 Adhere to all applicable federal and state policies on Project Management. Go to http://doit.maryland.gov/policies/Pages/default.aspx for guidance on State policies.

3.3.2.15 **POSECMS System Implementation Project Management Plan**

3.3.2.15.1 Develop and submit for approval a Project Management Plan (Deliverable 3.9.3.1) that describes how the project will be planned, executed, monitored, controlled, and closed.

3.3.2.15.2 The Project Management Plan is developed through a series of integrated processes and is progressively updated through the life of the project.

3.3.2.15.3 The Project Management Plan consists of several detailed subsidiary plans integrated into a single comprehensive body of work. Collectively, this document, and the referenced subsidiary plans are referred to as the Project Management Plan.

3.3.2.15.4 Changes to the Project Plan and all its subsidiary plans are managed by the Change Control Process as detailed in the Change Management Plan.

3.3.2.15.5 The following list includes the individual detailed subsidiary plans the Department requires at a minimum. The Contractor may use additional plans as they deem appropriate to facilitate project success.

3.3.2.15.5.1 Project Master Schedule

a. Develop and submit for approval a Project Master Schedule as part of the overall Project Management Plan. The Project Schedule is used to monitor actual progress against the Project Management Plan.

b. The Project Master Schedule shall identify all the tasks needed to complete the project objectives, tasks durations, logical relationships, start/finish estimates, project resources and tasks durations.

3.3.2.15.5.2 Training Management Plan

a. Develop and submit for approval a Training Management Plan as part of the overall Project Management Plan.

b. The Training Management Plan shall describe how the Contractor wi11 meet all the training requirements of this RFP as described in Section 3.3.2.17.

3.3.2.15.5.3 Communications Management Plan

a. Develop and submit for approval a Communications Management Plan as part of the overall Project Management Plan.

b. The Communications Management Plan considers who needs information, what information is needed, when information is needed, where the information is stored, in what format information is stored in, and how information is disseminated to stakeholders.

c. The Communications Management Plan shall document all the Department's communications needs, including the status reporting and project monitoring, and create a process to meet those needs.

d. The Communications Management Plan defines the processes that are required to ensure timely and appropriate collection, storage, retrieval, distribution, management, and ultimate disposition of project information.

3.3.2.15.5.4 Status Reporting (Deliverable 3.9.3.12)

a. Project Status Reporting shall be defined in the Communications Management Plan.

b. Prepare written status reports at a frequency approved by the Department.

c. Attend, support, coordinate, manage, and facilitate status meetings on a schedule approved by the Department.

d. Hold weekly status meetings unless otherwise approved by the Contract Manager.

e. Status Reporting shall include, at a minimum:

1) Activities completed in the preceding reporting period.

2) Activities planned for the next reporting period.

3) A report on issues that need to be resolved and resolution status.

4) A report on the status of risks, with special emphasis on change in risks, risk triggers, or the occurrence of risk items.

5) A report on the status of each task in the Project Master Schedule that is in

progress, slipping or late.

f. Monthly status reports shall summarize data from the weekly reports, including executive summaries for the presentation to management and oversight bodies. The format for these reports shall be approved by the Department.

3.3.2.15.5.5 Risk and Issue Management Plan

a. Develop and submit for approval a Risk and Issue Management Plan as part of the overall Project Management Plan.

b. The Risk and Issue Management Plan defines how risk management activities for the project are conducted.

c. The Risk and Issue Management Plan shall address risk/issue identification, analysis, monitoring and control, risk mitigation and issue management response.

d. The Risk and Issue Management Plan shall describe how the Contractor shall perform an initial risk assessment and identify risk mitigation strategies.

e. The Risk and Issue Management Plan shall describe how the Contractor shall maintain and develop a Risk Registry and Issues Log for all project risks and issues.

f. The Risk and Issue Management Plan shall describe how the Contractor shall identify, prioritize, and address significant architectural and security risks during Implementation.

3.3.2.15.5.6 Quality Management Plan

a. Develop and submit for approval a Quality Management Plan as part of the overall Project Management Plan.

b. The Quality Management Plan identifies the quality requirements and/or standards applicable to the project and its deliverables, and how those quality requirements shall be met.

c. The Quality Management Plan describes how the organization's quality policies, as described in the requirements of this RFP, shall be incorporated into project activities, and monitored for compliance throughout the implementation of the POSECMS System.

d. The Quality Management Plan describes how the Contractor shall conform with HIPAA standards and protocols.

e. The Quality Management Plan describes how the Contractor shall create, monitor, and measure system performance standards.

3.3.2.15.5.7 Requirements Management Plan

a. Develop and submit for approval a Requirements Management Plan as part of the overall Project Management Plan.

b. The Requirements Management Plan describes how the Contractor shall enhance its understanding of the RFP requirements through the facilitation of Requirements Validation Sessions.

c. Develop a Requirements Traceability Matrix (Deliverable 3.9.3.2) that lists all requirements associated with this RFP and associates them to operational functions, system functionality, test cases and deliverables.

d. Clarify RFP requirements and identify the AS-IS and TO-BE state of the system and operations.

e. Extract and document the unique business rules for the POSECMS System for all Pharmacy Programs in scope.

f. Produce a Business Rules Definition Document (Deliverable 3.9.3.3) that lists all the business rules detailed in this RFP and extracted through Requirements Validation sessions and all applicable requirements and standards.

1) The Business Rules Definition Document shall be segregated by Pharmacy Program: MMPP, KDP, BCCDT, and MADAP.

3.3.2.15.5.8 Deliverables Management Plan

a. Develop and submit for approval a Deliverables Management Plan as part of the overall Project Management Plan.

b. The Deliverables Management Plan defines how the Contractor works with the Department to obtain a mutual understanding on the expectations for a particular deliverable.

c. The Deliverables Management Plan shall adhere to the requirements in Section 3.9.

d. The Deliverables Management Plan describes the Deliverables Expectation process.

1) The Deliverables Expectation process shall include the submission of a Deliverables Expectation Document (DED) for each deliverable.

2) The DED shall describe the format, intent, structure and content of all project deliverables prior to their development or submission.

3.3.2.15.5.9 Interface Management Plan

a. Develop and submit for approval an Interface Management Plan as part of the overall Project Management Plan.

b. The Interface Management Plan describes how the Contractor shall work with the Department and its business partners to identify, track, develop, test, implement, maintain, and operate all interfaces necessary to meet the requirement of this RFP. See Attachment BB for a list of interfaces.

c. Track and document the successful development and testing of all interfaces necessary to meet the requirements of this RFP. The Contractor shall submit the documented Interface Test Results (Deliverable 3.9.3.9) accompanied by a cover letter that lists all interfaces tested and attests to their successful testing.

d. Perform all testing necessary to ensure that files are loaded, updated, correctly accurately on a timely basis.

3.3.2.15.5.10 Conversion Management Plan

a. Develop and submit for approval a Conversion Management Plan as part of the overall Project Management Plan.

b. The Conversion Management Plan shall describe how the Contractor shall work with the Department and its business partners to test and manage all data conversions needed to meet the requirements of this RFP.

c. Track and document the successful conversion of all data sources necessary to meet the requirements of this RFP. The Contractor shall submit the documented Conversion Results (Deliverable 3.9.3.7) accompanied by a cover letter that lists all converted data sources and attests to their successful conversion.

3.3.2.15.5.11Change Management Plan

a. Develop and submit for approval a Change Management Plan as part of the overall Project Management Plan.

b. The Change Management Plan defines what project documents, activities and artifacts are subject to the formal change control process.

c. The Change Management Plan includes all aspects of the change control process such as a description of the Change Control Board, templates, and the list of documents subject to formal Change Control.

d. The Change Management Plan describes how the Contractor shall notify the State of any changes being implemented.

3.3.2.15.5.12 Staffing Management Plan

a. Develop and submit for approval a Staffing Management Plan as part of the overall Project Management Plan. See Section 3.3.4 for a list of Key and Critical Staff.

b. The Staffing Management Plan provides guidance on how project resources should be defined, staffed, managed, and released throughout the term of the Contract.

c. The Staffing Management Plan shall contain a Staffing Plan that identifies the resources needed on the project, when those resources are needed, and the plan to on-board and off-board resources in accordance with the needs of the project.

d. The Staffing Management Plan shall include organizational charts with defined roles and responsibilities.

e. The Staffing Management Plan shall describe how the Contractor shall provide appropriate training and management supervision to all staff throughout the project.

3.3.2.15.5.13 Schedule Management Plan

a. Develop and submit a Schedule Management Plan as part of the overall Project Management Plan.

b. The Schedule Management Plan establishes the policies and procedures for planning, developing, managing, and controlling the Project Master Schedule.

c. The Department must approve Contractor's initial Project Master Schedule and

all subsequent changes to the Project Master Schedule.

3.3.2.15.5.14 Privacy and Security Management Plan

a. Develop and submit for approval a Privacy and Security Management Plan as part of the overall Project Management Plan.

b. The Privacy and Security Management Plan defines how privacy and security implications, considerations, and requirements shall be identified and complied with throughout the life of the project.

c. The Privacy and Security Management Plan shall identify any pertinent Privacy and Security standards, regulations or laws applicable to the project.

d. The Privacy and Security Management Plan shall describe the activities, processes, and tools used to measure and ensure compliance.

3.3.2.15.5.15 Test and Evaluation Management Plan (TEMP)

a. Develop and submit for approval a Test and Evaluation Management Plan as part of the overall Project Management Plan.

b. Provide the Department access to a testing/training facility, at the Contractor's local office, along with all necessary hardware, software and network access required to conduct thorough testing.

c. Provide the ability for the Department to remotely and securely access the training environment.

d. Provide progress updates on testing activities such as test case development, testing, and defect resolution as part of routine status reporting.

e. Track and document the successful testing of all the requirements of this RFP. The Contractor shall submit the documented Test Results accompanied by a cover letter that certifies the system has been thoroughly tested and is ready for User Acceptance Testing (UAT).

f. The TEMP shall describe how operational procedures, the POSECMS System, and all ancillary Functionality are tested to ensure compliance with the requirements of this RFP.

g. The TEMP shall describe how the Contractor shall:

1) Utilize the Requirements Traceability Matrix (RTM) to identify the testing needs of each requirement and link them to the appropriate operational/system test cases/scenarios.

2) Identify and develop a suite of test cases/scenarios to thoroughly test each requirement.

3) Manage environments for unit, integration, regression, and user acceptance testing.

4) Manage code promotion through the various environments.

5) Convert or create data for testing as determined by the Department.

6) Conduct thorough testing of systems functionality and operational

procedures to ensure requirements are met and Service Level Metrics are achievable.

7) Log, categorize, and track defects from identification through resolution.

8) Perform defect resolution and fine-tuning activities to correct defects and enhance system performance.

9) Support User Acceptance Testing.

10) Conduct and Support Operational Readiness Testing.

h. Systems Test Results

1) Submit to the Department the results of the systems tests conducted prior to entering UAT.

2) The Systems Test Results shall demonstrate that the Contractor thoroughly tested the system against all requirements of the RFP.

3) The Systems Test Results shall identify all requirements tested, the associated test cases/scenarios, the disposition of the test (pass/fail), defect tracking and resolution including unique defect tracking numbers linked to test case numbers.

4) Provide the results of Systems Testing (Deliverable 3.9.3.6) upon its successful completion along with a cover letter documenting that the milestone has been completed and User Acceptance Testing may begin. The cover letter shall attest that the System has been tested against all system requirements, the UAT environment is defect free, and the UAT environment has been loaded with all necessary data.

i. User Acceptance Testing (UAT)

1) Support the Department on all aspects of UAT including training, test case identification, test case creation, converting and providing test data, providing access to the training facility, providing all testing materials and documents, and providing technical support.

2) The User Manual and Provider Manual shall be tested against the system to ensure accuracy and completeness during UAT.

3) Provide a UAT test environment(s) that mirror production and utilize converted data.

4) The successful completion of UAT is a pre-requisite to system operations.

5) Provide the results of User Acceptance Testing (Deliverable 3.9.3.8) upon its successful completion along with a cover letter documenting that the milestone has been completed and Operational Readiness Testing may begin.

j. Operational Readiness Testing (ORT)

1) Conduct Operational Readiness Testing to ensure operational procedures are aligned with system functionality and the requirements of this RFP.

2) Test the Operational Procedure Manual, User Manual, and Provider Manual to ensure accuracy and completeness during ORT.

3) The Department shall participate in ORT as determined by the Department.

4) Track and document the successful testing of all operational procedures necessary to meet the requirements of this RFP. The Contractor shall submit the documented ORT Results (Deliverable 3.9.3.10) accompanied by a cover letter that attests to its successful completion.

k. Defects

1) A defect shall be defined as any condition in which the POSECMS System or any ancillary systems fail to operate or fail to operate in accordance with approved design.

2) A defect may occur if the POSECMS System or any ancillary systems do not meet all requirements of this RFP.

3) To exit testing, all defects must be resolved or there must be a plan for resolution of the remaining defects as determined by the Department.

4) Defects shall be classified in accordance the following the Department definitions of defect severity.

i. Level 1- Defects resulting in the complete or partial failure of a critical Business Function and/or system functionality where there is no acceptable work around. Level 1 Defects shall be resolved before further testing and/or development can continue. All Level 1 defects shall be resolved before the System is put in operation.

ii. Level 2 - Defects resulting in the complete or partial failure of a critical Business Function and/or system functionality where an acceptable work around exists. The State may allow Level 2 defects to exist in production depending on the impact to functionality and the nature of the workaround. The State shall provide formal written approval to allow Level 2 defects to exist in operations. Any Level 2 defects that exist in operation must be accompanied by Defect Resolution plan that outlines the nature of the defect, the steps needed to resolve the defect, the resources needed to resolve the defect, and the time needed to resolve the defect.

iii. Level 3 - Defects resulting in the failure of a minor process or minor loss of function where there is a relatively easy and acceptable work around. Defects that are cosmetic in nature such as background color or logos. The State may allow Level 3 defects to exist in operations. The State may require a Defect Resolution plan depending on the nature of the Level 3 defect.

3.3.2.15.5.16Certification Readiness Plan

a. Develop and submit for approval a Certification Readiness Plan as part of the overall Project Management Plan. See Section 3.3.2.18 for certification

requirements.

b. The Certification Readiness Plan shall define how:

1) Certification requirements are captured and tracked as part of the overall Requirements Traceability Matrix;

2) Certification requirements are mapped to operational and technical requirements to ensure compliance; and

3) Certification requirements are tested to ensure compliance.

3.3.2.16 **User Manuals**

3.3.2.16.1 Provider Manual (Deliverable 3.9.3.4)

a. Develop a Provider Manual, tailored towards Pharmacists, Certified Pharmacy Technicians, and other eligible Pharmacy Providers (http://www.mdrxPrograms.com/ooep.html#PI).

b. Validate the Provider Manual during Systems Testing.

c. Submit a draft Provider Manual to be tested during UAT and ORT.

d. Update the Provider Manual as a result of UAT and ORT so that it accurately reflects the System during operations.

e. Make available electronically via the Web Portal.

f. Be maintained and updated as System updates and policy changes occur.

g. Provide detailed instruction and guidance (but not limited) to areas such as:

1) Claims Submission

2) PA

3) Eligibility

4) PRO-DUR/Coordinated PRO-DUR

5) E-Prescribing

6) Patient Care Services

7) Call Center Services (PAs and Clinical Support)

8) Technical Assistance (Call Center\Web Portal)

9) Coordination of Benefits

10) The POSECMS Network

3.3.2.16.2 MDH User Manual (Deliverable 3.9.3.5)

a. Develop a MDH User Manual tailored towards the Department's staff.

b. Test the MDH User Manual during Systems Testing.

c. Submit a draft MDH User Manual to be tested during UAT and ORT.

d. Update the MDH User Manual as a result of UAT and ORT so that it accurately reflects the System during operations.

e. Make available electronically via the Web Portal.

f. Provide one (1) electronic and thirty (30) paper copies to Departmental staff of the manual which contains detailed information necessary to use the POSECMS System.

g. Be maintained and updated as System updates and policy changes are implemented.

h. Provide detailed instruction and guidance (but not limited) to areas such as:

1) PA

2) Claims Review

3) Report Generation

4) Drug Rebate

3.3.2.16.3 Operational Procedure Manual (Deliverable 3.9.3.11)

a. Develop an Operational Procedure Manual (OPM) tailored towards the Contractor's POSECMS staff.

b. Test the Operational Procedure Manual during Systems Testing.

c. Submit a draft Operational Procedure Manual to be tested during UAT and ORT.

d. Update the Operational Procedure Manual as a result of UAT and ORT so that it accurately reflects the System during operation.

e. Be maintained and updated as System updates and policy changes are implemented.

f. Develop in accordance with Section 3.3.3.3.

3.3.2.17 **Implementation Training Requirements**

3.3.2.17.1 Support all training activities during the implementation of the POSECMS System.

3.3.2.17.2 Be responsible for developing and delivering comprehensive training and related documentation and materials.

3.3.2.17.3 Provide the staff necessary to meet the training-related requirements specified in this RFP.

3.3.2.17.4 Ensure that all Key and Critical Operations Personnel (Section 3.3.4) have been sufficiently trained on the POSECMS System prior to commencement of UAT activities.

3.3.2.17.5 Provide training to the Department's staff, Pharmacy Providers, Prescribers, and business partners.

3.3.2.17.6 Provide a comprehensive demonstration of all Call Center operations as part of Operational Readiness Testing.

3.3.2.17.7 Complete all activities listed in section 3.3.2.13 to receive payment for the updated Provider Manual, User Manual, and Operational Procedure Manuals as a result of testing as described in Section 3.3.2.15.5.15.

3.3.2.17.8 Provide the following in support of training:

a. Training facility
b. Hardware/software
c. Desktop computers
d. Training staff
e. Training materials

3.3.2.17.9 Provide the following types of training:

a. Classroom training
b. Computer-Based Training (CBT)
c. Web-Based Training (WBT).

3.3.2.17.10 Provide the following training to Providers:

a. Conduct five regional Provider training sessions prior to the implementation of the POSECMS System.
    1) Perform Provider outreach functions to ensure maximum Provider participation in training sessions.
    2) Each provider training sessions shall be a minimum of two hours in duration.
    3) Training on all aspects of the Provider Manual including such topics as claims submission, PAs and how to obtain technical assistance.
    4) The five regional trainings shall be geographically distributed as listed below:
        i. 1 x Hagerstown
        ii. 2 x Baltimore
        iii. 1 x Southern Maryland
        iv. 1 x Eastern Shore
b. Make all five Provider training sessions available in person and via live webinar. Record all Provider training sessions.
c. Make all training videos and materials available via the Web Portal.
d. Develop all training materials in a format approved by the State.
e. Update any and all training materials at the discretion of the Contract Manager.
f. Develop training videos and materials for Pharmacy Providers and Prescribers on the E-Prescribing Functionality.
g. Develop training videos and materials for Pharmacy Providers MTM Functionality.
h. Maintain all training materials to reflect the latest version of the POSECMS System.
i. Post training schedules on the websites (Section 3.3.3.18) and generate training

correspondence for users who do not have access to the Web Portal.

j. Provide a forum to allow users to submit questions concerning Provider training and respond to all inquiries.

k. Develop and submit for approval the training curriculum and training materials one (1) month prior to delivery of a training session.

l. At the discretion of the Contract Manager, the Contractor will provide the updated version of training materials to the Department within 15 calendar days of receipt of the identified change(s) or sooner if there is a scheduled training session that shall be impacted.

m. Maintain documentation of participation in facilitated training, including training course name, trainer's name, date and location of the training.

n. Develop, distribute, and evaluate Provider Satisfaction Surveys from training sessions and submit to the Department a summary of the Provider responses within five (5) business days of the training session.

1) Utilize the results of the Provider Satisfaction Surveys to update Provider training, manuals and approach as appropriate.

o. Provide specialized training materials, at the discretion of the Contract Manager, to address focused information for targeting specific entities.

3.3.2.17.11 Provide the following training to the Department:

a. Provide training for Departmental staff, on the use of the POSECMS System, its application and ad-hoc reporting capabilities:

1) Train only five (5) individual staff per session unless otherwise stated by the Contract Manager.

2) The training shall be at a location determined by the Department (may or may not be a State location).

b. Train Department staff on all aspects of its Manufacturers Rebate Program accounts receivables system.

c. Provide training manuals and updated documentation for each person being trained.

d. Be written in plain English, MSWord format or any other format requested by the Department.

e. Produce PowerPoint™ or similar materials for classroom course presentation and provide hard-copies to all Participants.

f. Develop and submit for approval training plans and training materials one (1) month prior to delivery of a training session.

g. At the discretion of the Contract Manager, the Contractor will provide the updated version of training materials to the Department within fifteen (15) calendar days of receipt of the identified change(s) or sooner if there is a scheduled training session that shall be impacted.

h. Develop, distribute, and evaluate User Satisfaction Surveys from training

sessions and submit to the Department a summary of the User responses within five (5) business days of the training session.

1) Utilize the results of the User Satisfaction Surveys to update User training, manuals and approach.

i. Maintain documentation of participation in facilitated training, including training course name, trainer's name, date and location of the training.

j. Provide individualized training to all the Department-designated users authorized to access, view, and use the system in the use of all components of the POSECMS System and any supporting components including the Drug Rebate Program.

k. Offsite staff and other Department business partners, as determined by the Department, shall have the same training made available to them as the Department's on-site staff.

3.3.2.18 **Certification Requirements**

3.3.2.18.1 Submit a Certification Readiness Plan as part of the overall Project Management Plan.

3.3.2.18.2 Assign a Certification Manager responsible for the development and execution of the Certification Readiness Plan to achieve System certification;

a. The Certification Manager shall serve as the primary point of contact for all matters associated with system certification.

b. The Certification Manager shall provide status updates on System certification as part of regular status reporting.

c. The Certification Manager shall administer, support, facilitate, and manage all certification activities to include maintaining certification artifacts and documents, facilitating meetings, and serving as a liaison with CMS on certification matters.

3.3.2.18.3 Design, develop and implement a POSECMS System that meets all certification requirements and standards of CMS (see Attachment LL).

3.3.2.18.4 Achieve CMS certification retroactive to the first day of operations (SLA 3.8.2).

3.3.2.18.5 Follow the preparation guidelines in the Medicaid Enterprise Certification Toolkit (MECT) (also referred to as the Toolkit), or its successor, in designing and implementing the POSECMS System.

3.3.2.18.6 Ensure that POSECMS System certification is planned into the project activities to ensure they achieve certification objectives.

3.3.2.18.7 Include certification activities in the Project Master Schedule as part of the overall Project Management Plan.

3.3.2.18.8 Provide continuity in staffing through completion of certification activities and shall retain sufficient on-site systems and operations staff to assist with resolving any problems or issues encountered during the certification process.

3.3.2.18.9 Submit a formal letter to the Department fifteen (15) days after completion of six (6) months of operations attesting that the POSECMS System has been implemented and operating in compliance with CMS Certification Checklist requirements.

3.3.2.18.10 If CMS determines at any time during the Contract period that the POSECMS System or any component part of it does not meet certification standards, the Contractor shall correct the certification deficiency and shall be responsible for any additional costs and applicable penalties pursuant to the Contract terms.

3.3.2.19 **Site Requirements**

3.3.2.19.1 Obtain a primary project site and supporting environment to support the implementation and operations of the POSECMS System.

3.3.2.19.2 The Contractor's local facility shall be located within a twenty-file (25) mile radius of the State's offices at 201 West Preston Street, Baltimore, MD 21201.

3.3.2.19.3 The Contractor may leverage any facilities already owned that meet the distance requirements.

3.3.2.19.4 A location accessible via the MTA, Metro (Maryland Subway System) or Light Rail lines and with adequate available parking is preferred.

3.3.2.19.5 The Contractor's primary Call Center shall be staffed and operated at the Contractor's local facility during normal business hours.

3.3.2.19.6 The Contractor may use an offsite Call Center to support providers during non-business hours. Offsite refers to any facility that is not the main POSECMS office of operations. All facilities, including those offsite, must be in the contiguous United States. No facility may be operated out of a foreign country.

3.3.2.19.7 Provide secure and climate-controlled space for archiving all paper documents.

3.3.2.19.8 Store physical documents at the local facility for three (3) years, after three (3) years physical documents may be stored offsite as long as they are retrievable within the timeframes determined by the Department.

3.3.2.19.9 Provide access to the local facility during standard business hours to Department employees designated by the Department, without prior notice, admission, escort, or other restrictions.

3.3.2.19.10 Establish appropriate protocols to ensure that physical property/facility security and data confidentiality safeguards are maintained.

3.3.2.19.11 Provide access to the Department to other facilities used to support the POSECMS System. Access shall be granted within five (5) business days of the request.

3.3.2.19.12 At the Contractor's facility, the Contractor shall provide:

a. Office space and supporting equipment for one (1) MPP staff throughout the term of the Contract. Supporting equipment shall include, at a minimum:

   1) Operational networked workstation with printer access

   2) Telephone

   3) Desk

4) Chairs

5) Document filing cabinet

6) One (1) parking space for designated the Department staff

b. Computer access with sufficient software and support to allow the Departmental staff to perform monitoring functions on the Call Center.

c. Access to the Drug Rebate System and functionality.

d. Proper controls over temperature, humidity, air movement, cleanliness, and power shall be maintained to avoid computer down time and malfunctions.

e. Designated users shall be trained to monitor environmental control procedures, equipment, and response procedures in case of emergencies or equipment problems.

f. All site(s) shall be protected from power failures and other electrical anomalies. A suitable electrical supply shall be provided that:

1) Includes an uninterruptible power supply (UPS) for equipment supporting critical business operations to support orderly shutdown or continuous running.

2) Equipment shall be regularly checked to ensure it has adequate capacity and tested in accordance with the manufacturer's recommendations.

3) Provide safeguards against power outages, power surges, brown-outs, blackouts and other power failure events.

4) May include multiple feeds to avoid a single point of failure in the power supply.

3.3.2.19.13 Be responsible for providing all physical equipment, including but not limited to, computers, copiers, scanners, telephones, faxes, and servers needed to support the completion of all contracted tasks.

3.3.2.19.14 Backup, Disaster Recovery and contingency activities shall be performed at sites specified by the Contractor, subject to State approval. See Section 3.3.6.3 for Disaster Recovery Requirements

3.3.2.19.15 Provide a courier service between the Department and the Contractor's local facility. The courier service shall make three pick-ups and three deliveries per week at the direction of the Contract Monitor.

3.3.3 POSECMS Services Operations & Maintenance

3.3.3.1 Operations Management and Systems Maintenance

Contractor Requirements:

3.3.3.1.1 Operations Management and Systems Maintenance involves the planning, organizing, management, and constant improvement of the daily activities required for the Contractor to effectively provide services in compliance with the requirements of this RFP for the term of the Contract.

3.3.3.1.2 Load five (5) years of claims data into the POSECMS System for use in claims adjudication and review.

a. New data generated through the life of the Contract and any option period shall be added to the claims data.

b. No data shall be purged or archived from the POSECMS System for the life of the Contract.

3.3.3.1.3 Load all historical Drug Rebate data, as described in Section 3.3.3.13.87, into the POSECMS System.

3.3.3.1.4 Operate and maintain the POSECMS System in a manner that complies with all federal, state, and Departmental policies, rules, laws, and regulations including HIPAA.

3.3.3.1.5 Provide web-based access to the POSECMS System and all ancillary systems so they may be securely accessed by the Department. This means all systems must be accessible via a URL provided to the Department, requiring valid credentials in the form of username and password.

3.3.3.1.6 Operate and maintain the POSECMS in support of the MPP.

3.3.3.1.7 Appoint an Account Manager to serve as the primary point of contact for all POSECMS System matters as described in Section 3.3.4.

3.3.3.1.8 Operate and maintain the POSECMS System to support the requirements of the following functional areas:

a. Pharmacy Point of Sale Claims Processing

b. PRO-DUR

c. Coordinated PPRO-DUR

d. Drug Formulary

e. E-Prescribing

f. Drug Rebate

g. Patient Care Services

h. Clinical Support Services

i. Quality Management and Compliance Auditing

j. Call Center

k. Web Portal

3.3.3.1.9 Develop and submit for approval by the Department an Operations Procedure Manual (OPM) in compliance with the requirements in Section 3.3.3.3.

3.3.3.1.10 Provide staff adequate to operate and maintain the POSECMS System per Section 3.3.4.

3.3.3.1.11 Provide Training in support of the POSECMS System as described in the requirements of this RFP and Section 3.3.3.7.

3.3.3.2 Systems Maintenance and Support

Contractor Requirements:

3.3.3.2.1 All Systems Maintenance and Support activities shall be considered in scope of the Contract, the Contractor shall not be eligible for any additional payment associated with Systems Maintenance and Support activities.

3.3.3.2.2 Provide all technical expertise, staff, equipment, and overall technical infrastructure needed to effectively operate and maintain the POSECMS System and all ancillary systems.

3.3.3.2.3 Provide all technical and human resources and activities needed to operate and maintain the POSECMS System and ancillary systems in compliance with the requirements of this RFP.

3.3.3.2.4 Systems Maintenance includes not only the POSECMS System but all ancillary systems, such as the Call Center Customer Relationship Management (CRM) and Web Portal, needed to meet the requirements of this RFP.

3.3.3.2.5 Systems Maintenance and Support shall include monitoring and managing network security such as intrusion detention.

3.3.3.2.6 Systems Maintenance shall include the development and maintenance of all systems documentation including the MDH User's Manual, Provider Manual, training materials, POS Operations Procedure Manual, interface layouts and the Business Rules Definition Document, as required.

3.3.3.2.7 Systems Maintenance shall include the management and maintenance of business rules including the implementation/modification of system edits, development/modification of reports and management of Web Portal content.

3.3.3.2.8 Systems Maintenance shall include the development, implementation, management, and maintenance of all system interfaces and data exchanges with the Department and other business partners.

3.3.3.2.9 System Maintenance shall include all software updates, fixes, patches, and fine-tuning required to operate and maintain the POSECMS System and any ancillary systems necessary to meet the requirements of this RFP.

3.3.3.2.10 System Maintenance shall include the routine repair and replacement of hardware needed to keep the POSECMS System and all ancillary systems operational and in adherence with the requirements of this RFP.

3.3.3.2.11 Produce and submit performance indicator reports at monthly status meetings.

3.3.3.2.12 Ensure that both hardware and software is upgradeable and expandable with regular maintenance.

3.3.3.2.13 Apply, test, and implement software and hardware upgrades in a controlled manner to prevent disruption to users per the Department's agreed upon schedule.

3.3.3.2.14 Describe its Systems Support and Maintenance policies and procedures as part of the overall OPM, including:

a. Standard Operating Policies and Procedures

b. Change Management Methodology and Strategy

c. Communications Management Methodology and Strategy

d. Risks and Issues Management Methodology and Strategy

e. Privacy and Security Management Methodology and Strategy

f. Quality Management and Compliance Auditing Methodology and Strategy

g. Report Management Methodology and Strategy

h. Documentation Management Methodology and Strategy

3.3.3.2.15 Ensure all interfaces, communications, and file exchanges are performed in a secure manner.

3.3.3.2.16 Correct all system errors, deficiencies and discrepancies as part of routine Support and Maintenance.

3.3.3.2.17 If the proposed POSECMS system is on a shared platform leveraged by multiple clients, the Contractor shall share test results with the Department for any proposed changes made to the base system prior to their implementation.

3.3.3.2.18 Provide a Data Dictionary to the Department fully explaining drug file data elements. This file shall be produced and submitted prior to go-live and then updated annually. The Contract Monitor shall request an updated Data Dictionary at any time. The Data Dictionary shall be updated and provided to the Contract Monitor within 20 business days of the requests.

3.3.3.2.19 Maintain a customized database, which meets Maryland's specifications. The database shall link drug products through a hierarchy to allow coding changes at the highest possible level.

3.3.3.2.20 Add new drug products and pricing information to the database as drugs enter the market and an audit trail shall be maintained, especially for pricing information.

3.3.3.2.21 Implement revisions to other Program specifications as requested by the Department necessary to comply with State or federal law or regulations.

3.3.3.2.22 Provide full formulary file replacement at least once a year and at the request of the Department.

3.3.3.2.23 Maintain the most current six (6) years of history of drug prices and price changes.

3.3.3.2.24 Provide the following in the event of scheduled System downtime:

a. Formally notify and request approval from the Department prior to scheduled System downtime.

b. Provide the reason for the downtime and when the System is expected to be available.

c. In the event of unscheduled downtime immediately (15 minutes) notify the Department of the downtime, provide an action plan that shall be approved by the Department, to resume System activity, and provide a time when the System is expected to be available.

d. Reports to the Department shall be produced detailing all System downtime.

3.3.3.2.25 Provide the Department release notes upon release approval and prior to release implementation.

System Requirements:

3.3.3.2.26 Be online and accessible 24/7, except for pre-approved scheduled downtime for system maintenance (SLA 3.8.16).

3.3.3.2.27 The POSECMS System, Call Center CRM, Web Portal and other ancillary functionality required to meet the requirements of this RFP shall be available 24 hours per day and seven (7) days per week.

3.3.3.2.28 Communicate with internal MDH systems using Connect:Direct see Attachment DD, or other data exchange tools as directed by the Department.

3.3.3.2.29 To support the state's goals of greater interoperability amongst state system, the solution provided by the Offeror shall have the ability to communicate via Restful APIs.

3.3.3.2.30 Data Governance Process - the proposed solution approach should include the data governance framework covering the below activities:

a. Data Quality - The proposed solution should comply with the state and federal data regulations/policies and other data requirements that effectively support the operations of corresponding lines of business, with high quality of data, e.g. completeness, accuracy, consistency, timeliness and conformity, etc.

b. Data Integration - The proposed solution should provide features that support data integration and data exchange via (RESTful) APIs and third-party data integration solutions,

c. Data Security - The proposed solution should effectively protect the data, including PII and/or PHI data if applicable, in-transit and at-rest; and it should provide logging and auditing features that allow to reconstruct the sequence of events that occurred at the time of security breach with information such as who, when, where, what and how, etc.

3.3.3.3 Operations Procedure Manual (OPM)

Contractor Requirements:

3.3.3.3.1 Develop and submit for approval an OPM (Deliverable 3.9.3.11) that details the daily activities performed and the policies, regulations, laws, and contractual requirements that govern those activities.

3.3.3.3.2 The OPM outlines how the Contractor shall staff, manage, administer, maintain, and operate the POSECMS System, and all other ancillary systems.

3.3.3.3.3 For each of the Pharmacy Functional Areas listed below in (Section 3.3.3.9 through Section 3.3.3.18) the OPM shall provide operational policies and procedures, including narrative text, process diagrams, systems diagrams, swim-lane diagrams, work flow diagrams, and templates, mapped to any applicable laws, regulations, or requirements met by the process.

3.3.3.3.4 The OPM shall detail the methodologies, strategies, tools and techniques that shall be used to oversee the day to day operations of the POSECMS System.

3.3.3.3.5 The OPM shall include:

a. Standard Operating Policies and Procedures (SOPP)

1) The SOPP shall describe and illustrate the operational activities needed to manage the POSECMS System.

2) The SOPP shall contain visual diagrams and charts that illustrate the steps involved in any given process. Diagrams and charts shall include process flow charts, swim-lane diagrams, organizational charts, workflow diagrams, Responsibility Assignment Matrix (RAM)/Responsible Accountable Consulted and Informed (RACI) matrices, and any other type of diagrams/charts the Offeror deems appropriate.

3) The SOPP shall describe how the Contractor shall monitor and fine-tune system performance as part of routine Systems Maintenance.

4) The SOPP shall describe the procedures and protocols associated with unscheduled downtime including how the Department is immediately (15 Minutes) notified.

b. Risks and Issues Management Methodology and Strategy

1) Describes the processes, tools, and techniques used to identify, monitor, assess, manage, communicate, escalate, and respond to operational risks and issues.

2) Describes the development, maintenance, and management of a Systems Risk and Issue Log.

3) Includes a status report that shall identify scheduled System downtime and provide a corrective action taken for any unscheduled downtime that occurred to the Contract Monitor.

c. Communications Management Methodology and Strategy

1) Considers who needs information, what information is needed, when information is needed, where the information is stored, what format information is stored in, and how information is disseminated during operations.

2) Describes the processes, tools, and techniques used manage operational communications.

3) Determine all the Department's communications needs, including the status reporting and operational oversight, and create a process to meet those needs.

4) Describes how the Contractor shall communicate with other Department contractors and business partners to implement, facilitate and maintain interfaces, data exchanges, and meetings.

5) Describes how the Contractor shall communicate status to the Department routinely and during urgent events. Urgent events shall include any situation that disrupts normal business operations and negatively impacts providers or Participants.

d. Status Reporting

1) Status Reporting shall be described as part of the Communications Management Methodology and Strategy.

2) Provide Status Reporting as defined by the requirements in Section 3.3.3.6.

e. Training Management Methodology and Strategy

1) Describes how the Contractor shall meet the operational training requirements defined in Section 3.3.3.7.

f. Privacy and Security Management Methodology and Strategy

1) Describes how the Contractor shall identify, track, and manage the applicable Privacy and Security standards and requirements as defined by this RFP.

2) Consistently test and monitor system performance to identify threats to System performance and security.

3) Comply with the requirements of State Medicaid Manual (SMM) Part 2, section 2080.18(D).

g. Staffing Management Methodology and Strategy

1) Describes how the Contractor shall meet the Staffing requirements of this RFP as described in Section 3.3.4.

h. Report Capability and Generation Management Methodology and Strategy

1) Describes how the Contractor shall meet the Reporting requirements of this RFP as described in Section 3.3.3.4.

i. Change Management Strategy and Methodology (CMSM)

1) Develop a comprehensive Change Control process to ensure all changes are reviewed, approved, managed, implemented and closed in a structured, transparent and effective way.

2) Demonstrate how System changes are managed from identification, selection, planning, development, testing, defect resolution, code promotion and environments, training, and documentation management.

3) Apply formal Change Management to system changes stemming from routine maintenance, defect resolution, fine-tuning, and enhancements.

4) Any changes that impact the Pharmacy Claims processing function shall be subject to the formal Change Control Process.

5) All systems associated with the POSECMS System shall be managed by the Change Control Process defined in the OPM.

6) All software releases and hardware replacements shall be subject the formal Change Control Process.

7) The CMSM describes the submission of formal Change Requests for each change including templates.

8) Complete Change Requests 15 days of being notified of the change or at the Contract Manager's discretion.

9) Change Requests includes:

i. Statement of the scope of the Change Request in relation to subsystems, functions, features, and capabilities to be changed.

ii. Breakdown of the work effort by milestone.

iii. Documentation to support the Change Request.

iv. Change Requests shall be identified as either defect resolution or enhancements.

v. Implementation schedule for the Change Request and, if appropriate, revised schedules for all other concurrently approved Change Requests affected.

10) Change Requests shall be deemed successfully completed when:

i. The Contractor has received initial signoff by the Department as defined in the approved Change Management Plan.

ii. The maintenance activity or modification has been successfully tested and approved by the Department.

iii. The functionality of the Change Request has run in production for 30 calendar days, or through a complete production cycle or at the Contract Manager's discretion.

iv. All documentation for the change has been drafted, approved by the Department and produced and distributed in final form.

11) A Change Request can be cancelled by the Department in writing at any time.

12) The CMSM shall address Configuration Management as part of its overall strategy.

13) The CMSM shall include a process where the impact of a change request against current project activities and priorities is assessed. This includes impacts to timelines and target dates. The Contractor shall recommend mitigation strategies to implement priority change requests while maintaining the integrity of the current schedule.

j. Quality Management and Compliance Auditing Strategy and Methodology

1) The Quality Management and Compliance Auditing Strategy and Methodology describes how quality and adherence to policies, standards, regulations, laws, and contractual requirements are identified, tracked, monitored, and complied with through the term of the Contract.

2) Ensure that all POSECMS operations are managed in a manner that is compliant with HIPAA and other federal/state regulations, laws, and/or policies that govern security and privacy.

3) The Quality Management and Compliance Auditing Strategy and Methodology shall describe the types of audits and the frequency of audits. These shall be considered recommendations by the Contractor until formal approval by the Contract Monitor.

4) The Quality Management and Compliance Auditing Strategy and Methodology shall describe the format and content of audit reports. These shall be considered recommendations by the Contractor until formal approval by the Contract Monitor.

5) Three (3) copies of all requested audit reports shall be submitted to the Department within two (2) weeks of being completed.

6) Review, maintain and report indicators as required under the MPP.

3.3.3.3.6 The OPM shall contain SOPPs (3.3.3.3.5.a) that detail how the Contractor shall support, oversee, execute, control, operate, maintain, monitor, modify, enhance, and otherwise manage the various functional areas of the POSECMS System including:

a. Pharmacy Point of Sale Claims Processing
b. POSECMS System
c. PRO-DUR
d. Coordinated PRO-DUR
e. Automated Drug Formulary
f. E- Prescribing
g. Drug Rebate Program
h. Patient Care Services
i. Clinical Support Services
j. Quality Management and Compliance Auditing
k. Call Center
l. Web Portal
m. Reporting
n. Training
o. Staffing

3.3.3.3.7 The OPM shall address how the Contractor shall operate, maintain, support, update, monitor, modify and enhance the POSECMS System and all ancillary systems including:

a. Physical Security
b. Network Security
c. Performance Monitoring
d. System Maintenance
e. Change Management

f. Defect Management
g. System enhancements
h. Hardware/Software Updates
i. Testing
j. Environments
k. Interfaces and data exchanges
l. Issue Management
m. Escalation
n. Disaster Recovery
o. Compliance Auditing
p. User Acceptance Testing
q. Technical Support

3.3.3.4 Reporting

Contractor Requirements:

3.3.3.4.1 Be responsible for providing, supporting, and otherwise managing, the reporting capabilities, reports and training necessary for supporting the MPP.

3.3.3.4.2 Make all reports and reporting tools accessible to the Department's staff at all Department locations.

3.3.3.4.3 Load five (5) years of claims history data prior to system go-live to initially seed the reporting database(s).

a. New data generated through the life of the Contract shall be added to the claims data.
b. No data shall be purged or archived from the reporting database(s) for the term of the Contract.

3.3.3.4.4 Load all historical Drug Rebate data, as described in Section 3.3.3.13.87, into the reporting database to be used in the development of reports and queries.

3.3.3.4.5 Produce reports in the format determined by the Department.

3.3.3.4.6 The list of high-priority reports identified in the Table 3-1 are time sensitive and critical to the operations of the Department. The reports below must be provided in compliance with Table 3-1or as otherwise determined by the Contract Manager (SLA 3.8.10).

Table 3-1. List of High Priority Reports

High Priority Reports	
Report Name	**Frequency**
Top 20 Drugs by DUR Conflict	Quarterly

High Priority Reports	
Report Name	**Frequency**
Prospective DUR Cost Avoidance by Amount Paid	Quarterly
Summary Report by DUR Conflict, Intervention, and Outcome Codes	Quarterly
Preferred Drug List (PDL Prior Authorization (PA) Report (DUR)	Quarterly
Call Center Report	Quarterly
Top 20 Drugs By DUR Conflict	Annually
Prospective DUR Cost Avoidance by Amount Paid	Annually
Summary Report by DUR Conflict, Intervention and Outcome Codes	Annually
Summary report which includes, top 10 PA Requests by Drug Name, top 10 PA Requests by Drug Class, top 5 Denial Reasons, top 10 Drug Names by Amount Paid and % of Total Spent by Amount Paid, top 10 Drug Names By Claim Count and % of Total Claims.	Annually
Names by Claim Count and % of Total Claims	Annually
Preferred Drug List (PDL) Prior Authorization (PA) Report (P&T)	Quarterly
Top 10 PDL PAs by Therapeutic Classes	Quarterly
CMS 64.9R Quarterly Reports	Quarterly
CMS 64.9R Quarterly Backups	Quarterly

3.3.3.4.7 Provide a monthly and quarterly report to the Department showing a percentage of Providers that are exempt as well as percentage of drug categories.

System Requirements:

3.3.3.4.8 Be flexible and include claims data, E-Prescribing data, Participant, Provider/Prescriber data, MTM related data and drug rebate data history.

3.3.3.4.9 Provide three (3) types of reporting capability to support the POSECMS System.

a. Standard/Canned Reports

1) Standard/Canned reports shall be defined as those reports that have a preapproved format, structure, content, and frequency as determined by the Department.

2) Standard/Canned reports that are produced at a standard format, with standard content, at standard frequencies as defined by the Department.

3) See Attachment CC for a list of required reports.

4) Reports can be requested at a daily, weekly, bi-weekly, monthly, quarterly, or annually as determined by the Department.

5) Reports can be requested at year-to-date, quarter-to-date, calendar year, federal fiscal year, or State fiscal year periods as determined by the Department.

6) Deliver reports per the following schedule:

Table 3-2. Report Frequencies

Report Frequency	Report Accessible via Web Portal
Weekly (Mon-Sun)	Tuesday of the following week
Monthly	Five (5) business days after the end of the month
Quarterly	Ten (10) business days after the end of the quarter
Annually	Thirty (30) calendar days after the end of the year, unless otherwise specified by the Contract Manager

b. Parameter-Driven Reports

1) Parameter-Driven reports shall be defined as those reports that have a pre-approved format and structure but can be generated on-demand by Department staff by providing predetermined parameters that drive the content of the report.

2) Parameters include such data points as:

i. Date ranges
ii. Claims status
iii. Claim Paid Date
iv. Adjudication Date
v. Dates of service
vi. Participant ID
vii. Provider ID/Prescriber ID
viii. NDC/Generic Code Number (GCN)
ix. Invoice Number
x. Invoice Amount
xi. Manufacturer
xii. Price Range
xiii. Transaction Code Number (TCN)/Internal Control Number (ICN)

c. Ad-hoc Reporting

1) Ad-hoc reports shall be defined as those reports that are defined at time of request and may contain any combination of data elements and queries supported by the System.

2) Provide a data mining and report generation tool to support the production of Ad-hoc reports to a minimum of 30 Department staff.

3) Provide staff, with the expertise to generate reports.

4) Train Department staff on how to navigate and operate the reporting tool.

5) Provide the Department access to the reporting tool including any applicable licenses.

6) Support online real-time summary information such as, but not limited to, number and type of Providers, beneficiaries and services.

3.3.3.4.10 Contain a data definition for the Designated Record Set (DRS) that allows it to be included in responses to inquiries and report requests.

3.3.3.4.11 Provide information to assist management in fiscal planning and control.

3.3.3.4.12 Retain all information necessary to support State and Federal initiative reporting requirements.

3.3.3.4.13 Provide access to information such as, but not limited to, paid amounts, outstanding amounts and adjustment amounts to be used for an analysis of timely reimbursement.

3.3.3.5 Electronic Report Repository

Contractor Requirements:

3.3.3.5.1 Implement and maintain an Electronic Report Repository, accessible via the Web Portal, where all Implementation and Operations Reports are stored, categorized, and made accessible to Department staff via secure login. See Attachment CC for a list of reports

3.3.3.5.2 The Reports Repository shall be maintained throughout the term of the Contract and the Repository turned over to the Department at the end of the Contract.

System Requirements:

3.3.3.5.3 The Repository shall be searchable and sortable by date, time, report title, report ID, run date, key words, and other characteristics within the report.

3.3.3.5.4 Make reports available on the Web Portal in compliance with the table in Section 3.3.3.4.8.a.6.

3.3.3.5.5 The Department shall have access into this Report Repository with the ability to select and view/print/copy/download reports.

3.3.3.6 Status Reporting

Contractor Requirements:

3.3.3.6.1 Provide routine operational status reporting and facilitate status meetings with the Department.

3.3.3.6.2 The Status Report shall address both administrative and technical aspects of the System.

3.3.3.6.3 Develop status reports that provide status for MMPP, KDP, BCCDT, and MADAP. The Contractor shall develop the format of these status reports based on the reporting needs of the individual units.

3.3.3.6.4 Contain dashboards, graphs, charts, and tables to illustrate and summarize status information.

3.3.3.6.5 Provide weekly Status Reports and conduct weekly status meetings unless otherwise authorized by the Contract Manager.

3.3.3.6.6 Include weekly processing and transaction counts for all operational areas.

3.3.3.6.7 Produce Monthly and Quarterly Status Reports that summarize data from the weekly reports, including executive summaries for the presentation to management and oversight bodies.

3.3.3.6.8 The Status Report is a formal Deliverable (Deliverable 3.9.3.13) and shall be subject to the Deliverables Expectations Management Process as describe in Section 3.9.

3.3.3.6.9 Unless otherwise authorized by the Department, all status meetings shall be held at the Department location.

3.3.3.6.10 Submit a copy of the monthly Status Report, identifying all pertinent SLA metrics, along with all standard monthly invoices.

3.3.3.6.11 Facilitate and manage aspects of Status Meetings including:

a. Agenda preparation and distribution
b. Preparing the Status Report and accompanying documents
c. Meeting minutes
d. Tracking action items

3.3.3.6.12 Include, at a minimum:

a. Overall status of the System
b. Status of individual Programs and System Functions such as Drug Rebate, Patient Care Services, and PRO-DUR
c. Change Management including the status of defect resolution, fine-tuning, and enhancements
d. Issue Management including the status of risks and issues
e. Completion and/or Initiation of major System activities
f. Staffing
g. Status of the POSECMS System including security and performance
h. Contract issues or activities
i. Status of QMCA activities
j. Call Center performance and activity
k. Web Portal statistics

3.3.3.7 Operational Training Requirements

Contractor Requirements:

3.3.3.7.1 Support all training activities during the management and operation of the POSECMS System.

3.3.3.7.2 Submit its training Strategy and Methodology as part of the overall OPM (Section 3.3.3.3).

3.3.3.7.3 Provide training to the Department's staff, Providers, Prescribers, and Pharmacists to meet the requirements of this RFP.

3.3.3.7.4 Produce all training materials to reflect the latest version of the POSECMS System.

3.3.3.7.5 Leverage existing staff to provide training to the Department.

3.3.3.7.6 Be responsible for developing and delivering comprehensive training and related documentation and materials.

3.3.3.7.7 All training material shall be updated annually or more frequently at the direction of the Contract Manager.

3.3.3.7.8 Maintain attendance records for all facilitated trainings, to include the training topic, course name and ID, trainer's name, date training was held and training location.

3.3.3.7.9 Provide training to the Department's staff as the result of a Change Request as requested by the Contract Monitor. This Training shall take place prior to the Change Request being implemented.

3.3.3.7.10 Provide an updated version of training materials to the Department within 15 calendar days of receipt of the identified Change Request(s) or sooner if there is a scheduled training session that shall be impacted as requested by the Contract Monitor.

3.3.3.7.11 Provide staff with experience and skillsets in the specific functional area necessary to meet the training-related requirements specified in this RFP and provide quality training.

3.3.3.7.12 Leverage the Provider and User Manuals as the primary training tool during Operations. See Section 3.3.3.7 for training requirements.

3.3.3.7.13 Provide the Department and its designee's access to a Training Facility with desktop computers and all the hardware/software necessary to facilitate comprehensive training. The training facility shall accommodate up to 15 concurrent trainees.

3.3.3.7.14 Provide the following types of Training:

a. Classroom training

b. Computer-based training (CBT)

c. Web-based training (WBT)

3.3.3.7.15 Provide the following training services to Providers:

a. During operations, the Provider Manual and Web Portal shall be used as the primary training tools for Providers. See Section 3.3.3.7.12.

b. The Web Portal shall be used to store the Provider Manual, recordings of training seminars, and other provider training materials and informational documents.

3.3.3.7.16 Provide the following training services to the Department:

a. During operations, the User Manual and Web Portal shall be used as the primary vehicle for training the Department's staff.

b. Provide training at the request of the Contract Manager as a result of new hires, System changes, and refresher training.

c. Develop and submit for approval training curriculum and training materials one (1) month prior to delivery of a training session.

d. Provide training materials and updated documentation for each person being trained.

e. The training documentation shall be written in plain English, MSWord format or any other format requested by the Department.

f. Produce PowerPoint™ or similar materials for classroom course presentation or hard-copy publication for all courses.

g. All trainings shall be made available in person, CBT and via webinar.

h. All training webinars shall be recorded and made available via the Web Portal.

i. Develop, distribute, and evaluate User Satisfaction Surveys from training sessions and submit to the Department a summary of the User responses within five (5) business days of the training session. The Contractor shall utilize the results of the User Satisfaction Surveys to update User training, manuals and approach.

3.3.3.8 Pharmacy Point of Sale Electronic Claims Management Services (POSECMS) System

Contractor Requirements:

3.3.3.8.1 Be responsible for the implementation, management, operations and maintenance of Maryland's POSECMS System as defined by the requirements of this RFP.

3.3.3.8.2 Be responsible for the daily operations and maintenance of the POSECMS System, and all other ancillary systems, to include data management, interface management, performance management, Change Control management and security management.

3.3.3.8.3 Provide Technical Help Desk Support Services to all for the reporting and resolution of System issues.

System Requirements:

3.3.3.8.4 Support all aspects of claims processing including, eligibility verification, PA, PRO-DUR, Coordinated PRO-DUR, third party liability (TPL), Preferred Drug List (PDL), and configurable Payment and Pricing methodologies.

3.3.3.8.5 Provide counts of services based on meaningful units such as but not limited to:

a. Service category (e.g., days, visits, units, prescriptions)

b. Unduplicated claims

c. Unduplicated beneficiaries

d. Unduplicated providers

3.3.3.8.6 Provide the capability to produce unduplicated counts within a type of service and in total by month.

3.3.3.9 Pharmacy POS Claims Processing

Contractor Requirements:

3.3.3.9.1 The Contractor shall only be reimbursed for claims that adjudicate to a Paid status. The Department shall not pay for denied, voided, or reversed claims.

3.3.3.9.2 Implement, maintain, and support all interfaces and file exchanges (See Attachment BB for a list of interfaces).

3.3.3.9.3 Implement all requested changes to Provider messages within seven (7) calendar days or less unless otherwise approved by the Department.

3.3.3.9.4 Notify the Department within 15 minutes of the Contractor's knowledge of any System performance issues impacting pharmacy claims adjudication (SLA 3.8.11).

3.3.3.9.5 Notify appropriate Providers via fax, email or phone, when questionable claims are submitted, leading to immediate Provider adjustment of the claims.

3.3.3.9.6 Apply PDL updates within 2 hours of receipt of the PDL file unless otherwise specified by the Department.

3.3.3.9.7 All data obtained, created, generated or received during the term of the Contract shall be owned by the State, the data shall be safeguarded and protected by the Contractor and returned to the State in electronic or other formats as determined by the Contract Manager.

3.3.3.9.8 Perform quarterly reconciliation of all claims processed through the Coordinated Pro DUR and claims reported by each of the MCOs, to identify potential missing claims that were not processed through the Coordinated PRO-DUR.

3.3.3.9.9 Notify Prescribers of their PA exemptions within 5 business days. The Contractor may use any reasonable means of communication such as email, fax, or letter to achieve the 5 business day requirement.

3.3.3.9.10 Ensure it loads all Eligibility files 100% of the time with 100% accuracy at the frequency determined by the Department.

3.3.3.9.11 Notify within fifteen (15) minutes the Contract Monitor of any interface connectivity problems that cause interference with normal business operations.

3.3.3.9.12 Upon request, produce a report listing all current edits, with a flag to distinguish those edits that require PA.

3.3.3.9.13 Allow Department staff to audit PAs.

System Requirements:

3.3.3.9.14 Be compliant with all laws, regulations, standards, policies and general requirements identified in this RFP for the term of the Contract.

3.3.3.9.15 Provide the functionality to support PAs, Prospective Drug Utilization Review, Coordinated Prospective Drug Utilization Review, Third Party Liability, Preferred Drug Lists, Drug Formularies, 340B claims, and flexible payment and pricing methodologies.

3.3.3.9.16 Process all MPP claims, in compliance with the requirements of this RFP (e.g., Maryland Medicaid policy, MPP regulations, and HIPAA requirements).

3.3.3.9.17 Facilitate changes to Benefit Designs within three (3) weeks or as otherwise specified by the Contract Manager.

3.3.3.9.18 Establish a "Payor of last resort" claims hierarchy based on the business rules for MPP.

3.3.3.9.19 Apply PDL updates to support accurate, efficient claims processing and Program administration activities.

3.3.3.9.20 Apply PRO-DUR edits as directed by the Department. Provide information and data as required by the Department to support PRO-DUR criteria or criteria enhancements.

3.3.3.9.21 Verify that all Participants are eligible on the date of service and not otherwise restricted (e.g. lock-in, waiver, carve-out, etc.) and implement a daily eligibility verification process with the Maryland MMIS and other MPP systems.

3.3.3.9.22 Receive and maintain Eligibility and Provider files, in a secure manner, in a layout and frequency as determined by the Department.

3.3.3.9.23 Verify that Prescriber is a MD Medicaid provider through identification of the MD Medicaid ID and National Provider Identifier (NPI) (this requirement does not apply to BCCDT claims).

3.3.3.9.24 Verify that for MD Medicaid Participants the Prescribing Provider is enrolled with the Medicaid Program on the date of service.

3.3.3.9.25 Maintain, update and use in the adjudication of Pharmacy claims Federal Upper Limit (FUL) pricing and any other pricing as issued by CMS and HRSA. The pricing information obtained from FDB and MediSpan shall be reconciled with the pricing information from CMS and HRSA.

3.3.3.9.26 Calculate drug prices in accordance with Department guidelines, CMS policies and the State Plan.

3.3.3.9.27 Provide the ability to cross-reference "rebatable drug" information obtained from CMS with the Drug Formulary File to ensure that the Department is not paying for terminated, obsolete, voided and/or other non-rebatable products unless otherwise specified.

a. This functionality must include the ability for State staff to do emergency changes to rebate status/coverage status of drugs.

b. Such changes must not be overridden by System file updates (e.g., First Data Bank/Medi-Span updates).

3.3.3.9.28 Provide the ability for Pharmacy Providers and the Department to perform online claims adjustments and corrections including:

a. Ability for the Department to make changes to payment data necessary to delete or correct errors in billing or payment.

b. Ability for Providers to "void" a claim prior to the close of a payment period.

c. Ability for Providers and the Department to "reverse" a claim after the payment period.

d. Ability for Providers to perform the NCPDP "rebill" transactions where by a previously paid claim can be corrected and resubmitted with a single transmission without reversing and resubmitting a claim.

e. Ability to allow the Department to replicate existing denied claims and adjust as necessary for manual pricing and adjudication.

3.3.3.9.29 Allow for a unit dose-restocking fee for claims whereby unused medications can be reused; the Department credited for the unused medications and the Provider receives a fee for the service.

3.3.3.9.30 Pay Pharmacies in accordance with Maryland COMAR Section 10.09.03.

3.3.3.9.31 Capture from the claim the Provider's NCPDP Clarification Code (i.e., 340B stock, non-340B stock) and flag claims as rebatable or non-rebatable as appropriate for the Manufacturer's Drug Rebate Program.

3.3.3.9.32 Edit and pay 340B claims in accordance with all applicable 340B policies and requirements of MPP.

3.3.3.9.33 Provide accurate adjudication of all claims (process claims, compile and calculate payments) for extemporaneously compounded prescriptions (multi-ingredients) and intravenous infusion therapy (ability to apply unique edits by line item and/or final product). Accuracy is measured by the POSECMS system applying the appropriate edits, as provided by the state, and making the determination whether to pay or deny based on Maryland's rules.

3.3.3.9.34 Provide accurate adjudication of all claims (process claims, compile and calculate payments) for Nutritional supplements. Accuracy is measured by the POSECMS system applying the appropriate edits, as provided by the state, and making the determination whether to pay or deny based on Maryland's rules.

3.3.3.9.35 Provide accurate adjudication of all claims (process claims, compile and calculate payments) for Hemophilia drugs. Accuracy is measured by the POSECMS system applying the appropriate edits, as provided by the state, and making the determination whether to pay or deny based on Maryland's rules.

3.3.3.9.36 Provide accurate adjudication of all claims (process claims, compile and calculate payments) for Oral chemotherapy drugs, and Central Nervous System (CNS)

stimulants. Accuracy is measured by the POSECMS system applying the appropriate edits, as provided by the state, and making the determination whether to pay or deny based on Maryland's rules.

3.3.3.9.37 Provide accurate adjudication of all claims (process claims, compile and calculate payments) for other specialty drugs and specialty Providers as determined by MPP. Accuracy is measured by the POSECMS system applying the appropriate edits, as provided by the state, and making the determination whether to pay or deny based on Maryland's rules.

3.3.3.9.38 Provide the ability to process PAs in accordance with Program regulations, policies and the requirements of this RFP.

3.3.3.9.39 Receive, capture, adjudicate, and return payment information via Batch processing electronically.

3.3.3.9.40 Provide for an unlimited number of user-defined edits and business rules for POS claim rejection that can be tied to standard NCPDP (latest version) codes for claim denial and/or PRO-DUR.

3.3.3.9.41 Provide the ability to return user-defined text messages to Pharmacies.

3.3.3.9.42 Provide the ability to implement user-defined business rules which return specific messages under specific predefined conditions.

3.3.3.9.43 Provide the ability to limit drug authorizations and utilization as defined by the State.

3.3.3.9.44 Provide the ability to manually restrict both FFS and MCO Participants' access to certain drugs and/or drug classes as defined by the Department.

3.3.3.9.45 Have the ability to implement a Participant lock-in Program including MCO patients for carve-out medications, restricting a Participant to a specific Pharmacy Provider and/or a specific Prescriber.

3.3.3.9.46 Ensure that all failed edits are returned to the entity submitting the claim with adequate information to facilitate the least number of corrected claim resubmissions.

3.3.3.9.47 Provide the ability to adjudicate claims using prescription accumulation business rules as per Department requirements.

3.3.3.9.48 Provide the ability to identify and deny atypical claims (e.g., incorrect quantities, days' supply, FDA dosing, etc.).

3.3.3.9.49 Provide the ability to maintain, and identify the source of historical changes of National Drug Code information.

3.3.3.9.50 Provide the ability to capture diagnosis from both medical claims provided by the Department and NCPDP (latest version) claim format submitted by the Provider and use this diagnosis data in decision-making process during claim adjudication as required by the Department.

3.3.3.9.51 Provide the ability to allow manual changes by the Department to the drug information database for the State to respond quickly to changes in coverage to assist the State in avoiding delays to implementing policy.

3.3.3.9.52 Provide the Department the ability to designate products as generic regardless of the drug information database designation.

3.3.3.9.53 Provide the ability to define coverage and apply business rules for claims edits at varying drug identifier levels including, but not limited to, National Drug Code (NDC), Generic Sequence Number (GSN), Transportation Control (TC), Generic Code Number (GCN).

3.3.3.9.54 Provide the ability for Pharmacy Providers to override PRO-DUR edits using NCPDP D.0 (or the latest version) standards and parameters as determined by the Department.

3.3.3.9.55 Provide the ability to apply PDL edits and return custom messages as determined by the Department.

3.3.3.9.56 Provide Custom Messages associated with all claims edits shall allow up to 175 characters.

3.3.3.9.57 Provide the ability to apply TPL standards under NCPDP (latest version).

3.3.3.9.58 Provide the ability to bypass certain PA requirements based on certain Prescriber specialties.

3.3.3.9.59 Provide the ability to process compound claims on-line.

3.3.3.9.60 Provide the ability to deny Department designated claims (e.g. intravenous infusion therapy or extemporaneous compounds) as an initial step in the claims payment process allowing professional review by the Program and modification of data elements on the claim before final payment.

3.3.3.9.61 Perform automated electronic mass adjustments processed in a batch format where by a retroactive rate change or other change can be reprocessed ensuring correct provider payment or other adjustments in the designated claims payment format.

3.3.3.9.62 Provide electronic Batch processing capability along with the technical support to Pharmacy Providers in accessing this process. Technical support encompasses providing guidance, instruction, and technical trouble-shooting techniques to support and assist end-users.

3.3.3.9.63 Link all Participant identification numbers.

3.3.3.9.64 Provide all safeguards to prohibit unnecessary and inappropriate submission of duplicate prescriptions, e.g., each submission instantaneously becomes part of a Participant's payment history.

3.3.3.9.65 Track Participants that are found to be retroactively eligible based on the Department's MMIS or retroactive eligibility data file (SLA 3.8.15).

a. A claim meets the timely filing limits if the claim is submitted within 12 months, or otherwise specified by the Department, of the decision date.

b. Utilize this information to adjudicate claims properly for services rendered during this period of retroactive eligibility and to also enable claims for non-preferred drugs to automatically adjudicate without the need for prior-authorization for the period of a Participant's retroactive eligibility.

3.3.3.9.66 Provide all safe guards to prohibit inappropriate submission or payment of claims if the Pharmacy provider was not an active MPP Provider at time of service.

3.3.3.9.67 Provide role-based and Program-based access for up to 40 the Department's staff:

a. On-line MPP claims entry and inquiry application functions

b. On-line inquiry capability for the Department's Participant, drug, and Provider files

c. Entry of PA

d. Access to the Manufacturer's Drug Rebate System

e. Entry of PA notes in a free form text field

f. Inquiry only capabilities for MCO claims

3.3.3.9.68 Interface and exchange data with the State and other business partners, in accordance with 45 CFR Part 162 and other applicable State guidelines, to obtain files necessary to adjudicate claims, including Participant eligibility, TPL information, Pharmacy Provider eligibility, Prescriber eligibility (participating/sanctioned) PA and Pharmacy Drug Formulary updates. See Attachment BB for a list of interfaces. The Contractor shall:

a. Accept and implement these reference files (in part or in their entirety) upon demand by the State, on a daily basis, or as otherwise determined by the Contract Manager.

b. Obtain Federal Provider sanctioning databases and utilize this information as part of its claims adjudication process as determined by the Department. The Contract Manager shall provide approval for the database (s) used by the Contractor for sanctioning.

c. Update the Federal Provider sanctioning databases at a frequency and format approved by the Department.

3.3.3.9.69 Maintain a reasonable maximum quantity allowed for each specific drug on the reference file or drug data base, and additional drug specific quantity limits set by the Department and use this information in determining over-utilization and claim rejection based on the "plan limitations exceeded" edit.

3.3.3.9.70 Utilize the Prospective Drug Utilization Review process for claims adjudication 100% of the time (SLA 3.8.4).

3.3.3.9.71 Pay pharmacies different dispensing fees based on drug characteristics (oral, IV medication), drug designators (brand, generic) claim characteristics (compound, non-compound), patient characteristics (long term care), and provider characteristics (urban vs. rural).

3.3.3.9.72 Apply incentive and professional fees.

3.3.3.9.73 Process on-line reversals and re-bills in accordance with State policy contained in COMAR 10.09.03 and 10.09.36.06.

3.3.3.9.74 Process all POS Pharmacy claims within five (5) seconds, including PRO-DUR review. Processing time is measured from the point that the transaction is transmitted to the point the response is received (SLA 3.8.3).

3.3.3.9.75 Be capable of performing "What If" scenarios and impact analysis of Department proposed changes and edits. This requires the system to provide an environment where values can be changed or new objects introduced without impacting production, and simulating the impacts of those changes to the Program based on historical data. For example: what would be the impact to budget if the cost of drug A is increased by 17%.

3.3.3.9.76 The PA functionality proposed must be compliant with State and Federal regulations.

3.3.3.9.77 Provide PA Functionality that is automated and:

a. Processes and retains all PA request data.

b. Is flexible to allow for changes/updates to the system as requested by Department.

c. Allows the users to manipulate PAs based on, but not limited to, length of time, quantity, and cost.

d. Verifies PA request forms for completeness.

e. Provides secure fax back and online capability for incomplete forms and for required additional information.

f. Researches and validates PA criteria rules including each patient profile for drug and medical history.

g. Notifies PA determination to Prescriber and Pharmacy by secure fax where available, secure electronic mail, or telephone, whichever is appropriate.

h. Notifies claims processing system for claim adjudication and validation.

i. Has the capability to accept PA requests via phone.

j. All PA's shall be processed within 24 hours from receipt of a completed PA request to PA determination (approved, denied, deferred and no PA required). Electronic tracking is required to verify turnaround time.

k. Archives all PA forms, determination date and supporting documentation when applicable in read only media. This information must be made available to Department in case of audit or hearing.

l. Helpdesk support is required for Prescribers and Pharmacists for assistance, education and status of PAs in process. See Section 3.3.3.17 for Call Center Requirements.

m. PAs that require a clinical review must be reviewed by a Clinical Pharmacist as required based on the Department's business rules.

3.3.3.9.78 Contain the following key data elements:

a. Time received
b. Time of PA entry in the Contractor's system
c. Name of Prescribers requesting PA
d. Time of notification to Pharmacy Provider
e. Ability to identify individual issuing PAs

3.3.3.9.79 The PA Functionality must include document imaging capabilities that includes the ability to maintain imaging files, provide users with access and retrieval functions, and create any new imaging environment proposed to meet the functional requirements of this RFP.

3.3.3.9.80 Have the ability to exempt Providers and/or Participants from PA requirements. The Contract Monitor may request this action at any time with written notice. The Department may discontinue these PA compliance exemptions at any time with written notice.

3.3.3.9.81 Have the ability to manage business rules associated with real time cost avoidance and coordination of benefits.

3.3.3.9.82 Provide the ability to perform real-time COB electronically which includes:

a. Review all eligible claims in real time.
b. At the time of processing, upon determining Third Party Liability, deny claim and transmit necessary Pharmacy coverage information (such as payer information, Participant information, etc.) to the Pharmacy Provider in order to perform COB.
c. Perform real time COB on manually priced claims that are submitted for payment in the Contractor's proposal.
d. Bypass real time COB as requested by Department.
e. Tracks claims flagged for investigative follow-up because of third party discrepancies.

3.3.3.9.83 Transmit adjudicated claims to the appropriate MPP system.

3.3.3.9.84 Adjudicate 100% of all claims accurately (SLA 3.8.4). Accuracy is measured by the POSECMS system applying the appropriate edits, as provided by the state, and making the determination whether to pay or deny based on Maryland's rules

3.3.3.9.85 Provide on-line electronic multi-ingredient claim processing.

3.3.3.9.86 Provide automated PA by utilizing existing drug data from the system and Medical Diagnosis data provided by the Department or through POS claims.

3.3.3.9.87 Interface with the MMIS or other payment systems on a weekly basis to maintain records of time of claims payment in order for the payment systems to pay claims within 30 days after receipt by the POS system of an error free claim.

3.3.3.9.88 Perform online real-time capture and adjudication of Pharmacy claims submitted by Providers as required by 45 CFR Part 162.

3.3.3.9.89 Verify that all claims for services approved or disallowed are properly flagged as paid or denied and includes the denial reason.

3.3.3.9.90 Control, tracks, and reconciles captured claims to validate that all claims received are processed.

3.3.3.9.91 Verify that claim correction activities have entered only valid override code(s) or manual prices.

3.3.3.9.92 Demonstrate that there is a field for authorization or identification when an override indicator (force code) is used.

3.3.3.9.93 Maintain, update and use in the adjudication of Pharmacy claims the State Actual Acquisition Cost as provided by the State's AAC vendor.

3.3.3.9.94 Provide daily TPL information on existing MPP members. The Contractor shall use this information when appropriate to cost avoid Pharmacy claims through the ECMS.

3.3.3.10 Prospective Drug Utilization Review (PRO-DUR) and Coordinated PRO-DUR

Contractor Requirements:

3.3.3.10.1 Ensure that both PRO-DUR and Coordinated PRO-DUR requirements are all met as defined by this RFP.

3.3.3.10.2 Develop recommendations for new PRO-DUR edit changes, on a quarterly basis, to current PRO-DUR edits and submit to the Department for approval.

3.3.3.10.3 Provide the ability to easily, quickly (7 calendar days or less), and at no additional cost, construct and/or change Provider messages.

3.3.3.10.4 Provide technical support as it relates to Coordinated PRO-DUR applications to existing or new MCO's or other parties as per Department request. Technical support encompasses providing guidance, instruction, and technical trouble-shooting techniques to support and assist end-users.

3.3.3.10.5 Reconcile and account for all claims on a monthly basis, between Pharmacy, POSECMS, and MCO Pharmacy Benefit Management (PBM) and identify and resolve any discrepancies upon the Department approval.

3.3.3.10.6 Reconcile and resolve, on a monthly basis, all claims between pharmacy and MCO PBMs which were not processed through Coordinated PRO-DUR upon the Department approval.

3.3.3.10.7 Perform proper screening of all drug claims for inappropriate prescribing and dispensing practices by applying the following standards:

a. In order to improve the quality of patient care and to conserve Program funds on an ongoing basis, the Contractor shall assess data on drug use against explicit predetermined standards including, but not limited to, monitoring for therapeutic appropriateness, over utilization and underutilization, appropriate use of generic products, therapeutic duplication, drug-disease contraindications, drug-drug interactions, incorrect drug dosage or duration of drug treatment, and clinical abuse/misuse.

b. The guidelines for proper use of medications shall be consistent with peer-reviewed medical literature or based on medically accepted standards and

supported by any of these three official compendia or reference databases (latest version):

1) American Hospital Formulary Service Drug Information
2) USP-Drug Information
3) Micromedex DRUGDEX

3.3.3.10.8 Provide the ability to allow the Department to customize PRO-DUR criteria that are received from the drug information database source, and ensure that any modified criteria are not overwritten by subsequent updates from the drug information database source.

3.3.3.10.9 Incorporate patient drug history and ICD 10 CM Diagnosis Code history or the latest version from physicians and/or hospitals paid claim history files.

3.3.3.10.10 Provide, in a format approved by the Department, weekly claims encounter data to the Department for MCO enrollees from the drug history maintained by the Contractor.

3.3.3.10.11 Prepare and submit by the fifteenth (15th) of each month to each MCO their respective Pharmacy encounter paid claims that were processed through the Coordinated PRO-DUR system for the preceding month.

3.3.3.10.12 Be responsible for managing, adding and/or removing MCOs, from the Coordinated PRO-DUR process throughout the term of the Contract.

3.3.3.10.13 Provide the ability to easily, quickly (three (3) weeks) or at the discretion of the Contract Manager, and at no additional cost, add, change or delete edits

System Requirements:

3.3.3.10.14 Ensure all claims submitted are subjected to the PRO-DUR / Coordinated PRO-DUR requirements as defined in this RFP.

3.3.3.10.15 Provide a fully automated PRO-DUR functionality which meets Federal DUR regulations.

3.3.3.10.16 At a minimum, provide the following PRO-DUR functions:

a. Compile data and produce reports to demonstrate the cost-effectiveness of the PRO-DUR component of the POSECMS System.

b. Produce reports that identify provider override of PRO-DUR alert conditions.

3.3.3.10.17 Utilize medical and drug history information for each patient in determining the appropriateness of each prescription.

3.3.3.10.18 Process is subject to review by the Department and its DUR Board.

3.3.3.10.19 Process shall provide the ability to deny and provide a message to the Pharmacy with the appropriate denial reason in accordance with criteria as determined by the Department.

3.3.3.10.20 Ensure that the PRO-DUR software and written PRO-DUR criteria meet OBRA 90 requirements.

3.3.3.10.21 Provide the ability to deny Pharmacy claims if the prescribed dosage exceeds a State-specified multiplier of "x" times the recommended daily dose (e.g., 1.75 times the recommended daily dose).

3.3.3.10.22 Provide the ability to deny Pharmacy claims if the claim cost exceeds a State-specified dollar amount for certain therapeutic classes (e.g., $2,500).

3.3.3.10.23 Ensure that the System alerts the Pharmacist via on–line transmission messages. Such alerts shall be customized and made part of the claim records showing the specific mechanism of drug-drug interactions involved with the paid, rejected or denied claims, at the system-assigned or determined severity level, or drug-disease contraindications, and reference sources.

3.3.3.10.24 If multiple drug-interactions are involved, specify the names of the interacting drugs and outcomes of the interactions.

3.3.3.10.25 Claims involving the drug-drug or drug-disease interaction or contraindications shall prompt the Provider to make clinical interventions and input the necessary system error code overrides.

3.3.3.10.26 Ensure there is a mechanism, which at the Pharmacy level, with one transmission, shall electronically link the payor with all Participant drug information necessary to perform Coordinated PRO-DUR. This requires any payor (MCO or MMPP) to have available at the time of adjudication all Participant drug history including but not limited to somatic, psychotropic, and specified HIV drug paid claims information to perform a comprehensive PRO-DUR, eliminating the need for the Pharmacy Provider to make multiple entries into different networks. Regardless of the final payer, only one transmission fee, which includes switching cost, is to be paid by Pharmacy Providers adjudicating claims through this Program.

3.3.3.10.27 Be compliant with 42 CFR Subpart K – Drug Use Review (DUR) Program and Electronic Claims Management System for Outpatient Drug Claims (Section 456.700-456.725, provides the requirements for the DUR Program).

3.3.3.11 Drug Formulary and Pricing

Contractor Requirements:

3.3.3.11.1 Each Pharmacy Program may have its own unique Drug Formulary. The Contractor shall manage all Drug Formularies as required by the Department.

3.3.3.11.2 The State uses commercially available drug file data resources to support the claims processing function by providing information used in adjudication and pricing of Pharmacy claims.

3.3.3.11.3 These resources assist in acquiring the rates and pricing information needed to determine allowable payments for Pharmacy claims, coverage data needed to determine whether the drug is covered by MPP and other data needed to determine whether a drug requires PA.

3.3.3.11.4 Contract with MediSpan and First Data Bank.

3.3.3.11.5 Reconcile monthly the pricing data received from First DataBank and MediSpan against the pricing data available on the CMS website.

3.3.3.11.6 Maintain a drug data set per the requirements of this RFP.

3.3.3.11.7 Load and update the pricing files from MediSpan, First Data Bank, and the State's Actual Acquisition Cost vendor, as well as any necessary pricing files available on the CMS and HRSA websites, on a weekly basis or on a schedule approved by the Department. The pricing information obtained from FDB and MediSpan shall be reconciled with the pricing information from CMS and HRSA.

3.3.3.11.8 Provide Drug Data File to MMIS weekly in a format to be determined by the Department. See Attachment BB for a list of interfaces.

3.3.3.11.9 Load the drug file accurately 100% of the time (SLA 3.8.5).

3.3.3.11.10 Create and maintain an audit trail history of all changes made to the drug file and the PDL.

3.3.3.11.11 Promptly (fifteen (15) minutes) inform the State of all changes that necessitate Provider notification.

3.3.3.11.12 Provide full formulary file replacement at least once a year and at the request of the Department.

System Requirements:

3.3.3.11.13 Accept the Department approved updates to the PDL and other criteria from the State specified vendor(s) and update the formulary file with PDL and other criteria.

3.3.3.11.14 Generate a PDL error and warning report in accordance with the Department approved timelines, content and in media and format approved by the Department.

3.3.3.11.15 Provide to the State, on a periodicity schedule as determined by the State, all management reports deemed necessary by the State pertaining to the drug file data by the Contractor.

3.3.3.11.16 Create and maintain an audit trail history of all changes made to the drug file and the PDL.

3.3.3.11.17 Apply the current MPP methodology for distinguishing between brand and generic drug products and to determine appropriate reimbursement.

3.3.3.12 E-Prescribing

Contractor Requirements:

3.3.3.12.1 The State desires Medicaid Prescribers to utilize state of the art E-Prescribing systems to the fullest extent possible. E-Prescribing is a valued element in the delivery of accurate and error-free prescription delivery from Prescribers to Pharmacy Providers. The adoption and support of this service can have great impact on the improvement of not only the quality of member care but also the member healthcare experience.

3.3.3.12.2 In addition to facilitating the distribution of new and refill prescription information between healthcare professionals, E-Prescribing supports the exchange of member eligibility data, Program benefit design, and member profile review and reconciliation activities.

3.3.3.12.3 The Department understands the financial implications of a traditional E-Prescribing support solution in the public sector and requests that the Contractor propose a delivery model that leverages the existing landscape as well as any Contractor specific functionality or relationships to control Program cost while preserving the value to point-of-care healthcare professionals.

3.3.3.12.4 Propose an E-Prescribing solution that adheres to all State and federal regulations. The solution shall be in line with current industry best practices.

3.3.3.12.5 Develop training materials and record training webinars to train providers on the E-Prescribing Program. These materials shall be accessible via the Web Portal.

3.3.3.12.6 Be responsible for designing, implementing, operating and maintaining all aspects of the E-Prescribing Program.

3.3.3.12.7 Work with the Department to identify the appropriate metrics and reports associated with the E-Prescribing Program.

3.3.3.12.8 All costs associated with the E-Prescribing Program shall be incorporated into the transaction fee.

3.3.3.12.9 Transaction fees shall be passed on to respective Prescribers and Pharmacy Providers.

3.3.3.12.10 A transaction is defined as a positive inquiry (includes but not limited to eligibility, formulary, inquiry, and medication history look up) for Medicaid beneficiaries regardless of the number of transmissions necessary to achieve a positive inquiry.

3.3.3.12.11 Collect the monthly transaction fee directly from the inquiring providers.

3.3.3.13 Drug Rebate Program

Contractor Requirements:

3.3.3.13.1 The Medicaid Drug Rebate Program was created by the Omnibus Budget Reconciliation Act of 1990 ("OBRA '90") and became effective January 1, 1991. It requires a drug manufacturer to enter into and have in effect a national drug rebate agreement with the Secretary of the Department of Health and Human Services (HHS), in order for a state Medicaid agency to be reimbursed for that manufacturer's covered outpatient drugs. Manufacturers without a signed national drug rebate agreement are not eligible for Federal Medicaid coverage of their product(s).

3.3.3.13.2 MADAP receives rebates from two separate and distinct sources. The first source is the 340B Drug Pricing Program as administered by the Office of Pharmacy Affairs (OPA), Health Resource Services Administration (HRSA), Department of Health and Human Services (HHS). MADAP is an eligible covered entity by virtue of its status as a Ryan White HIV/AIDS Program Grantee. The second source is a negotiated additional Supplemental Rebate from eight separate drug manufacturers for 41 specific HIV/AIDS medications.

3.3.3.13.3 Structure its procedures to accommodate the two separate and distinct rebate invoicing Programs for MADAP as described in the prior Section. Both rebate invoicing processes are based on utilization of units for a covered period. The

Supplemental Rebate invoices for the covered period must include the data listed below. Over time, the number of medications associated with Supplemental Rebates may change. MADAP shall provide updates to the Contractor as changes occur.

3.3.3.13.4 At the Federal level, the drug rebate Program is administered by the Centers for Medicare & Medicaid Services (CMS). CMS receives quarterly pricing information from the labelers and a unit rebate amount is computed for each drug and forwarded to the States each quarter. The drug utilization data obtained from paid Medicaid claims are combined with the quarter unit rebate amounts from CMS to produce the quarterly rebate invoices. The invoices are sent to all drug labelers participating in the Medicaid Drug Rebate Program and labelers have 38 days to pay rebate invoices. If a discrepancy is found, the labeler must notify the Department in writing. Upon receipt of the discrepancy notification, the Dispute Resolution Process is initiated.

3.3.3.13.5 Attach cover letters along with the quarterly drug rebate invoices sent to manufacturers. The Department shall provide the cover letter's content.

3.3.3.13.6 Support the State Pharmacy Assistance Programs (SPAPs) on all aspects of the drug rebate Program. SPAPs include the Maryland State-Only Program (MSOP), Kidney Disease Program (KDP), and Breast and Cervical Cancer Diagnosis and Treatment Program (BCCDT).

3.3.3.13.7 Implement, manage, support, and operate all aspects of the Drug Rebate Program.

3.3.3.13.8 Be liable to the State in cases in which the Contractor fails to invoice for rebates available to the State, or otherwise does not meet the terms of this RFP and Contract (SLA 3.8.6).

a. Be liable to the State for the rebate amount that would have otherwise accrued to the State, plus applicable interest based on yield rates of weekly auction of 13-Week Treasury bills.

3.3.3.13.9 Perform all accounts receivable functions when applicable, commencing from the start date of each Program in accordance with State and Federal rules, regulations and guidelines.

3.3.3.13.10 Determine the reason for the outstanding balances and resolve disputes associated with all the quarters prior to Contractor's award of this Contract.

3.3.3.13.11 Be responsible for, but not limited to:

a. Producing quarterly rebate invoices (see Attachment GG for rebate volume) and reports (see Attachment CC for a list of reports).

b. Posting payments.

c. Preparing monthly and quarterly reconciliation of payments posted to the rebate accounts with the official accounting records of the Department.

d. Preparing monthly schedules showing any appropriate reclassifications.

e. Generating and mailing Dunning letters and related reports.

f. Producing and reconciling the quarterly CMS 64.9R Report for each Program or other federally required reports required by the Department.

g. Managing dispute resolution processes and maintaining the related files.

h. Maintaining a specific participation indicator for each labeler that participates in the Manufacturer Rebate Program for each State only Program. The Department shall periodically update the SPAP Labeler list and provide to the Contractor.

i. Maintaining the manufacturers' rebate payment and correspondence files.

j. Administering new policies and procedures.

3.3.3.13.12 Receive and process drug rebate payments from the drug manufacturers, a process that includes the following functions:

a. Obtain copy of check or EFT along with a completed CMS form 304, Reconciliation of State Invoice (ROSI), from each labeler (CMS requires labelers to submit payment and ROSI within 38 calendar days of mailing the invoice).

b. Follow-up by email or phone, with each labeler who has not submitted payment on timely basis.

c. Maintain an accounts receivable system to track all paid and unpaid invoices and adjustments.

d. Compare invoices to the ROSI form and/or Prior Quarter Adjustments (PQA) form returned by the labeler with the payment and determine if any anomalies exist.

e. Maintain records of all changes to the unit quantity, unit rebate amount or outstanding balances in the system and make such data available for reporting.

f. Establish audit trail and internal controls for all rebate functions.

g. Maintain online records or original and corrected Prior Period Adjustment invoice information, at the National Drug Code (NDC) level and retain such information in the system and make available for reporting and unit conversion.

3.3.3.13.13 Provide and maintain historic and current data at the NDC level for: manufacturers participating in each drug rebate Program, claims data, quarterly unit rebate amounts (URAs), quarterly unit rebate offset amounts (UROAs), quarterly rebate invoiced amounts, quarterly utilization, all utilization and rate changes, along with a reason for the change, the outstanding balances (both units and dollars), collections, postmark dates for each invoice and payment and other data as defined by the State.

3.3.3.13.14 Post all activity against each manufacturer/labeler's account at the NDC level (invoices, prior period adjustment, payments, etc.) and summarize all activity by quarter and overall total and balance at the time of billing.

3.3.3.13.15 Maintain all related data to support all entries into receivables.

a. Hard-copy records shall be maintained on-site for a period of three (3) years.

b. Older records may be stored off-site with prior approval by the Department.

c. These documents shall be maintained and filed in a manner that is easily extracted for audit purposes.

3.3.3.13.16 Maintain a monthly cash receipt log according to the State's guidelines for each drug rebate Program. (See Attachment CC for a list of reports).

3.3.3.13.17 Upon receipt of the checks and EFT payments, allocate and post to the applicable Program in the drug rebate accounts receivable system.

3.3.3.13.18 Reconcile all payments to the State's official records on a monthly, quarterly, annually, and year-to-date basis and submit the following reconciliation schedules to the State:

a. The monthly reconciliation is due by the 13th of the following month.

b. The quarterly reconciliation is due by the 13th of the month after the end of the quarter (CMS 64.9R) (See Attachment CC for a list of reports).

c. The annual reconciliation is due by the 13th of July.

3.3.3.13.19 Provide a schedule indicating payment reclassifications between the Programs by the 13th of each month.

3.3.3.13.20 Utilize quarterly CMS rebate data and Maryland utilization data to:

a. Submit all invoices (mail or electronically) to drug manufacturers by the earliest date: 56 calendar days after the end of the quarter or 14 calendar days after receipt of the CMS unit rebate data.

b. Invoices for FFS and MCO paid claims shall be done at the respective sub-group levels.

c. Invoices for each State Program shall be done at individual Program level.

d. Obtain Department approval for all invoices prior to being submitted.

e. Process and track prior period adjustments.

f. Accept Maryland utilization data in the format required by the Department.

g. Prepare account statements summarizing all data by quarter.

h. Identify and exclude from rebate invoicing those claims purchased under the 340B as specified by the Department, Nominal Price and Federal Supply Schedule Programs.

i. Accept in the format used by the Department, Physician Administered Drugs (HCPCS Codes and Revenue Codes) utilization data for MPP including adjustments and reversals. (See Attachment BB for list of interfaces). This utilization data shall be included in the quarterly rebate billing.

3.3.3.13.21 Monitor information provided by CMS that is used in generating rebate invoices, to ensure that the information is complete and accurate.

3.3.3.13.22 For each billing, provide as determined by the State:

a. Detail and summary of all invoices and labelers' statement of accounts receivables.

b. A reconciliation of utilization units and dollars that were input to the billing process to the actual rebate billed and the resulting receivable (input/output reconciliation), with copies of computer logs to support the reconciliation and copies of postage logs to support the mailing. Discrepancies resulting from the reconciliation shall be researched and resolved by the Contractor within thirty (30) calendar days from the date of the report.

c. A summary reconciliation of all posting data by type of transaction to the balance after billing.

3.3.3.13.23 Do not submit quarterly invoices that are less than $50 or as otherwise determined by the State and shall provide a listing of non-submitted invoices to the Department within five (5) days of the billing.

3.3.3.13.24 Supply all applicable rebate Program reports at group MCO level and each individual MCO level.

3.3.3.13.25 Entries to the Drug Rebate account receivable system shall be posted within five (5) business days of receipt.

3.3.3.13.26 Supply claims level detail data to a manufacturer/labeler within seven (7) calendar days of a request for this information.

3.3.3.13.27 Develop a monthly report of the labelers requesting claims level detail reports and forward to the State by the 5th workday of the following month.

3.3.3.13.28 On a calendar quarter basis, provide the CMS 64.9R report (QROA and Interest must be provided) which is due to the Department by the 13th of the month after the end of the quarter and includes a reconciliation to supporting details on a summary basis; and must provide page two of the CMS 64.9R report, which list narrative and required aging schedules. (See Attachment CC for a list of reports).

3.3.3.13.29 Prepare and send quarterly, an electronic utilization file with FFS and MCO data to the State within one (1) calendar day after quarterly rebate invoices are submitted (See Attachment BB for a list of interface) (SLA 3.8.7).

3.3.3.13.30 Prepare and send quarterly to the State, electronic utilization files with MCO data by NDC and by MCO within one (1) calendar day after quarterly rebate invoices are submitted (See Attachment BB for a list of interfaces).

3.3.3.13.31 Prepare and send to the State, an electronic HCPCS to NDC crosswalk file, within one (1) calendar day after the file has been updated (See Attachment BB for a list of interfaces).

3.3.3.13.32 Prepare and send quarterly, an electronic utilization file with FFS data to the State within two (2) calendar days after quarterly rebate invoices are submitted for purposes of Supplemental Rebates. (See Attachment BB for a list of interfaces) (SLA 3.8.8).

3.3.3.13.33 Prepare and mail dunning notices, including non-payment of interest to delinquent accounts in accordance with State, Federal rules, regulations and guidance.

3.3.3.13.34 Maintain a dunning notices timeline schedule and update it after each quarter invoice cycle.

3.3.3.13.35 Mail Dunning notices 45 days and 75 days after invoice mailed date.

3.3.3.13.36 Refer all Non-payees to the State for collections, 210 days after invoice mailed date, non-payees include any invoices that are two or more quarters in arrears or that have not initiated a dispute resolution process.

3.3.3.13.37 Conduct a review of non-posted payments prior to mailing the Dunning notices.

3.3.3.13.38 Provide a list of Dunning notices 1 day after notices are mailed.

3.3.3.13.39 Conduct follow-up telephone calls after the mailing of each Dunning notice.

3.3.3.13.40 Provide detailed listing by labeler containing information necessary to verify completion of dunning notices and follow-up calls.

3.3.3.13.41 Flag the account for any labeler referred to the State for collections. The State must be notified when payment is posted and applied to the appropriate quarters.

3.3.3.13.42 Handle and resolve all drug manufacturer disputes over rebate invoices per State and Federal guidelines. All data to support disputes shall be maintained on-site until the disputes are resolved.

3.3.3.13.43 Calculate, apply, track, and reconcile interest on unpaid invoices per State and Federal requirements.

3.3.3.13.44 Have a process for resolving/collecting receivables in dispute by:

a. Performing all reasonable efforts to resolve all disputes.

b. Adhering to CMS guidelines on Dispute Resolution Processes and Dispute Resolution Best Practices.

c. Providing an adjustment notification in a format to be determined by the Department for all entries to the accounts receivables, payments, invoices, and Prior Period Adjustments (PPAs).

3.3.3.13.45 Maintain records of all labeler contact and communication, and provide a listing of all receivables in dispute within 210 days of sending the original invoice.

3.3.3.13.46 Review and resolve discrepancies identified in quarterly CMS State Utilization Discrepancy Reports (See Attachment CC for a list of reports).

3.3.3.13.47 Provide all necessary support, documentation, and testimony in all cases in which manufacturer disputes proceed to administrative or judicial review.

3.3.3.13.48 Provide financial reporting of all drug rebate activity in compliance with GAAP standards.

3.3.3.13.49 Provide all necessary support in the event of a manufacturer's, State or Federal audit of the drug rebate Programs, including but not limited to documentation and testimony.

3.3.3.13.50 Follow up with appropriate the Department's staff and, as necessary, appropriate contacts for pharmaceutical manufacturers if the Contractor determines that necessary CMS information pertaining to any given manufacturer's rebatable

drugs is missing, incomplete, or otherwise inaccurate. The follow up must occur within five (5) business days of the Contractor's determination as specified above.

3.3.3.13.51 Implement and execute the appropriate policies and procedures to ensure the correct invoicing of units of claims that are other than NDC-coded (e.g., are Revenue codes, HCPCS-coded). This requirement includes all necessary coordination with other vendors or entities involved in the Drug Rebate Programs.

3.3.3.13.52 Provide and maintain all documentation related to any adjustments to units, rates or balances and any dispute resolution settlements, throughout the term of this Contract and retain such documentation in accordance with the State-approved retention guidelines.

3.3.3.13.53 Provide and maintain confidential records in accordance with Federal and State laws, rules, regulations and guidelines. The Contractor shall provide copies of any such records as requested by the Department within Department specified timelines.

3.3.3.13.54 Ensure that all applicable State and federal laws and policies are fully adhered to by the Contractor in invoicing, collection, and remittal to the State of rebate funds.

3.3.3.13.55 Acquire and maintain all information necessary for the proper and timely invoicing of all possible rebates.

3.3.3.13.56 Conduct the monthly reconciliation of rebate funds in a manner that meets State-specified standards for quality and timeliness.

3.3.3.13.57 Issue accurate invoices to drug manufacturers, in accordance with CMS timeframe requirements.

3.3.3.13.58 Submit only units from covered outpatient drug claims to manufacturers for rebates.

3.3.3.13.59 Ensure that 340B drug claims are identified as such, for purposes of the Federal Rebate Program.

3.3.3.13.60 Coordinate as necessary with all other sources of information in the proper identification of 340B entities.

3.3.3.13.61 Ensure that claim units from 340B entities are invoiced for rebates only when such units qualify for rebates.

3.3.3.13.62 Ensure that all necessary coding crosswalks (e.g., HCPCS to NDC) are in place and utilized to maximize the State's rebate funds.

3.3.3.13.63 Provide the State, on a calendar quarterly basis and in a format as required by the State, a report detailing the results of contacts of Pharmacy Providers in instances in which the Contractor determines that the Provider's claim(s) data is aberrant or otherwise questionable.

3.3.3.13.64 Ensure the full and complete transition of all rebate-related data to any succeeding vendor, at the Department's direction and in full compliance with a Transition Plan approved by the Department.

3.3.3.13.65 Coordinate with other entities, as determined by the State, in the provision of all file extracts and any other data necessary for the Contractor's invoicing of rebates.

3.3.3.13.66 On an annual basis and in accordance with a schedule provided by the Department, conduct a thorough review and analysis of the MPP Drug Rebate Programs.

3.3.3.13.67 Take all necessary action to protect the State's rebate-related interests in manufacturer bankruptcy cases, including providing documentation and support staff to the State in any hearings related to any given bankruptcy matter.

3.3.3.13.68 Adhere to CMS policy and guidance regarding pursuit of rebate amounts involved in manufacturer bankruptcies.

3.3.3.13.69 Actively monitor all CMS communications having an impact on drug coverage and rebates, and coordinate as necessary in ensuring that appropriate systems updates are performed timely.

3.3.3.13.70 Participate in MPP drug rebate status meetings as requested by the Department.

3.3.3.13.71 Perform all necessary functions for the Manufacturers Drug Rebate Program for MPP as required by the State and Federal rules and regulations, with the exception of receiving payments (checks/electronic funds transfer) from manufacturers and participating in the formal dispute resolution hearing process in accordance with federal and State guidelines.

3.3.3.13.72 Do not collect any portion of the rebates.

3.3.3.13.73 Invoice MCO claims using date of service and FFS claims using date of payment.

3.3.3.13.74 Prepare quarterly reports with rebate amounts invoiced and collected for Substance Use Disorder drugs.

3.3.3.13.75 Prepare extracts of Pharmacy claims and physician administered drugs claims history required by the drug manufacturer rebate process.

3.3.3.13.76 Maintain all crosswalks and conversions necessary to properly invoice Pharmacy claims for rebates.

3.3.3.13.77 Obtain and use the quarterly CMS unit rebate data (rebate layout Attachment JJ), unit rebate offset amount data (UROA layout Attachment KK), and labeler contact file (see Labeler layout Attachment II) in a format established by CMS and provide access to this information to the Department.

3.3.3.13.78 Maintain receivables in accordance with CMS and State requirements.

3.3.3.13.79 Post all activity against each manufacturer's/labeler's account (invoices, prior period adjustment, payments, etc.) and summarize all activity by quarter and overall total and balance at the time of billing.

3.3.3.13.80 Post all payments from back up data received with the rebate deposit transmittal sheet.

3.3.3.13.81 Submit reconciled CMS 64.9R report and supporting documentation for each individual MPP Programs. (See Attachment CC for a list of reports).

3.3.3.13.82 Supply all applicable rebate Program reports at sub-group and Program level. See Attachment CC for a list of reports.

3.3.3.13.83 Be able to respond to any CMS changes in requirements.

3.3.3.13.84 Daily entries to the Drug Rebate receivables must be available real-time.

3.3.3.13.85 Provide reports or other information necessary to complete the Drug Utilization Review Board Annual Report required by CMS.

System Requirements:

3.3.3.13.86 Utilize the following Data Fields for Supplemental Rebates:

a. ADAP Name
b. ADAP State
c. Program Type
d. 340B ID
e. NDC 11
f. Medication Name
g. Pharmacy NPI
h. Prescription Number
i. Dispense Date
j. Dispensed Units
k. Total Expenditures
l. Co-pay, deductible, co-insurance Yes/No
m. Premium Yes/No
n. Type of Coverage
o. Adjustments
p. Attestation

3.3.3.13.87 Manage and maintain historical information for each Program and their sub-groups reflected below:

a. Fee-for-Service Medicaid Program, 1991 to current
    1) ACA New Adults FFS, 2014 to current
    2) Family Planning FFS – invoiced separately 2014 to current
    3) Medicaid BCC FFS – invoiced separately 2014 to current
    4) MCHP FFS – invoiced separately 2014 to current
b. MCO Medicaid Program, 2010 to current
    1) ACA New Adults FFS – invoiced separately 2014 to current
    2) MCHP MCO – invoiced separately 2014 to current
c. State-only Program, 1992 to current
d. KDP Program, 1999 to current

e. BCCDT Program, 2007 to current

f. MADAP 340B Drug Pricing Program, 2007 to current

1) MADAP Supplemental Rebate Program, no historical data

3.3.3.13.88 Maintain historical information on the Manufacturer Drug Rebate Program for the following sub-groups. This information shall be accessible online.

a. Refugee FFS

b. Family Planning MCO

3.3.3.13.89 Claims must include all NDC and other data needed, as determined by the Department, to support the rebate process, as follows:

a. Period of time covered

b. NDC number

c. TCN number or ICN Number

d. Total units paid

e. Product names

f. Number of prescriptions paid

g. Rebate amount per unit based on the CMS approved formula

h. HCPCS codes and/or revenue codes for physician administered drugs

i. Units of measure for physician administered drugs

3.3.3.14 Patient Care Services (PCS)

Contractor Requirements:

3.3.3.14.1 For the purposes of this RFP, Patient Care Services (PCS) shall be defined as the implementation, management, operations and maintenance of a Medication Therapy Management (MTM) Program.

3.3.3.14.2 Recommend disease states to include as part of the MTM Functionality.

3.3.3.14.3 Implement an MTM Functionality for each disease state identified by the Department as part of the State's overall Disease Management (DM) Program.

3.3.3.14.4 Describe its MTM Functionality in the OPM including, how such Functionality will work, the type and frequency of services, the covered disease states and relevant drugs, the approach for enrolling MPP Providers and Participants as determined by the Department, the percentage of Provider participation in the Program, the methodology of payment to Providers for MTM, the method/system for MTM claim adjudication, and the various reimbursement rates to Providers.

3.3.3.14.5 The payment for the PCS will be made by the Department.

3.3.3.14.6 Provide in their financial proposal the implementation cost of such Program, as well as the cost of ongoing MTM services, and projected savings to the Department related to MTM services.

3.3.3.14.7 Provide an MTM Functionality that adheres to all State and Federal regulations. The functionality shall be in line with current industry best practices.

3.3.3.14.8 Ensure that all claims related to PCS are electronically submitted and are compliant with latest State and Federal rules and regulations.

3.3.3.14.9 Only perform PCS to eligible MPP Participants.

3.3.3.14.10 Develop training materials and record training webinars to train Providers on the PCS Functionality. These materials shall be accessible via the Web Portal.

3.3.3.14.11 Transmit approved claims to appropriate MPP systems.

3.3.3.15 Clinical Support Services

Contractor Requirements:

3.3.3.15.1 Provide dedicated clinical support services staff (such as Clinical Pharmacists and Certified Pharmacy Technicians) that shall support and work directly with the Department to achieve System objectives and meet the requirements of this RFP.

3.3.3.15.2 Provide all administrative and clinical support for all aspects of the POSECMS System including data analytics, report generation, developing presentations, researching issues or Programs, and participating in meetings.

3.3.3.15.3 Support the Call Center in addressing clinical questions, Prior-Authorizations and other inquires/concerns from Maryland Providers.

3.3.3.15.4 Manage drug utilization and improve MPP by:

a. Monitoring use of generics
b. Analyzing prescribing patterns by Prescribers
c. Monitoring opioids use including adherence to the Department's policies
d. Monitoring behavioral health drugs including adherence to the Department's policies
e. Conducting data and analytical reporting
f. Reviewing medication regimens
g. Conducting retrospective drug utilization reviews

3.3.3.15.5 The Clinical Pharmacists and Certified Pharmacy Technicians shall be available in the local office to assist the providers and the Department's staff Monday to Friday from 8:00 am to 5:00 pm.

3.3.3.15.6 Support the DUR Board, the Corrective Managed Care and P&T Committees including attending and facilitating meetings, analyzing and presenting data, creating meeting agendas, providing meeting materials, taking minutes and managing action items. There are Approximately 8 meetings per year.

3.3.3.15.7 Analyze current drugs in the market and offer strategy and methodology used to develop coverage criteria for the Department's approval.

3.3.3.15.8 Dedicated Clinical Pharmacists shall provide analysis of drugs entering the market, standard of care change, or drug shortages, including, but not limited to, anticipated market share and recommended coverage criteria.

3.3.3.15.9 Review and approve drug regimens or therapies as per coverage criteria set by the Department, State and Federal rules, regulation and guidelines.

3.3.3.15.10 Examine a Participant's full profile when they review PA requests to provide advice and answer questions related to coverage and criteria.

3.3.3.15.11 Evaluate prescribing trends and identify areas that can be improved through education interventions or cost-avoidance techniques.

3.3.3.15.12 Evaluate utilization trends and identify areas that can be improved through various interventions or cost-avoidance techniques.

3.3.3.15.13 Support the Call Center 24/7.

3.3.3.15.14 Provide a report of Clinical Support activities and impact analysis. The format and frequency of this report shall be determined by the Contract Manager.

3.3.3.15.15 Make detailed recommendations for the development of new (and modification to existing) criteria and standards including the potential impact to the overall System.

3.3.3.15.16 Remain current on industry trends and best practices and provide recommendations on how to integrate or modify the Maryland solution to take advantage of such trends and best practices.

3.3.3.15.17 Support upon request by the Department, any legislative hearings with staff and documentation within 24 hours' notice.

3.3.3.15.18 Participate in State and CMS audits.

3.3.3.15.19 Analyze the relative cost-effectiveness of all drugs driving drug benefit cost increases.

3.3.3.15.20 Differentiate savings due to PA, TPL Cost Avoidance, State Actual Acquisition Cost, NADAC, WAC, Quantity Limits, Dose Optimization, Drug Management, and other initiatives that may be implemented.

3.3.3.15.21 Upon request, the Contractor shall prepare and provide, utilization records including but not limited to, three (3) years of medical records.

3.3.3.15.22 Assist in the review and development of Pharmacy policy and regulations to include providing information and drafting policy language.

3.3.3.15.23 Develop and maintain Department approved cost and quality improvement strategies.

3.3.3.15.24 Facilitate and manage weekly status meetings with the Department.

3.3.3.15.25 Perform analyses of data on individual drug usage.

3.3.3.16 Quality Management and Compliance Auditing (QMCA)

Contractor Requirements:

3.3.3.16.1 Implement and manage a Quality Management and Compliance Auditing Program to ensure compliance with all applicable laws, regulations, standards and RFP requirements.

3.3.3.16.2 Submit its Quality Management and Compliance Auditing Methodology and Strategy as part of the overall OPM.

3.3.3.16.3 The Quality Management and Compliance Auditing Methodology and Strategy shall describe the standard operating policies and procedures the Contractor shall implement to achieve Quality Management and Compliance Auditing requirements including proactively improving quality.

3.3.3.16.4 Quality Management shall refer to the overall identification, implementation, and monitoring of quality standards, regulations, and requirements that govern the way the POSECMS System is managed and operated.

3.3.3.16.5 Compliance Auditing shall refer to the ongoing auditing of System performance, System functionality and operational procedures to ensure compliance with quality standards and requirements.

3.3.3.16.6 Make all quality control and assurance reports, including System performance, audit tracking, and workflow analysis reports accessible via the Web Portal.

3.3.3.16.7 Submit a monthly report outlining all QMCA activities for that period. The QMCA Activities Report shall outline both the routine tasks outlined in Section 3.3.3.16.20 and the tasks associated with continuous quality management.

3.3.3.16.8 The QMCA Activities Report shall accompany the monthly QMCA invoice (Section 3.12).

3.3.3.16.9 Monitor Pharmacy Providers that offer discounted prescription drugs to verify that the Provider is submitting the same Usual and Customary charges to the general public.

3.3.3.16.10 Consistently monitor the accuracy of claims editing and pricing against the requirements of this RFP.

3.3.3.16.11 Have systematic processes to identify and notify Providers (via fax, email, or telephone) of errors, overpayments and contractual compliance issues including but not limited to:

a. Claims Processing Audits
b. Data Mining of Claims
c. Audit Avoidance
d. Desk Audits
e. Clinical and Utilization Reviews

3.3.3.16.12 Create and maintain a log of all Audits and their status. The Contractor shall maintain, at a minimum:

a. Unique identifier for each Audit
b. Type of Audit
c. Purpose of Audit
d. Systems/Operational Procedures being audited
e. Audit Begin Date
f. Audit End Date
g. Identity of the Auditor(S)
h. Audit Results/Findings
i. All Supporting Documentation
j. Corrective Action Plan (If Applicable)

3.3.3.16.13 Coordinate all Audit activities with the Department.

3.3.3.16.14 Recommend Providers for additional scrutiny based on the results of Audits.

3.3.3.16.15 Provide the State with verifiable Audit Reports in a timeframe designated by the Department, including but not limited to, the following categories:

a. Submitted claims
b. Paid claims (see Attachment HH for claim volume)
c. Denied claims, i.e., duplicate, incomplete, invalid Participant or provider, bad data; and PRO-DUR rejected claims

3.3.3.16.16 Develop and submit for approval corrective action plans for every deficiency or defect identified during Quality Management and Compliance Auditing activities and implement those plans within the time frame approve by the Department (SLA 3.8.12).

3.3.3.16.17 Maintain the appropriate supporting documentation with every corrective action plan.

3.3.3.16.18 Conduct an annual audit of MADAP Pharmacy claims submitted for reimbursement to verify the propriety of the Pharmacy claims process. The Audit should include both on-site and desk reviews. The Contractor shall propose their detailed approach to meeting this requirement as part of the Quality Management and Compliance Audit Strategy and Methodology (part of the OPM).

3.3.3.16.19 Perform 35 On-Site Audits and 15 Desk Audits annually, for MADAP Program.

3.3.3.16.20 The following table outlines QMCA activities that shall be performed on a frequency as outlined below:

Activity	Description	Frequency
MPP Paid Claims Audit	Review of all paid claims over $400	Monthly
MPP Paid Claims Audit	Review of coordination of benefits for all paid claims	Monthly

Algorithm Driven Audits	Develop and maintain state approved algorithms to audit paid claims	Bi-weekly
Workflow Analysis	Perform continuous workflow analysis to improve performance	Quarterly
340B Audit	Audit all paid claims for drugs purchased at 340B prices	Quarterly
Utilization Trend Analysis	Analyze medication utilization trends, prescribing trends, and Participant's profiles	Quarterly
PRO-DUR Claims Edits	Review of all paid claims to ensure PRO-DUR edits were applied and applied accurately	Monthly

3.3.3.16.21 Generates and maintains Audit trails for all claims activity.

3.3.3.17 Call Center

Contractor Requirements:

3.3.3.17.1 Implement, operate, staff, manage and maintain a POSECMS Call Center for Maryland Pharmacy Providers and Participants.

3.3.3.17.2 Implement, operate, and maintain an Interactive Voice Recognition (IVR) system.

3.3.3.17.3 Communicate with Call Center Contacts across various methods such as telephone, e-mail, mail, and fax.

3.3.3.17.4 Support Participants by:

a. Maintaining qualified, skilled, and thoroughly trained call center operators to provide technical and Programmatic support.

b. Adequately staffing the Call Center to support call volumes (Attachment Z).

c. Providing Call Center support during normal business hours Monday through Friday (8am – 5pm), except state holidays.

d. Providing a voice mail system with sufficient capacity to handle the call volume during non-business hours.

e. Responding to Participant voice mails within one (1) business day.

f. Providing a language access line to support non-English speaking Participants.

g. Providing technical support for the POSECMS Web Portal. Technical support encompasses providing guidance, instruction, and technical trouble-shooting techniques to support and assist end-users. Technical support addresses a specific issue preventing end-users from accessing the Call Center Functionality or utilizing its full functionality.

h. Providing TTY/TDD services for the hearing impaired.

i. Providing toll-free telephone and fax numbers.

j. Developing and maintaining FAQs, based on Call Center experience, to support Call Center staff and serve as informational material on the Web Portal.

3.3.3.17.5 Serve as the primary point of contact for MMPP Participants for all inquiries on such matters as:

a. Eligibility

b. Drug benefit coverage

c. General claims processing

d. PA

3.3.3.17.6 Support Providers by:

a. Maintaining qualified, skilled, and thoroughly trained Call Center operators, clinical Pharmacists, and certified Pharmacy technicians to provide technical, Programmatic, and clinical support.

b. Adequately staffing the Call Center to support call volumes (Attachment AA).

c. Providing Call center support 24/7.

d. Providing TTY/TDD services for the hearing impaired.

e. Providing technical support for the POSECMS Web Portal. Technical support addresses a specific issue preventing end-users from accessing the Call Center Functionality or utilizing its full functionality.

f. Taking over existing toll-free telephone and fax numbers.

g. Developing and maintaining FAQs, based on Call Center experience, to support Call Center staff and serve as informational material on the Web Portal.

3.3.3.17.7 Serve as the primary point of contact for all Provider inquiries on such matters as:

a. Eligibility

b. Drug claims processing

c. Coordinated PRO-DUR/PRO-DUR

d. Systems availability and connectivity issues

e. Online claims data and price verification

f. Technical helpdesk

g. PA including:

1) Early Refill

2) Price

3) Quantity Limits

4) Dose Optimization

5) CNS Stimulants

6) Days Supply
7) Growth Hormone
8) Infusion Services
9) Synagis
10) Nutritional Supplements
11) Maryland Specific MedWatch
12) Non-preferred drug
13) Cancer Drugs/Immunosuppressants
14) High cost medications
15) Antipsychotic medication
16) Opioids
17) Other PA requests as determined by the Department

3.3.3.17.8 Implement, operate, and maintain a Customer Relationship Management (CRM) System.

3.3.3.17.9 Report Call Center statistics and performance metrics as determined by the Department as part of routine status reporting.

3.3.3.17.10 Develop and maintain approved call scripts as part of routine Call Center operations.

3.3.3.17.11 Describe how it shall operate and manage the Call Center including call scripts, CRM user manuals, and Call Center Operator desk guides as part of the overall OPM.

a. The Call Center Operator desk guide shall define the policies and procedures of each Program to be used by Call Center operators to assist providers in correct claim submission.

b. The Desk Guide can be maintained on paper or electronically and shall include:

1) Call Scripts to address common issues
2) Common procedures used as part of call center operations
3) Contact information for escalation procedures

c. The Call Center Operator desk guide shall also include Program specific information to allow correct responses to Participant inquiries.

3.3.3.17.12 Meet contractual performance standards for responsiveness and timeliness of all Call Center activities and Call Center Standards.

3.3.3.17.13 Provide to the State, on a periodicity schedule as determined by the State, all management reports deemed necessary by the State pertaining to the Call Center. See Attachment CC for a list of reports.

3.3.3.17.14 Provide the Department access to Call Center staff during on-site visits.

3.3.3.17.15 Provide a comprehensive demonstration on Call Center operations as requested by the Contract Manager.

3.3.3.17.16 Provide the State with a monthly Call Center Service Level Metrics Reports as part of routine status reporting and invoicing. (Section 3.3.3.6).

3.3.3.17.17 Offer recommendations to the Department in any area in which the Contractor feels improvements can be made to improve Call Center operations.

3.3.3.17.18 Provide the Department designee with online access to call/contact management system data and real-time activity data at the direction of the Contract Monitor. The Department may use this to conduct or respond to audits.

3.3.3.17.19 Not archive and purge calls/contacts/correspondence unless authorized and approved by the Department.

3.3.3.17.20 Monitor, score, and report on the quality of call center calls.

a. Develop, and submit for approval by the Contract Monitor, a Quality Score Sheet used to score the quality of call center calls.

b. Monitor 3% of all calls received by the call center monthly.

c. At least 3% of each Call Center Representative's calls must be monitored monthly.

3.3.3.17.21 Provide quality monitoring tools and processes to enable a continuous improvement cycle for toll-free call center services that include:

a. Plug-in/double-jack monitoring

b. Silent monitoring (including remote)

c. Record and review to assess whether call was answered accurately

d. Voice and screen/multi-media monitoring, and

e. Conferencing capability

3.3.3.17.22 Maintain and provide access to a minimum of two (2) years of recordings of assisted calls.

a. The Department requires 60 days of recordings to be online and the remaining archived. The recordings must be provided upon request in a format determined by the Department.

3.3.3.17.23 The Department shall be notified within fifteen (15) minutes or less of any technical issues at the Call Center, which affect its ability to function as required by this Contract. Technical issues shall include problems with the telephony system, computer network, or call center management system.

3.3.3.17.24 Obtain prior Department approval of all scheduled down time for the Call Center.

3.3.3.17.25 Operate at its primary location as required in Section 3.3.2.19.

3.3.3.17.26 Conduct customer satisfaction surveys for providers who contact the Call Center for support.

a. The customer satisfaction surveys shall be designed to gauge provider satisfaction with the Call Center, Web Portal, and the overall POSECMS System. The Contractor shall:

1) Achieve a customer satisfaction target of 90% "satisfied" or "very satisfied" on an annual basis.

2) Randomly survey 10% of all provider calls on a monthly basis.

3) Report survey statistics as part of the routine monthly status report.

4) Compile monthly survey statistics and provide an annual report to the Department on the measure.

5) If the Contractor fails to meet the 90% satisfaction target, the annual report shall contain a corrective action plan to meet the target in the next reporting year.

3.3.3.17.27 Report on the following Call Center Metrics as part of Operational Status Reports.

a. Call Center Availability: For the Participant, the staff operators shall be available to answer calls from 8:00 a.m. to 5:00 p.m., EST, Monday through Friday except for State holidays. For the Providers, the staff operators shall be available to answer calls 24/7; however, Pharmacy Technicians and Pharmacist shall be available from 8:00 a.m. to 5:00 p.m. EST, Monday through Friday except for State holidays, and be available on call other times. The performance standard shall be measured monthly and shall be reviewed with the Department in detail as a part of the monthly audit. (SLA 3.8.17)

b. Average Speed of Answer: Ninety-five percent (95%) of all calls shall be answered within three (3) rings or fifteen (15) seconds. The performance standard shall be measured monthly and shall be reviewed with the Department in detail as part of the monthly Audit. "Answer" shall mean for each caller who elects to speak to a live representative. (SLA 3.8.18)

c. Timely and Accurate Response to Call Center Inquiries: One-hundred percent (100%) of Call Center inquiries (phone, fax, electronic) shall be accurately resolved and closed within one (1) working day. The performance standard shall be measured monthly and shall be reviewed with the Department as part of the monthly Audit. The Department shall provide the definition of "closed" for this performance measure. (SLA 3.8.19)

d. Call Abandonment Rate: Abandoned rate calls shall be of 3% or less of all monthly calls. The performance standard shall be measured monthly and shall be reviewed with the Department as part of the monthly Audit. A call shall be considered "abandoned" if the caller elects an option and is either not permitted access to that option or disconnects from the system. (SLA 3.8.20)

e. Busy Out/Blocked Call Rate: Busy Out/Blocked Call rate shall be of 1% or less of all monthly calls. The performance standard shall be measured monthly and shall be reviewed with the Department as part of the monthly Audit. A Busy Out/Blocked Call is a call made by a caller but is not allowed into the system. (SLA 3.8.21)

f. On Hold Time: On Hold Time rate shall be less than two (2) minutes 95% of the time. The performance standard shall be measured monthly and shall be reviewed with the Department as part of the monthly Audit. The On-Hold Time shall be defined as the time elapsed before response by a human operator to a caller's inquiry. (SLA 3.8.22)

g. PA Response Time: PA's sent by Providers via (fax or phone) shall be reviewed and completed within 24 hours of receipt. (SLA 3.8.23)

3.3.3.17.28 Provide the Department with remote access to live Call Center calls for monitoring and quality assurance purposes.

System Requirements:

3.3.3.17.29 The IVR system shall provide user-friendly menu options to allow callers to identify themselves, identify their reason for calling, and obtain information prior to reaching an operator.

3.3.3.17.30 The CRM system shall:

a. Integrates with a telephonic system to support the Call Center and meet the requirements of this RFP

b. Be dependable and have user-friendly navigation technology.

c. Provide the ability to auto-populate screens with caller information and provide access to contact information and call/correspondence history.

d. Create and maintain an electronic record of all Call Center contacts, requests and inquiries.

e. Include basic identifying characteristics for each record such as:

1) Time and date

2) Provider Name / ID

3) Participant Name / ID

4) Contact/Caller name and applicable organization

5) Nature of inquiry / Call category

6) Length of call

7) Customer Representative ID

8) Response provided by staff

9) Status of inquiry including whether the call was escalated and/or transferred and to whom

10) CRM ID number

11) Category of Service

f. Provide the ability to search Call Center records using any characteristics or combination thereof.

g. Provide the ability to integrate voice and electronic transactions into a single workflow with integrated queues that allow work blending and load balancing.

h. Provide the ability to route and transfer calls to the appropriate staff.

i. Provide the ability generate operational and performance measurement reports as defined by the Department.

j. Incorporate work item routing and queuing to send online alerts to identified staff and escalate correspondence and phone contacts that have not been responded to within State-defined timeframes to appropriate supervisory staff.

3.3.3.17.31 Be able to monitor and provide real-time reporting and forecasting software for:

a. Abandonment rate

b. Availability and agent utilization

c. Average speed of answer (ASA)

d. Call length

e. Contact volume

f. Customer satisfaction

g. Handle time

h. On-Call resolution rate

i. Peak hour statistics

j. Identification of historical trends

3.3.3.17.32 The Telephone system shall answer calls in FIFO (first in first out) sequence with the ability to view/print real-time queue statistics.

3.3.3.18 Web Portal Requirements

Contractor Requirements:

3.3.3.18.1 Design, develop, implement, operate and maintain a Pharmacy POSECMS Web Portal in accordance to the requirements of this RFP.

System Requirements:

3.3.3.18.2 Be compatible with mobile devices such as smart phones and tablets.

3.3.3.18.3 Serve as a static informational web site for Participants and Providers providing information such as Program benefits, eligibility, policy, processes, reports, policy changes, alterations, reference information, transmittals, regulation changes, provider advisories, the State Actual Acquisition Cost listing, preferred drug list, or other information as designated by the Department.

3.3.3.18.4 Contain a Contact Us section that provides users with numbers and email addresses to communicate with the Contractor, the Department, or other entities as determined by the Contract Manager.

3.3.3.18.5 Include links to other sites, downloadable documents, and contact information.

3.3.3.18.6 Grant manufacturers' secure access to Quarterly Drug Rebate Invoices and other rebate documentation as determined by the Department.

3.3.3.18.7 Provide an e-mail address for manufacturers to submit web portal issues/inquiries.

a. Pharmaceutical Drug Manufacturer's emails shall be responded to within one (1) business day of receipt.

3.3.3.18.8 Provide the Department staff secure, role-based, access to all POSECMS reports, user manuals, policy guides, laws, regulations, contractual documents, forms, templates, and other documents as defined by the Department.

3.3.3.18.9 Be compliant with all applicable federal/State laws and regulations such as HIPAA and HITECH.

3.3.3.18.10 Be compliant with all applicable usability standards, such as the American Disabilities Act (ADA), Older Americans Act, and the current Rehabilitation Act.

3.3.3.18.11 Include such features as:

a. Navigation clues and "breadcrumbs" for the users to keep track of their location within Programs or documents.

b. Ability to organize multiple open windows using standard methods such as cascade and tile.

c. Browser-independence, as long as the browser has broad usage and is in the latest version.

d. Mouse point-and-click and "hovering" capabilities.

e. Online Frequently Asked Questions (FAQ) organized by topic.

f. Banner messages and/or alerts to inform users of technical issues and emergency downtime and issue resolution The Contractor shall maintain archives of posted announcements, banner messages and alerts including the date and message.

3.3.3.18.12 Post announcements and/or alerts at user sign-on. Authorized Users that can sign-on shall be required to acknowledge the announcement so that it is not repeatedly displayed at subsequent sign-on. For this requirement, users shall refer to either MDH staff or participating providers who have credentials (username/password) to access the secure area of the website.

3.3.3.18.13 Automatic log off occurs for registered users after a set amount of inactivity, as defined by the Department. A warning message shall be displayed prior to session timeout.

3.3.4 Staffing Requirements

Contractor Requirements:

3.3.4.1 Address its overall Staffing Management Plan as part of the OPM, (Section 3.3.3.3).

3.3.4.2 Demonstrate its ability to recruit and retain skilled and highly qualified staff throughout the term of the Contract.

3.3.4.3 Provide managerial, supervisory, and administrative support staff throughout the Operations of the POSECMS System.

3.3.4.4 Assign an Account Manager who is responsible for the day-to-day operations of the POSEMCS Program.

a. The Account Manager shall serve as the primary point of contact for the Department on all matters concerning the POSECMS System.

b. The Account Manager, or their designee, shall be accessible to the Department 24/7.

3.3.4.5 Provide staff to facilitate, manage, attend, scribe, present, analyze data, prepare presentations and other summary documents, and otherwise support meetings with the Department's staff, providers, legal entities, auditors and other stakeholders as part of routine work needed to meet the requirements of this RFP.

3.3.4.6 Key and Critical Positions

a. Include names and resumes in a consistent format for certain high-level positions.

b. Assure that Key and critical staff meet the qualification requirements as outlined in Sections 3.3.4.7 through Section 3.3.4.18.

c. Assure that Key Staff bid shall be devoted to the Contract as bid.

d. Follow the requirements for Key Staff changes as outlined in Section 1.23, Substitution of Contractor Personnel.

e. Resumes for the Key Staff listed in the Sections below shall be supplied with the proposal.

f. Resumes for critical staff shall be provided at the request of the Department. See Attachment Q for the required Resume format.

g. The Contractor may seek approval to fill Key positions with temporary staff while obtaining a permanent replacement.

h. Temporary staff shall not fill Key Staff positions for a period longer than ninety (90) calendar days unless authorized by the Contract Manager.

i. Key Staff proposed in the Contractor's Proposal shall be on the account at the Kick-Off Meeting.

j. Each Key Staff member shall have the required qualifications and experience listed in the following paragraphs.

k. A back-up full-time employee must be designated for any absences of the account manager.

3.3.4.7 Project Manager – Key Personnel

a. Required Qualifications:

1) Minimum of three (3) years of experience in managing or in a key management position for a government or private sector client in health care development project.

2) Previous experience successfully implementing at least two (2) Pharmacy POS solutions including PRO-DUR functionality.

3) Previous experience with implementation of rebate systems.

4) Shall be a Certified Project Management Professional.

5) Previous experience leading and coordinating system implementation activities, including evaluation, training, and reporting.

b. Responsibilities:

1) Must be 100% dedicated to the Contract until 90 days after system go-live or until implementation defects are resolved as determined by the Department.

3.3.4.8 Account Manager – Key Personnel

a. Required Qualifications:

1) Minimum of three (3) years of account management experience for a government or private sector client in health care, including a minimum of two (2) years of Pharmacy Point of Sale experience.

2) A Maryland Pharmacist license is required (or shall be acquired within 6 months of Contract effective date).

3) Shall be a Certified Project Management Professional o (or shall be acquired within 6 months of system go-live).

4) Previous experience with activities for contract administration, overall project management and scheduling, correspondence between the State and the Contractor, dispute resolution, personnel issues with Contractor's staff, and status reporting to the State.

5) Previous experience providing marketplace trends and impact analysis.

6) Previous experience in public speaking and presentations.

b. Responsibilities:

1) Primary responsibility shall be to ensure the Contractor's compliance with contract requirements and shall be the designated point-of-contact for contractual issues.

2) Remain current on industry trends and best practices and provide recommendations on how to integrate or modify the Maryland solution to take advantage of such trends and best practices.

3) Assists in determining reimbursement methodologies by providing expenditure and utilization data by the National Drug Code (NDC), current version.

4) Must be 100% dedicated to the Contract.

5) Must be located at Contractor's Local Facility.

3.3.4.9 Deputy Account/System Manager – Key Personnel

a. Required Qualifications:

1) Minimum of two (2) years of experience in a Management position.

2) Minimum of three (3) years of experience serving as a liaison between technical and operational teams.

3) Minimum of three (3) years of experience in testing, implementation, and maintenance of a large-scale automated application similar to the proposed system for a government or private sector.

4) Previous experience in creating use cases, requirement analysis documents, detail specification documents, resolving production problems and developing user acceptance test plans and knowledge of development life cycles.

5) Bachelor's degree in Computer Science, Engineering, or other relevant field.

b. Responsibilities:

1) Shall function as the liaison for all system requirements between MPP and Contractor.

2) Must be 100% dedicated to the Contract.

3) Must be located at Contractor's Local Facility.

3.3.4.10 Rebate Account Manager – Key Personnel

a. Required Qualifications:

1) Minimum of three (3) years of experience in managing a Manufacturer Drug Rebate Program in either a government or private sector.

2) Bachelor's degree or higher in Accounting or Finance.

3) Strong skills in MS Excel and other MS Office products.

4) Comprehend Quantitative and qualitative methods to perform accurate analysis.

5) Healthcare industry experience.

6) Finance or Accounting experience.

7) Staff management experience.

8) Previous experience in Medicaid Drug Rebate Dispute resolution.

b. Responsibilities:

1) Primary responsibility shall be to ensure the Contractor's compliance with contract requirements related to Drug Rebates.

2) Must be 100% dedicated to the Contract.

3) Must be located at Contractor's Local Facility.

3.3.4.11 Call Center Manager – Key Personnel

a. Required Qualifications:

1) Minimum of three (3) years of experience in managing a Call Center.

2) Minimum three (3) years' experience with a Pharmacy claim processing call center.

3) Previous experience with conflict resolution and customer relations.

4) Previous experience with training and development of employees.

b. Preferred Qualifications:

1) Previous experience with the proposed call management system and workflow management is preferred.

c. Responsibilities:

1) Primary responsibility shall be to ensure the Contractor's compliance with contract requirements related to Call Center. See Section 3.3.3.18 for Call Center Requirements.

2) The Call Center Manager shall be responsible for coordinating efforts, including training and customer service, with the off hour call center manager, if applicable.

3) Must be 100% dedicated to the Contract.

4) Must be located at Contractor's Local Facility.

3.3.4.12 Rebate Pharmacist (50% FTE) – Critical Personnel

a. Required Qualifications:

1) Experience in a Drug Rebate Program in either a government or private sector is preferred.

2) A Maryland Pharmacist license is required (or shall be acquired within 6 months of System implementation).

3) Strong skills in MS Excel and other MS Office products.

b. Responsibilities:

1) The Rebate Pharmacist shall be 100% dedicated to the Contract while working on the Maryland POSECMS System.

2) Must be located at Contractor's Local Facility.

3.3.4.13 Rebate Analyst – Critical Personnel

a. Required Qualifications:

1) Experience with a Manufacturer Drug Rebate Program in either a government or private sector preferred.

2) Previous experience in identifying and troubleshooting drug rebate errors and discrepancies.

3) Strong analytical skills.

4) Experience in finance and accounting.

b. Responsibilities:

1) Must be 100% dedicated to the Contract.

2) Must be located at Contractor's Local Facility.

3.3.4.14 Clinical Pharmacist I – Critical Personnel

a. Required Qualifications:

1) Minimum of three (3) years of experience in supporting formulary, PA, benefits design and clinical information.
2) Pharm.D with current active Pharmacist license in Maryland (or shall be acquired within 6 months of System implementation).
3) Master's degree in Business Administration preferred.
4) Knowledge of clinical Pharmacy and drug products information to support plan benefit design.
5) Previous experience in PRO and RETRO-DUR.
6) Previous experience in public speaking and presentations.
7) Previous experience in IV infusion and compounding.

b. Preferred Qualifications:

1) Previous experience in supporting Call Center PA Programs and development.

c. Responsibilities:

1) Ensure the Contractor's compliance with Contract requirements concerning drug utilization and to consult and make recommendations to Prescribers if and when necessary.
2) Must be 100% dedicated to the Contract.
3) Must be located at Contractor's Local Facility.

3.3.4.15 Clinical Pharmacist II – Critical Personnel

a. Required Qualifications:

1) Minimum of three (3) years of experience in supporting formulary, PA, benefits design and clinical information.
2) Pharm.D with current active Pharmacist license in Maryland (or shall be acquired within 6 months of System implementation).
3) Previous experience in PRO and RETRO-DUR.
4) Knowledge of clinical Pharmacy and drug products information to support plan benefit design.
5) Specialized training in psychotropic medications.

b. Preferred Qualifications:

1) Previous experience in supporting Call Center PA Functionality and development.

c. Responsibilities:

1) Oversee clinical services related to psychotropic medications and to consult and make recommendations to Prescribers if and when necessary.
2) Must be 100% dedicated to the Contract.
3) Must be located at Contractor's Local Facility.

3.3.4.16 Clinical Pharmacist III – Critical Personnel

a. Required Qualifications:

1) Minimum of three (3) years of experience in supporting formulary, PA, benefits design and clinical information.

2) Pharm.D with current active Pharmacist license in Maryland (or shall be acquired within 6 months of Contract effective date).

3) Previous experience in PRO and RETRO-DUR.

4) Knowledge of clinical pharmacy and drug products information to support plan benefit design.

5) Specialized training in Substance Use Disorder (SUD) medications.

b. Preferred Qualifications:

1) Previous experience in supporting Call Center PA Functionality and development.

c. Responsibilities:

1) Oversee clinical services related to SUD medications and to consult and make recommendations to Prescribers if and when necessary.

2) Must be 100% dedicated to the Contract.

3) Must be located at Contractor's Local Facility.

3.3.4.17 Clinical Pharmacist IV – Critical Personnel

a. Required Qualifications:

1) Minimum of three (3) years of experience in supporting formulary, PA, benefits design and clinical information.

2) Pharm. D with current active pharmacist license in Maryland (or shall be acquired within 6 months of Contract effective date).

3) Previous experience in PRO and RETRO-DUR.

4) Knowledge of clinical pharmacy and drug products information to support plan benefit design.

5) Specialized training in Pain Management medications.

b. Preferred Qualifications:

1) Previous experience in supporting Call Center PA Programs and development.

c. Responsibilities:

1) Primary responsibility shall be to oversee clinical services related to Pain Management medications and to consult and make recommendations to Prescribers if and when necessary.

2) Must be 100% dedicated to the Contract.

3) Must be located at Contractor's Local Facility.

3.3.4.18 Clinical Pharmacist V – Critical Personnel

a. Required Qualifications:

1) Minimum of three (3) years of experience in supporting formulary, PA, benefits design and clinical information.

2) Pharm. D with current active Pharmacist license in Maryland (or shall be acquired within 6 months of Contract effective date).

3) Previous experience in PRO and RETRO-DUR.

4) Previous experience in data mining, analyzing and developing cost containment strategies (high utilizes etc.)

5) Knowledge of clinical pharmacy and drug products information to support plan benefit design.

b. Preferred Qualifications:

1) Previous experience in supporting Call Center PA Programs and development.

2) Specialized training in HIV/AIDS and other high-cost drug therapies.

c. Responsibilities:

1) Primary responsibility shall be to ensure high-cost claims are reviewed prior to adjudication and to consult and make recommendations to Prescribers if and when necessary.

2) Must be 100% dedicated to the Contract.

3) Must be located at Contractor's Local Facility.

3.3.5 End of Contract Transition Requirements

Contractor Requirements:

3.3.5.1 Transition shall begin approximately six (6) months before the end of the Contract term or as otherwise determined by the Contract Manager.

3.3.5.2 Thirty (30) days after being notified by the Department that responsibilities are to be transitioned, the Contractor shall submit a letter to the Department identifying the individuals selected to serve on a Transition Management Team.

a. After receiving written approval of the letter from the Department, the Transition Management Team shall be employed by the Contractor commencing with the beginning of transition.

b. The individuals that comprise the Transition Management Team shall not be Key or Critical Staff as found in (Section 3.3.4).

3.3.5.3 Develop and submit for approval a Transition Plan (Deliverable 3.9.3.14) sixty (60) days prior to the first day of the last Contract year or as otherwise directed by the Contract Manager (SLA 3.8.9).

3.3.5.4 Update the Transition Plan within sixty 60 days of being notified that a transfer of responsibilities will occur (SLA 3.8.13).

3.3.5.5 All data provided to the Department as part of Transition shall be in formats determined by the Department.

3.3.5.6 The Transition Plan shall:

a. Describe how the Contractor will work with successor vendors, contractors, business partners and the Department to successfully transfer all pertinent data and operational/technical documentation as determined by the Contract Manager.

b. Propose an approach to the transition.

c. Identify the major tasks and sub-tasks necessary for successful transition.

d. A high-level Schedule with milestone dates identifying Contractor and the Department's activities.

e. Identify all production data, Program libraries, and documentation, including documentation update procedures for the transition.

f. Risk and Issue Management.

g. A Transition Checklist tracking major activities needed to successfully transfer responsibilities.

h. Describe how status of the transition is reported.

i. Identify all facilities and any other resources required to operate the POSECMS including, data processing and imaging equipment; System and special software; Office space; Telecommunications circuits; Telephones; and other equipment.

3.3.5.7 Support all activities associated with turning over responsibilities at the end of the Contract.

3.3.5.8 Cooperate with the successor POSECMS contractor, other contractors, business partners and the Department in the planning and transfer of responsibilities.

3.3.5.9 Provide to the Contract Monitor an updated OPM, training materials, policies and procedures, operational reports, interface layouts, data, and all other artifacts received, produced, or otherwise obtained during the term of the Contract within a timeframe specified by the Department (SLA 3.8.14).

3.3.5.10 Dedicate resources to support, facilitate, and manage the successful transfer of responsibilities. These individuals shall form the Transition Management Team (TMT).

a. Be responsible for updating, managing, maintaining, and executing the Transition Plan and the transfer of responsibilities to a successor contractor.

b. Oversee the planning and execution of all transition requirements to ensure a successful transition in compliance with this RFP.

c. Be responsible for the review and update of all pertinent operational and technical documentation.

1) Operational and technical documents shall be reviewed and assessed for accuracy against the current state of operations and the version of the System.

2) A gap analysis shall be conducted to identify those documents requiring

revision and update.

3) The results of this gap analysis shall be tracked to ensure all documents are updated accordingly.

4) The results of the gap analysis and subsequent updates shall be submitted to the Department.

5) The Department shall approve which documents are updated for the transition.

6) Attest that the documentation provided as part of the transition is current, and accurately and completely reflects the existing POSECMS, in accordance with the contractual documentation requirements of this RFP.

7) Provide two (2) copies of the updated/corrected documentation in a Department-approved secure electronic media.

d. Facilitate and manage Transition weekly status meetings, or at a frequency determined by the Contract Manager, including the development and distribution of meeting agendas, status reports, supporting documentation and materials, meeting minutes, and action items.

e. Develop a Weekly Transition Status Report.

f. The Weekly Transition Status Report shall be delivered to the Department within one (1) week after each Status meeting and include at a minimum the following items:

1) Description of any progress made on each task, deliverable, and milestone including any variance from the baseline if applicable for that reporting period.

2) Topics of general discussion at the Status meetings.

3) Action items and decisions made at the Status meetings.

4) List of all problems and issues encountered, risks identified, and status of resolution of each problem, issue, and risk (e.g. a CAP and resolution timeline for each problem, issue, and risk).

5) Planned tasks, deliverables, and milestones for the following two (2) months.

6) Status of contractually defined tasks, deliverables, and milestones scheduled in the Transition Plan (to include any baseline variances).

7) Any other information required by the Department.

3.3.5.11 If the Transition is suffering from project issues or is significantly behind schedule, the Contract Manager may issue a Corrective Action Plan to the Contractor.

3.3.5.12 Develop and maintain an Issues Log including action plans and action plan owners.

3.3.5.13 The Weekly Transition Status Report shall be used by the Contractor and the Department's staff in monitoring and managing the Contractor's progress against the Transition Plan. If required by the Contract Manager, it shall be submitted on hard copy as well as on secure electronic media and/or via secure transmission in a format prescribed by the Contract Manager.

3.3.5.14 Develop a transition training plan detailing the approaches and methodologies of how the Contractor shall accomplish required training of Department staff.

a. Ensure successful transfer of operational and technical knowledge to the Department.

b. Transition Training tasks, deliverables, and milestones shall include, but not be limited to:

1) Schedule of planned training sessions.

2) Number of staff to be trained per business/system functional area.

3) Training subject topics with training objective descriptions and summaries for each training subject topic.

4) Length of each training session.

5) Location of training sessions.

6) Any final training/orientation of Department staff.

3.3.5.15 The POSECMS Documentation Inventory List (Deliverable 3.9.3.15) shall include a complete assessment report for each of the following, but not be limited to:

a. Detailed Program Design

b. Detail Program Specifications

c. Data Descriptions

d. Data Element Dictionaries

e. Computer Operations Procedures

f. User Documentation

g. Master List of all POSECMS manuals

h. Any other documentation that describes business rules and policy procedures that drive Operations.

3.3.5.16 Turnover all Toll-free telephone numbers and other dedicated communications channels as part of the transition.

3.3.5.17 Perform a final settlement of all Contractor invoices.

3.3.5.18 Perform a final reconciliation of all accounts receivable.

3.3.5.19 The Department shall withhold final month's payments for services provided under this Contract until transition to a new Contractor is complete as determined by the Department and defined by the requirements of this RFP.

3.3.5.20 At a date determined by the Department, the Contractor shall turn over:

a. Any documents related to the Contract as requested by the Department.

b. All work-in-process items, including all open Call Center tickets and PAs.

3.3.5.21 Complete any unfinished or incomplete activities associated with their final quarter of drug rebate processing and invoices. This includes activities not completed due to unforeseen delays and/or technical issues.

3.3.5.22 Work with the new Contractor to ensure the data deficiencies are resolved, data definitions are understood and file layouts are created as determined by the Department to ensure seamless transition.

3.3.5.23 Transition all archived documentation to the Department or designee.

3.3.5.24 Transfer all the current BIN, PCN and Group ID for all the MPP including MCOs to the Department or designee.

3.3.5.25 Transfer all pertinent Web Portal content to the Department or designee.

3.3.6 Export, Backup, Disaster Recovery (DR)

3.3.6.1 Export/Import

A. The Contractor shall provide to the State the ability to export data at will. If Contractor provides the State the ability to export data, access and instructions shall be provided. If Contractor intends to perform export data on the State's behalf, Contractor shall perform an export of State data within 24 hours of a request.

3.3.6.2 Backup

A. The Contractor shall perform backups of the web, application, and database servers on a regular basis. This shall include daily incremental backups and full weekly backups of all volumes of servers.

B. Daily backups shall be retained for one month, and weekly backups shall be retained for two years, by the Contractor**.**

C. Daily backups shall be stored off-site by the Contractor.

3.3.6.3 Disaster Recovery

The Contractor must maintain or cause to be maintained disaster avoidance procedures designed to safeguard State data and confidential information, Contractor's processing capability and the availability of hosted services.

A. System shall come back online within six (6) hours.

B. System shall be restored with less than six (6) hours' loss of data.

C. Contractor shall describe in its Proposal its disaster recovery approach, including an explanation how the data will be recoverable.

3.3.7 Contractor-supplied Hardware, Software, and Materials

3.3.7.1 The Contractor is responsible for the acquisition and operation of all hardware, software and network support related to the services being provided, and shall keep all software current.

3.3.7.2 All Upgrades and Regulatory Updates shall be provided at no additional cost.

3.3.8 Custom Software

3.3.8.1 As described in the sample Contract (Attachment A), the State shall solely own any custom software, including, but not limited to application modules developed to integrate with a COTS, source-codes, maintenance updates, documentation, and configuration files, when developed under this Contract.

3.3.8.2 Upon a Contractor's voluntary or involuntary filing of bankruptcy or any other insolvency proceeding, Contractor's dissolution, Contractor's discontinuance of support of any software or system, the Contractor shall convey to the State all rights, title, and interests in all custom software, licenses, software source codes, and all associated Software Source Code Documentation that comprises any solutions proposed as a part of the Master Contract or Contract These rights include, but are not limited to, the rights to use, and cause others to use on behalf of the State, said software, software documentation, licenses, software source codes, and Software Source Code Documentation.

3.3.8.3 The Contractor shall ensure retention of all ownership rights to the software by the State, if designed, developed, installed or enhanced with FFP per 42 CFR Part 433.112(b)(5) - (9).

3.3.9 Custom Source Code

3.3.9.1 For all custom software provided to the State pursuant to any Contract, the Contractor shall either provide the source code directly to the State in a form acceptable to the State, or deliver two copies of each software source code and software source code documentation to a State-approved escrow agent at no additional cost to the State following the terms set forth in the sample contract (Attachment A) and in Section 3.3.9 below.

3.3.9.2 The State shall have the right to audit custom software source code and corresponding software source code documentation for each software product that comprises the solution as represented by the Contractor. This audit shall be scheduled at any time that is convenient for the parties to be present. The State shall be provided with software or other tools required to view all software source code.

3.3.9.3 The Contractor shall provide the current source code and documentation for all custom software to the State at the time of Contract termination.

3.3.10 Source Code Escrow

Source Code Escrow applies to this Contract. The Contractor shall perform source code escrow as described in Section 12 of the Contract (Attachment A).

3.3.11 Data

Data, databases and derived data products created, collected, manipulated, or directly purchased as part of a RFP shall become the property of the State. The purchasing State agency is considered the custodian of the data and shall determine the use, access, distribution and other conditions based on appropriate State statutes and regulations.

Licensed and/or copyrighted data shall be governed by the terms and conditions identified in the Contract or the license.

3.3.12 Travel Reimbursement

There shall be no reimbursement for Travel.

3.4 Security Requirements

3.4.1 Information Technology

3.4.1.1 The Contractor agrees that it and Contractor Personnel shall (i) abide by all applicable federal, State and local laws, rules and regulations concerning Security of Information Systems and Information Technology security and (ii) comply with and adhere to the State IT Security Policy and Standards as each may be amended or revised from time to time. Updated and revised versions of the State IT Policy and Standards are available online at: www.doit.maryland.gov – keyword: Security Policy.

3.4.2 The State shall, at its discretion, have the right to review and assess the Contractor's compliance to the security requirements and standards defined in the Contract.

3.4.3 Contractor Personnel

3.4.3.1 Contractor Personnel shall display his or her company ID badge in a visual location at all times while on State premises. Upon request of authorized State personnel, each such Contractor Personnel shall provide additional photo identification.

3.4.3.2 At all times at any facility, the Contractor Personnel shall cooperate with State site requirements that include but are not limited to being prepared to be escorted at all times and providing information for State badge issuance.

3.4.3.3 Contractor shall remove any Contractor Personnel from working on the Contract where the State determines, at its sole discretion, that said Contractor Personnel has not adhered to the Security requirements specified herein.

3.4.3.4 The State reserves the right to request that the Contractor submit proof of employment authorization of non-United States Citizens, prior to commencement of work under the Contract.

3.4.4 Security Clearance / Criminal Background Check

A. A criminal background check for each for any Contractor Personnel providing s**ervices associated with the Scope of Work of this RFP** shall be completed prior to each Contractor Personnel providing any services under the Contract.

B. The Contractor shall obtain at its own expense a Criminal Justice Information System (CJIS) State and federal criminal background check, including fingerprinting, for all Contractor Personnel listed in sub-paragraph A. This check may be performed by a public or private entity.

C. The Contractor shall provide certification to the Department that the Contractor has completed the required criminal background check described in this RFP for each required Contractor Personnel prior to assignment, and that the Contractor Personnel have successfully passed this check.

D. The Contractor may not assign an employee with a criminal record unless prior written approval is obtained from the Contract Manager. The Contract Manager reserves the right to reject any individual based upon the results of the background check. Decisions of the Contract Manager as to acceptability of a candidate are final. The State reserves the right to refuse any individual Contractor Personnel to work on State premises, based upon certain specified criminal convictions, as specified by the State.

E. The CJIS criminal record check of each Contractor Personnel who will work on State premises shall be reviewed by the Contractor for convictions of any of the following crimes described in the Annotated Code of Maryland, Criminal Law Article:

1. §§ 6-101 through 6-104, 6-201 through 6-205, 6-409 (various crimes against property);
2. any crime within Title 7, Subtitle 1 (various crimes involving theft);
3. §§ 7-301 through 7-303, 7-313 through 7-317 (various crimes involving telecommunications and electronics);
4. §§ 8-201 through 8-302, 8-501 through 8-523 (various crimes involving fraud);
5. §§9-101 through 9-417, 9-601 through 9-604, 9-701 through 9-706.1 (various crimes against public administration); or
6. a crime of violence as defined in CL § 14-101(a).

F. Contractor Personnel who have been convicted of a felony or of a crime involving telecommunications and electronics from the above list of crimes shall not be permitted to work on State premises under this Contract; Contractor Personnel who have been convicted within the past five (5) years of a misdemeanor from the above list of crimes shall not be permitted to work on State premises.

3.4.5 On-site Security Requirement(s)

3.4.5.1 For the conditions noted below, Contractor Personnel may be barred from entrance or leaving any site until such time that the State's conditions and queries are satisfied.

A. Contractor Personnel may be subject to random security checks when entering and leaving State secured areas. The State reserves the right to require Contractor Personnel to be accompanied while in secured premises.

B. Some State sites, especially those premises of the Department of Public Safety and Correctional Services, require each person entering the premises to document and inventory items (such as tools and equipment) being brought onto the site, and to submit to a physical search of his or her person. Therefore, the Contractor Personnel shall always have available an inventory list of tools being brought onto a site and be prepared to present the inventory list to the State staff or an officer upon arrival for review, as well as present the tools or equipment for inspection. Before leaving the site, the Contractor Personnel will again present the inventory list and the tools or equipment for inspection. Upon both entering the site and leaving the site, State staff or a correctional or police officer may search Contractor Personnel.

3.4.5.2 Any Contractor Personnel who enters the premises of a facility under the jurisdiction of the Department may be searched, fingerprinted (for the purpose of a criminal history background check), photographed and required to wear an identification card issued by the Department.

3.4.5.3 Further, Contractor Personnel shall not violate Md. Code Ann., Criminal Law Art. Section 9-410 through 9-417 and such other security policies of the agency that controls the facility to which the Contractor Personnel seeks access. The failure of any of the Contractor Personnel

to comply with any provision of the Contract is sufficient grounds for the State to immediately terminate the Contract for default.

3.4.6 Data Protection and Controls

Contractor shall ensure satisfaction of the following requirements:

3.4.6.1 Administrative, physical and technical safeguards shall be implemented to protect State data that are no less rigorous than accepted industry practices for information security such as those listed below (see 3.4.6.2), and all such safeguards, including the manner in which State data is collected, accessed, used, stored, processed, disposed of and disclosed shall comply with applicable data protection and privacy laws as well as the terms and conditions of this Contract.

3.4.6.2 To ensure appropriate data protection safeguards are in place, at minimum, the Contractor shall implement and maintain the following controls at all times throughout the term of the Contract (the Contractor may augment this list with additional controls):

1. Establish separate production, test, and training environments for systems supporting the services provided under this Contract and ensure that production data is not replicated in test and/or training environment(s) unless it has been previously anonymized or otherwise modified to protect the confidentiality of Sensitive Data elements.
2. Apply hardware and software hardening procedures as recommended by the manufacturer and according to industry best practices to reduce the surface of vulnerability, eliminating as many security risks as possible and document what is not feasible and/or not performed according to best practices. Any hardening practices not implemented shall be documented with a plan of action and/or compensating control. These procedures may include but are not limited to removal of unnecessary software, disabling or removing unnecessary services, removal of unnecessary usernames or logins, and the deactivation of unneeded features in the system configuration files.
3. Ensure that State data is not comingled with any other data through the proper application of compartmentalization security measures.
4. Apply data encryption to protect State data, especially personal identifiable information (PII), from improper disclosure or alteration. For State data the Contractor manages or controls, data encryption should be applied to State data in transit over networks and, where possible, at rest; as well as to State data when archived for backup purposes. Encryption algorithms which are utilized for this purpose must comply with current Federal Information Processing Standards (FIPS), "Security Requirements for Cryptographic Modules", FIPS PUB 140-2.

   http://csrc.nist.gov/publications/fips/fips140-2/fips1402.pdf

   http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm
5. Enable appropriate logging parameters on systems to monitor user access activities, authorized and failed access attempts, system exceptions, and critical information security events as recommended by the operating system and application

manufacturers and information security standards, including State of Maryland Department of Information Security Policy.

6. Retain the aforementioned logs and review them at least daily to identify suspicious or questionable activity for investigation and documentation as to their cause and remediation, if required. The Department shall have the right to inspect these policies and procedures and the Contractor's performance to confirm the effectiveness of these measures for the services being provided under this Contract.
7. Ensure system and network environments are separated by properly configured and updated firewalls to preserve the protection and isolation of State data from unauthorized access as well as the separation of production and non-production environments.
8. Restrict network connections between trusted and untrusted networks by physically and/or logically isolating systems supporting the System from unsolicited and unauthenticated network traffic.
9. Review at regular intervals the aforementioned network connections, documenting and confirming the business justification for the use of all service, protocols, and ports allowed, including the rationale or compensating controls implemented for those protocols considered insecure but necessary.
10. Establish policies and procedures to implement and maintain mechanisms for regular vulnerability testing of operating system, application, and network devices. Such testing is intended to identify outdated software versions; missing software patches; device or software misconfigurations; and to validate compliance with or deviations from the Contractor's security policy. Contractor shall evaluate all identified vulnerabilities for potential adverse effect on security and integrity and remediate the vulnerability promptly or document why remediation action is unnecessary or unsuitable. The Department shall have the right to inspect these policies and procedures and the performance of vulnerability testing to confirm the effectiveness of these measures for the services being provided under this Contract.
11. Enforce strong user authentication and password control measures to minimize the opportunity for unauthorized access through compromise of the user access controls. At a minimum, the implemented measures should be consistent with the most current State of Maryland Department of Information Technology's Information Security Policy (http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx), , including specific requirements for password length, complexity, history, and account lockout.
12. Ensure Sensitive Data under this service is not processed, transferred, or stored outside of the United States.
13. Ensure Contractor's Personnel shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the State, which may be revoked at any time for any reason. The Contractor shall complete any necessary paperwork as directed and coordinated with the Contract Manager to obtain approval by the State to connect Contractor-owned equipment to a State LAN/WAN.
14. Ensure that anti-virus and anti-malware software is installed and maintained on all systems supporting the services provided under this Contract; that the anti-virus and

anti-malware software is automatically updated; and that the software is configured to actively scan and detect threats to the system for remediation.

15. Where website hosting or Internet access is the service provided or part of the service provided, the Contractor and/or Subcontractor shall conduct regular external vulnerability testing. External vulnerability testing is an assessment designed to examine the Contractor and/or Subcontractor's security profile from the Internet without benefit of access to internal systems and networks behind the external security perimeter. The Contractor and/or Subcontractor shall evaluate all identified vulnerabilities on Internet-facing devices for potential adverse effect on the system's security and/or integrity and remediate the vulnerability promptly or document why remediation action is unnecessary or unsuitable. The Department shall have the right to inspect these policies and procedures and the performance of vulnerability testing to confirm the effectiveness of these measures for the services being provided under this Contract.

3.4.6.3 Access to Security Logs and Reports

The Contractor shall provide reports to the State in a mutually agreeable format.

Reports shall include latency statistics, user access, user access IP address, user access history and security logs for all State files related to this Contract.

3.4.6.4 The Contractor shall be responsible for the following additional security requirements:

3.4.6.4.1 Verifies identity of all users, denies access to invalid users. For example:

a. Requires unique sign-on (ID and password)

b. Requires authentication of the receiving entity prior to a system initiated session, such as transmitting responses to eligibility inquiries

c. Meets security policy

3.4.6.4.2 Enforces password policies for length, character requirements, and updates. Requires a strong password.

3.4.6.4.3 Supports a user security profile that controls user access rights to data categories and system functions.

3.4.6.4.4 Permits supervisors or other designated officials to set and modify user security access profile.

3.4.6.4.5 Includes procedures for accessing necessary electronic Protected Health Information (ePHI) in the event of an emergency; continue protection of ePHI during emergency operations.

3.4.6.4.6 Supports workforce security awareness through such methods as security reminders (at log on or screen access), training reminders, online training capabilities, and/or training tracking.

3.4.6.4.7 Contains a data classification schema with data items flagged to link them to a classification category and has an access privilege scheme for each user that limits the user's access to one or more data classification categories.

3.4.6.4.8 Alerts appropriate staff authorities of potential violations of privacy safeguards, such as inappropriate access to confidential information.

3.4.6.4.9 Contains verification mechanisms that are capable of authenticating authority (as well as identify) for the use or disclosure requested. For example:

a. Permits inquiries on claim status only for claims submitted by the inquiring provider.

3.4.6.4.10 Supports encryption and decryption of stored ePHI or an equivalent alternative protection mechanism.

3.4.6.4.11 Supports encryption of ePHI that is being transmitted, as appropriate.

3.4.6.4.12 Supports integrity controls to guarantee that transmitted ePHI is not improperly modified without detection (e.g., provide secure claims transmission).

3.4.6.4.13 Provides data integrity of ePHI by preventing and detecting improper alteration or destruction (e.g., double keying, message authentication, digital signature, check sums etc).

3.4.6.4.14 Provides the capability that all system activity can be traced to a specific user.

3.4.6.4.15 Generates alerts for conditions that violate security rules, for example:

a. Attempts to access unauthorized data and system functions

b. Logon attempts that exceed the maximum allowed

c. Termination of authorized sessions after a specified time of no activity

3.4.6.4.16 Logs and examines system activity in accordance with audit policies and procedures adopted by the Medicaid agency.

3.4.6.4.17 Provides security incident reporting and mitigation mechanisms, such as:

a. Generate warning or report on system activity based on security parameters

b. Terminate access and/or generate report when potential security violation detected

c. Preserve and report specified audit data when potential security violation detected

3.4.6.4.18 Supports procedures for guarding, monitoring, and detecting malicious software (e.g., viruses, worms, malicious code, etc.).

3.4.6.4.19 Has the capability to respond to an authorized request to provide a report containing the DRS for a given individual.

3.4.6.4.20 Contains indicators that can be set to restrict distribution of ePHI in situations where it would normally be distributed.

3.4.6.4.21 Tracks disclosures of ePHI; provides authorized users access to and reports on the disclosures.

3.4.6.4.22 Has the capability to identify and note amendments to the DRS for a given individual.

3.5 Labor Categories and Qualifications

3.5.1 Labor Categories

The Labor Categories are identified and described below. To be responsive to this RFP, Offerors must be capable of providing and meeting the minimum qualifications for all the labor categories listed. Offerors shall submit a Price Sheet (Attachment F) that provides labor rates for all labor categories for all contract years (initial term and any option periods). Actual resumes shall be provided only for Key Personnel as described in Section 1.23. Resumes for resources provided later shall be coordinated by the Contract Manager per the Technical Proposal.

Each Labor Category includes Titles, Position Description, Education and Experience (General and Specialized).

Education and experience described below constitute the minimum qualifications for candidates proposed in response to a RFP. All experience required must have occurred within the most recent ten (10) years.

3.5.2 Contractor Personnel Experience (including Key Personnel submitted in response to this RFP)

3.5.2.1 Substitution of Education for Experience.

A Bachelor's Degree or higher may be substituted for the general and specialized experience for those labor categories requiring a High School Diploma. A Master's Degree may be substituted for two years of the general and specialized experience for those labor categories requiring a Bachelor's Degree. Substitution shall be reviewed and approved by the State at its discretion.

3.5.2.2 Substitution of Experience for Education.

Substitution of experience for education may be permitted at the discretion of the State.

3.5.2.3 Substitution of Professional Certificates for Experience:

Professional certification (e.g., Certified Novell Engineer, SQL Certified Database Administrator) may be substituted for up to two (2) years for general and specialized experience at the discretion of the State.

3.6 Performance and Personnel

3.6.1 Work Hours

A. Business Hours Support: The collective assigned Contractor Personnel shall support core business hours (8:00 AM to 5:00 PM), Monday through Friday except for State holidays, Service Reduction days, and Furlough days observed by the Department. Contractor personnel may also be required to provide occasional support outside of core business hours, including evenings, overnight, and weekends, to support: specific efforts and emergencies to resolve system repair or restoration.

B. Non-Business Hours Support: After hours support may be necessary to respond to IT Security emergency situations. Additionally, services may also involve some evening and/or weekend hours performing planned activities in addition to core business hours.

C. State-Mandated Service Reduction Days: Contractor personnel shall be required to participate in the State-mandated Service Reduction Days as well as State Furlough Days. In this event, the Contractor will be notified in writing by the Contract Manager of these details.

3.7 Problem Escalation Procedure

3.7.1 The Contractor must provide and maintain a Problem Escalation Procedure (PEP) for both routine and emergency situations. The PEP must state how the Contractor will address problem situations as they occur during the performance of the Contract, especially problems that are not resolved to the satisfaction of the State within appropriate timeframes.

3.7.2 The Contractor shall provide contact information to the Contract Manager, as well as to other State personnel, as directed should the Contract Manager not be available.

3.7.3 The Contractor must provide the PEP no later than ten (10) Business Days after notice of recommended award. The PEP, including any revisions thereto, must also be provided within ten (10) Business Days after the start of each Contract year and within ten (10) Business Days after any change in circumstance which changes the PEP. The PEP shall detail how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. The PEP shall include:

A. The process for establishing the existence of a problem;

B. The maximum duration that a problem may remain unresolved at each level in the Contractor's organization before automatically escalating the problem to a higher level for resolution;

C. Circumstances in which the escalation will occur in less than the normal timeframe;

D. The nature of feedback on resolution progress, including the frequency of feedback to be provided to the State;

E. Identification of, and contact information for, progressively higher levels of personnel in the Contractor's organization who would become involved in resolving a problem;

F. Contact information for persons responsible for resolving issues after normal business hours (e.g., evenings, weekends, holidays) and on an emergency basis; and

G. A process for updating and notifying the Contract Manager of any changes to the PEP.

3.7.4 Nothing in this Section shall be construed to limit any rights of the Contract Manager or the State which may be allowed by the Contract or applicable law.

3.8 Service Level Agreement (SLA)

During the course of the Contract, contract, the Department shall measure and review Contractor performance using a Performance Monitoring System. The Contractor must have in place processes to monitor and must report against all performance standards. The Contract Manager shall actively participate with the Contractor to approve the results, request corrective actions, and assess damages as necessary.

The SLAs the Contractor is expected to meet are:

SLA ID #	Requirement	Credits
3.8.1	3.3.2.2 – Implement the POSECMS System within six (6) months of receiving the Notice to Proceed (NTP) or as otherwise directed by the Contract Manager.	The Contractor shall be liable for $25,000 per day until the System is fully operational.
3.8.2	3.3.3.2.18.4 – Achieve CMS Certification retroactive to the first day of Operations.	The Contractor shall be liable for the difference between the Federal funding received and the Federal Funding that would have been received had the System achieved Certification from day one of Operations
3.8.3	3.3.3.9.74 – Process all POS Pharmacy claims within five (5) seconds, including PRO-DUR review. Processing time is measured from the point that the transaction is transmitted to the point the response is received	The Contractor shall be liable for 5% of all claims processing invoices for the period of non-compliance
3.8.4	3.3.3.9.70 - Utilize the Prospective Drug Utilization Review process for claims adjudication 100% of the time. 3.3.3.9.84 – Adjudicate 100% of all claims accurately	The Contractor shall be liable for 5% of all claims processing invoices for the period of non-compliance
3.8.5	3.3.3.11.9 - Load the drug file accurately 100% of the time.	The Contractor shall be liable for 5 % of the Drug Formulary invoice, per instance, for the period of non-compliance
3.8.6	3.3.3.13.8 – The Contractor shall be liable to the State in cases in which the Contractor fails to invoice for rebates available to the State, or otherwise does not meet the terms of this RFP and Contract	The Contractor shall be liable for the compounded interest associated with the invoice calculated based on yield rates of weekly auction of 13-Week Treasury bills for every day the invoice is late. The Contractor shall be liable for any penalties assessed to the state for non-compliance with Federal guidelines.

SLA ID #	Requirement	Credits
3.8.7	3.3.3.13.29 – The Contractor shall prepare and send quarterly, an electronic utilization file with FFS and MCO data to the State within one (1) calendar day after quarterly rebate invoices are submitted	The Contractor shall be liable for 2% of monthly Drug Rebate invoices, for the period of non-compliance, if the utilization file is 7 calendar days delinquent
3.8.8	3.3.3.13.32 – Prepare and send quarterly, an electronic utilization file with FFS data to the State within two (2) calendar days after quarterly rebate invoices are submitted for purposes of Supplemental Rebates	The Contractor shall be liable for 2% of monthly Drug Rebate invoices, for the period of non-compliance, if the utilization file is 7 calendar days delinquent
3.8.9	3.3.5.3 – Develop and submit for approval a Transition Plan (Deliverable 3.9.3.14) sixty (60) days prior to the first day of the last Contract year or as otherwise directed by the Contract Manager	The Contractor shall be liable for 50% of all monthly invoices for the period of non-compliance For every week thereafter that the deliverable is late the Contractor shall be liable for 1% of all monthly invoices
3.8.10	3.3.3.4.6 - The list of High-Priority reports identified in Table 3-1are time sensitive and critical to the operations of the Department. These reports must be provided in compliance with Table 3-1, or as otherwise determined by the Contract Manager.	The Contractor shall be liable for 1% of all monthly invoices for every day any High-Priority Report is late
3.8.11	3.3.3.9.4 – Notify the Department within 15 minutes of the Contractor's knowledge of any System performance issues impacting Pharmacy claims adjudication	The Contractor shall be liable for 5% of all claims processing invoices per occurrence for the period of non-compliance

SLA ID #	Requirement	Credits
3.8.12	3.3.3.16.16 – Develop and submit for approval corrective action plans for every deficiency or defect identified during Quality Management and Compliance Auditing activities and implement those plans within the time frame approve by the Department	The Contractor shall be liable for 2% of the monthly invoices related to the system(s)/Program(s) affected
3.8.13	3.3.5.4 – Update the Transition Plan within sixty 60 days of being notified that a transfer of responsibilities will occur	The Contractor shall be liable for 50% of all monthly invoices for the period of non-compliance For every week thereafter that the deliverable is late the Contractor shall be liable for an additional 10% of all monthly invoices
3.8.14	3.3.5.9 – Provide updated OPM, training materials, policies and procedures, operational reports, interface layouts, data, and all other artifacts received, produced, or otherwise obtained during the term of the contract within a timeframe specified by the Department	The Contractor shall be liable for 50% of all monthly invoices for the period of non-compliance For every week thereafter that the deliverable is late the Contractor shall be liable for an additional 10% of all monthly invoices

SLA ID #	Requirement	Credits
3.8.15	3.3.3.9.65 – Track Participants that are found to be retroactively eligible based on the Department's MMIS or retroactive eligibility data file. a. A claim meets the timely filing limits if the claim is submitted within 12 months, or otherwise specified by the Department, of the decision date; b. The Contractor shall use this information to adjudicate claims properly for services rendered during this period of retroactive eligibility and to also enable claims for non-preferred drugs to automatically adjudicate without the need for prior-authorization for the period of a Participant's retroactive eligibility.	The Contractor shall be liable for the total costs of the specific claim(s) erroneously adjudicated to a pay disposition
3.8.16	3.3.3.2.26– Be online and accessible 24/7, except for pre-approved scheduled downtime for system maintenance.	The Contractor shall not be liable for the first 2 hours of unscheduled downtime. The Contractor shall be liable for $25,000 for every hour or fraction thereof after the initial 2 hours.

SLA ID #	Requirement	Credits
3.8.17	Call Center Standard 1: Call Center Availability: For the Participant, the staff operators shall be available to answer calls from 8:00 a.m. to 5:00 p.m., EST, Monday through Friday except for State holidays. For the Providers, the staff operators shall be available to answer calls 24/7; however, Pharmacy Technicians and Pharmacist shall be available from 8:00 a.m. to 5:00 p.m. EST, Monday through Friday except for State holidays, and be available on call other times. The performance standard shall be measured monthly and shall be reviewed with the Department in detail as a part of the monthly Audit.	The Contractor shall be liable for 2.5% of the monthly Call Center invoice for every instance over one (1) hour of unscheduled downtime.
3.8.18	Call Center Standard 2: Average Speed of Answer: Ninety-five percent (95%) of all calls shall be answered within three (3) rings or fifteen (15) seconds. The performance standard shall be measured monthly and shall be reviewed with the Department in detail as part of the monthly Audit. "Answer" shall mean for each caller who elects to speak to a live representative.	The Contractor shall be liable for 2.5% of the monthly Call Center invoice for failing to have 95% of calls answered within three (3) rings or fifteen (15) seconds.

SLA ID #	Requirement	Credits
3.8.19	Call Center Standard 3: Timely and Accurate Response to Call Center Inquiries: One-hundred percent (100%) of call center inquiries (phone, fax, electronic) shall be accurately resolved and closed within one (1) working day. The performance standard shall be measured monthly and shall be reviewed with the Department as part of the monthly Audit. The Department shall provide the definition of "closed" for this performance measure.	The Contractor shall be liable for 0.5% of the monthly Call Center invoice for every instance where a inquiry is not resolved within one (1) working day unless authorized by the Contract Manager.
3.8.20	Call Center Standard 4: Call Abandonment Rate: Abandoned rate calls shall be 3% or less. The performance standard shall be measured monthly and shall be reviewed with the Department as part of the monthly audit. A call shall be considered "abandoned" if the caller elects an option and is either not permitted access to that option or disconnects from the system.	The Contractor shall be liable for 5% of the monthly Call Center invoice for failing to meet an abandonment rate less than 3%.
3.8.21	CC Standard 5: Busy Out/Blocked Call Rate: Busy Out/Blocked Call rate shall be 1% or less. The performance standard shall be measured monthly and shall be reviewed with the Department as part of the monthly Audit. A Busy Out/Blocked Call is a call made by a caller but is not allowed into the system.	The Contractor shall be liable for 5% of the monthly Call Center invoice for failing to meet a Busy Out/Blocked Call Rate less than 1%.

SLA ID #	Requirement	Credits
3.8.22	CC Standard 6: On Hold Time: On-Hold Time rate shall be less than two (2) minutes 95% of the time. The performance standard shall be measured monthly and shall be reviewed with the Department as part of the monthly Audit. The On-Hold Time shall be defined as the time elapsed before response by a human operator to a caller's inquiry.	The Contractor shall be liable for 5% of the monthly Call Center invoice for failing to meet On Hold Time rate of less than two (2) minutes 95% of the time.
3.8.23	CC Standard 7: PA Response Time: PA's sent by Providers via (fax or phone) shall be reviewed and completed within 24 hours of receipt.	The Contractor shall be liable for 0.5% of the monthly Call Center invoice for every instance where a PA is not complete within 24 hours of receipt.

3.9 Deliverables

3.9.1 DELIVERABLES

Deliverables are the tangible outputs of work performed to meet the requirements of this RFP.

3.9.2 DELIVERABLES DEVELOPMENT

The contractor shall develop and submit for approval a Deliverable Expectation Document (DED) for each formal deliverable identified in this RFP.

The DED shall identify expected deliverable format, content, intent, due date, acceptance criteria, review time frames, applicable standards, applicable requirements met by the Deliverable

Approval of the DED is a pre-requisite to development of the Deliverable.

For deliverables that are submitted routinely, for example Status Reports, the Contractor may assume that the most recently approved DED applies unless otherwise notified

Prepare and submit draft deliverables for the Department's review and approval.

Prepare and submit final deliverables for approval.

DED's shall contain:

3.9.2.1 Table of Contents

1. List the table of contents or outline of the deliverable.
2. Discuss the content of each major section.

3.9.2.2 Deliverable Description

1. Describes the deliverable purpose, content, intent, objectives, and scope
2. Identifies the intended audience.
3. Due date
4. Identifies the means of distribution
5. The software and software version the deliverable will be created in (i.e. – PDF, Excel)

3.9.2.3 Applicable Standards

1. Identify all applicable standards, laws, regulations, and/or policies that govern or are met by the Deliverable or the DED itself
2. Examples of applicable standards include but are not limited to:
   a. Project Management Body of Knowledge (PMBOK), 5th Edition, Project Management Institute (PMI)
   b. Project Management Practice Standards, Project Management Institute
   c. Maryland System Development Life Cycle (SDLC) Methodology, specifically the COTS Single Release methodology, Maryland Department of Information Technology
   d. Capability Maturity Model Integration for Development (CMMI-DEV) version 1.3, Software Engineering Institute (SEI)
   e. Institute of Electrical and Electronics Engineers (IEEE) standards
   f. The Seven Conditions and Standards, Centers for Medicare and Medicaid Services (CMS)
   g. The Affordable Care Act

3.9.2.4 Deliverable Requirements

1. List the specific requirements for the deliverable from the Request for Proposal, Statement of Work, and/or Contract.
2. List the specific source of the requirement, including document name and version.

3.9.2.5 Deliverable Format

1. List any required templates, diagrams, tables, or specific content required for the deliverable.
2. Indicate the format of the document.
3. Anticipated number of chapters and volumes as appropriate.
4. All deliverables shall be delivered in electronic format as determined by the Department
   a. The contractor shall provide hard copies of deliverables at the request of the Department.

3.9.2.6 Deliverable Acceptance Criteria

1. List the specific acceptance criteria for the deliverable.
2. The criteria should be specific to the deliverable.

3.9.3 DELIVERABLE DESCRIPTIONS / ACCEPTANCE CRITERIA

The Contractor may suggest other subtasks, artifacts, or deliverables to improve the quality and success of the assigned tasks.

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
3.9.3.1	Project Management Plan	See Section 3.3.2.15	Draft due at Kick-off Final Prior to Requirements Validation
3.9.3.2	Requirements Traceability Matrix	See Section 3.3.2.15.5.7.c	1 Week after Requirements Validation is Completed
3.9.3.3	Business Rules Definition Document	See Section 3.3.2.15.5.7.f	1 Week after Requirements Validation is Completed
3.9.3.4	Provider Manual	See Section 3.3.2.16.1	Draft 3 weeks prior to UAT Final 1 week prior to UAT
3.9.3.5	User Manual	See Section 3.3.2.16.2	Draft 3 weeks prior to UAT Final 1 week prior to UAT
3.9.3.6	System Test Results	See Section 3.3.2.15.5.15.h	1 week after System Testing is complete.
3.9.3.7	Conversion Results	See Section 3.3.2.15.5.10	1 week after conversion is complete
3.9.3.8	UAT Results	See Section 3.3.2.15.5.15.i	1 week after UAT is complete
3.9.3.9	Interface Test Results	See Section 3.3.2.15.5.9	1 week after Interface testing is complete
3.9.3.10	Operational Readiness Testing Results	See Section 3.3.2.15.5.15.j	1 week after ORT is complete
3.9.3.11	Operations Procedure Manual	See Section 3.3.3.3	Draft 3 weeks prior to UAT Final 1 week prior to UAT
3.9.3.12	Implementation Status Reports	See Section 3.3.2.15.5.4	Every week starting after kick-off
3.9.3.13	Operations and Maintenance Status Reports	See Section 3.3.3.6	Weekly as of the first day of operations unless otherwise specified by the Contract Manager
3.9.3.14	Transition Plan	See Section 3.3.5.1	Initial – 60 days prior to last base year

ID #	Deliverable Description	Acceptance Criteria	Due Date / Frequency
3.9.3.15	Documentation Inventory List	See Section 3.3.5.15	As detailed in the Transition plan

3.10 Optional Services

3.10.1 The following procedure sets forth as the optional services process that shall apply to the Contractor's provision of services required in this Section.

3.10.2 The Contractor shall be available on as needed basis to provide optional resources as identified in this Section, and as priced in the Financial Proposal. The Process for obtaining Optional Services shall apply only to these activities and not be relied upon in any way for completion or delivery of other contract requirements as set forth in Section 3.3.

3.10.3 Optional Services shall be initiated by the Contract Manager by submitting an Optional Service Request. The Contract Manager shall authorize the Contractor to perform any of the optional services as defined in this Section. The Contract Manager shall provide the following information when requesting Optional Services:

a. Type of Resource needed

b. Required hours per week

c. Estimated start and end dates

3.10.4 Upon receiving the Optional Service Request, the Contractor shall respond in writing within 15 business days. The Contractor's written response shall include a proposed timeline to provide the resource. The Contract Manager shall provide written documentation within 3 business days of receipt of the Contractor's written response for Notice to Proceed (NTP).

3.10.5 Optional Services work shall be performed by the Contractor under the direction and control of the Contract Manager or designee.

3.10.6 The Contractor shall submit separate monthly invoices for each Optional Service when provided. The Contractor shall follow invoicing instructions as found in Section 3.12.

3.10.7 The Contractor shall provide rates for the following optional resources as part of its Proposal. These resources shall operate out of the Department's local office (201 W. Preston St. Baltimore MD) except the CMC/Lock-In Data Entry personnel.

Table 3-3. CMC Optional Resources

Optional Resource	# of Resources	Time to Hire
Clinical Pharmacist	2	60 days from Contract Manager Request
Certified Pharmacy Technician	2	45 days from Contract Manager Request
Call Center Representative	1	30 days from Contract Manager Request

CMC Data Entry	1	30 days from Contract Manager Request

3.10.8 The following paragraphs list the qualifications and responsibilities of Optional Services Personnel:

3.10.8.1 Corrective Managed Care (CMC)/Lock-In Data Entry

CMC is Maryland Medicaid's Program for prevention of prescription controlled substances (CDS) abuse/misuse. If a Participant meets the specific threshold of pre-established criteria (i.e., obtaining multiple CDS prescriptions from multiple Providers and multiple Pharmacies within a specified time period) then they will be "locked-in"; to one Pharmacy and/or one Prescriber for all prescriptions for a specified time period.

a. Qualifications:

1. Experience or knowledge of Pharmacy claims processing functions

2. Prior data entry experience

3. Problem-solving skills

4. Skill set in Microsoft Office

b. Responsibilities:

1. Coordination of care for Medicaid recipients in CMC with regard to Pharmacy and/or Prescriber lock-in process.

2. Liaison between MMPP and POS Contractor on CMC issues/problems.

3. Data entry into POS System.

3.10.8.2 Clinical Pharmacist(s)

a. Qualifications:

1. Minimum of three (3) years of experience in supporting formulary, PA, benefits design and clinical information.

2. Pharm.D with current active Pharmacist license in Maryland (or shall be acquired within 6 months).

3. Previous experience in PRO and RETRO-DUR.

4. Previous experience in supporting Call Center PA Programs preferred.

5. Knowledge of clinical pharmacy and drug products information to support plan benefit design.

6. Clinical training in high cost and specialty medications.

b. Responsibilities:

1. Assist in PA Programs for Pharmacy Providers, Prescribers, and other stakeholders.

2. Consult and make recommendations to Prescribers if and when necessary.

3. Creation of clinical criteria and other assigned duties by the Department.

4. Must be 100% dedicated to the Contract.

5. Must be located at the Department's Facility.

3.10.8.3 Certified Pharmacy Technician(s)

a. Qualifications:

1. Minimum of one (1) year of experience in pharmaceutical services.

2. Registered with current active Certified Pharmacy Technician license in Maryland.

3. Previous experience in retail or hospital Pharmacy is preferred.

4. Previous experience in supporting Call Center PA Programs is preferred.

5. Knowledge of drug products information.

b. Responsibilities:

1. Assist in the PA process and answering inquiries in the Call Center.

2. Data entry into POS system.

3. Miscellaneous assigned duties.

4. Must be 100% dedicated to the Contract.

5. Must be located at the Department's Facility.

3.10.8.4 Call Center Representative

a. Qualifications:

1. Experience or knowledge of Pharmacy claims processing functions and some basic knowledge of pharmaceuticals.

2. Prior high volume Call Center experience is preferred.

3. Problem-solving skills.

4. Skill set in Microsoft Office.

b. Responsibilities:

1. Answering calls from Prescribers, Participants, Pharmacy Providers and other stakeholders.

2. Data entry into POS System.

3. Liaison between the Department and POS Contractor.

4. Miscellaneous assigned duties.

5. 100% dedicated to this Contract.

6. Must be located at the Department's facility.

3.10.9 System Enhancement Requirements

Contractor Requirements:

3.10.9.1 System enhancements are defined as the Department's request for the implementation of new functionality, or the significant modification to existing functionality, outside the scope of the Contract.

3.10.9.2 Only the Contract Manager may authorize the implementation of a system enhancement.

3.10.9.3 The Contractor shall provide a pool of 10,000 hours, for every Contract year, dedicated to system enhancements as defined by this section of the RFP.

a. As part of the Proposal include a list of associated labor categories and rates for the personnel that would be responsible for implementing System enhancements. The following table shall be part of the Offeror's proposal and list all applicable personnel and rates for system enhancement activities.

Table 3-4. Enhancement Personnel Rate Table Example

Example System Enhancement Personnel Labor Categories and Rates	
Example Labor Categories	**Example Hourly Rate**
Project Manager	$XX/h
Lead Developer	$XX/h
Business Analyst	$XX/h

b. Report as part of regular Status Reporting the number of hours used, number of hours left, and number of hours already allocated to other projects.

c. Unused hours shall carry over to the next and subsequent Contract years. Hours are to be used on a "first-in, first-out" basis.

d. Hours shall not be carried over into option years.

3.10.9.4 The Contractor shall manage enhancements to the POSECMS System as requested by the Department or mandated by federal and/or State laws and regulations.

3.10.9.5 The Contractor shall work with the Department and its business partners to define the requirements associated with system enhancements.

3.10.9.6 The Contractor shall manage system enhancements in accordance with the Change Control process in the OPM.

3.11 Insurance Requirements

3.11.1 Any insurance furnished as a condition of this Contract shall be issued by a company authorized to business in this State.

3.11.2 Insurance shall be provided as specified in the Contract (Attachment A).

3.11.3 The recommended awardee must provide a certificate(s) of insurance with the prescribed coverages, limits and requirements set forth in this Section 3.11 "Insurance Requirements," within five (5) Business Days from notice of recommended award. During the period of performance for multi-year contracts the Contractor shall update certificates of insurance annually, or as otherwise directed by the Contract Manager.

3.11.4 The following type(s) of insurance and minimum amount(s) of coverage are required:

3.11.4.1 General Liability – The Contractor shall maintain Commercial General Liability Insurance with limits sufficient to cover losses resulting from, or arising out of, Contractor action or inaction in the performance of the Contract by the Contractor, its agents, servants, employees, or subcontractors, but no less than a Combined Single Limit for Bodily Injury, Property Damage, and Personal and Advertising Injury Liability of $1,000,000 per occurrence and $3,000,000 aggregate.

3.11.4.2 Errors and Omissions/Professional Liability – The Contractor shall maintain Errors and Omissions/Professional Liability insurance with minimum limits of $1,000,000 per occurrence.

3.11.4.3 Employee Theft Insurance – The Contractor shall maintain Employee Theft Insurance with minimum limits of $1,000,000 per occurrence.

3.11.4.4 Cyber Security / Data Breach Insurance – The Contractor shall maintain Cyber Security / Data Breach Insurance in the amount of fifteen million dollars ($15,000,000) per occurrence. The coverage must be valid in at all locations where work is performed or data or other information concerning the State's claimants and/or employers is processed or stored.

3.11.4.5 Worker's Compensation – The Contractor shall maintain such insurance as necessary and/or as required under Workers' Compensation Acts, the Longshore and Harbor Workers' Compensation Act, and the Federal Employers' Liability Act.

3.11.4.6 Automobile and/or Commercial Truck Insurance – The Contractor shall maintain Automobile and/or Commercial Truck Insurance as appropriate with Liability, Collision, and PIP limits no less than those required by the State where the vehicle(s) is registered, but in no case less than those required by the State of Maryland.

3.11.5 State Inclusion on Insurance

The State shall be listed as an additional insured on all policies with the exception of Worker's Compensation Insurance and Professional Liability Insurance. All insurance policies shall be endorsed to include a clause that requires that the insurance carrier provide the Contract Manager, by certified mail, not less than 45 days' advance notice of any non-renewal, cancellation, or expiration. In the event the Contract Manager receives a notice of non-renewal, the Contractor shall provide the Contract Manager with an insurance policy from another carrier at least 30 days prior to the expiration of the insurance policy then in effect. All

insurance policies shall be with a company licensed by the State to do business and to provide such policies.

3.11.6 Subcontractor Insurance

The Contractor shall require that any subcontractors providing products/services under this Contract obtain and maintain similar levels of insurance and shall provide the Contract Manager with the same documentation as is required of the Contractor.

3.12 Invoicing

3.12.1 General

1. All invoices for services shall be signed by the Contractor and submitted to the Contract Manager. All invoices shall include the following information:

   (1) Contractor name and address;
   (2) Remittance address;
   (3) Federal taxpayer identification number (or if sole proprietorship, the individual's social security number);
   (4) Invoice period (i.e. time period during which services covered by invoice were performed);
   (5) Invoice date;
   (6) Invoice number;
   (7) State assigned Contract number;
   (8) State assigned (Blanket) Purchase Order number(s);
   (9) Goods or services provided; and
   (10) Amount due.

   Invoices submitted without the required information cannot be processed for payment until the Contractor provides the required information.

3.12.1.2 The Department reserves the right to reduce or withhold Contract payment in the event the Contractor does not provide the Department with all required deliverables within the time frame specified in the Contract or otherwise materially breaches the terms and conditions of the Contract until such time as the Contractor brings itself into full compliance with the Contract. Also see the "Living Wage" provision of the Contract, if applicable, which allows for withholding of payment under certain circumstances. Any action on the part of the Department, or dispute of action by the Contractor, shall be in accordance with the provisions of Md. Code Ann., State Finance and Procurement Article §§ 15-215 through 15-223 and with COMAR 21.10.04.

3.12.2 **Invoice Submission Schedule**

3.12.2.1 POSECMS Implementation Invoice Submission Schedule

a. The invoices associated with the POSECMS Implementation shall be submitted, with the accompanying deliverable acceptance letters, no later than the 15th day of the month following the acceptance of respective deliverables or groups of deliverables as set forth in the following Implementation Milestone Schedule.

b. The invoice amount shall be a percentage of the total fixed price amount for implementation as set forth in the following Milestone Schedule.

Milestone	Deliverable	% of Total Implementation
Project Kick-off	Draft Project Management Plan	5%
Entering Requirements Validation	Deliverable 3.9.3.1 Project Management Plan	5%
Requirements Validation Complete	Deliverable 3.9.3.2 Requirements Traceability Matrix	10%
Requirements Validation Complete	Deliverable 3.9.3.3 Business Rules Definition Document	10%
Systems Testing Complete / Entering UAT	Deliverable 3.9.3.6 Systems Test Results	10%
Systems Testing Complete / Entering UAT	Deliverable 3.9.3.7 Conversion Results	10%
Systems Testing Complete / Entering UAT	Deliverable 3.9.3.9 Interface Test Results	10%
Entering UAT	Draft Provider Manual	2.5%
Entering UAT	Draft MDH User Manual	2.5%
Entering UAT	Draft Operational Procedure Manual	2.5%
UAT and ORT Complete	Deliverable 3.9.3.4 Provider Manual	2.5%
UAT and ORT Complete	Deliverable 3.9.3.5 User Manual	2.5%
UAT and ORT Complete	Deliverable 3.9.3.11 Operational Procedures Manual	2.5%
UAT and ORT Complete	Deliverable 3.9.3.8 UAT Results	5%
UAT and ORT Complete	Deliverable 3.9.3.10 ORT Results	5%
Systems Ready for Go-Live	Contractor notifies the Contract Manager that the POSEMCS System is ready for implementation.	15%

3.12.2.2 POSECMS Operations and Maintenance Invoicing

3.12.2.2.1 The Contractor shall submit all invoices in a format approved by the Department.

3.12.2.2.2 The Contractor shall submit Status Reports and all pertinent performance metrics along with invoices.

3.12.2.2.3 Invoices shall identify the total amount invoiced for the relevant period, and separately identify the billed amounts for each activity of the contract for the period covered

3.12.2.2.4 POSECMS Claims Processing Invoicing

i. The Contractor shall submit monthly invoices by 15th of each month for activities performed in the preceding month.
ii. The Contractor shall bill the Department for the processing of paid claims only (No denied or reversed claims are paid)
iii. The Contractor shall bill the Department for all paid claims at the per claim rate set forth in the Financial Proposal
iv. The Claims Processing invoice shall include summary and detail data for all adjudicated claims;
v. The Claims Processing invoice shall include claims processing statistics such as system down-time, processing time, accuracy, for each billing cycle

3.12.2.2.5 Patient Care Services Invoice

i. The Contractor shall submit invoices to the Department monthly for Patient Care Services.
ii. The Contractor shall bill the Department for MTM encounters
iii. The Contractor shall bill the Department for all MTM encounters at the per MTM encounter rate set forth in the Financial Proposal. See Section 3.3.3.15.4.
iv. The Contractor shall submit monthly invoices by 15th of each month for activities performed in the preceding month
v. The Patient Care Services invoice shall include a report with MTM encounter stats the format of which will be approved by the Contract Manager

3.12.2.2.6 POSECMS Ancillary Services Invoicing

i. The Contractor shall submit invoices to the Department monthly for Ancillary Services
ii. The Contractor shall submit monthly invoices by 15th of each month for activities performed in the preceding month
iii. The Contractor shall bill the Department at the rate of 1/60th the total base Contract price for these activities as set forth in the Financial Proposal

3.12.2.2.7 Contract Option Year invoicing shall mirror base year invoicing

3.12.2.2.8 The Contractor shall submit invoices in accordance with the table below:

Invoice	Invoice Type	Frequency	Rate
MMPP Pharmacy Claims Processing	Claims Processing	Monthly (15th)	Paid Claims times Approved Rate

Invoice	Invoice Type	Frequency	Rate
KDP Pharmacy Claims Processing	Claims Processing	Monthly (15th)	Paid Claims times Approved Rate
BCCDT Pharmacy Claims Processing	Claims Processing	Monthly (15th)	Paid Claims times Approved Rate
MADAP Pharmacy Claims Processing	Claims Processing	Monthly (15th)	Paid Claims times Approved Rate
MSOP Pharmacy Claims Processing	Claims Processing	Monthly (15th)	Paid Claims times Approved Rate
Patient Care Services	MTM Encounters	Monthly (15th)	MTM encounters times Approved Rate
Prospective Drug Utilization Review	Ancillary Services	Monthly (15th)	1/60 Total Base Contract
Coordinated Prospective Drug Utilization Review	Ancillary Services	Monthly (15th)	1/60 Total Base Contract
Automated Drug Formulary Service	Ancillary Services	Monthly (15th)	1/60 Total Base Contract
Call Center	Ancillary Services	Monthly (15th)	1/60 Total Base Contract
Quality Management and Compliance Auditing	Ancillary Services	Monthly (15th)	1/60 Total Base Contract
Pharmacy Auditing for MADAP	Ancillary Services	Monthly (15th)	1/60 Total Base Contract
MMPP Manufacturers Drug Rebate Program	Ancillary Services	Monthly (15th)	1/60 Total Base Contract
MADAP Manufacturers Drug Rebate Program	Ancillary Services	Monthly (15th)	1/60 Total Base Contract
BCCDT Manufacturers Drug Rebate Program	Ancillary Services	Monthly (15th)	1/60 Total Base Contract
KDP Manufacturers Drug Rebate Program	Ancillary Services	Monthly (15th)	1/60 Total Base Contract
MSOP Manufacturers Drug Rebate Program	Ancillary Services	Monthly (15th)	1/60 Total Base Contract
E-Prescribing	Ancillary Services	Monthly (15th)	1/60 Total Base Contract

Invoice	Invoice Type	Frequency	Rate
Clinical Support Services	Ancillary Services	Monthly (15th)	1/60 Total Base Contract
Web Portal	Ancillary Services	Monthly (15th)	1/60 Total Base Contract

3.12.2.2.9 The final invoice submitted by the Contractor will be withheld until all Transition Out requirements have been met.

3.13 SOC 2 Type II Audit Report

3.13.1 This section applies to the Contractor and any relevant subcontractor who provides services for the Department's identified critical functions, handles Sensitive Data [see RFP Section 3.4.6(1)], and/or hosts any related implemented system for the State under the Contract. For purposes of this section, "relevant subcontractor" includes any subcontractor that assists the Contractor in the critical functions of the Contract, handles Sensitive Data, and/or assists with any related implemented system, excluding subcontractors that provide secondary services that are not pertinent to assisting the Contractor in the critical functions of the Contract, handling Sensitive Data, and/or assisting with any related implemented system.

3.13.2 The Contractor shall have an annual audit performed, by an independent audit firm of the Contractor's choosing, of the Contractor's and any relevant subcontractor's handling of Sensitive Data and the Department's critical functions, which are identified as Security, Availability and Confidentiality, and shall address all areas relating to Information Technology security and operational processes (see RFP Section 3.4.6.). These services provided by the Contractor and any relevant subcontractor that shall be covered by the audit will collectively be referred to as the "Information Functions and/or Processes." Such audits shall be performed in accordance with audit guidance: Reporting on Controls at a Service Organization Relevant to Security, Availability, Confidentiality as published by the American Institute of Certified Public Accountants (AICPA) and as updated from time to time, or according to the most current audit guidance promulgated by the AICPA or similarly-recognized professional organization, as agreed to by the Department, to assess the security of outsourced client functions or data (collectively, the "Guidance") as follows:

3.13.3 The type of audit to be performed in accordance with the Guidance is a SOC 2 Type 2 Audit (referred to as the "SOC 2 Audit" or "SOC 2 Report"). The initial SOC 2 Audit shall be scheduled and completed within a timeframe to be specified by the Contract Manager. The initial SOC 2 Type 2 Audit shall take place in 2020 for 2019. All subsequent SOC 2 Audits that are arranged after this initial audit shall be performed on annual basis and submitted to the Contract Manager by June 1st for the preceding calendar year.

3.13.4 The SOC 2 Audit shall report on the Contractor's and any relevant subcontractor's system(s) and suitability of the design and operating effectiveness of controls of the Information Functions and/or Processes to meet the requirements of the Contract, including the Security

Requirements identified in Section 3.4, relevant to the following trust principles: Security, Availability, and Confidentiality as defined in the aforementioned Guidance.

3.13.5 The audit scope of each year's SOC 2 Report may need to be adjusted (including the inclusion or omission of the relevant trust services principles of Security, Availability, Confidentiality, Processing Integrity, and/or Privacy) to accommodate any changes to the Contractor's and any relevant subcontractor's environment since the previous SOC 2 Report. Such changes may include but are not limited to the addition of Information Functions and/or Processes through modifications to the Contract, or due to changes in information technology or operational infrastructure implemented by the Contractor and/or subcontractor. The Contractor and any relevant subcontractor shall ensure that the audit scope of each year's SOC 2 Report engagement shall accommodate these changes by including in the SOC 2 Report all appropriate controls related to the current environment supporting the Information Functions and/or Processes, including those controls required by the Contract.

3.13.6 The scope of the SOC 2 Report shall include work performed by any subcontractors that provide essential support to the Contractor for the Information Functions and/or Processes for the services provided to the Department under the Contract. The Contractor shall ensure the audit includes all subcontractors operating in performance of the Contract.

3.13.7 All SOC 2 Audits, including those of the Contractor and any relevant subcontractor, shall be performed at no additional expense to the Department.

3.13.8 The Contractor and all relevant subcontractors shall promptly provide a complete copy of the final SOC 2 Report(s) to the Contract Manager by June 1st.

3.13.9 The Contractor shall provide to the Contract Manager, within 30 calendar days of the issuance of each SOC 2 Report, a documented corrective action plan which addresses each audit finding or exception contained in a SOC 2 Report. The corrective action plan shall identify in detail the remedial action to be taken by the Contractor and/or subcontractor(s) along with the date(s) when each remedial action is to be implemented.

3.13.10 If the Contractor, including any relevant subcontractor, currently has an annual information security assessment performed that includes the operations, systems, and repositories of the Information Functions and/or Processes being provided to the Department under the Contract, and if that assessment generally conforms to the content and objective of the Guidance, the Department will determine in consultation with appropriate State government technology and audit authorities whether the Contractor's and any relevant subcontractor's current information security assessments are acceptable in lieu of the SOC 2 Report(s).

3.13.11 If the Contractor and any relevant subcontractor fails during the Contract term to obtain an annual SOC 2 Report by the date specified in RFP Section 3.13.3, the Department shall have the right to retain an independent audit firm to perform an audit engagement of a SOC 2 Report of the Information Functions and/or Processes utilized or provided by the Contractor and any relevant subcontractor under the Contract. The Contractor and any relevant subcontractor agrees to allow the independent audit firm to access its facility/ies for purposes of conducting this audit engagement(s), and will provide the necessary support and cooperation to the independent audit firm that is required to perform the audit engagement of the SOC 2 Report . The Department will invoice the Contractor for the expense of the SOC 2 Report(s), or deduct the cost from future payments to the Contractor.

4. PROPOSAL FORMAT

4.1 Two-Part Submission

Offerors shall submit Proposals in separate volumes:

a) Volume I – TECHNICAL PROPOSAL
b) Volume II – FINANCIAL PROPOSAL

4.2 Volume I – Technical Proposal

Note: Provide no pricing information in the Technical Proposal (Volume I). Include pricing information only in the Financial Proposal (Volume II).

4.2.1 Format of Technical Proposal

The Technical Proposal will include all items detailed below. In addition to the following instructions, responses in the Offeror's Technical Proposal must reference the RFP's organization and section numbering (ex. "Section 3.2.1 Response"). This proposal organization will allow direct mapping between Offeror responses and RFP requirements by Section number and will aid in the evaluation process.

4.2.2 The Technical Proposal shall include the following documents and information in the order specified as follows. Each section of the Technical Proposal shall be separated by a TAB as detailed below:

4.2.2.1 Title Page and Table of Contents (Submit under TAB A)

The Technical Proposal should begin with a Title Page bearing the name and address of the Offeror and the name and number of this RFP. A Table of Contents shall follow the Title Page for the Technical Proposal, organized by section, subsection, and page number.

4.2.2.2 Claim of Confidentiality (If applicable, submit under TAB A-1)

Any information which is claimed to be confidential is to be noted by reference and included after the Title Page and before the Table of Contents, and if applicable, also in the Offeror's Financial Proposal. The entire Proposal cannot be given a blanket confidentiality designation – any confidentiality designation must apply to specific sections, pages, or portions of pages of the Proposal and an explanation for each claim shall be included (see Section 1.14 "Public Information Act Notice").

4.2.2.3 Transmittal Letter (Submit under TAB B)

A Transmittal Letter shall accompany the Technical Proposal. The purpose of this letter is to transmit the Proposal and acknowledge the receipt of any addenda. The Transmittal Letter should be brief and signed by an individual who is authorized to commit the Offeror to its Proposal and the requirements as stated in this RFP. The Transmittal Letter should include the following:

A. Name and address of the Offeror;

B. Name, title, e-mail address, and telephone number of primary contact for the Offeror;

C. Solicitation Title and Solicitation Number that the Proposal is in response to;

D. Signature, typed name, and title of an individual authorized to commit the Offeror to its Proposal;

E. Federal Employer Identification Number (FEIN) of the Offeror, or if a single individual, that individual's Social Security Number (SSN);

F. Offeror's eMM number;

G. Offeror's MBE certification number (if applicable);

H. Acceptance of all State RFP and Contract terms and conditions (see Section 1.24); if any exceptions are taken, they are to be noted in the Executive Summary (see Section 4.2.2.4); and

I. Acknowledgement of all addenda to this RFP issued before the Proposal due date.

4.2.2.4 Executive Summary (Submit under TAB C)

The Offeror shall condense and highlight the contents of the Technical Proposal in a separate section titled "Executive Summary." The Summary should identify the Service Category (ies) and Region(s) for which the Offeror is proposing to provide products/services (if applicable). The Summary shall also identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract (Attachment A), or any other attachments. Exceptions to terms and conditions may result in having the Proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award.

If the Offeror has taken no exceptions to the requirements of this RFP, the Executive Summary shall so state. Acceptance or rejection of exceptions is within the sole discretion of the State. If there are no assumptions, the Offeror shall so state.

4.2.2.5 Minimum Qualifications Documentation (If applicable, Submit under TAB D)

The Offeror shall submit any Minimum Qualifications documentation that may be required, as set forth in Section 2 "Offeror Minimum Qualifications."

4.2.2.6 Offeror Technical Response to RFP Requirements and Proposed Work Plan (Submit under TAB E)

4.2.2.6.1 The Offeror shall address each Scope of Work requirement (RFP Section 3) in its Technical Proposal and describe how its proposed services, including the services of any proposed subcontractor(s), will meet or exceed the requirement(s). If the State is seeking Offeror agreement to any requirement(s), the Offeror shall state its agreement or disagreement. Any paragraph in the Technical Proposal that responds to a Scope of Work requirement shall include an explanation of how the work will be done. Any exception to a requirement, term, or condition may result in having the Proposal classified as not reasonably susceptible of being selected for award or the Offeror deemed not responsible.

4.2.2.6.2 The Offeror shall provide as part of their proposal a Requirements Functionality Matrix that lists all functional requirements of this RFP and identifies whether the Contractor will meet the requirement through a manual or automated process. If the process is automated, the Contractor shall identify whether the functionality is native to the proposed system, achievable through system configuration, or requires systems development.
Manual Process- those processes that are ultimately completed by human resources. These processes may leverage systems to accomplish the work.

Native Functionality-shall be defined as all functionality inherent to the base system requiring no additional modification or development.
Configurable Functionality-shall be defined as those functions that can be activated through slight manipulation but requiring no development (e.g. drop down values, etc.)
Development-shall be defined as functionality that needs to be developed via code.
See a sample matrix below:

Requirements Functionality Matrix					
Requirement ID	Requirement	Manual Process	Automated Process		
			Native	Configurable	Development
2.3.2.16.7	Clinical Support Staff shall analyze current drugs in the market and offer strategy and methodology used to develop coverage criteria for the Department's approval.	X			
2.3.2.10.71	The System shall apply incentive and professional fees.		X		
2.3.2.10.55	Custom Messages associated with all claims edits shall be a maximum of 175 characters in length			X	
2.3.2.5.1	The Contractor shall implement and maintain an electronic Report Repository, accessible via the Web Portal, where all Implementation and Operations Reports are stored, categorized, and made accessible to Department staff via secure login				X

4.2.2.6.3 The Offeror shall give a definitive section-by-section description of the proposed plan to meet the requirements of the RFP, i.e., a Work Plan. The Work Plan shall include the specific methodology, techniques, and number of staff, if applicable, to be used by the Offeror in providing the required services as outlined in RFP Section 3, Scope of Work. The description shall include an outline of the overall management concepts employed by the Offeror and a project management plan, including project control mechanisms and overall timelines. Project deadlines considered contract deliverables must be recognized in the Work Plan.

4.2.2.6.4 The Offeror shall provide a matrix that links all RFP requirements to the sections of the Offeror's Proposal. Requirements may be linked to several sections of the Proposal. Proposal sections may address multiple requirements.

4.2.2.6.5 The Offeror shall identify the location(s) from which it proposes to provide the services, including, if applicable, any current facilities that it operates, and any required construction to satisfy the State's requirements as outlined in this RFP.

4.2.2.6.6 The Offeror shall provide a draft Problem Escalation Procedure (PEP) that includes, at a minimum, titles of individuals to be contacted by the Department's Contract Manager should problems arise under the Contract and explains how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. Final procedures shall be submitted as indicated in RFP Section 3.7.

4.2.2.6.7 As part of the Proposal, the Offeror shall list associated labor categories and rates for the personnel that would be responsible for implementing system enhancements as defined in Section 3.10.

4.2.2.6.8 As part of the Proposal, the Offeror shall assign estimated page counts to the Deliverables listed in Section 3.9.3. The estimated page counts shall be utilized to ensure that proposed Department's review time of Deliverables is sufficient as shown on the Offeror's proposed Project Schedule.

4.2.2.7 Non-Compete Clause Prohibition:

4.2.2.7.1 The Department seeks to maximize the retention of personnel working under this Contract whenever there is a transition of the Contract from one contractor to another so as to minimize disruption due to a change in contractor and maximize the maintenance of institutional knowledge accumulated by such personnel. To help achieve this objective of staff retention, each Offeror shall agree that if awarded the Contract, the Offeror's employees and agents filling the positions set forth in the staffing requirements of Section 2.3.3 working on the State contract shall be free to work for the contractor awarded the State contract notwithstanding any non-compete clauses to which the employee(s) may be subject. The Offeror agrees not to enforce any non-compete restrictions against the State with regard to these employees and agents if a different vendor succeeds it in the performance of the Contract. To evidence compliance with this non-compete clause prohibition, each Offeror must include an affirmative statement in its technical proposal that the Offeror, if awarded a Contract, agrees that its employees and agents shall not be restricted from working with or for any successor contractor that is awarded the State contract.

4.2.2.8 Experience and Qualifications of Proposed Staff (Submit under TAB F)

The Offeror shall identify the number and types of staff proposed to be utilized under the Contract.

The Offeror shall describe in detail how the proposed staff's experience and qualifications relate to their specific responsibilities, including any staff of proposed subcontractor(s), as detailed in the Work Plan. The Offeror shall include individual resumes for the key personnel, including key personnel for any proposed subcontractor(s), who are to be assigned to the project if the Offeror is awarded the Contract. Each resume should include the amount of experience the individual has had relative to the Scope of Work set forth in this solicitation. Letters of intended commitment to work on the project, including letters from any proposed subcontractor(s), shall be included in this section. **Offerors be aware of restrictions on substitution of key personnel prior to RFP award (see Section 1.23.E Substitution Prior to and Within 30 Days After Contract Execution).**

The Offeror shall provide an Organizational Chart outlining personnel and their related duties. The Offeror shall include job titles and the percentage of time each individual will spend on his/her assigned tasks. Offerors using job titles other than those commonly used by industry standards must provide a crosswalk reference document.

4.2.2.9 Offeror Qualifications and Capabilities (Submit under TAB G)

The Offeror shall include information on past experience with similar projects and/or services. The Offeror shall describe how its organization can meet the requirements of this RFP and shall also include the following information:

A. The number of years the Offeror has provided the similar services;

B. The number of clients/customers and geographic locations that the Offeror currently serves;

C. The names and titles of headquarters or regional management personnel who may be involved with supervising the services to be performed under this Contract;

D. The Offeror's process for resolving billing errors; and

E. An organizational chart that identifies the complete structure of the Offeror including any parent company, headquarters, regional offices, and subsidiaries of the Offeror.

4.2.2.10 References (Submit under TAB H)

At least three (3) references are requested from customers who are capable of documenting the Offeror's ability to provide the products/services specified in this RFP. References used to meet any Offeror Minimum Qualifications (see Section 2) may be used to meet this request. Each reference shall be from a client for whom the Offeror has provided products/services within the past seven (7) years and shall include the following information:

A. Name of client organization;

B. Name, title, telephone number, and e-mail address, if available, of point of contact for client organization; and

C. Value, type, duration, and description of products/services provided.

The Department reserves the right to request additional references or utilize references not provided by an Offeror. Points of contact must be accessible and knowledgeable regarding Offeror performance.

4.2.2.11 List of Current or Prior State Contracts (Submit under TAB I)

Provide a list of all contracts with any entity of the State of Maryland for which the Offeror is currently performing products/services or for which services have been completed within the last five (5) years. For each identified contract, the Offeror is to provide:

A. The State contracting entity;

B. A brief description of the products/services provided;

C. The dollar value of the contract;

D. The term of the contract;

E. The State employee contact person (name, title, telephone number, and, if possible, e-mail address); and

F. Whether the contract was terminated before the end of the term specified in the original contract, including whether any available renewal option was not exercised.

Information obtained regarding the Offeror's level of performance on State contracts will be used by the Procurement Officer to determine the responsibility of the Offeror and considered as part of the experience and past performance evaluation criteria of the RFP.

4.2.2.12 Financial Capability (Submit under TAB J)

An Offeror must include in its Proposal a commonly-accepted method to prove its fiscal integrity. If available, the Offeror shall include Financial Statements, preferably a Profit and Loss (P&L) statement and a Balance Sheet, for the last two (2) years (independently audited preferred).

In addition, the Offeror may supplement its response to this Section by including one or more of the following with its response:

A. Dunn and Bradstreet Rating;

B. Standard and Poor's Rating;

C. Lines of credit;

D. Evidence of a successful financial track record; and

E. Evidence of adequate working capital.

4.2.2.13 Certificate of Insurance (Submit under TAB K)

The Offeror shall provide a copy of its current certificate of insurance showing the types and limits of insurance in effect as of the Proposal submission date. The current insurance types and limits do not have to be the same as described in Section 3.11. See Section 3.11.11 for the required insurance certificate submission for the apparent awardee.

4.2.2.14 Subcontractors (Submit under TAB L)

The Offeror shall provide a complete list of all subcontractors that will work on the Contract if the Offeror receives an award, including those utilized in meeting the MBE and/or VSBE subcontracting goal, if applicable. This list shall include a full description of the duties each subcontractor will perform and why/how each subcontractor was deemed the most qualified for this project. See Section 4.2.2.7 for additional Offeror requirements related to subcontractors.

4.2.2.15 Legal Action Summary (Submit under TAB M)

This summary shall include:

A. A statement as to whether there are any outstanding legal actions or potential claims against the Offeror and a brief description of any action;

B. A brief description of any settled or closed legal actions or claims against the Offeror over the past five (5) years;

C. A description of any judgments against the Offeror within the past five (5) years, including the court, case name, complaint number, and a brief description of the final ruling or determination; and

D. In instances where litigation is on-going and the Offeror has been directed not to disclose information by the court, provide the name of the judge and location of the court.

4.2.2.16 Economic Benefit Factors (Submit under TAB N)

A. The Offeror shall submit with its Proposal a narrative describing benefits that will accrue to the Maryland economy as a direct or indirect result of its performance of this contract. Proposals will be evaluated to assess the benefit to Maryland's economy specifically offered. See COMAR 21.05.03.03A(3).

B. Proposals that identify specific benefits as being contractually enforceable commitments will be rated more favorably than Proposals that do not identify specific benefits as contractual commitments, all other factors being equal.

C. Offerors shall identify any performance guarantees that will be enforceable by the State if the full level of promised benefit is not achieved during the Contract term.

D. As applicable, for the full duration of the Contract, including any renewal period, or until the commitment is satisfied, the Contractor shall provide to the Procurement Officer or other designated agency personnel reports of the actual attainment of each benefit listed in response to this section. These benefit attainment reports shall be provided quarterly, unless elsewhere in these specifications a different reporting frequency is stated.

E. Please note that in responding to this section, the following do not generally constitute economic benefits to be derived from this Contract:

1. generic statements that the State will benefit from the Offeror's superior performance under the Contract;
2. descriptions of the number of Offeror employees located in Maryland other than those that will be performing work under this Contract; or
3. tax revenues from Maryland-based employees or locations, other than those that will be performing, or used to perform, work under this Contract.

F. Discussion of Maryland-based employees or locations may be appropriate if the Offeror makes some projection or guarantee of increased or retained presence based upon being awarded this Contract.

G. Examples of economic benefits to be derived from a contract may include any of the following. For each factor identified below, identify the specific benefit and contractual commitments and provide a breakdown of expenditures in that category:

1. The Contract dollars to be recycled into Maryland's economy in support of the Contract, through the use of Maryland subcontractors, suppliers and joint venture partners. **Do not include actual fees or rates paid to subcontractors or information from your Financial Proposal**;
2. The number and types of jobs for Maryland residents resulting from the Contract. Indicate job classifications, number of employees in each classification and the aggregate payroll to which the Offeror has committed, including contractual commitments at both prime and, if applicable, subcontract levels. If no new positions or subcontracts are anticipated as a result of this Contract, so state explicitly;
3. Tax revenues to be generated for Maryland and its political subdivisions as a result of the Contract. Indicate tax category (sales taxes, payroll taxes, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the Contract;
4. Subcontract dollars committed to Maryland small businesses and MBEs; and
5. Other benefits to the Maryland economy which the Offeror promises will result from awarding the Contract to the Offeror, including contractual commitments. Describe the benefit, its value to the Maryland economy, and how it will result from, or because of the Contract award. Offerors may commit to benefits that are not directly attributable to the Contract, but for which the Contract award may serve as a catalyst or impetus.

4.2.2.17 Additional Required Technical Submissions (Submit under TAB O)

The following documents shall be completed, signed, and included in the Technical Proposal, under TAB O that follows the material submitted in response to Section 4.2.2.

For e-mail submissions, submit one (1) copy of each with original signatures. For paper submissions, submit two (2) copies of each with original signatures. All signatures must be clearly visible.

A. Completed Bid/Proposal Affidavit (Attachment B).

B. Completed MDOT Certified MBE Utilization and Fair Solicitation Affidavit Attachment D-1A).

C. Completed Federal Funds Attachment (Attachment H).

D. Completed Conflict of Interest Affidavit and Disclosure (Attachment I).

E. Completed Location of the Performance of Services Disclosure (Attachment N).

F. Proposal/Bid bond (Attachment T)

G. Labor Classification Personnel Resume Summary (Attachment Q)

4.2.3 Additional Required Submissions (Submit under Tab P)

IMPORTANT! Offerors shall furnish any and all agreements the Offeror expects the State to sign in order to use the Offeror's or Subcontractor(s) services under this Contract. This includes physical copies of all agreements referenced and incorporated in primary documents.

4.2.3.1 Copy of any software licensing agreement for any software proposed to be licensed to the State under this Contract (e.g., EULA, Enterprise License Agreements, Professional Service agreement, Master Agreement),

4.3 Volume II – Financial Proposal

The Financial Proposal shall contain all price information in the format specified in Attachment F. The Offeror shall complete the Price Sheet only as provided in the Price Sheet Instructions and the Price Sheet itself.

4.4 Proposal Packaging

4.4.1 Volume I – Technical Proposal, and Volume II – Financial Proposal shall be sealed separately from one another. It is preferred, but not required, that the name, email address, and telephone number of a contact person for the Offeror be included on the outside of the packaging for each volume. Each Volume shall contain an unbound original, so identified, and eight (8) copies. Unless the resulting package will be too unwieldy, the Department's preference is for the two (2) sealed Volumes to be submitted together in a single package including a label bearing:

(1) RFP title and number,
(2) Name and address of the Offeror, and
(3) Closing date and time for receipt of Proposals

4.4.2 An electronic version (Universal Serial Bus/USB Flash/Thumb Drive) of Volume 1 – Technical Proposal in Microsoft Word format must be enclosed with the original Volume I – Technical Proposal submission. An electronic version (USB Flash Drive) of Volume II – Financial Proposal in Microsoft Word or Microsoft Excel format must be enclosed with the original Volume II – Financial Proposal submission. Each USB Flash Drive must be labeled on the outside with the RFP title and number, name of the Offeror, and volume number. Each USB Flash Drive must be packaged with the original copy of the appropriate Proposal (Technical or Financial). In the event of any discrepancy between the hard copy and electronic versions of an Offeror's Proposal, the State shall determine the controlling version in accordance with the State's interests.

4.4.3 A second electronic version of Volume I and Volume II in searchable Adobe .pdf format shall be submitted on USB Flash Drive for Public Information Act (PIA) requests. This copy shall be redacted so that confidential and/or proprietary information has been removed (see RFP Section 4.8 "Public Information Act Notice").

4.4.4 Beginning with Tab B (see RFP Section 5.4.2.3), all pages of both Proposal volumes shall be consecutively-numbered from beginning (Page 1) to end (Page "x"). The Title Page, Table of Contents, and any Claim of Confidentiality (Tabs A and A-1; see RFP Sections 5.4.2.1 and 5.4.2.2), should be numbered using romanettes (ex. I, ii, iii, iv, v, etc.).

4.4.5 Proposals and any modifications to Proposals will be shown only to State employees, members of the Evaluation Committee, and other persons deemed by the Department to have a legitimate interest in them.

4.5 Proposal Delivery

Offerors may either mail or hand-deliver Proposals.

4.5.1 For U.S. Postal Service deliveries, any Proposal that has been received at the appropriate mailroom, or typical place of mail receipt, for the respective procuring unit by the time and date listed in the RFP will be deemed to be timely. If an Offeror chooses to use the U.S. Postal Service for delivery, the Department recommends that it use Express Mail, Priority Mail, or Certified Mail only as these are the only forms for which both the date and time of receipt can be verified by the Department. It could take several days for an item sent by first class mail to make its way by normal internal mail to the procuring unit and an Offeror using first class mail will not be able to prove a timely delivery at the mailroom.

4.5.2 Hand-delivery includes delivery by commercial carrier acting as agent for the Offeror. For any type of direct (non-mail) delivery, an Offeror is advised to secure a dated, signed, and time-stamped (or otherwise indicated) receipt of delivery.

4.5.3 After receipt, a Register of Proposals will be prepared that identifies each Offeror. The Register of Proposals will be open to inspection only after the Procurement Officer makes a determination recommending the award of the Contract.

4.5.4 The Procurement Officer must receive all Technical and Financial Proposal material by the RFP due date and time specified in the Key Information Summary Sheet. If submitted via e-mail, the date and time of submission is determined by the date and time of arrival in the Procurement Officer's e-mail box. Requests for extension of this date or time will not be

granted. Except as provided in COMAR 21.05.03.02F, Proposals received by the Procurement Officer after the due date will not be considered.

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5. EVALUATION CRITERIA AND PROCEDURE

5.1 Evaluation Committee

Evaluation of Proposals will be performed in accordance with COMAR 21.05.03 by a committee established for that purpose and based on the evaluation criteria set forth below. The Evaluation Committee will review Proposals, participate in Offeror oral presentations and discussions, and provide input to the Procurement Officer. The Department reserves the right to utilize the services of individuals outside of the established Evaluation Committee for advice and assistance, as deemed appropriate.

5.2 Technical Proposal Evaluation Criteria

5.2.1 The criteria to be used to evaluate each Technical Proposal are listed below in descending order of importance. Unless stated otherwise, any sub-criteria within each criterion have equal weight.

5.2.2 Offeror's Technical Response to RFP Requirements and Work Plan (See RFP § 5.4.2.6). The State prefers an Offeror's response to work requirements in the RFP that illustrates a comprehensive understanding of work requirements and mastery of the subject matter, including an explanation of how the work will be done. Proposals which include limited responses to work requirements such as "concur" or "will comply" will receive a lower ranking than those Proposals that demonstrate an understanding of the work requirements and include plans to meet or exceed them.

5.2.3 Experience and Qualifications of Proposed Staff (See RFP § 5.4.2.7)

5.2.4 Offeror's overall performance during the Oral Presentations and demos.

5.2.5 Offeror Qualifications and Capabilities, including proposed Subcontractors (See RFP § 5.4.2.8 – 5.4.2.14)

5.2.6 Economic Benefit to State of Maryland (See RFP § 5.4.2.15)

5.3 Financial Proposal Evaluation Criteria

5.3.1 All Qualified Offerors (see Section 5.5.2.4) will be ranked from the lowest (most advantageous) to the highest (least advantageous) price based on the Total Evaluated Price within the stated guidelines set forth in this RFP and as submitted on Attachment F–- Price Sheet.

5.3.2 For proposals submitted via e-mail, the Department will contact Offerors for the password to access financial proposal data. The Department will only contact those Offerors with proposals that are reasonably susceptible for award. Offerors that are unable to provide a password that opens the financial submission will be deemed not susceptible for award; subsequent submissions of content will not be allowed.

5.4 Reciprocal Preference

5.4.1 Although Maryland law does not authorize procuring agencies to favor resident Offerors in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland contractors. COMAR 21.05.01.04 requires that procuring units apply a reciprocal preference under the following conditions:

5.4.2 The most advantageous offer is from a responsible Offeror whose headquarters, principal base of operations, or principal site that will primarily provide the products/services required under this RFP is in another state.

5.4.3 The other state gives a preference to its resident businesses through law, policy, or practice; and

5.4.4 The preference does not conflict with a Federal law or grant affecting the procurement Contract.

5.4.5 The preference given shall be identical to the preference that the other state, through law, policy, or practice gives to its resident businesses.

5.5 Selection Procedures

5.5.1 General

5.5.1.1 The Contract will be awarded in accordance with the Competitive Sealed Proposals (CSP) method found at COMAR 21.05.03. The CSP method allows for the conducting of discussions and the revision of Proposals during these discussions. Therefore, the State may conduct discussions with all Offerors that have submitted Proposals that are determined to be reasonably susceptible of being selected for contract award or potentially so. However, the State reserves the right to make an award without holding discussions.

5.5.1.2 In either case (i.e., with or without discussions), the State may determine an Offeror to be not responsible and/or an Offeror's Proposal to be not reasonably susceptible of being selected for award at any time after the initial closing date for receipt of Proposals and prior to Contract award. If the State finds an Offeror to be not responsible and/or an Offeror's Technical Proposal to be not reasonably susceptible of being selected for award, that Offeror's Financial Proposal will be returned if the Financial Proposal is unopened at the time of the determination.

5.5.2 Selection Process Sequence

5.5.2.1 A determination is made that the MDOT Certified MBE Utilization and Fair Solicitation Affidavit (Attachment D-1A) is included and is properly completed, if there is a MBE goal. In addition, a determination is made that the Veteran-Owned Small Business Enterprise (VSBE) Utilization Affidavit and Subcontractor Participation Schedule (Attachment M-1) is included and is properly completed, if there is a VSBE goal.

5.5.2.2 Technical Proposals are evaluated for technical merit and ranked. During this review, oral presentations and discussions shall be held. The purpose of such discussions will be to assure a full understanding of the State's requirements and the Offeror's ability to perform the services, as well as to facilitate arrival at a Contract that is most advantageous to the State. Offerors will be contacted by the State as soon as any discussions are scheduled.

5.5.2.3 Offerors must confirm in writing any substantive oral clarifications of, or changes in, their Technical Proposals made in the course of discussions. Any such written clarifications or changes then become part of the Offeror's Technical Proposal. Technical Proposals are given a final review and ranked.

5.5.2.4 The Financial Proposal of each Qualified Offeror (a responsible Offeror determined to have submitted an acceptable Proposal) will be evaluated and ranked separately from the Technical evaluation. After a review of the Financial Proposals of Qualified Offerors, the Evaluation Committee or Procurement Officer may again conduct discussions to further evaluate the Offeror's entire Proposal.

5.5.2.5 When in the best interest of the State, the Procurement Officer may permit Qualified Offerors to revise their initial Proposals and submit, in writing, Best and Final Offers (BAFOs). The State may make an award without issuing a request for a BAFO. **Offerors may only perform limited substitutes of proposed personnel (see Section 1.23.E Substitution Prior to and Within 30 Days After Contract Execution).**

5.5.3 Award Determination

Upon completion of the Technical Proposal and Financial Proposal evaluations and rankings, each Offeror will receive an overall ranking. The Procurement Officer will recommend award of the Contract to the responsible Offeror that submitted the Proposal determined to be the most advantageous to the State. In making this most advantageous Proposal determination, technical factors will receive greater weight than financial factors.

5.6 Documents Required upon Notice of Recommended Award

Upon receipt of notice of recommended award, the following documents shall be completed, signed if applicable with original signatures, and submitted by the recommended awardee within five (5) Business Days, unless noted otherwise. Submit three (3) copies of each of the following documents:

A. Contract (Attachment A),

B. Contract Affidavit (Attachment C),

C. MBE Attachments D-2, D-3A, D-3B, within ten (10) Working Days,

D. MBE Waiver Justification within ten (10) Working Days, usually including Attachment D-1C, if a waiver has been requested,

E. Non-Disclosure Agreement (Attachment J),

F. HIPAA Business Associate Agreement (Attachment K),

G. Evidence of meeting insurance certificate requirements (See Section 3.11.9)

H. Performance Bond (See Section 1.47)

I. Payment Bond (See Section 1.45)

J. PEP (See Section 3.7), within ten (10) Working Days

K. Fully executed Escrow Agreement: NA

RFP ATTACHMENTS

ATTACHMENT A – Contract

This is the sample contract used by the Department. It is provided with the RFP for informational purposes and is not required to be submitted at Proposal submission time. Upon notification of recommended award, a completed contract will be sent to the recommended awardee for signature. The recommended awardee must return to the Procurement Officer three (3) executed copies of the Contract within five (5) Business Days after receipt. Upon mutual Contract execution, a fully-executed copy will be sent to the Contractor.

ATTACHMENT B – Bid/Proposal Affidavit

This Attachment must be completed and submitted with the Technical Proposal.

ATTACHMENT C – Contract Affidavit

This Attachment must be completed and submitted by the recommended awardee to the Procurement Officer within five (5) Business Days of receiving notification of recommended award.

ATTACHMENT D – Minority Business Enterprise Forms

If required (see Section 1.33), these Attachments include the MBE subcontracting goal statement, instructions, and MBE Attachments D1-A through D-5. Attachment D-1A must be properly completed and submitted with the Offeror's Technical Proposal or the Proposal will be deemed non-responsive and rejected. Within 10 Working Days of receiving notification of recommended award, the Offeror must submit Attachments D-2, D-3A, D-3B and, if the Offeror has requested a waiver of the MBE goal, usually Attachment D-1C.

ATTACHMENT E – Pre-Proposal Conference Response Form

It is requested that this form be completed and submitted as described in Section 1.7 by those potential Offerors that plan on attending the Pre-Proposal Conference.

ATTACHMENT F – Financial Proposal Instructions and Price Sheet

The Price Sheet must be completed and submitted with the Financial Proposal.

ATTACHMENT G – Maryland Living Wage Requirements for Service Contracts and Affidavit of Agreement

Attachment G-1 Living Wage Affidavit of Agreement must be completed and submitted with the Technical Proposal.

ATTACHMENT H – Federal Funds Attachment

If required (see Section 1.35), these Attachments must be completed and submitted with the Technical Proposal as instructed in the Attachments.

ATTACHMENT I – Conflict of Interest Affidavit and Disclosure

If required (see Section 1.36), this Attachment must be completed and submitted with the Technical Proposal.

ATTACHMENT J – Non-Disclosure Agreement

If required (see Section 1.37), this Attachment must be completed and submitted within five (5) Business Days of receiving notification of recommended award. However, to expedite processing, it is suggested that this document be completed and submitted with the Technical Proposal.

ATTACHMENT K – HIPAA Business Associate Agreement

If required (Section 1.38), this Attachment is to be completed and submitted within five (5) Business Days of receiving notification of recommended award. However, to expedite processing, it is suggested that this document be completed and submitted with the Technical Proposal.

ATTACHMENT L – Mercury Affidavit

If required (see Section 1.40), this Attachment must be completed and submitted with the Technical Proposal.

ATTACHMENT M – Veteran-Owned Small Business Enterprise Forms

If required (see Section 1.41), these Attachments include the VSBE Attachments M-1 through M-4. Attachment M-1 must be completed and submitted with the Technical Proposal. Attachment M-2 is required to be submitted within ten (10) Business Days of receiving notification of recommended award.

ATTACHMENT N – Location of the Performance of Services Disclosure

If required (see Section 1.42), this Attachment must be completed and submitted with the Technical Proposal.

ATTACHMENT O – Department of Human Resources (DHR) Hiring Agreement

If required (see Section 1.43), this Attachment is to be completed and submitted within five (5) Business Days of receiving notification of recommended award.

ATTACHMENT P – Non-Disclosure Agreement (Offeror)

If required (see Section 1.37), this Attachment is to be completed and submitted prior to viewing any documentation set aside in a reading room in advance of the RFP due date.

ATTACHMENT Q – Labor Classification Personnel Resume Summary

If required, this Attachment is to be completed and submitted with the Technical Proposal.

ATTACHMENT R – Agency Deliverable Product Acceptance Form (DPAF)

See Section 3.9 for Deliverables.

ATTACHMENT S – Sample Work Order

This Attachment is not applicable to this RFP.

ATTACHMENT T – Proposal/Bid Bond

If required (See Section 1.47), this Attachment is to be submitted for providing a Proposal/Bid Bond for this RFP. Submit as instructed in RFP.

ATTACHMENT U – Labor Categories

If required, this Attachment describes labor categories available for use on this Contract.

ATTACHMENT V – MARYLAND PHARMACY PROGRAMS (MPP) ENROLLMENT DATA

ATTACHMENT W – LIST OF CARVE-OUT MEDICATIONS

ATTACHMENT X – COORDINATED PRO-DUR CLAIMS PROCESS FLOWCHART

ATTACHMENT Y – LIST OF MARYLAND MANAGED CARE ORGANIZATIONS

ATTACHMENT Z – CALL CENTER PARTICIPANT STATS

ATTACHMENT AA – CALL CENTER PROVIDER STATS

ATTACHMENT BB – INTERFACE LISTING

ATTACHMENT CC – REPORTS LISTING

ATTACHMENT DD – CONNECT:DIRECT INFORMATION

ATTACHMENT EE – COORDINATED PRO-DUR CLAIMS VOLUME

ATTACHMENT FF – ELECTRONIC CLAIMS MANAGEMENT SYSTEM FLOWCHART

ATTACHMENT GG – DRUG REBATE VOLUME

ATTACHMENT HH – TOTAL CLAIM VOLUME FOR POSECMS FOR MPP

ATTACHMENT II – LABELER CONTACT FILE LAYOUT FOR REBATE

ATTACHMENT JJ – URA REBATE LAYOUT

ATTACHMENT KK – UROA REBATE LAYOUT

ATTACHMENT LL – MECT CHECKLIST

ATTACHMENT MM – PERFORMANCE BOND

ATTACHMENT A - CONTRACT

Maryland Department of Health (MDH)

"Pharmacy Point-of-Sale Electronic Claims Management Services"

OPASS #: 19 17712

THIS CONTRACT (the "Contract") is made this ____ day of _____, 20__ by and between _____ and, on behalf of the STATE OF MARYLAND, the MARYLAND DEPARTMENT OF HEALTH (MDH).

IN CONSIDERATION of the following, the parties agree as follows: Definitions

In this Contract, the following words have the meanings indicated.

1.1. "COMAR" means the Code of Maryland Regulations available on-line at www.dsd.state.md.us

1.2. "Contract" means this contract for Pharmacy Point-of-Sale Electronic Claims Management Services.

1.3. "Contractor" means _____, whose principal business address is: _____.

1.4. "Contract Manager" means the individual identified in Section 1.6 of the Request for Proposals (RFP), or a successor designated by the Department or Agency.

1.5. "Department or Agency" means the Maryland Department of Health (MDH).

1.6. "eMM" means eMaryland Marketplace.

1.7. "Financial Proposal" means the Contractor's financial proposal dated _____.

1.8 "Minority Business Enterprise" (MBE) means an entity meeting the definition at COMAR 21.0 1.02.01B(54), which is certified by the Maryland Department of Transportation under COMAR 21.11.03.

1.9. "Procurement Officer" means the person identified in Section 1.5 of the RFP or a successor designated by the Department or Agency.

1.10. "Proposal" collectively refers to the Technical Proposal and Financial Proposal.

1.11 "RFP" means the Request for Proposals for Pharmacy Point-of-Sale Electronic Claims Management Services, Solicitation # 19 17712 and any amendments thereto issued in writing by the State.

1.12 "Software" means the object code version of computer Programs licensed pursuant to this Contract. Embedded code, firmware, internal code, microcode, and any other term referring to software that is necessary for proper operation is included in this definition of Software. Software includes all prior, current, and future versions of the Software and all maintenance updates and error corrections. "Software" also includes any upgrades, updates, bug fixes or modified versions or backup copies of the Software licensed to the State by Contractor or an authorized distributor

1.13. "State" means the State of Maryland.

1.14. "Technical Proposal" means the Contractor's technical proposal dated____.

1.15. "Veteran-owned Small Business Enterprise" (VSBE) means a business that is verified by the Center for Veterans Enterprise of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.

2. Scope of Contract

2.1. The Contractor shall provide products and services as described in the RFP ***(write out a brief abstract from the statement of work in the RFP)***.

2.2. These products and services shall be provided in accordance with the terms and conditions of this Contract and the following Exhibits, which are attached and incorporated herein by reference. If there are any inconsistencies between this Contract and Exhibits A through C, the terms of this Contract shall control. If there is any conflict among the exhibits, the following order of precedence shall determine the prevailing provision.

Exhibit A – The RFP

Exhibit B – The Contract Affidavit dated _____.

Exhibit C – The Proposal.

3. Period of Performance

3.1. The Contract shall start as of the date of full execution by the parties (the "Effective Date"). From this date, the Contract shall be for a period of <<number of periods in the base term of Contract in the format one (1) >> years beginning <<anticipated Contract start date>> and ending on <<anticipated end date of base term of Contract>>.

3.2. The Contractor shall provide products and services under this Contract as of the date provided in a written Notice to Proceed.

3.3. Audit, confidentiality, document retention, Work Product (see §5.2) retention, warranty and indemnification obligations under this Contract and any other obligations specifically identified shall survive expiration or termination of the Contract.

3.4. In its sole discretion, the Department or Agency shall have the right to exercise an option to extend the Contract for << enter the number of periods >>, <<enter the length of the period>> - <<select either year(s), month(s), or day(s)>> renewal periods. ***If there are no option periods, delete this paragraph in its entirety.***

4. Consideration and Payment

4.1. In consideration of the satisfactory performance of the Contract, the Department or Agency shall promptly process a proper invoice for payment in accordance with the terms of this Contract.

4.2. The total payment for products and services provided under a fixed price contract or the fixed price element of a combined fixed price – time and materials contract, shall be the firm fixed price submitted by the Contractor in its Financial Proposal. For time and materials contracts, or contracts which include both fixed price and time and materials elements, total payments to the Contractor pursuant to this Contract may not exceed $_____ (the "NTE Amount"), which includes $_____ for the base period <<if one or more option periods exist, then include: and $_____ for the option period(s)>>. The Contractor shall notify the Contract Manager, in writing, at least 60 days before time and material obligations are expected to reach the NTE Amount. The Contractor shall have no obligation to perform the time and materials requirements under this Contract after payments reach the NTE Amount. The cessation of the Contractor's obligation to perform under this paragraph 4.2 is expressly conditioned on the following: that prior to the NTE Amount being reached, the Contractor shall: (i) give the notice required under this paragraph 4.2; (ii) promptly consult with the Department or Agency and cooperate in good faith with the Department or Agency to establish a plan of action to assure that every reasonable effort has been undertaken by the Contractor to complete critical work in progress prior to the date the NTE Amount will be reached; and (iii) secure data bases, systems, platforms and/or applications on which the Contractor is working so that no damage or vulnerabilities to any of the same will exist due to the existence of any such unfinished work.

4.3. The Contractor shall submit invoices as required in the RFP. Invoices that contain both fixed price and

time and material items must clearly identify the items to either fixed price or time and material billing. Invoices for third-party software support and maintenance will be paid on monthly basis. Each invoice must include the Contractor's Federal Tax Identification Number: <<enter the Contractor Tax ID number>>. The Contractor's eMM identification number is <<enter the Contractor's eMM ID number>>. Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the Department's receipt of a proper invoice from the Contractor. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices shall be submitted to the Contract Manager. The final payment under this Contract will not be made until after certification is received from the Comptroller of the State that all taxes have been paid

4.4. In addition to any other available remedies, if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer.

5. Patents, Copyrights, Intellectual Property

5.1. If the Contractor furnishes any design, device, material, process, or other item, which is covered by a patent or copyright or which is proprietary to or a trade secret of another, the Contractor shall obtain the necessary permission or license to permit the State to use such item or items.

5.2. Except as provided in Section 5.4 of this Contract, the Contractor agrees that all documents and materials, including but not limited to, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, software, graphics, mechanical, artwork, computations and data prepared by or for the Contractor for purposes of this Contract (Work Product) shall become and remain the sole and exclusive property of the State and shall be available to the Department or Agency at any time. The Department or Agency shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.

5.3. Except as provided in Section 5.4 of this Contract, the Contractor agrees that at all times during the term of this Contract and thereafter, the Work Product shall be "works made for hire" as that term is interpreted under U.S. copyright law and shall be owned by the State. Ownership includes the right to copyright, patent, register and the ability to transfer these rights and all information used to formulate such Work Product. In the event any Work Product is or may not be considered a work made for hire under applicable law, Contractor assigns and transfers to the State the entire right, title and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof. Contractor shall execute all documents and perform such other proper acts as the State may deem necessary to secure for it the rights pursuant to this section.

5.4. Notwithstanding anything to the contrary in this Contract, to the extent (i) the Work Product incorporates any commercial-off-the shelf software (COTS) and/or any Pre-Existing Intellectual Property or (ii) any COTS and/or Pre-Existing Intellectual Property (other than a computer's operating system, supported internet browser, browser accessibility software or hardware if needed by the user, and software required to access a commonly-available data transmission tool or export format) is required to access, install, build, compile or otherwise use the Work Product (such COTS and Pre-Existing Intellectual Property individually and collectively referred to herein as "Third-party Intellectual Property," which shall be the sole property of Contractor or its third-party licensors, as applicable), Contractor hereby grants, on behalf of itself and any third-party licensors, to the State a royalty-free, paid-up, non-exclusive, unrestricted, unconditional, irrevocable, worldwide right and license, with the right to use, execute, reproduce, display, perform, distribute copies of internally, modify and prepare derivative works based upon, such Third-party Intellectual Property as may be necessary for the State to use the Work Product for the purposes for which such Work Product was designed and intended. "Pre-Existing Intellectual Property" means any Program, utility or tool owned by Contractor or its third-party

licensors that was created by Contractor or its third-party licensors independently from its performance of this Contract and not solely using funds from this Contract.

5.5. Subject to the terms of Section 6, Contractor shall defend, indemnify, and hold harmless the State, including, but not limited to, the Agency and its agents, officers, and employees, from and against any and all claims, costs, losses, damages, liabilities, judgments and expenses (including without limitation reasonable attorneys' fees) arising out of or in connection with any claim the Work Product or any Third-party Intellectual Property infringes, misappropriates or otherwise violates any Third-party Intellectual Property rights. Contractor shall not enter into any settlement involving third party claims that contains any admission of or stipulation to any guilt, fault, liability or wrongdoing by the State or that adversely affects the State's rights or interests, without the State's prior written consent, which consent may be withheld in the State's sole and absolute discretion. Contractor shall be entitled to control the defense or settlement of such claim (with counsel reasonably satisfactory to the State), provided that the State will, upon requesting indemnification hereunder: (a) provide reasonable cooperation to Contractor in connection with the defense or settlement of any such claim, at Contractor's expense; and (b) be entitled to participate in the defense of any such claim. Contractor's obligations under this section will not apply to the extent any Third-party Intellectual Property infringes, misappropriates or otherwise violates any third party intellectual rights as a result of modifications made by the State in violation of the license granted to the State pursuant to section 5.4; provided that such infringement, misappropriation or violation would not have occurred absent such modification.

5.6. Without limiting Contractor's obligations under Section 5.5, if all or any part of the Work Product or any Third Party Intellectual Property is held, or Contractor or the State reasonably determines that it could be held, to infringe, misappropriate or otherwise violate any third party intellectual property right, Contractor (after consultation with the State and at no cost to the State): (a) shall procure for the State the right to continue using the item in accordance with its rights under this Contract; (b) replace the item with an item that does not infringe, misappropriate or otherwise violate any third party intellectual property rights and, in the State's sole and absolute determination, complies with the item's specifications, and all rights of use and/or ownership set forth in this Contract; or (c) modify the item so that it no longer infringes, misappropriates or otherwise violates any third party intellectual property right and, in the State's sole and absolute determination, complies with the item's specifications and all rights of use and/or ownership set forth in this Contract.

5.7. Except for any Pre-Existing Intellectual Property and Third-Party Intellectual Property, Contractor shall not acquire any right, title or interest (including any intellectual property rights subsisting therein) in or to any goods, software, technical information, specifications, drawings, records, documentation, data or any other materials (including any derivative works thereof) provided by the State to the Contractor. Notwithstanding anything to the contrary herein, the State may, in its sole and absolute discretion, grant the Contractor a license to such materials, subject to the terms of a separate writing executed by the Contractor and an authorized representative of the State.

5.8. Contractor, on behalf of itself and its subcontractors, hereby agrees not to incorporate, link, distribute or use any Third-party Intellectual Property in such a way that: (a) creates, purports to create or has the potential to create, obligations with respect to any State software (including any deliverable hereunder), including without limitation the distribution or disclosure of any source code; or (b) grants, purports to grant, or has the potential to grant to any third-party any rights to or immunities under any State intellectual property or proprietary rights. Without limiting the generality of the foregoing, neither Contractor nor any of its subcontractors shall incorporate, link, distribute or use, in conjunction with the Work Product, any code or software licensed under the GNU General Public License ("GPL"), Lesser General Public License ("LGPL"), Affero GPL ("AGPL"), European Community Public License ("ECPL"), Mozilla, or any other open source license, in any manner that could cause or could be interpreted or asserted to cause any State software (or any modifications thereto) to become subject to the terms of the GPL, LGPL, AGPL, ECPL, Mozilla or such other open source software.

5.9. Without limiting the generality of the foregoing, neither Contractor nor any of its subcontractors shall

use any software or technology in a manner that will cause any patents, copyrights or other intellectual property which are owned or controlled by the State or any of its affiliates (or for which the State or any of its subcontractors has received license rights) to become subject to any encumbrance or terms and conditions of any third-party or open source license (including, without limitation, any open source license listed on http://www.opensource.org/licenses/alphabetical) (each an "Open Source License"). These restrictions, limitations, exclusions and conditions shall apply even if the State or any of its subcontractors becomes aware of or fails to act in a manner to address any violation or failure to comply therewith. No act by the State or any of its subcontractors that is undertaken under this Contract as to any software or technology shall be construed as intending to cause any patents, copyrights or other intellectual property that are owned or controlled by the State (or for which the State has received license rights) to become subject to any encumbrance or terms and conditions of any Open Source License.

5.10. The Contractor shall report to the Department or Agency, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all Work Product delivered under this Contract.

6. Indemnification

6.1. Contractor shall indemnify, defend, and hold the State, its directors, officers, employees and agents harmless from third-party liability for tangible property damage, bodily injury and death, and for fraud or willful misconduct of Contractor, including all related defense costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties) arising from or relating to the performance of the Contractor or its subcontractors under this Contract.

6.2. The State has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.

6.3. The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.

6.4. The Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from or relating to the Contractor's obligations under the Contract, and will cooperate, assist, and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of or relating to the Contractor's performance under this Contract.

6.5. Section 6 shall survive expiration of this Contract.

7. Limitations of Liability

7.1. Contractor shall be liable for any loss or damage to the State occasioned by the acts or omissions of Contractor, its subcontractors, agents or employees, including but not limited to personal injury; physical loss; or violations of the Patents, Copyrights, Intellectual Property sections of this Contract, as follows:

7.1.1. For infringement of patents, trademarks, trade secrets and copyrights as provided in Section 5 ("Patents, Copyrights, Intellectual Property") of this Contract;

7.1.2. Without limitation for damages for bodily injury (including death) and damage to real property and tangible personal property; and

7.1.3. For all other claims, damages, loss, costs, expenses, suits or actions in any way related to this Contract where liability is not otherwise set forth as being "without limitation," and

regardless of the basis on which the claim is made, Contractor's liability shall not exceed the value of the Contract**.** Third-party claims arising under Section 6 ("Indemnification") of this Contract are included in this limitation of liability only if the State is immune from liability. Contractor's liability for third-party claims arising under Section 6 of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section 6.

7.1.4 In no event shall the existence of a subcontract operate to release or reduce the liability of Contractor hereunder. For purposes of this Contract, Contractor agrees that all Subcontractors shall be held to be agents of Contractor.

8. Prompt Pay Requirements

8.1. If the Contractor withholds payment of an undisputed amount to its subcontractor, the State, at its option and in its sole discretion, may take one or more of the following actions:

(a) Not process further payments to the Contractor until payment to the subcontractor is verified;

(b) Suspend all or some of the Contract work without affecting the completion date(s) for the Contract work;

c) Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due to the Contractor;

(d) Place a payment for an undisputed amount in an interest-bearing escrow account; or

(e) Take other or further actions as appropriate to resolve the withheld payment.

8.2. An "undisputed amount" means an amount owed by the Contractor to a subcontractor for which there is no good faith dispute. Such "undisputed amounts" include (a) retainage which had been withheld and is, by the terms of the agreement between the Contractor and subcontractor, due to be distributed to the subcontractor and (b) an amount withheld because of issues arising out of an agreement or occurrence unrelated to the agreement under which the amount is withheld.

8.3. An act, failure to act, or decision of a Procurement Officer or a representative of the Department or Agency concerning a withheld payment between the Contractor and subcontractor under this Contract, may not:

(a) Affect the rights of the contracting parties under any other provision of law;

(b) Be used as evidence on the merits of a dispute between the Department or Agency and the Contractor in any other proceeding; or

(c) Result in liability against or prejudice the rights of the Department or Agency.

8.4 The remedies enumerated above are in addition to those provided under COMAR 21.11.03.13 with respect to subcontractors that have contracted pursuant to the Minority Business Enterprise Program.

9. Risk of Loss; Transfer of Title

Risk of loss for conforming supplies, equipment and materials specified as deliverables to the State hereunder shall remain with the Contractor until the supplies, equipment, materials and other deliverables are received and accepted by the State. Title of all such deliverables passes to the State upon acceptance by the State, subject to the State's payment for the same in accordance with the terms of this Contract.

10. Source Code Escrow

This is not applicable to this solicitation.

11. Loss of Data

In the event of loss of any State data or records where such loss is due to the intentional act, omission, or negligence of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for recreating such lost data in the manner and on the schedule set by the Contract Manager. The Contractor shall ensure that all data is backed up and is recoverable by the Contractor. In accordance with prevailing federal or state law or regulations, the Contractor shall report the loss of non-public data as directed in Section 16.17.

12. Markings

The Contractor shall not affix (or permit any third party to affix), without the Department's consent, any restrictive markings upon any Work Product and if such markings are affixed, the Department or Agency shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

13. Exclusive Use and Ownership

Contractor shall not use, sell, sub-lease, assign, give, or otherwise transfer to any third party any other information or material provided to Contractor by the Department or Agency or developed by Contractor relating to the Contract, except that Contractor may provide said information to any of its officers, employees and subcontractors who Contractor requires to have said information for fulfillment of 'Contractor's obligations hereunder. Each officer, employee and/or subcontractor to whom any of the Department or Agency's confidential information is to be disclosed shall be advised by Contractor of and bound by the confidentiality and intellectual property terms of this Contract.

14. Confidentiality

Subject to the Maryland Public Information Act and any other applicable laws, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor's computer systems) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents and employees to the extent that such disclosure is necessary for the performance of their duties under this Contract, provided the data may be collected, used, disclosed, stored and disseminated only as provided by and consistent with the law. The provisions of this section shall not apply to information that (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already in the possession of such party; (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information; or (e) which such party is required to disclose by law.

15. Parent Company Guarantee (If Applicable)

[Corporate name of Parent Company] hereby guarantees absolutely the full, prompt and complete performance by "[Contractor]" of all the terms, conditions and obligations contained in this Contract, as it may be amended from time to time, including any and all exhibits that are now or may become incorporated hereunto, and other obligations of every nature and kind that now or may in the future arise out of or in connection with this Contract, including any and all financial commitments, obligations and "liabilities. "[Corporate name of Parent Company]" may not transfer this absolute guaranty to any other person or entity without the prior express written approval of the State, which approval the State may grant, withhold, or qualify in its sole and absolute subjective discretion. "[Corporate name of Parent Company]" further agrees that if the State brings any claim, action, suit or proceeding against "[Contractor]","[Corporate name of Parent Company]" may be named as a party, in its capacity as Absolute Guarantor.

16. General Terms and Conditions

Unless otherwise noted, the General Terms and Conditions are mandatory Contract Terms and cannot and will not be revised.

16.1. Pre-Existing Regulations

In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR 21) in effect on the date of execution of this Contract are applicable to this Contract.

16.2. Maryland Law Prevails

This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland. The Maryland Uniform Computer Information Transactions Act (Commercial Law Article, Title 22 of the Annotated Code of Maryland) does not apply to this Contract, the Software, or any software license acquired hereunder. Any and all references to the Annotated Code of Maryland contained in this Contract shall be construed to refer to such Code sections as from time to time amended.

16.3. Multi-year Contracts contingent upon Appropriations

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State of Maryland from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

16.4. Cost and Price Certification

16.4.1. The Contractor, by submitting cost or price information certifies that, to the best of its knowledge, the information submitted is accurate, complete, and current as of a mutually determined specified date prior to the conclusion of any price discussions or negotiations for:

(1) A negotiated contract, if the total contract price is expected to exceed $100,000, or a smaller amount set by the Procurement Officer; or

(2) A change order or contract modification, expected to exceed $100,000, or a smaller amount set by the Procurement Officer.

16.4.2. The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date agreed upon between the parties, was inaccurate, incomplete, or not current.

16.5. Contract Modifications

The Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the Contract. No other order, statement or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor’s cost of, or the time required for, the performance of any part of the work, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. Pursuant to COMAR 21.10.04, the Contractor must assert in writing its right to an adjustment under this section and shall include a written statement setting

forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under Section 16.8, Disputes. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

16.6. Termination for Default

If the Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State of Maryland shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the termination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

16.7. Termination for Convenience

The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12 (A)(2).

16.8. Disputes

This Contract shall be subject to the provisions of Title 15, Subtitle 2, of the State Finance and Procurement Article of the Annotated Code of Maryland, as from time to time amended, and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision. Unless a lesser period is provided by applicable statute, regulation, or the Contract, the Contractor must file a written notice of claim with the Procurement Officer within 30 days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within 30 days of the filing of a notice of claim, but no later than the date of final payment under the Contract, the Contractor must submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02.

16.9. Living Wage

If a Contractor subject to the Living Wage law fails to submit all records required under COMAR 21.11.10.05 to the Commissioner of Labor and Industry at the Department of Labor, Licensing and Regulation, the Department or Agency may withhold payment of any invoice or retainage. The Department or Agency may require certification from the Commissioner on a quarterly basis that such records were properly submitted.

16.10. Non-Hiring of Employees

No official or employee of the State of Maryland, as defined under State Government Article, §15-102, Annotated Code of Maryland, whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract, shall during the pendency and term of this Contract and while serving as an official or employee of the State become or be an employee of the Contractor or any entity that is a subcontractor on this Contract.

16.11. Nondiscrimination in Employment

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or disability of a qualified person with a disability, sexual orientation, or any otherwise unlawful use of characteristics; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

16.12. Commercial Non-Discrimination

16.12.1. As a condition of entering into this Agreement, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry, national origin, sex, age, marital status, sexual orientation, disability, or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

16.12.2. As a condition of entering into this Agreement, upon the request of the Commission on Civil Rights, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past four (4) years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State‘s Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that are requested by the State. Contractor understands that violation of this clause is a material breach of this Agreement and may result in Contract termination, disqualification by the State from participating in State contracts, and other sanctions.

16.13. Subcontracting and Assignment

The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the prior written approval of the Procurement Officer, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the State, , each at the State’s sole and absolute discretion. Any such subcontract or assignment shall include the terms of this Contract and any other terms and conditions that the State deems necessary to protect its interests. The State shall not be responsible for the fulfillment of the Contractor’s obligations to any subcontractors.

16.14. Minority Business Enterprise Participation

16.14.1. Establishment of Goal and Subgoals.

An overall MBE subcontractor participation goal and subgoals have been established for this procurement as described in section 1.33 of the RFP.

16.14.2. Liquidated Damages

16.14.2.1. This Contract requires the Contractor to make good faith efforts to comply with the MBE Program and Contract provisions. The State and the Contractor acknowledge and agree that the State will incur damages, including but not limited to loss of goodwill, detrimental impact on economic development, and diversion of internal staff resources, if the Contractor does not make good faith efforts to comply with the requirements of the MBE Program and MBE Contract provisions. The parties further acknowledge and agree that the damages the State might reasonably be anticipated to accrue as a result of such lack of compliance are difficult to ascertain with precision.

16.14.2.2. Therefore, upon a determination by the State that the Contractor failed to make good faith efforts to comply with one or more of the specified MBE Program requirements or Contract provisions, the Contractor agrees to pay liquidated damages to the State at the rates set forth below. The Contractor expressly agrees that the State may withhold payment on any invoices as a set-off against liquidated damages owed. The Contractor further agrees that for each specified violation, the agreed upon liquidated damages are reasonably proximate to the loss the State is anticipated to incur as a result of such violation.

i. Failure to submit each monthly payment report in full compliance with COMAR 21.11.03.13B (3): **$35.00** per day until the monthly report is submitted as required.

ii. Failure to include in its agreements with MBE subcontractors a provision requiring submission of payment reports in full compliance with COMAR 21.11.03.13B (4): **$85.00** per MBE subcontractor.

iii. Failure to comply with COMAR 21.11.03.12 in terminating, canceling, or changing the scope of work/value of a contract with an MBE subcontractor and/or amendment of the MBE participation schedule: the difference between the dollar value of the MBE participation commitment on the MBE participation schedule for that specific MBE firm and the dollar value of the work performed by that MBE firm for the contract.

iv. Failure to meet the Contractor's total MBE participation goal and sub goal commitments: the difference between the dollar value of the total MBE participation commitment on the MBE participation schedule and the MBE participation actually achieved.

v. Failure to promptly pay all undisputed amounts to an MBE subcontractor in full compliance with the prompt payment provisions of this Contract: **$100.00** per day until the undisputed amount due to the MBE subcontractor is paid.

Notwithstanding the use of liquidated damages, the State reserves the right to terminate the Contract and exercise all other rights and remedies provided in the Contract or by law.

16.14.3. MBE Prompt Pay Requirements

16.14.3.1. To ensure compliance with certified MBE subcontract participation goals, the Department or Agency may, consistent with COMAR 21.11.03.13, take the following

measures:

A) Verify that the certified MBEs listed in the MBE participation schedule actually are performing work and receiving compensation as set forth in the MBE participation schedule. This verification may include, as appropriate:

(1) Inspecting any relevant records of the Contractor;

(2) Inspecting the jobsite; and

(3) Interviewing subcontractors and workers.

(4) Verification shall include a review of:

(a) The Contractor's monthly report listing unpaid invoices over 30 days old from certified MBE subcontractors and the reason for nonpayment; and

(b) The monthly report of each certified MBE subcontractor, which lists payments received from the Contractor in the preceding 30 days and invoices for which the subcontractor has not been paid.

B) If the Department or Agency determines that the Contractor is not in compliance with certified MBE participation goals, then the Department or Agency will notify the Contractor in writing of its findings, and will require the Contractor to take appropriate corrective action. Corrective action may include, but is not limited to, requiring the Contractor to compensate the MBE for work performed as set forth in the MBE participation schedule.

C) If the Department or Agency determines that the Contractor is in material noncompliance with MBE Contract provisions and refuses or fails to take the corrective action that the Department or Agency requires, then the Department or Agency may:

(1) Terminate the Contract;

(2) Refer the matter to the Office of the Attorney General for appropriate action; or

(3) Initiate any other specific remedy identified by this Contract.

16.14.3.2. Upon completion of the contract, but before final payment or release of retainage or both, the Contractor shall submit a final report, in affidavit form under the penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

16.15. Insurance Requirements

The Contractor shall maintain workers' compensation coverage, and property and casualty insurance as required in the RFP. The minimum limits of such policies must meet any minimum requirements established by law and the limits of insurance required by the RFP, and shall cover losses resulting from or arising out of Contractor action or inaction in the performance of services under the Contract by the Contractor, its agents, servants, employees or subcontractors. Effective no later than the date of execution of the Contract, and continuing for the duration of the Contract term, and any applicable renewal periods, the Contractor shall maintain such insurance coverage and shall report such insurance annually or upon Contract renewal, whichever is earlier, to the Procurement Officer. The Contractor is required to notify the Procurement Officer in writing, if policies are cancelled or not renewed 35 days in advance of such cancellation and/or nonrenewal. Certificates of insurance evidencing this coverage shall be provided within five (5) days of notice of recommended award. All insurance policies shall be issued by a company properly authorized to do business in the

State of Maryland. The State shall be named as an additional named insured on the property and casualty policy and as required in the RFP.

16.16. Veteran Owned Small Business Enterprise Participation

There is no VSBE subcontractor participation goal for this procurement.

16.17. Security Requirements and Incident Response

16.17.1. The Contractor agrees to abide by all applicable federal, State and local laws concerning information security and comply with current State and agency information security policy, currently found at http://doit.maryland.gov/Publications/DoITSecurityPolicy.pdf.

16.17.2. The Contractor agrees to notify the Department or Agency when any Contractor system that may access, process, or store State data or Work Product is subject to unintended access or attack. Unintended access or attack includes compromise by a computer malware, malicious search engine, credential compromise or access by an individual or automated Program due to a failure to secure a system or adhere to established security procedures.

16.17.3. The Contractor further agrees to notify the Department or Agency within twenty-four (24) hours of the discovery of the unintended access or attack by providing notice via written or electronic correspondence to the Contract Manager, Department or Agency chief information officer and Department or Agency chief information security officer.

16.17.4. The Contractor agrees to notify the Department or Agency within two (2) hours if there is a threat ’o Contractor's product as it pertains to the use, disclosure, and security of the Department or Agency's data.

16.17.5. If an unauthorized use or disclosure of any personally identifiable information (PII), protected health information (PHI) or other private/confidential data (collectively “Sensitive Data”) occurs, the Contractor must provide written notice to the Department or Agency within one (1) business day after Contractor's discovery of such use or disclosure and thereafter all information the State (or State Department or Agency) requests concerning such unauthorized use or disclosure.

16.17.6. The Contractor, within one day of discovery, shall report to the Department or Agency any improper or non-authorized use or disclosure of Sensitive Data. Contractor's report shall identify:

(a) the nature of the unauthorized use or disclosure;

(b) the Sensitive Data used or disclosed,

(c) who made the unauthorized use or received the unauthorized disclosure;

(d) what the Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and

(e) what corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.

(f) The Contractor shall provide such other information, including a written report, as reasonably requested by the State.

16.17.7. The Contractor agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of PII or other event requiring notification. In the event of a breach of an’ of the Contractor's security obligations or other event requiring notification under applicable law, the Contractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the State (or State Department or Agency) and its officials and

employees from and against any claims, damages, or other harm related to such security obligation breach or other event requiring the notification.

16.17.8. This Section shall survive expiration or termination of this Contract.

16.18. Suspension of Work

The Procurement Officer unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the State.

16.19. Nonvisual Accessibility Warranty

16.19.1. The Contractor warrants that the information technology to be provided under the Contract.

(a) provides equivalent access for effective use by both visual and non-visual means;

(b) will present information, including prompts used for interactive communications, in formats intended for both visual and non-visual use;

(c) if intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and

(d) is available, whenever possible, without modification for compatibility with software and hardware for non-visual access.

16.19.2. The Contractor further warrants that the cost, if any, of modifying the information technology for compatibility with software and hardware used for non-visual access does not increase the cost of the information technology by more than five percent. For purposes of this "Contract, the phrase "equivalent access" means the ability to receive, use and manipulate information and operate controls necessary to access and use information technology by non-visual means. Examples of equivalent access include keyboard controls used for input and synthesized speech, Braille, or other audible or tactile means used for output.

16.20. Compliance with Laws/Arrearages

The Contractor hereby represents and warrants that:

16.20.1 It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;

16.20.2. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;

16.20.3. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and,

16.20.4. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

16.21. Contingent Fee Prohibition

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or bona fide agent working for the Contractor to solicit or secure this Contract, and that it has not paid or agreed to pay any person, partnership, corporation or other entity, other than a bona fide employee or bona fide agent, any fee or other consideration contingent on the making of this Contract.

16.22. Delays and Extensions of Time

The Contractor agrees to perform this Contract continuously and diligently. No charges or claims for damages shall be made by the Contractor for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

16.23. Financial Disclosure

The Contractor shall comply with the provisions of §13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate $100,000 or more, shall, within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches $100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

16.24. Political Contribution Disclosure

The Contractor shall comply with the provisions of Article 33, Sections 14-101 through 14-108 of the Annotated Code of Maryland, which require that every person that enters into contracts, leases, or other agreements with the State of Maryland, a county or an incorporated municipality or their agencies, during a calendar year under which the person receives in the aggregate $200,000 or more, shall file with the State Board of Elections a statement disclosing contributions in excess of $500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Board of Elections: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

16.25. Retention of Records and Audit

16.25.1. The Contractor shall retain and maintain all records and documents in any way relating to this Contract for three (3) years after close out of this Contract and final payment by the State under this Contract, or any applicable statute of limitations, prevailing federal or State law or regulation, or condition of award, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or t’e Procurement Officer's designee, at all reasonable times. The Contractor shall, upon request by the Department or Agency, surrender all and every copy of documents needed by the State, including, but not limited to itemized billing documentation containing the dates, hours spent and work performed by the Contractor and its subcontractors under the Contract. The Contractor agrees to cooperate fully in any audit conducted by or on behalf of the State, including, by way of example only, making records and employees available as, where, and to the extent requested by the State and by assisting the auditors in reconciling any audit variances. Contractor shall not be compensated for providing any such cooperation and assistance. All records related in any way to the Contract are to be retained for the entire time provided under this section.

16.25.2. This provision shall survive expiration of this Contract.

16.26 Compliance with federal Health Insurance Portability and Accountability Act (HIPAA) and State Confidentiality Law

16.26.1. The Contractor acknowledges its duty to become familiar with and comply, to the extent applicable, with all requirements of the federal Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. § 1320d et seq., and implementing regulations including 45 C.F.R. Parts 160 and 164. The Contractor also agrees to comply with the Maryland Confidentiality of Medical Records Act (MCMRA), Md. Code Ann. Health-General §§ 4-301 et seq. This obligation includes:

(a) As necessary, adhering to the privacy and security requirements for protected health information and medical records under HIPAA and MCMRA and making the transmission of all electronic information compatible with the HIPAA requirements;

(b) Providing training and information to employees regarding confidentiality obligations as to health and financial information and securing acknowledgement of these obligations from employees to be involved in the contract; and

(c) Otherwise providing good information management practices regarding all health information and medical records.

16.26.2. Based on the determination by the Department or Agency that the functions to be performed in accordance with the scope of work set forth in the solicitation constitute business associate functions as defined in HIPAA, the selected Bidder/Offeror shall execute a business associate agreement as required by HIPAA regulations at 45 C.F.R. 164.504 and in the form as required by the Department or Agency.

16.26.3. Protected Health Information as defined in the HIPAA regulations at 45 C.F.R. 160.103 and 164.501, means information transmitted as defined in the regulations, that is individually identifiable; that is created or received by a healthcare provider, health plan, public health authority, employer, life insurer, school or university, or healthcare clearinghouse; and that is related to the past, present, or future physical or mental health or condition of an individual, to the provision of healthcare to an individual, or to the past, present, or future payment for the provision of healthcare to an individual. The definition excludes certain education records as well as employment records held by a covered entity in its role as employer.

17. Administrative Information

17.1. Procurement Officer and Contract Manager

The day-to-day work to be accomplished under this Contract shall be performed under the direction of the Contract Manager and, as appropriate, the Procurement Officer. All matters relating to the interpretation of this Contract shall be referred to the Procurement Officer for determination.

17.2. Notices

All notices hereunder shall be in writing and either delivered personally or sent by certified or registered mail, postage prepaid as follows:

If to the State:

Charles Sandler

201 West Preston Street

Baltimore MD, 21201

Phone Number: (410) 767-1455

E-Mail:Charles.Sandler@maryland.gov

With a copy to:

Queen Davis

Maryland Department of Health (MDH)

201 West Preston Street

Baltimore MD, 21201

Phone Number: (410) 767-5335

E-Mail: Queen.Davis@maryland.gov

Attn: Deputy Director of Procurement

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

CONTRACTOR

_____

By:

_____

Date

STATE OF MARYLAND
Maryland Department of Health (MDH)

_____

By: Dennis R. Schrader, Secretary

Or designee:

_____

_____

Date

Approved for form and legal sufficiency
this ____ da_____
Assistant Attorney General

APPROVED BY BPW: _____ _____
(Date) (BPW Item #)

ATTACHMENT B - BID/PROPOSAL AFFIDAVIT

A. AUTHORITY

I hereby affirm that I, _____ (name of affiant) am the _____(title) and duly authorized representative of _____(name of business entity) and that I possess the legal authority to make this affidavit on behalf of the business for which I am acting.

J. B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned Bidder/Offeror hereby certifies and agrees that the following information is correct: In preparing its Bid/Proposal on this project, the Bidder/Offeror has considered all quotes submitted from qualified, potential subcontractors and suppliers, and has no" engaged in "discrimination" as defined in § 19-103 of the State Finance and Procurement Article of the "Annotated Code of Maryland. "Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendor's, supplier's, or commercial customer's employee" or owners. "Discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the Bid/Proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the Bid/Proposal. As part of its Bid/Proposal, the Bidder/Offeror herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the Bidder/Offeror discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder/Offeror agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES.

The undersigned Bidder/Offeror hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article, § 14-308(a)(2), Annotated Code of Maryland, which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a Bid/Proposal and:

(1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority proposal;

(2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the Bid/Proposal;

(3) Fail to use the certified minority business enterprise in the performance of the contract; or

(4) Pay the certified minority business enterprise solely for the use of its name in the Bid/Proposal.

Without limiting any other provision of the solicitation on this project, it is understood that if the certification is false, such false certification constitutes grounds for the State to reject the Bid/Proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the Bid/Proposal.

B-2. CERTIFICATION REGARDING VETERAN-OWNED SMALL BUSINESS ENTERPRISES.

The undersigned Bidder/Offeror hereby certifies and agrees that it has fully complied with the State veteran-owned small business enterprise law, State Finance and Procurement Article, § 14-605, Annotated Code of Maryland, which provides that a person may not:

(1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;

(2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran–owned small business enterprise in order to obtain or retain a Bid/Proposal preference or a procurement contract;

(3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;

(4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;

(5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.12; or

(6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of § B-2(1)-(5) of this regulation.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, § 6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

_____

_____

_____.

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

(1) Been convicted under state or federal statute of:

(a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or

(b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;

(2) Been convicted of any criminal violation of a state or federal antitrust statute;

(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of Bids/Proposals for a public or private contract;

(4) Been convicted of a violation of the State Minority Business Enterprise Law, § 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(5) Been convicted of a violation of § 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;

(7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of Bids/Proposals for a public or private contract;

(8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract;

(9) Been convicted of a violation of one or more of the following provisions of the Internal Revenue Code:

(a) §7201, Attempt to Evade or Defeat Tax;

(b) §7203, Willful Failure to File Return, Supply Information, or Pay Tax,

(c) §7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information;

(d) §7206, Fraud and False Statements, or

(e) §7207 Fraudulent Returns, Statements, or Other Documents;

(10) Been convicted of a violation of 18 U.S.C. §286 Conspiracy to Defraud the Government with Respect to Claims, 18 U.S.C. §287, False, Fictitious, or Fraudulent Claims, or 18 U.S.C. §371, Conspiracy to Defraud the United States;

(11) Been convicted of a violation of the Tax-General Article, Title 13, Subtitle 7 or Subtitle 10, Annotated Code of Maryland;

(12) Been found to have willfully or knowingly violated State Prevailing Wage Laws as provided in the State Finance and Procurement Article, Title 17, Subtitle 2, Annotated Code of Maryland, if:

(a) A court:

(i) Made the finding; and

(ii) Decision became final; or

(b) The finding was:

(i) Made in a contested case under the Maryland Administrative Procedure act; and

(ii) Not overturned on judicial review;

(13) Been found to have willfully or knowingly violated State Living Wage Laws as provided in the State Finance and Procurement Article, Title 18, Annotated Code of Maryland, if:

(a) A court:

(i) Made the finding; and

(ii) Decision became final; or

(b) The finding was:

(i) Made in a contested case under the Maryland Administrative Procedure act; and

(ii) Not overturned on judicial review;

(14) Been found to have willfully or knowingly violated the Labor and Employment Article, Title 3, Subtitles 3, 4, or 5, or Title 5, Annotated Code of Maryland, if:

(a) A court:

(i) Made the finding; and

(ii) Decision became final; or

(b) The finding was:

(i) Made in a contested case under the Maryland Administrative Procedure act; and

(ii) Not overturned on judicial review; or

(15) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§ B and C and subsections D(1)—(14 above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

_____

_____

_____.

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees' directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any

public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension).

_____

_____

_____.

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

(1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

_____

_____

_____.

G. SUBCONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying Bid/Proposal that is being submitted;

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the Bid/Proposal price of the Bidder/Offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying Bid/Proposal is submitted.

I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury,

the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

(1) The undersigned certifies that, in accordance with State Finance and Procurement Article, §17-705, Annotated Code of Maryland:

(a) It is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland; and

(b) It is not engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland.

2. The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities: _____

L. CONFLICT MINERALS ORIGINATED IN THE DEMOCRATIC REPUBLIC OF CONGO (FOR SUPPLIES AND SERVICES CONTRACTS)

I FURTHER AFFIRM THAT:

The business has complied with the provisions of State Finance and Procurement Article, §14-413, Annotated Code of Maryland governing proper disclosure of certain information regarding conflict minerals originating in the Democratic Republic of Congo or its neighboring counts as required by federal law.

M. I FURTHER AFFIRM THAT:

Any claims of environmental attributes made relating to a product or service included in the bid or proposal are consistent with the Federal Trade Commission's Guides for the Use of Environmental Marketing Claims as provided in 16 CFR §260, that apply to claims about the environmental attributes of a product, package or service in connection with the marketing, offering for sale, or sale of such item or service.

N. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this Bid/Proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of

the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

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

Date: _____

By: _____ (print name of Authorized Representative and Affiant)

_____ (signature of Authorized Representative and Affiant)

ATTACHMENT C - CONTRACT AFFIDAVIT

A. AUTHORITY

I hereby affirm that I, _____ (name of affiant) am the _____(title) and duly authorized representative of _____(name of business entity) and that I possess the legal authority to make this affidavit on behalf of the business for which I am acting.

B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

I FURTHER AFFIRM THAT:

The business named above is a (check applicable box):

(1) Corporation — □ domestic or □ foreign;

(2) Limited Liability Company — □ domestic or □ foreign;

(3) Partnership — □ domestic or □ foreign;

(4) Statutory Trust — □ domestic or □ foreign;

(5) □ Sole Proprietorship.

and is registered or qualified as required under Maryland Law. I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

Name and Department ID Number:_____Address:_____

and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as:

Name and Department ID Number:_____Address_____

C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §13 221, Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate $100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches $100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a contract for a procurement with the State, a county, or a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of $200,000 or more, shall file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of $500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on: (i) February 5, to cover the six (6) month period ending January 31; and (ii) August 5, to cover the six (6) month period ending July 31. Additional information is available on the State Board of Elections website: http://www.elections.state.md.campaign_finance/index.html.

E. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

(1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.

(2) By submission of its Bid/Proposal, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:

(a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;

(b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;

(c) Prohibit its employees from working under the influence of drugs or alcohol;

(d) Not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation Program;

(e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;

(f) Establish drug and alcohol abuse awareness Programs to inform its employees about:

The dangers of drug and alcohol abuse in the workplace;

The business's policy of maintaining a drug and alcohol free workplace;

Any available drug and alcohol counseling, rehabilitation, and employee assistance Programs; and

The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §E(2)(b), above;

(h) Notify its employees in the statement required by §E(2)(b), above, that as a condition of continued employment on the contract, the employee shall:

Abide by the terms of the statement; and

Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

(i) Notify the procurement officer within 10 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

Take appropriate personnel action against an employee, up to and including termination; or

Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation Program; and

(k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §E(2)(a)—(j), above.

(3) If the business is an individual, the individual shall certify and agree as set forth in §E(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

(4) I acknowledge and agree that:

The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;

(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated _____ , 201___ , and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

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

Date: _____

By: _____ (printed name of Authorized Representative and Affiant)

_____ (signature of Authorized Representative and Affiant)

ATTACHMENT D - MINORITY BUSINESS ENTERPRISE FORMS

MBE ATTACHMENT D-1A: MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT & MBE PARTICIPATION SCHEDULE

INSTRUCTIONS

PLEASE READ BEFORE COMPLETING THIS DOCUMENT

This form includes Instructions and the MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule which must be submitted with the bid/proposal. If the Bidder/Offeror fails to accurately complete and submit this Affidavit and Schedule with the bid or proposal as required, the Procurement Officer shall deem the bid non-responsive or shall determine that the proposal is not reasonably susceptible of being selected for award.

1. Contractor shall structure its procedures for the performance of the work required in this Contract to attempt to achieve the minority business enterprise (MBE) subcontractor participation goal stated in the Invitation for Bids or Request for Proposals. Contractor agrees to exercise good faith efforts to carry out the requirements set forth in these Instructions, as authorized by the Code of Maryland Regulations (COMAR) 21.11.03.

2. MBE Goals and Subgoals: Please review the solicitation for information regarding the Contract's MBE overall participation goals and subgoals. After satisfying the requirements for any established subgoals, the Contractor is encouraged to use a diverse group of subcontractors and suppliers from any/all of the various MBE classifications to meet the remainder of the overall MBE participation goal.

3. MBE means a minority business enterprise that is certified by the Maryland Department of Transportation ("MDOT"). Only entities certified by MDOT may be counted for purposes of achieving the MBE participation goals. In order to be counted for purposes of achieving the MBE participation goals, the MBE firm, including a MBE prime, must be MDOT-certified for the services, materials or supplies that it is committed to perform on the MBE Participation Schedule.

4. Please refer to the MDOT MBE Directory at www.mdot.state.md.us to determine if a firm is certified with the appropriate North American Industry Classification System ("NAICS") Code **and** the product/services description (specific product that a firm is certified to provide or specific areas of work that a firm is certified to perform). For more general information about NAICS, please visit www.naics.com. Only those specific products and/or services for which a firm is certified in the MDOT Directory can be used for purposes of achieving the MBE participation goals. **WARNING:** If the firm's NAICS Code is in graduated status, such products/services **may not be counted** for purposes of achieving the MBE participation goals. A NAICS Code is in the graduated status if the term "Graduated" follows the Code in the MDOT MBE Directory.

5. **NOTE: New Guidelines Regarding MBE Prime Self-Performance.** Please note that when a certified MBE firm participates as a prime contractor on a contract, a procurement agency may count the distinct, clearly defined portion of the work of the contract that the certified MBE firm performs with its own forces toward fulfilling up to fifty-percent (50%) of the MBE participation goal (overall) and up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the contract. In order to receive credit for self-performance, an MBE prime must list its firm in Section 4A of the MBE Participation Schedule, including the certification category under which the MBE prime is self-performing and include information regarding the work it will self-

perform. For the remaining portion of the overall goal and the subgoals, the MBE prime must also identify other certified MBE subcontractors (see Section 4B of the MBE Participation Schedule) used to meet those goals or request a waiver. For example, for a construction contract that has a 27% MBE overall participation goal and subgoals of 7% for African American firms and 4% for Asian American firms, subject to Section 4 above and this Section 5, a certified African American MBE prime can self-perform (a) up to 13.5 % of the overall goal and (b) up to 7% of the African American subgoal. The remainder of the overall goal and subgoals would have to be met with other certified MBE firms or a waiver request.

For a services contract with a 30% percent MBE participation goal (overall) and subgoals of 7% for African-American firms, 4% for Asian American firms and 12% for women-owned firms, subject to Sections 4 above and this Section 5, a dually-certified Asian American/Woman MBE prime can self-perform (a) up to 15% of the overall goal and (b) up to four percent (4%) of the Asian American subgoal OR up to twelve percent (12%) of the women subgoal. Because it is dually-certified, the company can be designated as only ONE of the MBE classifications (Asian American or women) but can self-perform up to one hundred percent (100%) of the stated subgoal for the single classification it selects.

6. Subject to the restrictions stated in Section 5 above, when a certified MBE that performs as a Participant in a joint venture, a procurement agency may count a portion of the total dollar value of the contract equal to the distinct, clearly-defined portion of the work of the contract that the certified MBE performs with its own forces toward fulfilling the contract goal, and not more than one of the contract subgoals, if any. For example, if a MBE firm is a joint venture partner and the State determines that it is performing with its own forces 35 percent of the work in the contract, it can use this portion of the work towards fulfilling up to fifty percent (50%) of the overall goal and up to one hundred percent (100%) of one of the stated subgoals, if applicable.

7. As set forth in COMAR 21.11.03.12-1, once the Contract work begins, the work performed by a certified MBE firm, including an MBE prime, can only be counted towards the MBE participation goal(s) if the MBE firm is performing a commercially useful function on the Contract. Please refer to COMAR 21.11.03.12-1 for more information regarding these requirements.

8. If you have any questions as to whether a firm is certified to perform the specific services or provide specific products, please contact MDOT's Office of Minority Business Enterprise at 1-800-544-6056 or via e-mail to mbe@mdot.state.md.us sufficiently prior to the submission due date.

9. Worksheet: The percentage of MBE participation, calculated using the percentage amounts for all of the MBE firms listed on the Participation Schedule MUST at least equal the MBE participation goal **and** subgoals (if applicable) set forth in the solicitation. If a Bidder/Offeror is unable to achieve the MBE participation goal and/or any subgoals (if applicable), the Bidder/Offeror must request a waiver in Item 1 of the MBE Utilization and Fair Solicitation Affidavit (Attachment D-1A) or the bid will be deemed not responsive, or the proposal determined to be not susceptible of being selected for award. You may wish to use the Subgoal summary below to assist in calculating the percentages and confirm that you have met the applicable MBE participation goal and subgoals, if any.

Subgoals (if applicable)

Total African American MBE Participation: _____%

Total Asian American MBE Participation: _____%

Total Hispanic American MBE Participation: _____%

Total Women-Owned MBE Participation: _____%

Overall Goal

Total MBE Participation (include all categories): _____%

MBE ATTACHMENT D-1A: MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT & MBE PARTICIPATION SCHEDULE

This MBE Utilization and Fair Solicitation Affidavit and MBE Participation Schedule must be included with the bid/proposal for any solicitation with an MBE goal greater than 0%. If the Bidder/Offeror fails to accurately complete and submit this Affidavit and Schedule with the bid or proposal as required, the Procurement Officer shall deem the bid non-responsive or shall determine that the proposal is not reasonably susceptible of being selected for award.

In connection with the bid/proposal submitted in response to Solicitation No. 19-17712, I affirm the following:

1. MBE Participation (PLEASE CHECK ONLY ONE

____ I acknowledge and intend to meet the overall certified Minority Business Enterprise (MBE) participation goal of __**17**_ percent and, if specified in the solicitation, the following subgoals (complete for only those subgoals that apply):

Therefore, I am not seeking a waiver pursuant to COMAR 21.11.03.11.

Notwithstanding any subgoals established above, the Contractor is encouraged to use a diverse group of subcontractors and suppliers from any/all of the various MBE classifications to meet the remainder of the overall MBE participation goal.

OR

I conclude that I am unable to achieve the MBE participation goal and/or subgoals. I hereby request a waiver, in whole or in part, of the overall goal and/or subgoals. Within 10 Working days of receiving notice that our firm is the apparent awardee or as requested by the Procurement Officer, I will submit the completed Good Faith Efforts Documentation to Support Waiver Request (Attachment D-1C) and all required waiver documentat in accordance with COMAR 21.11.03.

2. Additional MBE Documentation

I understand that if I am notified that I am the apparent awardee or as requested by the Procurement Officer, I must submit the following documentation within 10 business days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier:

(a) Outreach Efforts Compliance Statement (Attachment D-2);

(b) MBE Subcontractor Project Participation Statement (Attachment D-3);

(c) Any other documentation, including waiver documentation if applicable, required by the Procurement Officer to ascertain Bidder or Offeror responsibility in connection with the certified MBE participation goal and subgoals, if any.

I understand that if I fail to return each completed document within the required time, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.

3. Information Provided to MBE firms

In the solicitation of subcontract quotations or offers, MBE firms were provided not less than the same information and amount of time to respond as were non-MBE firms.

4. MBE Participation Schedule

Set forth below are the (i) certified MBEs I intend to use, (ii) the percentage of the total Contract amount allocated to each MBE for this project and, (iii) the items of work each MBE will provide under the Contract. I have confirmed with the MDOT database that the MBE firms identified below are performing work activities for which they are MDOT certified.

Prime Contractor: (Firm Name, Address, Phone)	Project Description:
Project Number:	

LIST INFORMATION FOR EACH CERTIFIED MBE FIRM YOU AGREE TO USE TO ACHIEVE THE MBE PARTICIPATION GOAL AND SUBGOALS, IF ANY.

MBE PRIMES: PLEASE COMPLETE BOTH SECTIONS A AND B BELOW.

SECTION A: For MBE Prime Contractors ONLY (including MBE Primes in a Joint Venture)

MBE Prime Firm Name:_____ MBE Certification Number: _____ (If dually certified, check only one box.) ☐ African American-Owned ☐ Hispanic American- Owned ☐ Asian American-Owned ☐ Women-Owned ☐ Other MBE Classification	Percentage of total Contract Value to be performed with own forces and counted towards the MBE overall participation goal (up to 50% of the overall goal): _____% Percentage of total Contract Value to be performed with own forces and counted towards the subgoal, if any, for my MBE classification (up to 100% of not more than one subgoal): _____% Description of the Work to be performed with MBE prime's own forces: _____ _____

SECTION B: For all Contractors (including MBE Primes in a Joint Venture)

MBE Prime Firm Name:_______________________ MBE Certification Number: ____________________ (If dually certified, check only one box.) ☐ African American-Owned ☐ Hispanic American- Owned ☐ Asian American-Owned ☐ Women-Owned ☐ Other MBE Classification	Percentage of Total Contract to be performed by this MBE: ________%_________ _________________________________ _________________________________
MBE Prime Firm Name:_______________________ MBE Certification Number: ____________________ (If dually certified, check only one box.) ☐ African American-Owned ☐ Hispanic American- Owned ☐ Asian American-Owned ☐ Women-Owned ☐ Other MBE Classification	Percentage of Total Contract to be performed by this MBE: ________%_________ _________________________________ _________________________________
MBE Prime Firm Name:_______________________ MBE Certification Number: ____________________ (If dually certified, check only one box.) ☐ African American-Owned ☐ Hispanic American- Owned ☐ Asian American-Owned ☐ Women-Owned ☐ Other MBE Classification	Percentage of Total Contract to be performed by this MBE: ________%_________ _________________________________ _________________________________
MBE Prime Firm Name:_______________________ MBE Certification Number: ____________________ (If dually certified, check only one box.) ☐ African American-Owned ☐ Hispanic American- Owned ☐ Asian American-Owned ☐ Women-Owned ☐ Other MBE Classification	Percentage of Total Contract to be performed by this MBE: ________%_________ _________________________________ _________________________________

CONTINUE ON SEPARATE PAGE IF NEEDED

I solemnly affirm under the penalties of perjury that I have reviewed the instructions for the MBE Utilization & Fair Solicitation Affidavit and MBE Schedule and that the information included in the Schedule is true to the best of my knowledge, information and belief.

___________________________ ___________________________

Bidder/Offeror Name Signature of Authorized Representative

(PLEASE PRINT OR TYPE)

___________________________ ___________________________

Address Printed Name and Title

___________________________ ___________________________

City, State and Zip Code Date

SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL

MBE ATTACHMENT D-1B WAIVER GUIDANCE

GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET MBE PARTICIPATION GOALS

In order to show that it has made good faith efforts to meet the Minority Business Enterprise (MBE) participation goal (including any MBE subgoals) on a contract, the Bidder/Offeror must either (1) meet the MBE Goal(s) and document its commitments for participation of MBE Firms, or (2) when it does not meet the MBE Goal(s), document its d Faith Efforts to meet the goal(s).

I. Definitions

MBE Goal(s) – "MBE Goal(s)" refers to the MBE participation goal and MBE participation subgoal(s).

Good Faith Efforts – The "Good Faith Efforts" requirement means that when requesting a waiver, the Bidder/Offeror must demonstrate that it took all necessary and reasonable steps to achieve the MBE Goal(s), which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient MBE participation, even if those steps were not fully successful. Whether a Bidder/Offeror that requests a waiver made adequate good faith efforts will be determined by considering the quality, quantity, and intensity of the different kinds of efforts that the Bidder/Offeror has made. The efforts employed by the Bidder/Offeror should be those that one could reasonably expect a Bidder/Offeror to take if the Bidder/Offeror were actively and aggressively trying to obtain MBE participation sufficient to meet the MBE contract goal and subgoals. Mere *pro forma* efforts are not good faith efforts to meet the MBE contract requirements. The determination concerning the sufficiency of the Bidder's/Offeror's good faith efforts is a judgment call; meeting quantitative formulas is not required.

Identified Firms – "Identified Firms" means a list of the MBEs identified by the procuring agency during the goal setting process and listed in the procurement as available to perform the Identified Items of Work. It also may include additional MBEs identified by the Bidder/Offeror as available to perform the Identified Items of Work, such as MBEs certified or granted an expansion of services after the procurement was issued. If the procurement does not include a list of Identified Firms, this term refers to all of the MBE Firms (if State-funded) the Bidder/Offeror identified as available to perform the Identified Items of Work and should include all appropriately certified firms that are reasonably identifiable.

Identified Items of Work – "Identified Items of Work" means the bid items identified by the procuring agency during the goal setting process and listed in the procurement as possible items of work for performance by MBE Firms. It also may include additional portions of items of work the Bidder/Offeror identified for performance by MBE Firms to increase the likelihood that the MBE Goal(s) will be achieved. If the procurement does not include a list of Identified Items of Work, this term refers to all of the items of work the Bidder/Offeror identified as possible items of work for performance by MBE Firms and should include all reasonably identifiable work opportunities.

MBE Firms – "MBE Firms" refers to a firm certified by the Maryland Department of Transportation ("MDOT") under COMAR 21.11.03. Only MDOT-certified MBE Firms can participate in the State's MBE Program.

II. Types of Actions Agency will Consider

The Bidder/Offeror is responsible for making relevant portions of the work available to MBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available MBE subcontractors and suppliers, so as to facilitate MBE participation. The following is a list of types of actions the procuring agency will consider as part of the Bidder's/Offeror's Good Faith Efforts when the Bidder/Offeror fails to meet the MBE Goal(s). This list is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

A. Identify Bid Items as Work for MBE Firms

1. Identified Items of Work in Procurements

   (a) Certain procurements will include a list of bid items identified during the goal setting process as possible work for performance by MBE Firms. If the procurement provides a list of Identified Items of Work, the Bidder/Offeror shall make all reasonable efforts to solicit quotes from MBE Firms to perform that work.

   (b) Bidders/Offerors may, and are encouraged to, select additional items of work to be performed by MBE Firms to increase the likelihood that the MBE Goal(s) will be achieved.

2. Identified Items of Work by Bidders/Offerors

   (a) When the procurement does not include a list of Identified Items of Work or for additional Identified Items of Work, Bidders/Offerors should reasonably identify sufficient items of work to be performed by MBE Firms.

   (b) Where appropriate, Bidders/Offerors should break out contract work items into economically feasible units to facilitate MBE participation, rather than perform these work items with their own forces. The ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the Bidder/Offeror of the responsibility to make Good Faith Efforts.

B. Identify MBE Firms to Solicit

1. MBE Firms Identified in Procurements

   (a) Certain procurements will include a list of the MBE Firms identified during the goal setting process as available to perform the items of work. If the procurement provides a list of Identified MBE Firms, the Bidder/Offeror shall make all reasonable efforts to solicit those MBE firms.

   (b) Bidders/Offerors may, and are encouraged to, search the MBE Directory to identify additional MBEs who may be available to perform the items of work, such as MBEs certified or granted an expansion of services after the solicitation was issued.

2. MBE Firms Identified by Bidders/Offerors

   (a) When the procurement does not include a list of Identified MBE Firms, Bidders/Offerors should reasonably identify the MBE Firms that are available to perform the Identified Items of Work.

   (b) Any MBE Firms identified as available by the Bidder/Offeror should be certified to perform the Identified Items of Work.

C. Solicit MBEs

1. Solicit all Identified Firms for all Identified Items of Work by providing written notice. The Bidder/Offeror should:

(a) provide the written solicitation at least 10 days prior to bid opening to allow sufficient time for the MBE Firms to respond;

(b) send the written solicitation by first-class mail, facsimile, or e-mail using contact information in the MBE Directory, unless the Bidder/Offeror has a valid basis for using different contact information; and

(c) provide adequate information about the plans, specifications, anticipated time schedule for portions of the work to be performed by the MBE, and other requirements of the contract to assist MBE Firms in responding. (This information may be provided by including hard copies in the written solicitation or by electronic means as described in C.3 below.)

2. "All" Identified Firms includes the MBEs listed in the procurement and any MBE Firms you identify as potentially available to perform the Identified Items of Work, but it does not include MBE Firms who are no longer certified to perform the work as of the date the Bidder/Offeror provides written solicitations.

3. "Electronic Means" includes, for example, information provided via a website or file transfer protocol (FTP) site containing the plans, specifications, and other requirements of the contract. If an interested MBE cannot access the information provided by electronic means, the Bidder/Offeror must make the information available in a manner that is accessible to the interested MBE.

4. Follow up on initial written solicitations by contacting MBEs to determine if they are interested. The follow up contact may be made:

(a) by telephone using the contact information in the MBE Directory, unless the Bidder/Offeror has a valid basis for using different contact information; or

(b) in writing *via* a method that differs from the method used for the initial written solicitation.

5. In addition to the written solicitation set forth in C.1 and the follow up required in C.4, use all other reasonable and available means to solicit the interest of MBE Firms certified to perform the work of the contract. Examples of other means include:

(a) attending any pre-bid meetings at which MBE Firms could be informed of contracting and subcontracting opportunities; and

(b) if recommended by the procurement, advertising with or effectively using the services of at least two minority focused entities or media, including trade associations, minority/women community organizations, minority/women contractors' groups, and local, state, and federal minority/women business assistance offices listed on the MDOT Office of Minority Business Enterprise website.

D. Negotiate With Interested MBE Firms

Bidders/Offerors must negotiate in good faith with interested MBE Firms.

1. Evidence of negotiation includes, without limitation, the following:

(a) the names, addresses, and telephone numbers of MBE Firms that were considered;

(b) a description of the information provided regarding the plans and specifications for the work selected for subcontracting and the means used to provide that information; and

(c) evidence as to why additional agreements could not be reached for MBE Firms to perform the work.

2. A Bidder/Offeror using good business judgment would consider a number of factors in negotiating with subcontractors, including MBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration.

3. The fact that there may be some additional costs involved in finding and using MBE Firms is not in itself sufficient reason for a Bidder's/Offeror's failure to meet the contract MBE goal(s), as long as such costs are reasonable. Factors to take into consideration when determining whether a MBE Firm's quote is excessive or unreasonable include, without limitation, the following:

(a) the dollar difference between the MBE subcontractor's quote and the average of the other subcontractors' quotes received by the Bidder/Offeror;

(b) the percentage difference between the MBE subcontractor's quote and the average of the other subcontractors' quotes received by the Bidder/Offeror;

(c) the percentage that the MBE subcontractor's quote represents of the overall contract amount;

(d) the number of MBE firms that the Bid/Offeror solicited for that portion of the work;

(e) whether the work described in the MBE and Non-MBE subcontractor quotes (or portions thereof) submitted for review is the same or comparable; and

(f) the number of quotes received by the Bidder/Offeror for that portion of the work.

4. The above factors are not intended to be mandatory, exclusive, or exhaustive, and other evidence of an excessive or unreasonable price may be relevant.

5. The Bidder/Offeror may not use its price for self-performing work as a basis for rejecting a MBE Firm's quote as excessive or unreasonable.

6. The "average of the other subcontractors' quotes received" by the Bidder/Offeror refers to the average of the quotes received from all subcontractors. Bidder/Offeror should attempt to receive quotes from at least three subcontractors, including one quote from a MBE and one quote from a Non-MBE.

7. A Bidder/Offeror shall not reject a MBE Firm as unqualified without sound reasons based on a thorough investigation of the firm's capabilities. For each certified MBE that is rejected as unqualified or that placed a subcontract quotation or offer that the Bidder/Offeror concludes is not acceptable, the Bidder/Offeror must provide a written detailed statement listing the reasons for this conclusion. The Bidder/Offeror also must document the steps taken to verify the capabilities of the MBE and Non-MBE Firms quoting similar work.

(a) The factors to take into consideration when assessing the capabilities of a MBE Firm, include, but are not limited to the following: financial capability, physical capacity to perform, available personnel and equipment, existing workload, experience performing the type of work, conduct and performance in previous contracts, and ability to meet reasonable contract requirements.

(b) The MBE Firm's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the efforts to meet the project goal.

E. Assisting Interested MBE Firms

When appropriate under the circumstances, the decision-maker will consider whether the Bidder/Offeror:

1. made reasonable efforts to assist interested MBE Firms in obtaining the bonding, lines of credit, or insurance required by the procuring agency or the Bidder/Offeror; and

2. made reasonable efforts to assist interested MBE Firms in obtaining necessary equipment, supplies, materials, or related assistance or services.

III. Other Considerations

In making a determination of Good Faith Efforts the decision-maker may consider engineering estimates, catalogue prices, general market availability and availability of certified MBE Firms in the area in which the work is to be performed, other bids or offers and subcontract bids or offers substantiating significant variances between certified MBE and Non-MBE costs of participation, and their impact on the overall cost of the contract to the State and any other relevant factors.

The decision-maker may take into account whether a Bidder/Offeror decided to self-perform subcontract work with its own forces, especially where the self-performed work is Identified Items of Work in the procurement. The decision-maker also may take into account the performance of other Bidders/Offerors in meeting the contract. For example, when the apparent successful Bidder/Offeror fails to meet the contract goal, but others meet it, this reasonably raises the question of whether, with additional reasonable efforts, the apparent successful Bidder/Offeror could have met the goal. If the apparent successful Bidder/Offeror fails to meet the goal, but meets or exceeds the average MBE participation obtained by other Bidders/Offerors, this, when viewed in conjunction with other factors, could be evidence of the apparent successful Bidder/Offeror having made Good Faith Efforts.

IV. Documenting Good Faith Efforts

At a minimum, a Bidder/Offeror seeking a waiver of the MBE Goal(s) or a portion thereof must provide written documentation of its Good Faith Efforts, in accordance with COMAR 21.11.03.11, within 10 business days after receiving notice that it is the apparent awardee. written documentation shall include the following:

A. Items of Work (Complete Good Faith Efforts Documentation Attachment D-1C, Part 1)

A detailed statement of the efforts made to select portions of the work proposed to be performed by certified MBE Firms in order to increase the likelihood of achieving the stated MBE Goal(s).

B. Outreach/Solicitation/Negotiation

1. The record of the Bidder's/Offeror's compliance with the outreach efforts prescribed by COMAR 21.11.03.09C(2)(a). **(Complete Outreach Efforts Compliance Statement – Attachment D-2)**.

2. A detailed statement of the efforts made to contact and negotiate with MBE Firms including:

(a) the names, addresses, and telephone numbers of the MBE Firms who were contacted, with the dates and manner of contacts (letter, fax, e-mail, telephone, etc.) **(Complete Good Faith Efforts**

Attachment D-1C- Part 2, and submit letters, fax cover sheets, e-mails, etc. documenting solicitations); and

(b) a description of the information provided to MBE Firms regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed and the means used to provide that information.

C. Rejected MBE Firms (Complete Good Faith Efforts Attachment D-1C, Part 3)

1. For each MBE Firm that the Bidder/Offeror concludes is not acceptable or qualified, a detailed statement of the reasons for the Bidder's/Offeror's conclusion, including the steps taken to verify the capabilities of the MBE and Non-MBE Firms quoting similar work.

2. For each certified MBE Firm that the Bidder/Offeror concludes has provided an excessive or unreasonable price, a detailed statement of the reasons for the Bidder's/Offeror's conclusion, including the quotes received from all MBE and Non-MBE firms bidding on the same or comparable work. **(Include copies of all quotes received.)**

3. A list of MBE Firms contacted but found to be unavailable. This list should be accompanied by a MBE Unavailability Certificate (see Exhibit A to this Part 1) signed by the MBE contractor or a statement from the Bidder/Offeror that the MBE contractor refused to sign the MBE Unavailability Certificate.

D. Other Documentation

1. Submit any other documentation requested by the Procurement Officer to ascertain the Bidder's/Offeror's Good Faith Efforts.

2. Submit any other documentation the Bidder/Offeror believes will help the Procurement Officer ascertain its Good Faith Efforts.

Exhibit A
MBE Subcontractor Unavailability Certificate

1. It is hereby certified that the firm of _____

(Name of Minority firm)

located at _____

(Number) (Street)

_____

(City) (State) (Zip)

was offered an opportunity to bid on Solicitation No. _____

in _____ County by_____

(Name of Prime Contractor's Firm)

****

2. _____ (Minority Firm), is either unavailable for the work/service or unable to prepare a bid for this project for the following reason(s):

_____

_____

_____

_____ _____ _____

Signature of Minority Firm's MBE Representative **Title** **Date**

_____ _____

MDOT Certification # **Telephone #**

****

3. To be completed by the prime contractor if Section 2 of this form is not completed by the minority firm.

To the best of my knowledge and belief, said Certified Minority Business Enterprise is either unavailable for the work/service for this project, is unable to prepare a bid, or did not respond to a request for a price proposal and has not completed the above portion of this submittal.

_____ _____ _____

Signature of Prime Contractor **Title** **Date**

MBE ATTACHMENT D-1C

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST

Page __ of ___

Prime Contractor:	Project Description:
Solicitation Number:	

Parts 1, 2, and 3 must be included with this certificate along with all documents supporting your waiver request.

I affirm that I have reviewed Attachment D-1B, Waiver Guidance. I further affirm under penalties of perjury that the contents of Parts 1, 2, and 3 of this Attachment D-1C Good Faith Efforts Documentation Form are true to the best of my knowledge, information, and belief.

Company Name	Signature of Representative
Address	Printed Name and Title
City, State and Zip Code	Date

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST

Part 1 – Identified items of work Bidder/Offeror made available to MBE firms

Page __ of ___

Prime Contractor:	Project Description:
Solicitation Number:	

Identify those items of work that the Bidder/Offeror made available to MBE Firms. This includes, where appropriate, those items the Bidder/Offeror identified and determined to subdivide into economically feasible units to facilitate the MBE participation. For each item listed, show the anticipated percentage of the total contract amount. It is the Bidder's/Offeror's responsibility to demonstrate that sufficient work to meet the goal was made available to MBE Firms, and the total percentage of the items of work identified for MBE participation equals or exceeds the percentage MBE goal set for the procurement. Note: If the procurement includes a list of bid items identified during the goal setting process as possible items of work for performance by MBE Firms, the Bidder/Offeror should make all of those items of work available to MBE Firms or explain why that item was not made available. If the Bidder/Offeror selects additional items of work to make available to MBE Firms, those additional items should also be included below.

Identified Items of Work	**Was this work listed in the procurement?**	**Does Bidder/ Offeror normally self-perform this work?**	**Was this work made available to MBE Firms? If no, explain why?**
	□ Yes □ No	□ Yes □ No	□ Yes □ No
	□ Yes □ No	□ Yes □ No	□ Yes □ No
	□ Yes □ No	□ Yes □ No	□ Yes □ No
	□ Yes □ No	□ Yes □ No	□ Yes □ No
	□ Yes □ No	□ Yes □ No	□ Yes □ No
	□ Yes □ No	□ Yes □ No	□ Yes □ No
	□ Yes □ No	□ Yes □ No	□ Yes □ No
	□ Yes □ No	□ Yes No	□ Yes □ No

☐ Please check if Additional Sheets are attached.

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST

Part 2 – identified MBE firms and record of solicitations

Page __ of ___

Prime Contractor:	Project Description:
Solicitation Number:	

Identify the MBE Firms solicited to provide quotes for the Identified Items of Work made available for MBE participation. Include the name of the MBE Firm solicited, items of work for which bids/quotes were solicited, date and manner of initial and follow-up solicitations, whether the MBE provided a quote, and whether the MBE is being used to meet the MBE participation goal. MBE Firms used to meet the participation goal must be included on the MBE Participation Schedule. Note: If the procurement includes a list of the MBE Firms identified during the goal setting process as potentially available to perform the items of work, the Bidder/Offeror should solicit all of those MBE Firms or explain why a specific MBE was not solicited. If the Bidder/Offeror identifies additional MBE Firms who may be available to perform Identified Items of Work, those additional MBE Firms should also be included below. Copies of all written solicitations and documentation of follow-up calls to MBE Firms must be attached to this form. This list should be accompanied by a Minority Contractor Unavailability Certificate signed by the MBE contractor or a statement from the Bidder/Offeror that the MBE contractor refused to sign the Minority Contractor Unavailability Certificate (see Exhibit A to MBE Attachment D-1B). If the Bidder/Offeror used a Non-MBE or is self-performing the identified items of work, Part 4 must be completed.

Name of Identified MBE Firm & MBE Classification	**Describe Item of Work Solicited**	**Initial Solicitation Date & Method**	**Follow-up Solicitation Date & Method**	**Details for Follow-up Calls**	**Quote Rec'd**	**Quote Used**	**Reason Quote Rejected**
Firm Name: **MBE Classification (Check only if requesting waiver of MBE subgoal.)** ☐ African American-Owned ☐ Hispanic American-Owned ☐ Asian American-Owned ☐ Women-Owned ☐ Other MBE Classification _____		Date: □ Mail □ Facsimile □ E-mail	Date: □ Phone □ Mail □ Facsimile □ E-mail	Time of Call: Spoke With: □ Left Message	□ Yes □ No	□ Yes □ No	□ Used Other MBE □ Used Non-MBE □ Self-performing
Firm Name: **MBE Classification (Check only if requesting waiver of MBE subgoal.)** ☐ African American-Owned ☐ Hispanic American-Owned ☐ Asian American-Owned ☐ Women-Owned ☐ Other MBE Classification _____		Date: □ Mail □ Facsimile □ E-mail	Date: □ Phone □ Mail □ Facsimile □ E-mail	Time of Call: Spoke With: □ Left Message	□ Yes □ No	□ Yes □ No	□ Used Other MBE □ Used Non-MBE □ Self-performing

☐ Please check if Additional Sheets are attached.

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST

Part 3 – additional information regarding rejected MBE quotes

Page __ of ___

Prime Contractor:	Project Description:
Solicitation Number:	

This form must be completed if Part 1 indicates that a MBE quote was rejected because the Bidder/Offeror is using a Non-MBE or is self-performing the Identified Items of Work. Provide the Identified Items Work, indicate whether the work will be self-performed or performed by a Non-MBE, and if applicable, state the name of the Non-MBE. Also include the names of all MBE and Non-MBE Firms that provided a quote and the amount of each quote.

Describe Identified Items of Work Not Being Performed by MBE (Include spec/ section number from bid)	Self-performing or Using Non-MBE (Provide name)	Amount of Non-MBE Quote	Name of Other Firms who Provided Quotes & Whether MBE or Non-MBE	Amount Quoted	Indicate Reason Why MBE Quote Rejected & Briefly Explain
	□ Self-pe Non-MBE ________________	$_______	________________ □ MBE □ Non-MBE	$_______	□ Price □ Capabilities □ Other
	□ Self-pe Non-MBE ________________	$_______	________________ □ MBE □ Non-MBE	$_______	□ Price □ Capabilities □ Other
	□ Self-pe Non-MBE ________________	$_______	________________ □ MBE □ Non-MBE	$_______	□ Price □ Capabilities □ Other
	□ Self-pe Non-MBE ________________	$_______	________________ □ MBE □ Non-MBE	$_______	□ Price □ Capabilities □ Other
	□ Self-pe Non-MBE ________________	$_______	________________ □ MBE □ Non-MBE	$_______	□ Price □ Capabilities □ Other
	□ Self-pe Non-MBE ________________	$_______	________________ □ MBE □ Non-MBE	$_______	□ Price □ Capabilities □ Other

☐ Please check if Additional Sheets are attached.

MBE ATTACHMENT D- 2

OUTREACH EFFORTS COMPLIANCE STATEMENT

Complete and submit this form within 10 working days of notification of apparent award or actual award, whichever is earlier.

In conjunction with the bid/proposal submitted in response solicitation No._____, I state the following:

1. Bidder/Offeror identified subcontracting opportunities in these specific work categories: _____
_____
_____
_____

2. Attached to this form are copies of written solicitations (with bidding/proposal instructions) used to solicit certified MBE firms for these subcontract opportunities.

3. Bidder/Offeror made the following attempts to personally contact the solicited MDOT-certified MBE firms: _____
_____
_____

4. **Please Check One:**

□ This project does not involve bonding requirements.
□ Bidder/Offeror assisted MDOT-certified MBE firms to fulfill or seek waiver of bonding requirements. (DESCRIBE EFFORTS): _____
_____
_____

5. **Please Check One:**

□ Bidder/Offeror did attend the pre-bid/pre-proposal conference.
□ No pre-bid/pre-proposal meeting/conference was held.
□ Bidder/Offeror did not attend the pre-bid/pre-proposal conference.

_____ _____
Company Name Signature of Representative

_____ _____
Address Printed Name and Title

_____ _____

City, State and Zip Code Date

MBE Attachment D-3A

MBE SUBCONTRACTOR PROJECT PARTICIPATION CERTIFICATION

Please complete and submit one form for each certified MBE firm listed on the MBE Participation schedule (Attachment D-1A) within 10 Working Days of notification of apparent award. If the Bidder/Offeror fails to return this affidavit within the required time, the Procurement Officer may determine that the Bidder/Offeror is not responsible and therefore not eligible for Contract award.

Provided that _____ (Prime Contractor's Name) is awarded the State contract in conjunction with Solicitation No. 19 17712, such Prime Contractor intends to enter into a subcontract with _____(Subcontractor's Name) committing to participation by the MBE firm _____ (MBE Name) with MDOT Certification Number _____ which will receive at least $_____ which equals to___% of the Total Contract Amount for performing the following products/services for the Contract:

NAICS CODE	WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE)	DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES

Each of the Contractor and Subcontractor acknowledges that, for purposes of determining the accuracy of the information provided herein, the Procurement Officer may request additional information, including, without limitation, copies of the subcontract agreements and quotes. Each of the Contractor and Subcontractor solemnly affirms under the penalties of perjury that: (i) the information provided in this MBE Subcontractor Project Participation Affidavit is true to the best of its knowledge, information and belief, and (ii) has fully complied with the State Minority Business Enterprise law, State Finance and Procurement Article §14-308(a)(2), Annotated Code of Maryland which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a Bid/Proposal and:

(1) fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified Minority Business Enterprise in its Bid/Proposal;

(2) fail to notify the certified Minority Business Enterprise before execution of the Contract of its inclusion of the Bid/Proposal;

(3) fail to use the certified Minority Business Enterprise in the performance of the Contract; or

(4) pay the certified Minority Business Enterprise solely for the use of its name in the Bid/Proposal.

PRIME CONTRACTOR	SUBCONTRACTOR
Signature of Representative: _____ Printed Name and Title: _____ Firm's Name: _____ Federal Identification Number: _____ Address: _____ _____ Telephone: _____ Date: _____	Signature of Representative: _____ Printed Name and Title: _____ Firm's Name: _____ Federal Identification Number: _____ Address: _____ _____ Telephone: _____ Date: _____

MBE Attachment D-3B

MBE PRIME PROJECT PARTICIPATION CERTIFICATION

PLEASE COMPLETE AND SUBMIT THIS FORM TO ATTEST EACH SPECIFIC ITEM OF WORK THAT YOUR MBE FIRM HAS LISTED ON THE MBE PARTICIPATION SCHEDULE (ATTACHMENT D-1A) FOR PURPOSES OF MEETING THE MBE PARTICIPATION GOALS. THIS FORM MUST BE SUBMITTED WITHIN 10 WORKING DAYS OF NOTIFICATION OF APPARENT AWARD. IF THE BIDDER/OFFEROR FAILS TO RETURN THIS AFFIDAVIT WITHIN THE REQUIRED TIME, THE PROCUREMENT OFFICER MAY DETERMINE THAT THE BIDDER/OFFEROR IS NOT RESPONSIBLE AND THEREFORE NOT ELIGIBLE FOR CONTRACT AWARD.

Provided that _____ (Prime Contractor's Name) with Certification Number _____ is awarded the State contract in conjunction with Solicitation No. 19-17712 such MBE Prime Contractor intends to perform with its own forces at least $_____ which equals to___% of the Total Contract Amount for performing the following products/services for the Contract:

NAICS CODE	WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE) For Construction Projects, General Conditions must be listed separately.	DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES	VALUE OF THE WORK

MBE PRIME CONTRACTOR

Signature of Representative:

_____

Printed Name and Title:

_____

Firm's Name:

_____

Federal Identification Number:

_____

Address:

_____

_____

Telephone:

_____

Date:

MBE ATTACHMENT D-4 A MBE Prime Contractor Paid/Unpaid MBE Invoice Report

Maryland Department of Health
Minority Business Enterprise Participation

Prime Contractor Paid/Unpaid MBE Invoice Report

Report #: _____ Reporting Period (Month/Year): ___–_____ **Report is due to the MBE Officer by the 10th of the month following the month the services were provided.** **Note: Please number reports in sequence**	Contract #: _____ Contracting Unit: _____ Contract Amount: _____ MBE Subcontract Amt: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____

Prime Contractor:		Contact Person:	
Address:			
City:		State:	ZIP:
Phone:	FAX: E-mail:		
MBE Subcontractor Name:		Contact Person:	
Phone:	FAX:		
Subcontractor Services Provided:			

List all payments made to MBE subcontractor named above during this reporting period:	List dates and amounts of any outstanding invoices:
Invoice# Amount 1. 2. 3. 4. Total Dollars Paid: $_____	Invoice # Amount 1. 2. 3. 4. Total Dollars Unpaid: $_____

****If more than one MBE subcontractor is used for this contract, you must use separate D-4A forms.**
Information regarding payments that the MBE prime will use for purposes of meeting the MBE participation goals must be reported separately in Attachment D-4B.
****Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):**

_____Contract Manager
_____Contracting Unit
(Department or Agency)
_____
_____ mailto:

Signature:_____ Date:_____

(Required)

This form must be completed monthly by MBE subcontractor

Sample MBE D-5 Subcontractor Paid/Unpaid MBE Invoice Report

Minority Business Enterprise Participation

Subcontractor Paid/Unpaid MBE Invoice Report

Report#: ____ Reporting Period (Month/Year): _____ **Report is due by the 10th of the month following the month the services were performed.**	Contract # Contracting Unit: MBE Subcontract Amount: Project Begin Date: Project End Date: Services Provided:

MBE Subcontractor Name:		
MDOT Certification #:		
Contact Person:	E-mail:	
Address:		
City:	State:	ZIP:
Phone:	FAX:	
Subcontractor Services Provided:		

List all payments received from Prime Contractor during reporting period indicated above. Invoice Amount Date 1. 2. 3. 4. Total Dollars Paid: $_____	List dates and amounts of any unpaid invoices over 30 days old. Invoice Amount Date 1. 2. 3. 4. Total Dollars Unpaid: $_____
Prime Contractor:	Contact Person:
**Return one copy of this form to the following address (electronic copy with signature & date is preferred):	
_____Contract Manager _____Contracting Unit (Department or Agency) _____ _____ mailto:	

Signature:_____ Date:_____
(Required)

MBE Attachment D-4B MBE Prime Contractor Report

Maryland Department of Health
Minority Business Enterprise Participation

MBE Prime Contractor Report

MBE Prime Contractor: Certification Number: Report #: _____ Reporting Period (Month/Year): ___–_____ **Report is due to the MBE Officer by the 10th of the month following the month the services were provided.** **Note: Please number reports in sequence**	Contract #: _____ Contracting Unit: _____ Contract Amount: _____ Total Value of the Work to the Self-Performed for purposes of Meeting the MBE participation goal/subgoals: _____ Project Begin Date: _____ Project End Date: _____

Contact Person:		
Address:		
City:	State:	ZIP:
Phone:	Fax:	E-mail:

INVOICE NUMBER	VALUE OF THE WORK	NAICS CODE	DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES

Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):

Signature:_____ Date:_____

_____Contract Manager
_____Contracting Unit
(Department or Agency)
_____
_____
_____
_____ mailto:

Signature:_____ Date:_____

(Required)

This form must be completed monthly by MBE subcontractor

MBE D-5 Subcontractor Paid/Unpaid MBE Invoice Report

Minority Business Enterprise Participation

Subcontractor Paid/Unpaid MBE Invoice Report

Report#: ____ Reporting Period (Month/Year): _____ **Report is due by the 10th of the month following the month the services were performed.**	Contract # Contracting Unit: MBE Subcontract Amount: Project Begin Date: Project End Date: Services Provided:

MBE Subcontractor Name:		
MDOT Certification #:		
Contact Person:	E-mail:	
Address:		
City:	State:	ZIP:
Phone:	FAX:	
Subcontractor Services Provided:		

List all payments received from Prime Contractor during reporting period indicated above. Invoice Amount Date 1. 2. 3. 4. Total Dollars Paid: $_____	List dates and amounts of any unpaid invoices over 30 days old. Invoice Amount Date 1. 2. 3. 4. Total Dollars Unpaid: $_____
Prime Contractor:	Contact Person:
**Return one copy of this form to the following address (electronic copy with signature & date is preferred):	
_____Contract Manager _____Contracting Unit (Department or Agency) _____ _____ mailto:	

Signature:_____ Date:_____
(Required)

ATTACHMENT E - PRE-PROPOSAL CONFERENCE RESPONSE FORM

Solicitation Number: MDH/OPASS 19-17712

Pharmacy Point-of-Sale Electronic Claims Management Services

A Pre-proposal conference will be held at **1:00 PM, on November 7, 2017 at 300 W. Preston Street, Auditorium, Baltimore, MD 21201**. Please return this form by November 5, 2017, advising whether or not you plan to attend.

Return this form to the Procurement Officer via fax:

Queen Davis

Fax #: 410-333-5958

Please indicate:

_____Yes, the following representatives will be in attendance:

1.

2.

3.

_____No, we will not be in attendance.

Please specify whether any reasonable accommodations are

_____

Name of Firm (please print)

ATTACHMENT F - FINANCIAL PROPOSAL PRICING INSTRUCTIONS

In order to assist Offerors in the preparation of their Financial Proposal and to comply with the requirements of this solicitation, Price Sheet Instructions and a Price Sheet have been prepared. Offerors shall submit their Financial Proposal on the Price Sheet in accordance with the instructions on the Price Sheet and as specified herein. Do not alter the Price Sheet or the Proposal may be determined to be not reasonably susceptible of being selected for award. The Price Sheet is to be signed and dated, where requested, by an individual who is authorized to bind the Offeror to the prices entered on the Price Sheet.

The Price Sheet is used to calculate the Offeror's TOTAL EVALUATED PRICE. Follow these instructions carefully when completing your Price Sheet:

A) All Unit and Extended Prices must be clearly entered in dollars and cents, e.g., $24.15. Make your decimal points clear and distinct.

B) All Unit Prices must be the actual price per unit the State will pay for the specific item or service identified in this RFP and may not be contingent on any other factor or condition in any manner.

C) All calculations shall be rounded to the nearest cent, i.e., .344 shall be .34 and .345 shall be .35.

D) Any goods or services required through this RFP and proposed by the vendor at No Cost to the State must be clearly entered in the Unit Price, if appropriate, and Extended Price with $0.00.

E) Every blank in every Price Sheet shall be filled in. Any changes or corrections made to the Price Sheet by the Offeror prior to submission shall be initialed and dated.

F) Except as instructed on the Price Sheet, nothing shall be entered on or attached to the Price Sheet that alters or proposes conditions or contingencies on the prices. Alterations and/or conditions may render the Proposal not reasonably susceptible of being selected for award.

G) It is imperative that the prices included on the Price Sheet have been entered correctly and calculated accurately by the Offeror and that the respective total prices agree with the entries on the Price Sheet. Any incorrect entries or inaccurate calculations by the Offeror will be treated as provided in COMAR 21.05.03.03E and 21.05.02.12, and may cause the Proposal to be rejected.

H) If option years are included, Offerors must submit pricing for each option year. Any option to renew will be exercised at the sole discretion of the State and will comply with all terms and conditions in force at the time the option is exercised. If exercised, the option period shall be for a period identified in the RFP at the prices entered in the Price Sheet.

I) All Financial Proposal prices entered below are to be fully loaded prices that include all costs/expenses associated with the provision of services as required by the RFP. The Financial Proposal price shall include, but is not limited to: all labor, profit/overhead, general operating, administrative, and all other expenses and costs necessary to perform the work set forth in the solicitation. No other amounts will be paid to the Contractor. If labor rates are requested, those amounts shall be fully-loaded rates; no overtime amounts will be paid.

J) Unless indicated elsewhere in the RFP, sample amounts used for calculations on the Price Sheet are typically estimates for evaluation purposes only. Unless stated otherwise in the RFP, the Department or Agency does not guarantee a minimum or maximum number of units or usage in the performance of this Contract.

K) Failure to adhere to any of these instructions may result in the Proposal being determined not reasonably susceptible of being selected for award.

ATTACHMENT F-1 - PRICE SHEET

The Financial Proposal Form shall contain all price information in the format specified on these pages. Complete the Financial Proposal Form only as provided in the Financial Proposal Instructions. Do not amend, alter or leave blank any items on the Financial Proposal Form. If option years are included, Offerors must submit pricing for each option year. Failure to adhere to any of these instructions may result in the Proposal being determined not reasonably susceptible of being selected for award.

For 6 month implementation and 5 year Base Contract Period use the following Financial Proposal Form:

Description of work	Total Estimated Quantity	Fixed unit Price/Hourly Rate	Proposed Price
Implementation Period six (6) months (Fixed Price)			
Implementation Period	**NA**	**NA**	**$**
Base Contract Term five (5) years (Fixed Price)			
Point of Sale Claim Processing	**30,000,000 of Paid Claims**	**$**	**$**
Prospective Drug Utilization Review	**NA**	**NA**	**$**
Coordinated Prospective Drug Utilization Review	**NA**	**NA**	**$**
Automated Drug Formulary Service	**NA**	**NA**	**$**
Call Center	**NA**	**NA**	**$**
Quality Management and Compliance Auditing	**NA**	**NA**	**$**
Pharmacy Audit for MADAP	**NA**	**NA**	**$**
MMPP Manufacturers Drug Rebate Program	**NA**	**NA**	**$**
MADAP Manufacturers Rebate Program	**NA**	**NA**	**$**
BCCDT Manufacturers Rebate Program	**NA**	**NA**	**$**
KDP Manufacturers Rebate Program	**NA**	**NA**	**$**
MSOP Manufacturers Rebate Program	**NA**	**NA**	**$**
E-Prescribing	**NA**	**NA**	**$**
Patient Care Services	**5000**	**$**	**$**
Clinical Support Services	**NA**	**NA**	**$**

Description of work	Total Estimated Quantity	Fixed unit Price/Hourly Rate	Proposed Price
Web Portal	**NA**	**NA**	**$**
Total Base Contract Price for Fixed Price Services including Transition Period	**NA**	**NA**	**$**

Description of work	Total Estimated Hours	Hourly Rate	Proposed Price
Optional Services (Time and Materials)			
Clinical Pharmacists	**20800 hrs**	**$**	**$**
Certified Pharmacy Technician	**20800 hrs**	**$**	**$**
Call Center Representative	**10400 hrs**	**$**	**$**
CMC/Lock-In Data Entry	**10400 hrs**	**$**	**$**
System Enhancements	**50000 hrs**	**NA**	**$**
Total Base Contract Price for Time and Materials services	**NA**	**NA**	**$**

For the first of the 2 year options use the following Financial Proposal Form

Description of work	Total Estimated Quantity	Fixed unit Price/Hourly Rate	Proposed Price
First two (2) year option (Fixed Price)			
Point of Sale Claim Processing	**15,000,000 of Paid Claims**	**$**	**$**
Prospective Drug Utilization Review	**NA**	**NA**	**$**
Coordinated Prospective Drug Utilization Review	**NA**	**NA**	**$**
Automated Drug Formulary Service	**NA**	**NA**	**$**
Call Center	**NA**	**NA**	**$**
Compliance and Auditing for FFS	**NA**	**NA**	**$**

Description of work	Total Estimated Quantity	Fixed unit Price/Hourly Rate	Proposed Price
Compliance and Auditing for MADAP	**NA**	**NA**	**$**
Manufacturers Drug Rebate Program for FFS, MCO and SOP	**NA**	**NA**	**$**
MADAP Manufacturers Rebate Program	**NA**	**NA**	**$**
BCCDT Manufacturers Rebate Program	**NA**	**NA**	**$**
KDP Manufacturers Rebate Program	**NA**	**NA**	**$**
MSOP Manufacturers Rebate Program	**NA**	**NA**	**$**
E-Prescribing	**NA**	**NA**	**$**
Patient Care Services	**2000**	**$**	**$**
Clinical Support Services	**NA**	**NA**	**$**
Total Price for First Option Period Fixed Price Services	**NA**	**NA**	**$**

Description of work	Total Estimated Hours	Hourly Rate	Proposed Price
Optional Services (Time and Materials)			
Clinical Pharmacists	**8320 hrs**	**$**	**$**
Certified Pharmacy Technician	**8320 hrs**	**$**	**$**
Call Center Representative	**4160 hrs**	**$**	**$**
CMC/Lock-In Data Entry	**4160 hrs**	**$**	**$**
System Enhancements	**20000 hrs**	**NA**	**$**
Total Price for First Option Period Time and Materials Services	**NA**	**NA**	**$**

For the second of the 2 year options use the following Financial Proposal Form

Description of work	Total Estimated Quantity	Fixed unit Price/Hourly Rate	Proposed Price
Second two (2) year option (Fixed Price)			
Point of Sale Claim Processing	**16,500,000 of Paid Claims**	**$**	**$**
Prospective Drug Utilization Review	**NA**	**NA**	**$**
Coordinated Prospective Drug Utilization Review	**NA**	**NA**	**$**
Automated Drug Formulary Service	**NA**	**NA**	**$**
Call Center	**NA**	**NA**	**$**
Compliance and Auditing for FFS	**NA**	**NA**	**$**
Compliance and Auditing for MADAP	**NA**	**NA**	**$**
Manufacturers Drug Rebate Program for FFS, MCO and SOP	**NA**	**NA**	**$**
MADAP Manufacturers Rebate Program	**NA**	**NA**	**$**
BCCDT Manufacturers Rebate Program	**NA**	**NA**	**$**
KDP Manufacturers Rebate Program	**NA**	**NA**	**$**
MSOP Manufacturers Rebate Program	**NA**	**NA**	**$**
E-Prescribing99999	**NA**	**NA**	**$**
Patient Care Services	**2000**	**$**	**$**
Clinical Support Services	**NA**	**NA**	**$**
Total Price for Second Option Period Fixed Price Services	**NA**	**NA**	**$**

Description of work	Total Estimated Quantity	Fixed unit Price/Hourly Rate	Proposed Price
Description of work	**Total Estimated Hours**	**Hourly Rate**	**Proposed Price**
Optional Services (Time and Materials)			
Clinical Pharmacists	**8320 hrs**	**$**	**$**
Certified Pharmacy Technician	**8320 hrs**	**$**	**$**
Call Center Representative	**4160 hrs**	**$**	**$**
CMC/Lock-In Data Entry	**4160 hrs**	**$**	**$**
System Enhancements	**20000 hrs**	**NA**	**$**
Total Price for Second Option Period Time and Materials Services	**NA**	**NA**	**$**

Price Sheet Summary

Description of work	Total Estimated Quantity	Fixed unit Price/Hourly Rate	Proposed Price
Base Contract			
Total Base Contract Price for Fixed Price Services including Transition Period	**NA**	**NA**	**$**
Total Base Contract Price for Time and Materials services	**NA**	**NA**	**$**
First Option Period			
Total Price for First Option Period Fixed Price Services	**NA**	**NA**	**$**
Total Price for First Option Period Time and Materials Services	**NA**	**NA**	**$**
Second Option Period			
Total Price for Second Option Period Fixed Price Services	**NA**	**NA**	**$**
Total Price for Second Option Period Time and Materials Services	**NA**	**NA**	**$**
Total Contract with Option Periods			
Total Price	**NA**	**NA**	**$**

Submitted By:

Authorized Signature: _____ Date: _____

Printed Name and Title:

_____

Offeror Name :

_____

Offeror Address:

_____

Location(s) from which services will be performed (City/State):

_____

FEIN: _____ eMM # _____

Contact Information of Above Authorized Signatory: Telephone: (____) ____-- _____
Fax: (____) ____--_____

E-mail: _____

ATTACHMENT G - LIVING WAGE REQUIREMENTS FOR SERVICE CONTRACTS

Living Wage Requirements for Service Contracts

A. This contract is subject to the Living Wage requirements under Md. Code Ann., State Finance and Procurement Article, Title 18, and the regulations proposed by the Commissioner of Labor and Industry (Commissioner). The Living Wage generally applies to a Contractor or Subcontractor who performs work on a State contract for services that is valued at $100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee's time during any work week on the State Contract.

B. The Living Wage Law does not apply to:

(1) A Contractor who:

(a) Has a State contract for services valued at less than $100,000, or

(b) Employs 10 or fewer employees and has a State contract for services valued at less than $500,000.

(2) A Subcontractor who:

(a) Performs work on a State contract for services valued at less than $100,000,

(b) Employs 10 or fewer employees and performs work on a State contract for services valued at less than $500,000, or

(c) Performs work for a Contractor not covered by the Living Wage Law as defined in B(1)(b) above, or B(3) or C below.

(3) Service contracts for the following:

(a) Services with a Public Service Company;

(b) Services with a nonprofit organization;

(c) Services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement ("Unit"); or

(d) Services between a Unit and a County or Baltimore City.

C. If the Unit responsible for the State contract for services determines that application of the Living Wage would conflict with any applicable Federal Program, the Living Wage does not apply to the contract or Program.

D. A Contractor must not split or subdivide a State contract for services, pay an employee through a third party, or treat an employee as an independent Contractor or assign work to employees to avoid the imposition of any of the requirements of Md. Code Ann., State Finance and Procurement Article, Title 18.

E. Each Contractor/Subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.

F. The Commissioner shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan

area, or any successor index, for the previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry's website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.

G. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of the health insurance premium, as provided in Md. Code Ann., State Finance and Procurement Article, §18-103(c), shall not lower an employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of health insurance premium shall comply with any record reporting requirements established by the Commissioner.

H. A Contractor/Subcontractor may reduce the wage rates paid under Md. Code Ann., State Finance and Procurement Article, §18-103(a), by no more than 50 cents of the hourly cost of the employer's contribution to an employee's deferred compensation plan. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's contribution to an employee's deferred compensation plan shall not lower the employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413.

I. Under Md. Code Ann., State Finance and Procurement Article, Title 18, if the Commissioner determines that the Contractor/Subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/Subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of $20 per day for each employee paid less than the Living Wage.

J. Information pertaining to reporting obligations may be found by going to the Division of Labor and Industry website http://www.dllr.state.md.us/labor/ and clicking on Living Wage for State Service Contracts.

ATTACHMENT G-1 Maryland Living Wage Requirements Affidavit of Agreement

Contract No. _____

Name of Contractor _____

Address_____

City_____ State_____ Zip Code_____

If the Contract Is Exempt from the Living Wage Law

The Undersigned, being an authorized representative of the above named Contractor, hereby affirms that the Contract is exempt from Maryland's Living Wage Law for the following reasons (check all that apply):

___ Bidder/Offeror is a nonprofit organization

___ Bidder/Offeror is a public service company

___ Bidder/Offeror employs 10 or fewer employees and the proposed contract value is less than $500,000

___ Bidder/Offeror employs more than 10 employees and the proposed contract value is less than $100,000

If the Contract Is a Living Wage Contract

A. The Undersigned, being an authorized representative of the above-named Contractor, hereby affirms its commitment to comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland and, if required, to submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract. The Bidder/Offeror agrees to pay covered employees who are subject to living wage at least the living wage rate in effect at the time service is provided for hours spent on State contract activities, and to ensure that its subcontractors who are not exempt also pay the required living wage rate to their covered employees who are subject to the living wage for hours spent on a State contract for services. The Contractor agrees to comply with, and ensure its subcontractors comply with, the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate established by the Commissioner of Labor and Industry, automatically upon the effective date of the revised wage rate.

B. _____(initial here if applicable) The Bidder/Offeror affirms it has no covered employees for the following reasons: (check all that apply):

___ The employee(s) proposed to work on the contract will spend less than one-half of the employee's time during any work week on the contract

___ The employee(s) proposed to work on the contract is 17 years of age or younger during the duration of the contract; or

___ The employee(s) proposed to work on the contract will work less than 13 consecutive weeks on the State contract.

The Commissioner of Labor and Industry reserves the right to request payroll records and other data that the Commissioner deems sufficient to confirm these affirmations at any time.

Name of Authorized Representative: _____

_____

Signature of Authorized Representative Date

_____

Title

_____

Witness Name (Typed or Printed)

_____

Witness Signature Date

(submit with Bid/Proposal)

Attachment H – FEDERAL FUNDS ATTACHMENT

A Summary of Certain Federal Fund Requirements and Restrictions

[Details of particular laws, which may levy a penalty for noncompliance, are available from the Maryland Department of Health.]

1. Form and rule enclosed: 18 U.S.C. 1913 and Section 1352 of P.L. 101-121 require that all prospective and present sub-grantees (this includes all levels of funding) who receive more than $100,000 in federal funds must submit the form "Certification Against Lobbying." It assures, generally, that recipients will not lobby federal entities with federal funds, and that, as is required, they will disclose other lobbying on form SF- LLL.

2. Form and instructions enclosed: "Form LLL, Disclosure of Lobbying Activities" must be submitted by those receiving more than $100,000 in federal funds, to disclose any lobbying of federal entities (a) with profits from federal contracts or (b) funded with nonfederal funds.

3. Form and summary of Act enclosed: Sub-recipients of federal funds on any level must complete a "Certification Regarding Environmental Tobacco Smoke," required by Public Law 103-227, the Pro-Children Act of 1994. Such law prohibits smoking in any portion of any indoor facility owned or leased or contracted for regular provision of health, day care, early childhood development, education, or library services for children under the age of 18. Such language must be included in the conditions of award (they are included in the certification, which may be part of such conditions.) This does not apply to those solely receiving Medicaid or Medicare, or facilities where WIC coupons are redeemed.

4. In addition, federal law requires that:

OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations requires that grantees (both recipients and sub-recipients) which expend a total of $300,000 or more ($500,000 for fiscal years ending after December 31, 2003) in federal assistance shall have a single or Program-specific audit conducted for that year in accordance with the provisions of the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act Amendments of 1996, P.L. 104-156 and the Office of Management and Budget (OBM) Circular A-133. All sub-grantee audit reports, performed in compliance with the aforementioned Circular shall be forwarded within 30 days of report issuance to the Contract Manager.

B) All sub-recipients of federal funds comply with Sections 503 and 504 of the Rehabilitation Act of 1973, the conditions of which are summarized in item (C).

C) Recipients of $10,000 or more (on any level) must include in their contract language the requirements of Sections 503 (language specified) and 504 referenced in item (B).

Section 503 of the Rehabilitation Act of 1973, as amended, requires recipients to take affirmative action to employ and advance in employment qualified disabled people. An affirmative action Program must be prepared and maintained by all contractors with 50 or more employees and one or more federal contracts of $50,000 or more.

This clause must appear in subcontracts of $10,000 or more:

a) The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for

employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

b) The contractor agrees to comply with the rules, regulations, and relevant orders of the secretary of labor issued pursuant to the act.

c) In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the secretary of labor issued pursuant to the act.

d) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the director, provided by or through the contracting office. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

e) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

f) The contractor will include the provisions of this clause in every subcontract or purchase order of $10,000 or more unless exempted by rules, regulations, or orders of the [federal] secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Sec. 791 et seq.) prohibits discrimination on the basis of handicap in all federally assisted Programs and activities. It requires the analysis and making of any changes needed in three general areas of operation- Programs, activities, and facilities and employment. It states, among other things, that:

Grantees that provide health ... services should undertake tasks such as ensuring emergency treatment for the hearing impaired and making certain that persons with impaired sensory or speaking skills are not denied effective notice with regard to benefits, services, and waivers of rights or consents to treatments.

D) All sub-recipients comply with Title VI of the Civil Rights Act of 1964 that they must not discriminate in participation by race, color, or national origin.

E) All sub-recipients of federal funds from SAMHSA (Substance Abuse and Mental Health Services Administration) or NIH (National Institute of Health) are prohibited from paying any direct salary at a rate more than Executive Level 1 per year. (This includes, but is not limited to, sub-recipients of the Substance Abuse Prevention and Treatment and the Community Mental Health Block Grants and NIH research grants.)

F) There may be no discrimination on the basis of age, according to the requirements of the Age Discrimination Act of 1975.

G) For any education Program, as required by Title IX of the Education Amendments of 1972, there may be no discrimination on the basis of sex.

H) For research projects, a form for Protection of Human Subjects (Assurance/ Certification/ Declaration) should be completed by each level funded, assuring that either: (1) there are no human subjects involved, or that (2) an Institutional Review Board (IRB) has given its formal approval before human subjects are involved in research. [This is normally done during the application process rather than after the award is made, as with other assurances and certifications.]

I) In addition, there are conditions, requirements, and restrictions which apply only to specific sources of federal funding. These should be included in your grant/contract documents when applicable.

J) Requirements of the United States Department of Health and CMS, including the following:

1. Access by their representatives to State documents, papers or other records pertinent to the procurement in order to make audits, examinations, excerpts and transcripts.

2. A royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use and authorize others to use for Federal Government purposes, software, modifications, and documentation developed and/or obtained through this procurement; and

3. Retention of all ownership rights to the software by the State to the extent developed, installed or enhances with FFP.

ATTACHMENT H-1

U.S. Department of Health and Human Services

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Award No.	Organizational Entry
Name and Title of Official Signing for Organizational Entry	Telephone No. Of Signing Official
Signature of Above Official	Date Signed

ATTACHMENT H-2

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action:	**2. Status of Federal Action:**	**3. Report Type:**
☐ a. Contract b. Grant c. Cooperative Agreement d. Loan e. Loan guarantee f. Loan insurance	☐ a. Bid/offer/application b. Initial award c. Post-award	☐ a. Initial filing b. Material change For Material Change Only: r _____ quarter _____ J. Date of last report _____

4. Name and Address of Reporting Entity:	**5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:**
□ Prime □ Subawardee Tier _____, if known: Congressional District, *if known*:	Congressional District, *if known*:
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
8. Federal Action Number, if known:	**9. Award Amount,** *if known*: $
10. **a. Name and Address of Lobbying Registrant** *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a) (last name, first name, MI):*
11. Amount of Payment *(check all that apply)* $_____ □ actual □ planned	**13. Type of Payment** *(check all that apply)* □ a. retainer □ b. one-time □ c. commission □ d. contingent fee □ e. deferred □ f. other; specify: _____
12. Form of Payment *(check all that apply)* □ a. cash □ b. in-kind, specify: nature _____ value: _____	

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) SF-LLLA, if necessary)

15. Continuation Sheet(s) SF-LLLA attached: □ Yes □ No

16. Information requested through this form is authorized by title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than$10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____

Federal Use Only	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal Program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

10. (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form and print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

ATTACHMENT H-3

DEPARTMENT OF HEALTH AND HUMAN SERVICES

Public Health Service
Health Resources and
Service Administration
Rockville, MD 20857

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, also known as the Pro Children Act of 1994, Part C Environmental Tobacco Smoke, requires that smoking not be permitted in any portion of any indoor facility owned, or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, early childhood development services, 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 also applies to children's services that are provided in indoor facilities that are constructed, operated or maintained with such federal funds. The law does not apply to children's services provided in private residences, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole sources of applicable federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification, the Offeror/contractor (for acquisitions) or applicant/grantee (for grants) certifies that the submitting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The submitting organization further agrees that it will require the language of this certification be included in any sub-awards which contain provisions for children's services and that all sub-recipients shall certify accordingly.

_____

Signature of Authorized Certifying Individual

Attachment I - CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

"Reference COMAR 21.0".08.08

(submit with Bid/Proposal)

A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, o" a person has an unfair competitive advantage.

B. "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a Bidder/Offeror, Contractor, consultant, or subcontractor or sub-consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a Bid/Proposal is made.

C. The Bidder/Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):

E. The Bidder/Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the Bidder/Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the Bidder/Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

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

Date:_____ By:_____

(Authorized Representative and Affiant)

ATTACHMENT J - NON-DISCLOSURE AGREEMENT (CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is made by and between the State of Maryland (the "State"), acting by and through (Maryland Department of Health) (the "Department or Agency"), and _____ (the "Contractor").

RECITALS

WHEREAS, the Contractor has been awarded a contract (the "Contract") following the solicitation for Pharmacy Point-of-Sale Electronic Claims Management Services Solicitation # 19 17712; and

WHEREAS, in order for the Contractor to perform the work required under the Contract, it will be necessary for the State at times to provide the Contractor and the Contractor's employees, agents, and subcontractors (collectively the "Contractor's Personnel") with access to certain information the State deems confidential information (the "Confidential Information").

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

1. Regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such, Confidential Information means (1) any and all information provided by or made available by the State to the Contractor in connection with the Contract and (2) any and all personally identifiable information (PII) (including but not limited to personal information as defined in Md. Ann. Code, State Govt. § 10-1301(c)) and protected health information (PHI) that is provided by a person or entity to the Contractor in connection with this Contract. Confidential Information includes, by way of example only, information that the Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the Contract.

2. Contractor shall not, without the State's prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information except for the sole and exclusive purpose of performing under the Contract. Contractor shall limit access to the Confidential Information to the Contractor's Personnel who have a demonstrable need to know such Confidential Information in order to perform under the Contract and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the Contractor's Personnel are attached hereto and made a part hereof as ATTACHMENT J-1. Contractor shall update ATTACHMENT J-1 by adding additional names (whether Contractor's personnel or a subcontractor's personnel) as needed, from time to time.

3. If the Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the Contractor's performance of the Contract or who will otherwise have a role in performing any aspect of the Contract, the Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.

4. Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, to adopt or establish operating procedures and physical security measures, and to take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from

falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.

5. Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the Contractor's Personnel or the Contractor's former Personnel. Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).

6. Contractor shall, at its own expense, return to the Department or Agency all Confidential Information in its care, custody, control or possession upon request of the Department or Agency or on termination of the Contract.

7. A breach of this Agreement by the Contractor or by the Contractor's Personnel shall constitute a breach of the Contract between the Contractor and the State.

8. Contractor acknowledges that any failure by the Contractor or the Contractor's Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and to seek damages from the Contractor and the Contractor's Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the Contractor or any of the Contractor's Personnel to comply with the requirements of this Agreement, the Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and costs.

9. Contractor and each of the Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement, in no event less restrictive than as set forth in this Agreement, and the Contractor shall provide originals of such executed Agreements to the State.

10. The parties further agree that:

a. This Agreement shall be governed by the laws of the State of Maryland;

b. The rights and obligations of the Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;

c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;

d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;

e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures;

f. The Recitals are not merely prefatory but are an integral part hereof; and

g. The effective date of this Agreement shall be the same as the effective date of the Contract entered into by the parties.

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, executed this Agreement as of the day and year first above written.

Contractor:_____	MDH
By: _____(SEAL)	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: ___–_____

NON-DISCLOSURE AGREEMENT - ATTACHMENT J-1

LIST OF CONTRACTOR'S EMPLOYEES AND AGENTS WHO WILL BE GIVEN ACCESS TO THE CONFIDENTIAL INFOITION

Printed Name and Address of Individual/Agent	Employee (E) or Agent (A)	Signature	Date

NON-DISCLOSURE AGREEMENT – ATTACHMENT J-2

CERTIFICATION TO ACCOMPANY RETURN OF CONFIDENTIAL INFORMATION

I AFFIRM THAT:

To the best of my knowledge, information, and belief, and upon due inquiry, I hereby certify that: (i) all Confidential Information which is the subject matter of that certain Non-Disclosure Agreement by and between the State of Maryland and _____ ("Contractor") dated _____, 20_____ ("Agreement") is attached hereto and is hereby returned to the State in accordance with the terms and conditions of the Agreement; and (ii) I am legally authorized to bind the Contractor to this affirmation.

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

DATE:_____

NAME OF CONTRACTOR: _____

BY:_____

(Signature)

TITLE: _____

(Authorized Representative and Affiant)

ATTACHMENT K - HIPAA BUSINESS ASSOCIATE AGREEMENT

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the "Agreement") is made by and between the Maryland Department of Health (the "Department or Agency") and _____ (Insert Name of Contractor) (hereinafter known as "Business Associate"). Covered Entity and Business Associate shall collectively be known herein as the "Parties."

WHEREAS, Covered Entity has a business relationship with Business Associate that is memorialized in a separate agreement (the "Underlying Agreement") pursuant to which Business Associate may be considered a "business associate" of Covered Entity as defined in the Health Insurance Portability and Accountability Act of 1996 including all pertinent privacy regulations (45 C.F.R. Parts 160 and 164) and security regulations (45 C.F.R. Parts 160, 162, and 164), as amended from time to time, issued by the U.S. Department of Health and Human Services as either have been amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111–5) (collectively, "HIPAA"); and

WHEREAS, the nature of the contractual relationship between Covered Entity and Business Associate may involve the exchange of Protected Health Information ("PHI") as that term is defined under HIPAA; and

WHEREAS, for good and lawful consideration as set forth in the Underlying Agreement, Covered Entity and Business Associate enter into this Agreement for the purpose of ensuring compliance with the requirements of HIPAA and the Maryland Confidentiality of Medical Records Act (Md. Ann. Code, Health-General §§ 4-301 et seq.) ("MCMRA"); and

WHEREAS, this Agreement supersedes and replaces any and all Business Associate Agreements the Covered Entity and Business Associate may have entered into prior to the date hereof;

NOW THEREFORE, the premises having been considered and with acknowledgment of the mutual promises and of other good and valuable consideration herein contained, the Parties, intending to be legally bound, hereby agree as follows:

DEFINITIONS.

A. Catch-all definition. The following terms used in this Agreement, whether capitalized or not, shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

B. Specific definitions:

1. Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 C.F.R. 160.103, and in reference to the party to this agreement, shall mean (Insert Name of Contractor).
2. Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this agreement, shall mean Maryland Department of Health.
3. HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Parts 160 and Part 164.

4. Protected Health Information ("PHI"). Protected Health Information or "PHI" shall generally have the same meaning as the term "protected health information" at 45 C.F.R. § 160.103.

PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE.

A. Business Associate may only use or disclose PHI as necessary to perform the services set forth in the Underlying Agreement or as required by law.

B. Business Associate agrees to make uses and disclosures and requests for PHI consistent with Covered Entity's policies and procedures regarding minimum necessary use of PHI.

C. Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity.

D. Business Associate may, if directed to do so in writing by Covered Entity, create a limited data set, as defined at 45 CFR 164.514(e)(2) , for use in public health, research, or health care operations. Any such limited data sets shall omit any of the identifying information listed in 45 CFR § 164.514(e)(2). Business Associate will enter into a valid, HIPAA-compliant Data Use Agreement, as described in 45 CFR § 164.514(e)(4), with the limited data set recipient. Business Associate will report any material breach or violation of the data use agreement to Covered Entity immediately after it becomes aware of any such material breach or violation.

E. Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration, or legal responsibilities of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

F. The Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI of an Individual pursuant to §§13405(d)(1) and (2) of the HITECH Act. This prohibition does not apply to the State's payment of Business Associate for its performance pursuant to the Underlying Agreement.

G. The Business Associate shall comply with the limitations on marketing and fundraising communications provided in §13406 of the HITECH Act in connection with any PHI of Individuals.

DUTIES OF BUSINESS ASSOCIATE RELATIVE TO PHI.

A. Business Associate agrees that it will not use or disclose PHI other than as permitted or required by the Agreement or as Required by Law;

B. Business Associate agrees to use appropriate administrative, technical and physical safeguards to protect the privacy of PHI.

C. Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the Agreement;

D. 1. Business Associate agrees to Report to Covered Entity any use or disclosure of PHI not provided for by the Agreement of which it becomes aware, including breaches of unsecured PHI as

required by 45 C.F.R. § 164.410, and any Security Incident of which it becomes aware without reasonable delay, and in no case later than fifteen calendar days after the use or disclosure;

2. If the use or disclosure amounts to a breach of unsecured PHI, the Business Associate shall ensure its report:

a. Is made to Covered Entity without unreasonable delay and in no case later than fifteen (15) calendar days after the incident constituting the Breach is first known, except where a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security. For purposes of clarity for this Section III.D.1, Business Associate must notify Covered Entity of an incident involving the acquisition, access, use or disclosure of PHI in a manner not permitted under 45 C.F.R. Part E within fifteen (15) calendar days after an incident even if Business Associate has not conclusively determined within that time that the incident constitutes a Breach as defined by HIPAA;
b. Includes the names of the Individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach;
c. Is in substantially the same form as ATTACHMENT K-1 attached hereto; and
d. Includes a draft letter for the Covered Entity to utilize to notify the affected Individuals that their Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach that includes, to the extent possible:
    i. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
    ii. A description of the types of Unsecured PHI that were involved in the Breach (such as full name, Social Security number, date of birth, home address, account number, disability code, or other types of information that were involved);
    iii. Any steps the affected Individuals should take to protect themselves from potential harm resulting from the Breach;
    iv. A brief description of what the Covered Entity and the Business Associate are doing to investigate the Breach, to mitigate losses, and to protect against any further Breaches; and
    v. Contact procedures for the affected Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, website, or postal address.
e. To the extent permitted by the Underlying Agreement, Business Associate mIuse agents and subcontractors. In accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2) shall ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information, Business Associate must enter into Business Associate Agreements with subcontractors as required by HIPAA;
f. Business Associate agrees it will make available PHI in a designated record set to the Covered Entity, or, as directed by the Covered Entity, to an individual, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.524, including, if requested, a copy in electronic format;
g. Business Associate agrees it will make any amendment(s) to PHI in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 C.F.R. § 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.526;
h. Business Associate agrees to maintain and make available the information required to provide an accounting of disclosures to the Covered Entity or, as directed by the Covered

Entity, to an individual, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.528;

i. To th' extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s);

j. Business Associate agrees to make its internal practices, books, and records, including PHI, available to the Covered Entity and/or the Secretary for purposes of determining compliance with the HIPAA Rules.

k. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

IV. TERM AND TERMINATION

A. Term. The Term of this Agreement shall be effective as of the effective date of the Contract entered into following the solicitation for **Pharmacy Point-of-Sale Electronic Claims Management Services,** Solicitation # **MDH/OPASS 19-17712**, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or the PHI created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, in accordance with the termination provisions in this Section IV, or on the date the Covered Entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner. If it is impossible to return or destroy all of the PHI provided by Covered Entity to Business Associate, or the PHI created or received by Business Associate on behalf of Covered Entity, Business Associate's obligations under this contract shall be ongoing with respect to that information, unless and until a separate written agreement regarding that information is entered into with Covered Entity.

B. Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, Covered Entity shall:

1. Provide an opportunity for Business Associate to cure the breach or end the violation and, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, terminate this Agreement; or
2. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and Covered entity determines or reasonably believes that cure is not possible.

C. Effect of Termination.

1. Upon termination of this Agreement, for any reason, Business Associate shall return or, if agreed to by Covered Entity, destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains in any form. Business Associate shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.
2. Should Business Associate make an intentional or grossly negligent Breach of PHI in violation of this Agreement or HIPAA or an intentional or grossly negligent disclosure of information protected by the MCMRA, Covered Entity shall have the right to immediately terminate any contract, other than this Agreement, then in force between the Parties, including the Underlying Agreement.

D. Survival. The obligations of Business Associate under this Section shall survive the termination of this agreement.

V. CONSIDERATION

Business Associate recognizes that the promises it has made in this Agreement shall, henceforth, be detrimentally relied upon by Covered Entity in choosing to continue or commence a business relationship with Business Associate.

VI. REMEDIES IN EVENT OF BREACH

Business Associate hereby recognizes that irreparable harm will result to Covered Entity, and to the business of Covered Entity, in the event of breach by Business Associate of any of the covenants and assurances contained in this Agreement. As such, in the event of breach of any of the covenants and assurances contained in Sections II or III above, Covered Entity shall be entitled to enjoin and restrain Business Associate from any continued violation of Sections II or III. Furthermore, in the event of breach of Sections II or III by Business Associate, Covered Entity is entitled to reimbursement and indemnification from Business Associate for Covered Entity's reasonable attorneys' fees and expenses and costs that were reasonably incurred as a proximate result of Business Associate's breach. The remedies contained in this Section VI shall be in addition to, not in lieu of, any action for damages and/or any other remedy Covered Entity may have for breach of any part of this Agreement or the Underlying Agreement or which may be available to Covered Entity at law or in equity.

VII. MODIFICATION; AMENDMENT

This Agreement may only be modified or amended through a writing signed by the Parties and, thus, no oral modification or amendment hereof shall be permitted. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the HIPAA rules and any other applicable law.

VIII. INTERPRETATION OF THIS AGREEMENT IN RELATION TO OTHER AGREEMENTS BETWEEN THE PARTIES

Should there be any conflict between the language of this Agreement and any other contract entered into between the Parties (either previous or subsequent to the date of this Agreement), the language and provisions of this Agreement shall control and prevail unless the parties specifically refer in a subsequent written agreement to this Agreement by its title and date and specifically state that the provisions of the later written agreement shall control over this Agreement.

IX. COMPLIANCE WITH STATE LAW

The Business Associate acknowledges that by accepting the PHI from Covered Entity, it becomes a holder of medical information under the MCMRA and is subject to the provisions of that law. If the HIPAA Privacy or Security Rules and the MCMRA conflict regarding the degree of protection provided for PHI, Business Associate shall comply with the more restrictive protection requirement.

X. MISCELLANEOUS

A. Ambiguity. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy and Security Rules.

B. Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

C. Notice to Covered Entity. Any notice required under this Agreement to be given Covered Entity shall be made in writing to:

Ramiek James, Esq.
Privacy Officer and Compliance Analyst
Maryland Department of Health
Office of the Inspector General
201 W. Preston Street, Floor 5
Baltimore, MD 21201-2301
Phone: (410) 767-5411

D. Notice to Business Associate. Any notice required under this Agreement to be given Business Associate shall be made in writing to:

Address: _____

_____

Attention: _____

Phone: _____

E. Survival. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this contract shall survive termination or expiration of this Agreement and continue in full force and effect.

F. Severability. If any term contained in this Agreement is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such term shall be severed from this Agreement, and the remaining terms contained herein shall continue in full force and effect, and shall in no way be affected, prejudiced, or disturbed thereby.

G. Terms. All of the terms of this Agreement are contractual and not merely recitals and none may be amended or modified except by a writing executed by all parties hereto.

H. Priority. This Agreement supersedes and renders null and void any and all prior written or oral undertakings or agreements between the parties regarding the subject matter hereof.

IN WITNESS WHEREOF and acknowledging acceptance and agreement of the foregoing, the Parties affix their signatures hereto.

COVERED ENTITY:		BUSINESS ASSOCIATE:	
By:	_____	By:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

ATTACHMENT K-1

FORM OF NOTIFICATION TO COVERED ENTITY OF BREACH OF UNSECURED PHI

This notification is made pursuant to Section III.2.D(3) of the Business Associate Agreement between Maryland Department of Health and _____ (Business Associate).

Business Associate hereby notifies Maryland Department of Health that there has been a breach of unsecured (unencrypted) protected health information (PHI) that Business Associate has used or has had access to under

_____

Date of the breach: _____ Date of discovery of the breach: _____

Does the breach involve 500 or more individuals? Yes/No If yes, do the people live in multiple states? Yes/No

Number of individuals affected by the breach: _____

Names of individuals affected by the breach: (attach list)

The types of unsecured PHI that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code):

_____

Description of what Business Associate is doing to investigate
t_____

Contact information to ask questions or learn additional information:

Name: _____

Title: _____

Addres_____

E-mail Address: _____

Phone Number: _____

ATTACHMENT L - MERCURY AFFIDAVIT

This solicitation does not include the procurement of products known to likely include mercury as a component.

ATTACHMENT M - VETERAN-OWNED SMALL BUSINESS ENTERPRISE

The Veteran-Owned Small Business Enterprise (VSBE) subcontractor participation goal for this solicitation is 0%.

ATTACHMENT N - LOCATION OF THE PERFORMANCE OF SERVICES DISCLOSURE

(submit with Bid/Proposal)

Pursuant to Md. Ann. Code, State Finance and Procurement Article, § 12-111, and in conjunction with the Bid/Proposal submitted in response to Solicitation No. _____, the following disclosures are hereby made:

1. At the time of Bid/Proposal submission, the Bidder/Offeror and/or its proposed subcontractors:

___ have plans

___ have no plans

to perform any services required under the resulting Contract outside of the United States.

2. If services required under the contract are anticipated to be performed outside the United States by either the Bidder/Offeror or its proposed subcontractors, the Bidde/Offeror shall answer the following (attach additional pages if necessary):

a. Location(s) services will be performed:

_____
_____
_____

b. Reasons why it is necessary or advantageous to perform services outside the United States:

_____
_____
_____
_____
_____

The undersigned, being an authorized representative of the Bidder/Offeror, hereby affirms that the contents of this disclosure are true to the best of my knowledge, information, and belief.

Date: _____

Bidder/Offeror Name: _____

By: _____

Name: _____

Title: _____

Please be advised that the Department or Agency may contract for services provided outside of the United States if: the services are not available in the United States; the price of services in the United States exceeds by an unreasonable amount the price of services provided outside the United States; or the quality of services in the United States is substantially less than the quality of comparably priced services provided outside the United States.

ATTACHMENT O - DHR HIRING AGREEMENT

This Attachment is not applicable to this solicitation.

ATTACHMENT P - NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non-Disclosure Agreement (the "Agreement") is made this ___ day of _____" 20__, by an" between _____ (hereinafter referred to as the "OFFEROR ") and the State of Maryland (hereinafter referred to as "the State").

OFFEROR warrants and represents that it intends to submit a Technical Proposal in response to RFP # 19 17712 for Pharmacy Point-of-Sale Electronic Claims Management Services. In order for the OFFEROR to submit a Technical Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to _____. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described above, the OFFEROR agrees as follows:

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received, except in connection with the preparation of its Technical Proposal.

2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.

3. OFFEROR shall return the Confidential Information to the State within five business days of the State's Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to Queen Davis, Maryland Department of Health on or before the due date for Proposals.

4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.

5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.

6. This Agreement shall be governed by the laws of the State of Maryland.

7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than $20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.

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

OFFEROR: _____ BY: _____

NAME: _____ TITLE:_____

ADDRESS:_____

SUBMIT AS INSTRUCTED IN RFP

ATTACHMENT Q - LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

INSTRUCTIONS:

1. For each person proposed, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements.

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

2. Additional information may be attached to each Labor Category Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.

LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY (CONTINUED)

RFP # 19 17712

Instructions: Enter resume information in the fields below; do not submit other resume formats. Submit one resume for each proposed resource

Candidate Name:
Contractor:

A. Education / Training

Institution Name / City / State	Degree / Certification	Year Completed	Field Of Study
<add lines as needed>			

B. Relevant Work Experience

Describe work experience relevant to the Duties / Responsibilities and Minimum Qualifications described in the RFP. Starts with the most recent experience first; do not include non-relevant experience.

[Organization] [Title / Role] [Period of Employment / Work] [Location] [Contact Person (Optional if current employer)]	Description of Work…

[Organization] [Title / Role] [Period of Employment / Work] [Location] [Contact Person]	Description of Work…
<add lines as needed>	

C. Employment History

List employment history, starting with the most recent employment first

Start and End Dates	Job Title or Position	Organization Name	Reason for Leaving
<add lines as needed>			

Personnel Resume Summary (Continued)

*"Candidate Relevant Experience" section must be filled out. Do not enter "see resume" as a response.

D. References

List persons the State may contact as employment references

Reference Name	Job Title or Position	Organization Name	Telephone / E-mail
<add lines as needed>			

Authors: Update the Section Numbers

Proposed Individual's Name/Company Name:	How does the proposed individual meet each requirement?
LABOR CATEGORY TITLE:	[Enter the Labor Category Name]
Requirement See Section 3.3.4 Staffing Requirements	Candidate Relevant Experience *
Education: [Insert the education description from Section <<x.x>>for the applicable labor category]	Education:
Experience: [Insert the experience description from Section <<x.x>>for the applicable labor category]	Experience:

Duties: [Insert the duties description from Section <<x.x>> for the applicable labor category]	Duties:

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

Contractor Representative:

_____	_____	_____
Print Name	Signature	Date

Proposed Individual:

_____	_____
Signature	Date

Sign each form.

ATTACHMENT R - AGENCY DELIVERABLE PRODUCT ACCEPTANCE FORM

Agency Name: Maryland Department of Health

RFP Title: Pharmacy Point-of-Sale Electronic Claims Management Services

Contract Manager: Charles Sandler and 410-767-1455

To: Contractor Name

The following deliverable, as required by Project Number (RFP #): 19 17712 has been received and reviewed in accordance with the RFP.

Title of deliverable: _____

RFP Contract Reference Number: Section # _____

Deliverable Reference ID # _____

This deliverable:

☐ Is accepted as delivered.

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

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

_____ _____

Contract Manager Signature Date Signed

ATTACHMENT S - SAMPLE WORK ORDER

This Attachment is not applicable to this RFP.

ATTACHMENT T - PROPOSAL/BID BOND

BID BOND

Bond No.

We, _____ as Principal, hereinafter called the Principal, and _____, a corporation duly organized under the laws of the State of _____, as Surety, hereinafter called the Surety, are held and firmly bound unto the State of Maryland, hereinafter called "State", for the sum of _____ for the payment of which sum, the Principal and the Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for (Identify project by number and brief description):

NOW, THEREFORE, if the Principal, upon acceptance by the State of its bid identified above, within the period specified therein for acceptance (ninety (90) days, if no period is specified), shall execute such further contractual documents, if any, and give such bond(s) as may be required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms, or in the event of failure so to execute such further contractual documents and give such bonds, if the Principal shall pay the State the difference not to exceed the penalty hereof between the amount specified in Principal's bid and such larger amount for which the State may in good faith contract with another party to perform the work covered by said bid, then the above obligation shall be void and of no effect.

The Surety executing this instrument hereby agrees that its obligation shall not be impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the State, notice of which extension(s) to the Surety being hereby waived; provided that such waiver of notice shall apply only with respect to extensions aggregating not more than ninety (90) calendar days in addition to the period originally allowed for acceptance of the bid.

In Presence of: Witness	Individual Principal _____ (Name)
_____ as to	_____(SEAL)
In Presence of: Witness	Partnership Principal _____ (Name)
_____ as to	_____(SEAL) Partner
_____ as to	_____(SEAL) Partner
_____ as to	_____(SEAL) Partner
Attest:	Corporate Principal _____
_____	(Name of Corporation) AFFIX SEAL

Secretary

By: _____
President

,

(Surety)

Attest:

By: _____
Attorney-in-fact

AFFIX SEAL

_____

Bonding Agent's Name _____

Agent's Address _____

Approved as to form and legal sufficiency this __ day of_____ , 20__

Assistant Attorney General _____

ATTACHMENT U - LABOR CATEGORIES

U.1Project Manager – Key Personnel

a. Required Qualifications

1. Minimum of three (3) years of experience in managing or in a key management position for a government or private sector client in health care development project
2. Previous experience successfully implementing at least two (2) Pharmacy POS solutions including PRO-DUR functionality
3. Previous experience with implementation of rebate systems
4. Shall be a Certified Project Management Professional (PMP) or have a comparable project management experience
5. Previous experience leading and coordinating system implementation activities, including evaluation, training, and reporting.

b. Responsibilities

1. Must be 100% dedicated to the Contract until 90 days after system go-live or until implementation defects are resolved as determined by MDH

U.2Account Manager – Key Personnel

a. Required Qualifications

1. Minimum of three (3) years of account management experience for a government or private sector client in health care, including a minimum of two (2) years of Pharmacy Point of Sale experience in a State of equivalent scope to Maryland.
2. A Maryland Pharmacist license is required (or shall be acquired within 6 months of contract effective date).
3. Shall be a Certified Project Management Professional (PMP) or have a comparable project management certification (or shall be acquired within 6 months of system go-live).
4. Previous experience with activities for contract administration, overall project management and scheduling, correspondence between the State and the Vendor, dispute resolution, personnel issues with Vendor's staff, and status reporting to the State.
5. Previous experience providing marketplace trends and impact analysis
6. Previous experience in public speaking and presentations

b. Responsibilities

1. Primary responsibility shall be to ensure the Contractor's compliance with contract requirements and will be the designated point-of-contact for contractual issues. A back-up full-time employee must be designated for any absences of the account manager.
2. Remain current on industry trends and best practices and provide recommendations on how to integrate or modify the Maryland solution to take advantage of such trends and best practices

3. Must be 100% dedicated to the Contract.
4. Must be located at Contractor's Local Facility.

U.3Deputy Account/System Manager – Key Personnel

a. Required Qualifications

1. Minimum of two (2) years of experience in a Management position
2. Minimum of three (3) years of experience serving as a liaison between technical and operational teams
3. Minimum of three (3) years of experience in testing, implementation, and maintenance of a large-scale automated application similar to the proposed system for a government or private sector
4. Previous experience in creating use cases, requirement analysis documents, detail specification documents, resolving production problems and developing user acceptance test plans and knowledge of development life cycles
5. Bachelor's degree in Computer Science, Engineering, or equivalent

b. Responsibilities

1. Shall function as the liaison for all system requirements between MPP and Contractor.
2. Must be 100% dedicated to the Contract.
3. Assists in determining reimbursement methodologies by providing expenditure and utilization data by the National Drug Code (NDC), current version.
4. Must be located at Contractor's Local Facility.

U.4Rebate Account Manager – Key Personnel

a. Required Qualifications

1. Minimum of three (3) years of experience in managing a Manufacturer Drug Rebate Program similar in size of Maryland in either a government or private sector.
2. Bachelor's degree or higher in Accounting or Finance
3. Strong skills in MS Excel and other MS Office products
4. Comprehend Quantitative and qualitative methods to perform accurate analysis
5. Healthcare industry experience
6. Finance or Accounting experience
7. Staff management experience
8. Previous experience in Medicaid Drug Rebate Dispute resolution

b. Responsibilities

1. Primary responsibility shall be to ensure the Contractor's compliance with contract requirements related to Drug Rebates.
2. Must be 100% dedicated to the Contract.
3. Must be located at Contractor's Local Facility.

U.5Call Center Manager – Key Personnel

a. Required Qualifications

1. Minimum of three (3) years of experience in managing a Call Center
2. Minimum three (3) years' experience with a Pharmacy claim processing call center.
3. Previous experience with conflict resolution and customer relations
4. Previous experience with training and development of employees

b. Preferred Qualifications

1. Previous experience with the proposed call management system and workflow management is preferred

c. Responsibilities

1. Primary responsibility shall be to ensure the Contractor's compliance with contract requirements related to Call Center. See Section 3.3.3.18 for Call Center Requirements.
2. The Call Center Manager shall be responsible for coordinating efforts, including training and customer service, with the off hour call center manager, if applicable
3. Must be 100% dedicated to the Contract.
4. Must be located at Contractor's Local Facility.

U.6Rebate Pharmacist (50% FTE) – Critical Personnel

a. Required Qualifications

1. Experience in a Drug Rebate Program in either a government or private sector is preferred
2. A Maryland Pharmacist license is required (or shall be acquired within 6 months of system go-live).
3. Strong skills in MS Excel and other MS Office products

b. Responsibilities

1. The Rebate Pharmacist shall be 100% dedicated to the Contract while working on the Maryland POSECMS account.
2. Must be located at Contractor's Local Facility.

U.7Rebate Analyst – Critical Personnel

a. Required Qualifications

1. Experience with a Manufacturer Drug Rebate Program similar in size of Maryland in either a government or private sector preferred.
2. Previous experience in identifying and troubleshooting drug rebate errors and discrepancies
3. Strong analytical skills
4. Experience in finance and accounting

b. Responsibilities

1. Must be 100% dedicated to the Contract.
2. Must be located at Contractor's Local Facility.

U.8Clinical Pharmacist I – Critical Personnel

a. Required Qualifications

1. Minimum of three (3) years of experience in supporting formulary, PA, benefits design and clinical information
2. Pharm.D with current active pharmacist license in Maryland (or shall be acquired within 6 months of system go-live)
3. Master's degree in Business Administration preferred
4. Knowledge of clinical pharmacy and drug products information to support plan benefit design
5. Previous experience in PRO and RETRO-DUR.
6. Previous experience in public speaking and presentations
7. Previous experience in IV infusion and compounding

b. Preferred Qualifications

1. Previous experience in supporting Call Center PA Programs and development

c. Responsibilities

1. Primary responsibility shall be to ensure the Contractor's compliance with contract requirements concerning drug utilization and to consult and make recommendations to Prescribers if and when necessary.
2. Must be 100% dedicated to the Contract.
3. Must be located at Contractor's Local Facility.

U.9Clinical Pharmacist II – Critical Personnel

a. Required Qualifications

1. Minimum of three (3) years of experience in supporting formulary, PA, benefits design and clinical information.
2. Pharm.D with current active pharmacist license in Maryland (or shall be acquired within 6 months of system go-live)
3. Previous experience in PRO and RETRO-DUR.
4. Knowledge of clinical pharmacy and drug products information to support plan benefit design
5. Specialized training in psychotropic medications

b. Preferred Qualifications

1. Previous experience in supporting Call Center PA Programs and development

c. Responsibilities

1. Primary responsibility shall be to oversee clinical services related to psychotropic medications and to consult and make recommendations to Prescribers if and when necessary.
2. Must be 100% dedicated to the Contract.
3. Must be located at Contractor's Local Facility.

U.10 Clinical Pharmacist III – Critical Personnel

a. Required Qualifications

1. Minimum of three (3) years of experience in supporting formulary, PA, benefits design and clinical information.
2. Pharm.D with current active pharmacist license in Maryland (or shall be acquired within 6 months of contract effective date)
3. Previous experience in PRO and RETRO-DUR.
4. Knowledge of clinical pharmacy and drug products information to support plan benefit design
5. Specialized training in Substance Use Disorder (SUD) medications

b. Preferred Qualifications

1. Previous experience in supporting Call Center PA Programs and development

c. Responsibilities

1. Primary responsibility shall be to oversee clinical services related to SUD medications and to consult and make recommendations to Prescribers if and when necessary.
2. Must be 100% dedicated to the Contract.
3. Must be located at Contractor's Local Facility.

U.11 Clinical Pharmacist IV – Critical Personnel

a. Required Qualifications

1. Minimum of three (3) years of experience in supporting formulary, PA, benefits design and clinical information.
2. Pharm. D with current active pharmacist license in Maryland (or shall be acquired within 6 months of contract effective date)
3. Previous experience in PRO and RETRO-DUR.
4. Knowledge of clinical pharmacy and drug products information to support plan benefit design
5. Specialized training in Pain Management medications

b. Preferred Qualifications

1. Previous experience in supporting Call Center PA Programs and development

c. Responsibilities

1. Primary responsibility shall be to oversee clinical services related to Pain Management medications and to consult and make recommendations to Prescribers if and when necessary
2. Must be 100% dedicated to the Contract.
3. Must be located at Contractor's Local Facility.

U.12 Clinical Pharmacist V – Critical Personnel

a. Required Qualifications

1. Minimum of three (3) years of experience in supporting formulary, PA, benefits design and clinical information.
2. Pharm. D with current active pharmacist license in Maryland (or shall be acquired within 6 months of contract effective date)
3. Previous experience in PRO and RETRO-DUR.
4. Previous experience in data mining, analyzing and developing cost containment strategies (high utilizes etc.)
5. Knowledge of clinical pharmacy and drug products information to support plan benefit design

b. Preferred Qualifications

1. Previous experience in supporting Call Center PA Programs and development
2. Specialized training in HIV/AIDS and other high-cost drug therapies

c. Responsibilities

1. Primary responsibility shall be to ensure high-cost claims are reviewed prior to adjudication and to consult and make recommendations to Prescribers if and when necessary.
2. Must be 100% dedicated to the Contract.

3. Must be located at Contractor's Local Facility.

ATTACHMENT V - MARYLAND PHARMACY PROGRAMS (MPP) ENROLLMENT DATA

Enrollment data for the Maryland Pharmacy Programs

CY 2016

For Fee-For-Service, average monthly enrollment is 55,000 Participants.

For MCOs, average monthly enrollment is 1,110,000 Participants.

For Full Duals, average monthly enrollment is 135,000 Participants.

For BCCDT, average monthly enrollment is 1,500 Participants.

For KDP, average monthly enrollment is 1,700 Participants.

For MADAP, average monthly enrollment is 5,677 Participants.

For MSOP, average monthly enrollment is 260 Participants.

ATTACHMENT W - LIST OF CARVE-OUT MEDICATIONS

Maryland Medicaid Pharmacy Program

List of Carve-Out Medications

1) **HIV (AIDS)**
   a) AHFS 8:18.08.20 – HIV Nucleoside and Nucleotide Reverse Transcriptase Inhibitors
      1. Nucleoside Analog Reverse Transcriptase Inhibitors (NRTIs)
         a. Abacavir (Ziagen)
         b. Didanosine (ddI, Dideoxyinosine, Videx)
         c. Emtricitabine (Emtriva)
         d. Lamivudine (3TC, Epivir)
         e. Rilpivirine
         f. Stavudine (d4T, Zerit)
         g. Zalcitabine (Dideoxycytidine, ddC, Hivid)
         h. Zidovudine (ZDV (formerly AZT), Retrovir)
      2. Nucleotide Analog Reverse Transcriptase Inhibitors
         a. Tenofovir (Viread)
   b. AHFS 8:18.08.16 – HIV Nonnucleoside Reverse Transcriptase Inhibitors
      1. Non-nucleoside Reverse Transcriptase Inhibitors (NNRTIs)
         a. Delavirdine (Rescriptor)
         b. Efavirenz (Sustiva)
         c. Etravirine (Intelence)
         d. Nevirapine (NVP, Viramune)
   c. AHFS 8:18.08.08 – HIV Protease Inhibitors
      1. Protease Inhibitors (PIs)
         a. Amprenavir (Agenerase)
         b. Atazanavir (Reyataz)
         c. Darunavir (Prezista)
         d. Fosamprenavir (Lexiva)
         e. Indinavir (Crixivan)
         f. Nelfinavir (Viracept)
         g. Ritonavir (Norvir)
         h. Tipranavir
         i. Saquinavir (Invirase, Fortovase)
   d. AHFS 8:18.08.12 – HIV Integrase Inhibitors
      1. Integrase Inhibitor
         a. Dolutegravir (Tivicay)
         b. Elvitegravir (Vitekta)
         c. Raltegravir
   e. Combos
      1. Abacavir/Dolutegravir/Lamivudine
      2. Abacavir/Lamivudine/Zidovudine (Trizivir)
      3. Abacavir/Lamivudine (Epzicom)
      4. Atazanavir/Cobicistat (Evotaz)
      5. Darunavir/Cobicistat (Prezcobix)
      6. Elvitegravir/Cobicistat/Emtricitabine/Tenofovir (Stribild)
      7. Emtricitabine/Tenofovir (Truvada)
      8. Emtricitabine/Tenofovir/Efavirenz (Atripla)
      9. Emtricitabine/Tenofovir/Rilpivirine (Complera)

10. Lamivudine/Raltegravir (Dutrebis)
11. Lamivudine/Zidovudine (Combivir)
12. Lopinavir/Ritonavir (Kaletra)

f. AHFS 92:92 Other Msicellaneous Therapeutic Agents
   1. Cobicistat (Tybost)

g. AHFS 8:18.08.04 – HIV Entry and Fusion Inhibitors
   1. Enfuvirtide (Fuzeon)
   2. Maraviroc (Selzentry)

2) Substance Use Disorder

a) Buprenorphine/naloxone combination therapies (Bunavail®, Suboxone® tablets/film, Zubsolv®)
b) Campral® (acamprosate)
c) Chantix® (varenicline)
d) Naltrexone (Revia®, Vivitrol®)
e) Nicotine replacement therapy (gum, lozenge, patch, Nicotrol® nasal spray and inhaler)
f) Buprenorphine (Subutex®)
g) Zyban® SR (bupropion SR)
h) Naloxone (Evzio®, Narcan®)
i) Disulfiram (Antabuse®)

3) Mental Health Formulary

a) AHFS 24:08.16 – Central alpha-Agonists
   i) Clonidine ER (Kapvay®) (carved out to FFS for recipients 6-17 years old)
b) AHFS 28:12.08 – Anticonvulsants, Benzodiazepines
   i) Clonazepam (Klonopin®)
   ii) Onfi® (clobazam)
c) AHFS 28.12.92 – Anticonvulsants, Miscellaneous
   i) Aptiom
   ii) Banzel
   iii) Briviact (multiple formulations)
   iv) carbamazepine (multiple formulations)
   v) divalproex (multiple formulations)
   vi) Equetro
   vii) felbamate (multiple formulations)
   viii) Fycompa
   ix) gabapentin (multiple formulations)
   x) Gralise
   xi) Horizant
   xii) Lamictal ODT
   xiii) lamotrigine (multiple formulations)
   xiv)levetiracetam (multiple formulations)
   xv) Lyrica
   xvi)oxcarbazepine (multiple formulations)
   xvii) Oxtellar XR
   xviii) Potiga
   xix)Qudexy XR
   xx) Sabril
   xxi)tiagabine
   xxii) topiramate (multiple formulations)
   xxiii) Trokendi XR
   xxiv) valproic acid (multiple formulations)
   xxv) Vimpat

xxvi) Zonisamide

d) AHFS 28:16.04 – Antidepressants
   i) amitriptyline
   ii) amoxapine
   iii) Aplenzin
   iv) Brisdelle
   v) Brintellix
   vi) bupropion (multiple formulations)
   vii) citalopram (multiple formulations)
   viii) clomipramine
   ix) desipramine
   x) desvenlafaxine (multiple formulations)
   xi) doxepin
   xii) duloxetine
   xiii) escitalopram (multiple formulations)
   xiv) Fetzima
   xv) fluoxetine (multiple formulations)
   xvi) fluvoxamine (multiple formulations)
   xvii) Forfivo XL
   xviii) imipramine
   xix) Khedezla
   xx) maprotiline
   xxi) Marplan
   xxii) mirtazapine (multiple formulations)
   xxiii) nefazodone
   xxiv) nortriptyline
   xxv) olanzapine/fluoxetine
   xxvi) Oleptro ER
   xxvii) paroxetine (multiple formulations)
   xxviii) Pexeva
   xxix) perphenazine/amitriptyline
   xxx) phenelzine
   xxxi) Pristiq
   xxxii) protriptyline
   xxxiii) sertraline (multiple formulations)
   xxxiv) tranylcypromine
   xxxv) trazodone
   xxxvi) trimipramine
   xxxvii) venlafaxine (multiple formulations)
   xxxviii) Viibryd

e) AHFS 28:16.08 – Antipsychotics
   i) Abilify Maintena
   ii) Adasuve
   iii) aripiprazole (multiple formulations)
   iv) Aristada
   v) chlorpromazine
   vi) clozapine (multiple formulations)
   vii) Fanapt
   viii) fluphenazine (multiple formulations)
   ix) Geodon IM
   x) haloperidol (multiple formulations)
   xi) Invega Sustenna

xii) Invega Trinza
xiii) Latuda
xiv)loxapine
xv) molindone
xvi)Nuplazid
xvii) olanzapine (multiple formulations)
xviii) paliperidone
xix)perphenazine
xx) pimozide
xxi)quetiapine
xxii) Rexulti
xxiii) Risperdal Consta
xxiv) risperidone (multiple formulations)
xxv) Saphris
xxvi) Seroquel XR
xxvii) thioridazine
xxviii) thiothixene
xxix) trifluoperazine
xxx) Versacloz
xxxi) Vraylar
xxxii) ziprasidone
xxxiii) Zyprexa Relprevv
xxxiv) Zyprexa Zydis

f) AHFS 28:20.04 – Amphetamines
   i) amphetamine salt combo (multiple formulations)
   ii) dextroamphetamine (multiple formulations)
   iii) Dyanavel XR
   iv) Evekeo
   v) methamphetamine
   vi) Vyvanse
   vii) Zenzedi
g) AHFS 28:20.32 – Respiratory and Cerebral Stimulants
   i) Aptensio XR
   ii) Daytrana
   iii) dexmethylphenidate (multiple formulations)
   iv) methylphenidate (multiple formulations)
   v) Quillichew ER
   vi) Quillivant XR
h) AHFS 28:20.80 – Wakefulness-promoting agents
   i) Armodafinil
   ii) Modafinil
i) AHFS 28:24.08 – Benzodiazepines, anxiolytics, sedatives and hypnotics
   i) alprazolam (multiple formulations)
   ii) chlordiazepoxide
   iii) clorazepate
   iv) diazepam (multiple formulations)
   v) diazepam rectal
   vi) estazolam
   vii) flurazepam
   viii) lorazepam (multiple formulations)
   ix) midazolam
   x) oxazepam

xi) temazepam
xii) triazolam

j) AHFS 28:24.92 – Anxiolytics, sedatives and hypnotics, Miscellaneous
   i) Belsomra
   ii) buspirone
   iii) chloral hydrate
   iv) droperidol
   v) Edluar
   vi) eszopiclone
   vii) Hetlioz
   viii) hydroxyzine (multiple formulations)
   ix) Intermezzo
   x) meprobamate
   xi) Rozerem
   xii) Silenor
   xiii) zaleplon
   xiv) zolpidem (multiple formulations)
   xv) Zolpimist

k) AHFS 28:28.00 – Antimanics
   i) lithium (multiple formulations)

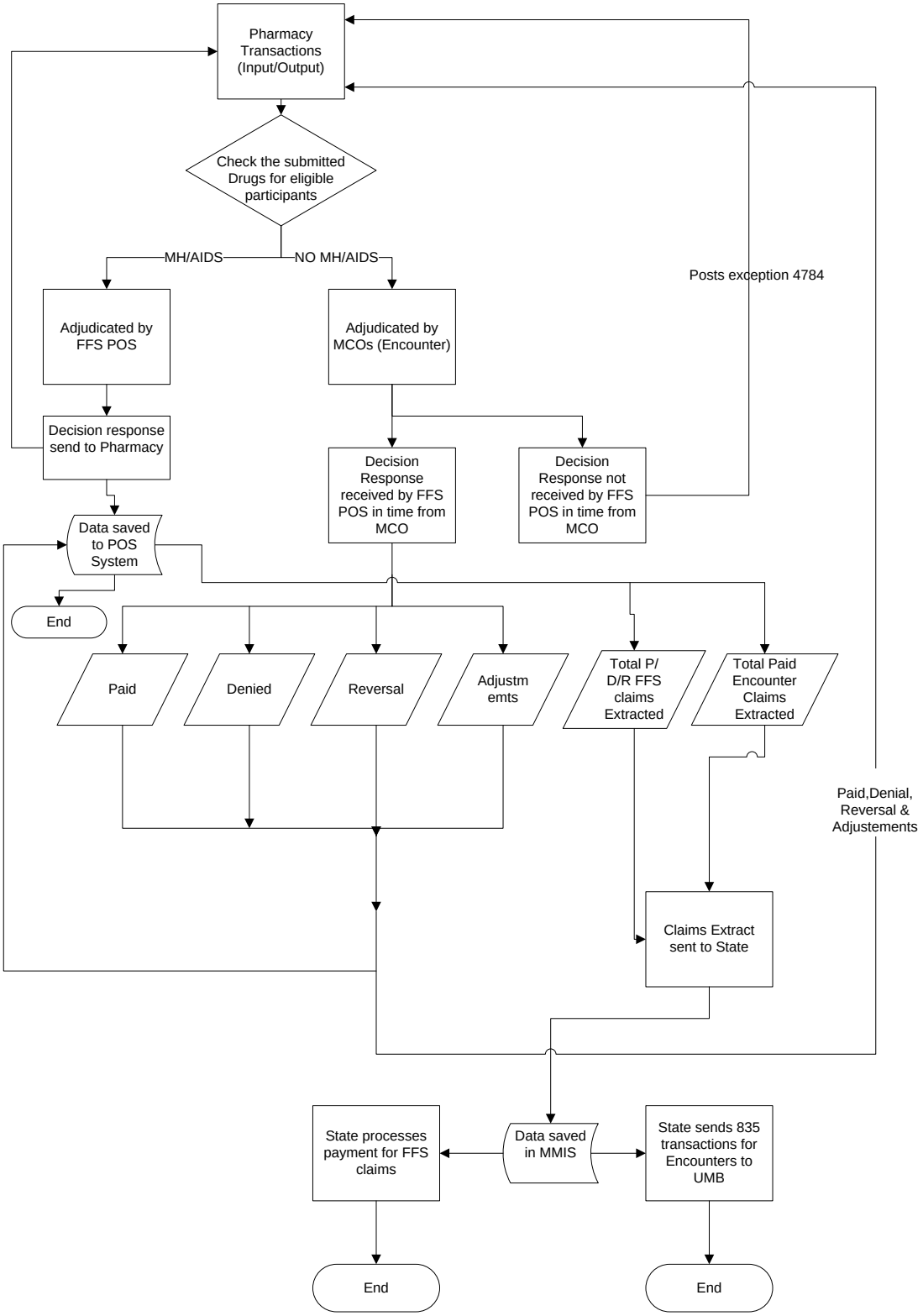
l) AHFS 28:36.08 – Anticholinergics
   i) benztropine (multiple formulations)
   ii) trihexyphenidyl

m) AHFS 28:36.32 – MAO Inhibitors
   i) Emsam

n) AHFS 28:92.00 – Central nervous system agents, Miscellaneous
   i) guanfacine ER (for recipients 6-17 years old)
   ii) Strattera

o) MISCELLANEOUS
   i) When leuprolide acetate or medroxyprogesterone are used for the treatment of adult males with certain diagnosed behavioral disorders, these two drugs will be paid fee-for-service, but will require preauthorization (PA) through the University of Maryland School of Pharmacy CAMP Program at 410-706-3431
      (1) Leuprolide acetate
      (2) medroxyprogesterone

ATTACHMENT X - COORDINATED PRO-DUR CLAIMS PROCESS FLOWCHART



ATTACHMENT Y - LIST OF MARYLAND MANAGED CARE ORGANIZATIONS

MANAGED CARE ORGANIZATIONS LISTING

MedStar Family Choice, Inc.

5233 King Ave

Suite 400

Baltimore MD 21237-4001

Lesley Wallace

410-933-3021

Jai Medical Systems, Inc.

5010 York Road

Baltimore, MD 21212

Amanda Saunders

410- 433-2200

Maryland Physicians Care
509 Progress Drive
Suite 117
Linthicum, MD 21090

Nina Miles-Everett, MD

410-277-9710

Priority Partners
6704 Curtis Court
Glen Burnie, MD 21060
Hugh Fatodu

410-424-4671

United Healthcare Family First

6220 Old Dobbin Lane

Columbia, MD 21046
Mila Klevtsov

1-973-849-1638

UMMS Health Plan

1966 Greenspring Drive

Timonium, MD 21093
Tylade Kolasa

443-341-1566

Kaiser Permanente

4425 Corporation Lane

Virginia Beach, Virginia 23462

Joshua Kaufman

1-757-473-2737

AMERIGROUP Maryland, Inc

22370 Davis Drive, Suite 190

Sterling, VA 20164

Megan Famodu

703-466-4815

ATTACHMENT Z- CALL CENTER PARTICIPANT STATS

Year	Month	Total ACD Calls	Total Answered	Total Abandoned	% Abandoned	Total PDL	Total Medwatch	Total Medicare	Other	% PDL
2016	Jan	2,115	1,899	216	10.21	72	12	179	1,636	3.79
2016	Feb	2,351	2,153	198	8.42	116	6	202	1,829	5.38
2016	March	2,467	2,265	202	8.19	75	11	156	2,023	3.31
2016	Apr	2,120	1,915	205	9.67	71	17	131	1,696	3.71
2016	May	1,871	1,698	173	9.25	54	2	149	1,493	3.2
2016	June	2,265	2,069	196	8.65	63	3	150	1,853	3.04
2016	July	2,289	2,066	223	9.74	196	11	126	1,733	9.48
2016	Aug	2,231	2,058	173	7.75	186	9	115	1,748	9.03
2016	Sept	1,519	1,375	144	9.48	63	7	106	1,199	4.58
2016	Oct	2,178	1,973	205	9.41	80	10	212	1,671	4.05
2016	Nov	1,954	1,730	224	11.16	62	4	189	1,475	3.58
2016	DEC	2,154	1,866	288	13.37	109	1	263	1,493	6.46
		25,514	23,067	2,447	9.59%	1,147	93	1,978	19,849	4.97%

Yearly Totals of Answered Calls for 2016 by Logged Type

1. PDL	1,147
2. POS Rejection	2,247
3. PA for Drugs (Non PDL)	5,262
4. Eligibility	1,194
5. PA form	402
6. Pharmacist call	436
7. PEER	207
8. Nutritional	189
9. Other Programs	2,211
10. Medicare	1,978
11. MedWatch	93
12. Tier 2/Non preferred>18	124
13. Miscellaneous	7,079
14. MD Health Connections	498
TOTAL	**23,067**
Average per Month Calls Received in 2	2,126
Average per Month Calls Answered in	1,922

ATTACHMENT AA - CALL CENTER PROVIDER STATS

Maryland PBM Calls 1/1/2016 to 12/31/2016					
Call Type	Medicaid	KDP	MADAP	BCCDT	TOTAL CALLS
Claim Processing Issue Calls	21,129	269	469	22	21,889
Brand Name Request Calls	2,468	211	159	-	2,838
PA Required Calls	26,463	-	20	-	26,483
Quantity Limit Calls	7,195	-	-	-	7,195
Antipsychotic Calls	8,221	-	-	-	8,221
Coordination of Benefits Calls	4,975	250	400	25	5,650
DUR Calls	3,326	-	-	-	3,326
Refill Too Soon	17,700	7	64	5	17,776
Cost Exceeds Calls	3,066	8	56	7	3,137
Patient Information Calls	28,422	278	352	32	29,084
Opioid Limits Calls (Estimated)	15,000	-	-		15,000
Total	137,965	1,023	1,520	91	**140,599**

Maryland PBM Faxes 1/1/2016 to 12/31/2016					
Faxes	Medicaid	KDP	MADAP	BCCDT	TOTAL FAXES
MARYLAND PA	47,260	-	5	-	47,265
MD GROWTH	143	-	-	-	143
MD MEDWATCH	1,264	-	-	-	1,264
MD NUTRITIONALS	4,756	-	-	-	4,756
MD SYNAGIS	577	-	-	-	577
MD TIER II PA	12,064	-	-	-	12,064
MD VIVITROL	3,350	-	-	-	3,350
OPIOID LIMITS (Estimated)	15,000	-	-	-	15,000
TOTAL	84,414				**84,419**

QA Activity	
Project type	Total Reviewed
Prior Authorizations	42,485
Call Center Calls	2,257
Totals	**44,742**

Maryland PAs Entered by POS Vendor in 2016
100,000

ATTACHMENT BB - INTERFACE LISTING

The following lists the Interfaces necessary to complete the Scope of Work as detailed in this RFP. For file layouts please refer to documents posted to eMaryland Marketplace. **The file layouts for each of the interfaces listed below are posted separately on eMM.**

Interface Name	Direction	Frequency	Transmission Method
Eligibility MD Medicaid	MDH to POS	Daily	Connect:Direct
TPL Carrier MD Medicaid	MDH to POS	Daily	Connect:Direct
Eligibility KDP	MDH to POS	Daily	Connect:Direct
TPL Carrier KDP	MDH to POS	Daily	Connect:Direct
Eligibility MD MADAP	MDH to POS	Daily	Secure FTP
Eligibility MD BCCDT	MDH to POS	Daily	Secure FTP
Provider MD Medicaid	MDH to POS	Daily	Connect:Direct
Provider KDP	MDH to POS	Daily	Connect:Direct
Claims Extract MD Medicaid	POS to MDH	Weekly	Connect:Direct
Claims Extract Encounters	POS to MDH	Weekly	Connect:Direct
Claims Extract KDP	POS to MDH	Weekly	Secure FTP
Claims Extract MADAP	POS to MDH	Weekly	Secure FTP
Claims Extract BCCDT	POS to MDH	Weekly	Secure FTP
Drug Formulary	POS to MDH	Weekly	Connect:Direct
PDL File	MDH to POS	Weekly	Secure FTP
Provider J-Code Claims	MDH to POS	Monthly	Connect:Direct
Provider J-Code Claims BCCDT	MDH to POS	Monthly	Secure FTP
J-Code Claims FFS	MDH to POS	Monthly	Connect:Direct
J-Code Claims Encounters	MDH to POS	Monthly	Connect:Direct
J-Code Claims BCCDT	MDH to POS	Monthly	Secure FTP
Diagnosis Code FFS	MDH to POS	Weekly	Connect:Direct
Diagnosis Code Encounters	MDH to POS	Daily	Connect:Direct

Interface Name	Direction	Frequency	Transmission Method
Drug Rebate Utilization MCO	POS to MDH	Quarterly	Secure FTP
J-Code Crosswalk	POS to MDH	Monthly	Secure FTP
Behavioral Health Carve-Out MCO	POS to MDH	Weekly	Secure FTP
HIV/AIDS Carve-Out MCO	POS to MDH	Weekly	Secure FTP
Drug Rebate Quarterly Utilization Tape to CMS	POS to MDH	Quarterly	Connect:Direct
Drug Rebate Quarterly Utilization File for Supplemental Invoices	POS to MDH	Quarterly	Secure FTP
Prescriber MD Medicaid	TBD	Daily	Connect:Direct
Patient Care Services Claims File	TBD	TBD	Connect:Direct

ATTACHMENT CC - REPORTS LISTING

The following lists the Standard/Canned Reports necessary to complete the Scope of Work as detailed in this RFP. For Report layouts please refer to documents posted to eMaryland Marketplace. **The layouts for each of the reports listed below are posted separately on eMM.**

Report Name	Frequency
Maryland Medicaid Weekly Reports	
Weekly Claims Data Entry Summary	Weekly
Weekly PA Drug Detail by Status Code	Weekly
Weekly Prior Authorization Requests	Weekly
Negative Determinations Report	Weekly
Positive Determinations Report	Weekly
Maryland Medicaid Monthly Reports	
Drug Audit Report Refill Too Soon Overrides	Monthly
Drug Audit Report Duplicate Claim Overrides	Monthly
Drug Audit Report Maintenance Drugs with Less Than 10 Days' Supply	Monthly
Drug Audit Report DAW 1	Monthly
Controlled Substance (NH Recipient)	Monthly
Controlled Substance (Pharmacy Providers)	Monthly
Controlled Substance (Prescribers)	Monthly
Carved Out Drugs Paid Claims Only	Monthly
Adjudicated Claims Analysis	Monthly
Claims with Payment Amount Greater than $400	Monthly
Maryland Medicaid Pharmacies Ranked By Total Payment for Health Choice MCO-AIDS Drugs	Monthly
Top Pharmacies Ranked by Amount Paid	Monthly
Top Pharmacies Ranked by Number of Prescriptions	Monthly
Top Pharmacies Ranked by BWGA Number of Prescriptions	Monthly
Top Prescribers of Controlled Substances Ranked by Amount Paid	Monthly
Top Prescribers of Controlled Substances Ranked by Number of Prescriptions	Monthly

Report Name	Frequency
Top Prescribers Ranked by Amount Paid	Monthly
Top Prescribers Ranked by Number of Prescriptions	Monthly
Top Prescribers Ranked by Average Prescription Cost	Monthly
Top Prescribers Ranked by Brand with Generic Available Number of Prescriptions	Monthly
Top Prescribed Drugs Ranked by Amount Paid	Monthly
Top Prescribed Drugs Ranked by Number of Prescriptions	Monthly
Top Prescribed Injectable Ranked by Amount Paid	Monthly
Top Prescribed OTC Drugs Ranked by Amount Paid	Monthly
Top Therapeutic Classes Ranked by Amount Paid	Monthly
Top Therapeutic Classes Ranked by Number of Prescriptions	Monthly
Claims Payment Summary	Monthly
Top Utilizers Ranked by Amount Paid	Monthly
Top Utilizers Ranked by Number of Prescriptions	Monthly
Top Utilizers of Controlled Substances Ranked by Amount Paid	Monthly
Top Utilizers of Controlled Substances Ranked by Number of Prescriptions	Monthly
Age-Sex Utilization Summary	Monthly
Monthly Prior Authorization Status	Monthly
Top Prescribers Ranked by Ingredient Cost Allowed	Monthly
Denied Exceptions Ranked by Number of Edits Posted	Monthly
Paper Claims Summary	Monthly
Paper Claims Submissions	Monthly
Monthly Payment Summary	Monthly
Cost Sharing Savings	Monthly
Plan Sponsor Cost Summary	Monthly
Executive summary	Monthly
Denied Claims Analysis	Monthly

Report Name	Frequency
Monthly Denied claims	Monthly
Over $400 Report	Monthly
Coordination of Benefits Report	Monthly
Maryland Medicaid Prescriber Reports	
Prescriber Activity Reports	Weekly
Prescriber Sanction Report	Weekly
Invalid Prescribers as per Source data (Pass Check digit logic only)	Weekly
Maryland Medicaid FDB Report	
POS NDC MDSPAN UPDT RPRT – MediSpan Price change	Monthly
POS NDC UPDT RPRT – FDB Price change report	Monthly
Maryland Medicaid Interface Files Reports – Load/Update/Reconciliation	
Eligibility Update report	Daily
Eligibility Update report – Deletes	Daily
Provider Eligibility Update Report	Daily
Reject Analysis Report	Daily
OSOP/Encounter Claims Extract Reconciliation Report	Weekly
OSOP/Encounter Claims Extract Produced Errors	Weekly
OSOP/Encounter Claims Error Reconciliation Report	Weekly
STATE PRESCRIBER SANCTIONS LOG Report	As Required
STATE PRESCRIBER SANCTIONS LOG Error Report	As Required
Maryland Medicaid Miscellaneous Reports	
Operational Performance Report	Monthly
MONTHLY INJECTABLE FFS TOTAL REPORT	Monthly
MONTHLY INJECTABLE ENCOUNTERS TOTAL REPORT	Monthly
J-Code Claims load report	Monthly
J-Code Claims Error report	Monthly
Maryland Medicaid DUR Board Meeting Reports	

Report Name	Frequency
Top 20 Drugs by DUR Conflict	Quarterly
Prospective DUR Cost Avoidance by Amount Paid	Quarterly
Summary Report by DUR Conflict, Intervention, and Outcome Codes	Quarterly
Preferred Drug List (PDL) Prior Authorization (PA) Report	Quarterly
Call Center Report	Quarterly
Maryland Medicaid Annual CMS Reports	
Top 20 Drugs by DUR Conflict	Annual
Prospective DUR Cost Avoidance by Amount Paid	Annual
Summary Report by DUR Conflict, Intervention, and Outcome Codes	Annual
Summary report which includes, top 10 PA Requests by Drug Name, top 10 PA Requests by Drug Class, top 5 Denial Reasons, top 10 Drug Names by Amount Paid and % of Total Spent by Amount Paid, top 10 Drug Names By Claim Count and % of Total Claims.	Annual
Maryland Medicaid P&T Committee Quarterly Report	
Preferred Drug List (PDL) Prior Authorization (PA) Report	Quarterly
Top 10 PDL PAs by Therapeutic Classes	Quarterly
BCCDT Weekly Reports	
Weekly PA Drug Detail by Status Code	Weekly
Weekly Prior Authorization Requests	Weekly
Weekly Claims Data Entry Summary	Weekly
BCCDT Monthly Reports	
Drug Audit Report Refill Too Soon Overrides	Monthly
Drug Audit Report Duplicate Claim Overrides	Monthly
COB Claims Where Other Amount Paid is <$3	Monthly
Adjudicated Claims Analysis	Monthly
Claims with payment Amount >$400	Monthly
BCCDT Active Insurance Report	Monthly
BCCDT Monthly Drug Costs Report	Monthly

Report Name	Frequency
BCCDT Override Report	Monthly
BCCDT PBM Override Report	Monthly
Top Pharmacies Ranked by Amount Paid	Monthly
Top Pharmacies Ranked by Number of prescriptions	Monthly
Top Prescribers of Controlled Substances Ranked by Number of Prescriptions	Monthly
Top Utilizers Ranked by Amount Paid	Monthly
Top Utilizers Ranked by Number of Prescriptions	Monthly
Top Utilizers of Controlled Substances Ranked by Number of Prescriptions	Monthly
Top Prescribed Drugs Ranked by Amount Paid	Monthly
Top Prescribed Drugs Ranked by Number of Prescriptions	Monthly
Top Prescribed Injectable Drugs Ranked by Amount Paid	Monthly
Top Therapeutic Classes Ranked by Amount Paid	Monthly
Top Therapeutic Classes Ranked by Number of Prescriptions	Monthly
Claims Payment Summary	Monthly
Monthly Prior Authorization Status	Monthly
BCCDT Interface Reports – Load/Update/Reconciliation	
Eligibility update report	Daily
BCCDT Claims Extract Reconciliation Report	Weekly
BCCDT Claims Error Reconciliation Report	Weekly
Reject Analysis Report	Daily
KDP Weekly Reports	
Weekly Claims Data Entry Summary	Weekly
Weekly PA Drug Detail by Status Code	Weekly
KDP Monthly Reports	
Drug Audit Report Refill Too Soon Overrides	Monthly
Drug Audit Report Duplicate Claim Overrides	Monthly

Report Name	Frequency
Drug Audit Report Maintenance Drugs with Less Than 10 Days' Supply	Monthly
Drug Audit Report DAW 1 and DAW 4 Utilization	Monthly
Claims Level Detail	Monthly
Controlled Substance (Provider)	Monthly
KDP COB Quarterly Report	
COB_2_3_4_KDP Monthly	Quarterly
KDP Interface Files Reports – Load/Update/Reconciliation	
Eligibility update report	Daily
KDP Claims Extract Reconciliation Report	Weekly
KDP Claims Extract Produced Errors	Weekly
KDP Claims Error Reconciliation Report	Weekly
Reject Analysis Report	Daily
MADAP Monthly Reports	
MADAP MEDICAID Eligible Report	Monthly
MADAP Active Insurance Report	Monthly
MADAP Override Report	Monthly
MADAP PBM Override Report	Monthly
MADAP Insurance Problem Report	Monthly
MADAP Monthly Drug Costs Report	Monthly
MADAP Interface Files Reports – Load/Update/Reconciliation	
Eligibility Update Report	Daily
MDADAP Claims Extract Reconciliation Report	Weekly
MDADAP Claims Error Reconciliation Report	Weekly
Reject Analysis	Daily
Call Center Monthly Reports	
Call Center Stats	Monthly
Busy Hour Report	Monthly

Report Name	Frequency
Fax SLA Report	Monthly
Drug Rebate Reports	
Dispute Resolution Log	Quarterly
Monthly Receipt Listing By Program (Excel)	Monthly
Dunning Notice Report	45 and 75 days after invoice mail date
Invalid Data on CMS Tape Rebate File	Quarterly
CMS 64.9R Quarterly Report	Quarterly
CMS 64.9R Quarterly backups	Quarterly
Monthly correction log (Excel)	Monthly
DRAFY100/DCL month end reconciliation report (Excel)	Monthly
210 Days collection unit referrals report	210 days after Invoice Mail Date
Quarterly Rebate Project Plan (Excel)	Quarterly
Dunning Notices Timeline Chart (Excel)	Quarterly
Drug Rebate Parameter Driven Reports	
Claims Load Audit	On-Demand
Invoiced Claims Audit	On-Demand
Claims Level Detail Report (No PHI)	On-Demand
Claims Level Detail Report (With PHI)	On-Demand
PHS Providers	On-Demand
Interest Received	On-Demand
Invoice Totals for Qtr	On-Demand
Labeler Contact Listing	On-Demand
Labeler Information Sorted Alphabetically	On-Demand
Labeler Paid Amount vs. Billed Amount	On-Demand
Threshold Invoice Totals for Quarter	On-Demand
Adjustments by Reason Code	On-Demand

Report Name	Frequency
Current vs. Previous Quarter Invoice Comparison	On-Demand
Executive Summary	On-Demand
J-Code List or sorted Quarterly	On-Demand
Labeler Account Balance	On-Demand
Labeler Account Balance (As of Date)	On-Demand
Manufacturer Outstanding Balance	On-Demand
Quarterly Labeler Account Balance/ Crosstab	On-Demand
Summary of Adjustment by Quarter	On-Demand
List Rates by Quarter by Labeler	On-Demand
Pharmacy Programs Drug Rebate Invoice (CMSR - 144)	On-Demand
NDC Summary	On-Demand
Payment Receipt Detail	On-Demand
Rate Discrepancy	On-Demand
Summary of Payment	On-Demand
Zero Rebate Rate	On-Demand
Batch Listing	On-Demand
Cash Receipt Detail	On-Demand
Cash Receipt Recap Support Summary	On-Demand
Total Dollars by Check Number	On-Demand
Rebate Data Discrepancies	On-Demand
Rebate/NDC Unit Type Discrepancies	On-Demand
CMS Listing For DESI Types 5 & 6 by Drug NDC	On-Demand
Invoice Amount Exceeds Claim Paid Amount	On-Demand
Claim Reconciliation	On-Demand
Drug Type Summary Report (total 3 Screens)	On-Demand
CMS Mismatches Report	On-Demand
Invoice detail report (Multiple screens)	On-Demand

Report Name	Frequency
NDC Activity Report	On-Demand
New Reports – The following reports are new to this RFP and do not have samples in the POS Procurement Library. Format and frequency for the following deliverables shall be established by the Contract Manager.	
Enhancement Hours Report	TBD
All Current Edits with PA Flag	TBD
Coordinated PRO-DUR/MCO Claims Reconciliation	TBD
% Exempt Providers including % of Drug Categories	TBD
PDL Error and Warning	TBD
Aberrant/Questionable Claims Data Report	TBD
Drug Rebate Financial Report - Substance Use Disorder Drugs	TBD
Clinical Support Activities and Impact	TBD
Quality Management Activities Report	TBD
Call Center Service Level Metrics Report	TBD
Customer Satisfaction Survey Statistics	TBD
Annual Customer Satisfaction Measure Report	TBD
Drug Market Analysis Report	TBD
Benefit Drug Cost Drivers Analysis Report	TBD
Prescribing/Utilization Trends and Participant Profile Quarterly Analysis Report	TBD
Market Analysis Report	TBD
Transition Documents Gap Analysis Report	TBD
Transition Status Report	TBD

ATTACHMENT DD - CONNECT:DIRECT INFORMATION

CONNECT:DIRECT

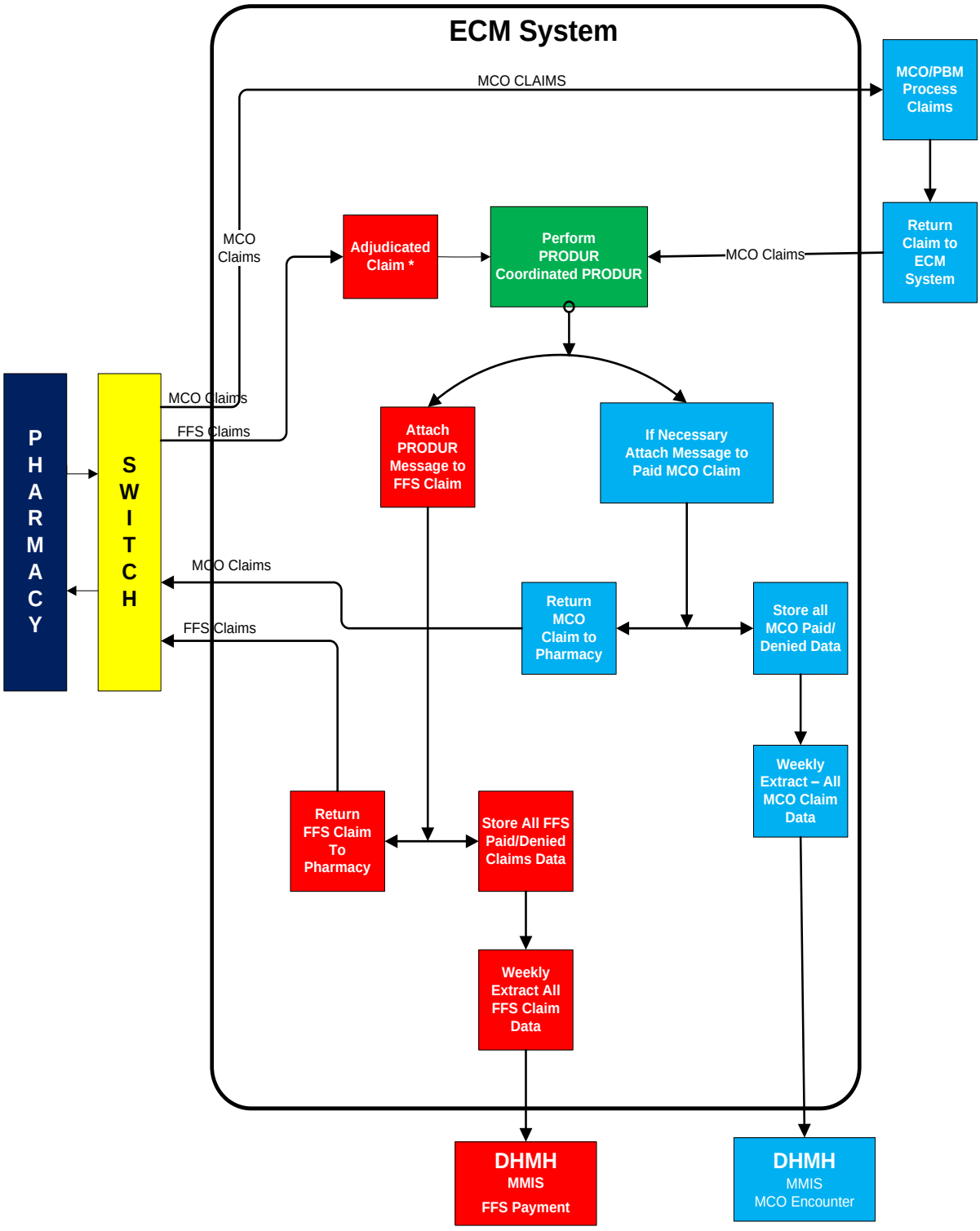
Contractor shall establish connectivity via Connect:Direct to ADC. ADC uses an IP solution for their Connect:Direct customers. The IP connection using Connect:Direct will be over the Internet, not a private connection to ADC. With the connection via the Internet, it is mandatory to utilize the Secure+ feature which is additional Connect:Directsoftware the Contractor will need to purchase. Connect:Direct by IBM Sterling Commerce is the supported connectivity standards for file exchange between ADC and vendors of the State of Maryland. The contractor may also obtain IBM Sterling Certificate Wizard, a free software download, to create SSL certificates used with IBM sterling Secure+ software.

ATTACHMENT EE - COORDINATED PRO-DUR CLAIMS VOLUME

Run for 02/01/16 to 01/31/17

Status Code	Rx Count
D	6,019,027
P	15,237,877
Total	21,256,904

ATTACHMENT FF - ELECTRONIC CLAIMS MANAGEMENT SYSTEM FLOWCHART



* Claims are adjudicated using State provided business rules/edits for Participant/Provider/Prescriber eligibility, high cost, PA required, pricing the claims, covered/non covered drugs, PDL, Clinical PA, etc

ATTACHMENT GG - DRUG REBATE VOLUME

Program		3Q2015 MAILED 11/12/15	4Q2015 MAILED 2/10/16	1Q2016 MAILED 5/12/16	2Q2016 MAILED 8/12/16
FEDERAL	Invoiced Amount	47,646,218.83	41,605,777.06	38,884,685.04	37,650,861.23
	Number of Invoices Sent	460	466	456	464
	Collections**	46,737,148	46,905,421	41,136,596	38,232,382
ACA FFS	Invoiced Amount	19,103,476.37	17,799,598.44	18,874,148.43	20,772,405.53
	Number of Invoices Sent	309	325	323	314
	Collections**	15,891,325	17,370,854	17,545,105	17,240,409
MCHIP FFS	Invoiced Amount	6,344,279.87	8,550,305.58	9,943,199.43	10,029,179.56
	Number of Invoices Sent	251	250	252	259
	Collections**	4,883,279	5,790,671	8,153,781	9,779,921
FP-FFS	Invoiced Amount	52,871.28	40,006.85	28,120.32	21,877.39
	Number of Invoices Sent	42	44	36	33
	Collections**	29,048	58,619	32,482	33,271
BCC-FFS	Invoiced Amount	141,320.36	107,349.12	95,657.80	90,068.13
	Number of Invoices Sent	114	104	105	102
	Collections**	117,268	136,144	107,854	96,064
REF-FFS	Invoiced Amount	271.13	50.39	894.89	307.45
	Number of Invoices Sent	7	6	10	8
	Collections**	73	270	-	840
TOTAL FFS	Invoiced Amount	73,288,437.84	68,103,087.44	67,826,705.91	68,564,699.29
	Number of Invoices Sent	1183	1195	1182	1180
	Collections**	67,658,141	70,261,979	66,975,818	65,382,887
MCO	Invoiced Amount	45,411,879.76	42,805,960.26	44,782,453.91	44,029,597.99
	Number of Invoices Sent	492	486	494	500
	Collections**	48,381,730	41,995,127	50,792,371	44,144,597
ACA-MCO	Invoiced Amount	29,799,989.87	31,826,385.89	33,134,437.47	36,674,527.46
	Number of Invoices Sent	388	388	399	405
	Collections**	26,924,771	25,709,904	35,998,242	31,683,132
MCHIP-MCO	Invoiced Amount	5,849,506.26	7,607,503.43	9,642,337.86	10,366,185.45
	Number of Invoices Sent	287	302	300	307
	Collections**	3,540,662	4,196,760	7,917,191	9,339,316
FP-MCO	Invoiced Amount	25.82	-	-	-
	Number of Invoices Sent	1			
	Collections**	204	26		
TOTAL MCO	Invoiced Amount	81,061,401.71	82,239,849.58	87,559,229.24	91,070,310.90
	Number of Invoices Sent	1,168	1,176	1,193	1,212
	Collections**	78,847,367	71,901,817	94,707,804	85,167,045

Program		3Q2015 MAILED 11/12/15	4Q2015 MAILED 2/10/16	1Q2016 MAILED 5/12/16	2Q2016 MAILED 8/12/16
STATE ONLY	Invoiced Amount	41,460.98	43,959.88	42,533.24	40,683.93
	Number of Invoices Sent	67	63	52	55
	Collections**	42,392.00	23,602.00	41,654.00	35,648.00
KDP	Invoiced Amount	646,909.93	546,129.93	919,942.16	696,822.36
	Number of Invoices Sent	71	75	77	72
	Collections**	736,905.00	126,970.00	974,740.00	839,185.00
BCCDT	Invoiced Amount	61,840.95	56,196.94	108,316.48	43,366.15
	Number of Invoices Sent	90	87	78	73
	Collections**	23,481.00	122,863.00	71,548.00	490,996.00
MADAP - 340B (current volume)	Invoiced Amount	0.00	0.00	0.00	0.00
	Number of Invoices Sent	129	130	129	130
	Collections**	10,636,623	16,646,233	12,683,961	10,938,322
MADAP - ACTF Supplemental (estimated volume)* **	**Invoiced Amount**				
	Number of Invoices Sent	**11**	**11**	**11**	**11**
	Collections				

** Please note that these Collections totals were received during the quarter, and not necessarily payments for the amount invoiced for that quarter.

*** MADAP - ACTF Supplemental is a new program to be developed and the number of invoices reflected are estimated.

ATTACHMENT HH - TOTAL CLAIM VOLUME FOR POSECMS FOR MPP

MMPP

Sum of Rx Count	Column Labels			
Row Labels	**Denied**	**Paid**	**Reversal**	**Grand Total**
Jul-15	457512	443784	75863	977159
Aug-15	445317	431006	72942	949265
Sep-15	456150	432800	72085	961035
Oct-15	449583	436725	72043	958351
Nov-15	417402	407484	66170	891056
Dec-15	447929	431453	70794	950176
Jan-16	400164	407717	68434	876315
Feb-16	440897	415812	67508	924217
Mar-16	448374	456505	73484	978363
Apr-16	403294	424773	67699	895766
May-16	400523	430837	69117	900477
Jun-16	390499	424187	67299	881985
Jul-16	378775	408252	65775	852802
Aug-16	404887	444218	70831	919936
Sep-16	390338	426458	69864	886660
Oct-16	396806	432198	70037	899041
Nov-16	386452	429916	68669	885037
Dec-16	397432	432588	67747	897767
Grand Total	**7512334**	**7716713**	**1256361**	**16485408**

KDP

Sum of Rx Count	Column Labels			
Row Labels	**Denied**	**Paid**	**Reversal**	**Grand Total**
Jul-15	3851	2462	229	6542
Aug-15	3644	2371	241	6256
Sep-15	3447	2325	217	5989
Oct-15	3657	2425	219	6301
Nov-15	3333	2304	213	5850
Dec-15	3444	2411	255	6110
Jan-16	4910	2972	253	8135
Feb-16	4517	2969	316	7802
Mar-16	4589	2733	249	7571
Apr-16	3925	2426	206	6557
May-16	3821	2593	215	6629
Jun-16	3836	2487	207	6530
Jul-16	3171	2040	201	5412
Aug-16	3324	2459	205	5988
Sep-16	3133	2345	230	5708
Oct-16	2866	2000	208	5074
Nov-16	2445	1900	175	4520
Dec-16	2630	1931	194	4755
Grand Total	**64543**	**43153**	**4033**	**111729**

MADAP

Sum of Rx Count	Column Labels			
Row Labels	**Denied**	**Paid**	**Reversal**	**Grand Total**
Jul-15	7190	9582	1368	18140
Aug-15	6460	9065	1345	16870
Sep-15	6617	8730	1237	16584
Oct-15	7108	8711	1216	17035
Nov-15	6428	8361	1365	16154
Dec-15	6796	8857	1392	17045
Jan-16	11178	11196	1811	24185
Feb-16	11025	11812	1820	24657
Mar-16	10571	12313	2138	25022
Apr-16	7995	10331	1750	20076
May-16	7737	10218	1743	19698
Jun-16	7817	10081	1647	19545
Jul-16	7471	9370	1563	18404
Aug-16	7345	9664	1593	18602
Sep-16	7228	9143	1596	17967
Oct-16	7823	9136	1922	18881
Nov-16	7534	9137	1800	18471
Dec-16	7444	8779	1466	17689
Grand Total	**141767**	**174486**	**28772**	**345025**

BCCDT

Sum of Rx Count	Column Labels			
Row Labels	**Denied**	**Paid**	**Reversal**	**Grand Total**
Jul-15	486	485	107	1078
Aug-15	464	420	91	975
Sep-15	441	425	70	936
Oct-15	537	438	94	1069
Nov-15	382	362	75	819
Dec-15	445	392	63	900
Jan-16	459	356	73	888
Feb-16	461	364	63	888
Mar-16	492	420	69	981
Apr-16	605	396	83	1084
May-16	530	401	81	1012
Jun-16	425	325	53	803
Jul-16	469	392	91	952
Aug-16	533	358	66	957
Sep-16	520	399	70	989
Oct-16	469	373	94	936
Nov-16	456	307	52	815
Dec-16	423	323	71	817
Grand Total	**8597**	**6936**	**1366**	**16899**

*MSOP claims volume is not significant enough to merit a table.

ATTACHMENT II - LABELER CONTACT FILE LAYOUT FOR REBATE

CMS LABELER CONTACT FILE
RECORD FORMAT
Effective: February 2010

Source: CMS
Target: State Agencies

Field	Size	Position	Remarks
Labeler Code	5	1 - 5	NDC #1
Labeler Name	39	6 - 44	Manufacturer Name
Optional Eff. Date	8	45 - 52	MMDDYYYY
Termination Date	8	53 - 60	MMDDYYYY
Legal Contact Name	39	61 - 99	Name of Legal Contact
Legal Corporation	39	100 - 138	Corporation Name
Legal Address #1	39	139 - 177	Legal Address Line 1
Legal Address #2	39	178 - 216	Legal Address Line 2
Legal Address #3	39	217 - 255	Legal Address Line 3
Legal City	27	256 - 282	
Legal State	2	283 - 284	
Legal Zip	9	285 - 293	X(9)
Legal Phone	14	294 - 307	X(14) Area Code, Number, Extension
Legal Email	40	308 - 347	Legal Contact Email Address
Invoice Contact	39	348 - 386	Name of Invoice Contact
Invoice Corp.	39	387 - 425	Corporation Name
Invoice Address 1	39	426 - 464	Invoice Address Line 1
Invoice Address 2	39	465 - 503	Invoice Address Line 2
Invoice Address 3	39	504 - 542	Invoice Address Line 3
Invoice City	27	543 - 569	
Invoice State	2	570 - 571	
Invoice Zip	9	572 - 580	X(9)
Invoice Phone	14	581 - 594	X(14) Area Code, Number, Extension
Invoice Email	40	595 - 634	Invoice Contact Email Address
Technical Name	39	635 - 673	Name of Technical Contact
Technical Corp.	39	674 - 712	Corporation Name
Technical Address 1	39	713 - 751	Technical Address Line 1
Technical Address 2	39	752 - 790	Technical Address Line 2
Technical Address 3	39	791 - 829	Technical Address Line 3
Technical City	27	830 - 856	
Technical State	2	857 - 858	
Technical Zip	9	859 - 867	X(9)
Technical Phone	14	868 - 881	X(14)
Technical Email	40	882 - 921	Technical Contact Email Address
Active Indicator	1	922 - 922	0=Old, 1=Currently Active
Filler	2	923 – 924	

Logical Record Length = 924 Block
Size = 27720
*Labeler Contact file is second physical file on rebate tape.

ATTACHMENT JJ - URA REBATE LAYOUT

QUARTERLY DRUG REBATE FILE

Quarterly URA File Format and Data Definitions

August 2016

Source: CMS

Target: State Agencies

Field	Size	Position	Remarks
Record ID	4	1 - 4	Constant of "01@@"
Labeler Code	5	5 - 9	NDC #1
Product Code	4	10 - 13	NDC #2
Package Size Code	2	14 - 15	NDC #3
Period Covered	5	16 - 20	QYYYY
Prd. FDA Reg. Name	10	21 - 30	See Data Element Definitions
Drug Category	1	31 - 31	See Data Element Definitions
Filler	1	32 - 32	Spaces
FDA Thera. EQ. CD.	2	33 – 34	See Data Element Definitions
Unit Type	3	35 – 37	See Data Element Definitions
Units Per Pkg Size	10	38 – 47	9999999V999
Rebate Amt. Per Unit (a.k.a. URA)	11	48 – 58	99999V999999
URA Type	1	59-59	See Data Element Definitions
FDA Approval Date	8	60 – 67	MMDDYYYY

Date Entered Market	8	68 – 75	MMDDYYYY
Termination Date	8	76 – 83	MMDDYYYY
Date Termination Date Reported	8	84 - 91	MMDDYYYY
Drug Type Indicator	1	92 – 92	See Data Element Definitions
Clotting Factor Indicator	1	93 – 93	Y or N
Pediatric Indicator	1	94 – 94	Y or N
COD Status	2	95 – 96	See Data Element Definitions
FDA Application No./OTC Monograph No.	7	97 – 103	See Data Element Definitions
Reactivation Date	8	104 – 111	MMDDYYYY
Line Extension Drug Indicator	1	112 - 112	See Data Element Definitions
Record Type Indicator	1	113 – 113	See Data Element Definitions

Logical Record Length = 113

URA FILE DATA DEFINITIONS

Record ID:

Constant value of "01@@"

Labeler Code:

First segment of National Drug Code (NDC1) that identifies the manufacturer, labeler, re-labeler, packager, re-packager or distributor of the drug

Product Code:

Second segment of National Drug Code (NDC2)

Package Size Code:

Third segment of National Drug Code (NDC3)

Period Covered:

Calendar year and quarter covered by data submission (QYYYY)

Valid values for Q:

1 = January 1 - March 31
2 = April 1 - June 30
3 = July 1 - September 30
4 = October 1 - December 31

Valid values for YYYY: Four-digit calendar year covered.

Product Name:

Product name as approved by and/or listed with the FDA.

Drug Category:

Classification of drug

N = Non-innovator multiple source – Generic

S = Single source – Brand name

I = Innovator multiple source – Brand Name

Therapeutic Equivalency Code (TEC)

The classification as contained in the FDA publication "Approved Drug Products with Therapeutic Equivalence Evaluations" (the FDA Orange Book) for the last day of the calendar quarter for which the rebate payment is being made. This 2 digit code begins with either an "A" (therapeutically equivalent to other products), a "B" (not therapeutically equivalent to any other product), or contains "NR" (not rated) rating. Products are considered equivalent if they contain the same active ingredients, are of the same dosage form and are identical in strength.

http://www.fda.gov/cder/ob/default.htm

Unit Type:

Basic measurement that represents the smallest unit by which the drug is normally measured. The rebate amount will be calculated per unit.

Valid Values:

AHF = refers only to injectable Anti-Hemophilic Factor units

CAP = Capsule

SUP = Suppository

GM = Gram

ML = Milliliter
TAB = Tablet

TDP = Transdermal patch

EA = EACH (Refers to drugs not identifiable by any other unit type)

Units Per Package Size:

Total number of units, as defined in the Unit Type field, in the smallest dispensable container or entity for the product defined by the full NDC.

Rebate Amount Per Unit (a.k.a. URA):

The CMS calculated amount per unit type to be claimed as a rebate by the state.

URA Type:

The methodology that CMS used to calculate the URA. For any drug that is not a Line Extension, the URA type will be the Standard methodology, and for Line Extension drugs the URA type will be the

greater of the Standard or Alternative methodology. NOTE: If a zero URA appears on the quarterly file (i.e., along with a "1" rebate indicator), the URA Type field will be blank.

Valid Values:

S = Standard

A = Alternative

FDA Approval Date:

Date of FDA Approval of the NDA, without regard to whether the drug has been sold or transferred to any entity, including a subsidiary or division of the original manufacturer.

Date Entered Market:

If marketed prior to 10-01-1990, first date of the first month that the drug was marketed for the entire month; otherwise, actual date the product is marketed.

Termination Date:

Date drug was withdrawn from market or shelf life of last lot sold if no longer manufactured/distributed by labeler.

Date Termination Date Reported:

Date on which the reported Termination Date was certified by the labeler in DDR.

D**rug Type Indicator:**

Indicator to show whether this drug product can be acquired only by prescription or can be acquired Over-the-Counter (OTC).

Valid values:

1 = Rx
2 = OTC

Clotting Factor Indicator:

In accordance with section 1927(c)(1)(B)(iii) of the Social Security Act, an indicator which identifies a Single Source or Innovator Multiple Source drug as a clotting factor for which a separate furnishing payment is made under section 1842(o)(5) of the Act.

Valid values:

Y = Yes

N = No

Pediatric Indictor:

In accordance with section 1927(c)(1)(B)(iii) of the Social Security Act, an indicator which identifies a Single Source or Innovator Multiple Source drug approved by the FDA exclusively for pediatric indications for patients in the FDA-defined pediatric age group (i.e., birth to 16 years).

Valid values:

Y = Yes

N = No

COD Status:

A category that identifies whether or not a product meets the statutory definition of a covered outpatient drug in accordance with sections 1927(k)(2) to 1927(k)(4) of the Social Security Act.

Valid Values:

01 = Abbreviated New Drug Application (ANDA)
02 = Biological License Application (BLA)
03 = New Drug Application (NDA)
04 = NDA Authorized Generic
05 = DESI 5* – LTE/IRS drug for all indications
06 = DESI 6* – LTE/IRS drug withdrawn from market
07 = Prescription Pre-Natal Vitamin or Fluoride
08 = Prescription Dietary Supplement/Vitamin/Mineral (Other than Prescription Pre-Natal Vitamin or Fluoride)
09 = OTC Monograph Tentative
10 = OTC Monograph Final
11 = Unapproved Drug – Drug Shortage
12 = Unapproved Drug – Per 1927(k)(2)(A)(ii)

13 = Unapproved Drug – Per 1927(k)(2)(A)(iii)

*NDCs with a COD Status of DESI 5/6 are not eligible for coverage or rebates under the Medicaid Drug Rebate Program.

FDA Application No./OTC Monograph No.:

For drugs with a COD status of ANDA, BLA, NDA, or NDA Authorized Generic, this is the seven-digit application number that is assigned by the FDA for approval to market a generic drug or new drug in the United States.

For drugs with a COD status of OTC Monograph Tentative or Final, this is the FDA's regulatory citation for the OTC. 7 alphanumeric characters. For drugs with a COD Status of OTC Monograph Final, the first four characters are a constant of "PART"; the last three characters are the numeric values for the appropriate regulatory citation for the product (e.g., "225"). For drugs with a COD Status of OTC Monograph Tentative, the first four characters are a constant of "PART"; the last three characters are the numeric values for the appropriate regulatory citation for the product, or 3 zeroes if a Monograph Number is not available.

For drugs with a COD Status other than ANDA, BLA, NDA, NDA Authorized Generic, OTC Monograph Final, or OTC Monograph Tentative, the FDA Application No./OTC Monograph No. field should be zero-filled.

Reactivation Date: The date on which a terminated product is re-introduced to the market.

Line Extension Drug Indicator:

Identifies whether a product is a line extension drug as defined in Section 1927 (c)(2)(C) of the Social Security Act. NOTE: If a Line Extension Drug Indicator has not been reported for an NDC, this field will be blank on the quarterly file.

Valid Values:

Y = Yes

N = No

Record Type Indicator:

0 Indicator = initial, valid URA for an NDC and a particular quarter/year

1 Indicator = zero URA (due to missing quarterly pricing, 400/400 edit, systems edits, etc.)
2 Indicator = value of previously calculated URA
3 Indicator = value of replacement URA (always appears along with a corresponding 2 Indicator record)
4 Indicator = value of each initial Termination Date and value of each initial Reactivation Date in a Termination/Reactivation Date set. (Each NDC can have more than one set of Termination/Reactivation Dates.)

5 Indicator = value of previously reported Termination Date and/or Reactivation Date period
6 Indicator = value of replacement Termination Date and/or Reactivation Date period (always appears along with a corresponding 5 Indicator record)
7 Indicator = URA for this quarter/year is no longer valid due to a product change by the labeler (e.g., Term. Date change, Market Date change, etc.)
8 Indicator = URA for this quarter/year was previously invalid, but is now valid again due to another product data change by the labeler (e.g., Term. Date change, Market Date change, etc.)

ATTACHMENT KK - UROA REBATE LAYOUT

QUARTERLY DRUG REBATE FILE

Quarterly UROA File Format and Data Definitions

February 2015

Source: CMS Target: State Agencies

Field	Size	Position	Remarks
Record ID	4	1 - 4	Constant of "99@@"
Labeler Code	5	5 - 9	NDC #1
Product Code	4	10 - 13	NDC #2
Package Size Code	2	14 - 15	NDC #3
Period Data Represents	7	16 – 22	MMMYYYY
Unit Rebate Offset Amt.	11	23 - 33	99999V999999
Record Type Indicator	1	34 – 34	See Data Element Definitions

Logical Record Length = 34
Block Size = 9010
Cartridge Name = FOREIGN.OPCART.ROqyyyy.xx
q = 1 Digit Calendar Quarter (i.e., 1, 2, 3, or 4) yyyy
= 4 Digit Year (i.e., 2010, 2011, etc.) xx = 2
Character State code (i.e., MD)
Example: FOREIGN.OPCART.RO42010.MD

UROA FILE DATA DEFINITIONS

Records ID: Constant value of "99@@"

Labeler Code:	First segment of National Drug Code (NDC1) that identifies the manufacturer, labeler, relabeler, packager, re-packager or distributor of the drug.
Product Code:	Second segment of National Drug Code (NDC2).
Package Size Code:	Third segment of National Drug Code (NDC3).
Period Data Represents:	Calendar months and year the data represents (MMMYYYY) Valid values for MMM: JFM = January, February, March AMJ = April, May, June JAS = July, August, September OND = October, November, December Valid values for YYYY: Four-digit calendar year covered.

UROA: The CMS calculated amount per unit type

Record Type Indicator:

0 Indicator = initial, valid UROA for an NDC and a particular quarter/year
1 Indicator = zero UROA (due to missing quarterly pricing, 400/400 edit, systems edits, etc.)
5 Indicator = UROA for this quarter/year is no longer valid due to a product change by the labeler (e.g., Termination Date change, Market Date change, etc.)
6 Indicator = UROA for this quarter/year was previously invalid, but is now valid again due to another product data change by the labeler (e.g., Termination Date change, Market Date change, etc.)
8 Indicator = value of previously calculated UROA
9 Indicator = value of replacement UROA (always appears along with a corresponding 8 Indicator record)

ATTACHMENT LL - MECT CHECKLIST

The following is an extract from the MECT Checklist that is required from CMS to achieve Certification. At the time of Certification the Contractor shall utilize the latest version of the Checklist which can be found at the CMS website. The Certification Requirements below are in addition to the State Specific requirements found in the Scope of Work of this RFP.

Pharmacy Checklist (MMIS Module)

Select Milestone Review(s) → ☐ Project Initiation ☑ Final ☐ Operational | Check Spelling | Final Milestone Certification Review

Ref # *(MITA State-specific)*	System Review Criteria	Source	Yes/No	Final Milestone Evidence	Review Date	Reviewer Name	Reviewer Assessment	Reviewer Comments
CSF PH1: Point of Sale (POS) systems interfaces are maintained in order to appropriately process, adjudicate and report on claims according to state and federal rules.								
ME.PH1.1	The system provides real-time access to member eligibility. Note: Depends on the timing of the updates maintained in the individual state. See state-specific requirements.	SMM, CFR						
OM.PH1.1	The system ensures that all claims are assigned a unique identification number upon entering the system.	SMM						
PL.PH1.1	The system provides real-time access to the State's drug and formulary file or maintains an up to date copy for POS use. Note: Depends on the timing of the updates maintained in the individual State. See State-specific Requirements.	SMM, CFR						
PL.PH1.2	The system provides real-time access to benefit business rules.	SMM						
PL.PH1.3	The system provides real-time access to drug file and pharmacy claims history.	SMM, CFR						
PM.PH1.1	The system provides real-time access to provider eligibility, including the pharmacy and prescriber national provider identifier (NPI) and authorization ids for electronic submission of claims. Note: depends on the timing of the updates maintained in the individual State. See State-specific Requirements.	SMM, HIPAA, CFR						
CSF PH2: Provider claims are adjudicated accurately within established time parameters.								
OM.PH2.1	The system returns to the pharmacy provider the status of the claim and any errors or alerts associated with the processing, such as: • Edit failures • ProDUR alerts • Member or coverage restrictions • Prior authorization missing • Required coordination of benefits. • Refill to soon • Requires generic substitution • Deny experimental drugs • Requires unit dose (or not) • Package size not approved • Drug Efficacy Study Implementation (DESI) are not covered.	CFR						

Pharmacy Checklist (MMIS Module)

Select Milestone Review(s) → ☐ Project Initiation ☑ Final ☐ Operational | Check Spelling | Final Milestone Certification Review

Ref # *(MITA State-specific)*	System Review Criteria	Source	Yes/No	Final Milestone Evidence	Review Date	Reviewer Name	Reviewer Assessment	Reviewer Comments
OM.PH2.10	The system verifies that required data items are present and retained (See SMM 11375) including all data needed for State or Federal reporting requirements.	SMM						
OM.PH2.11	The system verifies that the date of service is within the allowable time frame for payment.	IBP						
OM.PH2.12	The system demonstrates that individual drugs and compounds which indicate a need for manual pricing intervention are flagged for review.	SMM						
OM.PH2.13	The system verifies that the claim does not duplicate or conflict with one reviewed previously or currently being reviewed.	SMM						
OM.PH2.14	The SMA pays according to the State plan at the lesser of approved pharmacy reimbursement methods, e.g. • AWP minus % + Dispensing Fee • Federal MAC (CMS Upper Limit + Dispensing Fee) • Usual and Customary Charges to the General Public • State MAC (State MAC + Dispensing Fee).	SMM						
OM.PH2.15	The system processes electronic adjustments of paid claims submitted through the Pharmacy POS system.	SMM						
OM.PH2.16	The system checks claims against state-defined service limitations.	CFR						
OM.PH2.17	The system edits claims to ensure that all required attachments, per the reference records or edits, have been received and maintained for audit purposes or have been submitted prior to the claim and a prior authorization has been established.	CFR						
OM.PH2.18	The system deducts Member co-payment amounts, as appropriate, when pricing claims.	IBP						
OM.PH2.19	The system deducts TPL amounts, as appropriate, when pricing claims.	IBP						
OM.PH2.2	The system verifies that the Member is eligible on the date of service and not otherwise restricted, e.g. enrolled in MCO or a Lock in program; or receiving medication through a Waiver program, a carve-out mental health program, or a disease management program.	SMM, CFR						

Pharmacy Checklist (MMIS Module)

Select Milestone Review(s) → ☐ Project Initiation ☑ Final ☐ Operational | Check Spelling | Final Milestone Certification Review

Ref # *(MITA State-specific)*	System Review Criteria	Source	Yes/No	Final Milestone Evidence	Review Date	Reviewer Name	Reviewer Assessment	Reviewer Comments
OM.PH2.20	The system verifies that the claim is for services covered by the State Plan.	CFR						
OM.PH2.21	The system verifies that all data necessary for legal requirements are retained.	SMM						
OM.PH2.3	The system verifies that the pharmacy provider is eligible on the date of service.	SMM, CFR						
OM.PH2.4	The system verifies that all fields defined as numeric contain only numeric data.	SMM						
OM.PH2.5	The system verifies that all fields defined as alphabetic contain only alphabetic data.	SMM						
OM.PH2.6	The system verifies that all dates are valid and reasonable.	SMM						
OM.PH2.7	The system verifies that all data items which can be obtained by mathematical manipulation of other data items, agree with the results of that manipulation.	SMM						
OM.PH2.8	The system verifies that all coded data items consist of valid codes, including NDC for drug codes.	SMM, HIPAA						
OM.PH2.9	The system verifies that any data item that contains self-checking digits (e.g. Member I.D. Number) pass the specified check-digit test.	SMM						
PL.PH2.1	The system utilizes data elements and algorithms to compute claim reimbursement for claims that are consistent with 42 CFR 447.	SMM						
CSF PH3: Authorization for services that require prior approval in order to manage costs or ensure patient safety is confirmed.								
CM.PH3.1	SMA ensures that edits are performed on a prior authorization when required.	IBP						
CM.PH3.2	The system notifies the submitter when required prior authorization is missing.	CFR						
CSF PH4: Medically appropriate services conform to Federal and State policies, and result in the maintenance or improvement of patient health.								
PE.PH4.1	The system provides an automated, integrated online real-time ProDUR system or provides assistance to the pharmacist to do a prospective drug utilization review.	CFR						
PE.PH4.2	The system provides a prospective and concurrent review of prescription practices at the pharmacy and member level.	IBP						

Pharmacy Checklist (MMIS Module)

Select Milestone Review(s) → ☐ Project Initiation ☐ Operational ☑ Final | Check Spelling | Final Milestone Certification Review

Ref # (MITA State-specific)	System Review Criteria	Source	Yes/No	Final Milestone Evidence	Review Date	Reviewer Name	Reviewer Assessment	Reviewer Comments
CSF PH5: Claims for members with third party coverage, including Part D Medicare, or flag for pay-and-chase activity are not accepted.								
FM.PH5.1	SMA denies claims for members with appropriate third party coverage, enrollment in MCO, or Medicare Part D assignment. In this case, provides insurance information in the point of service (POS) message along with notice of denial of payment.	SMM						
FM.PH5.2	SMA identifies claims appropriate for pay and chase function. If the drug is designated as "pay and chase", processes and pays the claim (if it meets all other criteria), and reports the claim for follow up activities.	CFR						
CSF PH6: Business processes that require pharmacy claims data, e.g., rebate invoicing, retrospective Drug Utilization Review (DUR), and decision analysis are supported.								
FM.PH6.1	The system flags claims for Drug Rebate processing.	CFR						
FM.PH6.2	The system prepares extracts of pharmacy claims history required by the drug manufacturer rebate process. Claims must include National Drug Code (NDC) and other data needed to support the rebate process, including: • Period of time covered • NDC number • Total units paid • Product names • Number of prescriptions paid • Rebate amount per unit based on the CMS- approved formula	CFR						
FM.PH6.3	The system provides data to support the State in case of a drug manufacturer dispute over the rebate invoice.	CFR						
PE.PH6.1	The Medicaid Agency must demonstrate how the system supports DUR examination pattern analysis using predetermined standards of physician prescribing practices, drug use by individual patients and, where appropriate, dispensing practices of pharmacies.	CFR						
PE.PH6.2	The system prepares extracts of pharmacy claims history (or access to the claims history) for purposes of retrospective DUR, prescriber and pharmacy provider profiling, management reporting, and other decision support functions.	SMM						

Criteria Count = 39

ATTACHMENT MM - PERFORMANCE BOND

STATE OF MARYLAND

MARYLAND DEPARTMENT OF HEALTH

PERFORMANCE BOND Principal	Business Address of Principal
Name of Surety: A corporation of the State of _____ and authorized to do business in the State of Maryland.	
PENAL SUM OF THIS PERFORMANCE BOND ($1,000,000)	**DESCRIPTION OF CONTRACT**
Contract Number: Contract Name or Description:	
DATE OF BOND	**DATE OF CONTRACT**
(Shall be no later than Date on Contract)	(To be filled in by the Administration)
OBLIGEE	
State of Maryland by and through the following Administration acting for the Maryland Department of Health.	

KNOW ALL MEN BY THESE PRESENTS, That we, the principal named above and Surety named above are held and firmly bound unto the Obligee named above in the Penal Sum of this Performance Bond stated above, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these presents. However, where Surety is composed of corporations acting as co-sureties, we the co-sureties, bind ourselves, our successors and assigns, in such Penal Sum jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each co-surety binds itself, jointly and severally with the Principal, for the payment of such sum as appears above its name below, but if no limit of liability is indicated, the limit of such liability shall be the full amount of the Penal Sum.

WHEREAS, Principal has entered into or will enter into a contract with the State of Maryland, by and through the Administration named above acting for the State of Maryland, which contract is described and dated as shown above, and incorporated herein by reference. The contract and all items incorporated into the contract, together with any and all changes, extensions of time, alterations, modifications, or additions to the contract or to the work to be performed thereunder or to the Plans, Specifications, and Special Provisions, or any of them, or to any other items incorporated into the contract shall hereinafter be referred as the Contract.

WHEREAS, it is one of the conditions precedent to the final award of the Contract that these presents be executed.

NOW, THEREFORE, during the original term of said Contract, during any extensions thereto that may be granted by the Administration, and during the guarantee and warranty period, if any, required under the Contract, unless otherwise stated therein, this Performance Bond shall remain in full force and effect unless and until the following terms and conditions are met:

1. Principal shall well and truly perform the Contract; and
2. Principal and Surety shall comply with the terms and conditions in this Performance Bond.

Whenever Principal shall be declared by the Administration to be in default under the Contract, the Surety may, within 15 days after notice of default from the Administration, notify the Administration of its election to either promptly proceed to remedy the default or promptly proceed to complete the contract in accordance with and subject to its terms and conditions. In the event the Surety does not elect to exercise either of the above stated options, then the Administration thereupon shall have the remaining contract work completed, Surety to remain liable hereunder for all expenses of completion up to but not exceeding the penal sum stated above.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this Performance Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

This Performance Bond shall be governed by and construed in accordance with the laws of the State of Maryland and any reference herein to Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to this Performance Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or joint venture have signed below, each member has set forth below the name of the partnership or joint venture, and each member has set forth below his or her title as a general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading

below, then each such corporation has caused the following: the corporation's name to be set forth below, a duly authorized representative of the corporation to affix below the corporation's seal and to attach hereto a notarized corporate resolution or power of attorney authorizing such action, and each such duly authorized representative to sign below and to set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as a witness. All of the above has been done as of the Date of Bond shown above.

_____

In Presence of: Individual Principal

Individual Principal:

_____

(Name -Partnership Principal)

_____as to _____(SEAL)

(Signature -Partnership Principal)

In Presence of:

Witness:

Co-Partnership Principal

_____(SEAL)

(Name of Co-Partnership)

_____as to

BY: _____(SEAL)

_____as to _____(SEAL)

_____as to _____(SEAL)

_____as to _____(SEAL)

Attest:

Corporate Principal

_____

(Name of Corporation) AFFIX

_____as to CORPORATE SEAL

Corporate Secretary By:_____

President

Attest:

_____ (Individual or Corporate Surety)

Signature

Title _____SEAL

_____

(Business Address of Surety)