



MARYLAND Department of Health

Larry Hogan, Governor · Boyd K. Rutherford, Lt. Governor · Robert R. Neall, Secretary

REQUEST FOR PROPOSAL

DRUG USE REVIEW ANALYSES, EVALUATIONS & INTERVENTIONS FOR MARYLAND MEDICAID PARTICIPANTS

MDH/OPASS #19-17828/MDM0031039547

Addendum #2

Issued: August 16, 2018

All persons who are known by the Issuing Office to have received the above-mentioned RFP are hereby advised of the following revisions to the RFP:

Revision to RFP is as follows:

Extended Due Date for Receipt of Drug Use Review Analyses, Evaluations & Interventions for Maryland Medicaid Participants.

The Department has extended the Due Date for Receipt of Proposals to **August 27, 2018** at no later than 2:00 pm local time.

RFP Key Information Summary Sheet now reads:

Procurement Coordinator: Juanita R. McGill

Office of Systems, Operations & Pharmacy

Phone: 410-767-5051

e-mail: juanitar.mcgill@maryland.gov

Section 2.3.1.4 Transition Requirements now reads:

The Contractor shall coordinate with the current vendor to acquire needed information for a smooth transition and require obtaining and/or loading at least three (3) years' worth of historical data. During the Planning Phase the outgoing vendor shall be responsible for on-going Operation and Maintenance. The Contractor shall submit a Transition Plan and a Transition Results Report during this phase for approval by the Contract Monitor.

Section 2.3.4 (1) (b) (i) Reports now reads:

When directed by the DUR Board and the Department, send similar letters to the pharmacies involved and receive and tabulate provider and pharmacy responses. Provide a toll-free number staffed by a Clinical Pharmacist during Normal State Business Hours to answer provider inquires. Track, document and log number of such calls received each month. A final report summarizing the intervention(s), responses received, additional recommendations, including other recommended educational or administrative interventions, impact on utilization and estimated cost savings is due to the Department ten (10) Business Days prior to the DUR Board meeting.

Section 3.8 Liquidated Damages now reads:

See Section 2.3.2.10 Service Level Matrix (SLM) for Liquidated Damages.

Attachment M Section 9 Loss of Data now reads:

9.2 In accordance with prevailing federal or state law or regulations, the Contractor shall report the loss of non-public data as directed in **RFP Section 3.2**.

Attachment M Section 9 Loss of Data now reads:

9.3 Protection of data and personal privacy (as further described and defined in RFP Section 3.3) shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of State information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of State information and comply with the conditions identified in **RFP Section 3.2**.

Attachment M Section 30 Commercial Nondiscrimination now reads:

30.1 As a condition of entering into this Contract, 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, sexual identity, genetic information or an individual's refusal to submit to a genetic test or make available the results of a genetic test or on the basis of disability, or otherwise 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 Contract and may result in termination of this Contract, 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.

30.2 As a condition of entering into this Contract, 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 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 Contract and may result in Contract termination, disqualification by the State from participating in State contracts, and other sanctions.

30.3 The Contractor shall include the language from 30.1, or similar clause approved in writing by the Department, in all subcontracts.

**Attachment B-2 – Financial Proposal Form now reads:
SEE ATTACHED EXCEL FINANCIAL PROPOSAL FORM (REVISED)**

All other terms and conditions remain unchanged.

This Addendum is issued under the authority of State Procurement Regulations, COMAR 21.05.03.02 and with the approval of the Procurement Officer MDH.

August 16, 2018

Date

Dana Dembrow

Dana Dembrow
Procurement Officer, OPASS

ADDENDUM # 2 ACKNOWLEDGEMENT OF RECEIPT FORM

I acknowledge receipt of Addendum #2 to RFP-MDH/OPASS #19-17828 “Drug Use Review Analyses, Evaluations & Interventions for Maryland Medicaid Participants” dated August 16, 2018.

Vendor’s Name

Authorized Signatory – (Print/Type)

Signature

Date

To be submitted with Offeror’s proposal response.

ADDENDUM # 2