MARYLAND DEPARTMENT OF HEALTH (MDH)

REQUEST FOR PROPOSALS (RFP)

SOLICITATION NO. MDH/OPASS # **19-17828**

Issue Date: June 20, 2018

Drug Use Review Analyses, Evaluations & Interventions for Maryland Medicaid Participants (**Re-Solicit**)

NOTICE

A Prospective Offeror that has received this document from the MDH's website https://health.maryland.gov/pages/index.aspx , the eMaryland Marketplace website https://emaryland.buyspeed.com/bso/, or 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
NOTICE TO VENDORS

To help us improve the quality of State solicitations, and to make our procurement process more responsive and business friendly, take a few minutes and provide comments and suggestions regarding this solicitation. Please return your comments with your response. If you have chosen not to respond to this solicitation, please email or fax this completed form to the attention of the Procurement Officer (see Key Information Sheet below for contact information).

Title: Drug Use Review Analyses, Evaluations & Interventions for Maryland Medicaid Participants (Re-Solicit)
Solicitation No: MDH/ OPASS # 19-17828

1. If you have chosen not to respond to this solicitation, please indicate the reason(s) below:

( ) Other commitments preclude our participation at this time.
( ) The subject of the solicitation is not something we ordinarily provide.
( ) We are inexperienced in the work/commodities required.
( ) Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
( ) The scope of work is beyond our present capacity.
( ) Doing business with the State of Maryland is simply too complicated. (Explain in REMARKS section.)
( ) We cannot be competitive. (Explain in REMARKS section.)
( ) Time allotted for completion of the Proposal is insufficient.
( ) Start-up time is insufficient.
( ) Bonding/Insurance requirements are restrictive. (Explain in REMARKS section.)
( ) Proposal requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
( ) MBE or VSBE requirements. (Explain in REMARKS section.)
( ) Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
( ) Payment schedule too slow.
( ) Other: _____

2. If you have submitted a response to this solicitation, but wish to offer suggestions or express concerns, please use the REMARKS section below. (Attach additional pages as needed.)

REMARKS:
_____

_____

Vendor Name: _____ Date: _____

Contact Person: _____ Phone (____) _____ - _____

Address: _____

E-mail Address: _____

STATE OF MARYLAND
MARYLAND DEPARTMENT OF HEALTH
RFP KEY INFORMATION SUMMARY SHEET

Request for Proposals:	**SERVICES; Drug Use Review Analyses, Evaluations & Interventions for Maryland Medicaid Participants (Re-Solicit)**
Solicitation Number:	**MDH/OPASS # 19-17828**
RFP Issue Date:	**June 20, 2018**
RFP Issuing Office:	**Maryland Medicaid Pharmacy Program**
Procurement Officer:	**Dana Dembrow** **Maryland Department of Health** **Office of Procurement and Support Services** **201 W. Preston Street, Room 416D** **Baltimore, MD 21201** **Phone Number: 410- 767-0974 Fax Number: 410- 333-5958** **e-mail: MDH.solicitationquestions@maryland.gov**
Contract Officer:	**Dana Wright** **Maryland Department of Health** **Office of Procurement and Support Services** **e-mail: MDH.solicitationquestions@maryland.gov**
Contract Monitor:	**Shawn Singh** **Maryland Medicaid Pharmacy Program** **Phone: 410- 767-6896 Fax: 410- 333-5398** **e-mail: ssingh@maryland.gov**
Procurement Coordinator:	**Jane Rutkowski** **Office of Systems, Operations & Pharmacy** **Phone: 410-767-5051 Fax:** **e-mail: jane.rutkowski@maryland.gov**
Proposals are to be sent to:	**Maryland Department of Health** **Office of Procurement and Support Services** **201 W Preston St, Room 416A** **Baltimore, MD 21201** **Attention: Dana Wright**
Pre-Proposal Conference:	**July 16, 2018 at 11:30 a.m., Local Time** **Maryland Department of Health**

201 W Preston Street, Conference Room L-2
Baltimore, MD 21201

Proposal Due: **August 3, 2018 at 2:00 p.m. Local Time**

MBE Subcontracting Goal:	**10%**
VSBE Subcontracting Goal:	**0 %**
Contract Type:	**Firm Fixed Price**
Contract Duration:	**Three (3) base years with two 2 year options periods**
SBR Designation:	**No**
Federal Funding:	**Yes**

Table of Contents

SECTION 1 – MINIMUM QUALIFICATIONS 1

1.1 Offeror Minimum Qualifications 1

SECTION 2 – CONTRACTOR REQUIREMENTS: SCOPE OF WORK 2

2.1 Summary Statement 2
2.2 Background and Purpose 2
2.3 Scope of Work - Requirements 3

SECTION 3 – CONTRACTOR REQUIREMENTS: GENERAL REQUIREMENTS 20

3.1 Insurance Requirements 20
3.2 Security Requirements 21
3.3 Problem Escalation Procedure 25
3.4 Invoicing 25
3.5 SOC 2 Type 2 Audit Report 26
3.6 MBE Reports 28
3.7 VSBE Reports 28
3.8 Liquidated Damages 28
3.9 End of Contract Transition 28
3.10 Substitution of Personnel 28

SECTION 4 – PROCUREMENT INSTRUCTIONS 32

4.1 Pre-Proposal Conference 32
4.2 eMaryland Marketplace 32
4.3 Questions 32
4.4 Procurement Method 33
4.5 Proposals Due (Closing) Date and Time 33
4.6 Multiple or Alternate Proposals 33
4.7 Economy of Preparation 33
4.8 Public Information Act Notice 33
4.9 Award Basis 34
4.10 Oral Presentation 34
4.11 Duration of Proposal 34
4.12 Revisions to the RFP 34
4.13 Cancellations 34
4.14 Incurred Expenses 35
4.15 Protest/Disputes 35
4.16 Offeror Responsibilities 35
4.17 Mandatory Contractual Terms 35
4.18 Proposal Affidavit 35
4.19 Contract Affidavit 36
4.20 Compliance with Laws/Arrearages 36
4.21 Verification of Registration and Tax Payment 36
4.22 False Statements 36
4.23 Payments by Electronic Funds Transfer 37
4.24 Prompt Payment Policy 37
4.25 Electronic Procurements Authorized 37
4.26 Minority Business Enterprise Goals 38
4.27 Veteran-Owned Small Business Enterprise Goal 41
4.28 Living Wage Requirements 41

4.29 Federal Funding Acknowledgement 42
4.30 Conflict of Interest Affidavit and Disclosure 42
4.31 Non-Disclosure Agreement 42
4.32 HIPAA - Business Associate Agreement 43
4.33 Nonvisual Access 43
4.34 Mercury and Products That Contain Mercury 43
4.35 Location of the Performance of Services Disclosure 43
4.36 Department of Human Resources (DHR) Hiring Agreement 43
4.37 Small Business Reserve (SBR) Procurement 43

SECTION 5 – PROPOSAL FORMAT 44

5.1 Two Part Submission 44
5.2 Proposals 44
5.3 Delivery 45
5.4 Volume I – Technical Proposal 45
5.5 Volume II – Financial Proposal 50

SECTION 6 – EVALUATION AND SELECTION PROCESS 51

6.1 Evaluation Committee 51
6.2 Technical Proposal Evaluation Criteria 51
6.3 Financial Proposal Evaluation Criteria 52
6.4 Reciprocal Preference 52
6.5 Selection Procedures 52
6.6 Documents Required upon Notice of Recommendation for Contract Award 53

RFP ATTACHMENTS 55

ATTACHMENT A – PRE-PROPOSAL CONFERENCE RESPONSE FORM 58
ATTACHMENT B – FINANCIAL PROPOSAL INSTRUCTIONS & FORM 59
ATTACHMENT B2 – FINANCIAL PROPOSAL FORM 60
ATTACHMENT C – PROPOSAL AFFIDAVIT 61
ATTACHMENTS D – MINORITY BUSINESS ENTERPRISE FORMS 67
ATTACHMENTS E – VETERAN-OWNED SMALL BUSINESS ENTERPRISE 89
ATTACHMENT F – LIVING WAGE REQUIREMENTS FOR SERVICE CONTRACTS 90
ATTACHMENT G- FEDERAL FUNDS ATTACHMENT 94
ATTACHMENT H – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE 100
ATTACHMENT I – NON-DISCLOSURE AGREEMENT 101
ATTACHMENT J – HIPAA BUSINESS ASSOCIATE AGREEMENT 106
ATTACHMENT K – MERCURY AFFIDAVIT 114
ATTACHMENT L – LOCATION OF THE PERFORMANCE OF SERVICES DISCLOSURE 115
ATTACHMENT M – CONTRACT 116
ATTACHMENT N – CONTRACT AFFIDAVIT 132
ATTACHMENT O – DHR HIRING AGREEMENT 135
APPENDIX 1-ABBREVIATIONS AND DEFINITIONS 136
APPENDIX 2 – PHARMACY BENEFIT MANAGER PHONE # FOR MCOs 140
APPENDIX 3– DUR POLICIES AND PROCEDURES 141
APPENDIX 4 – STANDARDS AND REPORTING REQUIREMENTS OF DRUG USE MANAGEMENT PROGRAMS 149
APPENDIX 5 – SAMPLE OF DRUG USE REVIEW NOMINATION PACKAGE 158
APPENDIX 6 – MEDICAID DUR ANNUAL REPORT 164
APPENDIX 7 – MARYLAND MEDICAID MENTAL HEALTH, SUBSTANCE USE DISORDER, HIV/AIDS CARVE-OUT LIST 191

APPENDIX 8 – SAMPLE NEWSLETTER WITH PREFERRED DRUG LIST 196
APPENDIX 9 – SPECIFICATIONS FOR ONLINE FORMULARY HOSTING SERVICES 197
APPENDIX 10 – CORRECTIVE MANAGED CARE PROGRAM PHARMACIST 197
APPENDIX 11 – CONNECT:DIRECT 199
APPENDIX 12 – NUMBER OF FEE FOR SERVICE & ENCOUNTER DATA CLAIMS RECEIVED PER MONTH 200
APPENDIX 13 – SAMPLE OF MONTHLY STATUS REPORT 201
APPENDIX 14A - SAMPLE OF QUARTERLY DRUG UTILIZATION AND EXPENDITURES REPORT 203
APPENDIX 14B - SAMPLE OF QUARTERLY DRUG UTILIZATION AND EXPENDITURES REPORT 204
APPENDIX 14C - SAMPLE OF QUARTERLY DRUG UTILIZATION AND EXPENDITURES REPORT 206
APPENDIX 14D - SAMPLE OF QUARTERLY DRUG UTILIZATION AND EXPENDITURES REPORT 207
APPENDIX 14E - SAMPLE OF QUARTERLY DRUG UTILIZATION AND EXPENDITURES REPORT 208
APPENDIX 14F - SAMPLE OF QUARTERLY DRUG UTILIZATION AND EXPENDITURES REPORT 210
APPENDIX 14G - SAMPLE OF QUARTERLY DRUG UTILIZATION AND EXPENDITURES REPORT 212
APPENDIX 15 - SAMPLE OF CLINICAL CRITERIA LAYOUT 216
APPENDIX 16A – 1A SAMPLE OF MONTHLY REPORT OF NEWLY APPROVED DRUGS (NBA) 217
APPENDIX 16B – 1B SAMPLE OF MONTHLY REPORT OF NEWLY APPROVED DRUGS (NME) 218
APPENDIX 16C – 1C SAMPLE OF MONTHLY REPORT OF NEWLY APPROVED DRUGS (NF) 219
APPENDIX 16D – 1D SAMPLE OF MONTHLY REPORT OF NEWLY APPROVED DRUGS 220
(Label Changes) 220
APPENDIX 16E – 1E SAMPLE OF MONTHLY REPORT OF NEWLY APPROVED DRUGS 221
(Clinical Updates) 221
APPENDIX 17A – 1A SAMPLE OF QUARTERLY REPORT OF NEWLY APPROVED DRUGS (NBA) 222
APPENDIX 17B – 1B SAMPLE OF QUARTERLY REPORT OF NEWLY APPROVED DRUGS (NME) 223
APPENDIX 17C – 1C SAMPLE OF QUARTERLY REPORT OF NEWLY APPROVED DRUGS (NF) 224
APPENDIX 17D – 1D SAMPLE OF QUARTERLY REPORT OF NEWLY APPROVED DRUGS (Label Changes) 225
APPENDIX 17E – 1E SAMPLE OF QUATERLY REPORT OF NEWLY APPROVED DRUGS (Clinical Updates) 226
APPENDIX 18 – FILE INTERFACE SAMPLE 227
APPENDIX 19 – SAMPLE OF FILE LAYOUTS FOR SPECIAL PROGRAMS 228
APPENDIX 20 SAMPLE OF – FILE LAYOUTS FOR DIAGNOSIS, DRUG, PROCEDURE & PARTICIPANT MASTER 229
APPENDIX 21 – SAMPLE OF FILE LAYOUTS FOR ELIGIBILITY SPANS 232
APPENDIX 22 – SAMPLE OF FILE LAYOUTS FOR HMO SPANS 233
APPENDIX 23 – SAMPLE OF FILE LAYOUTS FOR ID LINK 234
APPENDIX 24 – SAMPLE OF FILE LAYOUTS FOR INSTITUTUIONAL MCO ENCOUNTER DATA 235

APPENDIX 25 – SAMPLE OF FILE LAYOUTS FOR FEE-FOR-SERVICE CLAIMS.....246
APPENDIX 26 – SAMPLE OF FILE LAYOUTS FOR MEDICAL MCO ENCOUNTER DATA ...251
APPENDIX 27 – SAMPLE OF FILE LAYOUTS FOR MEDICAL FEE-FOR-SERVICE CLAIMS262
APPENDIX 28 – SAMPLE OF FILE LAYOUTS FOR PHARMACY FFS CLAIMS.....265
APPENDIX 29 – SAMPLE OF FILE LAYOUTS FOR PHARMACY MCO ENCOUNTER DATA268
APPENDIX 30 – SAMPLE OF PROVIDER ADDRESS, CATEGORY-OF-SERVICE, GROUP, MASTER & SPECIALITY FILES 276
APPENDIX 31 – SAMPLE OF FILE LAYOUT FOR NURSING HOME FINANCIAL RESPONSIBILITY 279
APPENDIX 32 – SAMPLE OF RETROSPECTIVE DUR QUARTERLY INTERVENTIONS REPORT.....280

SECTION 1 – MINIMUM QUALIFICATIONS

1.1 Offeror Minimum Qualifications

There are no Offeror Minimum Qualifications for this procurement.

SECTION 2 – CONTRACTOR REQUIREMENTS: SCOPE OF WORK

2.1 Summary Statement

2.1.1 Maryland Department of Health (MDH or the Department) is issuing this Request for Proposals (RFP) to provide and administer Drug Utilization Review (DUR) related activities as described in this RFP.

2.1.2 It is the State's intention to obtain services, as specified in this RFP, from a Contract between the selected Offeror and the State. The anticipated duration of services to be provided under this Contract is three (3) base years with two (2) option periods. Each option period is two (2) years.

2.1.3 The Department intends to make a single award as a result of this RFP. See **Section 6.5** for more Contract award information.

2.1.4 An Offeror, either directly or through its subcontractor(s), must be able to provide all 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.

2.2 Background and Purpose

2.2.1 Background

The Maryland Drug Use Review Board was formed in November 1992 with the charge to assist the Department with overseeing retrospective and prospective drug use review within the Maryland Medicaid Pharmacy Program in conformance with the Omnibus Budget Reconciliation Act of 1990 (OBRA 90), §1927g(3). Up to twelve DUR Board members are appointed by the Secretary of MDH and are currently compensated with a State-recommended honorarium of $800 each. The DUR Board holds four (4) meetings yearly.

In 1997 the Department, under a Social Security Act Section1115 demonstration waiver, implemented the HealthChoice Program, which enrolls approximately 84 percent of Maryland Medicaid Participants in Managed Care Organizations (MCOs).

However, within the HealthChoice Program, Mental Health and Substance Use Disorder and HIV/AIDS medications are carved out of the MCOs and paid Fee-For-Service (FFS). See **Appendix 7** (Maryland Medicaid Mental Health, Substance Use Disorder, HIV/AIDS Carve-Out List) for a list of carve-out medications. Each Managed Care Organization provides pharmacy benefits for their enrollees and contracts with a Pharmacy Benefit Manager (PBM). See **Appendix 2** (Pharmacy Benefit Manager Phone # for MCOs) for a list of the current Managed Care Organizations and PBMs. Therefore, the same patient could have drugs covered by an MCO and also FFS. This could potentially cause undetected drug interactions because two (2) different processors would not know the patient's full drug history. As a result, the State implemented the Coordinated Prospective Drug Utilization Review process. This program 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.

The Department has a Participant Corrective Managed Care (Lock-In) Program in place to routinely screen for and process potential drug abuse and other prescription drug misuse cases. Currently, a vendor identifies situations of abuse, notifies identified Participants that a change in behavior is necessary, and conducts follow-up reviews to determine if further action is appropriate. The same services will be performed by the Contractor. In 2016, the Department implemented unified Lock-In program across the entire Medicaid program, under which both MCOs and FFS utilize the same criteria to enroll Participants into the MCOs or FFS respectively. The following activities are performed by the current vendor and will be required responsibilities of the awardee. Once the Participants are enrolled in the Lock-In program, the Lock-In status stays with the Participant for the entire Lock-In period, even if Participants where to change from one MCO to another MCO or to FFS or vice versa.

The current vendor summarizes profiles of recalcitrant Participants and presents them to the DUR Board for disposition recommendations, makes referrals to investigative organizations, and attends administrative hearings as necessary.

The current vendor provides clinical expertise and possesses the ability to perform and maintain claims data analysis.

The current vendor provides live accredited medical and pharmacy Continuing Education (CE) programs.

The current vendor reviews approximately 15,193,508 (FY 2016) Pharmacy Fee-For-Service and MCO claims on a yearly basis for the Retro-DUR Program.

2.2.2 Purpose

The Office of Systems, Operations & Pharmacy (OSOP), Maryland Medicaid Pharmacy Program (MMPP), a unit of the Department is soliciting proposals from qualified Offerors to provide and administer DUR related activities as described in this RFP.

The purpose of this solicitation is to contract with a single Contractor who can complete quarterly retrospective drug use review analyses; operate the Medicaid Participant Corrective Managed Care Lock-In Program; perform educational drug use review related interventions; oversee and evaluate the HealthChoice MCO and FFS Drug Use Management (DUM) Programs; provide administrative coordination of the Maryland DUR Board; and provide web based formulary, DUR related information and reporting tool. The Contractor shall provide clinical expertise and data analysis support necessary to comply with the requirements of this RFP.

The goal of the State DUR Program is to ensure appropriate drug therapy, while permitting sufficient professional prerogatives to allow for individualized drug therapy. The retrospective DUR Program must provide quarterly monitoring of claims data and other records to identify patterns of fraud and abuse. These retrospective reviews must include pattern analyses using predetermined standards. Ongoing educational outreach programs that use DUR Board data on common drug therapy problems to educate practitioners and improve prescribing and dispensing patterns are also required. Under OBRA 90 and detailed in Title 42, §456.700 of the Code of Federal Regulations, a state must have in place a Drug Use Review (DUR) Program consisting of prospective drug use review, retrospective drug use review, and educational programs.

2.3 Scope of Work - Requirements

The Scope of Work Requirements in this RFP are organized into three phases: Planning Phase, Operation and Maintenance Phase and an End of Contract Phase.

2.3.1 Planning Phase

The Planning Phase includes all activities from Notice To Proceed (NTP) to the point that the Contractor is ready to assume Operation and Maintenance duties. The Contractor shall finish all Planning Phase requirements and deliverables within one (1) calendar month of NTP.

2.3.1.1 Entrance Criteria

The entrance criteria for the Planning Phase of the contract is that MDH and the Contractor sign the Contract.

2.3.1.2 Kick-Off Meeting

The Contractor shall conduct a Kick-Off meeting within five (5) Business Days of NTP. The date and time of the Kick-Off meeting shall be approved by MDH. The Kick-Off meeting will be the Contractor's opportunity to introduce Key Personnel, demonstrate its understanding of the project requirements, provide an overview of the project approach, and walk through the project schedule including key milestones and deliverables. The Contractor shall conduct the Kick-Off meeting at 201 W Preston St. Baltimore, MD 21201.

2.3.1.3 Weekly Status Report

The Weekly Status Report is prepared by the Contractor and shall be provided electrically to the Contract Monitor by Tuesday of the week following the weekly reporting period. The Weekly Status Report shall at a minimum contain the following:

A. Overall status of the project, including a project dashboard with progress metrics
B. Activities completed in the preceding period, including decisions reached or needed
C. Activities planned for the next period
D. Action items and issues to be resolved and resolution status
E. Status of risks with special emphasis on risks with potential high project exposure based on probability and impact
F. Schedule status, including overall schedule progress and identification of tasks that are at risk for Slippage, the reasons for potential Slippage and the corrective action plan
G. Items for MDH management attention

At the end of the Planning Phase all Weekly Status Reports will be rolled up into an End of Planning Phase Status report and delivered to the Contract Monitor. The End of Planning Phase Status Report shall include the following:

A. List of all activities completed
B. Planned activities for the upcoming month
C. Summary of all of the preceding Weekly Status reports

2.3.1.4 Transition Requirements

The Contractor shall coordinate with the current vendor to acquire needed information for a smooth transition. 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.

2.3.1.5 Transition Plan

The Transition Plan describes what activities are required from the incoming Contractor and the outgoing vendor to ensure a successful handover of responsibilities. As part of the Transition Plan, the Contractor shall include information and plans for: communications management, risks and issues, and project management. The Contractor shall include estimate timelines for activities required to complete the transition. The Transition Plan draft is due to the Contract Monitor at a mutually agreed upon time after NTP and the final plan is due no later than the Kick-Off meeting. As part of transition activities the following online services shall be established by the Go-Live date:

A. Establish an electronic subscription to Micromedex-DrugDex including all updates for use by the Maryland Medicaid Pharmacy Program;
B. Establish an online subscription to The New England Journal of Medicine for the Maryland Medicaid Pharmacy Program;
C. Establish an online group subscription to The Pharmacist Letter for the Maryland Medicaid Pharmacy Program (at least eight (8) users);
D. Establish an electronic and a hardcopy subscription to AHFS for the Maryland Medicaid Pharmacy Program;
E. Establish an electronic and a hardcopy subscription to United States Pharmacopeia (USP) for the Maryland Medicaid Pharmacy Program;
F. Establish an electronic and a hardcopy subscription to Facts and Comparisons for the Maryland Medicaid Pharmacy Program; and
G. Establish an online subscription to the National Comprehensive Cancer Network (NCCN) Drugs and Biologics Compendium for the Maryland Medicaid Pharmacy Program.
H. Take over responsibilities for the existing online formulary service for Fee-For-Service Preferred Drug List (PDL) and the HealthChoice MCOs formularies. See **Appendix 9** (Specifications for Online Formulary Hosting Services).

2.3.1.6 Transition Results Report

The Transition Results Report details the outcome of the Transition Plan. This Report also states the Contractor's ability to start the Operation and Maintenance Phase. The Contractor will submit the Transition Results Report to the Contract Monitor no later than thirty (30) calendar days from NTP.

2.3.1.7 Exit Criteria

The criteria for completion of the Planning Phase are:

A. MDH approves all Planning Phase deliverables
B. MDH approves the Transition Results Report
C. Contractor successfully completes Weekly Status reporting for the Planning Phase
D. Contractor successfully completes the End of Planning Phase Status Report

2.3.2 Operations and Maintenance Phase

The Operation and Maintenance Phase includes all activities from the end of the Planning Phase to the start of the End of Contract Phase.

The following make up the Operation and Maintenance Phase Requirements:

A. Retrospective DUR Analyses;
B. DUR Interventions;
C. Managed Care Organizations (MCO) Pharmaceutical Oversight;
D. Medicaid Participant Corrective Managed Care (Lock-In) Program;
E. Subscriptions and References;
F. Electronic Formulary Services;
G. IT Services, Data and Connectivity;
H. Continuing Education Programs;
I. Professional Staffing; and
J. Additional Requirements and Duties.

2.3.2.1 Retrospective DUR Analysis, DUR Intervention, and DUR Board Meeting Preparation

2.3.2.1.1 DUR Activities and Retrospective DUR Analyses:

The Contractor shall:

2.3.2.1.1.1 Perform the following DUR related activities in cooperation with the Contract Monitor:

a. Provide administrative coordination of services for the Maryland DUR Board and;

b. Provide DUR Board technical and administrative support.

2.3.2.1.1.2 Provide a Project Director /Clinical Pharmacist (see Section 2.3.2.8.1)who will serve as the Executive Secretary to the DUR Board and provide technical and administrative support to include the following:

a. Organize and schedule meetings at a convenient time and location in Baltimore City where free parking will be available to all DUR Board members and Department staff. DUR Board meetings are held the first Thursday of March, June, September and December;

b. Provide breakfast and upon request accommodate for dietary restrictions for DUR Board Members prior to each scheduled meeting. Breakfast should be available beginning at 7:30 am and remain available until 9:30 am;

c. Maintain all meeting records and minutes for the life of the Contract and make all records available to the Department upon request;

d. Upon request, will provide any information available based on the prepared minutes from previous meetings that will clarify issues discussed at the Board meeting by electronic transmission or mail, to all DUR Board members, Department representatives, and the Prospective DUR contractor within fourteen (14) Business Days following each quarterly meeting;

e. Submit the approved minutes from previous meeting back to the Contract Monitor within three (3) Business Days for posting on required websites.

2.3.2.1.1.3 Provide new members with orientation related to DUR Board activities;

2.3.2.1.1.4 Provide a State-recommended honorarium $800 per year to each DUR Board member (up to twelve members);

2.3.2.1.1.5 Track the tenure of approved DUR Board members and coordinate appointments of DUR Board members;

2.3.2.1.1.6 Maintain and update as required DUR Board's Code of Conduct and Standard Operating Procedures for DUR Board and Corrective Managed Care (CMC), with approval by the Department and the DUR Board members. See **Appendix 3** (DUR Policies and Procedures).

2.3.2.1.1.7 Prepare the DUR Board Annual Report required by Centers for Medicare and Medicaid Services (CMS) in accordance with CMS requirements specified in Title 42 §456.712 and complete the survey distributed by CMS. See **Appendix 6** (Medicaid DUR Annual Report).

2.3.2.1.1.8 Conduct a minimum of six (6) yearly statistically valid retrospective analyses using Fee-For-Service and encounter claims data, including a proposal, draft report, and final report. Prior to each DUR Board meeting, the Contractor shall perform quarterly analyses of Fee-For-Service Participant and encounter claims data to identify patterns of fraud, abuse, gross overuse, or inappropriate or medically unnecessary care among prescribers, pharmacies, and Maryland Medicaid Participants.

2.3.2.1.1.9 Identify criteria for retrospective analyses, including updates of previous criteria, for consideration by the DUR Board. The Department will have final selection of the focus of the analyses, which it will make with input from the DUR Board and the Contractor. Analyses will be based on retrospective DUR criteria developed by the Contractor and approved by the Maryland DUR Board.

a. The topic for one (1) of the quarterly per year analyses will be related to fraud and abuse issues, as directed by the Department.

b. Provide documentation of retrospective DUR criteria by American Hospital Formulary Services (AHFS) class and update this reference as new criteria are developed.

2.3.2.1.1.10 Represent the DUR Board at other MDH official functions such as but not limited to the Pharmacy and Therapeutics Committee, Pharmacy Program Pharmacists meetings and national DUR-related meetings.

2.3.2.1.1.11 Develop, compose and complete a quarterly newsletter for all Maryland Medicaid participating pharmacy providers, as well as a semiannual newsletter for Prescribers. Topics will be selected by the Contractor based on recommendations from the Department and the DUR Board. A draft of articles to be included in the newsletter should be submitted to the Contract Monitor at least thirty (30) days prior to the expected mailing date for the Contract Monitor's final approval.

2.3.2.1.1.12 After approval from the Department, at the Contractor's expense, make the completed quarterly newsletter available to all Medicaid Pharmacy Providers (approximately

1500) and the completed semiannual newsletter available to all Medicaid Prescribers (approximately 25,000) as follows:

a. Electronically through a Contractor developed and maintained list serve;

b. Mailed hardcopy; and

c. Web-posting.

2.3.2.1.1.13 Provide and maintain a Maryland Medicaid web portal (i.e. http://www.marylandmedicaidpharmacyinformation.com) to post DUR related activities and clinical information including but not limited to the following:

a. Pharmacy Newsletters;

b. Advisories;

c. Live Educational Meetings;

d. Mental Health Formulary;

e. Corrective Managed Care (CMC);

f. Dose Optimization;

g. Drug Utilization Review;

h. Medicaid Prior Authorization & Contact Information;

i. HealthChoice MCO Information.

2.3.2.1.1.14 Provide to personnel identified by the Contract Monitor, four (4) state-of-the art tablets with at least a 12 inch diagonal screen, ability to access the internet via Wi-Fi connection and at least a 2.4 Ghz processor, to monitor DUR activities, one (1) state-of-the-art laptop computer for use in developing clinical criteria, and presenting DUR meetings. The Contractor shall maintain and upgrade all the systems provided to the latest hardware and software versions available at the time as necessary as per the Department's discretion. The Contractor shall also provide the Department with a high definition LCD projector capable of operations in a daylight environment for the use during the offsite meetings including CMC meetings, DUR Board meetings, and Continuing Education (CE) programs.

2.3.2.1.1.15 Provide and use an ad-hoc Reporting Tool:

a. Provide and maintain an online ad-hoc database reporting system for a minimum of 12 Department staff and provide the ability to generate and export these reports in MS Office software.

b. The Reporting Tool shall be capable of merging and analyzing Fee-For-Service, MCO carve-out drugs and MCO encounter data to perform focused reviews on Participants receiving pharmaceutical services in an effort to assist the Department with coordinating all DUR activities.

c. Provide initial and on-going training of the ad-hoc reporting system functionality to the Department staff.

d. Results of these analyses and the Contractor's recommendations will be provided to the Maryland Medicaid Pharmacy Program so they can be shared with the Department or other interested parties, at the discretion of the Department.

2.3.2.1.1.16 According to the Deficit Reduction Act, the contractor is required to collect National Drug Code (NDC) numbers for covered outpatient physician administered drugs. Those drugs are paid through the physician and hospital programs. The contractor shall incorporate such data in preforming any and all RDUR interventions analyses.

2.3.2.1.2 DUR Interventions

The Contractor shall:

2.3.2.1.2.1 Perform Prospective DUR Recommendations:

a. Recommend new prospective DUR criteria to be used during pharmacy claims adjudication and review and recommend updates to the existing DUR criteria. The Contractor shall prepare a report of findings from prospective DUR reviews at the discretion of the Contract Monitor;

b. Provide comprehensive reviews of newly emerging medications including a complete clinical review and suggested clinical criteria and update the criteria as necessary. See **Appendix 15** (Sample of Clinical Criteria Layout) and;

c. Review and provide clinical expertise regarding prospective DUR criteria that the Department proposes to use as a basis for the approval/denial of FFS claims.

d. According to the Deficit Reduction Act, the contractor is required to collect NDC numbers for covered outpatient physician administered drugs. Those drugs are paid through the physician and hospital programs. The contractor shall incorporate such data in DUR criteria for prospective and retrospective DUR

2.3.2.1.2.2 Provide consultative services to the Department for developing educational and administrative interventions that are coordinated with the FFS and the HealthChoice Program.

2.3.2.1.2.3 Create and mail, DUR Board and Department approved Maryland Medicaid educational intervention letters to Prescribers and pharmacy providers including appropriate tables, charts and Participant profiles; track and report on provider responses and monitor subsequent changes in prescribing performance responses when deemed necessary by the Corrective Managed Care Sub-Committee of the DUR Board or the Department.

2.3.2.1.3 DUR Board Meeting Preparations

The Contractor shall:

2.3.2.1.3.1 Conduct DUR Board meeting preparation by sending DUR Board meeting notices and meeting packets, including Contractor's prepared minutes from the previous meeting. The materials must be provided electronically or mailed to all DUR Board members, Department representatives, and the Prospective DUR contractor (current Point of Sale claims processing contractor) at least fourteen (14) Business Days prior to each quarterly meeting.

2.3.2.1.3.2 Submit electronic drafts of meeting records and minutes to the Department for review within fourteen (14) Business Days after each quarterly meeting. Meeting records and minutes revised by the Department shall be returned to the Contractor to be submitted at the next quarterly meeting for approval by the DUR Board;

2.3.2.1.3.3 Act as the liaison to DUR Board members including drafting and mailing out meeting notices, agendas, meeting packets, in formats determined by the Department, and any other requested meeting-related information before and after meetings;

2.3.2.1.3.4 Provide pharmaceutical technical expertise required for the DUR Board activities as specified in the DUR Board policies and procedures. See **Appendix 3** (DUR Policies and Procedures);

2.3.2.1.3.5 Provide data analysis required for the DUR Board activities as specified in the DUR Board policies and procedures. See **Appendix 3** (DUR Policies and Procedures);

2.3.2.1.3.6 Provide all services as required by 42 CFR , §456.700 - §456.716;

2.3.2.1.3.7 Assist in inserting a notice of the Call for Nominations in the Maryland Register on a mutually agreed upon timeframe. Assist in sending Call for Nominations to prospective Board member candidates as needed. See **Appendix 3** (DUR Policies and Procedures) This includes any current Board members who are up for re-appointment. The State's required biographical form must be included with the packet.

2.3.2.1.3.8 Recommendations for potential candidates must be discussed with the Department by October 16th of each year. The Contractor shall assist the Department in verifying that each candidate has a current valid Maryland license to practice his or her profession and investigate whether the candidate has ever had their license, in Maryland or another state, revoked or suspended. Once confirmed that the candidate is in good standing with their appropriate professional licensing board and has no outstanding legal issues, the Contractor shall assist the Department to complete a packet on each candidate which must be submitted to the Department by October 30th of each year. See **Appendix 5** (Sample of Drug Use Review Nomination Package.)

2.3.2.2 Managed Care Organization (MCO) Pharmaceutical Oversight

The Contractor shall:

2.3.2.2.1 Review, research and evaluate the current Standards and Reporting Requirements of Drug Use Management Programs for Managed Care Organizations Participating in the Maryland HealthChoice Program to ensure the Standards reflect current practices and trends supported in primary and secondary literature. See **Appendix 4** (Standards and Reporting Requirements of Drug Use Management Programs).

2.3.2.2.2 Yearly recommend new evaluation elements and revise and update existing evaluation elements and review criteria for the Drug Use Management (DUM) Program structures and processes that are managed by the MCOs including but not limited to:

a. Pharmacy and Therapeutics Committee;

b. Formulary management;

c. Generic substitution;

d. Therapeutic Substitution;

e. Prior Authorization;

f. Drug Use Evaluation (DUE); and

g. Disease management.

2.3.2.2.3 Provide technical assistance and expertise for assessing adherence by HealthChoice MCOs to the DUM Program and formulary management evaluation elements, to include the review and evaluation of MCO policy, procedure and formulary changes to determine compliance with applicable regulations and standards.

2.3.2.2.4 On a monthly basis, contact each HealthChoice MCO to determine coverage of new drugs and update online formulary services to reflect coverage by each MCO.

2.3.2.2.5 On an annual basis, review and evaluate MCO formularies and make recommendations to the Department for formulary approval as required in COMAR 10.09.67.04 by reviewing all major therapeutic drug classes listed in AHFS.

2.3.2.2.6 Schedule monthly and semiannual reviews of AHFS therapeutic classes to assure compliance with COMAR 10.09.67.04(D).

2.3.2.2.7 Review MCO monthly formulary changes for clinical appropriateness and provide the Department the recommendations based on the review which the Department either accepts or denies.

2.3.2.2.8 All existing therapeutic classes must be maintained and updated monthly within five (5) Business Days after MCO formulary changes are approved by the Department.

2.3.2.2.9 Maintain links/documents to the MCO formularies and Maryland Medicaid Mental Health Drug Formulary and Substance Use Drug list.

2.3.2.3 Medicaid Participant Corrective Managed Care (Lock-In) Program

The Contractor shall:

2.3.2.3.1 Maintain and manage the Department's Participant Corrective Managed Care program (CMC) by reviewing Participant drug and diagnosis history profiles on a monthly basis for Participants who are suspected of over-utilizing controlled substances and other drugs, and send intervention letters to the Prescribers and providers of these Participants. Review the subsequent history of cases to see if there are any positive changes in the individual's drug utilization. If not, present summaries of findings to the DUR Board for recommendations for further action and perform follow up actions based on the Department's review and DUR Board recommendations.

2.3.2.3.2 Develop, maintain, and update CMC criteria as directed by the Department:

a. Provide a pharmacist **(**see section 2.3.2.8 1(b)) to coordinate with the Maryland Medicaid Pharmacy Program staff to operate and manage the pharmacy Participant Corrective Managed Care Program consistent with Department policies and participate in clinical duties as assigned. See **Appendix 10** (Corrective Managed Care Program Pharmacist);

b. Screen for all potential drug abuse and prescription drug misuse cases every month;

c. Prepare profile information and other documentation in detail and summary for all Participant Corrective Managed Care candidates for use in subsequent corrective action proceedings and prepare summaries of profiles for DUR Board use.

d. Initiate automatic Lock-In of Participants who meet the established CMC criteria.

e. Conduct follow-up reviews of Participant's profiles to see if there are remedial changes in drug utilization.

f. Present recommendations in summary form, related to those Participants whose medication taking behavior has not changed, to the DUR Board for advice and initiate action where appropriate.

g. Notify the appropriate MCO of their respective Participants who are suspected of potential drug abuse and prescription drug misuse on monthly basis.

h. Participate with Department staff at meetings that arise from the CMC program.

i. Find cooperating Prescribers and pharmacy providers willing to exclusively serve each CMC Participant.

j. Monitor Participants enrolled in the CMC program and provide quarterly updates to the DUR Board.

k. Collaborate with HealthChoice or MMPP staff to assist the Participants in changing pharmacy providers and/or Prescribers when necessary.

l. Refer cases to investigative organizations within MDH; and

i. At the request of the Department, coordinate activities with all fraud, abuse, and diversion entities within Maryland Department of Health.

ii. At the request of the Department, the Contractor shall represent the Department's interests at meetings and hearings that arise from the Participant CMC program.

iii. When appropriate participate in hearings at the Office of Administrative Hearings.

2.3.2.4 Maintenance of Subscriptions and References

The Contractor shall:

2.3.2.4.1 Maintain an electronic subscription to Micromedex-DrugDex including all updates for use by the Maryland Medicaid Pharmacy Program;

2.3.2.4.2 Maintain an online subscription to The New England Journal of Medicine for the Maryland Medicaid Pharmacy Program;

2.3.2.4.3 Maintain an online group subscription to The Pharmacist Letter for the Maryland Medicaid Pharmacy Program (at least eight (8) users);

2.3.2.4.4 Maintain an electronic and a hardcopy subscription to AHFS for the Maryland Medicaid Pharmacy Program;

2.3.2.4.5 Maintain an electronic and a hardcopy subscription to United States Pharmacopeia (USP) for the Maryland Medicaid Pharmacy Program;

2.3.2.4.6 Maintain an electronic and a hardcopy subscription to Facts and Comparisons for the Maryland Medicaid Pharmacy Program; and

2.3.2.4.7 Maintain an online subscription to the National Comprehensive Cancer Network (NCCN) Drugs and Biologics Compendium for the Maryland Medicaid Pharmacy Program.

2.3.2.5 Electronic Formulary Hosting Services

The Contractor shall:

2.3.2.5.1 Maintain existing online formulary service for Fee-For-Service Preferred Drug List (PDL) and the HealthChoice MCOs formularies. See **Appendix 9** (Specifications for Online Formulary Hosting Services).

a. Monitor, maintain, and update formularies on an online formulary service including formularies of all current and future HealthChoice MCOs as needed;

b. Perform formulary reviews every month for each HealthChoice MCO or each time the Department requests during the month if any changes or updates are required per policy and procedure and report is required to be sent to the Contract Monitor.

c. Provide to personnel identified by the Contract Monitor, two (2) Smart Phones with data plan, e-mail/messaging capability and ability to access the internet via a Wi-Fi connection to monitor online formulary data carried by online formulary services. The Contractor shall maintain and upgrade all the Smart Phones provided to the latest hardware and software versions available at the time as necessary as per the Department's discretion; and

d. Perform full semiannual audit of FFS Preferred Drug List (PDL) and the posting of formularies of HealthChoice MCOs to guarantee accuracy.

2.3.2.6 IT Services, Data and Connectivity

The Contractor shall:

2.3.2.6.1 Modify or update its software to be compatible with all Federal or State mandated changes at no expense to the Department for the life of this Contract;

a. Establish connectivity via Connect: Direct to Annapolis Data Center (ADC). ADC uses an internet protocol (IP) solution for its Connect: Direct customers. Therefore, the IP connection using Connect: Direct will not be a private connection to ADC. As a result, the Secure+ feature must be used to establish the connection with Connect:

Direct. In addition to the Connect: Direct software, the Contractor will need to purchase the Secure+ feature. Connect: Direct by Sterling Commerce is the supported connectivity standard for file exchange between ADC and vendors of the State of Maryland; and

b. Interface with Medical Management Information System (MMIS); **Appendices 18 to 31** contain the file layouts of the interfaces between the current DUR vendor and the MMIS. These file layouts will remain the same and be used to interface with the MMIS. The Contractor will also be required to interface with Decision Support System (DSS), if directed to do so by MDH.

2.3.2.7 Continuing Education (CE) Programs

The Contractor shall:

2.3.2.7.1 Provide and support a total of four (4) live CE programs annually. The Contractor shall plan the four (4) live CE programs with input and approval from the Contract Monitor.

a. Select and present two (2) live CE programs providing 1.5 Continuing Education Units (CEUs) each to the Department's professional staff at MDH.

i. Obtain the required Accreditation Council for Pharmacy Education (ACPE) for these CE programs. The elements required to qualify for the live CE credit application are due to the Department ninety (90) calendar days prior to proposed live CE programs.

ii. After the Department's approval, the Contractor is responsible for completing and submitting the application for ACPE.

iii. Provide the ACPE credit certificates to the Department staff.

2.3.2.7.2 Present two (2) live DUR programs for State-wide Medicaid providers and Prescribers. Program Participants will earn a total of six (6) continuing education (CE) credits. One (1) program will be held for four (4) CE credits, and one (1) program will be held for two (2) CE credits. The Contractor shall be responsible for completing all of the following 45 calendar days before the scheduled dates for the CE programs:

a. Securing a facility with free parking and a minimum capacity of 150 guests within the Baltimore Metropolitan area;

b. Selecting up to four (4) speakers for the CE programs and providing honorariums in an amount not less than the current rate of $1000 per hour;

c. Obtaining the required Accreditation Council for Pharmacy Education (ACPE) and Accreditation Council for Continuing Medical Education (ACCME) credits from appropriate professional boards;

d. Providing all necessary outreach to ensure at least 50% participation by the Prescribers;

e. Providing all written materials to attendees;

f. Providing ACPE/ACCME credit certificates to attendees;

g. Providing all technical, audio and visual equipment necessary for presentation;

h. Providing and distributing all promotional materials;

i. Providing support staff;

j. Providing appropriate meals and light fare at breaks;

k. Post audio and video recording on Contractor's and MDH websites; and

l. Make these ACPE/ACCME programs available online (live and recorded) via webinar for up to 250 attendees.

2.3.2.7.3 No later than two (2) years from the Go-Live date, conduct focus groups with the Prescribers of the Maryland Medicaid Pharmacy Program to identify the most beneficial day and time for the Prescribers to maximize participation in the CE programs.

2.3.2.7.4 Upon completion of the focus groups, present the findings and the recommendations to the Department. Upon review and approval by the Department, the Contractor will conduct future CE programs at agreed upon days and times.

2.3.2.8 Professional Staffing

2.3.2.8.1 The Contractor shall provide the following Key Personnel:

a. One (1) FTE - Project Director/Clinical Pharmacist – dedicated 100% to this Contract, shall be a PharmD. and a Maryland licensed pharmacist in good standing with the Maryland Board of Pharmacy or able to obtain and provide a Maryland license within six (6) months of Go-Live date. The employee shall have substantial clinical pharmacy experience (minimum two (2) years) including retrospective claims data analysis, review of formularies, review of prospective and retrospective DUR criteria, familiarity with Managed Care Organizations (MCOs) and other experience as necessary to fulfill Contract requirements. The Pharmacist shall have a minimum of two (2) years of experience in working with a Drug Utilization Review Board , as well as have excellent oral and written communications skills. This employee is subject to an interview and submission of writing samples prior to assignment to MDH and must be approved by MDH. This Project Director/Clinical Pharmacist must be located in Maryland.

b. One (1) FTE - Corrective Managed Care (CMC) Coordinator – dedicated 100% to this Contract, shall be a PharmD. and a Maryland licensed pharmacist in good standing with the Maryland Board of Pharmacy or able to obtain and provide a Maryland license within six (6) months of Go-Live date. The employee shall have substantial experience (minimum two (2) years) in reviewing drug use histories, analyzing and summarizing information based on reviews conducted, making presentations and recommending candidates for the Corrective Managed Care program. The employee shall coordinate activities with the Department's fraud, abuse and diversion entities, including but not limited to the Office of the Attorney General, the Inspector General, the Medicaid Fraud Control Unit and the Office of Administrative Hearings. The CMC Coordinator shall also collaborate with HealthChoice MCOs. The CMC Coordinator shall assist in preauthorizing restricted medications and participate in other clinical projects and assignments, including literature searches and research in response to inquiries and technical questions. This employee is subject to an interview prior to assignment to MDH and must be approved by MDH. The Corrective Managed Care Coordinator shall work on-site at Maryland Department of Health, at 201 W. Preston Street, Baltimore, Maryland to operate the Medicaid Participant Corrective Managed Care (Lock-In) Program consistent with Department policies. The Contractor shall provide this employee with all necessary supplies, hardware, and software to perform the required duties beyond what is standard issue for MDH employees. The CMC Coordinator shall report directly to the Project Director/Clinical Pharmacist.

2.3.2.8.2 The Contractor shall provide the following additional staff on an as-needed basis throughout the life of the Contract:

a. Part-time Writer-Editor who shall have previous experience writing medical or pharmaceutical-related articles for publication.

   Sample articles must be submitted along with the proposal. This employee supports the Project Director/Clinical Pharmacist.

b. Part-time Computer Programmer/Database Administrator who shall have previous experience coding and analyzing pharmacy claims data and be capable of establishing and maintaining a database or warehouse system. This employee supports the Project Director/Clinical Pharmacist.

c. Part-time Statistical Consultant who shall have previous experience in statistics or a related field; able to validate data using industry standard statistical methods. This employee supports the Project Director/Clinical Pharmacist.

d. Part-time Licensed Physician who has previous experience in clinical consulting shall provide clinical support to the Project Director/Clinical Pharmacist.

e. Other staff necessary to complete all Contract requirements in the required timeframes.

2.3.2.8.3 Personnel Responsibilities:

a. The Project Director/Clinical Pharmacist and CMC Coordinator must attend DUR Board meetings, Pharmacy and Therapeutics Committee meetings, Pharmacy Program Pharmacist Staff meetings and other meetings at the 201 West Preston Street State Office Complex or in the Baltimore Metropolitan area with 24 hours notification;

b. The Project Director/Clinical Pharmacist must be available by phone during Normal State Business Hours (from 8 AM - 5 PM local time, Monday through Friday, except for State holidays). State holidays available online at www.dbm.maryland.gov;

c. If the Project Director/Clinical Pharmacist is absent the Contractor shall follow the Substitution of Personnel procedure detailed in Section 3.9;

d. The Project Director/Clinical Pharmacist must be available via a toll-free phone number, a toll-free fax number, and an e-mail address;

e. The Project Director/Clinical Pharmacist, at the Department's discretion on a mutually agreed upon timeframe, shall be available to meet with the Department on-site as needed for special projects;

f. At the Department's discretion on a mutually agreed upon timeframe other personnel may be required to meet on-site regarding special projects;

g. The CMC Coordinator shall be located on-site at MDH during Normal State Business Hours (from 8 AM - 5 PM local time, Monday through Friday, except for State holidays). State holidays available online at www.dbm.maryland.gov;

h. The CMC Coordinator shall attend all Maryland Medicaid sponsored ACPE/ACCME meeting(s); and

i. The local site of the Contractor must be available for unscheduled site visits for auditing compliance with regulations, policies and procedures.

2.3.2.9 Additional Requirements and Duties

The Fixed Price Contract amount encompasses items of work related to the Scope of Work that shall be completed at no expense to the Department for the life of this Contract, including but not limited to:

2.3.2.9.1 Criteria Sets – The Department may request DUR prospective criteria sets for special studies. The report of results or review of existing criteria sets must be reported

within ten (10) Business Days for new priority medications and thirty (30) Business Days for existing medications. The electronic report is to be sent to the Department.

2.3.2.9.2 Restriction Criteria – The Contractor shall provide written recommendations for existing and proposed prospective DUR criteria for approval for Fee-For-Service claims, prior authorization criteria or review of the other proposed administrative constraints, such as quantity limitations and therapeutic criteria. The Contractor shall provide an electronic report to the Department within ten (10) Business Days for new priority medications and thirty (30) Business Days for existing medications.

2.3.2.9.3 MCO Policy Review – The Contractor shall review MCO policy and procedure changes related to drug coverage as requested by the Department. Results of the review are due within ten (10) Business Days of receipt of the request in electronic format.

2.3.2.9.4 New and Updated DUR Criteria – The Contractor shall provide new and updated retrospective DUR criteria to the Department within fourteen (14) Business Days of development. The Contractor shall provide a complete list of the retrospective DUR criteria quarterly.

2.3.2.9.5 Responses to Questions of a Technical and Clinical Nature – The Contractor shall research drug indications/information/questions using official compendia and appropriate supplemental references, upon request by the Department. The Contractor shall provide information and recommendation from all compendia and references to the Department within one (1) Business Day or as specified by the Department at the time of the request.

2.3.2.9.6 Miscellaneous Information Requests – Periodically, the Department is requested by outside organizations to respond to surveys or questionnaires about the Department's DUR Program. The Contractor shall be responsible for drafting responses to these requests and transmitting these responses to the Department within three (3) Business Days.

2.3.2.10 Service Level Matrix (SLM)

The Contractor shall have in place processes to monitor and report against all performance standards. The Contract Monitor shall actively participate with the Contractor to approve the results, request corrective actions, and assess damages as necessary. With the exception of SLA 2.3.2.10.1 the remainder SLA's are cumulative and shall not exceed 50% of the monthly invoice.

The SLMs the Contractor is expected to meet are:

SLA ID #	Requirement	Liquidated Damages
2.3.2.10.1	The Contractor shall finish all Planning Phase Requirements and Deliverables within one (1) calendar month of NTP. See sections 2.3.1, 2.3.1.2, 2.3.1.3, 2.3.1.5, and 2.3.1.6	$2,500 per day for every day past the date to begin Operation and Maintenance.
2.3.2.10.2	The Contractor shall develop and submit to the Contract Monitor for approval, an end of Contract Transition Plan at a minimum of one hundred and twenty (120) days prior to the end of the Contract term. Refer to section 2.3.3.	50% of total monthly invoice until plan is received.

SLA ID #	Requirement	Liquidated Damages
2.3.2.10.3	The Contractor shall draft the initial report that is due forty five (45) days prior to the CMS set due date and the final report is due to the Department five (5) Business Days after the Department's approval of the draft report. Refer to section 2.3.4 (h) See **Appendix 6** (Medicaid DUR Annual Report)	25% of total monthly invoice until report is received.
2.3.2.10.4	The Contractor shall follow the PEP provided to the Contract Monitor with proven positive results within the mutually agreed upon timeframe. Refer to section 3.3	10% of total monthly invoice until PEP is received
2.3.2.10.5	Problem Escalation Plans must be submitted to MDH within 10 business days of an issue being identified.	10% of total monthly invoice until plan is received
2.3.2.10.6	The Contractor shall have all the requirements set forth in section 2.3.2.7.2 completed and approved by the Department forty five (45) calendar days prior to the scheduled dates of the CE and CME programs.	10% of total monthly invoice until plan is received
2.3.2.10.7	The Contractor shall have all the requirements set forth in sections 2.3.2.1.1, 2.3.2.1.2 and 2.3.2.1.3 completed and approved by the Department within a mutually agreed upon timeframe determined prior to each quarterly DUR Board meeting.	20% of total monthly invoice until plan is received
2.3.2.10.8	The Contractor shall provide Quarterly Retrospective Analysis Report summarizing the interventions, responses received, additional recommendations, impact on utilization and estimated cost savings to the Department ten (10) Business Days prior to each quarterly DUR Board meeting. Section 2.3.4 (b) (i)	20% of total monthly invoice until report is received

2.3.3 End of Contract Transition

The Contractor Shall:

1. Develop and submit to the Contract Monitor for approval, an end of Contract transition plan at a minimum of one hundred and twenty days (120) days prior to the end of the Contract term. This plan shall include the transitioning of all State-owned equipment, software, transfer of all databases, work in progress and pending projects to a new contractor or at the State's option back to the State. The plan shall address staffing, communications, inventory and cooperation between the State Contract Monitor, the Contractor, and any other appropriate parties.
2. Forty-five (45) days from the end of the Contract (either the base Contract term without any renewal options being exercised, or for any renewal option period if exercised), after consultation with the State and/or at a time requested by the State, the Contractor shall support

end-of-Contract transition efforts with technical and business support to include but not be limited to:

a. Staffing assigned to transition concerns/issues;

b. Security and system accesses;

c. Any hardware/software and telecommunications requirements, setup and other general office needs. Hardware requirements to include up-to-date version of Architecture Design Document and hardware list for systems developed;

d. Records and data are the property of the Department and shall be retained for the period of five (5) years and be eradicated or destroyed after the retention period.

e. Any final training/orientation of Department staff or designee;

f. Review with the Department the procedures and practices that support the business process and system;

g. Completion of tasks and any unfinished work plan items;

h. Document any risk factors and suggested solutions;

i. Timing of transition;

j. Status reporting and meetings;

k. Other matters for the efficient and smooth transition phase; and

l. Finalizing any pending appeals the Contractor is currently working on at the end of the Contract.

2.3.4 Reports

The Contractor shall:

1. Produce all of the reports outlined below using the current version of Microsoft Office Suite. These reports must be written using proper business English, grammar, and spelling, and properly referenced.

    a. **Monthly Status Reports** – Monthly status reports shall accompany original invoices that are due each month within ten (10) Business Days after the close of the previous month. The Monthly Status Report format shall be approved by the Contract Monitor prior to the end of the Planning Phase. In addition to the original invoice(s), an electronic copy of the invoice(s) shall be sent to the Contract Monitor within three (3) Business Days after the close of the previous month. See **Appendix 13** (Sample of Monthly Status Report)

    b. **Quarterly Retrospective Analysis Report** – Present Quarterly Retrospective Analysis Reports to the DUR Board for comments and approval. The quarterly project proposals and intervention(s) summary reports must be issued to all DUR Board members in a format determined by the Department and based upon guidance given by the DUR Board. Perform quarterly retrospective analyses of the most recent claims data. At each quarterly meeting, present options to the DUR Board for retrospective analyses. After the DUR Board and the Department approve of the retrospective evaluations, create and analyze Participant profiles of claims data to meet the requirements and criteria established by the DUR Board. Review the profiles and select appropriate profiles for interventions. Interventions to be implemented, based on the analyses, will be approved by the Department and the DUR Board and will consist of intervention letters directed at providers, including a complete Participant drug profile, and available diagnosis history and a response form. Additional educational materials may be included with the intervention letter

and Participant profiles if necessary.

i. 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. 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.

c. **Outlier Reports** – In addition to the final report listed above, any Participant, Provider, Prescriber, or claim identified through the analyses, as being outside the designated parameters shall be reported to the Department upon request from the Contract Monitor. The Department will approve the format for this report. An original and one (1) copy of this report is due to the Department within ten (10) Business Days of the final intervention summary report.

d. **Report of DUM Components of Existing MCOs** – A comprehensive report evaluating all DUM components listed in COMAR 10.09.67.04 (F2) of each MCO participating in HealthChoice programs shall be prepared for the Department in a format to be determined by the Department. The report compares each MCO's DUM program against the current Standards and Reporting Requirements. See **Appendix 4** (Standards and Reporting Requirements of Drug Use Management Programs). A draft report is due to the Contact Monitor by December 1 of each year, and the final report is due by February 28 of the following year.

i. The final report shall be submitted electronically in MS Word format and include the Department's comments and recommendations and the MCO's corrective action plan, if required.

ii. Submit one (1) bound and one (1) unbound copy of this final report to the Department, no later than five (5) Business Days from February 28.

e. **MCO Summary Report of DUM Components** – This is a summary of the report referenced in section (d) above. This report is for internal use only. A draft of the report is due to the Department by March 15 of each year and the final report is due by March 31 of each year. The final report must include the Department's comments and recommendations to each MCO, each MCO's overall performance, and any other information from the individual MCO report that the Department requests to be included. The final report shall be submitted electronically in MS Word format. Submit ten (10) bound and one (1) unbound copy of this final report to the Department for distribution no later than five (5) Business Days from March 31.

f. **Report of Systems of New MCOs** – A draft report evaluating the MCOs' DUM listed in COMAR 10.09.67.04 (F2), for any new MCO that becomes a provider for HealthChoice or any MCO that is sold or transferred to a different MCO is due forty-five (45) Business Days from receipt of the initial documentation to be reviewed. A final report to include MCO's response to recommendations is due electronically to the Department forty-five (45) Business Days from receipt of the Department's comments. One (1) hard copy of the report shall be submitted bound and one (1) hard copy shall be submitted unbound. The current Standards and Reporting Requirements of Drug Use Management Programs for Managed Care Organizations participating in the Maryland HealthChoice are provided. See **Appendix 4** (Standards and Reporting Requirements of Drug Use Management Programs)

g. **Report of MCOs' Proposed Formulary Changes** – Review and submit, in a format to be determined by the Department, on a monthly basis, an evaluation of the MCO proposed formulary changes to ensure that each AHFS therapeutic class is represented and complies with regulations and standards. This report is due to the Department within ten (10) Business Days of receipt of the information to be reviewed.

h. **DUR Board Annual Report** – CMS requires an Annual Report, which must be prepared in accordance with CMS regulations specified in Title 42 §456.712 and the completed survey distributed by CMS. A draft report is due to the Department thirty (30) Business Days prior to the due date set by CMS. The final report is due to the Department within five (5) Business Days after approval of the draft report. The approved report must be submitted as per CMS requirements and timelines. A sample of the CMS survey for Federal fiscal year 2015 report is provided. See **Appendix 6** (Medicaid DUR Annual Report)

i. **Ad-Hoc Reports** – Ad-hoc reports shall be completed in timeframes specified by the Department. These reports must be provided in the format requested by the Department. Evaluate all requests for ad-hoc reports for technical feasibility within five (5) Business Days of receipt and submit an estimated timeframe to the Department for approval.

j. **Summary Reports** – Provide summary reports at the discretion of the Contract Monitor, focusing on issues of importance to the Department such as Participant, provider, or Prescriber profiling and quarterly utilization by Maryland Medicaid Program.

k. **Individual MCO Formulary Report** – These reports shall provide details by AHFS Therapeutic class specific to the formulary of each MCO participating in HealthChoice. This report is due every six (6) months for approval by the Department.

l. **Comprehensive MCO Formulary Report** – Prepare an annual composite analysis of all HealthChoice MCOs' formularies by AHFS Therapeutic class, at the request of the Department.

m. **Regional and National DUR Reports**– Represent the Department and prepare any necessary reports for Regional and National DUR conferences and meetings at the request of the Department.

n. **Monthly Report of Newly Approved Drugs** – A list of newly approved Food and Drug Administration (FDA) priority and standard medications is due to the Department within five (5) Business Days after the close of the previous month.

o. **Quarterly Report of Newly Approved Drugs** – A report of all new drugs approved by the FDA including new molecular entities, new biologicals, and new dosage forms. This report will include a clinical review of each new drug to ensure appropriate drug utilization, and propose clinical criteria for appropriate use and cost avoidance.

p. **Quarterly Drug Utilization and Expenditure Report** – A report provided quarterly that summarizes drug utilization and expenditure information for all claims in that time period. See **Appendix 14** (Sample of Quarterly Drug Utilization and Expenditures Report)

q. **Quarterly Retrospective DUR Intervention Report** – A report that summarizes Retrospective DUR interventions performed using provider education letters mailed to Prescribers and pharmacy providers.

SECTION 3 – CONTRACTOR REQUIREMENTS: GENERAL REQUIREMENTS

3.1 Insurance Requirements

3.1.1 The Contractor shall maintain Commercial General Liability Insurance 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, with a minimum limits of $1,000,000 per occurrence and $3,000,000 aggregate.

3.1.2 The Contractor shall maintain Errors and Omissions/Professional Liability insurance with minimum limits of $3,000,000 per claim and annual aggregate.

3.1.3 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.

3.1.4 The Contractor shall maintain Crime Insurance to cover employee theft with a minimum single loss limit of $1,000,000 per loss, and minimum a single loss retention not to exceed $10,000.

3.1.5 Within five (5) Business Days of recommendation for Contract award, and before any work begins, the Contractor shall provide the Procurement Officer with current certificates of insurance, and update such certificates periodically, but no less than annually in multi-year contracts, as directed by the Contract Monitor. Such copy of the Contractor's current certificate of insurance shall contain at minimum the following:

a. Workers' Compensation – The Contractor shall maintain such insurance as necessary and/or required under Workers' Compensation Acts, the Longshore and Harbor Workers' Compensation Act, and the Federal Employers' Liability Act.

b. Commercial General Liability as required in Section 3.1.1.

c. Errors and Omissions/Professional Liability as required in Section 3.1.2.

d. Automobile and/or Commercial Truck Insurance as required in Section 3.1.3.

e. Crime Insurance as required in Section 3.1.4.

3.1.6 The State of Maryland shall be listed as an additional insured on any Commercial General Liability, Auto Liability, Professional/Cyber Liability, and excess liability or umbrella policies with the exception of Workers' Compensation Insurance, which is currently handled by the Chesapeake Employer's Insurance Company (formerly Injured Workers' Insurance Fund). This means the faces of the certificates of insurance for these policies must state, "The State of Maryland is an Additional Insured." All insurance policies shall be endorsed to include a clause that requires that the insurance carrier provide the Contract Monitor, by certified mail, not less than 30 days' advance notice of any non-renewal, cancellation, or expiration. In the event the Contract Monitor receives a notice of non-renewal, the Contractor shall provide the Contract Monitor with an insurance policy from another carrier at least 15 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 provide such policies.

3.1.7 Cyber Security / Data Breach Insurance – (For any service offering hosted by the Contractor) ten million dollars ($10,000,000) per occurrence. The coverage must be valid at all locations where work is performed or data or other information concerning the State's claimants and/or employers is processed or stored.

3.1.8 The Contractor shall require that any subcontractors providing primary services (as opposed to non-critical, ancillary services) under this Contract obtain and maintain the same levels of insurance and shall provide the Contract Monitor with the same documentation as is required of the Contractor.

3.2 Security Requirements

3.2.1 Employee Identification

3.2.1.1 Each person who is an employee or agent of the Contractor or subcontractor shall display his or her company ID badge at all times while on State premises. Upon request of authorized State personnel, each such employee or agent shall provide additional photo identification.

3.2.1.2 At all times at any facility, the Contractor's personnel shall cooperate with State site requirements that include but are not limited to being prepared to be escorted at all times, providing information for badge issuance, and wearing the badge in a visible location at all times.

3.2.2 Criminal Background Check

The Contractor shall obtain from all Contractor and subcontractor personnel assigned to work on the Contract a signed statement permitting a criminal background check. The Contractor shall secure at its own expense a Maryland State Police and/or FBI background check and provide the Contract Monitor with completed checks on the above-listed personnel assigned to work under the Contract prior to assignment. At a minimum, these background checks must include all convictions and probation before judgment (PBJ) dispositions. The Contractor may not assign an individual whose background check reflects any criminal activity to work under this Contract unless prior written approval is obtained from the Contract Monitor.

3.2.3 Information Technology

For purposes of this solicitation and the resulting Contract:

(1) "Sensitive Data" means information that is protected against unwarranted disclosure, to include Personally Identifiable Information (PII), Protected Health Information (PHI) or other private/confidential data, as specifically determined by the State. Sensitive Data includes 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; (3) falls within the definition of "personal information" under Md. Code Ann., General Provisions § 14-3501(d); or (4) falls within the definition of "personal information" under Md. Code Ann., St. Govt. § 10-1301(c).

(2) "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) The Contractor, including any relevant subcontractor(s), shall implement administrative, physical, and technical safeguards to protect State data that are no less rigorous than accepted industry standards for information security such as those listed below, and ensure that all such safeguards, including the manner in which State data is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws as well as the terms and conditions of this solicitation and resulting Contract.

(4) The Contractor, including any and all subcontractor(s), agrees to abide by all applicable federal, State and local laws concerning information security and comply with current State of

Maryland Department of Information Technology Security Policy: http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx The State IT Security Policy may be revised from time to time. The Contractor and all subcontractors shall comply with all such revisions. Updated and revised versions of the State IT Policy and Standards are available online on this website.

3.2.3.1 **Information Security Requirements**

To ensure appropriate data protection safeguards are in place, the Contractor and any relevant subcontractor(s) shall at a minimum implement and maintain the following information technology controls at all times throughout the life of the Contract. The Contractor and any relevant subcontractor(s) may augment this list with additional information technology 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 the test and/or training environment 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 to reduce the Contractor/subcontractor's systems' surface of vulnerability. The purpose of system hardening procedures is to eliminate as many security risks as possible. These procedures may include but are not limited to removal of unnecessary software, disabling or removing of unnecessary services, removal of unnecessary usernames or logins, and deactivation of unneeded features in the Contractor/subcontractor's system configuration files.

(3) Establish policies and procedures to implement and maintain mechanisms for regular internal vulnerability testing of operating system, application, and network devices supporting the services provided under this Contract. Such testing is intended to identify outdated software versions; missing software patches; and device or software misconfigurations; and validate compliance with or deviations from the Contractor's and/or subcontractor's security policy. The Contractor and any relevant subcontractor(s) shall evaluate all identified vulnerabilities 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.

(4) Where website hosting or Internet access is the service provided or part of the service provided, the Contractor and any relevant subcontractor(s) shall conduct regular external vulnerability testing. External vulnerability testing is an assessment designed to examine the Contractor's and subcontractor's security profile from the Internet without benefit of access to internal systems and networks behind the external security perimeter. The Contractor and any relevant subcontractor(s) 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.

(5) Ensure that anti-virus and anti-malware software is installed and maintained on all systems supporting the services provided under this Contract, automatically updated, and configured to actively scan and detect threats to the system for remediation.

(6) Enforce strong user authentication and password control measures over the Contractor/subcontractor's systems supporting the services provided under this Contract to minimize the opportunity for unauthorized system 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.

(7) Ensure State data under this service is not processed, transferred, or stored outside of the United States.

(8) Ensure that State data is not comingled with the Contractor's and subcontractor's other clients' data through the proper application of data compartmentalization security measures. This includes but is not limited to classifying data elements and controlling access to those elements based on the classification and the user's access or security level.

(9) Apply data encryption to protect State data, especially Sensitive Data, from improper disclosure or alteration. Data encryption should be applied to State data in transit over networks and, where possible, State data at rest within the system, 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

(10) Enable appropriate logging parameters on systems supporting services provided under this Contract 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 as well as information security standards including the current State of Maryland Department of Information Security Policy: http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx

(11) 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 perform remediation, if required. The Department shall have the right to inspect these policies and procedures and the Contractor or subcontractor's performance to confirm the effectiveness of these measures for the services being provided under this Contract.

(12) Ensure system and network environments are separated by properly configured and updated firewalls to preserve the protection and isolation of Sensitive Data from unauthorized access as well as the separation of production and non-production environments.

(13) Restrict network connections between trusted and untrusted networks by physically and/or logically isolating systems supporting the services being provided under the Contract from unsolicited and unauthenticated network traffic.

(14) 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.

(15) Ensure that the Contractor's and any subcontractor's personnel shall not connect any of their own equipment to a State LAN/WAN without prior written approval by the State. The Contractor/subcontractor shall complete any necessary paperwork as directed and coordinated with the Contract Monitor to obtain approval by the State to connect Contractor/subcontractor-owned equipment to a State LAN/WAN.

3.2.3.2 **Contingency / Disaster Recovery Plans**

(1) The Contractor and any relevant subcontractor(s) shall have robust contingency and disaster recovery plans in place to ensure that the services provided under this Contract will be maintained in the event of disruption to the Contractor/subcontractor's operations (including, but not limited to, disruption to information technology systems), however caused.

(2) The contingency and disaster recovery plans must be designed to ensure that services under this Contract are restored after a disruption within fourteen (14) days in order to avoid unacceptable consequences due to the unavailability of services.

(3) The Contractor and any relevant subcontractor(s) shall test the contingency/disaster recovery plans at least twice annually to identify any changes that need to be made to the plan(s) to ensure a minimum interruption of service. Coordination shall be made with the State to ensure limited system downtime when testing is conducted. At least one annual test shall include backup media restoration and failover / fallback operations.

(4) Such contingency and disaster recovery plans shall be available for the Department to inspect and practically test at any reasonable time, and subject to regular updating, revising, and testing throughout the term of the Contract.

3.2.3.3 **Incident Response Requirement**

(1) The Contractor shall notify the Contract Monitor when any Contractor and/or subcontractor 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 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.

(2) The Contractor shall notify the Contract Monitor within two (2) Business Days of the discovery of the unintended access or attack by providing notice via written or electronic correspondence to the Contract Monitor and Procurement Officer.

(3) The Contractor shall notify the Contract Monitor within two (2) Business Days if there is a threat to the Contractor's and/or subcontractor's systems as it pertains to the use, disclosure, and security of the Department's Sensitive Data.

(4) If an unauthorized use or disclosure of any Sensitive Data occurs, the Contractor must provide written notice to the Contract Monitor within two (2) Business Days after the Contractor's discovery of such use or disclosure and, thereafter, all information the State requests concerning such unauthorized use or disclosure.

(5) The Contractor, within two (2) Business Days of discovery, shall report to the Contract Monitor any improper or non-authorized use or disclosure of Sensitive Data. The Contractor shall provide such other information, including a written report, as reasonably requested by the State. The 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.

(6) The Contractor shall 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 any 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 indemnify, hold

harmless, and defend the State 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.

(7) This Section 3.2.3.3 shall survive expiration or termination of the Contract.

3.3 Problem Escalation Procedure

3.3.1 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.

The Contractor shall provide contact information to the Contract Monitor, as well as to other State personnel as directed should the Contract Monitor not be available.

3.3.2 The Contractor must provide the PEP no later than ten (10) Business Days after Contract Commencement. 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. Names, titles, and contact information for progressively higher levels of personnel in the Contractor's organization who would become involved in resolving a problem;
c. For each individual listed in the Contractor's PEP, the maximum amount of time a problem will remain unresolved with that individual before the problem escalates to the next contact person listed in the Contractor's PEP;
d. Expedited escalation procedures and any circumstances that would trigger expedited them;
e. The method of providing feedback on resolution progress, including the frequency of feedback to be provided to the State;
f. Contact information for persons responsible for resolving issues after normal business hours (e.g., evenings, weekends, holidays, etc.) and on an emergency basis; and
g. A process for updating and notifying the Contract Monitor of any changes to the PEP.

Nothing in this section shall be construed to limit any rights of the Contract Monitor or the State which may be allowed by the Contract or applicable law.

3.4 Invoicing

3.4.1 **General**

3.4.1.1 All invoices for services shall be signed by the Contractor and submitted to the Contract Monitor. 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.

3.4.1.2 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 Procurèrent Article §§ 15-215 through 15-223 and with COMAR 21.10.04.

3.4.2 **Invoice Submission Schedule**

The Contractor shall submit invoices in accordance with the following schedule:

Bill the Department **monthly, no later than the 10th of each month for the preceding month's services**, certifying thereto that the work and services have been performed, that payment for said work has not been received, and that the amount specified is due and owing. The amount for the transition period shall be the amount submitted on the Contractor's price sheet (RFP Attachment F) for the transition period. Transition period invoice shall be submitted for payment ten (10) business days after completion of the Planning Phase. The amount due each month during the 3 year performance period shall be 1/36 of the amount submitted on the price sheet for the base period of the Contract. The amount due each month during a two year option period shall be 1/24 of the amount submitted on the price sheet for the option period.

3.5 SOC 2 Type 2 Audit Report

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 3.2.3(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.

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 and Confidentiality , and shall address all areas relating to Information Technology security and operational processes (see RFP Section 3.2.3.). 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, and Confidentiality (SOC 2)* 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:

3.5.1 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 Monitor. All subsequent SOC 2 Audits that are arranged after this initial audit shall be performed on annual basis and submitted to the Contract Monitor by (Department to specify the reoccurring annual date – ex. "March 1") for the preceding calendar year.

3.5.2 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 3.2, relevant to the following trust principles: Security and Confidentiality as defined in the aforementioned Guidance.

3.5.3 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.

3.5.4 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.

3.5.5 All SOC 2 Audits, including those of the Contractor and any relevant subcontractor, shall be performed at no additional expense to the Department.

3.5.6 The Contractor and all relevant subcontractors shall promptly provide a complete copy of the final SOC 2 Report(s) to the Contract Monitor upon completion of each SOC 2 Audit engagement.

3.5.7 The Contractor shall provide to the Contract Monitor, 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.

3.5.8 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).

3.5.9 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 3.5.1, 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.

3.6 MBE Reports

If this solicitation includes an MBE Goal (see Section 4.26), the Contractor and its MBE subcontractors shall provide the following MBE Monthly Reports based upon the commitment to the goal:

(1) **Attachment D-4A**, the MBE Participation Prime Contractor Paid/Unpaid MBE Invoice Report by the 10th of the month following the reporting period to the Contract Monitor and the MBE Liaison Officer;

(2) **Attachment D-4B, (***if applicable*), the MBE Prime Contractor Report by the 10th of the month following the reporting period to the Contract Monitor and the MBE Liaison Officer; and

(3) **Attachment D-5,** the MBE Participation Subcontractor Paid/Unpaid MBE Invoice Report by the 10th of the month following the reporting period to the Contract Monitor and the MBE Liaison Officer.

3.7 VSBE Reports

This Section is not applicable to this document.

3.8 Liquidated Damages

See Section 2.3.2.11 Service Level Matrix (SLM) for Liquidated Damages.

3.9 End of Contract Transition

The Contractor shall cooperate in the orderly transition of services as described in **Section 2.3.3** of this RFP.

3.10 Substitution of Personnel

3.10.1 **Continuous Performance of Key Personnel.** Unless substitution is approved per paragraphs **3.10.2-3.10.4** of this section, Key Personnel shall be the same personnel proposed in the Contractor's Technical Proposal, which will be incorporated into the Contract by reference. Such identified 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 this Contract, as described in the RFP or the Contractor's Technical Proposal, without the prior written approval of the Contract Monitor.

If the Contract is task order based, the provisions of this section apply to Key Personnel identified in each task order proposal and agreement.

3.10.2 **Definitions.** For the purposes of this section, the following definitions apply:

Extraordinary Personal Circumstance – Any circumstance in an individual's personal life that reasonably requires immediate and continuous attention for more than fifteen (15) days and precludes the individual from performing his/her job duties under this Contract. Examples of such circumstances may include, but are not limited to: a sudden leave of absence to care for a family member who is injured, sick, or incapacitated; the death of a family member, including the need to attend to the estate or other affairs of the deceased or his/her dependents; substantial damage to, or destruction of, the

individual's home that causes a major disruption in the individual's normal living circumstances; criminal or civil proceedings against the individual or a family member; jury duty; and military service call-up.

Incapacitating – 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.

Sudden – When the Contractor has less than thirty (30) days' prior notice of a circumstance beyond its control that will require the replacement of any Key Personnel working under the Contract.

3.10.3 **Key Personnel General Substitution Provisions**. The following provisions apply to all of the circumstances of staff substitution described in paragraph **3.10.4** of this section.

1. The Contractor shall demonstrate to the Contract Monitor's satisfaction that the proposed substitute Key Personnel have qualifications at least equal to those of the Key Personnel for whom the replacement is requested.

2. The Contractor shall provide the Contract Monitor with a substitution request that shall include:
   - A detailed explanation of the reason(s) for the substitution request;
   - The resume of the proposed substitute personnel, signed by the substituting individual and his/her formal supervisor;
   - The official resume of the current personnel for comparison purposes; and
   - Any evidence of any required credentials.

3. The Contract Monitor may request additional information concerning the proposed substitution. In addition, the Contract Monitor 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 Monitor 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 Monitor will not unreasonably withhold approval of a requested Key Personnel replacement.

3.10.4 **Replacement Circumstances**

3.10.4.1 **Voluntary Key Personnel Replacement**. To voluntarily replace any Key Personnel, the Contractor shall submit substitution request as described in paragraph **3.10.3** of this section to the Contract Monitor at least fifteen (15) days prior to the intended date of change. Except in a circumstance described in paragraph **3.10.4**.(**2)** of this clause, a substitution may not occur unless and until the Contract Monitor approves the substitution in writing.

3.10.4.2 **Key Personnel Replacement Due to Vacancy**. The Contractor shall replace Key Personnel whenever a vacancy occurs due to the sudden termination, resignation, leave of absence due to an Extraordinary Personal Circumstance, Incapacitating injury, illness or physical condition, or death of such personnel. (A termination or resignation with thirty (30) days or more advance notice shall be treated as a Voluntary Key Personnel Replacement as per Section **3.10.4.1** of this section.).

Under any of the circumstances set forth in this paragraph **3.10.4.2**, the Contractor shall identify a suitable replacement and provide the same information or items required under paragraph **3.10.3** 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.

3.10.4.3 **Key Personnel Replacement Due to an Indeterminate Absence**. 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, leave of absence under a family medical leave, or an Extraordinary Personal Circumstance 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 or items to the Contract Monitor as required under paragraph **3.10.3** of this section.

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 Monitor, at the option and sole discretion of the Contract Monitor, the original personnel may continue to work under the Contract, or the replacement personnel will be authorized to replace the original personnel, notwithstanding the original personnel's ability to return.

3.10.4.4 **Directed Personnel Replacement**.

3.10.4.4.1 The Contract Monitor may direct the Contractor to replace any personnel who are perceived as being unqualified, non-productive, unable to fully perform the job duties due to full or partial Incapacity or Extraordinary Personal Circumstance, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law, agency, or Contract requirements. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation, as described in paragraph **3.10.4.4.2**. If after such remediation the Contract Monitor determines that the personnel performance has not improved to the level necessary to continue under the Contract, if at all possible at least fifteen (15) days notification of a directed replacement will be provided. However, if the Contract Monitor deems it necessary and in the State's best interests to remove the personnel with less than fifteen (15) days' notice, the Contract Monitor can direct the removal in a timeframe of less than fifteen (15) days, including immediate removal.

In circumstances of directed removal, the Contractor shall, in accordance with paragraph **3.10.3** of this section, provide a suitable replacement for approval within fifteen (15) days of the notification of the need for removal, or the actual removal, whichever occurs first.

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

Should performance issues persist despite the approved Remediation Plan, the Contract Monitor will 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 personnel whose performance is at issue with a qualified substitute, including requiring the immediate removal of the Key Personnel at issue.

Replacement or substitution of 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.

SECTION 4 – PROCUREMENT INSTRUCTIONS

4.1 Pre-Proposal Conference

A Pre-Proposal Conference (the Conference) will be held at the date, time, and location indicated on the RFP Key Information Summary Sheet (near the beginning of the solicitation, after the Title Page and Notice to Vendors).
All prospective Offerors are encouraged to attend in order to facilitate better preparation of their Proposals.

The Conference will be summarized. As promptly as is feasible after the Conference, a summary of the Conference and all questions and answers known at that time will be distributed to all prospective Offerors known to have received a copy of this RFP. This summary, as well as the questions and answers, will also be posted on eMaryland Marketplace. (See **Section 4.2**).

In order to assure adequate seating and other accommodations at the Conference, please e-mail or fax the Pre-Proposal Conference Response Form (See **Attachment A**) to the attention of the Procurement Coordinator at least five (5) Business Days prior to the Pre-Proposal Conference date. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please notify the Procurement Coordinator at least five (5) Business Days prior to the Pre-Proposal Conference date. The Department will make a reasonable effort to provide such special accommodation.

4.2 eMaryland Marketplace

Each Offeror is requested to indicate its eMaryland Marketplace (eMM) vendor number in the Transmittal Letter (cover letter) submitted at the time of its Proposal submission to this RFP.

eMM is an electronic commerce system administered by the Maryland Department of General Services. In addition to using the MDH website http://dbm.maryland.gov/proccontracts/Pages/ProcurementsinProgress.aspx, and possibly other means for transmitting the RFP and associated materials, solicitation and summary of the Pre-Proposal Conference, Offeror questions, and Procurement Officer's responses, addenda, and other solicitation-related information will be provided via eMM.

In order to receive a contract award, a vendor must be registered on eMM. Registration is free. Go to https://emaryland.buyspeed.com/bso/login.jsp, click on "Register" to begin the process, and then follow the prompts.

4.3 Questions

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 on 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. Questions, both oral and written, will also be accepted from prospective Offerors attending the Conference. If possible and appropriate, these questions will be answered at the Conference.

Questions will also be accepted subsequent to the Conference and should be submitted to the Procurement Officer via email in a timely manner prior to the Proposal due date. Questions are requested to be submitted at least five (5) days prior to the Proposal due date. The Procurement Officer, based on the availability of time to

research and communicate an answer, shall decide whether an answer can be given before the Proposal due date. Time permitting, answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, will be distributed to all vendors that are known to have received a copy of the RFP in sufficient time for the answer to be taken into consideration in the Proposal.

4.4 Procurement Method

This Contract will be awarded in accordance with the Competitive Sealed Proposals method under COMAR 21.05.03.

4.5 Proposals Due (Closing) Date and Time

Proposals, in the number and form set forth in RFP Section 5.2 "Proposals" must be received by the Procurement Officer at the Procurement Officer's address no later than the Proposal Due date and time indicated on the RFP Key Information Summary Sheet (near the beginning of the solicitation, after the Title Page and Notice to Vendors) in order to be considered.

Requests for extension of this time or date will 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 21.05.03.02.F and 21.05.02.10, Proposals received after the due date and time listed in the RFP Key Information Summary Sheet will not be considered.

Proposals may be modified or withdrawn by written notice received by the Procurement Officer before the time and date set forth in the RFP Key Information Summary Sheet for receipt of Proposals.

Proposals may not be submitted by e-mail or facsimile. Proposals will not be opened publicly.

Vendors not responding to this solicitation are requested to submit the "Notice to Vendors" form, which includes company information and the reason for not responding (e.g., too busy, cannot meet mandatory requirements, etc.). This form is located in the RFP immediately following the Title Page (page ii).

4.6 Multiple or Alternate Proposals

Multiple and/or alternate Proposals will not be accepted.

4.7 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.

4.8 Public Information Act Notice

An Offeror should give specific attention to the clear identification of those portions of its Proposal that it considers confidential and/or 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, Md. Code Ann., General Provisions Article, Title 4. (Also, see RFP Section **5.4.2.2** "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.

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.

4.9 Award Basis

The 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 goods and services as specified in this RFP. See RFP Section 6 for further award information.

4.10 Oral Presentation

Offerors may 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.

4.11 Duration of Proposal

Proposals submitted in response to this RFP are irrevocable for 120 days following the closing date for submission of Proposals or best and final offers (see Section **6.5.2.5**) if requested. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

4.12 Revisions to the RFP

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 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 timely Proposals and that remain under award consideration as of the issuance date of the addenda.

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.

4.13 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, waive or permit the cure of minor irregularities, and 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.

In the event, a government entity proposes and receives the recommendation for award for the Contract resulting from this RFP, the procurement may be cancelled and the award processed as a Memorandum of Understanding in accordance with COMAR 21.01.03.01.A(4).

4.14 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, providing a demonstration, or performing any other activities related to submitting a Proposal in response to this solicitation.

4.15 Protest/Disputes

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

4.16 Offeror Responsibilities

The selected Offeror shall be responsible for all products and services required by this RFP. All subcontractors must be identified and a complete description of their role relative to the Proposal must 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 (See **Attachments D-1A, D-1B, E-1 and E-1A**) to this RFP (see Section **4.26** "Minority Business Enterprise Goals" and Section **4.27** "Veteran-Owned Small Business Enterprise Goal").

If an Offeror that seeks to perform or provide the services required by this RFP is the subsidiary of another entity, all information submitted by the Offeror, including 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 shall submit with its Proposal an explicit statement, signed by an authorized representative of the parent organization, stating that the parent organization will guarantee the performance of the subsidiary.

A parental guarantee of the performance of the Offeror under this Section will not automatically result in crediting the Offeror with the experience and/or qualifications of the parent under any evaluation criteria pertaining to the Offeror's experience and qualifications. Instead, the Offeror will be evaluated on the extent to which the State determines that the experience and qualification of the parent are transferred to and shared with the Offeror, the parent is directly involved in the performance of the Contract, and the value of the parent's participation as determined by the State.

4.17 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 herein as **Attachment M**. Any exceptions to this RFP or the Contract shall be clearly identified in the Executive Summary of the Technical Proposal. **A Proposal that takes exception to these terms may be rejected (see RFP Section 5.4.2.4).**

4.18 Proposal Affidavit

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

4.19 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 which is included as **Attachment N** of this RFP. This Affidavit must be provided within five (5) Business Days of notification of proposed Contract award. The Contractor must also submit a Contract Affidavit with any Contract renewal, including the exercise of any options or modifications that may extend the Contract term. For purposes of completing Section "B" of this Affidavit (Certification of Registration or Qualification with the State Department of Assessments and Taxation), a business entity that is organized outside of the State of Maryland is considered a "foreign" business.

4.20 Compliance with Laws/Arrearages

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.

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

4.21 Verification of Registration and Tax Payment

Before a business entity can do business in the State, it must be registered with the State Department of Assessments and Taxation (SDAT). SDAT is located at State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. For registration information, visit https://www.egov.maryland.gov/businessexpress .

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 SDAT may disqualify an otherwise successful Offeror from final consideration and recommendation for Contract award.

4.22 False Statements

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

(a) In connection with a procurement contract a person may not willfully:

(1) falsify, conceal, or suppress a material fact by any scheme or device;
(2) make a false or fraudulent statement or representation of a material fact; or
(3) use a false writing or document that contains a false or fraudulent statement or entry of a material fact.

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

(c) 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 5 years or both.

4.23 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 selected 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, must include the business identification information as stated on the form, and must include the reason for the exemption. The COT/GAD X-10 form may be downloaded from the Comptroller's website at: http://comptroller.marylandtaxes.com/Government_Services/State_Accounting_Information/Static_Files/APM/X-1020130407.pdf .

4.24 Prompt Payment Policy

This procurement and the Contract(s) 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 shall comply with the prompt payment requirements outlined in the Contract "Prompt Payment" clause (see **Attachment M**). Additional information is available on GOMA's website at: http://goma.maryland.gov/Documents/Legislation/PromptPaymentFAQs.pdf .

4.25 Electronic Procurements Authorized

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

4.25.2 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 Contract.

4.25.3 "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.

4.25.4 In addition to specific electronic transactions specifically authorized in other sections of this solicitation (e.g., RFP § 4.23 "Payments by Electronic Funds Transfer") and subject to the exclusions noted in section **4.25.5** of this subsection, the following transactions are authorized to be conducted by electronic means on the terms described:

4.25.4.1 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; and
(g) The Procurement Officer's decision on any Proposal protest or Contract claim.

4.25.4.2 An Offeror or potential Offeror may use e-mail or facsimile 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; and
(c) Submit a "No Proposal Response" to the solicitation.

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

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

(a) Submission of initial Proposals;
(b) Filing of Proposal Protests;
(c) Filing of Contract Claims;
(d) Submission of documents determined by the Department to require original signatures (e.g., Contract execution, Contract modifications, etc.); or
(e) 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.

4.25.6 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, Contract, or direction from the Procurement Officer or Contract Monitor.

4.26 Minority Business Enterprise Goals

4.26.1 Establishment of Goal and Subgoals. An overall MBE subcontractor participation goal of 10% of the total contract dollar value, including all option years, if any, has been established for this procurement.

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.

4.26.2 Attachments D-1 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 be submitted 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

4.26.3 An Offeror shall include with its 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.

4.26.4 Offerors are responsible for verifying that each MBE (including any MBE Prime and/or MBE Prime 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.

4.26.5 Within ten (10) Business Days from notification that it is the recommended awardee or from 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 Subcontractor/Prime Project Participation Certification (**Attachment D-3A/3B**); and
(c) 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.

Further, 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.

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.

4.26.6 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.maryland.gov/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.**

4.26.7 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, *if applicable*); and

(c) **Attachment D-5** (MBE Subcontractor Unpaid MBE Invoice Report).

4.26.8 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) Business Days from notification that it is the recommended awardee or from the date of the actual award, whichever is earlier, as required in COMAR 21.11.03.11.

4.26.9 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 resulting 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 M**, Section 2.1).

4.26.10 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 M**, "Liquidated Damages" clause).

4.26.11 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 sub-goals, 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 (**Attachment D-1A**) and include information regarding the work it will self-perform. For the remaining portion of the overall goal and the sub-goals, the MBE Prime must also identify 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 sub-goal classifications but can self-perform up to 100% of the stated sub-goal.

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.

4.26.12 With respect to Contract administration, the Contractor shall:

(1) Submit to the Department's designated representative by the 10th of the month following the reporting period:

a. 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

b. (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.

(2) Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit to the Department's designated representative by the 10th of the month following the reporting period 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 reporting period month, as well as any outstanding invoices, and the amounts of those invoices.

(3) 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, type of work performed by each, and 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.

(4) Consent to provide such documentation as reasonably requested and 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.

(5) 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.

4.27 Veteran-Owned Small Business Enterprise Goal

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

4.28 Living Wage Requirements

4.28.1 Maryland law requires that Contractors meeting certain conditions pay a living wage to covered employees on State service contracts over $100,000. Maryland Code, State Finance and Procurement, § 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.

4.28.2 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. See the "Living Wage" clause in the Contract (**Attachment M**).

4.28.3 Additional information regarding the State's living wage requirement is contained in **Attachment F**. Offerors must complete and submit the Maryland Living Wage Requirements Affidavit of Agreement (**Attachment F-1**) with their Proposals. If an Offeror fails to complete and submit the required documentation, the State may determine the Offeror to be not responsible under State law.

4.28.4 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 Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event that the employees who perform the services are not located in the State, the head of the unit responsible for a State Contract pursuant to §18-102(d) of the State Finance and Procurement Article shall assign the tier based upon where the Participants of the services are located.

4.28.5 The Contract resulting from this solicitation will be determined to be a Tier 1 Contract or a Tier 2 Contract depending on the location(s) from which the Contractor provides 50% or more of the services. The Offeror must identify in its Proposal the location(s) from which services will be provided, including the location(s) from which 50% or more of the Contract services will be provided.

(1) If the Contractor provides 50% or more of the services from a location(s) in a Tier 1 jurisdiction(s) the Contract will be a Tier 1 Contract.

(2) If the Contractor provides 50% or more of the services from a location(s) in a Tier 2 jurisdiction(s), the Contract will be a Tier 2 Contract.
(3) 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 Participants are located. In this circumstance, this Contract will be determined to be a Tier 1 Contract**.**

4.28.6 Information pertaining to reporting obligations may be found by going to the Maryland Department of Labor, Licensing and Regulation (DLLR) website: http://www.dllr.state.md.us/labor/prev/livingwage.shtml.

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

4.29 Federal Funding Acknowledgement

4.29.1 There are programmatic conditions that apply to this Contract due to federal funding. (See **Attachment G**).

4.29.2 The total amount of Federal funds allocated for the Office of Systems, Operations & Pharmacy, Medical Care Programs is $11,642,767 in Maryland State fiscal year FY19. This represents 69 % 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.

4.29.3 This Contract contains federal funds. The source of these federal funds is: Office of Systems, Operations & Pharmacy Medical Care Programs Title 19. The CFDA number is: CFDA93.778. The conditions that apply to all federal funds awarded by the Department are contained in Federal Funds **Attachment G**. Any additional conditions that apply to this particular federally-funded contract are contained as supplements to Federal Funds **Attachment G** 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.

4.30 Conflict of Interest Affidavit and Disclosure

Offerors shall complete and sign the Conflict of Interest Affidavit and Disclosure (**Attachment H**) and submit it with their Proposals. 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 H**, Conflict of Interest Affidavit and Disclosure. For policies and procedures applying specifically to Conflict of Interests, the Contract is governed by COMAR 21.05.08.08.

4.31 Non-Disclosure Agreement

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 I**. 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.

4.32 HIPAA - Business Associate Agreement

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 J**. 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.

4.33 Nonvisual Access

This solicitation does not contain Information Technology (IT) provisions requiring Nonvisual Access.

4.34 Mercury and Products That Contain Mercury

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

4.35 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 L**. The Disclosure must be provided with the Proposal.

4.36 Department of Human Resources (DHR) Hiring Agreement

This solicitation does not require a DHR Hiring Agreement.

4.37 Small Business Reserve (SBR) Procurement

This solicitation is not designated as a Small Business Reserve (SBR) Procurement.

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SECTION 5 – PROPOSAL FORMAT

5.1 Two Part Submission

Offerors shall submit Proposals in separate volumes:

- Volume I – TECHNICAL PROPOSAL
- Volume II – FINANCIAL PROPOSAL

5.2 Proposals

5.2.1 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 four (4) 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

to the Procurement Officer (see RFP Key Information Summary Sheet) prior to the date and time for receipt of Proposals (see RFP Section **4.5** "Proposals Due (Closing) Date and Time").

5.2.2 An electronic version (on Compact Disk/CD, Digital Versatile Disc/DVD, or 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 (on CD, DVD, or 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 CD/DVD/USB Flash Drive must be labeled on the outside with the RFP title and number, name of the Offeror, and volume number. Each CD/DVD/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.

5.2.3 A second electronic version of Volume I and Volume II in searchable Adobe .pdf format shall be submitted on CD, DVD, or 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").

5.2.4 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.).

5.2.5 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.

5.3 Delivery

Offerors may either mail or hand-deliver Proposals.

5.3.1 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.

5.3.2 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.

5.3.3 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.

5.4 Volume I – Technical Proposal

Note: No pricing information is to be included in the Technical Proposal (Volume 1). Pricing information is to be included only in the Financial Proposal (Volume II).

5.4.1 **Format of Technical Proposal.** Inside a sealed package described in Section **5.2** "Proposals," the unbound original, four (4) copies, and the electronic version shall be provided. The RFP sections are numbered for ease of reference. Section **5.4.2** sets forth the order of information to be provided in the Technical Proposal, e.g., Section **5.4.2.1** "Title and Table of Contents," Section **5.4.2.2** "Claim of Confidentiality," Section **5.4.2.3** "Transmittal Letter," Section **5.4.2.4** "Executive Summary," etc. In addition to the instructions below, responses in the Offeror's Technical Proposal should reference the organization and numbering of Sections in the RFP (ex. "Section 2.2.1 Response . . .; "Section 2.2.2 Response . . .," etc.). This Proposal organization will allow State officials and the Evaluation Committee (see RFP Section **6.1**) to "map" Offeror responses directly to RFP requirements by Section number and will aid in the evaluation process.

5.4.2 **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:

5.4.2.1 **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.

5.4.2.2 **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. An explanation for each claim of confidentiality shall be included (see Section 4.8 "Public Information Act Notice"). The entire Proposal should not be given a blanket confidentiality designation. Any confidentiality designation must apply to specific sections, pages, or portions of pages of the Proposal.

5.4.2.3 **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 the services and requirements as stated in this RFP. The Transmittal Letter should include the following:

(1) Name and address of the Offeror;
(2) Name, title, e-mail address, and telephone number of primary contact for the Offeror;
(3) Solicitation Title and Solicitation Number that the Proposal is in response to;
(4) Signature, typed name, and title of an individual authorized to commit the Offeror to its Proposal;
(5) Federal Employer Identification Number (FEIN) of the Offeror, or if a single individual, that individual's Social Security Number (SSN);
(6) Offeror's eMM number;
(7) Offeror's MBE certification number (if applicable);
(8) Acceptance of all State RFP and Contract terms and conditions (see Section **4.17**); if any exceptions are taken, they are to be noted in the Executive Summary (see Section **5.4.2.4**); and
(9) Acknowledgement of all addenda to this RFP.

5.4.2.4 **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 shall identify the Service Category(ies) and Region(s) for which the Offeror is proposing to provide services (if applicable). In addition, the Summary shall indicate whether the Offeror is the subsidiary of another entity, and if so, whether all information submitted by the Offeror pertains exclusively to the Offeror. If not, the subsidiary Offeror shall include a guarantee of performance from its parent organization as part of its Executive Summary.

The Summary shall also identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract (**Attachment M**), 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 Contract (**Attachment M**), or any other attachments, the Executive Summary shall so state.

5.4.2.5 **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 RFP Section 1, "Minimum Qualifications."

5.4.2.6 **Offeror Technical Response to RFP Requirements and Proposed Work Plan (Submit under TAB E)**.

5.4.2.6.1 The Offeror shall address each Scope of Work requirement (RFP Section 2) 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.

5.4.2.6.2 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 2, 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.

5.4.2.6.3 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.

5.4.2.6.4 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 Monitor 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 3.3.

5.4.2.7 **Experience and Qualifications of Proposed Staff (Submit under TAB F).** The Offeror shall identify the qualifications and types of staff proposed to be utilized under the Contract. The Offeror shall identify how it meets Professional Staffing Requirements found in Section 2.3.2.9.1 a. and b.

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.

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.

5.4.2.8 **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:

(1) The number of years the Offeror has provided the similar services;
(2) The number of clients/customers and geographic locations that the Offeror currently serves;
(3) The names and titles of headquarters or regional management personnel who may be involved with supervising the services to be performed under this Contract;
(4) The Offeror's process for resolving billing errors; and
(5) An organizational chart that identifies the complete structure of the Offeror, including any parent company, headquarters, regional offices, and subsidiaries of the Offeror.

5.4.2.9 **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 services specified in this RFP. Each reference shall be from a client for whom the Offeror has provided services within the past five (5) years and shall include the following information:

(1) Name of client organization;
(2) Name, title, telephone number, and e-mail address, if available, of point of contact for client organization; and
(3) Value, type, duration, and description of services provided.

The Department reserves the right to request additional references or utilize references not provided by an Offeror.

5.4.2.10 **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 services or for which services have been completed within the last five (5) years. For each identified contract, the Offeror is to provide:

(1) The State contracting entity;
(2) A brief description of the services/goods provided;
(3) The dollar value of the contract;
(4) The term of the contract;
(5) The State employee contact person (name, title, telephone number, and, if possible, e-mail address); and
(6) 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.

5.4.2.11 **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:

(1) Dun & Bradstreet Rating;
(2) Standard and Poor's Rating;
(3) Lines of credit;
(4) Evidence of a successful financial track record; and
(5) Evidence of adequate working capital.

5.4.2.12 **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 **3.1**. See Section **3.1** for the required insurance certificate submission for the recommended Offeror.

5.4.2.13 **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.

5.4.2.14 **Legal Action Summary (Submit under TAB M)**. This summary shall include:

(1) A statement as to whether there are any outstanding legal actions or potential claims against the Offeror and a brief description of any action;
(2) A brief description of any settled or closed legal actions or claims against the Offeror over the past five (5) years;
(3) A description of any judgments against the Offeror within the past five (5) years, including the case name, court case docket number, and what the final ruling or determination was from the court; and
(4) In instances where litigation is on-going and the Offeror has been directed not to disclose information by the court, the name of the judge and location of the court.

5.4.2.15 **Economic Benefit Factors (Submit under TAB N)**. 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. The economic benefit offered should be consistent with the Offeror's Total Proposal Price from **Attachment B**, the Financial Proposal Form. See COMAR 21.05.03.03A(3).

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.

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.

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.

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; and
(3) Tax revenues from Maryland-based employees or locations, other than those that will be performing, or used to perform, work under this Contract.

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.

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 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.

5.4.3 **Additional Required Technical Submissions (Submit under TAB O)**.

5.4.3.1 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 5.4.2.

a. Completed Proposal Affidavit (**Attachment C**).
b. Completed Maryland Living Wage Requirements Affidavit of Agreement (**Attachment F-1**).

5.4.3.2 ***<u>If Required</u>**, 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 **5.4.2**. *****See appropriate RFP Section to determine whether the particular document is required for this procurement:

(1) A Signed Statement from the Offeror's Parent Organization Guaranteeing Performance of the Offeror. **See Section 4.16;**
(2) Completed MDOT Certified MBE Utilization and Fair Solicitation Affidavit (**Attachment D-1A**). **See Section 4.26**;
(3) Completed Federal Funds Attachment (**Attachment G**). **See Section 4.29;**
(4) Completed Conflict of Interest Affidavit and Disclosure (**Attachment H**). **See Section 4.30;**
(5) Completed Mercury Affidavit (**Attachment K**). **See Section 4.34;**
(6) Completed Veteran-Owned Small Business Enterprise (VSBE) Utilization Affidavit and Prime/Subcontractor Participation Schedule. (**Attachment E-1**). **See Section 4.27;**
(7) Completed Location of the Performance of Services Disclosure (**Attachment L**). **See Section 4.35**.

5.5 Volume II – Financial Proposal

Under separate sealed cover from the Technical Proposal and clearly identified in the format identified in Section **5.2** "Proposals," the Offeror shall submit an original unbound copy, four (4) copies, and an electronic version in Microsoft Word or Microsoft Excel of the Financial Proposal. The Financial Proposal shall contain all price information in the format specified in **Attachment B**. The Offeror shall complete the Financial Proposal Form only as provided in the Financial Proposal Instructions and the Financial Proposal Form itself.

SECTION 6 – EVALUATION AND SELECTION PROCESS

6.1 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.

6.2 Technical Proposal Evaluation Criteria

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.

6.2.1 Experience and Qualifications of Proposed Staff (See RFP § 5.4.2.7)

a.) Experience with retrospective review and analysis of Medicaid claims data including MCO encounter data and fee-for-service institutional, medical, and pharmacy claims data.
b.) Experience developing and writing statistically significant retrospective analysis, educational/administrative interventions, and continuing education articles for health professionals and Managed Care Organization systems performance reports.
c.) Knowledge of and experience with establishing a database or warehouse, which combines all Medicaid –fee-for service and MCO encounter data claims.
d.) Experience reviewing Managed Care Organization drug use management policies and procedures
e.) Experience reviewing formularies
f.) Experience maintaining electronic formularies services
g.) Experience with DUR Board Administration
h.) Experience with official compendia, national disease guidelines, pharmacy reference texts, pharmacy literature, and current pharmacy issues.
i.) Experience in providing ACPE/ACCME live programs

6.2.2 Offeror Qualifications and Capabilities, including proposed Subcontractors (See RFP § 5.4.2.8 – 5.4.2.14).

Offerors with the experience listed below will be evaluated more highly than those without.

a.) At least three (3) years of experience in providing Drug Utilization Review (DUR) for commercial, local, state or federal entities that administer a public healthcare program.

b.) At least three (3) years of experience performing Retrospective Drug Utilization Reviews that provide high quality studies, educational interventions, summaries, reports, and recommendations for proper clinical use and cost avoidance.

c.) At least two (2) years of experience in working with a Drug Utilization Review Board.

d.) At least two (2) years of experience in reviewing, managing and auditing drug formularies.

e.) At least two (2) years of experience in providing a comprehensive Corrective Managed Care (CMC) program.

f.) At least two (2) years of experience in contracting with an online formulary services.

g.) Demonstrated quality control and/or quality assurance procedures.

h.) Demonstrated commitment to providing quality reporting and services.
i.) Understanding of and commitment to function solely in the role of the contracting entity including its willingness to adhere to and convey confidentiality policies and procedures, all applicable state and federal laws and regulations, and all licensing requirements.
j.) Ability to handle and store confidential claims data tapes and information in an appropriate manner and location.
k.) Sufficient facilities and personnel to meet RFP requirements and timeframes.

6.2.3 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.

6.2.4 Economic Benefit to State of Maryland (See RFP § 5.4.2.15)

6.3 Financial Proposal Evaluation Criteria

All Qualified Offerors will be ranked from the lowest (most advantageous) to the highest (least advantageous) price based on the Total Proposal Price within the stated guidelines set forth in this RFP and as submitted on **Attachment B** - Financial Proposal Form.

6.4 Reciprocal Preference

Although Maryland law does not generally authorize procuring units to favor resident Offerors in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland contractors. Therefore, COMAR 21.05.01.04 permits procuring units to apply a reciprocal preference in favor of a Maryland resident business under the following conditions:

(1) The Maryland resident business is a responsible Offeror;
(2) The most advantageous offer is from a responsible Offeror whose principal office or principal operations through which it would provide the services required under this RFP is in another state;
(3) The other state gives a preference to its resident businesses through law, policy, or practice; and
(4) The Maryland resident preference does not conflict with a federal law or grant affecting the procurement Contract.

The preference given shall be identical to the preference that the other state, through law, policy, or practice gives to its resident businesses.

6.5 Selection Procedures

6.5.1 **General**. The Contract will be awarded in accordance with the Competitive Sealed Proposals (CSP) method found at COMAR 21.05.03. The Competitive Sealed Proposals 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.

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 subsequently be returned if the Financial Proposal is unopened at the time of the determination.

6.5.2 **Selection Process Sequence**

6.5.2.1 A determination is made that the MDOT Certified MBE Utilization and Fair Solicitation Affidavit (**Attachment D-1A**) is included and properly completed, if there is an MBE goal. In addition, a determination is made that the VSBE Utilization Affidavit and Subcontractor Participation Schedule (**Attachment E-1**) is included and is properly completed, if there is a VSBE goal. Finally, a determination is made that all Minimum Qualifications, if any (See RFP Section 1), have been satisfied.

6.5.2.2 Technical Proposals are evaluated for technical merit and ranked. During this review, oral presentations and discussions may be held. The purpose of such discussions will be to assure a full understanding of the State's requirements and Offeror's ability to perform the services, as well as 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.

6.5.2.3 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.

6.5.2.4 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.

6.5.2.5 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.

6.5.3 **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 higher weight than financial factors.

6.6 Documents Required upon Notice of Recommendation for Contract Award

Upon receipt of a Notification of Recommendation for Contract 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:

(1) Contract (**Attachment M**),
(2) Contract Affidavit (**Attachment N**),
(3) MBE **Attachments D-2 and D-3A/B**, within ten (10) Business Days, if applicable; ***see Section 4.26**,
(4) MBE Waiver Justification within ten (10) Business Days (see **MBE Waiver Guidance and forms in Attachments D-1B and D-1C)**, if a waiver has been requested (if applicable; ***see Section 4.26)**,
(5) VSBE **Attachment E-2**, if applicable ***see Section 4.27**,

(6) Non-Disclosure Agreement (**Attachment I**), if applicable; ***see Section 4.31**,
(7) HIPAA Business Associate Agreement (**Attachment J**), if applicable; ***see Section 4.32**,
(8) DHR Hiring Agreement, **Attachment O**, if applicable ***see Section 4.36**, and
(9) Copy of a current Certificate of Insurance with the prescribed limits set forth in Section 3.1 "Insurance Requirements," listing the State as an additional insured, if applicable; ***see Section 3.1**

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RFP ATTACHMENTS

ATTACHMENT A – Pre-Proposal Conference Response Form

It is requested that this form be completed and submitted as described in RFP Section 4.1 by those potential Offerors that plan on attending the Pre-Proposal Conference.

ATTACHMENT B – Financial Proposal Instructions and Form

The Financial Proposal Form must be completed and submitted in the Financial Proposal package.

ATTACHMENT C –Proposal Affidavit

This Attachment must be completed and submitted with the Technical Proposal.

ATTACHMENTS D – Minority Business Enterprise Forms

If required (see RFP Section 4.26), these Attachments include the MBE subcontracting goal statement and instructions, and MBE Attachments D-1 through D-5. Attachment D-1 must be properly completed and submitted with the Offeror's Technical Proposal or the Proposal will be deemed not reasonably susceptible of being selected for award and rejected. Within ten (10) Business Days of receiving notification of recommendation for Contract award, the Offeror must submit Attachments D-2 and D-3A/B.

ATTACHMENTS E – Veteran-Owned Small Business Enterprise Forms

If required (see RFP Section 4.27), these Attachments include the VSBE Attachments E-1 through E-4. Attachment E-1 must be completed and submitted with the Technical Proposal. Attachment E-2 is required to be submitted within ten (10) Business Days of receiving notification of recommendation for award.

ATTACHMENT F – Maryland Living Wage Requirements for Service Contracts and Affidavit of Agreement

Attachment F-1 Living Wage Affidavit of Agreement must be completed and submitted with the Technical Proposal.

ATTACHMENT G – Federal Funds Attachment

If required (see RFP Section 4.29), these Attachments must be completed and submitted with the Technical Proposal as instructed in the Attachments.

ATTACHMENT H – Conflict of Interest Affidavit and Disclosure

If required (see RFP Section 4.30), this Attachment must be completed and submitted with the Technical Proposal.

ATTACHMENT I – Non-Disclosure Agreement

If required (see RFP Section 4.31), this Attachment must be completed and submitted within five (5) Business Days of receiving notification of recommendation for award. However, to expedite processing, it is suggested that this document be completed and submitted with the Technical Proposal.

ATTACHMENT J – HIPAA Business Associate Agreement

If required (see RFP Section 4.32), this Attachment is to be completed and submitted within five (5) Business Days of receiving notification of recommendation for award. However, to expedite processing, it is suggested that this document be completed and submitted with the Technical Proposal.

ATTACHMENT K – Mercury Affidavit

If required (see RFP Section 4.34), this Attachment must be completed and submitted with the Technical Proposal.

ATTACHMENT L – Location of the Performance of Services Disclosure

If required (see RFP Section 4.35), this Attachment must be completed and submitted with the Technical Proposal.

ATTACHMENT M – 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 recommendation for 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 Contract award, a fully-executed copy will be sent to the Contractor.

ATTACHMENT N – 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 recommendation for award.

ATTACHMENT O – Department of Human Resources (DHR) Hiring Agreement

If required (see RFP Section 4.36), this Attachment is to be completed and submitted within five (5) Business Days of receiving notification of recommendation for award.

APPENDIX 1-ABBREVIATIONS AND DEFINITIONS

APPENDIX 2 – PHARMACY BENEFIT MANAGER PHONE # FOR MCOs

APPENDIX 3– DUR POLICIES AND PROCEDURES

APPENDIX 4 – STANDARDS AND REPORTING REQUIREMENTS OF DRUG USE MANAGEMENT PROGRAMS

APPENDIX 5 – SAMPLE OF DRUG USE REVIEW NOMINATION PACKAGE

APPENDIX 6 – MEDICAID DUR ANNUAL REPORT

APPENDIX 7 – MARYLAND MEDICAID MENTAL HEALTH, SUBSTANCE USE DISORDER, HIV/AIDS CARVE-OUT LIST

APPENDIX 8 – SAMPLE NEWSLETTER WITH PREFERRED DRUG LIST

APPENDIX 9 – SPECIFICATIONS FOR ONLINE FORMULARY HOSTING SERVICES

APPENDIX 10 – CORRECTIVE MANAGED CARE PROGRAM PHARMACIST

APPENDIX 11 – CONNECT:DIRECT

APPENDIX 12 – NUMBER OF FEE FOR SERVICE & ENCOUNTER DATA CLAIMS RECEIVED PER MONTH

APPENDIX 13 – SAMPLE OF MONTHLY STATUS REPORT

APPENDIX 14A - SAMPLE OF QUARTERLY DRUG UTILIZATION AND EXPENDITURES REPORT

APPENDIX 14B - SAMPLE OF QUARTERLY DRUG UTILIZATION AND EXPENDITURES REPORT

APPENDIX 14C - SAMPLE OF QUARTERLY DRUG UTILIZATION AND EXPENDITURES REPORT

APPENDIX 14D - SAMPLE OF QUARTERLY DRUG UTILIZATION AND EXPENDITURES REPORT

APPENDIX 14E - SAMPLE OF QUARTERLY DRUG UTILIZATION AND EXPENDITURES REPORT

APPENDIX 14F - SAMPLE OF QUARTERLY DRUG UTILIZATION AND EXPENDITURES REPORT

APPENDIX 14G - SAMPLE OF QUARTERLY DRUG UTILIZATION AND EXPENDITURES REPORT

APPENDIX 15 - SAMPLE OF CLINICAL CRITERIA LAYOUT

APPENDIX 16A – 1A SAMPLE OF MONTHLY REPORT OF NEWLY APPROVED DRUGS (NBA)

APPENDIX 16B – 1B SAMPLE OF MONTHLY REPORT OF NEWLY APPROVED DRUGS (NME)

APPENDIX 16C – 1C SAMPLE OF MONTHLY REPORT OF NEWLY APPROVED DRUGS (NF)

APPENDIX 16D – 1D SAMPLE OF MONTHLY REPORT OF NEWLY APPROVED DRUGS (Label Changes)

APPENDIX 16E – 1E SAMPLE OF MONTHLY REPORT OF NEWLY APPROVED DRUGS (Clinical Updates)

APPENDIX 17A – 1A SAMPLE OF QUARTERLY REPORT OF NEWLY APPROVED DRUGS (NBA)

APPENDIX 17B – 1B SAMPLE OF QUARTERLY REPORT OF NEWLY APPROVED DRUGS (NME)

APPENDIX 17C – 1C SAMPLE OF QUARTERLY REPORT OF NEWLY APPROVED DRUGS (NF)

APPENDIX 17D – 1D SAMPLE OF QUARTERLY REPORT OF NEWLY APPROVED DRUGS (Label Changes)

APPENDIX 17E – 1E SAMPLE OF QUATERLY REPORT OF NEWLY APPROVED DRUGS (Clinical Updates)

APPENDIX 18 – FILE INTERFACE SAMPLE

APPENDIX 19 – SAMPLE OF FILE LAYOUTS FOR SPECIAL PROGRAMS

APPENDIX 20 SAMPLE OF – FILE LAYOUTS FOR DIAGNOSIS, DRUG, PROCEDURE & PARTICIPANT MASTER

APPENDIX 21 – SAMPLE OF FILE LAYOUTS FOR ELIGIBILITY SPANS

APPENDIX 22 – SAMPLE OF FILE LAYOUTS FOR HMO SPANS

APPENDIX 23 – SAMPLE OF FILE LAYOUTS FOR ID LINK

APPENDIX 24 – SAMPLE OF FILE LAYOUTS FOR INSTITUTUIONAL MCO ENCOUNTER DATA

APPENDIX 25 – SAMPLE OF FILE LAYOUTS FOR FEE-FOR-SERVICE CLAIMS

ATTACHMENT A – PRE-PROPOSAL CONFERENCE RESPONSE FORM

Solicitation Number: MDH/OPASS # 19-17828 (ReSolicit)
Drug Use Review Analyses, Evaluations & Interventions for Maryland Medicaid Participants

A Pre-Proposal Conference will be held at the date, time, and location indicated in the RFP Key Information Summary Sheet (near the beginning of the solicitation, after the Title Page and Notice to Vendors).

Please return this form at least five (5) Business Days prior to the Pre-Proposal Conference date, advising whether or not you plan to attend. The completed form should be returned via e-mail or fax to the Procurement Officer. The Procurement Officer contact information is provided in the RFP Key Information Summary Sheet.

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 requested (see RFP § 4.1 "Pre-Proposal Conference"):

_____ _____

Signature Title

_____

Name of Firm (please print)

B-1: FINANCIAL PROPOSAL INSTRUCTIONS

In order to assist Offerors in the preparation of their Financial Proposal and to comply with the requirements of this solicitation, Financial Proposal Instructions and a Financial Proposal Form have been prepared. Offerors shall submit their Financial Proposal on the Financial Proposal Form in accordance with the instructions on the Financial Proposal Form and as specified herein. Do not alter the Financial Proposal Form or the Proposal may be determined to be not reasonably susceptible of being selected for award. The Financial Proposal Form is to be signed and dated, where requested, by an individual who is authorized to bind the Offeror to the prices entered on the Financial Proposal Form.

The Financial Proposal Form is used to calculate the Offeror's TOTAL PROPOSAL PRICE. Follow these instructions carefully when completing your Financial Proposal Form:

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 Financial Proposal Form shall be filled in. Any changes or corrections made to the Financial Proposal Form by the Offeror prior to submission shall be initialed and dated.

F) Except as instructed on the Financial Proposal Form, nothing shall be entered on or attached to the Financial Proposal Form 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 Financial Proposal Form have been entered correctly and calculated accurately by the Offeror and that the respective total prices agree with the entries on the Financial Proposal Form. Any incorrect entries or inaccurate calculations by the Offeror will be treated as provided in COMAR 21.05.03.03, 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 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 Financial Proposal Form.

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 Financial Proposal Form are typically estimates for evaluation purposes only. Unless stated otherwise in the RFP, the Department 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.

L) Base period total is the price for all three (3) years and the Option Period prices are for two (2) years each.

ATTACHMENT B2 – FINANCIAL PROPOSAL FORM

SEE ATTACHED EXCEL FINANCIAL PROPOSAL FORM

ATTACHMENT C – 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.

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 Bid/proposals submitted from qualified, potential subcontractors and suppliers, and has not 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, sexual identity, genetic information or an individual's refusal to submit to a genetic test or make available the results of a genetic test, disability, or any otherwise unlawful use of characteristics regarding the vendor's, supplier's, or commercial customer's employees 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 four (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 bid/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 21.11.13; 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 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; or

(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, State Department of Assessments and Taxation, and 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 countries as required by federal law.

M. PROHIBITING DISCRIMINATORY BOYCOTTS OF ISRAEL

I FURTHER AFFIRM THAT:

In preparing its bid/proposal on this project, the Bidder/Offeror has considered all bid/proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor, vendor, or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity on the basis of Israeli national origin, or residence or incorporation in Israel and its territories. The Bidder/Offeror also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. Without limiting any other provision of the solicitation for bid/proposals for this project, it is understood and agreed that, if this certification is false, such false certification will constitute 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.

N. I FURTHER AFFIRM THAT:

Any claims of environmental attributes made relating to a product or service included in the bid or bid/proposal are consistent with the Federal Trade Commission's Guides for the Use of Environmental Marketing Claims as provided in 16 C.F.R. §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.

O. 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.

By: _____

Signature of Authorized Representative and Affiant

Printed Name: _____

Printed Name of Authorized Representative and Affiant

Title: _____

Title

Date: _____

Date

SUBMIT THIS AFFIDAVIT WITH PROPOSAL

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 Proposal. If the Offeror fails to accurately complete and submit this Affidavit and Schedule with the Proposal as required, the Procurement Officer 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 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 MBEs 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 an 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 services/products **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. 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 workforce toward fulfilling up to, but no more than, fifty-percent (50%) of the MBE participation goal (overall), including 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 be certified in the appropriate NAICS code to do the work and must list its firm in 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 remaining subgoals, the MBE Prime must also identify on the MBE Participation Schedule the other certified MBE subcontractors used to meet those goals or request a waiver.

- ✓ These guidelines apply to the work performed by the MBE Prime that can be counted for purposes of meeting the MBE participation goals. These requirements do not affect the MBE Prime's ability to self-perform a greater portion of the work in excess of what is counted for purposes of meeting the MBE participation goals.
- ✓ Please note that the requirements to meet the MBE participation overall goal and subgoals are distinct and separate. If the Contract has subgoals, regardless of MBE Prime's ability to self-perform up to 50% of the overall goal (including up to 100% of any subgoal), the MBE Prime must either commit to other MBEs for each of any remaining subgoals or request a waiver. As set forth in **Attachment D1-B** Waiver Guidance, the MBE Prime's ability to self-perform certain portions of the work of the Contract will not be deemed a substitute for the good faith efforts to meet any remaining subgoal or the balance of the overall goal.
- ✓ In certain instances where the percentages allocated to MBE participation subgoals add up to more than 50% of the overall goal, the portion of self-performed work that an MBE Prime may count toward the overall goal may be limited to less than 50%. Please refer to GOMA's website (www.goma.maryland.gov) for the MBE Prime Regulations Q&A for illustrative examples.

6. Subject to items 1 through 5 above, when a certified MBE 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 workforce towards fulfilling the Contract goal, and not more than one of the Contract subgoals, if any.

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 email 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 Offeror is unable to achieve the MBE participation goal and/or any subgoals (if applicable), the Offeror must request a waiver in Item 1 of the MBE Utilization and Fair Solicitation Affidavit (**Attachment D-1A**) or the Proposal will be 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 completed in its entirety and included with the Proposal. If the Offeror fails to accurately complete and submit this Affidavit and Schedule with the Proposal as required, the Procurement Officer shall determine that the Proposal is not reasonably susceptible of being selected for award.

In connection with the Proposal submitted in response to Solicitation No. **MDH/OPASS # 19-17828**, I affirm the following:

1. MBE Participation (PLEASE CHECK ONLY ONE)

☐ I acknowledge and intend to meet IN FULL both the overall certified Minority Business Enterprise (MBE) participation goal of 10 percent.

Therefore, I am not seeking a waiver pursuant to COMAR 21.11.03.11. I acknowledge that by checking the above box and agreeing to meet the stated goal and subgoal(s), if any, I must complete the MBE Participation Schedule (Item 4 below) in order to be considered for award.

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. I acknowledge that by checking this box and requesting a partial waiver of the stated goal and/or one or more of the stated subgoal(s) if any, I must complete the MBE Participation Schedule (Item 4 below) for the portion of the goal and/or subgoal(s) if any, for which I am not seeking a waiver, in order to be considered for award.

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:

3 Good Faith Efforts Documentation to Support Waiver Request (**Attachment D-1C**)

4 Outreach Efforts Compliance Statement (**Attachment D-2**);

5 MBE Subcontractor/MBE Prime Project Participation Statement (**Attachments D-3A/B**);

6 Any other documentation, including additional waiver documentation if applicable, required by the Procurement Officer 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 my proposal is not is not susceptible of being selected 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) percentage of the total Contract amount allocated to each MBE for this project and (iii) items of work each MBE will provide under the Contract. I have confirmed with the MDOT database that the MBE firms identified below (including any self-performing MBE prime firms) are performing work activities for which they are MDOT-certified.

Prime Contractor	**Project Description**	**Project/Contract 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 workforce: _____ _____ _____ _____

SECTION B: For all Contractors (including MBE Primes and MBE Primes in a Joint Venture)

MBE 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 provided by this MBE: _____% Description of the Work to be Performed: _____ _____ _____ _____ _____ _____ _____

MBE 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 provided by this MBE: _____% Description of the Work to be Performed: _____ _____ _____ _____ _____ _____ _____
MBE 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 provided by this MBE: _____% Description of the Work to be Performed: _____ _____ _____ _____ _____ _____
MBE 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 provided by this MBE: _____% Description of the Work to be Performed: _____ _____ _____ _____ _____ _____ _____
MBE 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 provided by this MBE: _____% Description of the Work to be Performed: _____ _____ _____ _____ _____ _____ _____

(Continue on separate page if needed)

I solemnly affirm under the penalties of perjury that: (i) I have reviewed the instructions for the MBE Utilization & Fair Solicitation Affidavit and MBE Schedule, and (ii) the information contained in the MBE Utilization & Fair Solicitation Affidavit and MBE Schedule is true to the best of my knowledge, information and belief.

_____	_____
Offeror Name *(PLEASE PRINT OR TYPE)*	Signature of Authorized Representative
_____	_____
Address	Printed Name and Title
_____	_____
City, State and Zip Code	Date

SUBMIT THIS AFFIDAVIT WITH 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 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 Good 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 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 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 Offeror has made. The efforts employed by the Offeror should be those that one could reasonably expect a Offeror to take if the 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 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 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 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 Proposal 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 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 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 firms 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 Offeror is responsible for making relevant portions of the work available to MBE subcontractors and suppliers and 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 Offeror's Good Faith Efforts when the 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 Proposal Items as Work for MBE Firms

1. Identified Items of Work in Procurements
   (a) Certain procurements will include a list of Proposal 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 Offeror shall make all reasonable efforts to solicit quotes from MBE Firms to perform that work.
   (b) 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 Offerors
   (a) When the procurement does not include a list of Identified Items of Work or for additional Identified Items of Work, Offerors should reasonably identify sufficient items of work to be performed by MBE Firms.
   (b) Where appropriate, 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 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 Offeror shall make all reasonable efforts to solicit those MBE firms.
   (b) 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 Offerors
   (a) When the procurement does not include a list of Identified MBE Firms, 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 Offeror should be certified to perform the Identified Items of Work.

C. Solicit MBEs

1. Solicit <u>all</u> Identified Firms for all Identified Items of Work by providing written notice. The Offeror should:
   (a) provide the written solicitation at least 10 days prior to Proposal opening to allow sufficient time for the MBE Firms to respond;
   (b) send the written solicitation by first-class mail, facsimile, or email using contact information in the MBE Directory, unless the 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 <u>electronic means</u> 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 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 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 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-proposal 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

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. An 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 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 an MBE Firm's quote is excessive or unreasonable include, without limitation, the following:
   (a) dollar difference between the MBE subcontractor's quote and the average of the other subcontractors' quotes received by the Offeror;
   (b) percentage difference between the MBE subcontractor's quote and the average of the other subcontractors' quotes received by the Offeror;
   (c) percentage that the MBE subcontractor's quote represents of the overall contract amount;
   (d) number of MBE firms that the 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) number of quotes received by the 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 Offeror may not use its price for self-performing work as a basis for rejecting an MBE Firm's quote as excessive or unreasonable.

6. The "average of the other subcontractors' quotes received" by the Offeror refers to the average of the quotes received from all subcontractors. Offeror should attempt to receive quotes from at least three subcontractors, including one quote from an MBE and one quote from a Non-MBE.

7. An Offeror shall not reject an 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 Offeror concludes is not acceptable, the Offeror must provide a written detailed statement listing the reasons for this conclusion. The 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 an 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 Offeror made reasonable efforts to assist interested MBR Firms in obtaining:

1. The bonding, lines of credit, or insurance required by the procuring agency or the Offeror; and
2. 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 an 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 Offerors in meeting the contract. For example, when the apparent successful 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 Offeror could have met the goal. If the apparent successful Offeror fails to meet the goal, but meets or exceeds the average MBE participation obtained by other Offerors, this, when viewed in conjunction with other factors, could be evidence of the apparent successful Offeror having made Good Faith Efforts.

IV. Documenting Good Faith Efforts

At a minimum, an 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. The 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 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, email, telephone, etc.) **(Complete Good Faith Efforts Attachment D-1C- Part 2, and submit letters, fax cover sheets, emails, 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 Offeror concludes is not acceptable or qualified, a detailed statement of the reasons for the 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 Offeror concludes has provided an excessive or unreasonable price, a detailed statement of the reasons for the 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 an MBE Unavailability Certificate (see **D-1B - Exhibit A** to this Part 1) signed by the MBE contractor or a statement from the 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 Offeror's Good Faith Efforts.

2. Submit any other documentation the Offeror believes will help the Procurement Officer ascertain its Good Faith Efforts.

MBE ATTACHMENT D-1B - 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
		MDH/OPASS # 19-17828

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 OFFEROR MADE AVAILABLE TO MBE FIRMS

PAGE __ OF ___

Prime Contractor	**Project Description**	Solicitation Number
		MDH/OPASS # 19-17828

Identify those items of work that the Offeror made available to MBE Firms. This includes, where appropriate, those items the 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 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 Proposal items identified during the goal setting process as possible items of work for performance by MBE Firms, the Offeror should make all of those items of work available to MBE Firms or explain why that item was not made available. If the 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 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
		MDH/OPASS # 19-17828

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 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 Offeror should solicit all of those MBE Firms or explain why a specific MBE was not solicited. If the 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 Offeror that the MBE contractor refused to sign the Minority Contractor Unavailability Certificate (see **Attachment D-1B – Exhibit A**). If the Offeror used a Non-MBE or is self-performing the identified items of work, Part 3 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 □ Email	Date: □ Phone □ Mail □ Facsimile □ Email	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 □ Email	Date: □ Phone □ Mail □ Facsimile □ Email	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
		MDH/OPASS # 19-17828

This form must be completed if Part 2 indicates that an MBE quote was rejected because the 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 Proposal)	**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-performing □ Using Non-MBE _____	$_____	_____ □ MBE □ Non-MBE	$_____	□ Price □ Capabilities □ Other
	□ Self-performing □ Using Non-MBE _____	$_____	_____ □ MBE □ Non- MBE	$_____	□ Price □ Capabilities □ Other
	□ Self-performing □ Using Non-MBE _____	$_____	_____ □ MBE □ Non- MBE	$_____	□ Price □ Capabilities □ Other
	□ Self-performing □ Using Non- MBE _____	$_____	_____ □ MBE □ Non- MBE	$_____	□ Price □ Capabilities □ Other
	□ Self-performing □ Using Non- MBE _____	$_____	_____ □ MBE □ Non- MBE	$_____	□ Price □ Capabilities □ Other
	□ Self-performing □ Using 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 Business Days of notification of apparent award or actual award, whichever is earlier.

In conjunction with the Proposal submitted in response to Solicitation No .**MDH/OPASS # 19-17828**, I state the following:

1. 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. 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.
□ Offeror assisted MDOT-certified MBE firms to fulfill or seek waiver of bonding requirements.
(DESCRIBE EFFORTS):
_____
_____
_____
_____

5. **Please Check One:**

□ Offeror did attend the pre-proposal conference.
□ No pre-Proposal meeting/conference was held.
□ Offeror did not attend the 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 BUSINESS DAYS OF NOTIFICATION OF APPARENT AWARD. IF THE OFFEROR FAILS TO RETURN THIS AFFIDAVIT WITHIN THE REQUIRED TIME, THE PROCUREMENT OFFICER MAY DETERMINE THAT THE PROPOSAL IS NOT SUSCEPTIBLE OF BEING SELECTED FOR CONTRACT AWARD.

Provided that _____ (Prime Contractor's Name) is awarded the State Contract in conjunction with Solicitation No. **MDH/OPASS # 19-17828**, 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) 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 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 Proposal;
(2) fail to notify the certified Minority Business Enterprise before execution of the Contract of its inclusion of the 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 Proposal.

PRIME CONTRACTOR	**SUBCONTRACTOR**
Signature of Representative:	Signature of Representative:
_____	_____
Printed Name and Title:_____	Printed Name and Title:_____
_____	_____
Firm's Name: _____	Firm's Name: _____
Federal Identification Number: _____	Federal Identification Number: _____
Address: _____	Address: _____
_____	_____
Telephone: _____	Telephone: _____
Date: _____	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 BUSINESS DAYS OF NOTIFICATION OF APPARENT AWARD. IF THE OFFEROR FAILS TO RETURN THIS AFFIDAVIT WITHIN THE REQUIRED TIME, THE PROCUREMENT OFFICER MAY DETERMINE THAT THE THE PROPOSAL IS NOT SUSCEPTIBLE OF BEING SELECTED FOR CONTRACT AWARD.

Provided that _____ (Prime Contractor's Name) with Certification Number _____ is awarded the State contract in conjunction with Solicitation No. **MDH/OPASS # 19-17828**, 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-4A
Minority Business Enterprise Participation
MBE Prime Contractor Paid/Unpaid Invoice Report

Report #: _____ Reporting Period (Month/Year): _____ **Prime Contractor: Report is due to the MBE Liaison 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**	**Invoice #**	**Amount**
1.		**1.**	
2.		**2.**	
3.		**3.**	
4.		**4.**	
Total Dollars Paid: $_____		**Total Dollars Unpaid: $_____**	

- If more than one MBE subcontractor is used for this contract, you must use separate D-4A forms for each subcontractor.
- 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 Monitor: _____
Contracting Unit and Address: _____
_____
mailto: mdh.mbereporting@maryland.gov

Signature:_____ Date:_____
(Required)

MBE ATTACHMENT D-4B
Minority Business Enterprise Participation
MBE Prime Contractor Report

MBE Prime Contractor: Certification Number: Report #: _____ Reporting Period (Month/Year): _____ **MBE Prime Contractor: Report is due to the MBE Liaison by the __ 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 the Work**

Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):

Contract Monitor: _____
Contracting Unit and Address: _____
_____
_____
_____
mailto:mdh.mbereporting@maryland.gov

Signature:_____ **Date:**_____
(Required)

MBE ATTACHMENT D-5
Minority Business Enterprise Participation
MBE Subcontractor Paid/Unpaid Invoice Report

Report #: _____ Reporting Period (Month/Year): _____ **Report is due by the ___ 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.	**List dates and amounts of any unpaid invoices over 30 days old.**
Invoice Amt **Date** **1.** **2.** **3.** **Total Dollars Paid: $_____**	**Invoice Amt** **Date** **1.** **2.** **3.** **Total Dollars Unpaid: $_____**

Prime Contractor: Contact Person:

Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):

Contract Monitor: _____
Contracting Unit and Address: _____
_____
_____
_____
mailto:mdh.mbereporting@maryland.gov

Signature:_____ Date:_____
(Required)

ATTACHMENTS E – VETERAN-OWNED SMALL BUSINESS ENTERPRISE

This solicitation does not include a Veteran-Owned Small Business Enterprise goal.

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/prev/livingwage.shmtl.

ATTACHMENT F-1

Maryland Living Wage Requirements Affidavit of Agreement

(submit with Proposal)

Contract No. . **MDH/OPASS # 19-17828**_____

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):

- ☐ Offeror is a nonprofit organization
- ☐ Offeror is a public service company
- ☐ Offeror employs 10 or fewer employees and the proposed contract value is less than $500,000
- ☐ 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, submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract. The 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 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 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 THIS AFFIDAVIT WITH PROPOSAL

ATTACHMENT G- FEDERAL FUNDS ATTACHMENT

A Summary of Certain Federal Fund Requirements and Restrictions

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 Participants 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-Participants 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:

   A) Title 2 of the Code of Federal Regulations (CFR) 200, specifically Subpart D, requires that grantees (both Participants and sub-Participants) which expend a total of $750,000 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 Title 2 CFR 200, Subpart D. All sub-grantee audit reports, performed in compliance with Title 2 CFR 200 shall be forwarded within 30 days of report issuance to the Department Contract Monitor.

   B) All sub-Participants 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) Participants 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 Participants 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:

      1) 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.

      2) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

3) 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.

4) 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.

5) 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 committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

6) 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-Participants 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-Participants 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 II of the Federal Executive pay scale, per year. (This includes, but is not limited to, sub-Participants 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 (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.

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-Participants 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. . **MDH/OPASS # 19-17828**	Organizational Entry
Name and Title of Official Signing for Organizational Entry	Telephone No. Of Signing Official
Signature of Above Official	Date Signed

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: Year _____ quarter _____ 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 **12. Form of Payment** (*check all that apply*) ☐ a. cash ☐ b. in-kind; specify: nature _____ value _____	**13. Type of Payment** (*check all that apply*) ☐ a. retainer ☐ b. one-time ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other; specify:

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 Participant, 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 Participant. 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 Participant. 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.

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-Participants shall certify accordingly.

_____

Signature of Authorized Certifying Individual

ATTACHMENT H – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

Reference COMAR 21.05.08.08

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, or a person has an unfair competitive advantage.

B. "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a 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 Proposal is made.

C. The 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 Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the 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 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)

SUBMIT THIS AFFIDAVIT WITH PROPOSAL

ATTACHMENT I – NON-DISCLOSURE AGREEMENT

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"), and _____ (the "Contractor").

RECITALS

WHEREAS, the Contractor has been awarded a contract (the "Contract") following the solicitation for **Drug Use Review Analyses, Evaluations & Interventions for Maryland Medicaid Participants** Solicitation # **MDH/OPASS # 19-17828**; and _____("Contractor").

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 "Contractor's Personnel") with access to certain information the State deems confidential (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, General Provisions §4-101(h)) 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. The 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. The 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 I-1. The Contractor shall update ATTACHMENT I-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 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. The Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, adopt or establish operating procedures and physical security measures, and 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. The 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. The Contractor shall, at its own expense, return to the Department all copies of the Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the Contract. The Contractor shall complete and submit ATTACHMENT J-2 when returning the Confidential Information to the Department. At such time, the Contractor shall also permanently delete any Confidential Information stored electronically by the Contractor.

7. A breach of this Agreement by the Contractor or 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 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:_____	Maryland Department of Health
By: _____(SEAL)	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

NON-DISCLOSURE AGREEMENT - ATTACHMENT I-1

LIST OF CONTRACTOR'S EMPLOYEES AND AGENTS WHO WILL BE GIVEN ACCESS TO THE CONFIDENTIAL INFORMATION

Printed Name and Address of Individual/Agent	Employee (E) or Agent (A) Date	Signature

NON-DISCLOSURE AGREEMENT – ATTACHMENT I-2

CERTIFICATION TO ACCOMPANY RETURN OR DELETION 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. Any and all Confidential Information that was stored electronically by me has been permanently deleted from all of my systems or electronic storage devices where such Confidential Information may have been stored.

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)

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the "Agreement") is made by and between the Maryland Department of Health 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:

I. 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 MDH.
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.

II. 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, 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 Participant. 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.

III. 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.

D1. 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 J-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 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 Business Associate are doing to investigate the Breach, mitigate losses, and 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 may use 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 the 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 **Drug Use Analyses, Evaluations & Interventions for Maryland Medicaid Participants**, Solicitation # **MDH/OPASS # 19-17828**, 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 Maryland Confidentiality of Medical Records Act (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 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:

Name: Ramiek James, Esq.
Privacy Officer and Compliance Analyst
Address: Maryland Department of Health
Office of the Inspector General
201 W. Preston Street, Floor 5
Baltimore, MD 21201-2301
Email: ramiek.james@maryland.gov
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 J-1

FORM OF NOTIFICATION TO COVERED ENTITY OF BREACH OF UNSECURED PHI

This notification is made pursuant to Section III.D(3) of the Business Associate Agreement between MDH and _____ (Business Associate).

Business Associate hereby notifies MDH that there has been a breach of unsecured (unencrypted) protected health information (PHI) that Business Associate has used or has had access to under the terms of the Business Associate Agreement.

Description of the breach:
_____

_____

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 the breach, mitigate losses, and protect against any further breaches:
_____

_____

_____

Contact information to ask questions or learn additional information:

Name: _____

Title: _____

Address: _____

_____

Email Address: _____

Phone Number: _____

ATTACHMENT K – MERCURY AFFIDAVIT

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

ATTACHMENT L – LOCATION OF THE PERFORMANCE OF SERVICES DISCLOSURE

(submit with Proposal)

Pursuant to Md. Ann. Code, State Finance and Procurement Article, § 12-111, and in conjunction with the Proposal submitted in response to Solicitation No. **MDH/OPASS # 19-17828**_____, the following disclosures are hereby made:

1. At the time of Proposal submission, the 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 Offeror or its proposed subcontractors, the 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 Offeror, hereby affirms that the contents of this disclosure are true to the best of my knowledge, information, and belief.

Date: _____

Offeror Name: _____

By: _____

Name: _____

Title: _____

Please be advised that the Department 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.

Maryland Department of Health (MDH)
Drug Use Review Analyses, Evaluations & Interventions for Maryland Medicaid Participants
MDH/OPASS 19-17828

THIS CONTRACT (the "Contract") is made this ____ day of _____, 20__ by and between _____ (the "Contractor") and the STATE OF MARYLAND, acting through the MARYLAND DEPARTMENT OF HEALTH (MDH).

In consideration of the promises and the covenants herein contained, the adequacy and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. Definitions

In this Contract, the following words have the meanings indicated:

1.1 "COMAR" means Code of Maryland Regulations.

1.2 "Contractor" means the entity first named above whose principal business address is (Contractor's primary address) and whose principal office in Maryland is (Contractor's local address), whose Federal Employer Identification Number or Social Security Number is (Contractor's FEIN), and whose eMaryland Marketplace vendor ID number is (eMM Number).

1.3 "Financial Proposal" means the Contractor's Financial Proposal dated _____(Financial Proposal date), as modified by any Best and Final Offer thereto.

1.4 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.

1.5 "RFP" means the Request for Proposals for **Drug Use Review Analyses, Evaluations & Interventions for Maryland Medicaid Participants**, Solicitation # **MDH/OPASS 19-17828**, and any amendments, addenda, and attachments thereto issued in writing by the State.

1.6 "State" means the State of Maryland.

1.7 "Technical Proposal" means the Contractor's Technical Proposal dated. _____ (Technical Proposal date), as modified and supplemented by the Contractor's responses to requests clarifications and requests for cure, and by any Best and Final Offer.

1.8 "Veteran-owned Small Business Enterprise" (VSBE) means A business that is verified by the Center for Verification and Evaluation (CVE) of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.

1.9 Capitalized terms not defined herein shall be ascribed the meaning given to them in the RFP.

2. Scope of Contract

2.1 The Contractor shall perform in accordance with this Contract and Exhibits A-D, which are listed below and incorporated herein by reference. If there is any conflict between this Contract and the Exhibits, the terms of the 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, executed by the Contractor and dated _____ (date of Attachment C)

Exhibit C – The Technical Proposal

Exhibit D – The Financial Proposal

2.2 The Procurement Officer may, at any time, by written order, make unilateral 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, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order 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 the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

2.3 Without limiting the rights of the Procurement Officer under Section 2.2 above, the Contract may be modified by mutual agreement of the parties, provided: (a) the modification is made in writing; (b) all parties sign the modification; and (c) all approvals by the required agencies as described in COMAR Title 21, are obtained.

3. Period of Performance

3.1 The term of this Contract begins on the date the Contract is signed by the Department following any required prior approvals, including approval by the Board of Public Works, if such approval is required (the "Effective Date") and shall continue until three (3) years ____ ("Initial Term").

3.2 In its sole discretion, the Department shall have the unilateral right to extend the Contract for 2, successive- 2 year(s) renewal options (each a "Renewal Term") at the prices established in the Contract. "Term" means the Initial Term and any Renewal Term(s).

3.3. The Contractor's performance under the Contract shall commence as of the date provided in a written NTP.

3.4 The Contractor's obligation to pay invoices to subcontractors providing products/services in connection with this Contract, as well as the audit; confidentiality; document retention; patents, copyrights & intellectual property; warranty; indemnification obligations; and limitations of liability under this Contract; and any other obligations specifically identified, shall survive expiration or termination of the Contract.

4. Consideration and Payment

4.1 In consideration of the satisfactory performance of the work set forth in this Contract, the Department shall pay the Contractor in accordance with the terms of this Contract and at the prices quoted in the Financial Proposal. Unless properly modified (see above Section 2), payment to the Contractor pursuant to this Contract, including the Initial Term and any Renewal Term, shall not exceed the Contracted amount.

The total payment 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.

4.2 Unless a payment is unauthorized, deferred, delayed, or set-off under COMAR 21.02.07, 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 as required by RFP section 3.3.

The Contractor may be eligible to receive late payment interest at the rate of 9% per annum if:

(1) The Contractor submits an invoice for the late payment interest within thirty days after the date of the State's payment of the amount on which the interest accrued; and

(2) A contract claim has not been filed under State Finance and Procurement Article, Title 15, Subtitle 2, Annotated Code of Maryland.

The State is not liable for interest:

(1) Accruing more than one year after the 31st day after the agency receives the proper invoice; or

(2) On any amount representing unpaid interest. Charges for late payment of invoices are authorized only as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable.

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.

Electronic funds transfer shall be used by the State to pay Contractor pursuant to this Contract and any other State payments due Contractor unless the State Comptroller's Office grants Contractor an exemption.

4.3 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.

4.4 Payment of an invoice by the Department is not evidence that services were rendered as required under this Contract.

5. Rights to Records

5.1 The Contractor agrees that all documents and materials including, but not limited to, software, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations, and data prepared by the Contractor for purposes of this Contract shall be the sole property of the State and shall be available to the State at any time. The State shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.

5.2 The Contractor agrees that at all times during the term of this Contract and thereafter, works created as a Deliverable under this Contract (as defined in **Section 7.2**), and services performed under this Contract shall be "works made for hire" as that term is interpreted under U.S. copyright law. To the extent that any products created as a Deliverable under this Contract are not works made for hire for the State, the Contractor hereby relinquishes, transfers, and assigns to the State all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Contract, and will cooperate reasonably with the State in effectuating and registering any necessary assignments.

5.3 The Contractor shall report to the Contract Monitor, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all data delivered under this Contract.

5.4 The Contractor shall not affix any restrictive markings upon any data, documentation, or other materials provided to the State hereunder and if such markings are affixed, the State shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

5.5 Upon termination or expiration of the Contract, the Contractor, at its own expense, shall deliver any equipment, software or other property provided by the State to the place designated by the Procurement Officer.

6. Exclusive Use

6.1 The State shall have the exclusive right to use, duplicate, and disclose any data, information, documents, records, or results, in whole or in part, in any manner for any purpose whatsoever, that may be created or generated by the Contractor in connection with this Contract. If any material, including software, is capable of being copyrighted, the State shall be the copyright owner and Contractor may copyright material connected with this project only with the express written approval of the State.

6.2 Except as may otherwise be set forth in this Contract, 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 developed by Contractor relating to the Contract, except as provided for in **Section 8**. **Confidential or Proprietary Information and Documentation**.

7. Patents, Copyrights, and Intellectual Property

7.1. All copyrights, patents, trademarks, trade secrets, and any other intellectual property rights existing prior to the Effective Date of this Contract shall belong to the party that owned such rights immediately prior to the Effective Date ("Pre-Existing Intellectual Property"). If any design, device, material, process, or other item provided by Contractor 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 pursuant to its rights granted under the Contract.

7.2 Except for (1) information created or otherwise owned by the Department or licensed by the Department from third parties, including all information provided by the Department to Contractor; (2) materials created by Contractor or its subcontractor(s) specifically for the State under the Contract ("Deliverables"), except for any Contractor Pre-Existing Intellectual Property included therein; and (3) the license rights granted to the State, all right, title, and interest in the intellectual property embodied in the solution, including the know-how and methods by which the solution is provided and the processes that make up the solution, will belong solely and exclusively to Contractor and its licensors, and the Department will have no rights to the same except as expressly granted in this Contract. Any SaaS Software developed by Contractor during the performance of the Contract will belong solely and exclusively to Contractor and its licensors. For all Software provided by the Contractor under the Contract, Contractor hereby grants to the State a nonexclusive, irrevocable, unlimited, perpetual, non-cancelable, and non-terminable right to use and make copies of the Software and any modifications to the Software. For all Contractor Pre-Existing Intellectual Property embedded in any Deliverables, Contractor grants to the State a license to use such Contractor Pre-Existing Intellectual Property in connection with its permitted use of such Deliverable. During the period between delivery of a Deliverable by Contractor and the date of payment therefor by the State in accordance with this Contract (including throughout the duration of any payment dispute discussions), subject to the terms and conditions contained herein, Contractor grants the State a royalty-free, non-exclusive, limited license to use such Deliverable and to use any Contractor Materials contained therein in accordance with this Contract.

7.3. Subject to the terms of **Section 10**, Contractor shall defend, indemnify and hold harmless the State and its agents 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 third party claim that the Contractor-provided products/services infringe, misappropriate or otherwise violate 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.

7.4 Without limiting Contractor's obligations under Section 5.3, if an infringement claim occurs, or if the State or the Contractor believes such a claim is likely to occur, 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 allegedly infringing component or service in accordance with its rights under this Contract; or (b) replace or modify the allegedly infringing component or service so that it becomes non-infringing and remains compliant with all applicable specifications.

7.5 Except as otherwise provided herein, 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 as well as all required State approvals.

7.6 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.

7.7 The Contractor shall report to the Department, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all Deliverables delivered under this Contract.

7.8 The Contractor shall not affix (or permit any third party to affix), without the Department's consent, any restrictive markings upon any Deliverables that are owned by the State, and if such markings are affixed, the Department shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

8. Confidential or Proprietary Information and Documentation

8.1 Subject to the Maryland Public Information Act and any other applicable laws including, without limitation, HIPAA, the HI-TECH Act, and the Maryland Medical Records Act and regulations promulgated pursuant thereto, 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 or cloud infrastructure, if applicable) shall be held in confidence by the other party. Each party shall, however, be permitted to disclose, as provided by and consistent with applicable law, relevant confidential information to its officers, agents, and Contractor Personnel to the extent that such disclosure is necessary for the performance of their duties under this Contract. Each officer, agent, and Contractor Personnel to whom any of the State's confidential information is to be disclosed shall be advised by Contractor provided that each officer, agent, and Contractor Personnel to whom any of the State's confidential information is to be disclosed shall be advised by Contractor of the obligations hereunder, and bound by, confidentiality at least as restrictive as those of set forth in this Contract..

8.2 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 rightfully 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.

9. Loss of Data

9.1 In the event of loss of any State data or records where such loss is due to the act or omission of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for restoring or recreating, as applicable, such lost data in the manner and on the schedule set by the Contract Monitor. The Contractor shall ensure that all data is backed up and recoverable by the Contractor. At no time shall any Contractor actions (or any failures to act when Contractor has a duty to act) damage or create any vulnerabilities in data bases, systems, platforms, and applications with which the Contractor is working hereunder.

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 3.7**.

9.3 Protection of data and personal privacy (as further described and defined in RFP Section 3.8) 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 3.7**.

10. Indemnification and Notification of Legal Requests

10.1. At its sole cost and expense, Contractor shall (i) indemnify and hold the State, its employees and agents harmless from and against any and all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to attorneys' fees and costs), whether or not involving a third party claim, which arise out of or relate to the Contractor's, or any of its subcontractors', performance of this Contract and (ii) cooperate, assist, and consult with the State in the defense or investigation of any such claim, demand, action or suit. 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.

10.2. The State has no obligation: (i) 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 against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations or performance under this Contract, or (ii) to pay any judgment or settlement of any such suit, claim or action. Notwithstanding the foregoing, the Contractor shall promptly notify the Procurement Officer of any such claims, demands, actions, or suits.

10.3. Notification of Legal Requests. In the event the Contractor receives a subpoena or other validly issued administrative or judicial process, or any discovery request in connection with any litigation, requesting State Pre-Existing Intellectual Property, of other information considered to be the property of the State, including but not limited to State data stored with or otherwise accessible by the Contractor, the Contractor shall not respond to such subpoena, process or other legal request without first notifying the State, unless prohibited by law from providing such notice The Contractor shall promptly notify the State of such receipt providing the State with a reasonable opportunity to intervene in the proceeding before the time that Contractor is required to comply with such subpoena, other process or discovery request. .

11. Non-Hiring of Employees

No official or employee of the State, as defined under Md. Code Ann., General Provisions Article, § 5-101, 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.

12. Disputes

This Contract shall be subject to the provisions of Md. Code Ann., State Finance and Procurement Article, Title 15, Subtitle 2, 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 thirty (30) days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within thirty (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.

13. Maryland Law Prevails

13.1 This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.

13.2 The Maryland Uniform Computer Information Transactions Act (Commercial Law Article, Title 22 of the Annotated Code of Maryland) does not apply to this Contract or any purchase order, task order, or Notice to Proceed issued thereunder, or any software, or any software license acquired hereunder.

13.3 Any and all references to the Maryland Code, annotated and contained in this Contract shall be construed to refer to such Code sections as are from time to time amended.

14. 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, sexual orientation, gender identification, marital status, national origin, ancestry, genetic information, or any otherwise unlawful use of characteristics, or disability of a qualified individual with a disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or the individual's refusal to submit to a genetic test or make available the results of a genetic test; (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.

15. 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, bona fide agent, bona fide salesperson, or commercial selling agency working for the Contractor to solicit or secure the Contract, and that the Contractor 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 this Contract.

16. Non-Availability of Funding

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 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 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.

17. 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 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.

18. 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 21.07.01.12A (2).

19. Delays and Extensions of Time

19.1 The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract.

19.2 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.

20. Suspension of Work

The State 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.

21. 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.

22. Financial Disclosure

The Contractor shall comply with the provisions of Section13-221 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 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.

23. Political Contribution Disclosure

The Contractor shall comply with Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a procurement contract 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 or before: (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending

October 31. Additional information is available on the State Board of Elections website: http://www.elections.state.md.us/campaign_finance/index.html.

24. Retention of Records

The Contractor and subcontractors shall retain and maintain all records and documents in any way relating to this Contract for (i) three (3) years after final payment by the State hereunder, or (ii) any applicable federal or State retention requirements (such as HIPAA) or condition of award, , whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, as designated by the Procurement Officer, at all reasonable times. The Contractor shall provide copies of all documents requested 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. All records related in any way to the Contract are to be retained for the entire time provided under this section.

25. Right to Audit

25.1 The State reserves the right, at its sole discretion and at any time, to perform an audit of the Contractor's performance under this Contract. An audit is defined as a planned and documented independent activity performed by qualified personnel, including but not limited to State and federal auditors, to determine by investigation, examination, or evaluation of objective evidence from data, statements, records, operations and performance practices (financial or otherwise) the Contractor's compliance with the Contract, including but not limited to adequacy and compliance with established procedures and internal controls over the services performed pursuant to the Contract.

25.2 Upon three (3) Business Days' notice, the State shall be provided reasonable access to Contractor's records to perform any such audits. The Department may conduct these audits with any or all of its own internal resources or by securing the services of a third party accounting or audit firm, solely at the Department's election. The Department may copy any record related to the services performed pursuant to the Contract. The Contractor agrees to fully cooperate and assist 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.

25.3 The right to audit shall include any of the Contractor's subcontractors including but not limited to any lower tier subcontractor(s). The Contractor shall ensure the Department has the right to audit such subcontractor(s).

26. Compliance with Laws

The Contractor hereby represents and warrants that:

a. It is qualified to do business in the State and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;

b. It is not in arrears with respect to the payment of any monies due and owing the State, 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;

c. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and

d. 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.

27. Cost and Price Certification

27.1 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 the date of its Proposal.

27.2 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 of its Proposal, was inaccurate, incomplete, or not current.

28. Subcontracting; Assignment

The Contractor may not subcontract any of its obligations 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 Procurement Officer, each at the State's sole and absolute discretion; provided, however, that a Contractor may assign monies receivable under a contract after written notice to the State. Any subcontracts shall include such language as may be required in various clauses contained within this Contract, exhibits, and attachments. The Contract shall not be assigned until all approvals, documents, and affidavits are completed and properly registered. The State shall not be responsible for fulfillment of the Contractor's obligations to its subcontractors.

29. Limitations of Liability

29.1 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 as follows:

(a) For infringement of patents, trademarks, trade secrets and copyrights as provided in **Section 5 "Patents, Copyrights, Intellectual Property"** of this Contract;

(b) Without limitation for damages for bodily injury (including death) and damage to real property and tangible personal property; and

(c) For all other claims, damages, loss, costs, expenses, suits or actions in any way related to this Contract and regardless of the basis on which the claim is made, Contractor's liability shall not exceed <<two (2) >>times the total value of the Contract or $1,000,000, whichever is greater. Section 6 ("Indemnification") of this The above limitation of liability is per incident.

(d) 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.

29.2 Contractor's indemnification obligations for 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 indemnification 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.

29.3. 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 it is responsible for performance of the services and compliance with the relevant obligations hereunder by its subcontractors.

30. Commercial Nondiscrimination

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.

30.3 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.

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

31. Prompt Pay Requirements

31.1 If the Contractor withholds payment of an undisputed amount to its subcontractor, the Department, 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.

31.2 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, without limitation: (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.

31.3 An act, failure to act, or decision of a Procurement Officer or a representative of the Department concerning a withheld payment between the Contractor and a subcontractor under this **section 31**, 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 and the Contractor in any other proceeding; or

(c) Result in liability against or prejudice the rights of the Department.

31.4 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 MBE program.

31.5 To ensure compliance with certified MBE subcontract participation goals, the Department 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:

i. Inspecting any relevant records of the Contractor;

ii. Inspecting the jobsite; and

iii. Interviewing subcontractors and workers.

Verification shall include a review of:

i. The Contractor's monthly report listing unpaid invoices over thirty (30) days old from certified MBE subcontractors and the reason for nonpayment; and

ii. The monthly report of each certified MBE subcontractor, which lists payments received from the Contractor in the preceding thirty (30) days and invoices for which the subcontractor has not been paid.

(b) If the Department determines that the Contractor is not in compliance with certified MBE participation goals, then the Department 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 determines that the Contractor is in material noncompliance with MBE Contract provisions and refuses or fails to take the corrective action that the Department requires, then the Department may:

i. Terminate the Contract;

ii. Refer the matter to the Office of the Attorney General for appropriate action; or

iii. Initiate any other specific remedy identified by the Contract, including the contractual remedies required by any applicable laws, regulations, and directives regarding the payment of undisputed amounts.

(d) 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.

32. 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 may withhold payment of any invoice or retainage. The Department may require certification from the Commissioner on a quarterly basis that such records were properly submitted.

33. Use of Estimated Quantities

Unless specifically indicated otherwise in the State's solicitation or other controlling documents related to the Scope of Work, any sample amounts provided are estimates only and the Department does not guarantee a minimum or maximum number of units or usage in the performance of this Contract.

34. Risk of Loss; Transfer of Title

Risk of loss for conforming supplies, equipment, materials and Deliverables furnished to the State hereunder shall remain with the Contractor until such supplies, equipment, materials and Deliverables are received and accepted by the State, following which, title shall pass to the State.

35. Effect of Contractor Bankruptcy

All rights and licenses granted by the Contractor under this Contract are and shall be deemed to be rights and licenses to "intellectual property," and the subject matter of this Contract, including services, is and shall be deemed to be "embodiments of intellectual property" for purposes of and as such terms are used and interpreted under § 365(n) of the United States Bankruptcy Code ("Code") (11 U.S.C. § 365(n) (2010)). The State has the right to exercise all rights and elections under the Code and all other applicable bankruptcy, insolvency and similar laws with respect to this Contract (including all executory statement

of works). Without limiting the generality of the foregoing, if the Contractor or its estate becomes subject to any bankruptcy or similar proceeding: (a) subject to the State's rights of election, all rights and licenses granted to the State under this Contract shall continue subject to the respective terms and conditions of this Contract; and (b) the State shall be entitled to a complete duplicate of (or complete access to, as appropriate) all such intellectual property and embodiments of intellectual property, and the same, if not already in the State's possession, shall be promptly delivered to the State, unless the Contractor elects to and does in fact continue to perform all of its obligations under this Contract.

36. Miscellaneous

36.1 Any provision of this Contract which contemplates performance or observance subsequent to any termination or expiration of this Contract shall survive termination or expiration of this Contract and continue in full force and effect.

36.2 If any term contained in this Contract 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 Contract, and the remaining terms contained herein shall continue in full force and effect, and shall in no way be affected, prejudiced, or disturbed thereby.

36.3 The headings of the sections contained in this Contract are for convenience only and shall not be deemed to control or affect the meaning or construction of any provision of this Contract.

36.4 This Contract may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures provided by facsimile or other electronic means, e,g, and not by way of limitation, in Adobe .PDF sent by electronic mail, shall be deemed to be original signatures.

37. Contract Monitor and Procurement Officer

37.1 The State representative for this Contract who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring this 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. The Contract Monitor may authorize in writing one or more State representatives to act on behalf of the Contract Monitor in the performance of the Contract Monitor's responsibilities. The Department may change the Contract Monitor at any time by written notice to the Contractor.

37.2 The Procurement Officer has responsibilities as detailed in the Contract, 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.

38. 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:

Shawn Singh, Contract Monitor
Maryland Department of Health
Maryland Medicaid Pharmacy Program
300 Preston Street
Baltimore, MD 21201

With a copy to:

Dana Dembrow, Procurement Officer
Maryland Department of Health
Office of Procurement and Support Services
201 W. Preston Street
Baltimore, MD 21201

If to the Contractor:

(Contractor's Name)

(Contractor's primary address)

Attn: _____

Parent Company Guarantor

Contact: _____

Attn: _____

39. Liquidated Damages for MBE

39.1 The Contract requires the Contractor to comply in good faith 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 comply in good faith 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.

39.2 Therefore, upon issuance of a written determination by the State that the Contractor failed to comply in good faith with one or more of the specified MBE Program requirements or MBE Contract provisions, the Contractor shall 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.

(a) 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.

(b) 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): $ 90.00 per MBE subcontractor.

(c) 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 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.

(d) 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.

(e) Failure to promptly pay all undisputed amounts to an MBE subcontractor in full compliance with the prompt payment provisions of the Contract: $ 100.00 per day until the undisputed amount due to the MBE subcontractor is paid.

39.2 Notwithstanding the assessment or availability of liquidated damages, the State reserves the right to terminate the Contract and exercise any and all other rights or remedies which may be available under the Contract or Law.

40. Parent Company Guarantee (If applicable)

(Corporate name of Contractor's 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 Contractor's 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 Contractor's Parent Company) further agrees that if the State brings any claim, action, lawsuit or proceeding against (Contractor), (Corporate name of Contractor's Parent Company) may be named as a party, in its capacity as Absolute Guarantor.

41. Federal Department of Health and Human Services (DHHS) Exclusion Requirements

The Contractor agrees that it will comply with federal provisions (pursuant to §§ 1128 and 1156 of the Social Security Act and 42 C.F.R. 1001) that prohibit payments under certain federal health care programs to any individual or entity that is on the List of Excluded Individuals/Entities maintained by DHHS. By executing this Contract, the Contractor affirmatively declares that neither it nor any employee is, to the best of its knowledge, subject to exclusion. The Contractor agrees, further, during the term of this Contract, to check the List of Excluded Individuals/Entities prior to hiring or assigning individuals to work on this Contract, and to notify the Department immediately of any identification of the Contractor or an individual employee as excluded, and of any DHHS action or proposed action to exclude the Contractor or any Contractor employee.

42. Compliance with federal Health Insurance Portability and Accountability Act (HIPAA) and State Confidentiality Law

42.1 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.

42.2 Based on the determination by the Department 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 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.

42.3 "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.

43. Limited English Proficiency

The Contractor shall provide equal access to public services to individuals with limited English proficiency in compliance with Md. Code Ann., State Government Article, §§ 10-1101 et seq., and Policy Guidance issued by the Office of Civil Rights, Department of Health and Human Services, and MDH Policy 02.06.07.

SIGNATURES ON NEXT PAGE

IN WITNESS THEREOF, the parties have executed this Contract as of the date hereinabove set forth.

Contractor	State of Maryland Maryland Department of Health (MDH)
By:	By: Robert Neall, Secretary, Or designee:
Date	
PARENT COMPANY (GUARANTOR) (if applicable)	By:
_____	_____
By:	Date
_____	
Date	

Approved for form and legal sufficiency
this ____ day of _____, 20___.

_____
Assistant Attorney General

APPROVED BY BPW: _____ _____
(Date) (BPW Item #)

ATTACHMENT N – 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 or before: (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31.

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 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:

(i) The dangers of drug and alcohol abuse in the workplace;
(ii) The business's policy of maintaining a drug and alcohol free workplace;
(iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
(iv) 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:

(i) Abide by the terms of the statement; and
(ii) 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:

(i) Take appropriate personnel action against an employee, up to and including termination; or
(ii) 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:

(a) 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 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 O – DHR HIRING AGREEMENT

This solicitation does not require a DHR Hiring Agreement.

APPENDIX 1-ABBREVIATIONS AND DEFINITIONS

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

1. **Aberrant Participants –** Departing from the right, normal or usual course (Outliers).

2. **AHFS –** American Hospital Formulary Services.

3. **ADC**- Annapolis Data Center.

4. **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**)**.

5. **CEU**– Continuing Education Unit, which is the number of units approved by the Maryland State's professional board for each continuing educational program.

6. **CMC** – Corrective Managed Care program – a Lock-In Program for Medicaid Participants – is an ongoing program to monitor and promote appropriate use of controlled substances. When there is a perceived misuse of a controlled substance by a Participant, a Participant can be "locked-in" or restricted to one pharmacy for coverage of medications.

7. **CMS** - Centers for Medicare and Medicaid Services

8. **COMAR** – Code of Maryland Regulations available online at www.dsd.state.md.us.

9. **CONNECT:DIRECT**®: IBM® Sterling Managed File Transfer enables enterprises to manage and control the critical information flows that run their dynamic business networks.

10. **Contract** – The Contract awarded to the successful Offeror pursuant to this RFP. The Contract will be in the form of **Attachment M**.

11. **Contract Commencement** - The date the Contract is signed by the Department following any required approvals of the Contract, including approval by the Board of Public Works, if such approval is required.

12. **Contract Monitor** – The State representative for this Contract who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring this 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. The Contract Monitor may authorize in writing one or more State representatives to act on behalf of the Contract Monitor in the performance of the Contract Monitor's responsibilities.

13. **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.

14. **Contractor** – The selected Offeror that is awarded a Contract by the State.

15. **Department -** MDH (Maryland Department of Health).

16. **DUE** – Drug Use Evaluation.

17. **DUM** - Drug Use Management.

18. **DUR -** Drug Utilization Review – Also referred to as Drug Use Evaluations (DUE) as an authorized, structured, ongoing program that collects, analyzes and interprets drug use patterns to improve the quality of pharmacotherapy and patient outcomes.

19. **Drug Utilization Review Board -** referred to as the "DUR Board" is a committee of health care professionals established in compliance with Federal requirements to advise the Department on drug use.

20. **eMM** – eMaryland Marketplace See RFP Section 4.2.

21. **FDA –** Food & Drug Administration.

22. **FFS-** Fee For Service.

23. **FTE –** Full-time employee.

24. **Go-Live Date** – The date, as specified in the Notice to Proceed, when the Contractor must begin providing all services required by this solicitation.

25. **HealthChoice** – Official name of Maryland's Medicaid Managed Care Program. It is a mandatory program for most of the Medical Assistance recipients. A recipient in HealthChoice will receive health care services through a Managed Care Organization (MCO). The MCO is responsible for meeting almost all of the recipient's health needs, except for mental health services and certain other limited services. Medicaid pays the MCO a monthly capitation rate for each recipient. Different recipients will have different capitation rates, depending on factors such as age or special medical conditions, area of residence, etc.

26. **Key Personnel** – All personnel identified in the solicitation as such, or personnel identified by the Offeror in its Proposal that are essential to the work being performed under the Contract. See RFP Section 3.9.

27. **LAN** – Local Area Network

28. **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.

29. **Maryland Medicaid Webpage** https://mmcp.health.maryland.gov/Pages/home.aspx.

30. **MCO –** Managed Care Organization.

31. **MCO Encounter data or Encounter claims –** means information documenting a pharmacy service to a Managed Care Organization enrollee

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32. **MCP** – Medical Care Program Administration.

33. **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.

34. **MMIS** – Medicaid Management Information System.

35. **MMPP -** Maryland Medicaid Pharmacy Program.

36. **NDC** – National Drug Code

37. **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.

38. **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 Monitor regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.

39. **OBRA 90** - Federal Omnibus Budget Reconciliation Act, October of 1990.

40. **Offeror** – An entity that submits a Proposal in response to this RFP.

41. **Participants –** Individuals who are enrolled in Maryland Medicaid Fee-For-Service Program and Managed Care Organization Services.

42. **PBM** – Pharmacy Benefits Manager.

43. **PDL** - Preferred Drug List.

44. **Point of Sale Claims Processing System** - Each Medicaid agency, at its option, may establish, as its principal (but not necessarily exclusive) means of processing claims for covered outpatient drugs, a point-of-sale electronic claims management (ECM) system to perform on-line, real-time (that is, immediate) eligibility verifications, claims data capture, adjudication of claims, and to assist pharmacists and other authorized persons (including dispensing physicians) in applying for and receiving payment.

45. **Procurement Coordinator** – The State representative designated by the Procurement Officer to perform certain duties related to this solicitation which are expressly set forth herein.

46. **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 M), 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.

47. **Proposal** – As appropriate, either or both of an Offeror's Technical or Financial Proposal.

48. **Prospective DUR / PRO-DUR** - A Prospective DUR involves evaluating a patient's planned drug therapy before a medication is dispensed. This process allows the pharmacist to identify and resolve issues before the patient actually receives the medication. Pharmacists routinely perform prospective reviews in their daily practice by assessing a prescription medication's dosage and directions and reviewing patient information for possible drug interactions or duplicate therapy.

49. **Request for Proposals (RFP)** – This Request for Proposals issued by the MDH, with the Solicitation Number and date of issuance indicated in the RFP Key Information Summary Sheet (near the beginning of the solicitation, after the Title Page and Notice to Vendors), including any addenda.

50. **Retrospective DUR / Retro DUR / RDUR** - It is an ongoing periodic quarterly process of examination of claims data and other records in order to identify patterns of fraud, abuse, gross overuse, or inappropriate or medically unnecessary care among physicians, pharmacists, and

Medicaid beneficiaries, or associated with specific drugs or group of drugs using predetermined standards.

51. **State** – The State of Maryland.

52. **Slippage –** Failure to meet standard deadlines or projects.

53. **SLM –** Service Level Metrics.

54. **TPL** - Third Party Liability

55. **Total Proposal Price** - The Offeror's total proposed price for services in response to this solicitation, included in the Financial Proposal with Attachment B – Financial Proposal Form, and used in the financial evaluation of Proposals (see RFP Section 6.3).

56. **Veteran-owned Small Business Enterprise (VSBE) –** A business that is verified by the Center for Verification and Evaluation (CVE) of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.

APPENDIX 2 – PHARMACY BENEFIT MANAGER PHONE # FOR MCOs

MARYLAND MEDICAID • HEALTHCHOICE PROGRAMS
PHARMACY BENEFIT MANAGER PHONE NUMBERS FOR
MANAGED CARE ORGANIZATIONS

Managed Care Organization (MCO)	Pharmacy Benefit Manager		Phone Number for Pharmacy Providers	Phone Number for Physician Providers
AMERIGROUP Community Care	Express Scripts	24 hours – 7 days per week	1-844-367-6108	AMERIGROUP Pharmacy Department 1-800-454-3730 Mon – Fri 8:00am – 7:00pm Saturday 10:00am – 2:00pm 24 hour Nurse is available after hours
Kaiser Permanente	Medimpact	24 hours – 7 days per week	1-800-788-2949	1-800-788-2949
Jai Medical Systems	ProCare Rx	24 hours – 7 days per week	1-800-213-5640	ProCare Rx Prior Authorization Desk 1-800-555-8513
Maryland Physicians Care	Express Scripts	7:00am – 7:00pm	1-800-922-1557	Express Scripts 1-800-953-8854
MedStar Family Choice	Caremark, Inc.	24 hours – 7 days per week	1-800-345-5413	MedStar Family Choice 410-933-2200 or 1-800-905-1722 Mon – Fri 8:30am – 5:00pm
Priority Partners	Caremark, Inc.	24 hours – 7 days per week	1-800-345-5413	Priority Partners 1-888-819-1043 Mon – Fri 8:00am – 5:00pm
UMHP (University of Maryland Health Plan)	Caremark	24 hours – 7 days per week	1-800-730-8543	1-800-730-8530
UnitedHealthcare	Optimum Rx	24 hours – 7 days per week	949-221-9910	949-221-9910

At the time of printing, the information and phone numbers listed are correct. Offerors should be advised that MCO list is subject to change.

Updated April 2017

The State of Maryland
Department of Health and Mental Hygiene
Division of Clinical Pharmacy Services
Drug Utilization Review (DUR) Board Procedures

Revision September 19, 2014

Administration

Administrative coordination of the DUR Board functions is performed by the retrospective DUR contractor or other party as designated by Maryland Department of Health, Division of Clinical Pharmacy Services.

Function

The activities of the DUR Board include:

1. Advising the Maryland Medicaid Pharmacy Program (MMPP) of Maryland Department of Health in the area of DUR as defined by the Omnibus Budget Reconciliation Act of 1990, §1927g(3).

2. Reviewing prospective and retrospective DUR criteria, prior authorization criteria and quantity or dosage form limitations developed by the Division of Clinical Pharmacy Services or by contracted vendors.

3. Evaluating the use of criteria and interventions, including assessing the operational effect of the criteria and interventions, in order to identify areas of prescribing and dispensing of specific drugs that may result in adverse patient outcomes.

4. Evaluating patient drug utilization that may represent potential fraud and abuse and make disposition recommendations.

5. Identifying educational needs and develop educational plans to improve prescribing or dispensing practices, and evaluate the effect of these educational interventions.

6. Reviewing and approve the annual DUR report describing the nature and scope of the DUR program, summarizing education/intervention strategies used, and estimating the cost savings generated.

7. Advising the MMPP in the area of enrollment of Participants into the Corrective Managed Care Program through the DUR Board's Corrective Managed Care Advisory Committee. This subcommittee of the DUR Board develops Corrective Managed Care enrollment recommendations by considering the Lock-In Criteria for Participants (as defined by the Corrective Managed Care Advisory Committee Policy and Procedures)

Composition

The DUR Board is composed of up to twelve members. At least one-third but not more than 51% of the DUR Board members must be physicians, and at least one-third of the Board members must be pharmacists. Both physician and pharmacist members must be licensed in good standing in the State of Maryland and actively practicing. Each member should have recognized knowledge and expertise in one or more of the following areas:

1. Clinically appropriate prescribing of covered outpatient drugs.
2. Clinically appropriate dispensing and monitoring of covered outpatient drugs.
3. Drug use review, evaluation, and intervention.
4. Medical quality assurance.

Board Appointments and Terms

1. The retrospective DUR contractor recommends nominees for the DUR Board to the Division of Clinical Pharmacy Services, who then recommends the same to the Secretary of Maryland Department of Health.

2. The members of the DUR Board are appointed by the Secretary of Maryland Department of Health..

3. DUR Board terms are for three years and are staggered, so that new Board members may be appointed each year.

4. DUR Board members may not serve more than two consecutive three-year terms.

5. DUR Board members may be replaced at the discretion of the Secretary due to absences or conflicts of interest or for any other matter where the Secretary determines that replacement would serve the best interests of the Maryland Medicaid population.

6. DUR Board members who are also members of the Corrective Managed Care Advisory Committee will serve on the Corrective Managed Care Advisory Committee for the duration of their DUR Board terms.

Meetings and Voting Procedures

1. Meetings are held quarterly at a time and place to be specified by the retrospective DUR contractor in collaboration with the Division of Clinical Pharmacy Services. Usually, the meetings are held the first Thursday of the months of March, June, September and December starting at approximately 9:15 a.m. The Corrective Managed Care Advisory Committee will meet just prior to the regularly scheduled DUR Board meeting in a closed session to specifically discuss Participants who should be recommended for the Corrective Managed Care Program.

2. The agenda, minutes to previous meetings and other materials in electronic format will be sent to DUR Board members at least 7 days prior to the meeting.

3. A quorum for the DUR Board is needed for the purposes of transacting business. Quorum shall consist of a simple majority of the current membership. For example, if there are 12 members on the DUR Board, 7 members of the DUR Board shall be necessary to achieve a quorum.

4. For those agenda items that require a vote by the members, voting will be conducted on items in the order in which they are brought up for discussion based on the outline of the agenda. The

affirmative vote of a simple majority of DUR Board members is necessary to approve an agenda item at a meeting where quorum is present.

Previously discussed agenda items may be revisited for discussion only if two-thirds of the attending members agree to do so at a meeting where a quorum is present.

Board Chairperson and Vice Chairperson

1. The DUR Board elects, from among its members, a Chairperson and Vice Chairperson.

2. The Chairperson presides over the meetings of the DUR Board. The Vice Chairperson presides over the meeting in the absence of the Chairperson.

3. The term of each of the Chairperson and Vice Chairperson is two years or until the selected Board member's term on the Board expires. Therefore, a Board member would need at least one year left on their appointment to be considered for the position of Chairperson or Vice Chairperson.

4. At the completion of the Chairperson's term, a new Chairperson and Vice Chairperson will be elected by the Board.

Prospective DUR Criteria

Prospective criteria are maintained by Point of Sale vendor designated by Maryland Department of Health and are based on First DataBank (FDB) criteria. Some modifications to FDB criteria are possible and can be made based on DUR Board review. Current prospective DUR criteria elements include, but not limited to, the following list below.

Point of Sale Vendor/Prospective DUR Screening Criteria

The Point of Sale vendor's system must ensure that the processing order for specific ProDUR conflict types is as follows:

Report denials first, in this order:

1. Early Refill
2. Therapeutic Duplication

Then report non-denied alerts in this order:

1. Drug to Drug Interactions
2. Late Refill
3. Duplicate Ingredient
4. Drug to Known Disease
5. Min / Max Daily Dose
6. Drug to Geriatric Precautions
7. Drug to Pediatric Precautions
8. Drug to Pregnancy
9. Drug to Lactation
10. Drug to Prior Adverse Reaction / Allergy
11. Drug to Inferred Disease
12. Drug to Gender
13. Prerequisite Therapy
14. Exclusive Therapy
15. Controlled Substance
16. Duration of Therapy

Prospective DUR Criteria Review

1. At each quarterly meeting, the DUR Board will review a summary of prospective DUR criteria alerts from the previous quarter, based on alerts generated from pharmacy claims data for fee-for-service Medicaid Participants. The DUR Board will evaluate specific criteria and give their recommendation if criteria should continue to be alerted to the dispensing pharmacist based on the severity of the alert.

2. The DUR Board will make recommendations for prospective DUR alerts, which should result in claims denial and require authorization based on the severity of the alert.

Retrospective DUR

1. The retrospective DUR contractor and the Division of Clinical Pharmacy Services will annually present topics for retrospective analyses to the DUR Board for its input and prioritization.

2. The DUR contractor will perform quarterly retrospective analyses with input from the DUR Board and the Division of Clinical Pharmacy Services.

3. The retrospective DUR contractor will develop a draft plan including, therapeutic exception to be evaluated, criteria for patient selection and educational or administrative interventions. The plan will be presented to the DUR Board for its input and approval.

4. After the DUR evaluation is performed, the retrospective DUR contractor will present results and recommendations for additional action to the DUR Board in the form of a written report for input and approval.

Prior Authorization Criteria, Quantity and Dosage form Limitations

1. The DUR Board will review and evaluate prior authorization criteria, dosage form limitations or quantity limitations that the Division of Clinical Pharmacy Services intends to implement for fee-for-service Medicaid Participants.

2. The Board will review these criteria based on DUR Board members' clinical expertise and will advise the Division of Clinical Pharmacy Services if criteria are appropriate for implementation. The Division of Clinical Pharmacy Services will have final approval of all prior authorization criteria, quantity or dosage form limitation implemented.

Confidentiality

1. All DUR Board members will sign a Conflict of Interest Policy and Code of Conduct with the Division of Clinical Pharmacy Services and the DUR contractors as required.

2. No specific patient or provider identifying information will be included in any DUR reports discussed at DUR Board meetings.

Public Communication

1. Requests from the public for information regarding the DUR Board or DUR Board meetings will be directed to the Division of Clinical Pharmacy Services for consideration.

2. Dates for upcoming DUR Board meetings are posted to the MMPP website.

3. Portions of all DUR Board committee meetings discussing enrollment of specific Participants into the Corrective Managed Care Program will be held in closed sessions, each of which will comply with the State's Open Meetings Act..

4. No information regarding any Participant's enrollment and clinical determinations of the Corrective Managed Care Advisory Committee will be made available to the public.

Inclement Weather Policy

In the event of inclement weather the DUR Board meetings will be cancelled and rescheduled if Baltimore County Schools are closed.

MARYLAND MEDICAID PHARMACY PROGRAM

DRUG UTILIZATION REVIEW (DUR) BOARD – PHARMACEUTICAL INDUSTRY CODE OF CONDUCT

INTRODUCTION

The DUR Board is responsible for advising the Maryland Medicaid Pharmacy Program (MMPP) on point of service prospective DUR criteria alerts, retrospective educational letters to providers, other educational programs and recommending clinical prior authorization criteria and quantity and dosage form limitations on specific drugs. Because of its responsibilities and the impact on drugs dispensed in the State as a result of its recommendations, the pharmaceutical industry is interested in discussions and conduct of the DUR Board meetings.

This document establishes the protocol for interactions between the pharmaceutical industry and DUR Board members and interactions between the pharmaceutical industry MMPP and the DUR contractor. This Code's intent is to streamline the communications process between all interested parties, facilitate the flow of information from the MMPP and on to the DUR Board members, if appropriate, and establish reasonable and respectable boundaries for how and when all interested parties may interact.

This Code of Conduct does not address procedures for conducting DUR Board meetings; rather it identifies key interaction opportunities prior to DUR Board meetings. The DUR Board members must recognize that industry representatives have objectives to meet. At the same time, industry representatives must realize that the DUR Board members are volunteers, performing a public service and have their regular day-to-day responsibilities besides the DUR Board. Both must respect the time of each other. The issue becomes particularly acute when the DUR Board members are trying to interact with their patients, as patient/physician or patient/pharmacist interaction should proceed as scheduled and uninterrupted..

Members of the pharmaceutical industry were given an opportunity to comment on this Code of Conduct before it was issued in final form. Their comments were incorporated in the final version.

One-on-one Meetings with DUR Board members – Pharmaceutical industry sales representatives may, in their normal conduct of business, contact providers, i.e. doctors and pharmacists, even though such providers may be DUR Board members. Pharmaceutical industry sales representatives should always make an appointment before visiting with any DUR Board member if the discussion is related to a DUR Board meeting agenda item. A pharmaceutical industry representative is not required to make a formal appointment if their visit is unrelated to a specific agenda item and is part of their normal course of business with the DUR Member. No DUR Board member has to meet with pharmaceutical industry sales representatives or account executives. The State will not intervene on a pharmaceutical industry sales representative's behalf to arrange, facilitate or moderate a meeting with any DUR Board member. DUR Board members are not expected to or encouraged to discuss any upcoming DUR Board meeting agenda items with industry representatives and industry representatives will abide by a DUR member's decision. Industry representatives will refrain from practices that attempt to exert undur pressure, or distort facts.

Materials for DUR Board Members related to DUR Meeting Agenda Items – When a pharmaceutical industry sales representatives provides materials for a DUR Board Member in response to a DUR Board Meeting Agenda item, the representatives are encouraged to provide the most condensed and minimal amount of material to DUR Board members, if they elect to provide any at all. If a pharmaceutical manufacturer believes that the DUR Board must consider certain information as part of its decision making, the company should give that detailed information to the appropriate individual at the MMPP or the DUR contractor. Written materials should be provided as follows:

- **Written material** - If account executives have printed material they wish to send to the DUR Board members, they may send it to the Clinical Pharmacy Services Division or the DUR Contractor at the MDH headquarters and it may be forwarded to the DUR Board. Please enclose at least 12 copies

packaged in individual envelopes with sufficient postage attached. Mail or deliver your material to the DUR Board, Department of Health and Mental Hygiene, Suite 407, 201 W. Preston Street, Baltimore, Maryland 21201. The MMPP will place labels on your packages and forward them to the DUR Board members. Materials received with insufficient postage will not be forwarded. Binders and heavy material must be placed in individual padded envelopes. To ensure sufficient time for review, the material must be received at MDH at least ten days prior to the relevant meeting. This material may be submitted via U.S. Postal Service, or commercial delivery service.

- **E-mailed material -** E-mail communication is preferred; however, it must be compatible with MS-Word or in Adobe® Acrobat® format. The Pharmacy Program may forward your e-mails as deemed appropriate. Charts and graphs may be submitted in MS-Excel® or Adobe® Acrobat®. You may E-mail material for the DUR Board by attaching them to a message to: Shawn Singh: *shawn.singh@maryland.gov*

Please do not expect a response other than an acknowledgement that your material was received.

Meetings with People in Organizations Involved with the DUR Board

Meetings with the MMPP - The MMPP has a long-standing policy not to meet with pharmaceutical industry representatives to avoid the appearance of any improper influence on MMPP decision. In rare instances, the MMPP will make exceptions to this policy if the MMPP identifies issues that need specific clarification, explanation or demonstration from a drug manufacturer Pharmaceutical industry representatives are therefore highly discouraged from requesting a meeting with the MMPP to introduce a new product or to elaborate on an existing product. Submission of printed material is welcome.

Meetings with the DUR Contractor – If a pharmaceutical manufacturer thinks it is necessary to meet with persons involved with DUR Board, the DUR contractor would be the appropriate point of contact. At the DUR contractor's discretion, relevant substantiated information will be given to the MMPP and DUR Board members in their packets prior to the DUR Board meeting.

Communications
Inquiries to the State will be responded in a like manner or as deemed appropriate by MDH (MMPP) or unless requested otherwise. Thus, if an inquiry is via e-mail, the response will be via e-mail. If an inquiry is by phone, the response will be by phone, and so on for letters and faxes.

Investigation of Denied Claims

From time to time, pharmaceutical industry representative want to know why claims for their products do not adjudicate according to their expectations. There are multiple reasons why claims will deny. The Clinical Pharmacy Services Division is available to research any problems, but its investigations are predicated on having sufficient information. Each denial is accompanied by a text message to the pharmacist as to the nature of the denial, such as "Refill too soon", "Exceeds quantity limits", "Exceeds dollar limit", or "Bad NDC number". To perform the research, the MMPP needs more than just the name of the drug and the Prescriber's name. The exact text of the denial message that the pharmacy receives would be extremely helpful. The claims processor assigns a number to each online transaction. Try to find out the denied claim transaction number, the NDC number, the number that the pharmacy assigns to the "script," the Participant number, the date of the denial, etc. Pharmaceutical industry representatives can give pharmacies the phone number for the MMPP (410-767-1455) and have them call the Department directly.

Submitting Allegations of Impropriety

From time to time, Pharmaceutical industry representatives, DUR Board members and the DUR contractor experiences what they may perceive as questionable practices. In such instances, the concerned individual or company should report the situation by phone to the MMPP, Clinical Pharmacy Division at 410-767-6896, by fax to 410-333-5398, or by e-mail to Shawn Singh ssingh@maryland.gov. The concerned individual or

company should include as much information as possible, such as examples of marketing material, the name of the offending company, the name(s) of individual(s) implicated and the name(s) of any witness(es). When deemed appropriate, the MMPP will initiate an official inquiry.

STANDARDS AND REPORTING REQUIREMENTS OF DRUG USE MANAGEMENT PROGRAMS FOR MANAGED CARE ORGANIZATIONS PARTICIPATING IN THE MARYLAND HEALTHCHOICE PROGRAM

DEPARTMENT OF HEALTH AND MENTAL HYGIENE
Office of Systems, Operations and Pharmacy
Division of Clinical Pharmacy Services
201 W. Preston Street
Baltimore, Maryland 21201

TABLE OF CONTENTS

I. Introduction

II. Drug Use Management Programs

A. Definitions

B. Standards

1.0 The Pharmacy and Therapeutics Committee
2.0 Formulary System
3.0 Generic Substitution
4.0 Therapeutic Interchange
5.0 Prior Authorization
6.0 Drug Utilization Review
7.0 Disease Management

III. References

Revised 1/2015

I. Introduction

Maryland Department of Health (MDH) is charged with the responsibility of evaluating the accessibility and quality of the drug benefit programs of Managed Care Organizations (MCOs) that provide care for HealthChoice enrollees. These requirements are set forth in COMAR 10.09.67.04. If conducted appropriately, drug use management programs should enhance the quality of care and cost-effectiveness of pharmaceuticals in a health care organization. However, they may also restrict access to drugs. Consequently, MDH has developed minimum standards, which must be adhered to by MCOs with HealthChoice enrollees when such drug use management programs are in place.

Drug use management programs include but are not limited to:

- Formulary management
- Generic substitution
- Therapeutic substitution
- Prior authorization
- Drug utilization review
- Disease management

Most managed care organizations have an organized committee composed of physicians, pharmacists, nurses, and other staff members who develop policies and procedures and oversee the implementation process of the drug use management programs to maintain quality of care. This committee is normally the Pharmacy and Therapeutics Committee (P&T).

MCOs shall be required to meet the minimum threshold performance standards stated by MDH in this document. These standards do not supersede existing state or federal regulations related to drug use management. Any MCO not meeting these requirements shall be subject to review and corrective action from MDH.

II. Drug Use Management Programs

A. Definitions

The Pharmacy and Therapeutics Committee

A body of individuals consisting of physicians, pharmacists, nurses and others selected by a health care organization to oversee issues related to medication use within the organization. The P&T Committee is charged with the following responsibilities:

- Review and approve policies and procedures concerning the appropriate use of drugs.
- Review and approve educational activities related to drug use.
- Manage the formulary system.
- Review and approve quality assurance programs designed to maintain appropriate drug prescribing, distribution and administration of drugs.
- Review and approve adverse drug event monitoring programs.
- Review and approve the Drug Use Evaluation (DUE) process.
- Review reports and literature used to support and develop drug use management programs.

- Distribute committee decisions to all staff members involved in direct patient care.

Formulary System

A formulary system is an ongoing drug selection process within a health care organization implemented by the pharmacy and medical staff operating under the supervision of a P&T Committee. The goal of the system is to select those drug products from all available products that are considered most useful in patient care in terms of efficacy and cost.

Generic Substitution

The process of dispensing an unbranded drug product with the same active ingredient as the one prescribed.

Therapeutic Interchange

Authorized exchange of therapeutic alternates in accordance with previously established and approved written guidelines or protocols within a formulary system.

Prior Authorization

Prior authorization is the process of requiring approval before the dispensing of a specific drug or class of drugs.

Drug Utilization Review (DUR)

The continuous and ongoing activities of an organization that evaluates prescribing patterns, dispensing and patient drug use with predetermined criteria for the explicit purpose of assessing the safety, effectiveness and appropriateness of drug therapy. An additional component of DUR is the development and implementation of activities to correct and improve prescribing, dispensing and patient drug use. It may be prospective, retrospective or concurrent.

Disease Management

Disease management is a continuous, coordinated, evolutionary process that seeks to manage and improve the health status of a carefully defined patient population over the entire course of a disease. A successful disease management program achieves this goal by identifying and delivering the most effective and efficient combination of available resources.

B. Standards

1.0 The Pharmacy and Therapeutics Committee

1.1 A P&T Committee is required of all MCOs with HealthChoice..

1.2 The committee shall have provider representation. Provider shall be defined as a licensed professional who is authorized to prescribe, dispense or administer medications.

1.3 At least half of the voting P&T Committee members shall have direct patient care responsibilities. Direct patient care responsibilities are defined as prescribing, dispensing or administering medications.

1.4 The voting P&T Committee provider membership shall reflect the proportion of HealthChoice within the MCO's entire population served.

1.5 A P&T Committee chairperson shall be designated by the MCO.

1.6 The P&T Committee shall meet regularly, as required, to address the needs of the MCO.

1.7 The P&T Committee shall develop policies and procedures regarding the appropriate conduct of activities including, but not limited to:

- Frequency of meetings
- Timely dissemination of meeting agendas prior to meetings
- Maintenance of minutes
- Conduct of educational activities
- Formulary management
- Adverse drug event monitoring
- Drug use evaluation (DUE)
- Conflicts of interest
- Other policies as applicable

1.8 The P&T Committee shall make available its meeting minutes and policies and procedures (including its standard operating procedures) at the request of the MDH.

2.0 Formulary System

2.1 The P&T Committee shall be responsible for management of the formulary.

2.2 The P&T Committee shall establish policies and procedures for the appropriate review, selection and evaluation of all pharmaceuticals included in the formulary that is intended for HealthChoice enrollees. These policies and procedures shall include the following:

- Standard P&T Committee operating procedures
- Review of drugs for inclusion or removal from the formulary
- Review of newly FDA approved drug entities.
- Drug monograph content and development process
- Voting and drug approval process
- Potential conflicts of interest

2.3 Physicians and pharmacists shall be involved in developing the policies and procedures of the formulary management system.

2.4 The P&T Committee, or its appointee, shall develop a standard form or format such as drug monographs for the purpose of evaluating drug candidates for formulary changes.

2.5 The content of the drug monographs or standard drug review form(s) shall include information such as the following.

- Generic name
- Brand name(s)
- Manufacturer
- Dosage form(s) and strength
- Indication (FDA approved/labeled)
- Mechanism of action
- Pharmacokinetics
- Adverse effects
- Drug interactions

- Monitoring parameters
- Evaluation of clinical trials
- Comparison of clinical therapeutics
- Evaluation of available pharmacoeconomic studies
- Dosage, schedule and administration
- Cost information with comparison to agents within the same therapeutic drug class
- Formulary recommendations including any restrictions of use

2.6 The P&T Committee shall develop a procedure for requesting drug additions or deletions to the formulary, such as providing a requisition form that may be completed by a pharmacist or physician provider and submitted to the P&T Committee for consideration.

2.7 The P&T Committee shall review the entire formulary annually.

2.8 The MCO shall make the formulary available to all authorized Prescribers and pharmacy providers of HealthChoice enrollees, which includes making the formulary available in an electronic format.

2.9 The MCO shall make updates to the formulary available to Prescribers and pharmacy providers at least 30 days prior to the change to be implemented via mailings or provider newsletters. Formulary updates shall also be made available in an electronic format.

2.10 The MCO shall notify the Division of Clinical Pharmacy Services on a monthly basis and at least 30 days prior to any changes to the formulary, prior authorization criteria, step therapy criteria and dosage form or quantity limitations. A copy of any notification of the formulary changes sent to providers should also be forwarded to the department.

2.11 The MCO shall make provisions to allow access of formulary information to HealthChoice.

2.12 A procedure shall be in place to allow Prescribers to request non-formulary drugs for HealthChoice. The approval or denial of non-formulary requests shall be provided within the time period stated in COMAR 10.09.71.04 which stipulates that the MCO shall provide the preauthorization in a timely manner so as not to adversely affect the health of the enrollee and within two business days of receipt of necessary clinical information but not later than seven calendar days from the date of the initial request.

2.13 A procedure shall be in place for a HealthChoice enrollee to obtain at a minimum a 72-hours emergency supply of medication while the pharmacist is awaiting approval to dispense a medication which requires prior authorization or a medication that is non-formulary or non-preferred.

2.14 The formulary shall contain a listing of restrictions in place for specific drugs with respect to individual medication dosage forms or quantity limitations. Quantity or dosage form limitations shall be included in the actual formulary document or the formulary document will indicate where and how this information can be obtained.

3.0 Generic Substitution

3.1 Policies and procedures of generic substitution shall follow Maryland State laws regarding generic substitution requirements.

3.2 A procedure shall be in place for a Prescriber to request an override for a generic substitution, if brand name medications are clinically indicated.

3.3 The MCO shall ensure the pharmacist informs the HealthChoice enrollee when a generic substitute is dispensed.

4.0 Therapeutic Interchange

A pharmacist may not perform a therapeutic interchange without the prior approval of the authorized Prescriber except as provided in COMAR 10.34.10.01C (2).

5.0 Prior Authorization

5.1 A procedure shall be in place for a Prescriber to obtain medications that require prior authorization for Participants.

5.2 The P&T Committee shall review and approve all clinical algorithms that are used in a prior authorization program and make them available for review at the request of MDH.

5.3 The physician and HealthChoice enrollee shall be notified when a prior authorization request is denied. The notification will include the clinical rationale for the denial, and procedures for the appeal, including the necessary forms.

5.4 The approval or denial of a prior authorization request shall be provided within the time period stated in COMAR 10.09.71.04 which stipulates that the MCO shall provide the preauthorization in a timely manner so as not to adversely affect the health of the enrollee and within two business days of receipt of necessary clinical information but not later than seven calendar days from the date of the initial request.

5.5 A procedure shall be in place to allow a physician or HealthChoice enrollee to appeal a denied prior authorization request. Review of the appeal shall occur in a timely manner.

5.6 All MCOs shall make current prior authorization and step therapy criteria available to providers upon request. Criteria for each drug or drug class subject to prior authorization should be made available in order to give providers sufficient information to determine specific requirements for approval.

6.0 Drug Utilization Review (DUR)

6.1 Each MCO will establish and maintain a prospective drug utilization review program.

6.2 Each MCO will establish and maintain a retrospective drug utilization review program.

6.3 Each MCO will establish activities to educate physicians and pharmacists on the inappropriate or medically unnecessary drug use within groups of patients and classes of drugs.

6.4 The MCO shall develop policies and procedures and provide oversight for conducting DUR activities to insure patient confidentiality and quality of the DUR process.

6.5 The P&T Committee or other designated committee shall review and approve all criteria and standards to assess the medical appropriateness, safety and effectiveness of prescribing, dispensing and patient drug use.

6.6 The P&T Committee or other designated committee shall select drug candidates for evaluation based on selected characteristics, such as:

- Frequently prescribed drugs
- Drugs with significant adverse reactions
- Drugs with significant drug-drug, drug-food or drug-disease interaction
- Drugs that alter laboratory parameters that warrant attention

- Drugs that are highly toxic
- Drugs that require special monitoring
- Drugs selected by the P&T Committee for formulary addition, deletion or restriction of use

6.7 The P&T Committee or other designated committee shall review and approve all educational or administrative interventions related to prescribing, dispensing and patient drug use.

7.0 Disease Management

The following Disease Management standards will be used to evaluate any Disease Management Program with a significant medication component. A significant medication component is defined as that which utilizes medication step-therapy guidelines or protocols, medication algorithms or medication practice guidelines.

7.1 The P&T Committee, or other designated committee with provider representation, shall review and approve written documentation for each disease management program that will include information such as the following.

- Purpose of the program
- Organizational structure within which the programs are operated
- Responsibility of each party involved (e.g., enrollee, provider, pharmacy benefit managers, pharmaceutical manufacturers)
- Process for how enrollees and providers are identified for program participation
- Process for how enrollees and providers are notified about the program
- Copies of information sent to providers and enrollees
- Incentives for providers or enrollee participation
- Performance criteria
- Outcomes measurements
- Description of interventions
- Process for continuous quality improvement
- Enrollee confidentiality procedures

7.2 The P&T Committee, or other designated committee with provider representation, shall review and approve all medication usage within evidence-based practice guidelines, clinical algorithms, and protocols that are used in the disease management programs.

7.3 The MCO shall develop a policy to maintain enrollee confidentiality and limit the access of enrollee data only to personnel with direct responsibility (such as providers, pharmacy benefit manager, and MCO staff).

7.4 Performance audits shall be conducted by the MCO for any disease management program that is not directly administered by the MCO.

7.5 The MCO shall develop a policy to allow Prescribers and pharmacists to use their professional judgment regarding enrollment or continued participation of a patient in a disease management program, if enrollment or continued participation in the disease management program is not in the best interest of the patient.

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APPENDIX 5 – SAMPLE OF DRUG USE REVIEW NOMINATION PACKAGE

The nominations packet consists of the following 4 files:

Memo to (Insert Name)
Board recommendation letter
Justification for reappointment, and
Biographical Information Form - Questionnaire and instructions.

Date: XXXXXXXX

To:

From: (Insert Name)
Division of Pharmacy Services

Subject: Drug Utilization Review Board Nominations

Attached for your review are (xxx) recommendations for appointments to serve on the Drug Utilization Review Board. These nominations are made after careful review by appropriate pharmacy Departmental staff and Health Information Designs.

(Insert Name), (new appointment to replace (Insert Name) whose second term ends XXXXXXX)

(Insert Name) (completes a term ending XXXXXX, re-nomination for a second three-year term)

All nominees are qualified candidates with professional expertise in areas of high concern to the Maryland Medicaid Pharmacy Program.

Included for your review are original Maryland State DUR Board Biographical Information Forms, DUR Board Questionnaires, Prospective Board and Commission Members Questionnaires and the State Ethics Commission Appointee Exemption Disclosure Forms for the candidates.

These recommendations, if accepted, will satisfy State of Maryland and federal regulations regarding DUR board committee membership.

If you need additional information or have any questions, please call me at extension 75369.

Thank you for your assistance in this matter.

Date:

(Insert Name)
Maryland Department of Health and Mental Hygiene
Division of Pharmacy Services
201 West Preston St., Room 408
Baltimore, MD 21201

Dear (Insert Name),

The following is a recommendation for a new pharmacist appointment and one pharmacist reappointment for members to serve on the State of Maryland Drug Use Review (DUR) Board.

The new member we are recommending is (Insert Name). (Insert Name) is a pharmacist who resides in Baltimore County and is currently the owner and pharmacist in charge at (Insert pharmacy Name) located in (Insert Name of Town). (Insert pharmacy Name) provides pharmacy services to a large Medical Assistance population. (Insert Name) would replace a current DUR Board pharmacist member whose second three-year term expires XXXXXXX.

Recruiting was performed to identify a pharmacist to serve on the DUR Board. In addition to placing a notice in the Maryland Register, referrals were obtained from current DUR Board members and Department of Health and Mental Hygiene employees. Three potential candidates were interviewed via telephone. Unfortunately, only one candidate completed the application process and applied for the position. The applicant meets the minimum criteria for serving on the DUR Board [expertise in (1) the clinically appropriate prescribing of outpatient drugs; (2) drug use review, evaluation, and intervention; and (3) medical quality assurance].

We recommend (Insert Name) for the pharmacist position on the DUR Board. In reviewing his application we noted that he has extensive experience in providing pharmacy services to the Medical Assistance population. (Insert Name) is also on the Board of Directors for the Maryland Pharmacists Association. In our opinion, he would be very well suited for the DUR Board position. (Insert Name) has expressed a strong desire to participate in the drug utilization review process in an effort to improve medication use in the Medical Assistance population.

We also recommend that (Insert Name) be reappointed to a second three-year term.
(Insert Name) is currently the Chairperson of the DUR Board. He is knowledgeable in areas concerning pharmacy regulations and has sound clinical skills as well. He provides constructive comments during meetings and as Chairperson facilitates discussion with other DUR Board members and insures that all agenda items are completely reviewed during each meeting.

If these recommendations are accepted, the current DUR Board make-up will include five pharmacists and four physicians, which is in compliance with federal guidelines.

Sincerely,

Contributions to the Maryland Medicaid Drug Utilization Review Board
Justification for Reappointment

(Insert Name)

(Insert Name) has been a member of the Drug Use Review (DUR) Board for the past three years. (Insert Name) has attended all scheduled meetings since his term began in (Insert MM/YY). He has extensive experience in the retail pharmacy setting with one of the area's largest chain drug stores and currently practices at the (Insert Pharmacy Name). (Insert Name) is currently the Chairperson of the DUR Board and has also contributed to the quarterly pharmacy provider newsletter. (Insert Name) is knowledgeable in areas concerning pharmacy regulations and has sound clinical skills as well. (Insert Name) provides constructive comments during meetings and as Chairperson facilitates discussion with other DUR Board members and insures that all agenda items are completely reviewed during each meeting. The Division of Pharmacy Services strongly recommends his nomination for a second term on the DUR Board and to continue as the Chairperson for the Board.

OFFICE OF THE GOVERNOR
REQUEST FOR APPOINTMENT CONSIDERATION
BIOGRAPHICAL INFORMATION FORM

Please state below, the board or commission or general subject area in which you have an interest:

Application for:	□ New Appointment		□ Reappointment		
Name:					
Date of Birth:		□ US Citizen	□ Registered Voter	MD resident since _____	
Rac		Gender:		(Ethnic/gender data is solely to assure diversity in representation)	
Home Address:					
City:		State:		Zip:	
Resident County:					
MD Legislative District:		MD Congressional District:		Council or Commission District:	
If you have resided at this address for less than 3 years, please provide your previous address:					
Occupation:					
Employer:					
Work Address:					
City:		State:		Zip:	
Phones	(Office):		(Home):		
	(Cell):		(Fax):		
Email Address:					
Sponsoring Organization (If Any):	_____				
Have you ever been a party (plaintiff or petitioner/defendant or respondent) to any civil, criminal, juvenile or administrative proceeding?					
□	□ Yes (Specify):				
Do you hold a Maryland license to practice a profession or trade?		□	Yes	□	No
If yes, specify License:					
Have you ever had a license to practice a profession or trade, whether held in Maryland or another state, revoked or suspended?					
□ No	□ Yes (Specify):				
Are you a member, officer or director of any organization?		□	Yes	□	No

Specify Organization or Activity:	

If so, are you engaged in any lobbying activities for that organization?					
		□	Yes	□	No
Are you a paid lobbyist for any organization?					
		□	Yes	□	No
If so, please specify the organization:					
Do you hold, or have you held in the past, an elected or appointed office within Federal, State or nent, or a political party?		□	Yes	□	No
Specify Office:					
Specify Dates:					

Have you filed all Federal and State tax returns that are now due or overdue and are all payments thereupon up to date?

□

Yes

□

No

□ Yes	□ No (Explain):	
Have Federal, State or local authorities ever instituted a lien or other collection procedures against you?		
□ No	□ Yes (Explain):	

List the names, business addresses, and business telephone numbers of at least 2 individuals who are familiar with your professional and who have known you for more than the last five years:

1.

2.

Please attach a resume that includes information concerning your academic background, work experience and professional, political and ation affiliations. If a resume is not available, please supply requested information in spaces provided below.

ACADEMIC BACKGROUND:

WORK EXPERIENCE:

ORGANIZATIONAL AFFILIATIONS:

I certify that, to the best of my knowledge and belief, all the information contained in and attached to this questionnaire is true, correct and complete. I understand and agree that I am required to notify the Office of the Governor in writing if any of the information contained in or attached to this questionnaire changes.

Signature of applicant: _____ Date: _____

Completed forms may be returned to:
Maryland Medicaid Pharmacy Program 201 W Preston St. Room 407 Baltimore MD 21201
Phone: (410) 767-1749 Fax: (410) 333-5398 Email: gina.homer@maryland.gov

APPENDIX 6 – MEDICAID DUR ANNUAL REPORT

OMB approved # 0938-0659

MEDICAID DRUG UTILIZATION REVIEW ANNUAL REPORT

FEDERAL FISCAL YEAR _____

Section 1927 (g) (3) (D) of the Social Security Act (the Act) requires each State to submit an annual report on the operation of its Medicaid Drug Utilization Review (DUR) program. Such reports are to include: descriptions of the nature and scope of the prospective and retrospective DUR programs; a summary of the interventions used in retrospective DUR and an assessment of the education program; a description of DUR Board activities; and an assessment of the DUR program's impact on quality of care as well as any cost savings generated by the program.

This report covers the period October 1, _____to September 30,_____and is **due for submission to CMS Central Office by no later than June 30,_____. Answering the attached questions and returning the requested materials as attachments to the report will constitute compliance with the above- mentioned statutory requirement**

If you have any questions regarding the DUR Annual Report, please contact CMS: DURPolicy@cms.hhs.gov.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid O.M.B. control number. The valid O.M.B. control number for this information collection is 0938-0659. The time required to complete this information collection is estimated to average 32 hours per response, including the time to review instructions, search existing data resources, gather the data needed, and complete and review the information collection. If you have comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to: CMS, 7500 Security Boulevard, Attn: Paperwork Reduction Act Reports Clearance Officer, Mail Stop C4-26-05, Baltimore, Maryland 21244-1850.

1

CMS-R-153 (06/2019)

MEDICAID DRUG UTILIZATION REVIEW ANNUAL REPORT
FEDERAL FISCAL YEAR _____

I. DEMOGRAPHIC INFORMATION

State Name Abbreviation

_____

Medicaid Agency Information

Identify State person responsible for DUR Annual Report Preparation.

Name: _____

Email Address: _____

Area Code/Phone Number: _____

II. PROSPECTIVE DUR (ProDUR)

Identify by name and indicate the type of your pharmacy POS vendor – (contractor, state-operated other).

_____

1. If not state-operated, is the POS vendor also the MMIS fiscal agent?

   ☐ Yes ☐ No

2. Identify prospective DUR criteria source.

   ☐ First Data Bank ☐ Medi-Span ☐ Other

   If the answer above is "Other," please specify.

   _____

3. Are new prospective DUR criteria approved by the DUR Board?

   ☐ Yes ☐ No

If answer above is "No," please explain.

_____

_____

4. When the pharmacist receives a ProDUR alert message that requires a pharmacist's review, does your system allow the pharmacist to override the alert using the "conflict, intervention and outcome" codes?

☐ Yes ☐ No

5. How often do you receive and review periodic reports providing individual pharmacy provider activity in summary and in detail?

☐ Monthly ☐ Quarterly ☐ Annually ☐ Never

a) If the answer above is "Never," please explain why you do not receive and review the reports.

_____

_____

b) If you receive reports, do you follow-up with those providers who routinely override with interventions?

☐ Yes ☐ No

c) If the answer to (b) above is "Yes," by what method do you follow-up?

☐ Contact Pharmacy
☐ Refer to Program Integrity for Review
☐ Other, please explain.

_____

_____

d) If the answer to (b) above is "No," please explain why you do not follow-up with providers.

_____

6. Early Refill:

   a) At what percent threshold do you set your system to edit?

      Non-controlled drugs: _____%

      Controlled drugs: _____%

   b) When an early refill message occurs, does the state require prior authorization?

      Non-controlled drugs: ☐ Yes ☐ No

      Controlled drugs: ☐ Yes ☐ No

   c) For non-controlled drugs, if the answer to (b) above is "Yes," who obtains authorization?

      ☐ Pharmacist ☐ Prescriber ☐ Either

   d) For controlled drugs, if the answer to (b) above is "Yes," who obtains authorization?

      ☐ Pharmacist ☐ Prescriber ☐ Either

   e) For non-controlled drugs, if the answer to (b) above is "No," can the pharmacist override at the point of service?

      ☐ Yes ☐ No

   f) For controlled drugs, if the answer to (b) above is "No," can the pharmacist override at the point of service?

      ☐ Yes ☐ No

7. When the pharmacist receives an early refill DUR alert message that requires the Pharmacist's review, does your state's policy allow the pharmacist to override for situations such as:
   a) Lost/stolen Rx ☐ Yes ☐ No
   b) Vacation ☐ Yes ☐ No
   c) Other, please explain.

8. Does your system have an accumulation edit to prevent patients from continuously filling prescriptions early?

   ☐ Yes ☐ No

   a) If "Yes," please explain your edit.

   _____

   _____

   b) If "No," do you plan to implement this edit?

      ☐ Yes ☐ No

9. Does the state or the state's Board of Pharmacy have any policy prohibiting the auto-refill process that occurs at the POS?

   ☐ Yes ☐ No

10. Has the state provided the DUR data requested on Table 1 – Top Drug Claims Data Reviewed by the DUR Board?

    ☐ Yes ☐ No

11. Section 1927(g)(A) of the Social Security Act requires that the pharmacist offer patient counseling at the time of dispensing. Who in your state has responsibility for monitoring compliance with the oral counseling requirement? Check all that apply:

    a) ☐ Medicaid agency
    b) ☐ State Board of Pharmacy
    c) ☐ Other, please explain.

    _____

    _____

12. Has the state included **Attachment 1 – Pharmacy Oral Counseling Compliance Report** a report on state efforts to monitor pharmacy compliance with the oral counseling requirement?

    ☐ Yes ☐ No

III. RETROSPECTIVE DUR (RetroDUR)

1. Identify, by name and type, the vendor that performed your RetroDUR activities during the time period covered by this report (company, academic institution, or other organization).

_____

a) Is the RetroDUR vendor also the Medicaid fiscal agent?

☐ Yes ☐ No

b) Is the RetroDUR vendor also the developer/supplier of your retrospective DUR criteria?

☐ Yes ☐ No

If "No," please explain.

_____

_____

2. Does the DUR Board approve the RetroDUR criteria?

☐ Yes ☐ No

If "No," please explain.

_____

_____

3. Has the state included **Attachment 2 – Retrospective DUR Educational Outreach Summary**, a year end summary of the Top 10 problem types for which educational interventions were taken?

☐ Yes ☐ No

IV. DUR BOARD ACTIVITY

1. State is including a brief summary of DUR Board activities and meeting minutes during the time period covered by this report as **Attachment 3 - Summary of DUR Board Activities.**

☐ Yes ☐ No

2. Does your state have a Disease Management Program?

☐ Yes ☐ No

a) If "Yes," have you performed an analysis of the program's effectiveness?

☐ Yes ☐ No

b) If the answer to (a) above is "Yes," please provide a brief summary of your findings:

_____

_____

c) If the answer to (number 2) above is "Yes," is your DUR Board involved with this program?

☐ Yes ☐ No

3. Does your state have an approved CMS Medication Therapy Management Program?

☐ Yes ☐ No

a) If "Yes," have you performed an analysis of the program's effectiveness?

☐ Yes ☐ No

b) If the answer to (a) above is "Yes," please provide a brief summary of your findings.

_____

c) If the answer to (number 3) above is "Yes," is your DUR Board involved with this program?

☐ Yes ☐ No

d) If the answer to (number 3) above is "No," are you planning to develop and implement a program?

☐ Yes ☐ No

V. PHYSICIAN ADMINISTERED DRUGS

The Deficit Reduction Act required collection of NDC numbers for covered outpatient physician administered drugs. These drugs are paid through the physician and hospital programs. Has your MMIS been designed to incorporate this data into your DUR criteria for:

1. ProDUR?

☐ Yes ☐ No

If "No," do you have a plan to include this information in your DUR criteria in the future?

☐ Yes ☐ No

2. RetroDUR?

☐ Yes ☐ No

If "No," do you have a plan to include this information in your DUR criteria in the future?

☐ Yes ☐ No

VI. GENERIC POLICY AND UTILIZATION DATA

1. State is including a description of policies that may affect generic utilization percentage as **Attachment 4 - Generic Drug Substitution Policies**.

☐ Yes ☐ No

2. In addition to the requirement that the prescriber write in his own handwriting "Brand Medically Necessary" for a brand name drug to be dispensed in lieu of the generic equivalent, does your state have a more restrictive requirement?

☐ Yes ☐ No

If "Yes," check all that apply:

a) ☐ Require that a MedWatch Form be submitted
b) ☐ Require medical reason for override accompany prescriptions
c) ☐ Prior authorization is required
d) ☐ Other, please explain.

3. Indicate the generic utilization percentage for all covered outpatient drugs paid during this reporting period, using the computation instructions in **Table 2 - Generic Utilization Data**

   Number of Generic Claims _____

   Total Number of Claims _____

   Generic Utilization Percentage _____

4. Indicate the percentage dollars paid for generic covered outpatient drugs in relation to all covered outpatient drug claims paid during this reporting period using the computation instructions in **Table 2 - Generic Utilization Data**

   Generic Dollars: _____

   Total Dollars: _____

   Generic Expenditure Percentage: _____

VII. PROGRAM EVALUATION / COST SAVINGS/COST AVOIDANCE

1. Did your state conduct a DUR program evaluation of the estimated cost savings/cost avoidance?

   ☐ Yes ☐ No

2. Who conducted your program evaluation for the cost savings estimate/cost avoidance? (company, academic institution, other institution) (name)

3. Please provide your ProDUR and RetroDUR program cost savings/cost avoidance in the chart below.

ProDUR Total Estimated Avoided Costs	
RetroDUR Total Estimated Avoided Costs	
Other cost avoidance	
Grand Total estimated Avoided Costs	

4. Please provide the estimated percent impact of your state's cost savings/cost avoidance program compared to total drug expenditures for covered outpatient drugs.

Use the following formula:

Divide the estimated Grand Total Estimated Avoided Costs from Question 3 above by the total dollar amount provided in Section VI, Question 4. Then multiply this number by 100.

Grand Estimated Net Savings Amount ÷ Total Dollar Amount × 100 = _____%

5. State has provided the Medicaid Cost Savings/Cost Avoidance Evaluation as **Attachment 5 – Cost Savings/Cost Avoidance Methodology.**

☐ Yes ☐ No

VIII. FRAUD, WASTE, AND ABUSE DETECTION

A. LOCK-IN or PATIENT REVIEW AND RESTRICTIVE PROGRAMS

1. Do you have a documented process in place that identifies potential fraud or abuse of controlled drugs by **beneficiaries**?

☐ Yes ☐ No

If "Yes," what actions does this process initiate? Check all that apply.

a) ☐ Deny claims and require prior authorization
b) ☐ Refer to Lock In Program
c) ☐ Refer to Program Integrity Unit
d) ☐ Other (e.g. SURS, Office of Inspector General), please explain.

_____

_____

2. Do you have a "lock-in" program for beneficiaries with potential misuse or abuse of controlled substances?

☐ Yes ☐ No

If "Yes," what criteria does your state use to identify candidates for lock-in? Check all that apply.

☐ Number of controlled substances (CS)
☐ Different prescribers of CS

- ☐ Multiple pharmacies
- ☐ Number days' supply of CS
- ☐ Exclusivity of short acting opioids
- ☐ Multiple ER visits
- ☐ Other

If "Yes," do you restrict the beneficiary to:

i.	a prescriber only	☐	Yes	☐	No
ii.	a pharmacy only	☐	Yes	☐	No
iii.	a prescriber and pharmacy	☐	Yes	☐	No

What is the usual "lock-in" time period?

- ☐ 6 months
- ☐ 12 months
- ☐ Other, please explain.

_____

_____

3. On the average, what percentage of the FFS population is in lock-in status annually?

   _____%

4. Please provide an estimate of the savings attributed to the lock-in program for the fiscal year under review.

   $_____

5. Do you have a documented process in place that identifies possible fraud or abuse of controlled drugs by **prescribers**?

   ☐ Yes ☐ No

   If "Yes," what actions does this process initiate? Check all that apply.

   a) ☐ Deny claims written by this prescriber
   b) ☐ Refer to Program Integrity Unit
   c) ☐ Refer to the appropriate Medical Board
   d) ☐ Other, please explain.

_____

6. Do you have a documented process in place that identifies potential fraud or abuse of controlled drugs by **pharmacy providers**?

☐ Yes ☐ No

If "Yes," what actions does this process initiate? Check all that apply

a) ☐ Deny claim
b) ☐ Refer to Program Integrity Unit
c) ☐ Refer to Board of Pharmacy
d) ☐ Other, please explain:

7. Do you have a documented process in place that identifies potential fraud or abuse of non-controlled drugs by **beneficiaries**?

☐ Yes ☐ No

If "Yes," please explain your program for fraud, waste, or abuse of non-controlled substances.

B. PRESCRIPTION DRUG MONITORING PROGRAM (PDMP)

1. Does your state have a Prescription Drug Monitoring Program (PDMP)?

☐ Yes ☐ No

a) If the answer above is "Yes," does your agency have the ability to query the state's PDMP database?

☐ Yes ☐ No

b) If the answer to (number 1) above is "Yes," do you require prescribers (in your provider agreement with the agency) to access the PDMP patient history before prescribing restricted

substances?

☐ Yes ☐ No

c) If the answer to (number 1) above is "Yes," please explain how the state applies this information to control fraud and abuse.

_____

_____

d) If the answer to (number 1) above is "Yes," do you also have access to border states' PDMP information?

☐ Yes ☐ No

2. Are there barriers that hinder the agency from fully accessing the PDMP that prevent the program from being utilized the way it was intended to be to curb abuse?

☐ Yes ☐ No

If "Yes," please explain the barriers (e.g. lag time in prescription data being submitted, prescribers not accessing, pharmacists unable to view prescription history before filling script)

_____

_____

3. Have you had any changes to your state's Prescription Drug Monitoring Program during this reporting period that have improved the agency's ability to access PDMP data?

☐ Yes ☐ No

If "Yes," please explain.

_____

_____

C. PAIN MANAGEMENT CONTROLS

1. Does your state or your agency require that Pain Management providers be certified?

☐ Yes ☐ No

2 Does your program obtain the DEA Active Controlled Substance Registrant's File in order to identify prescribers not authorized to prescribe controlled drugs?

☐ Yes ☐ No

a) If the answer above is "Yes," do you apply this DEA file to your ProDUR POS edits to prevent unauthorized prescribing?

☐ Yes ☐ No

b) If the answer to (a) above is "Yes," please explain how the information is applied

_____

_____

c) If the answer to (a) above is "No," do you plan to obtain the DEA Active Controlled Substance Registrant's file and apply it to your POS edits?

☐ Yes ☐ No

3. Do you apply this DEA file to your RetroDUR reviews?

☐ Yes ☐ No

If "Yes," please explain how it is applied.

_____

_____

4. Do you have measures in place to either monitor or manage the prescribing of methadone for pain management?

☐ Yes ☐ No ☐ Other

If "Yes," please check all that apply.

☐ Pharmacist override
☐ Deny claim and require PA
☐ Quantity limits
☐ Intervention letters
☐ Morphine equivalent daily dose program
☐ Step therapy or Clinical criteria

If "No" or "Other," please explain what you do in lieu of the above or why you do not have measures in place to either manage or monitor the prescribing of methadone for pain management.

_____

_____

D. OPIOIDS

1. Do you currently have POS edits in place to limit the quantity of short-acting opioids?

☐ Yes ☐ No

a) If "Yes," what is your maximum daily limit in terms of number of units (i.e. tablets, capsules)?

_____units/day

b) If "Yes," what is your maximum days supply per prescription limitation?

☐ 30 day supply
☐ 90 day supply
☐ Other, please explain.

_____

_____

2. Do you currently have POS edits in place to limit the quantity of long-acting opioids?

☐ Yes ☐ No

a) If "Yes," what is your maximum daily limit in terms of number of units (i.e. tablets, capsules)?

☐ 2 units/day
☐ 3 units/day

b) If "Yes," what is your maximum days supply per prescription limitation?

☐ 30 day supply
☐ 90 day supply

☐ Other, please explain

_____

_____

3. Do you currently have edits in place to monitor opioids and benzodiazepines being used concurrently?

☐ Yes ☐ No

If "Yes," please explain.

_____

_____

E. MORPHINE EQUIVALENT DAILY DOSE (MEDD)

1. Have you set recommended maximum morphine equivalent daily dose measures?

☐ Yes ☐ No

If "Yes," what is your maximum morphine equivalent daily dose limit in milligrams?

_____mg per day

If "No," please explain the measure or program you utilize.

_____

_____

2. Do you provide information to your prescribers on how to calculate the morphine equivalent daily dosage?

☐ Yes ☐ No

If "Yes," how is the information disseminated?

☐ Website
☐ Provider notice
☐ Educational seminar
☐ Other, please explain.

3. Do you have an algorithm in your POS system that alerts the pharmacy provider that the morphine equivalent daily dose prescribed has been exceeded?

☐ Yes ☐ No

F. BUPRENORPHINE and BUPRENORPHINE/NALOXONE COMBINATIONS

1. Does your agency set total mg per day limits on the use of buprenorphine and buprenorphine/naloxone combination drugs?

☐ Yes ☐ No

If "Yes," please specify the total mg/day.

☐ 12mg
☐ 16 mg
☐ 24 mg
☐ Other, please explain

2. What are your limitations on the allowable length of this treatment?

☐ 6 months
☐ 12 months
☐ No limit
☐ Other, please explain.

3. Do you require that the maximum mg per day allowable be reduced after a set period of time?

☐ Yes ☐ No

a) If "Yes," what is your reduced (maintenance) dosage?

- ☐ 8mg
- ☐ 12mg
- ☐ 16mg
- ☐ Other, please explain.

_____

_____

b) If "Yes," what are your limitations on the allowable length of the reduced dosage treatment?

- ☐ 6 months
- ☐ 12 months
- ☐ No limit
- ☐ Other, please explain.

_____

_____

4. Do you have at least one preferred buprenorphine/naloxone combination product available on your PDL?

   ☐ Yes ☐ No

5. Do you currently have edits in place to monitor opioids being used concurrently with any buprenorphine drug?

   ☐ Yes ☐ No

   If "Yes," can the POS pharmacist override the edit?

   ☐ Yes ☐ No

G. ANTIPSYCHOTICS /STIMULANTS

ANTIPSYCHOTICS

1. Do you have a documented program in place to either manage or monitor the appropriate use of antipsychotic drugs in children?

   ☐ Yes ☐ No

If "Yes," do you either manage or monitor:

☐ Only children in foster care
☐ All children
☐ Other, please explain

_____

_____

If "Yes," do you have edits in place to monitor:

☐ Child's Age ☐ Dosage ☐ Polypharmacy

Please briefly explain the specifics of your antipsychotic monitoring program(s).

_____

_____

If you do not have an antipsychotic monitoring program in place, do you plan on implementing a program in the future?

☐ Yes ☐ No

If "No," please explain why you will not be implementing a program to monitor the appropriate use of antipsychotic drugs in children.

_____

_____

STIMULANTS

2. Do you have any documented restrictions or special program in place to monitor, manage, or control the use of stimulants?

☐ Yes ☐ No

If "Yes," is your program limited to:

☐ Children
☐ Adults

☐ Both

Please briefly explain your program.

_____

_____

IX. INNOVATIVE PRACTICES

Have you developed any innovative practices during the past year which you have included in **Attachment 6 - Innovative Practices** (e.g. Hepatitis C, Cystic Fibrosis, MEDD, Value Based Purchasing)?

☐ Yes ☐ No

X. E-PRESCRIBING

1. Does your MMIS or pharmacy vendor have a portal to electronically provide patient drug history data and pharmacy coverage limitations to a prescriber prior to prescribing upon inquiry?

   ☐ Yes ☐ No

   a) If "Yes," do you have a methodology to evaluate the effectiveness of providing drug information and medication history prior to prescribing?
   ☐ Yes ☐ No

   b) If "Yes," please explain the evaluation methodology in **Attachment 7 – E-Prescribing Activity Summary.**

   c) If the answer to (number 1) above is "No," are you planning to develop this capability?

   ☐ Yes ☐ No

2. Does your system use the NCPDP Origin Code that indicates the prescription source?

   ☐ Yes ☐ No

XI. MANAGED CARE ORGANIZATIONS (MCOs)

1. Does your state have MCOs?

   ☐ Yes ☐ No

   If "No," please skip the rest of this section.

2. Is your pharmacy program included in the capitation rate (carved in)?

   ☐ Yes ☐ No ☐ Partial

   If "partial," please specify the drug categories that are carved out.

   _____

   _____

3. Does the state set requirements for the MCO's pharmacy benefit (e.g. same PDL, same ProDUR/RetroDUR)?

   ☐ Yes ☐ No

   If "Yes," please check all requirements that apply below:

   ☐ Formulary Reviews ☐ Same PDL ☐ Same ProDUR ☐ Same RetroDUR

   If "Yes," please briefly explain your policy.

   _____

   _____

   If "No," do you plan to set standards in the future?

   ☐ Yes ☐ No

4. Does the state require the MCOs to report their DUR activities?

   ☐ Yes ☐ No

   If "Yes," please explain your review process.

   _____

If "No," do you plan to develop a program to have MCOs report their DUR activities in the future?

☐ Yes ☐ No

If "No," please explain.

5. Does all of the Medicaid MCOs in your state have a targeted intervention program (i.e. CMC/Lock In) for the misuse or abuse of controlled substances?

☐ Yes ☐ No

If "No," please explain.

XII. EXECUTIVE SUMMARY - Attachment 8 – Executive Summary

MEDICAID DRUG UTILIZATION REVIEW ANNUAL REPORT

INSTRUCTIONS: Nomenclature Format for Attachments

States: Please use this standardized format for naming attachments.

ATT#-FFY- State Abbrev-Abbreviated Report name (NO SPACES!) Example for Arizona: (each state should insert their 2 letter state code) Attachments:

ATT1-201_-AZ-POCCR	(Pharmacy Oral Counseling Compliance Report)
ATT2-201_-AZ-REOS	(RetroDUR Educational Outreach Summary)
ATT3-201_-AZ-SDBA	(Summary of DUR BD Activities)
ATT4-201_-AZ-GDSP	(Generic Drug Substitution Policies)
ATT5-201_-AZ-CSCAM	(Cost Savings/Cost Avoidance Methodology)
ATT6-201_-AZ-IPN	(Innovative Practices Narrative)
ATT7-201_-AZ-EAS	(E-Prescribing Activity Summary)
ATT8-201_-AZ-ES	(Executive Summary)

I. EXPLANATION FOR ATTACHMENTS AND TABLES

ATTACHMENT 1 – PHARMACY ORAL COUNSELING COMPLIANCE REPORT

This attachment reports the monitoring of pharmacy compliance with **all prospective DUR** requirements performed by the State Medicaid Agency, the State Board of Pharmacy, or other entity responsible for monitoring pharmacy activities. If the State Medicaid Agency itself monitors compliance with these requirements, it may provide a survey of a random sample of pharmacies with regard to compliance with the Omnibus Budget Reduction Act (OBRA) of 1990 prospective DUR requirement. This report details state efforts to monitor pharmacy compliance with the oral counseling requirement. This attachment should describe in detail the monitoring efforts that were performed and how effective these efforts were in the fiscal year reported.

ATTACHMENT 2 – RETROSPECTIVE EDUCATIONAL OUTREACH SUMMARY

This is a year-end summary report on RetroDUR screening and educational interventions. The year-end summary reports should be limited to the **TOP 10** problems with the largest number of exceptions. The results of RetroDUR screening and interventions should be included.

ATTACHMENT 3 – SUMMARY OF DUR BOARD ACTIVITIES

This summary should be a brief descriptive report on DUR Board activities during the fiscal year reported. This summary should:

- Indicate the number of DUR Board meetings held.
- List additions/deletions to DUR Board approved criteria.
    a) For prospective DUR, list problem type/drug combinations added or deleted.
    b) For retrospective DUR, list therapeutic categories added or deleted.
- Describe Board policies that establish whether and how results of prospective DUR screening are used to adjust retrospective DUR screens. Also, describe policies that establish whether and how results of retrospective DUR screening are used to adjust prospective DUR screens.

- Describe DUR Board involvement in the DUR education program (e.g., newsletters, continuing education, etc.). Also, describe policies adopted to determine mix of patient or provider specific intervention types (e.g., letters, face-to-face visits, increased monitoring).

ATTACHMENT 4 – GENERIC DRUG SUBSTITUTION POLICIES

Please report any factors that could affect your generic utilization percentage and include any relevant documentation.

ATTACHMENT 5 – COST SAVINGS/COST AVOIDANCE METHODOLOGY

Include copy of program evaluations/cost savings estimates prepared by state or contractor noting methodology used.

ATTACHMENT 6 – INNOVATIVE PRACTICES

Please describe in detailed narrative form any innovative practices that you believe have improved the administration of your DUR program, the appropriateness of prescription drug use and/or have helped to control costs (e.g., disease management, academic detailing, automated prior authorizations, continuing education programs).

ATTACHMENT 7 – E-PRESCRIBING ACTIVITY SUMMARY

Please describe all development and implementation plans/accomplishments in the area of e- prescribing. Include any evaluation of the effectiveness of this technology (e.g., number of prescribers e-prescribing, percent e-prescriptions to total prescriptions, relative cost savings).

ATTACHMENT 8 – EXECUTIVE SUMMARY

TABLE 1 – TOP DRUG CLAIMS DATA REVIEWED BY THE DUR BOARD

List the requested data in each category in the chart below.
Column 1- Top 10 Prior Authorization (PA) Requests by Drug Name
Column 2- Top 10 PA Requests by Drug Class
Column 3- Top 5 Claim Denial Reasons other than eligibility (i.e. Quantity Limits, Early Refill, PA, Therapeutic Duplications, Age Edits)
Column 4- Top 10 Drug Names by Amount Paid
Column 5- From Data in column 4, Determine the Percentage of Total Drug Spend
Column 6- Top 10 Drug Names by Claim Count
Column 7- From Data in Column 6, Determine the Percentage of Total Claims

Top 10 PA Requests By Drug Name	Top 10 PA Requests By Drug Class	Top 5 Claim Denial Reasons (i.e. QL, Early Refill, PA, Duplication)	Top 10 Drug Names by Amount Paid	% of Total Spent for Drugs by Amount Paid	Top 10 Drug Names by Claim Count	Drugs By Claim Count % of Total Claims
		XXXXXXXXXXX				
		XXXXXXXXXXX				
		XXXXXXXXXXX				
		XXXXXXXXXXX				
		XXXXXXXXXXX				

TABLE 2 – GENERIC UTILIZATION DATA

Please provide the following utilization data for this DUR reporting period for all covered outpatient drugs paid. Exclude Third Party Liability. (COMPLETE TABLE 2)

Computation Instructions:

KEY:

Single-Source (S) - Drugs having an FDA New Drug Application (NDA), and there are no generic alternatives available on the market.

Non-Innovator Multiple-Source (N) - Drugs that have an FDA Abbreviated New Drug Application (ANDA), and there exists generic alternatives on the market.

Innovator Multiple-Source (I) - Drugs which have an NDA and no longer have patent exclusivity.

1. Generic Utilization Percentage: To determine the generic utilization percentage of all covered outpatient drugs paid during this reporting period, use the following formula:

$$N \div (S + N + I) \times 100 = \text{Generic Utilization Percentage}$$

2. Generic Expenditures Percentage of Total Drug Expenditures: To determine the generic expenditure percentage (rounded to the nearest $1000) for all covered outpatient drugs for this reporting period use the following formula:

$$\$N \div (\$S + \$N + \$I) \times 100 = \text{Generic Expenditure Percentage}$$

TABLE 2: GENERIC DRUG UTILIZATION

	Single Source (S) Drugs	Non-Innovator (N) Drugs	Innovator Multi-Source (I) Drugs
Total Number of Claims			
Total Reimbursement Amount Less Co-Pay			

CMS has developed an extract file from the Medicaid Drug Rebate Program Drug Product Data File identifying each NDC along with sourcing status of each drug: S, N, or I (see Key below). This file will be made available from CMS to facilitate consistent reporting across States with this data request.

APPENDIX 7 – MARYLAND MEDICAID MENTAL HEALTH, SUBSTANCE USE DISORDER, HIV/AIDS CARVE-OUT LIST

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 Participants 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 Participants 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

APPENDIX 8 – SAMPLE NEWSLETTER WITH PREFERRED DRUG LIST

Link to the web site for News & Views is below.

http://www.marylandmedicaidpharmacyinformation.com/Newsletter%20pdfs/Pharmacy%20News%202017-07.pdf

APPENDIX 9 – SPECIFICATIONS FOR ONLINE FORMULARY HOSTING SERVICES

The Contractor shall provide the following services:

1. Mapping and hosting of one (1) Maryland Department of Health and Mental Hygiene drug list integrated with Online Formulary Hosting Services Rx that that can be accessed on the Online Formulary Hosting Services website by an unlimited number of physicians and other healthcare professionals to download to their handheld device for free and view on the Online Formulary Hosting Services Rx Online™ Internet offering.
3. Distribution of up to one (1) drug list update per week for each formulary over the Internet to handheld computers and desktop computers with the Online Formulary Hosting Services software.
4. Client ability to download to a "Printer Friendly Version" with the up-to-date drug list content in a Microsoft Excel file.
5. Quarterly reports with aggregate utilization data on the formulary application.
    a. Number of users downloading the drug list
    b. Breakdown of Maryland Department of Health and Mental Hygiene users by medical occupation
    c. Average number of times users access the drug list during the current period
6. Notify availability of drug list to all users via e-mail and monthly newsletter.
7. Marketing and training/tutorial materials (electronic templates with artwork, newsletter articles, presentations, flyers, etc) for the purpose of enhancing adoption of the Online Formulary Hosting Services applications and drug lists within your provider network.
8. Customer and technical support for physician and other end-users.
9. Customized content for pop-up detail boxes. Include customized content for pop-up detail boxes as desired (e.g. criteria for prior authorization, quantity limits, clinical guidelines, age restrictions).
10. Updates. Allocate approximately one to two hours of a clinical resource to update the drug list information through the Online loading tool (No Information Technology resources are required)

APPENDIX 10 – CORRECTIVE MANAGED CARE PROGRAM PHARMACIST

PURPOSE: To establish and maintain an on-site Corrective Managed Care Program (Participant lock-in program) for Maryland Pharmacy Program's Fee-for-Service Participants at 201 W. Preston Street, Baltimore, Maryland. The Contractor will ensure compliance with applicable laws and regulations, and quality of healthcare, while reducing waste and abuse of services. This position will also complete special assignments including drug use review projects, claims data analyses and granting pre-authorizations.

JOB DUTIES:

- Establish and maintain a Corrective Managed Care Program (Participant lock-in program) for Maryland Pharmacy Programs Fee-For-Service Participants. Prepare necessary documentation requirements and procedures. Recommend changes in operational policies if appropriate.
- Review cases of aberrant patient profiles each calendar monthly/quarterly. Prioritize cases and prepare necessary logs.
- Prepare and send intervention letters to the physicians and pharmacies of those Participants deemed to be problematic. Review profiles of these Participants three months later to see whether or not there is a change for the positive in drug use patterns.
- Prepare summaries of the most egregious uncorrected cases and present them to the Medicaid DUR Board for disposition recommendations.
- Prepare and send letters to inform Corrective Managed Care candidates that they must abide by the rules of the Corrective Managed Care program and to select a single primary care physician and one principal pharmacy.
- In the event the Participant appeals the decision, contact the Medicaid fraud and abuse control office and prepare the necessary paperwork to schedule proceedings with the Office of Hearings and Appeals. (It may be necessary to attend hearings along-side of Medicaid fraud and abuse control personnel)
- Secure agreements from selected physicians and pharmacies to participate in the Corrective Managed Care program as providers of services to each Corrective Managed Care Participant.
- Verify claims on-site at pharmacies and meet with providers concerning program policy and Participant Corrective Managed Care issues.
- Refer suspected fraud and alleged diversion cases to the Medicaid fraud and abuse control unit and provide assistance where needed.
- Prepare necessary paperwork for Corrective Managed Care proceedings and subsequent referrals
- Assist in preauthorizing restricted medications and participate in other clinical projects and assignments, including literature searches in response to technical questions.
- Attend and participate in meetings as requested by the supervising pharmacist. Examples include DUR Board meetings, Internal MDH meetings and meetings with physicians and pharmacists.
- Answer inquiries from Participants and providers concerning the Corrective Managed Care program and other aspects of the Medicaid Pharmacy Program.
- Assist and provide information to the Managed Care Organizations (MCO), when requested, with their individual Corrective Managed Care Programs.
- Complete special assignments such as: review of MCO drug use management programs; analysis of MCO formularies; analysis of Medicaid pharmacy claims data; cost savings analysis; and, development of prior authorization criteria.
- Serve as a conduit to the contractors Project Director/Clinical Pharmacist for the transfer of documents and information
- Maintain documentation for all assigned job duties including Corrective Managed Care logs, records of special assignments, drug use analysis, meeting activity summaries, periodic project status reports and other documentation.
- Other duties as assigned by the Department

APPENDIX 11 – CONNECT:DIRECT

CONNECT:DIRECT by Sterling Commerce is the supported connectivity standards for file exchange between Annapolis Data Center (ADC) and vendors of the State of Maryland.

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:Direct software the Contractor will need to purchase. Connect:Direct by Sterling Commerce is the supported connectivity standards for file exchange between ADC and vendors of the State of Maryland.

APPENDIX 12 – NUMBER OF FEE FOR SERVICE & ENCOUNTER DATA CLAIMS RECEIVED PER MONTH

The following is provided for informational purposes only and represents the claims (Pharmacy and Medical) from February 2016 through July 2016. The actual number of claims received each months varies.

Month	Fee-for-Service Medical claims count	Fee-for-Service Institutional claims count	Fee-for-Service Pharmacy claims count	MCO Medical Encounter claims count	MCO Institutional Encounter claims count	MCO Pharmacy Encounter claims count
February 2016	1,955,658	153,934	164,070	1,744,301	139,519	1,001,322
March 2016	2,600,535	186,847	908,535	2,078,665	153,934	842,754
April 2016	2,714,653	228,686	1,136,812	2,600,535	186,847	908,535
May 2016	2,558,478	213,862	907,836	2,714,653	228,686	1,136,812
June 2016	2,997,074	308,351	859,131	3,355,604	213,862	907,836
July 2016	2,353,875	165,513	1,048,734	2,760,487	286,025	859,131

APPENDIX 13 – SAMPLE OF MONTHLY STATUS REPORT

To: ------(*Clinical Division Chief)*-------
Division Chief of Clinical Pharmacy Services

Maryland Medicaid Pharmacy Program
Maryland Department of Health and Mental Hygiene (MDH)

Subject: Drug Use Review Analyses, Evaluation and Interventions for Maryland Medicaid

Participants,

Monthly Status Report — (*Month & Year)*

The following is a list of activities performed by ----(*Name Of Company*)---- in support of its role in providing assistance to the Maryland Medicaid Pharmacy Program (MMPP) in conducting retrospective drug
utilization reviews, corrective managed care (Lock-In) and evaluation of HealthChoice Managed Care Organization (MCO) drug use management programs.

1. Received and loaded fee-for-service and MCO encounter claims data for *(Month & Year).*

2. Evaluated claims data against criteria to screen for potential overutilization of controlled substances agents and selected patients for review and evaluation. This process occurs on a monthly basis with approximately 300 Participants being evaluated each month for potential overutilization of controlled substances as part of the Corrective Managed Care (Lock-In) Program. Intervention letters are mailed to Prescribers for selected Participants.

3. Identified patient on high doses of specific medications with recent FDA safety warnings. A total of 367 Participant drug history profiles were reviewed and educational intervention letters were mailed to Prescribers when appropriate.

4. Updates were made to the Online Formulary Hosting Services® drug formulary listing service for HealthChoice MCOs and the Maryland Medicaid Preferred Drug List (PDL).

5. Assisted the Department in responding to calls received from providers and Participants through the Maryland Medicaid help desk hotline.

6. Mailed the latest issue of the pharmacy newsletter.

7. Completed review of annual assessment survey responses from the MCOs and prepared a list of clarifications for each MCO.

8. Continued making plans for a live continuing education program discussing diabetes and hypercholesterolemia to be held at St. Agnes Hospital in September.

9. Attended the MMPP DUR Board meeting held on *(Date Of Meeting)* and coordinated the Corrective Managed Care meeting held on the same day prior to the DUR Board meeting.

10. Prepared action items that were generated as a result of the June DUR Board meeting.

11. Attended the CMS webinar to obtain information regarding the format and content of this year's annual CMS report which will be due in September.

12. Participated in the first New Drug Review and Clinical Criteria Development Committee. The Committee will develop a standardized way in which newly approved drugs will be evaluated as

they are incorporated on to the PDL.

13. Evaluated the responses to a needs assessment survey sent to top Prescribers asking them for input as to the format and content of an upcoming CE program discussing diabetes and coronary heart disease to be held in the fall of 2012 at St. Agnes Hospital.

14. As part of the Medicaid team, attended the CDS Integration Unit monthly meeting.

15. Worked with MMPP in an effort to improve responses to DUR intervention letters from chain pharmacies.

Sincerely,

----*(Name Of Project Director*--
----*(Name Of Company)*---, Inc.

APPENDIX 14A - SAMPLE OF QUARTERLY DRUG UTILIZATION AND EXPENDITURES REPORT

STATE OF MARYLAND
MDH

Program Summary

3 Month Assessment

Period Covered:

Rx Claims Cost:
Number Rx:

Total Participants:
Avg. Participants Per Month:
Avg Paid Per Member Over Period:
Avg. Paid Per Member Per Month:

Avg Paid Per Rx

3 Month Assessment

Period Covered:
Rx Claims Cost:
Number Rx:
Total Participants:
Avg. Participants Per Month:
Avg Paid Per Member Over Period:
Avg. Paid Per Member Per Month:
Avg Paid Per Rx

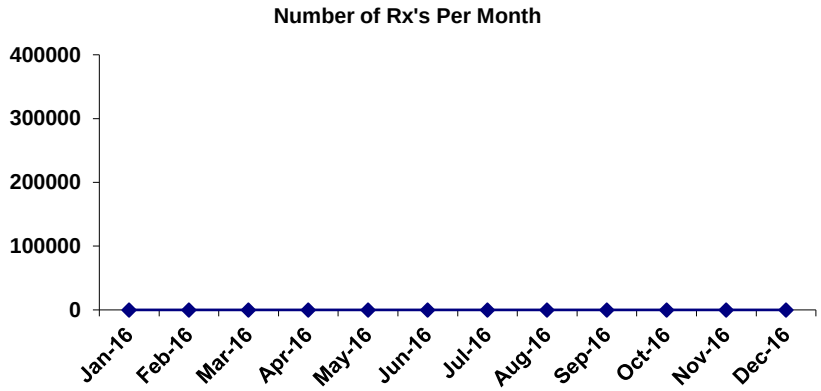
6 Month Assessment

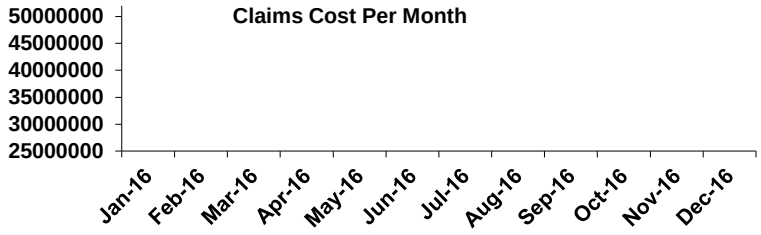
Period Covered:
Rx Claims Cost:
Number Rx:
Total Participants:
Avg. Participants Per Month:
Avg Paid Per Member Over Period:
Avg. Paid Per Member Per Month:
Avg Paid Per Rx

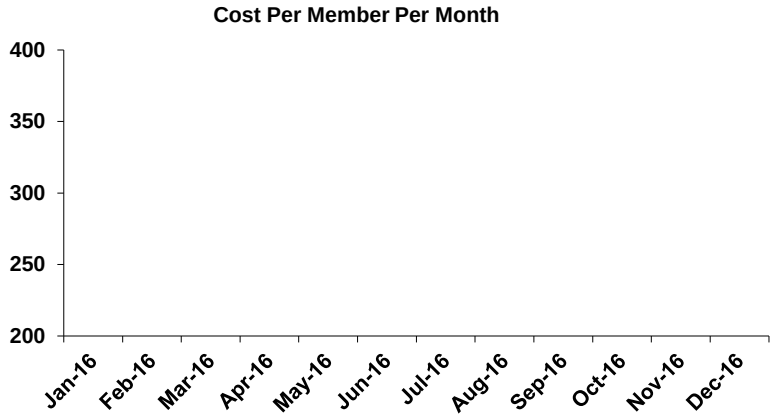
APPENDIX 14B - SAMPLE OF QUARTERLY DRUG UTILIZATION AND EXPENDITURES REPORT

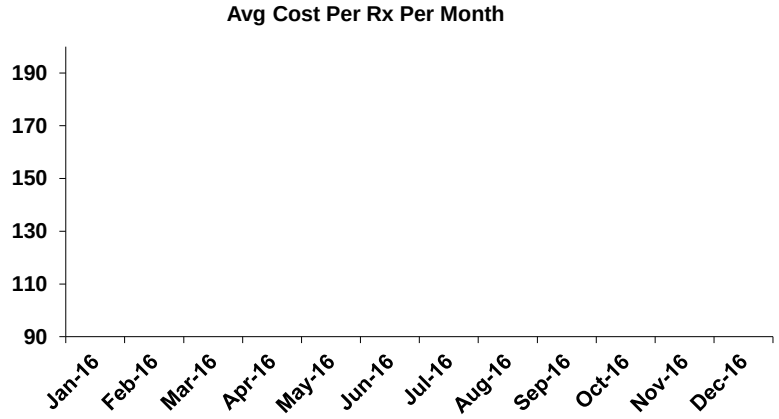
STATE OF MARYLAND
MDH
Cost Management Analysis

Period Covered	Participants	# Rx's	Rx Claims Cost	Cost per Member Per Month	Cost/Claim
Jan-16					
Feb-16					
Mar-16					
Apr-16					
May-16					
Jun-16					
Jul-16					
Aug-16					
Sep-16					
Oct-16					
Nov-16					
Dec-16					






Cost Per Member Per Month
400
350
300
250
200
Jan-16
Feb-16
Mar-16
Apr-16
May-16
Jun-16
Jul-16
Aug-16
Sep-16
Oct-16
Nov-16
Dec-16


Avg Cost Per Rx Per Month
190
170
150
130
110
90
Jan-16
Feb-16
Mar-16
Apr-16
May-16
Jun-16
Jul-16
Aug-16
Sep-16
Oct-16
Nov-16
Dec-16

APPENDIX 14C - SAMPLE OF QUARTERLY DRUG UTILIZATION AND EXPENDITURES REPORT

STATE OF MARYLAND
MDH
Cost Management Analysis

TOP 25 DRUGS BASED ON NUMBER OF CLAIMS FROM

Drug	AHFS Therapeutic Class	Rx	Paid	Paid/Rx	% Total Claims
GABAPENTIN	ANTICONVULSANTS, MISCELLANEOUS				
SERTRALINE HCL	ANTIDEPRESSANTS				
ALPRAZOLAM	BENZODIAZEPINES (ANXIOLYTIC,SEDATIV/HYP)				
TRAZODONE HCL	ANTIDEPRESSANTS				
QUETIAPINE FUMARATE	ANTIPSYCHOTIC AGENTS				
ESCITALOPRAM OXALATE	ANTIDEPRESSANTS				
FLUOXETINE HCL	ANTIDEPRESSANTS				
CLONAZEPAM	BENZODIAZEPINES (ANTICONVULSANTS)				
VYVANSE	AMPHETAMINES				
ADDERALL XR	AMPHETAMINES				
DEXTROAMPHETAMINE-AMPHETAMINE	AMPHETAMINES				
ZUBSOLV	OPIATE PARTIAL AGONISTS				
SUBOXONE	OPIATE PARTIAL AGONISTS				
BUPROPION XL	ANTIDEPRESSANTS				
RISPERIDONE	ANTIPSYCHOTIC AGENTS				
LAMOTRIGINE	ANTICONVULSANTS, MISCELLANEOUS				
ZOLPIDEM TARTRATE	ANXIOLYTICS, SEDATIVES & HYPNOTICS,MISC.				
LYRICA	ANTICONVULSANTS, MISCELLANEOUS				
CITALOPRAM HBR	ANTIDEPRESSANTS				
METHYLPHENIDATE ER	RESPIRATORY AND CNS STIMULANTS				
DULOXETINE HCL	ANTIDEPRESSANTS				
TOPIRAMATE	ANTICONVULSANTS, MISCELLANEOUS				
HYDROXYZINE HCL	ANXIOLYTICS, SEDATIVES & HYPNOTICS,MISC.				
LORAZEPAM	BENZODIAZEPINES (ANXIOLYTIC,SEDATIV/HYP)				
BUSPIRONE HCL	ANXIOLYTICS, SEDATIVES & HYPNOTICS,MISC.				
TOTAL TOP 25					

Total Rx Claims From	

APPENDIX 14D - SAMPLE OF QUARTERLY DRUG UTILIZATION AND EXPENDITURES REPORT

STATE OF MARYLAND
MDH
Cost Management Analysis

TOP 25 DRUGS BASED ON TOTAL CLAIMS COST FROM

Drug	AHFS Therapeutic Class	Rx	Paid	Paid/Rx	% Total Claims
TRIUMEQ	ANTIRETROVIRALS				
GENVOYA	ANTIRETROVIRALS				
VYVANSE	AMPHETAMINES				
LYRICA	ANTICONVULSANTS, MISCELLANEOUS				
SUBOXONE	OPIATE PARTIAL AGONISTS				
ADDERALL XR	AMPHETAMINES				
TRUVADA	ANTIRETROVIRALS				
STRIBILD	ANTIRETROVIRALS				
ZUBSOLV	OPIATE PARTIAL AGONISTS				
ATRIPLA	ANTIRETROVIRALS				
TIVICAY	ANTIRETROVIRALS				
LATUDA	ANTIPSYCHOTIC AGENTS				
FOCALIN XR	RESPIRATORY AND CNS STIMULANTS				
METHYLPHENIDATE ER	RESPIRATORY AND CNS STIMULANTS				
PREZISTA	ANTIRETROVIRALS				
INVEGA SUSTENNA	ANTIPSYCHOTIC AGENTS				
STRATTERA	CENTRAL NERVOUS SYSTEM AGENTS, MISC.				
COMPLERA	ANTIRETROVIRALS				
DESCOVY	ANTIRETROVIRALS				
VIVITROL	OPIATE ANTAGONISTS				
PREZCOBIX	ANTIRETROVIRALS				
ODEFSEY	ANTIRETROVIRALS				
VIMPAT	ANTICONVULSANTS, MISCELLANEOUS				
EVZIO	OPIATE ANTAGONISTS				
ISENTRESS	ANTIRETROVIRALS				
TOTAL TOP 25					

Total Rx Claims From	

APPENDIX 14E - SAMPLE OF QUARTERLY DRUG UTILIZATION AND EXPENDITURES REPORT

STATE OF MARYLAND
MDH
TOP 50 DRUGS
(USAN GENERIC NAME)
BY TOTAL PRICE

USAN GENERIC NAME	AHFS THERAPEUTIC CLASS	TOTAL RXS	TOTAL CLAIMS COST
BUPRENORPHINE HCL/NALOXONE HCL	OPIATE PARTIAL AGONISTS		
ABACAVIR/DOLUTEGRAVIR/LAMIVUDI	ANTIRETROVIRALS		
ELVITEG/COBI/EMTRIC/TENOFO ALA	ANTIRETROVIRALS		
LISDEXAMFETAMINE DIMESYLATE	AMPHETAMINES		
PREGABALIN	ANTICONVULSANTS, MISCELLANEOUS		
DEXTROAMPHETAMINE/AMPHETAMINE	AMPHETAMINES		
METHYLPHENIDATE HCL	RESPIRATORY AND CNS STIMULANTS		
EMTRICITABINE/TENOFOVIR	ANTIRETROVIRALS		
ELVITEGR/COBICIST/EMTRIC/TENOF	ANTIRETROVIRALS		
EFAVIRENZ/EMTRICITAB/TENOFOVIR	ANTIRETROVIRALS		
DOLUTEGRAVIR SODIUM	ANTIRETROVIRALS		
DEXMETHYLPHENIDATE HCL	RESPIRATORY AND CNS STIMULANTS		
LURASIDONE HCL	ANTIPSYCHOTIC AGENTS		
PALIPERIDONE PALMITATE	ANTIPSYCHOTIC AGENTS		
DARUNAVIR ETHANOLATE	ANTIRETROVIRALS		
ATOMOXETINE HCL	CENTRAL NERVOUS SYSTEM AGENTS, MISC.		
EMTRICITAB/RILPIVIRINE/TENOFOV	ANTIRETROVIRALS		
EMTRICITABINE/TENOFOV ALAFENAM	ANTIRETROVIRALS		
ARIPIPRAZOLE	ANTIPSYCHOTIC AGENTS		
NALTREXONE MICROSPHERES	OPIATE ANTAGONISTS		
DARUNAVIR/COBICISTAT	ANTIRETROVIRALS		
EMTRICITAB/RILPIVIRI/TENOF ALA	ANTIRETROVIRALS		
NALOXONE HCL	OPIATE ANTAGONISTS		
LACOSAMIDE	ANTICONVULSANTS, MISCELLANEOUS		
RALTEGRAVIR POTASSIUM	ANTIRETROVIRALS		
ATAZANAVIR SULFATE	ANTIRETROVIRALS		
QUETIAPINE FUMARATE	ANTIPSYCHOTIC AGENTS		
OXCARBAZEPINE	ANTICONVULSANTS, MISCELLANEOUS		
TENOFOVIR DISOPROXIL FUMARATE	ANTIRETROVIRALS		
LEDIPASVIR/SOFOSBUVIR	HCV ANTIVIRALS		
PALIPERIDONE	ANTIPSYCHOTIC AGENTS		
RISPERIDONE MICROSPHERES	ANTIPSYCHOTIC AGENTS		
IVACAFTOR	CYSTIC FIBROSIS (CFTR) POTENTIATORS		
DIVALPROEX SODIUM	ANTICONVULSANTS, MISCELLANEOUS		
RITONAVIR	ANTIRETROVIRALS		
BUPROPION HCL	ANTIDEPRESSANTS		
CLOBAZAM	BENZODIAZEPINES (ANTICONVULSANTS)		

DESVENLAFAXINE SUCCINATE	ANTIDEPRESSANTS		
LUMACAFTOR/IVACAFTOR	CYSTIC FIBROSIS (CFTR) POTENTIATORS		
NITISINONE	OTHER MISCELLANEOUS THERAPEUTIC AGENTS		
LAMOTRIGINE	ANTICONVULSANTS, MISCELLANEOUS		
DORNASE ALFA	MUCOLYTIC AGENTS		
ASENAPINE MALEATE	ANTIPSYCHOTIC AGENTS		
INSULIN GLARGINE,HUM.REC.ANLOG	INSULINS		
GABAPENTIN	ANTICONVULSANTS, MISCELLANEOUS		
BUDESONIDE	CORTICOSTEROIDS (EENT)		
ANTIHEMOPH.FVIII,FULL LENGTH	HEMOSTATICS		
RUFINAMIDE	ANTICONVULSANTS, MISCELLANEOUS		
NUTRITIONAL SUPPLEMENT	CALORIC AGENTS		
LIPASE/PROTEASE/AMYLASE	DIGESTANTS		

APPENDIX 14F - SAMPLE OF QUARTERLY DRUG UTILIZATION AND EXPENDITURES REPORT

STATE OF MARYLAND
MDH
Cost Management Analysis

TOP 15 THERAPEUTIC CLASSES BY TOTAL COST OF CLAIMS FROM

AHFS Therapeutic Class	Rx	Paid	Paid/Rx	% Total Claims
ANTIRETROVIRALS				
ANTIPSYCHOTIC AGENTS				
ANTICONVULSANTS, MISCELLANEOUS				
AMPHETAMINES				
OPIATE PARTIAL AGONISTS				
RESPIRATORY AND CNS STIMULANTS				
ANTIDEPRESSANTS				
OPIATE ANTAGONISTS				
CENTRAL NERVOUS SYSTEM AGENTS, MISC.				
CYSTIC FIBROSIS (CFTR) POTENTIATORS				
CALORIC AGENTS				
INSULINS				
HEMOSTATICS				
OTHER MISCELLANEOUS THERAPEUTIC AGENTS				
CORTICOSTEROIDS (RESPIRATORY TRACT)				
TOTAL TOP 15				

Total Rx Claims From	

Top 15 Therapeutic Classes
Based on Total Cost of Claims

APPENDIX 14G - SAMPLE OF QUARTERLY DRUG UTILIZATION AND EXPENDITURES REPORT

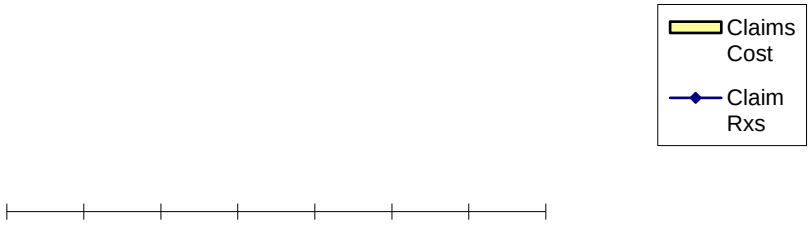
STATE OF MARYLAND
MDH

Trend Summary Analysis
(Fee For Service)

ANTICONVULSANTS

Period Covered	Participants	% Change	# Rx's	% Change	Rx Claims Cost	% Change

ANTICONVULSANTS



MDH
Trend Summary Analysis
(Fee For Service)

ANTIPSYCHOTICS

Period Covered	Participants	% Change	# Rx's	% Change	Rx Claims Cost	% Change

STATE OF MARYLAND
MDH
Trend Summary Analysis
(Fee For Service)

NARCOTICS/OPIOIDS

Period Covered	Participants	% Change	# Rx's	% Change	Rx Claims Cost	% Change

STATE OF MARYLAND
MDH
Trend Summary Analysis
(Fee For Service)

ANTIDEPRESSANTS

Period Covered	Participants	% Change	# Rx's	% Change	Rx Claims Cost	% Change

STATE OF MARYLAND
MDH
Trend Summary Analysis
(Fee For Service)

OPIATE ANTAGONISTS

Period Covered	Participants	% Change	# Rx's	% Change	Rx Claims Cost	% Change

STATE OF MARYLAND
MDH
Trend Summary Analysis
(Fee For Service)

OPIATE PARTIAL AGONISTS

Period Covered	Participants	% Change	# Rx's	% Change	Rx Claims Cost	% Change

MARYLAND
Department of Health

Maryland Medicaid Pharmacy Program
201 W. Preston Street
Baltimore, MD 21201

Medication	FDA Approved Indication(s)	Clinical Criteria	Quantity Limits	PA Forms

Length of Authorization:

Original Development Date:
Original Effective Date:
Revision Date:

References:

(MDH MM/YY)

APPENDIX 16A – 1A SAMPLE OF MONTHLY REPORT OF NEWLY APPROVED DRUGS (NBA)

Brand	Generic	FDA approval date	Manufacturer	Description (MOA and dosing regimen)	AHFS Drug class	MD PDL?	Clinical criteria comment	Carve out?

Brand	Generic	FDA approval date	Manufacturer	Description/ Highlights	AHFS Drug class	Drug class	MD PDL class	Clinical criteria comment	Carve out?

APPENDIX 16B – 1B SAMPLE OF MONTHLY REPORT OF NEWLY APPROVED DRUGS (NME)

APPENDIX 16C – 1C SAMPLE OF MONTHLY REPORT OF NEWLY APPROVED DRUGS (NF)

Generic	FDA approval date	Manufacturer	Description	AHFS Drug class	Drug class	MD PDL	Clinical criteria comment	Carve out?

APPENDIX 16D – 1D SAMPLE OF MONTHLY REPORT OF NEWLY APPROVED DRUGS

(Label Changes)

Brand	Generic	Manufacturer	Date	Change/Update

APPENDIX 16E – 1E SAMPLE OF MONTHLY REPORT OF NEWLY APPROVED DRUGS

(Clinical Updates)

Association	Date of change	Update title	Synopsis of changes	Notes/Clinical Perspective

APPENDIX 17A – 1A SAMPLE OF QUARTERLY REPORT OF NEWLY APPROVED DRUGS (NBA)

Brand	Generic	FDA approval date	Manufacturer	Description (MOA and dosing regimen)	AHFS Drug class	MD PDL?	Clinical criteria comment	Carve out?

APPENDIX 17B – 1B SAMPLE OF QUARTERLY REPORT OF NEWLY APPROVED DRUGS (NME)

Brand	Generic	FDA approval date	Manufacturer	Description/ Highlights	AHFS Drug class	Drug class	MD PDL class	Clinical criteria comment	Carve out?

APPENDIX 17C – 1C SAMPLE OF QUARTERLY REPORT OF NEWLY APPROVED DRUGS (NF)

Brand	Generic	FDA approval date	Manufacturer	Description	AHFS Drug class	Drug class	MD PDL class	Clinical criteria comment	Carve out?

APPENDIX 17D – 1D SAMPLE OF QUARTERLY REPORT OF NEWLY APPROVED DRUGS (Label Changes)

Brand	Generic	Manufacturer	Date	Change/Update

APPENDIX 17E – 1E SAMPLE OF QUATERLY REPORT OF NEWLY APPROVED DRUGS (Clinical Updates)

Association	Date of change	Update title	Synopsis of changes	Notes/Clinical Perspective

APPENDIX 18 – FILE INTERFACE SAMPLE

Monthly: (February 2016)

Medical FFS Claims	1,563,656
Institutional FFS Claims	428,611
Pharmacy FFS Claims	280,406
Provider Master	135,352
Participant Master	2,616,147
Medical Encounter Transactions	1,749,823
Institutional Encounter Transactions	159,351
Pharmacy Encounter Transactions	559,478

Quarterly: (2nd Quarter 2016)

Provider Address	296,251
Provider Group	87,725
Provider Category of Service	313,103
Provider Specialty	155,174
Eligibility Spans	5,646,772
Nursing Home Financial Responsibility	362,011
Special Programs	131,094
HMO Spans	6,346,186
Diagnosis Master	17,805
Drug Master	1,053,859
Procedure Master	32,856
ID Link	6,403,803

FILE LAYOUTS FOR SPECIAL PROGRAMS

```
01  WS-HID-REC.
    05  HID-ORIG-RECIP-ID              PIC 9(11).
    05  HID-CMC-BEG-DATE               PIC X(10).
    05  HID-CMC-END-DATE               PIC X(10).
    05  HID-CMC-PROGRAM                PIC X(03).
    05  HID-SPEC-PGM-PROV              PIC 9(09).
    05  HID-CMC-SOURCE                 PIC X(01).
    05  HID-CASE-COORD                 PIC X(02).
    05  HID-CASE-FILE-NUM              PIC X(05).
    05  HID-RECIP-SHARE-AMT            PIC S9(05)V99.
    05  HID-CMC-REPT-FLAG              PIC X(01).
    05  HID-CMC-DISENROL-RSN           PIC X(03).
    05  HID-CMC-DISENROL-SOURCE        PIC X(01).
    05  HID-IMP-SAVINGS-IND            PIC X(01).
```

APPENDIX 20 SAMPLE OF – FILE LAYOUTS FOR DIAGNOSIS, DRUG, PROCEDURE & PARTICIPANT MASTER

FILE LAYOUTS FOR DIAGNOSIS, DRUG, PROCEDURE & PARTICIPANT MASTER

DIAGNOSIS MASTER

```
01  WS-HID-DIAG-REC.
    05  HID-DIAG-CD-ICD-9              PIC X(05).
    05  HID-DIAG-NAME                  PIC X(40).
    05  HID-MINIMUM-AGE                PIC 9(03).
    05  HID-MAXIMUM-AGE                PIC 9(03).
    05  HID-DIAG-ACCID-IND             PIC X(01).
    05  HID-LAST-UPDATE-DT             PIC X(10).
    05  HID-USER-ID                    PIC X(03).
    05  HID-PREAUTH-IND                PIC X(01).
    05  HID-EMERG-TRMNT-IND            PIC X(01).
    05  HID-DIAG-CONTROL-CD            PIC X(01).
    05  HID-DIAG-STERL-IND             PIC X(01).
    05  HID-DIAG-ABORT-IND              PIC X(01).
    05  HID-DIAG-FAM-PLAN-IND           PIC X(01).
    05  HID-PROV-SPEC-IND              PIC X(01).
    05  HID-VALID-SEX-IND              PIC X(01).
    05  HID-PL-OF-SVC-IND              PIC X(01).
    05  HID-RECORD-CODE                PIC X(02).
```

DRUG MASTER

```
01  WS-HID-DRUG-REC.
    05  HID-DRUG-CODE                  PIC X(11).
    05  HID-DRUG-GENERIC-CD            PIC X(05).
    05  HID-GENERIC-IND                PIC X(01).
    05  HID-DRUG-THERA-CLASS           PIC X(06).
    05  HID-DRUG-NAME                  PIC X(32).
    05  HID-DRUG-GENER-NAME            PIC X(32).
    05  HID-DRUG-STRENGTH-DESC          PIC X(10).
  05  HID-DRUG-PACKAGE-SIZE            PIC 9(08)V999.
    05  HID-DRUG-UNIT-MEAS             PIC X(02).
    05  HID-DIAG-CD-ICD-9              PIC X(05).
    05  HID-DRUG-MIN-AGE               PIC 9(03).
    05  HID-DRUG-MAX-AGE               PIC 9(03).
    05  HID-VALID-SEX-IND              PIC X(01).
    05  HID-DRUG-DEA-CD                PIC X(01).
    05  HID-DRUG-DIALYSIS-IND          PIC X(01).
    05  HID-UNIT-DOSE-IND              PIC X(01).
    05  HID-PREV-NDC-CODE              PIC X(11).
    05  HID-DRUG-END-DATE              PIC X(10).
    05  HID-FAM-PLAN-IND               PIC X(01).
    05  HID-DRUG-DOSE-FORM             PIC X(02).
    05  HID-DRUG-NOTE-AREA             PIC X(72).
    05  HID-SPECIF-THERA-CLASS         PIC X(03).
    05  HID-DRUG-MIN-SUPPLY            PIC 9(06)V9(3).
```

```
    05  HID-DRUG-MAX-SUPPLY             PIC 9(06)V9(3).
    05  HID-DRUG-DESI-IND               PIC X(01).
    05  HID-DRUG-MAINT-IND          PIC X(01).
    05  HID-DRUG-IDC-CODE               PIC X(03).
    05  HID-DRUG-EPSDT-IND              PIC X(01).
    05  HID-DRUG-MIN-DAYS               PIC 9(05).
    05  HID-DRUG-MAX-DAYS               PIC 9(05).
    05  HID-PREAUTH-IND                 PIC X(01).
    05  HID-FGUL-OVERRIDE-IND           PIC X(01).
    05  HID-DRUG-CURR-AWP           PIC 9(04)V99999.
    05  HID-DRUG-CURR-AWP-DT            PIC X(10).
    05  HID-PHARM-ASSIST                PIC X(01).
    05  HID-DRUG-PEND-CODE              PIC X(01).
    05  HID-DRUG-BEG-DATE               PIC X(10).
    05  HID-DRUG-LEGEND-CODE            PIC X(01).
    05  HID-RECORD-CODE                 PIC X(02).
    05  HID-DRUG-BYP-FEE-IND            PIC X(01).
    05  HID-EAC-BEGIN-DATE              PIC X(10).
    05  HID-EAC-END-DATE                PIC X(10).
    05  HID-DRUG-EAC                    PIC 9(04)V9(05).
```

PROCEDURE MASTER

```
01  WS-HID-PROC-REC.
    05  HID-PROC-CODE               PIC X(05).
    05  HID-PROC-TYPE-OF-SVC        PIC X(01).
    05  HID-PROC-NAME               PIC X(40).
    05  HID-MINIMUM-AGE             PIC 9(03).
    05  HID-MAXIMUM-AGE             PIC 9(03).
    05  HID-VALID-SEX-IND           PIC X(01).
    05  HID-PROC-POST-OP-DAYS       PIC 9(03).
    05  HID-PROC-MODF-IND           PIC X(01).
    05  HID-PROC-PROV-TYPE-IND      PIC X(01).
    05  HID-PROC-PL-OF-SVC-IND      PIC X(01).
    05  HID-PROV-SPEC-IND           PIC X(01).
    05  HID-CLM-TYPE-IND            PIC X(01).
    05  HID-DIAG-REQUIRED           PIC X(01).
    05  HID-LIFETIME-SVC-IND        PIC X(01).
    05  HID-TOOTH-NO-IND            PIC X(01).
    05  HID-TOOTH-SURFACE-IND       PIC X(01).
    05  HID-TOOTH-QUAD-IND          PIC X(01).
    05  HID-PROC-HYSTER-IND         PIC X(01).
    05  HID-PROC-STERIL-IND         PIC X(01).
    05  HID-PROC-ABORT-IND          PIC X(01).
    05  HID-PROC-FAM-PLAN-IND       PIC X(01).
    05  HID-ELE-SURG-IND            PIC X(01).
    05  HID-VISIT-SURG-IND          PIC X(01).
    05  HID-MAX-UNITS               PIC 9(05).
    05  HID-ASC-IND                 PIC X(01).
    05  HID-MCARE-COVERAGE-IND      PIC X(01).
    05  HID-PROC-MULT-SURG-IND      PIC X(01).
    05  HID-PROC-NH-IND             PIC X(01).
    05  HID-PROC-REFERRAL-IND       PIC X(01).
    05  HID-PROC-EPSDT-IND          PIC X(01).
```

```
    05  HID-FROM-THRU-IND              PIC X(01).
    05  HID-RVU-PRACTICE-COMP          PIC 9(03)V99.
    05  HID-RVU-MALPRAC-COMP           PIC 9(03)V99.
    05  HID-RVU-EXPENSE-COMP           PIC 9(03)V99.
    05  HID-RVU-TOTAL                  PIC 9(03)V99.
    05  HID-PROV-CAT-OF-SVC-CD         PIC X(02).
    05  HID-INJURY-CD                  PIC X(01).
    05  HID-RECIP-COVERAGE-IND         PIC X(01).
    05  HID-DECIDUOUS-IND              PIC X(01).
    05  HID-RECORD-CODE                PIC X(02).
```

PARTICIPANT MASTER

```
01  WS-HID-REC.
    05  HID-ORIG-RECIP-ID              PIC 9(11).
    05  HID-CURR-RECIP-ID              PIC 9(11).
    05  HID-RECIP-SSN                  PIC 9(09).
    05  HID-RECIP-LAST-NAME            PIC X(20).
    05  HID-RECIP-FIRST-NAME           PIC X(15).
    05  HID-RECIP-MI                   PIC X(01).
    05  HID-RECIP-BIRTH-DATE           PIC X(10).
    05  HID-RECIP-DEATH-DATE           PIC X(10).
    05  HID-RECIP-RACE-CODE            PIC X(01).
    05  HID-RECIP-SEX-CODE             PIC X(01).
    05  HID-RECIP-ZIP-CODE.
        10  HID-RECIP-ZIP-5            PIC 9(05).
        10  HID-RECIP-ZIP-4            PIC 9(04).
    05  HID-RECIP-COUNTY               PIC 9(02).
    05  HID-RECIP-MCARE-IND            PIC X(01).
    05  HID-RECIP-MCARE-NUM            PIC X(12).
    05  HID-ASSIST-APPROV-DT           PIC X(10).
    05  HID-RECIP-WAIVER-CD            PIC X(01).
    05  HID-PROD-TEST-IND              PIC X(01).
```

APPENDIX 21 – SAMPLE OF FILE LAYOUTS FOR ELIGIBILITY SPANS

```
01  WS-HID-REC.
    05  HID-ORIG-RECIP-ID              PIC 9(11).
    05  HID-ELIG-BEGIN-DATE            PIC X(10).
    05  HID-ELIG-END-DATE              PIC X(10).
    05  HID-RECIP-SOURCE-CD            PIC X(01).
    05  HID-RECIP-COV-GROUP            PIC X(03).
    05  HID-RECIP-COV-TYPE             PIC X(01).
    05  HID-RECIP-CATEGORY             PIC 9(02).
    05  HID-RECIP-SCOPE-CODE           PIC 9(01).
    05  HID-RECIP-CITIZEN-CODE         PIC X(01).
    05  HID-CANCEL-REASON              PIC X(03).
    05  HID-RECIP-EVS-DATE             PIC X(10).
    05  HID-SPLIT-BILL-AMT             PIC S9(07)V99.
    05  HID-LAST-TRANS-DATE            PIC X(10).
    05  HID-GUARANTEE-IND              PIC X(01).
```

APPENDIX 22 – SAMPLE OF FILE LAYOUTS FOR HMO SPANS

FILE LAYOUTS FOR HMO SPANS

```
01  WS-HID-REC.
    05  HID-ORIG-RECIP-ID              PIC 9(11).
    05  HID-HMO-BEG-DATE               PIC X(10).
    05  HID-HMO-END-DATE               PIC X(10).
    05  HID-PROV-BASE                  PIC 9(07).
    05  HID-PROV-LOC                   PIC 9(02).
    05  HID-HMO-DISENROL-RSN           PIC X(02).
    05  HID-HMO-RETRO-IND              PIC X(01).
    05  HID-HMO-RPT-FLAG               PIC X(01).
    05  HID-MANAG-CARE-TYP             PIC X(03).
    05  HID-RECP-ENROL-TYP             PIC X(02).
    05  HID-RECP-ENROL-SRCE            PIC X(01).
    05  HID-RECP-DISENR-SRCE           PIC X(01).
    05  HID-CAP-ACG-CD             PIC X(03).
    05  HID-LAST-ACTVTY-DT             PIC X(10).
    05  HID-ENROL-BRKR-SENT-DT PIC X(10).
```

APPENDIX 23 – SAMPLE OF FILE LAYOUTS FOR ID LINK

```
01  WS-HID-REC.
    05  HID-RECIP-ID-NUM              PIC 9(11).
    05  HID-ORIG-RECIP-ID             PIC 9(11).
    05  HID-ID-CHANGE-DATE      PIC X(10).
    05  HID-ID-END-DATE         PIC X(10).
    05  HID-CARES-IRN           PIC 9(09).
```

```
00002 ***************************************************************P3815200
00003 *
00003 *                       P3815200
00004 *    THIS IS THE INTERNAL RECORD LAYOUT OF THE INSTITUTIONAL
00003 *    ENCOUNTER
00003 *
00002 ***************************************************************P3815400
00007 *                                                               P3815500
       01   P3815200-INSTITUTIONAL-CLAIM.                           00250000
00008        10  P3815292-CLM-HEADER-COMMON.                        00260000
00009          15  P3815213-RECORD-CODE                             00270000
00010                                  PIC X(2).                    00280000
00011          15  P3815213-SORT-KEY                                00290000
00012                                  PIC X(30).                   00300000
HIPAA          15  P3815213-RECORD-SEQ                              00310000
HIPAA                                  PIC 9(2).                    00320000
HIPAA          15  P3815213-TOT-OF-LINE-ITEMS                       00330000
HIPAA                                  PIC 9(3).                    00340000
00013          15  P3815293-OCCURRENCE-COUNTERS.                    00350000
00014            20  P3815234-NUM-OF-LINE-ITEMS                     00360000
00015                                  PIC 9(03).                   00370000
00016            20  P3815234-NUM-OF-CURR-EXCEP                     00380000
00017                                  PIC 9(3).                    00390000
00018            20  P3815234-NUM-OF-COMM-EXCEP                     00400000
00019                                  PIC 9(3).                    00410000
00020            20  P3815234-NUM-OF-TPL-SEGMENTS                   00420000
00021                                  PIC 9(3).                    00430000
00024            20  P3815234-NUM-OF-RELATED-HIST                   00440000
00025                                  PIC 9(3).                    00450000
HIPAA          15  P3815213-TRANSLATOR-CONTROL-NM                   00460000
HIPAA                                  PIC X(12).                   00470000
HIPAA          15  P3815213-TRANSLATOR-VERSION                      00480000
HIPAA                                  PIC X(12).                   00490000
HIPAA          15  P3815213-TRANS-BEHAVIOR-CODE                     00500000
HIPAA                                  PIC X(01).                   00510000
00028          15  P3815293-INVOICE-CONTROL-NUM.                    00520000
00029            20  P3815224-CLM-INPUT-MEDIUM-IND                  00530000
00030                                  PIC 9(1).                    00540000
00031            20  P3815224-BATCH-DATE                            00550000
00032                                  PIC 9(5).                    00560000
00033            20  P3815224-MACH-REEL-FILL                        00570000
00034                                  PIC 9(02).                   00580000
00037            20  P3815224-BATCH-NUMBER                          00590000
00038                                  PIC 9(3).                    00600000
00039            20  P3815224-DOCUMENT-NUMBER                       00610000
00040                                  PIC 9(04).                   00620000
00041            20  P3815224-LINE-NUMBER                           00630000
00042                                  PIC 9(2).                    00640000
00043          15  P3815213-ACCOUNTING-CODE                         00650000
00044                                  PIC X(1).                    00660000
00045          15  P3815213-CLAIM-STATUS                            00670000
00046                                  PIC X(1).                    00680000
00047          15  P3815213-CLM-TYP                                 00690000
00048                                  PIC X(1).                    00700000
00049          15  P3815213-TEST-PROD-IND                           00710000
00050                                  PIC X(1).                    00720000
00051          15  P3815293-CLAIM-DATES.                            00730000
00052            20  P3815234-FIRST-DATE-OF-SVC                     00740000
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00053                                PIC 9(8).                          00750000
00054           20  P3815234-LAST-DATE-OF-SVC                          00760000
00055                                PIC 9(8).                          00770000
00056           20  P3815234-DATE-BILLED                              00780000
00057                                PIC 9(8).                          00790000
00058           20  P3815234-ENTRY-DATE                               00800000
00059                                PIC 9(8).                          00810000
00060           20  P3815234-SUSPENSE-DATE                            00820000
00061                                PIC 9(8).                          00830000
00062           20  P3815234-LAST-CYCLE-DATE                          00840000
00063                                PIC 9(8).                          00850000
00064           20  P3815234-DATE-OF-ADJUDICATION                     00860000
00065                                PIC 9(8).                          00870000
00066           20  P3815234-REMIT-PROCESS-DATE                       00880000
00067                                PIC 9(8).                          00890000
00066           20  P3815234-DATE-PAID                                00900000
00067                                PIC 9(8).                          00910000
00066           20  P3815234-CHECK-DATE                               00920000
00067                                PIC 9(8).                          00930000
00068           20  P3815234-ORIG-PAYMENT-DATE                        00940000
00069                                PIC 9(8).                          00950000
00070           20  P3815234-DATE-TO-HIST                             00960000
00071                                PIC 9(8).                          00970000
00072         15  P3815293-CLAIM-PAYMENT-DATA.                        00980000
00073           20  P3815234-TOTAL-CLAIM-CHARGE                       00990000
00074                                PIC S9(7)V99.                      01000000
00075           20  P3815234-CLM-RECIP-PMT-AMT                        01010000
00076                                PIC S9(7)V99.                      01020000
00077           20  P3815234-THIRD-PARTY-PMT-AMT                      01030000
00078                                PIC S9(7)V99.                      01040000
00079           20  P3815234-AMT-PAID-BY-MCARE                        01050000
00080                                PIC S9(7)V99.                      01060000
00081           20  P3815234-NET-CLAIM-CHARGE                         01070000
00082                                PIC S9(7)V99.                      01080000
00083           20  P3815234-REIMBURSEMENT-AMOUNT                     01090000
00084                                PIC S9(7)V99.                      01100000
00085           20  P3815234-FED-FIN-PART                             01110000
00086                                PIC S9(7)V99.                      01120000
00085           20  P3815234-SPENDDOWN-AMOUNT                         01130000
00086                                PIC S9(7)V99.                      01140000
00087         15  P3815293-CLAIM-PROV-DATA.                           01150000
00088           20  P3815294-PROV-NUMBER.                             01160000
00089             25  P3815225-PROV-BASE-NUMBER                       01170000
00090                                PIC 9(07).                         01180000
00091             25  P3815225-PROV-LOCATION                          01190000
00092                                PIC 9(02).                         01200000
00093           20  P3815214-PROV-CAT-OF-SVC-CODE                     01210000
00094                                PIC X(02).                         01220000
00095           20  P3815214-PROV-SPEC-CODE                           01230000
00096                                PIC 9(03).                         01240000
00097           20  P3815214-PROV-TYPE                                01250000
00098                                PIC X(02).                         01260000
HIPAA           20  P3815214-PROV-TAXONOMY                           01270000
HIPAA                                PIC X(10).                         01280000
00099           20  P3815214-PROV-COUNTY-CODE                         01290000
00100                                PIC 9(02).                         01300000
00101           20  P3815234-PROV-ZIP-CODE                            01310000
00102                                PIC 9(9).                          01320000
00105           20  P3815294-PAY-TO-PROV-DATA.                        01330000
00106             25  P3815295-PAY-TO-PROV-NUM.                       01340000
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00107              30  P3815226-PAY-TO-PROV-BASE-NUM                01350000
00108                              PIC 9(7).                        01360000
00109              30  P3815226-PAY-TO-PROV-LOC                     01370000
00110                              PIC 9(2).                        01380000
00111            25  P3815215-PAY-TO-PROV-TYPE                     01390000
00112                              PIC X(2).                        01400000
00099            20  P3815214-PROV-PAYMENT-METHOD                  01410000
00100                              PIC X(1).                        01420000
00113          15  P3815293-CLAIM-RECIP-DATA.                      01430000
00114            20  P3815294-RECIP-IDENT-NUMBER.                  01440000
00115              25  P3815225-RECIP-IDENT-NUMBER                 01450000
00116                              PIC 9(11).                       01460000
00119            20  P3815294-ORIGINAL-RECIP-ID.                   01470000
00120              25  P3815225-ORIGINAL-RECIP-ID                  01480000
00121                              PIC 9(11).                       01490000
00119            20  P3815294-PROV-MC-DATA.                        01500000
00124              25  P3815225-PROV-MC-PRG                        01510000
00126                              PIC X(3).                        01520000
00111              25  P3815225-SPEC-PGM-PROV                      01530000
00126                              PIC 9(9).                        01540000
00111              25  P3815295-SPEC-PGM-PROV REDEFINES            01550000
00111                  P3815225-SPEC-PGM-PROV.                      01560000
00107                30  P3815226-SPEC-PROV-BASE-NUM               01570000
00108                              PIC 9(7).                        01580000
00109                30  P3815226-SPEC-PROV-LOCATION               01590000
00110                              PIC 9(2).                        01600000
00119            20  P3815294-PROV-MC-DATA-2.                      01610000
00124              25  P3815225-PROV-MC-PRG-2                      01620000
00126                              PIC X(3).                        01630000
00111              25  P3815225-SPEC-PGM-PROV-2                    01640000
00126                              PIC 9(9).                        01650000
00111              25  P3815295-SPEC-PGM-PROV-2 REDEFINES          01660000
00111                  P3815225-SPEC-PGM-PROV-2.                    01670000
00107                30  P3815226-SPEC-PROV-BASE-NUM-2             01680000
00108                              PIC 9(7).                        01690000
00109                30  P3815226-SPEC-PROV-LOCATION-2             01700000
00110                              PIC 9(2).                        01710000
00119            20  P3815294-PROV-MC-DATA-3.                      01720000
00124              25  P3815225-PROV-MC-PRG-3                      01730000
00126                              PIC X(3).                        01740000
00111              25  P3815225-SPEC-PGM-PROV-3                    01750000
00126                              PIC 9(9).                        01760000
00111              25  P3815295-SPEC-PGM-PROV-3 REDEFINES          01770000
00111                  P3815225-SPEC-PGM-PROV-3.                    01780000
00107                30  P3815226-SPEC-PROV-BASE-NUM-3             01790000
00108                              PIC 9(7).                        01800000
00109                30  P3815226-SPEC-PROV-LOCATION-3             01810000
00110                              PIC 9(2).                        01820000
00129            20  P3815214-RECIP-COUNTY                         01830000
00130                              PIC X(02).                       01840000
00131            20  P3815214-RECIP-ZIP-CODE                       01850000
00132                              PIC X(05).                       01860000
00133            20  P3815294-RECIP-NAME.                          01870000
00134              25  P3815215-RECIP-LAST-NAME                    01880000
00135                              PIC X(25).                       01890000
00136              25  P3815215-RECIP-FIRST-NAME                   01900000
00137                              PIC X(15).                       01910000
00138              25  P3815215-RECIP-MIDDLE-INIT                  01920000
00139                              PIC X(1).                        01930000
00138              25  P3815215-NAME-CODE                          01940000
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00139                                PIC X(2).                          01950000
HIPAA           20  P3815294-SUBMIT-RECIP-NAME.                        01960000
HIPAA             25  P3815215-SUBMIT-LAST-NAME                        01970000
HIPAA                                PIC X(25).                         01980000
HIPAA             25  P3815215-SUBMIT-FIRST-NAME                       01990000
HIPAA                                PIC X(15).                         02000000
HIPAA             25  P3815215-SUBMIT-MIDDLE-INIT                      02010000
HIPAA                                PIC X(1).                          02020000
HIPAA             25  P3815215-SUBMIT-NAME-CODE                        02030000
HIPAA                                PIC X(2).                          02040000
00142             20  P3815234-RECIP-DATE-OF-BIRTH                     02050000
00143                                PIC 9(08).                         02060000
00144             20  P3815234-RECIP-AGE                               02070000
00145                                PIC 9(3).                          02080000
00146             20  P3815214-RECIP-SEX-CODE                          02090000
00147                                PIC X(01).                         02100000
00148             20  P3815214-RECIP-RACE-CODE                         02110000
00149                                PIC X(01).                         02120000
00152             20  P3815214-RECIP-MCARE-IND                         02130000
00153                                PIC X(1).                          02140000
00154             20  P3815214-RECIP-NH-INDIC                          02150000
00155                                PIC X(01).                         02160000
00154             20  P3815214-RECIP-COVERAGE-GRP                      02170000
00155                                PIC X(3).                          02180000
00154             20  P3815214-RECIP-COVERAGE-TP                       02190000
00155                                PIC X(1).                          02200000
HIPAA             20  P3815214-BENEFITS-ASSIGN-IND                     02210000
HIPAA                               PIC X(1).                          02220000
HIPAA             20  P3815214-CLAIM-SUBMISSION-REA                    02230000
HIPAA                               PIC X(2).                          02240000
00164           15  P3815293-CLAIM-CREDIT-DATA.                        02250000
00165             20  P3815214-ADJUSTMENT-REASON                       02260000
00166                                PIC X(2).                          02270000
00167             20  P3815214-CLAIM-CREDIT-IND                        02280000
00168                                PIC X(1).                          02290000
00169             20  P3815234-ICN-OF-CREDIT.                          02300000
00029               25  P3815234-CLM-INPUT-MEDIUM-IND2                 02310000
00030                                PIC 9(1).                          02320000
00031               25  P3815234-BATCH-DATE2                           02330000
00032                                PIC 9(5).                          02340000
00033               25  P3815234-MACH-REEL-FILL2                       02350000
00034                                PIC 9(02).                         02360000
00037               25  P3815234-BATCH-NUMBER2                         02370000
00038                                PIC 9(3).                          02380000
00039               25  P3815234-DOCUMENT-NUMBER2                      02390000
00040                                PIC 9(04).                         02400000
00041               25  P3815234-LINE-NUMBER2                          02410000
00042                                PIC 9(2).                          02420000
00171             20  P3815234-ICN-TO-CREDIT.                          02430000
00029               25  P3815234-CLM-INPUT-MEDIUM-IND3                 02440000
00030                                PIC 9(1).                          02450000
00031               25  P3815234-BATCH-DATE3                           02460000
00032                                PIC 9(5).                          02470000
00033               25  P3815234-MACH-REEL-FILL3                       02480000
00034                                PIC 9(02).                         02490000
00037               25  P3815234-BATCH-NUMBER3                         02500000
00038                                PIC 9(3).                          02510000
00039               25  P3815234-DOCUMENT-NUMBER3                      02520000
00040                                PIC 9(04).                         02530000
00041               25  P3815234-LINE-NUMBER3                          02540000
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00042                                PIC 9(2).                          02550000
00173          15  P3815294-MARS-CODES.                                02560000
00175            20  P3815215-MARS-AID-CAT.                           02570000
00175              25  P3815225-MARS-MAINT-ASST-STAT                   02580000
00176                                PIC X(1).                          02590000
00177              25  P3815215-MARS-ELIG-BASIS                        02600000
00178                                PIC X(2).                          02610000
00175            20  P3815225-MARS-CLM-IND                            02620000
00176                                PIC 9(1).                          02630000
00177            20  P3815215-SPLIT-CLAIM-IND                         02640000
00178                                PIC X(1).                          02650000
00179            20  P3815215-FFP-FUND-CD                             02660000
00180                                PIC X(1).                          02670000
00181            20  P3815215-FED-CAT-SVC                             02680000
00182                                PIC X(2).                          02690000
00181            20  P3815215-MARS-CAT-OF-SVC                         02700000
00182                                PIC X(2).                          02710000
00183            20  P3815215-FED-MAINT-ASST-CD                       02720000
00184                                PIC X(1).                          02730000
00185            20  P3815215-FED-AID-CAT                             02740000
00186                                PIC X(1).                          02750000
00187            20  P3815265-PD-UNIT-SVC                             02760000
HIPAA                                PIC 9(3).                          02770000
00189          15  P3815293-CLM-HEADER-MISC-DATA.                      02780000
00190            20  P3815294-CLM-HEADER-MISC-DATA.                   02790000
00191              25  P3815295-CLM-HEADER-MISC-DATA.                  02800000
00192                30  P3815236-REMITTANCE-ADVICE-NO                 02810000
00193                                PIC 9(6).                          02820000
00194                30  P3815236-CHECK-VOUCH-NUM                      02830000
00195                                PIC 9(07).                         02840000
00196                30  P3815236-USER-IDENTIFICATION                  02850000
00197                                PIC 9(3).                          02860000
00198                30  P3815236-PRE-AUTH-NUM                         02870000
00199                                PIC X(08).                         02880000
00200                30  P3815236-NUMBER-OF-CYCLES                     02890000
00201                                PIC 9(3).                          02900000
00202                30  P3815216-TRAUMA-REL-IND                       02910000
00203                                PIC X(1).                          02920000
00202                30  P3815236-ATTACHMENT-IND                       02930000
00203                                PIC X(1).                          02940000
00204                30  P3815296-APPROPRIATION-CODE.                  02950000
00209                  35  P3815217-PROG-PROJ-CODE                     02960000
00205                                PIC X(4).                          02970000
00209                  35  P3815217-MDH-FUND-CD                       02980000
00205                                PIC X(1).                          02990000
00209                  35  P3815237-EXPEND-FISC-YEAR                   03000000
00205                                PIC 9(2).                          03010000
00209                  35  P3815217-PROV-ENROL-STAT-CD                 03020000
00205                                PIC X(2).                          03030000
00206                30  P3815216-OVERRIDE-LOC-CODE                    03040000
00207                                PIC X(2).                          03050000
00208                30  P3815296-OVERRIDE-EXCEP-DATA.                 03060000
00209                  35  P3815237-OVERRIDE-EXCEP-CODE                03070000
00210                                PIC 9(3).                          03080000
00211                  35  P3815237-OVERRIDE-EXCEP-USER                03090000
00212                                PIC 9(3).                          03100000
00213                30  P3815296-EOB-CODE.                            03110000
00214                  35  P3815237-EOB-CODE                           03120000
00215                      OCCURS 0002 TIMES                          03130000
00216                      INDEXED BY PX3815237-EOB-CODE              03140000
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00217                                PIC 9(3).                          03150000
00223                 30  P3815296-CURR-LOCATION-DATA.                 03160000
00224                   35  P3815217-CLAIM-LOCATION-CODE                03170000
00225                                PIC X(2).                          03180000
00226                   35  P3815237-DATE-ENTERED-LOC                   03190000
00227                                PIC 9(8).                          03200000
00228                 30  P3815296-PREV-LOCATION-DATA.                 03210000
00229                   35  P3815297-PREV-LOCATION-DATA.                03220000
00230                     40  P3815218-CLAIM-LOCATION-CODE-2            03230000
00231                                PIC X(2).                          03240000
00232                     40  P3815238-DATE-ENTERED-LOC-2               03250000
00233                                PIC 9(8).                          03260000
00232                 30  P3815236-PAT-ACCT-NO                        03270000
HIPAA                                PIC X(20).                         03280000
00191               25  P3815292-MISC-PROVIDERS.                      03290000
00192                 30  P3815214-MISC-PROV-IND                      03300000
00193                                PIC X(1).                          03310000
00192                 30  P3815234-MISC-PROV-NUMBER                   03320000
HIPAA                                PIC 9(09).                         03330000
00192                 30  P3815234-MISC-PROV-FILLER                   03331000
HIPAA                                PIC X(09).                         03332000
HIPAA               25  P3815292-MISC-PROVIDER1    REDEFINES           03340000
HIPAA                   P3815292-MISC-PROVIDERS                        03350000
HIPAA                                PIC X(19).                         03360000
00242           15  P3815293-SPECIAL-INDICATOR.                       03370000
00243             20  P3815214-SPECIAL-INDICATOR                      03380000
00244                     OCCURS 0004 TIMES                            03390000
00245                     INDEXED BY PX3815214-SPECIAL-INDICATOR       03400000
00246                                PIC X(1).                          03410000
00247         10  P3815292-CLM-HEADER-VARIABLE.                       03420000
00286           15  P3815213-CONSENT-IND                              03430000
00287                                PIC X(1).                          03440000
00291           15  P3815213-EPSDT-IND                                03450000
00292                                PIC X(1).                          03460000
00403           15  P3815234-OTHER-INSURANCE-IND                      03470000
00404                                PIC X(1).                          03480000
00403           15  P3815234-TPL-OVERRIDE                             03490000
00404                                PIC X(1).                          03500000
00321           15  P3815293-DIAGNOSIS-DATA.                          03510000
00322             20  P3815214-DIAG-STERL-IND                         03520000
00323                                PIC X(01).                         03530000
00324             20  P3815214-DIAG-ABORT-IND                         03540000
00325                                PIC X(01).                         03550000
00326             20  P3815214-DIAG-FAM-PLAN-IND                      03560000
00327                                PIC X(01).                         03570000
00328             20  P3815294-DIAG-CODE-ICD-9.                       03580000
00329               25  P3815295-DIAG-CODE-ICD-9                      03590000
HIPAA                     OCCURS 0012 TIMES                          03600000
00331                     INDEXED BY PX3815295-DIAG-CODE-ICD-9.        03610000
00332                 30  P3815216-DIAG-CODE-ICD-9                    03620000
00333                                PIC X(05).                         03630000
00254           15  P3815213-CLM-PRIOR-AUTH-IND                       03640000
00255                                PIC X(1).                          03650000
00272           15  P3815293-ATTENDING-PHYSICIAN.                     03660000
00273             20  P3815224-ATTEND-PHYS-BASE-NUM                   03670000
00274                                PIC 9(7).                          03680000
00275             20  P3815224-ATTEND-PHYS-LOC                        03690000
00276                                PIC 9(2).                          03700000
00279           15  P3815293-PERFORM-PROV-NUMBER.                     03710000
00280             20  P3815224-PERFRM-PROV-BASE-NUM                   03720000
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00281                                PIC 9(7).                          03730000
00282           20  P3815224-PERFRM-PROV-LOC                          03740000
00283                                PIC 9(2).                          03750000
00248         15  P3815243-ALLOWED-CHARGE                             03760000
00249                                PIC S9(7)V99.                      03770000
00250         15  P3815213-ALLOWED-CHRG-SOURCE                        03780000
00251                                PIC X(1).                          03790000
00252         15  P3815233-PROV-CHARGE-FACTOR                         03800000
00253                                PIC S9(7)V99.                      03810000
00254         15  P3815213-RSN-FOR-ABORT                              03820000
00255                                PIC X(1).                          03830000
00254         15  P3815213-MEDICAL-RCD-NUM                            03840000
HIPAA                                PIC X(30).                         03850000
00256         15  P3815293-FINANCIAL-CLASS.                           03860000
00257           20  P3815214-PRIMARY-PAYOR-CODE                       03870000
00258                                PIC X(1).                          03880000
00259           20  P3815214-SECONDARY-PAYOR-CODE                     03890000
00260                                PIC X(1).                          03900000
00261           20  P3815214-TERTIARY-PAYOR-CODE                      03910000
00262                                PIC X(1).                          03920000
00263         15  P3815293-TYPE-BILL.                                 03930000
00264           20  P3815224-TYPE-OF-FACILITY                         03940000
00265                                PIC 9(1).                          03950000
00266           20  P3815224-BILL-CLASS                               03960000
00267                                PIC 9(1).                          03970000
00268           20  P3815214-FREQUENCY                                03980000
00269                                PIC X(1).                          03990000
00291         15  P3815223-PATIENT-STATUS                             04000000
00292                                PIC 9(2).                          04010000
00297         15  P3815223-SPECIAL-PROGRAM-IND                        04020000
00298                                PIC X(2).                          04030000
00301         15  P3815233-COVERED-DAYS                               04040000
00302                                PIC 9(3).                          04050000
00303         15  P3815213-NON-COV-DAYS                               04060000
00304                                PIC 9(3).                          04070000
00303         15  P3815213-ADMIN-DAYS                                 04080000
00304                                PIC 9(3).                          04090000
00303         15  P3815213-DIAG-REL-GRP                               04100000
00304                                PIC 9(3).                          04110000
00303         15  P3815213-MCARE-PROV-NUMBER                          04120000
00304                                PIC X(17).                         04130000
00395         15  P3815293-HOSPITAL-MCARE-DATA.                       04140000
00397           20  P3815234-MCARE-DEDUCTIBLE-AMT                     04150000
00398                                PIC S9(5)V99.                      04160000
00399           20  P3815234-MCARE-COINS-AMT                          04170000
00400                                PIC S9(5)V99.                      04180000
00401           20  P3815234-MCARE-BLOOD-DED-AMT                      04190000
00402                                PIC S9(5)V99.                      04200000
00403           20  P3815234-DATE-PAID-BY-MCARE                       04210000
00404                                PIC 9(8).                          04220000
00403           20  P3815234-LIFETIME-RESERVE                         04230000
00404                                PIC 9(2).                          04240000
00403           20  P3815234-MCARE-COINS-DAYS                         04250000
00404                                PIC 9(2).                          04260000
00403           20  P3815234-PROV-MED-SRC-IND                         04270000
00404                                PIC X(1).                          04280000
00312         15  P3815293-BLOOD-DATA.                                04290000
00313           20  P3815234-BLOOD-FURNISHED                          04300000
00314                                PIC 9(3).                          04310000
00315           20  P3815234-BLOOD-REPLACED                           04320000
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00316                              PIC 9(3).                          04330000
00317           20  P3815234-BLOOD-NOT-REPLACED                       04340000
00318                              PIC 9(3).                          04350000
00312         15  P3815293-ADMISSION-DATA.                           04360000
00313           20  P3815234-ADMISSION-DATE                          04370000
00314                              PIC 9(8).                          04380000
00315           20  P3815224-ADMISSION-HOUR                          04390000
00316                              PIC 9(2).                          04400000
00317           20  P3815224-ADMIT-SOURCE                            04410000
00318                              PIC 9(01).                         04420000
00319           20  P3815224-ADMIT-TYPE                              04430000
00320                              PIC 9(01).                         04440000
00334         15  P3815293-NURSING-HOME-DATA.                        04450000
00336           20  P3815234-MDH-1321-INDICATOR                     04460000
00337                              PIC X(1).                          04470000
00338           20  P3815234-MDH-1321-DAYS                          04480000
00339                              PIC 9(2).                          04490000
00340           20  P3815234-MDH-1295-INDICATOR                     04500000
00341                              PIC X(1).                          04510000
00342           20  P3815234-MDH-1295-DAYS                          04520000
00343                              PIC 9(2).                          04530000
00344           20  P3815214-MDH-2129-INDICATOR                     04540000
00345                              PIC X(1).                          04550000
00346           20  P3815214-MDH-2129-DAYS                          04560000
00347                              PIC 9(2).                          04570000
00346           20  P3815214-PAT-STAT-LTC                            04580000
00347                              PIC 9(1).                          04590000
00350           20  P3815234-NH-DISCHARGE-DATE                       04600000
00351                              PIC 9(8).                          04610000
00346           20  P3815214-PAT-ASSESSED-IND                        04620000
00347                              PIC X(1).                          04630000
00358         15  P3815293-PROCEDURE-DATA.                           04640000
00359           20  P3815294-PROCEDURE-DATA.                         04650000
00360             25  P3815295-PROCEDURE-DATA                        04660000
HIPAA                    OCCURS 0012 TIMES                          04670000
00362                    INDEXED BY PX3815295-PROCEDURE-DATA.       04680000
00363               30  P3815216-PROC-CODE                         04690000
00364                              PIC X(5).                          04700000
HIPAA               30  P3815216-PROC-CODE-MODIFIER                 04710000
HIPAA                                  PIC X(2).                    04720000
HIPAA               30  P3815216-PROC-CODE-MODIFIER-2               04730000
HIPAA                                  PIC X(2).                    04740000
HIPAA               30  P3815216-PROC-CODE-MODIFIER-3               04750000
HIPAA                                  PIC X(2).                    04760000
HIPAA               30  P3815216-PROC-CODE-MODIFIER-4               04770000
HIPAA                                  PIC X(2).                    04780000
00365               30  P3815236-DATE-OF-SURGERY                   04790000
00366                              PIC 9(8).                          04800000
00367         15  P3815293-OCCURRENCE-DATA.                          04810000
00368           20  P3815294-OCCURRENCE-DATA                         04820000
HIPAA                    OCCURS 0012 TIMES                          04830000
00370                    INDEXED BY PX3815294-OCCURRENCE.           04840000
00371             25  P3815225-OCCURRENCE-CODE                       04850000
00372                              PIC 9(2).                          04860000
00373             25  P3815235-OCCURRENCE-DATE                       04870000
00374                              PIC 9(8).                          04880000
00367         15  P3815293-OCCUR-SPAN-DATA.                          04890000
00368           20  P3815294-OCCUR-SPAN-DATA                         04900000
HIPAA                    OCCURS 0012 TIMES                          04910000
00370                    INDEXED BY PX3815294-OCCUR-SPAN-DATA.      04920000
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00371              25  P3815225-OCCUR-SPAN                              04930000
00372                                  PIC X(2).                        04940000
00373              25  P3815235-OCCUR-FROM-DATE                         04950000
00374                                  PIC 9(8).                        04960000
00373              25  P3815235-OCCUR-TO-DATE                           04970000
00374                                  PIC 9(8).                        04980000
00375            15  P3815293-CONDITION-DATA.                          04990000
00376              20  P3815294-CONDITION-DATA                         05000000
HIPAA                      OCCURS 0012 TIMES                          05010000
00378                      INDEXED BY PX3815294-CONDITION-DATA.       05020000
00379              25  P3815225-CONDITION-CODE                         05030000
00380                                  PIC X(2).                        05040000
00381            15  P3815293-VALUE-DATA.                              05050000
00382              20  P3815294-VALUE-DATA                             05060000
HIPAA                      OCCURS 0012 TIMES                          05070000
00384                      INDEXED BY PX3815294-VALUE-DATA.           05080000
00385              25  P3815225-VALUE-CODE                             05090000
00386                                  PIC X(2).                        05100000
00387              25  P3815235-VALUE-DOLLAR-AMOUNT                    05110000
00388                                  PIC S9(5)V99.                    05120000
00389            15  P3815293-EST-RESPONSIBILITY.                      05130000
00390              20  P3815294-EST-RESPONSIBILITY                     05140000
00391                      OCCURS 0003 TIMES                          05150000
00392                      INDEXED BY PX3815294-EST-RESPONSIBILITY.   05160000
00393              25  P3815235-EST-RESPONSIBILITY                     05170000
00394                                  PIC S9(7)V99.                    05180000
00428          10  P3815292-CURRENT-EXCEPTION.                       05190000
00429            15  P3815293-CURRENT-EXCEPTION.                     05200000
00430              20  P3815294-CURRENT-EXCEPTION                     05210000
00431                      OCCURS 0025 TIMES                          05220000
00433                      INDEXED BY PX3815294-CURRENT-EXCEPTION.    05230000
00434              25  P3815235-EXCEPTION-CODE                         05240000
00435                                  PIC 9(3).                        05250000
00436              25  P3815215-LINE-ITEM-CODE                         05260000
00437                                  PIC X(2).                        05270000
00438              25  P3815215-EXCEPTION-STATUS                       05310000
00439                                  PIC X(1).                        05320000
00440              25  P3815235-USER-IDENTIFICATION                    05330000
00441                                  PIC 9(3).                        05340000
00442          10  P3815292-COMMITTED-EXCEPTION.                     05350000
00443            15  P3815293-COMMITTED-EXCEPTION.                   05360000
00444              20  P3815294-COMMITTED-EXCEPTION                   05370000
00445                      OCCURS 0025 TIMES                          05380000
00447                      INDEXED BY PX3815294-COMMITTED-EXCEPTION.  05390000
00448              25  P3815235-EXCEPTION-CODE                         05400000
00449                                  PIC 9(3).                        05410000
00450              25  P3815215-LINE-ITEM-CODE                         05420000
00451                                  PIC X(2).                        05430000
00452          10  P3815292-RECIP-TPL-DTL-DATA.                      05470000
00453            15  P3815293-RECIP-TPL-DTL-DATA                     05480000
00454                      OCCURS 0003 TIMES                          05490000
00456                      INDEXED BY PX3815293-RECIP-TPL-DTL-DATA.   05500000
00457              20  P3815214-CARRIER-CODE                           05510000
00458                                  PIC X(06).                       05520000
00459              20  P3815214-POLICY-NUMBER                          05530000
00460                                  PIC X(15).                       05540000
00461              20  P3815214-TPL-GROUP-NUMBER                       05550000
00462                                  PIC X(15).                       05560000
00472          10  P3815292-RELATED-HISTORY.                         05570000
00473            15  P3815293-RELATED-HISTORY.                       05580000
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00474           20  P3815294-RELATED-HISTORY.                        05590000
00475             25  P3815295-RELATED-HISTORY                       05600000
00476                     OCCURS 0025 TIMES                         05610000
00478                     INDEXED BY PX3815295-RELATED-HISTORY.     05620000
00479               30  P3815296-LINE-ITEM-CODE.                    05630000
00029                 35  P3815236-LINE-ITEM-CODE                  05640000
00030                               PIC X(2).                       05650000
00029                 35  P3815236-LINE-ITEM-CODE-2                05690000
00030                               PIC X(3).                       05700000
HIPAA                 35  P3815236-LINE-ITEM-CODE3 REDEFINES       05710000
HIPAA                     P3815236-LINE-ITEM-CODE-2                 05720000
HIPAA                               PIC 9(03).                      05730000
00481               30  P3815236-INVOICE-CONTROL-NUM.               05740000
00029                 35  P3815236-CLM-INPUT-MEDIUM-IND4           05750000
00030                               PIC 9(1).                       05760000
00031                 35  P3815236-BATCH-DATE4                     05770000
00032                               PIC 9(5).                       05780000
00033                 35  P3815236-MACH-REEL-FILL4                 05790000
00034                               PIC 9(02).                      05800000
00037                 35  P3815236-BATCH-NUMBER4                   05810000
00038                               PIC 9(3).                       05820000
00039                 35  P3815236-DOCUMENT-NUMBER4                05830000
00040                               PIC 9(04).                      05840000
00041                 35  P3815236-LINE-NUMBER4                    05850000
00042                               PIC 9(2).                       05860000
00483               30  P3815236-EXCEPTION-CODE                    05870000
00484                               PIC 9(3).                       05880000
00485               30  P3815236-DATE-PAID                         05890000
00486                               PIC 9(8).                       05900000
00487       10  P3815292-CLM-DETAIL.                                05910000
00488         15  P3815293-LINE-ITEM                                05920000
00489                     OCCURS 0050 TIMES                         05930000
00491                     INDEXED BY PX3815293-LINE-ITEM.           05940000
00492           20  P3815214-LINE-ITEM-CODE                        05950000
HIPAA                               PIC X(02).                      05960000
HIPAA           20  P3815214-LINE-COUNTER                          06000000
HIPAA                               PIC 9(3).                       06010000
00492           20  P3815214-LI-FIRST-DATE-OF-SVC                  06020000
00493                               PIC 9(8).                       06030000
00494           20  P3815214-PROC-CODE                             06040000
00495                               PIC X(5).                       06050000
HIPAA           20  P3815214-PROC-CODE-MODIFIER                    06060000
HIPAA                               PIC X(2).                       06070000
HIPAA           20  P3815214-PROC-CODE-MODIFIER-2                  06080000
HIPAA                               PIC X(2).                       06090000
HIPAA           20  P3815214-PROC-CODE-MODIFIER-3                  06100000
HIPAA                               PIC X(2).                       06110000
HIPAA           20  P3815214-PROC-CODE-MODIFIER-4                  06120000
HIPAA                               PIC X(2).                       06130000
HIPAA           20  P3815294-PROC-MOD-EXT.                         06140000
HIPAA               25 P3815295-PROC-MOD-EXT-1                     06150000
HIPAA                               PIC X(2).                       06160000
HIPAA               25 P3815295-PROC-MOD-EXT-2                     06170000
HIPAA                               PIC X(2).                       06180000
HIPAA               25 P3815295-PROC-MOD-EXT-3                     06190000
HIPAA                               PIC X(2).                       06200000
HIPAA               25 P3815295-PROC-MOD-EXT-4                     06210000
HIPAA                               PIC X(2).                       06220000
HIPAA               25 FILLER                                      06210000
HIPAA                               PIC X(2).                       06220000
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HIPAA           20  P3815296-PROC-MOD-EXT REDEFINES                  06230000
HIPAA                   P3815294-PROC-MOD-EXT.                       06240000
HIPAA               25  P3815296-ALT-PROC-CODE                       06250000
HIPAA                           PIC X(05).                           06260000
HIPAA               25  P3815296-ALT-PROC-REC-NUM                    06270000
HIPAA                           PIC 9(05).                           06280000
HIPAA           20  P3815294-PROC-MOD-PRICE.                         06290000
HIPAA               25 P3815295-PROC-MOD-PRICE-1                     06300000
HIPAA                              PIC X(2).                         06310000
HIPAA               25 P3815295-PROC-MOD-PRICE-2                     06320000
HIPAA                              PIC X(2).                         06330000
HIPAA               25 P3815295-PROC-MOD-PRICE-3                     06340000
HIPAA                              PIC X(2).                         06350000
HIPAA               25 P3815295-PROC-MOD-PRICE-4                     06360000
HIPAA                              PIC X(2).                         06370000
HIPAA           20  P3815294-REVENUE-CODE1.                         06380000
HIPAA             25  P3815214-REVENUE-CODE2                        06390000
HIPAA                              PIC X(1).                         06400000
HIPAA             25  P3815214-REVENUE-CODE                         06410000
HIPAA                              PIC X(3).                         06420000
00494           20  P3815214-MCARE-COVERAGE-IND                      06430000
00495                              PIC X(1).                         06440000
00498           20  P3815234-UNITS-OF-SERVICE                        06450000
00499                              PIC 9(5).                         06460000
00500           20  P3815234-LI-SUBMITTED-CHARGE                     06470000
HIPAA                              PIC S9(7)V99.                     06480000
00502           20  P3815234-ALLOWED-CHARGE                          06490000
00503                              PIC S9(7)V99.                     06500000
00504           20  P3815214-ALLOWED-CHRG-SOURCE                     06510000
00505                              PIC X(1).                         06520000
00504           20  P3815214-NON-COVERED-CHARGE                      06530000
00505                              PIC S9(7)V99.                     06540000
HIPAA           20  P3815294-LI-BONUS-AMOUNT.                        06550000
HIPAA             25  P3815235-LI-BONUS-AMOUNT                      06560000
HIPAA                              PIC 9(5)V99.                      06570000
00512           20  P3815294-OVERRIDE-EXCEP-DATA.                    06580000
00513             25  P3815235-OVERRIDE-EXCEP-CODE                  06590000
00514                              PIC 9(3).                         06600000
00515             25  P3815235-OVERRIDE-EXCEP-USER                  06610000
00516                              PIC 9(3).                         06620000
00517           20  P3815294-EOB-CODE.                               06630000
00518             25  P3815295-EOB-CODE                             06640000
00519                     OCCURS 0002 TIMES                          06650000
00520                     INDEXED BY PX3815295-EOB-CODE.             06660000
00521               30  P3815236-EOB-CODE                           06670000
00522                              PIC 9(3).                         06680000
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APPENDIX 25 – SAMPLE OF FILE LAYOUTS FOR FEE-FOR-SERVICE CLAIMS

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01 WS-CLAIMS-REC.
   05 CLM-ICN-NUMBER.
      10 CLM-INPUT-MEDIUM                PIC 9(01).
      10 CLM-BATCH-DATE                  PIC 9(05).
      10 CLM-MACH-REEL-FILL              PIC 9(02).
      10 CLM-BATCH-NUMBER                PIC 9(03).
      10 CLM-DOC-NUMBER                  PIC 9(04).
      10 CLM-LINE-NUMBER                 PIC 9(02).
   05 CLM-ACCOUNT-CODE                   PIC X(01).
   05 CLM-CLAIM-STATUS                   PIC X(01).
   05 CLM-CLAIM-TYPE                     PIC X(01).
   05 CLM-FIRST-DATE-OF-SVC              PIC X(10).
   05 CLM-LAST-DATE-OF-SVC               PIC X(10).
   05 CLM-DATE-PAID                      PIC X(10).
   05 CLM-ORIG-PAY-DATE                  PIC X(10).
   05 CLM-RECIP-PAY-AMT                  PIC S9(05)V99.
   05 CLM-AMT-PAID-BY-MCARE              PIC S9(07)V99.
   05 CLM-REIMBURSE-AMT                  PIC S9(07)V99.
   05 CLM-TPL-PMT-AMT                    PIC S9(07)V99.
   05 CLM-FED-FIN-PART                   PIC S9(07)V99.
   05 CLM-SPENDDOWN-AMT                  PIC S9(07)V99.
   05 CLM-NET-CHARGE                     PIC S9(07)V99.
   05 CLM-TOTAL-CHARGE                   PIC S9(07)V99.
   05 CLM-PROV-BASE                      PIC 9(07).
   05 CLM-PROV-LOC                       PIC 9(02).
   05 CLM-PROV-COS                       PIC X(02).
   05 CLM-PROV-SPEC                      PIC 9(03).
   05 CLM-PROV-TYPE                      PIC X(02).
   05 CLM-PAY-TO-PROV-BASE               PIC 9(07).
   05 CLM-PAY-TO-PROV-LOC                PIC 9(02).
   05 CLM-PAY-TO-PROV-TYPE               PIC X(02).
   05 CLM-ORIG-RECIP-ID                  PIC 9(11).
   05 CLM-RECIP-IDENT-NUM                PIC 9(11).
   05 CLM-RECIP-COUNTY                   PIC X(02).
   05 CLM-RECIP-COV-GRP                  PIC X(03).
   05 CLM-RECIP-COV-TYPE                 PIC X(01).
   05 CLM-RECIP-MCARE-IND                PIC X(01).
   05 CLM-RECIP-NH-IND                   PIC X(01).
   05 CLM-SPEC-PGM-PROV                  PIC 9(09).
   05 CLM-SPEC-PGM-PROV-2                PIC 9(09).
   05 CLM-SPEC-PGM-PROV-3                PIC 9(09).
   05 CLM-ADJUST-REASON                  PIC X(02).
   05 CLM-CREDIT-IND                     PIC X(01).
   05 CLM-MARS-COS                       PIC X(02).
   05 CLM-MARS-ELIG-BASIS                PIC X(02).
   05 CLM-MARS-MAINT-ASST-ST             PIC X(01).
   05 CLM-FED-AID-CAT                    PIC X(01).
   05 CLM-FED-COS                        PIC X(02).
   05 CLM-FED-MAINT-ASST-CD              PIC X(01).
   05 CLM-PD-UNIT-SVC                    PIC 9(07)V999.
   05 CLM-SPLIT-CLAIM-IND                PIC X(01).
```

```
05  CLM-FFP-FUND-CD                    PIC X(01).
05  CLM-MARS-CLAIM-IND                 PIC X(01).
05  CLM-TRAUMA-REL-IND                 PIC X(01).
05  CLM-PROG-PROJ-CODE                 PIC X(04).
05  CLM-SPECIAL-IND                    PIC X(01).
05  CLM-SPECIAL-IND-2                  PIC X(01).
05  CLM-SPECIAL-IND-3                  PIC X(01).
05  CLM-SPECIAL-IND-4                  PIC X(01).
05  CLM-ATTEND-PHYS-BASE               PIC 9(07).
05  CLM-ATTEND-PHYS-LOC                PIC 9(02).
05  CLM-DIAG-CD-ICD-9                  PIC X(05).
05  CLM-DIAG-CD-ICD-9-2                PIC X(05).
05  CLM-DIAG-CD-ICD-9-3                PIC X(05).
05  CLM-DIAG-CD-ICD-9-4                PIC X(05).
05  CLM-DIAG-CD-ICD-9-5                PIC X(05).
05  CLM-DIAG-CD-ICD-9-6                PIC X(05).
05  CLM-DIAG-CD-ICD-9-7                PIC X(05).
05  CLM-DIAG-CD-ICD-9-8                PIC X(05).
05  CLM-DIAG-CD-ICD-9-9                PIC X(05).
05  CLM-DIAG-CD-ICD-9-10               PIC X(05).
05  CLM-DIAG-CD-ICD-9-11               PIC X(05).
05  CLM-DIAG-CD-ICD-9-12               PIC X(05).
05  CLM-DIAG-ABORT-IND                 PIC X(01).
05  CLM-DIAG-FAM-PLAN-IND              PIC X(01).
05  CLM-DIAG-STERL-IND                 PIC X(01).
05  CLM-MCARE-PROV-NUM                 PIC X(17).
05  CLM-PERFRM-PROV-BASE               PIC 9(07).
05  CLM-PERFRM-PROV-LOC                PIC 9(02).
05  CLM-REFER-PROV-BASE                PIC 9(07).
05  CLM-REFER-PROV-LOC                 PIC 9(02).
05 CLM-RENDER-PROV-BASE                PIC 9(07).
05  CLM-RENDER-PROV-LOC                PIC 9(02).
05  CLM-SPECIAL-PROGRAM                PIC X(02).
05  CLM-RSN-FOR-ABORT                  PIC X(01).
05  CLM-HCFA-FAC-BASE                  PIC 9(07).
05  CLM-HCFA-FAC-LOC                   PIC 9(02).
05  CLM-PRIOR-AUTH                     PIC X(01).
05  CLM-OTHER-INS                      PIC X(01).
05  CLM-TPL-OVERRIDE                   PIC X(01).
05  CLM-MCARE-COINS-AMT                PIC S9(05)V99.
05  CLM-MCARE-DEDUCT-AMT               PIC S9(05)V99.
05  CLM-DATE-PD-BY-MCARE               PIC X(10).
05  CLM-PROV-MED-SRCE-IND              PIC X(01).
05  CLM-ALLOWED-CHARGE                 PIC S9(07)V99.
05  CLM-ALLOW-CHRG-SOURCE              PIC X(01).
05  CLM-KEYED-CLAIM-TYPE               PIC X(02).
05  CLM-CONSENT-IND                    PIC X(01).
05  CLM-LI-FIRST-DATE-OF-SVC           PIC X(10).
05  CLM-LI-LAST-DATE-OF-SVC            PIC X(10).
05  CLM-DET-DIAG-CD-ICD-9              PIC X(05).
05  CLM-DIAG-IND                       PIC X(01).
05  CLM-DIAG-IND-2                     PIC X(01).
05  CLM-DIAG-IND-3                     PIC X(01).
05  CLM-DIAG-IND-4                     PIC X(01).
```

```
05  CLM-EMPLOY-REL-IND                PIC X(01).
05  CLM-ACCIDENT-IND                  PIC X(01).
05  CLM-ASC-FACILITY-CODE             PIC X(01).
05  CLM-PROV-HMO-RT-ID                PIC X(01).
05  CLM-DET-ALLOW-CHARGE              PIC S9(07)V99.
05  CLM-DET-ALLOW-CHRG-SOURCE         PIC X(01).

05  CLM-NON-COV-CHARGE                PIC S9(07)V99.
05  CLM-REVENUE-CODE                  PIC X(04).
05  CLM-LI-TPL-AMT                    PIC S9(07)V99.
05  CLM-PLACE-OF-SVC                  PIC X(02).
05  CLM-MCARE-COV-IND                 PIC X(01).
05  CLM-SUBMITTED-UNITS               PIC 9(05).
05  CLM-TYPE-OF-PROFESS               PIC X(02).
05  CLM-UNITS-OF-SVC                  PIC 9(05).
05  CLM-MCARE-ALLOWED-AMT             PIC S9(07)V99.
05  CLM-PROC-CODE                     PIC X(05).
05  CLM-PROC-ABORT-IND                PIC X(01).
05  CLM-PROC-CODE-MOD                 PIC X(02).
05  CLM-PROC-CODE-MOD-2               PIC X(02).
05  CLM-PROC-FAM-PLAN-IND             PIC X(01).
05  CLM-PROC-HYSTER-IND               PIC X(01).
05  CLM-PROC-MULT-SURG-IND            PIC X(01).
05  CLM-PROC-STERIL-IND               PIC X(01).
05  CLM-VISIT-SURG-IND                PIC X(01).
05  CLM-EMERG-IND                     PIC X(01).
05  CLM-EPSDT-IND                     PIC X(01).
05  CLM-LIFETIME-SVC-IND              PIC X(01).
05  CLM-NEW-PAT-EXEMPT-IND            PIC X(01).
05  CLM-ADMIN-DAYS                    PIC 9(03).
05  CLM-BILL-CLASS                    PIC 9(01).
05  CLM-COVERED-DAYS                  PIC 9(03).
05  CLM-DIAG-REL-GROUP                PIC 9(03).
05  CLM-FREQUENCY                     PIC X(01).
05  CLM-NON-COV-DAYS                  PIC 9(03).
05  CLM-PATIENT-STATUS                PIC 9(02).
05  CLM-FACILITY-TYPE                 PIC 9(01).
05  CLM-MED-REC-NUM                   PIC X(13).
05  CLM-PRIM-PAYOR-CODE               PIC X(01).
05  CLM-SECOND-PAYOR-CODE             PIC X(01).
05  CLM-TERT-PAYOR-CODE               PIC X(01).
05  CLM-MCARE-COINS-DAYS              PIC 9(02).
05  CLM-LIFETIME-RESERVE              PIC 9(02).
05  CLM-BLOOD-FURNISHED               PIC 9(03).
05  CLM-BLOOD-NOT-REPLACE             PIC 9(03).
05  CLM-BLOOD-REPLACED                PIC 9(03).
05  CLM-ADMIT-DATE                    PIC X(10).
05  CLM-ADMIT-HOUR                    PIC 9(02).
05  CLM-ADMIT-SOURCE                  PIC 9(01).
05  CLM-ADMIT-TYPE                    PIC 9(01).
05  CLM-NH-DISCHARGE-DATE             PIC X(10).
05  CLM-PATIENT-STAT-LTC              PIC 9(01).
05  CLM-PAT-ASSESS-IND                PIC X(01).
05  CLM-INST-PROC-CODE                PIC X(05).
```

```
05  CLM-INST-PROC-CODE-2                PIC X(05).
05  CLM-INST-PROC-CODE-3                PIC X(05).
05  CLM-INST-PROC-CODE-4                PIC X(05).
05  CLM-INST-PROC-CODE-5                PIC X(05).
05  CLM-INST-PROC-CODE-6                PIC X(05).
05  CLM-INST-PROC-CODE-7                PIC X(05).
05  CLM-INST-PROC-CODE-8                PIC X(05).
05  CLM-INST-PROC-CODE-9                PIC X(05).
05  CLM-INST-PROC-CODE-10               PIC X(05).
05  CLM-INST-PROC-CODE-11               PIC X(05).
05  CLM-INST-PROC-CODE-12               PIC X(05).
05  CLM-SURGERY-DATE                    PIC X(10).
05  CLM-SURGERY-DATE-2                  PIC X(10).
05  CLM-SURGERY-DATE-3                  PIC X(10).
05  CLM-SURGERY-DATE-4                  PIC X(10).
05  CLM-SURGERY-DATE-5                  PIC X(10).
05  CLM-SURGERY-DATE-6                  PIC X(10).
05  CLM-SURGERY-DATE-7                  PIC X(10).
05  CLM-SURGERY-DATE-8                  PIC X(10).
05  CLM-SURGERY-DATE-9                  PIC X(10).
05  CLM-SURGERY-DATE-10                 PIC X(10).
05  CLM-SURGERY-DATE-11                 PIC X(10).
05  CLM-SURGERY-DATE-12                 PIC X(10).
05  CLM-OCCURRENCE-CODE                 PIC X(02).
05  CLM-OCCURRENCE-CODE-2               PIC X(02).
05  CLM-OCCURRENCE-CODE-3               PIC X(02).
05  CLM-OCCURRENCE-CODE-4               PIC X(02).
05  CLM-OCCURRENCE-CODE-5               PIC X(02).
05  CLM-OCCURRENCE-CODE-6               PIC X(02).
05  CLM-OCCURRENCE-CODE-7               PIC X(02).
05  CLM-OCCURRENCE-CODE-8               PIC X(02).
05  CLM-OCCURRENCE-CODE-9               PIC X(02).
05  CLM-OCCURRENCE-CODE-10              PIC X(02).
05  CLM-OCCURRENCE-CODE-11              PIC X(02).
05  CLM-OCCURRENCE-CODE-12              PIC X(02).
05  CLM-OCCURRENCE-DATE                 PIC X(10).
05  CLM-OCCURRENCE-DATE-2               PIC X(10).
05  CLM-OCCURRENCE-DATE-3               PIC X(10).
05  CLM-OCCURRENCE-DATE-4               PIC X(10).
05  CLM-OCCURRENCE-DATE-5               PIC X(10).
05  CLM-OCCURRENCE-DATE-6               PIC X(10).
05  CLM-OCCURRENCE-DATE-7               PIC X(10).
05  CLM-OCCURRENCE-DATE-8               PIC X(10).
05  CLM-OCCURRENCE-DATE-9               PIC X(10).
05  CLM-OCCURRENCE-DATE-10              PIC X(10).
05  CLM-OCCURRENCE-DATE-11              PIC X(10).
05  CLM-OCCURRENCE-DATE-12              PIC X(10).
05  CLM-VALUE-CODE                      PIC X(02).
05  CLM-VALUE-CODE-2                    PIC X(02).
05  CLM-VALUE-CODE-3                    PIC X(02).
05  CLM-VALUE-CODE-4                    PIC X(02).
05  CLM-VALUE-CODE-5                    PIC X(02).
05  CLM-VALUE-CODE-6                    PIC X(02).
05  CLM-VALUE-CODE-7                    PIC X(02).
```

05 CLM-VALUE-CODE-8 PIC X(02).
05 CLM-VALUE-CODE-9 PIC X(02).
05 CLM-VALUE-CODE-10 PIC X(02).
05 CLM-VALUE-CODE-11 PIC X(02).
05 CLM-VALUE-CODE-12 PIC X(02).
05 CLM-VAL-DOLLAR-AMT PIC S9(05)V99.
05 CLM-VAL-DOLLAR-AMT-2 PIC S9(05)V99.
05 CLM-VAL-DOLLAR-AMT-3 PIC S9(05)V99.
05 CLM-VAL-DOLLAR-AMT-4 PIC S9(05)V99.
05 CLM-VAL-DOLLAR-AMT-5 PIC S9(05)V99.
05 CLM-VAL-DOLLAR-AMT-6 PIC S9(05)V99.
05 CLM-VAL-DOLLAR-AMT-7 PIC S9(05)V99.
05 CLM-VAL-DOLLAR-AMT-8 PIC S9(05)V99.
05 CLM-VAL-DOLLAR-AMT-9 PIC S9(05)V99.
05 CLM-VAL-DOLLAR-AMT-10 PIC S9(05)V99.
05 CLM-VAL-DOLLAR-AMT-11 PIC S9(05)V99.
05 CLM-VAL-DOLLAR-AMT-12 PIC S9(05)V99.
05 CLM-EST-RESPONSIBIL PIC S9(07)V99.
05 CLM-EST-RESPONSIBIL-2 PIC S9(07)V99.
05 CLM-EST-RESPONSIBIL-3 PIC S9(07)V99.
05 CLM-DIAG-CD-ICD-10 PIC X(07).
05 CLM-DIAG-CD-ICD-10-2 PIC X(07).
05 CLM-DIAG-CD-ICD-10-3 PIC X(07).
05 CLM-DIAG-CD-ICD-10-4 PIC X(07).
05 CLM-DIAG-CD-ICD-10-5 PIC X(07).
05 CLM-DIAG-CD-ICD-10-6 PIC X(07).
05 CLM-DIAG-CD-ICD-10-7 PIC X(07).
05 CLM-DIAG-CD-ICD-10-8 PIC X(07).
05 CLM-DIAG-CD-ICD-10-9 PIC X(07).
05 CLM-DIAG-CD-ICD-10-10 PIC X(07).
05 CLM-DIAG-CD-ICD-10-11 PIC X(07).
05 CLM-DIAG-CD-ICD-10-12 PIC X(07).
05 CLM-INST-PROC-CODE10 PIC X(07).
05 CLM-INST-PROC-CODE-10-2 PIC X(07).
05 CLM-INST-PROC-CODE-10-3 PIC X(07).
05 CLM-INST-PROC-CODE-10-4 PIC X(07).
05 CLM-INST-PROC-CODE-10-5 PIC X(07).
05 CLM-INST-PROC-CODE-10-6 PIC X(07).
05 CLM-INST-PROC-CODE-10-7 PIC X(07).
05 CLM-INST-PROC-CODE-10-8 PIC X(07).
05 CLM-INST-PROC-CODE-10-9 PIC X(07).
05 CLM-INST-PROC-CODE-10-10 PIC X(07).
05 CLM-INST-PROC-CODE-10-11 PIC X(07).
05 CLM-INST-PROC-CODE-10-12 PIC X(07).

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      ****************************************************************P3815500
        *                                                               09/14/93
        *                        P3815500                               09/14/93
        *    THIS IS THE INTERNAL RECORD LAYOUT OF THE MEDICAL          P3815500
        *    ENCOUNTER.                                                    LV001
        *                                                               P3815500
        ****************************************************************P3815500
        *                                                               P3815500
         01  P3815500-MEDICAL-CLAIM.                                    P3815500
               10  P3815592-CLM-HEADER-COMMON.                          P3815500
                 15  P3815513-RECORD-CODE                               P3815500
                                      PIC X(2).                        P3815500
                 15  P3815513-SORT-KEY                                  P3815500
                                      PIC X(30).                       P3815500
HIPAA            15  P3815513-RECORD-SEQ
HIPAA                                 PIC 9(2).
HIPAA            15  P3815513-TOT-OF-LINE-ITEMS
HIPAA                                 PIC 9(3).
                 15  P3815593-OCCURRENCE-COUNTERS.                      P3815500
                   20  P3815534-NUM-OF-LINE-ITEMS                       P3815500
                                      PIC 9(03).                       P3815500
                   20  P3815534-NUM-OF-CURR-EXCEP                       P3815500
                                      PIC 9(3).                        P3815500
                   20  P3815534-NUM-OF-COMM-EXCEP                       P3815500
                                      PIC 9(3).                        P3815500
                   20  P3815534-NUM-OF-TPL-SEGMENTS                     P3815500
                                      PIC 9(3).                        P3815500
                   20  P3815534-NUM-OF-RELATED-HIST                     P3815500
                                      PIC 9(3).                        P3815500
HIPAA            15  P3815513-TRANSLATOR-CONTROL-NM                     P3815500
HIPAA                                 PIC X(12).                       P3815500
HIPAA            15  P3815513-TRANSLATOR-VERSION                        P3815500
HIPAA                                 PIC X(12).                       P3815500
HIPAA            15  P3815513-TRANS-BEHAVIOR-CODE                       N1415200
HIPAA                                 PIC X(01).                       N1415200
                 15  P3815593-INVOICE-CONTROL-NUM.                        P38155

                   20  P3815524-CLM-INPUT-MEDIUM-IND                    P3815500
                                      PIC 9(1).                        P3815500
                   20  P3815524-BATCH-DATE                              P3815500
                                      PIC 9(5).                        P3815500
                   20  P3815524-MACH-REEL-FILL                          P3815500
                                      PIC 9(02).                       P3815500
                   20  P3815524-BATCH-NUMBER                            P3815500
                                      PIC 9(3).                        P3815500
                   20  P3815524-DOCUMENT-NUMBER                         P3815500
                                      PIC 9(04).                       P3815500
                   20  P3815524-LINE-NUMBER                             P3815500
                                      PIC 9(2).                        P3815500
                 15  P3815513-ACCOUNTING-CODE                           P3815500
                                      PIC X(1).                        P3815500
                 15  P3815513-CLAIM-STATUS                              P3815500
                                      PIC X(1).                        P3815500
                 15  P3815513-CLM-TYP                                   P3815500
                                      PIC X(1).                        P3815500
                 15  P3815513-TEST-PROD-IND                             P3815500
```

```
                              PIC X(1).                          P3815500
           15  P3815593-CLAIM-DATES.                             P3815500
             20  P3815534-FIRST-DATE-OF-SVC                      P3815500
                              PIC 9(8).                          P3815500
             20  P3815534-LAST-DATE-OF-SVC                       P3815500
                              PIC 9(8).                          P3815500
             20  P3815534-DATE-BILLED                            P3815500
                              PIC 9(8).                          P3815500
             20  P3815534-ENTRY-DATE                             P3815500
                              PIC 9(8).                          P3815500
             20  P3815534-SUSPENSE-DATE                          P3815500
                              PIC 9(8).                          P3815500
             20  P3815534-LAST-CYCLE-DATE                        P3815500
                              PIC 9(8).                          P3815500
             20  P3815534-DATE-OF-ADJUDICATION                   P3815500
                              PIC 9(8).                          P3815500
             20  P3815534-REMIT-PROCESS-DATE                     P3815500
                              PIC 9(8).                          P3815500
             20  P3815534-DATE-PAID                              P3815500
                              PIC 9(8).                          P3815500
             20  P3815534-CHECK-DATE                             P3815500
                              PIC 9(8).                          P3815500
             20  P3815534-ORIG-PAYMENT-DATE                      P3815500
                              PIC 9(8).                          P3815500
             20  P3815534-DATE-TO-HIST                           P3815500
                              PIC 9(8).                          P3815500
           15  P3815593-CLAIM-PAYMENT-DATA.                      P3815500
             20  P3815534-TOTAL-CLAIM-CHARGE                     P3815500
                              PIC S9(7)V99.                      P3815500
             20  P3815534-CLM-RECIP-PMT-AMT                      P3815500
                              PIC S9(7)V99.                      P3815500
             20  P3815534-THIRD-PARTY-PMT-AMT                    P3815500
                              PIC S9(7)V99.                      P3815500
             20  P3815534-AMT-PAID-BY-MCARE                      P3815500
                              PIC S9(7)V99.                      P3815500
             20  P3815534-NET-CLAIM-CHARGE                       P3815500
                              PIC S9(7)V99.                      P3815500
             20  P3815534-REIMBURSEMENT-AMOUNT                   P3815500
                              PIC S9(7)V99.                      P3815500
             20  P3815534-FED-FIN-PART                           P3815500
                              PIC S9(7)V99.                      P3815500
             20  P3815534-SPENDDOWN-AMOUNT                       P3815500
                              PIC S9(7)V99.                      P3815500
           15  P3815593-CLAIM-PROV-DATA.                         P3815500
             20  P3815594-PROV-NUMBER.                           P3815500
               25  P3815525-PROV-BASE-NUMBER                     P3815500
                              PIC 9(07).                         P3815500
               25  P3815525-PROV-LOCATION                        P3815500
                              PIC 9(02).                         P3815500
             20  P3815514-PROV-CAT-OF-SVC-CODE                   P3815500
                              PIC X(02).                         P3815500
             20  P3815514-PROV-SPEC-CODE                         P3815500
                              PIC 9(03).                         P3815500
             20  P3815514-PROV-TYPE                              P3815500
                              PIC X(02).                         P3815500
HIPAA        20  P3815534-PROV-TAXONOMY                          P3815500
HIPAA                         PIC X(10).                         P3815500
             20  P3815514-PROV-COUNTY-CODE                       P3815500
                              PIC 9(02).                         P3815500
             20  P3815534-PROV-ZIP-CODE                          P3815500
```

```
                        PIC 9(9).                          P3815500
  20  P3815594-PAY-TO-PROV-DATA.                           P3815500
    25  P3815595-PAY-TO-PROV-NUM.                          P3815500
      30  P3815526-PAY-TO-PROV-BASE-NUM                    P3815500
                        PIC 9(7).                          P3815500
      30  P3815526-PAY-TO-PROV-LOC                         P3815500
                        PIC 9(2).                          P3815500
    25  P3815515-PAY-TO-PROV-TYPE                          P3815500
                        PIC X(2).                          P3815500
  20  P3815514-PROV-PAYMENT-METHOD                         P3815500
                        PIC X(1).                          P3815500
15  P3815593-CLAIM-RECIP-DATA.                            P3815500
  20  P3815594-RECIP-IDENT-NUMBER.                         P3815500
    25  P3815525-RECIP-IDENT-NUMBER                        P3815500
                        PIC 9(11).                         P3815500
  20  P3815594-ORIGINAL-RECIP-ID.                          P3815500
    25  P3815525-ORIGINAL-RECIP-ID                         P3815500
                        PIC 9(11).                         P3815500
  20  P3815594-PROV-MC-DATA.                               N1415200
    25  P3815525-PROV-MC-PRG                               N1415200
                        PIC X(3).                          N1415200
    25  P3815525-SPEC-PGM-PROV                             N1415200
                        PIC 9(9).                          N1415200
    25  P3815595-SPEC-PGM-PROV REDEFINES                   N1415200
        P3815525-SPEC-PGM-PROV.                            N1415200
      30  P3815526-SPEC-PROV-BASE-NUM                      N1415200
                        PIC 9(7).                          N1415200
      30  P3815526-SPEC-PROV-LOCATION                      N1415200
                        PIC 9(2).                          N1415200
  20  P3815594-PROV-MC-DATA-2.                             N1415200
    25  P3815525-PROV-MC-PRG-2                             N1415200
                        PIC X(3).                          N1415200
    25  P3815525-SPEC-PGM-PROV-2                           N1415200
                        PIC 9(9).                          N1415200
    25  P3815595-SPEC-PGM-PROV-2 REDEFINES                 N1415200
        P3815525-SPEC-PGM-PROV-2.                          N1415200
      30  P3815526-SPEC-PROV-BASE-NUM-2                    N1415200
                        PIC 9(7).                          N1415200
      30  P3815526-SPEC-PROV-LOCATION-2                    N1415200
                        PIC 9(2).                          N1415200
  20  P3815594-PROV-MC-DATA-3.                             N1415200
    25  P3815525-PROV-MC-PRG-3                             N1415200
                        PIC X(3).                          N1415200
    25  P3815525-SPEC-PGM-PROV-3                           N1415200
                        PIC 9(9).                          N1415200
    25  P3815595-SPEC-PGM-PROV-3 REDEFINES                 N1415200
        P3815525-SPEC-PGM-PROV-3.                          N1415200
      30  P3815526-SPEC-PROV-BASE-NUM-3                    N1415200
                        PIC 9(7).                          N1415200
      30  P3815526-SPEC-PROV-LOCATION-3                    N1415200
                        PIC 9(2).                          N1415200
  20  P3815514-RECIP-COUNTY                                P3815500
                        PIC X(02).                         P3815500
  20  P3815514-RECIP-ZIP-CODE                              P3815500
                        PIC X(05).                         P3815500
  20  P3815594-RECIP-NAME.                                 P3815500
    25  P3815515-RECIP-LAST-NAME                           P3815500
                        PIC X(25).                         P3815500
    25  P3815515-RECIP-FIRST-NAME                          P3815500
                        PIC X(15).                         P3815500
```

```
                  25  P3815515-RECIP-MIDDLE-INIT                  P3815500
                                  PIC X(1).                        P3815500
                  25  P3815515-NAME-CODE                          P3815500
                                  PIC X(2).                        P3815500
HIPAA             20  P3815594-SUBMIT-RECIP-NAME.                 P3815500
HIPAA               25  P3815515-SUBMIT-LAST-NAME                 P3815500
HIPAA                               PIC X(25).                   P3815500
HIPAA               25  P3815515-SUBMIT-FIRST-NAME                P3815500
HIPAA                               PIC X(15).                   P3815500
HIPAA               25  P3815515-SUBMIT-MIDDLE-INIT               P3815500
HIPAA                               PIC X(1).                    P3815500
HIPAA               25  P3815515-SUBMIT-NAME-CODE                 P3815500
HIPAA                               PIC X(2).                    P3815500
                  20  P3815534-RECIP-DATE-OF-BIRTH                P3815500
                                  PIC 9(08).                       P3815500
                  20  P3815534-RECIP-AGE                          P3815500
                                  PIC 9(3).                        P3815500
                  20  P3815514-RECIP-SEX-CODE                     P3815500
                                  PIC X(01).                       P3815500
                  20  P3815514-RECIP-RACE-CODE                    P3815500
                                  PIC X(01).                       P3815500
                  20  P3815514-RECIP-MCARE-IND                    P3815500
                                  PIC X(1).                        P3815500
                  20  P3815514-RECIP-NH-INDIC                     P3815500
                                  PIC X(01).                       P3815500
                  20  P3815514-RECIP-COVERAGE-GRP                 P3815400
                                  PIC X(3).                        P3815400
                  20  P3815514-RECIP-COVERAGE-TP                  P3815400
                                  PIC X(1).                        P3815400
HIPAA             20  P3815534-BENEFITS-ASSIGN-IND                P3815500
HIPAA                               PIC X(01).                   P3815500
HIPAA             20  P3815534-CLAIM-SUBMISSION-REA               P3815500
HIPAA                               PIC X(02).                   P3815500
                15  P3815593-CLAIM-CREDIT-DATA.                  P3815500
                  20  P3815514-ADJUSTMENT-REASON                  P3815500
                                  PIC X(2).                        P3815500
                  20  P3815514-CLAIM-CREDIT-IND                   P3815500
                                  PIC X(1).                        P3815500
                  20  P3815534-ICN-OF-CREDIT.                     N1415500
                    25  P3815534-CLM-INPUT-MEDIUM-IND2            N1415500
                                  PIC 9(1).                        N1415500
                    25  P3815534-BATCH-DATE2                      N1415500
                                  PIC 9(5).                        N1415500
                    25  P3815534-MACH-REEL-FILL2                  N1415500
                                  PIC 9(02).                       N1415500
                    25  P3815534-BATCH-NUMBER2                    N1415500
                                  PIC 9(3).                        N1415500
                    25  P3815534-DOCUMENT-NUMBER2                 N1415500
                                  PIC 9(04).                       N1415500
                    25  P3815534-LINE-NUMBER2                     N1415500
                                  PIC 9(2).                        N1415500
                  20  P3815534-ICN-TO-CREDIT.                     N1415500
                    25  P3815534-CLM-INPUT-MEDIUM-IND3            N1415500
                                  PIC 9(1).                        N1415500
                    25  P3815534-BATCH-DATE3                      N1415500
                                  PIC 9(5).                        N1415500
                    25  P3815534-MACH-REEL-FILL3                  N1415500
                                  PIC 9(02).                       N1415500
                    25  P3815534-BATCH-NUMBER3                    N1415500
                                  PIC 9(3).                        N1415500
```

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                25  P3815534-DOCUMENT-NUMBER3                      N1415500
                                    PIC 9(04).                      N1415500
                25  P3815534-LINE-NUMBER3                          N1415500
                                    PIC 9(2).                       N1415500
            15  P3815594-MARS-CODES.                               P3815500
              20  P3815515-MARS-AID-CAT.                           P3815500
                25  P3815525-MARS-MAINT-ASST-STAT                    P38155
                                    PIC X(1).                       P3815500
                25  P3815525-MARS-ELIG-BASIS                         P38155
                                    PIC X(2).                       P3815500
              20  P3815525-MARS-CLM-IND                            P3815500
                                    PIC 9(1).                       P3815500
              20  P3815515-SPLIT-CLAIM-IND                         P3815500
                                    PIC X(1).                       P3815500
              20  P3815515-FFP-FUND-CD                             P3815500
                                    PIC X(1).                       P3815500
              20  P3815515-FED-CAT-SVC                             P3815500
                                    PIC X(2).                       P3815500
              20  P3815515-MARS-CAT-OF-SVC                         P3815500
                                    PIC X(2).                       P3815500
              20  P3815515-FED-MAINT-ASST-CD                       P3815500
                                    PIC X(1).                       P3815500
              20  P3815515-FED-AID-CAT                             P3815500
                                    PIC X(1).                       P3815500
              20  P3815565-PD-UNIT-SVC                             P3815500
HIPAA                               PIC S9(07)V9(3).
            15  P3815593-CLM-HEADER-MISC-DATA.                     P3815500
              20  P3815594-CLM-HEADER-MISC-DATA.                   P3815500
                25  P3815595-CLM-HEADER-MISC-DATA.                 P3815500
                  30  P3815536-REMITTANCE-ADVICE-NO                P3815500
                                    PIC 9(6).                       P3815500
                  30  P3815536-CHECK-VOUCH-NUM                     P3815500
                                    PIC 9(07).                      P3815500
                  30  P3815536-USER-IDENTIFICATION                 P3815500
                                    PIC 9(3).                       P3815500
                  30  P3815536-PRE-AUTH-NUM                        P3815500
                                    PIC X(08).                      P3815500
                  30  P3815536-NUMBER-OF-CYCLES                    P3815500
                                    PIC 9(3).                       P3815500
                  30  P3815516-TRAUMA-REL-IND                      P3815500
                                    PIC X(1).                       P3815500
                  30  P3815516-ATTACHMENT-IND                      P3815500
                                    PIC X(1).                       P3815500
                  30  P3815596-APPROPRIATION-CODE.                 P3815500
                    35  P3815517-PROG-PROJ-CODE                    P3815500
                                    PIC X(4).                       P3815500
                    35  P3815517-MDH-FUND-CD                      P3815500
                                    PIC X(1).                       P3815500
                    35  P3815537-EXPEND-FISC-YEAR                  P3815500
                                    PIC 9(2).                       P3815500
                    35  P3815517-PROV-ENROL-STAT-CD                P3815500
                                    PIC X(2).                       P3815500
                  30  P3815516-OVERRIDE-LOC-CODE                   P3815500
                                    PIC X(2).                       P3815500
                  30  P3815596-OVERRIDE-EXCEP-DATA.                P3815500
                    35  P3815537-OVERRIDE-EXCEP-CODE               P3815500
                                    PIC 9(3).                       P3815500
                    35  P3815537-OVERRIDE-EXCEP-USER               P3815500
                                    PIC 9(3).                       P3815500
                  30  P3815596-EOB-CODE.                           P3815500
```

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                    35  P3815537-EOB-CODE                           P3815500
                        OCCURS 0002 TIMES                           P3815500
                        INDEXED BY PX3815537-EOB-CODE               P3815500
                                    PIC 9(3).                       P3815500
                  30  P3815596-CURR-LOCATION-DATA.                  P3815500
                    35  P3815517-CLAIM-LOCATION-CODE               P3815500
                                    PIC X(2).                       P3815500
                    35  P3815537-DATE-ENTERED-LOC                  P3815500
                                    PIC 9(8).                       P3815500
                  30  P3815596-PREV-LOCATION-DATA.                  P3815500
                    35  P3815597-PREV-LOCATION-DATA.               P3815500
                      40  P3815518-CLAIM-LOCATION-CODE-2           P3815500
                                    PIC X(2).                       P3815500
                      40  P3815538-DATE-ENTERED-LOC-2              P3815500
                                    PIC 9(8).                       P3815500
                  30  P3815536-PAT-ACCT-NO                         P3815500
HIPAA                               PIC X(20).                      P3815500
                25  P3815593-MISC-PROVIDERS.                       P3815500
                  30  P3815514-MISC-PROV-IND                       P3815500
                                    PIC X(1).                       P3815500
                  30  P3815534-MISC-PROV-NUMBER                    P3815500
HIPAA                               PIC 9(09).                      N1415200
HIPAA             30  P3815534-MISC-PROV-FILLER                     P3815500
HIPAA                               PIC X(09).                      N1415200
HIPAA             25  P3815593-MISC-PROVIDER1 REDEFINES             P3815500
HIPAA                 P3815593-MISC-PROVIDERS                       P3815500
HIPAA                               PIC X(19).                      N1415200
            15  P3815593-SPECIAL-INDICATOR.                        P3815500
              20  P3815514-SPECIAL-INDICATOR                       P3815500
                        OCCURS 0004 TIMES                           P3815500
                        INDEXED BY PX3815514-SPECIAL-INDICATOR      P3815500
                                    PIC X(1).                       P3815500
          10  P3815592-CLM-HEADER-VARIABLE.                        P3815500
            15  P3815513-CONSENT-IND                               P3815500
                                    PIC X(1).                       P3815500
            15  P3815513-OTHER-INSURANCE-IND                       P3815500
                                    PIC X(1).                       P3815500
            15  P3815534-TPL-OVERRIDE                              P3815500
                                    PIC X(1).                       P3815500
            15  P3815593-DIAGNOSIS-DATA.                           P3815500
              20  P3815514-DIAG-STERL-IND                          P3815500
                                    PIC X(01).                      P3815500
              20  P3815514-DIAG-ABORT-IND                          P3815500
                                    PIC X(01).                      P3815500
              20  P3815514-DIAG-FAM-PLAN-IND                       P3815500
                                    PIC X(01).                      P3815500
              20  P3815594-DIAG-CODE-ICD-9.                        P3815500
                25  P3815595-DIAG-CODE-ICD-9.                      P3815500
                  30  P3815516-DIAG-CODE-ICD-9                     P3815500
HIPAA                   OCCURS 0008 TIMES                           P3815500
                        INDEXED BY PX3815516-DIAG-CODE-ICD-9        P3815500
                                    PIC X(05).                      P3815500
            15  P3815514-CLM-PRIOR-AUTH-IND                        P3815500
                                    PIC X(1).                       P3815500
            15  P3815593-REND-PROV-NUM.                            P3815500
              20  P3815524-REND-PROV-BASE-NUM                      P3815500
                                    PIC 9(7).                       P3815500
              20  P3815524-REND-PROV-LOC                           P3815500
                                    PIC 9(2).                       P3815500
            15  P3815593-REFERRING-PROV-NUM.                       P3815500
```

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              20  P3815524-REFER-PROV-BASE-NUM                        P3815500
                                  PIC 9(7).                           P3815500
              20  P3815524-REFER-PROV-LOC                             P3815500
                                  PIC 9(2).                           P3815500
            15  P3815513-KEYED-CLM-TYPE                              P3815500
                                  PIC X(2).                           P3815500
            15  P3815513-EMPLOYMENT-REL-IND                          P3815500
                                  PIC X(1).                           P3815500
            15  P3815513-H1500-ACCIDENT-IND                          P3815500
                                  PIC X(1).                           P3815500
            15  P3815514-PROV-HMO-RT-ID                              P3815500
                                  PIC X(1).                           P3815500
            15  P3815593-HCFA-FAC-NUM.                               P3815500
              20  P3815514-HCFA-FAC-BASE-NUM                         P3815500
                                  PIC 9(7).                           P3815500
              20  P3815514-HCFA-FAC-LOCATION                         P3815500
                                  PIC 9(2).                           P3815500
            15  P3815593-MCARE-PART-B-DATA.                          P3815500
              20  P3815534-MCARE-PROV-NUMBER                         P3815500
                                  PIC X(17).                          P3815500
              20  P3815534-MCARE-APPROVED-AMT                        P3815500
                                  PIC S9(5)V99.                       P3815500
              20  P3815534-MCARE-DEDUCTIBLE-AMT                      P3815500
                                  PIC S9(5)V99.                       P3815500
              20  P3815534-MCARE-COINS-AMT                           P3815500
                                  PIC S9(5)V99.                       P3815500
              20  P3815534-DATE-PAID-BY-MCARE                        P3815500
                                  PIC 9(8).                           P3815500
              20  P3815534-PROV-MED-SRC-IND                          P3815500
                                  PIC X(1).                           P3815500
            15  P3815592-TAD-DCN.                                    P3815500
              20  P3815593-TAD-DCN-1.
                25  P3815594-DCN-INPUT-MED-IND
                                  PIC 9(1).
                25  P3815594-DCN-JULIAN-DT
                                  PIC 9(5).
                25  P3815594-DCN-BATCH-NUM
                                  PIC 9(3).
                25  P3815594-DCN-DOC-NUMBER
                                  PIC 9(3).
              20  P3815593-TAD-DAYS-1                                P3815500
                                  PIC 9(3).                           P3815500
              20  P3815593-TAD-DCN-2.
                25  P3815594-DCN-INPUT-MED-IND-2
                                  PIC 9(1).
                25  P3815594-DCN-JULIAN-DT-2
                                  PIC 9(5).
                25  P3815594-DCN-BATCH-NUM-2
                                  PIC 9(3).
                25  P3815594-DCN-DOC-NUMBER-2
                                  PIC 9(3).
              20  P3815593-TAD-DAYS-2                                P3815500
                                  PIC 9(3).                           P3815500
HIPAA         15  P3815592-FILLER      PIC X(35).
          10  P3815592-CURRENT-EXCEPTION.                            P3815500
            15  P3815593-CURRENT-EXCEPTION.                          P3815500
              20  P3815594-CURRENT-EXCEPTION                         P3815500
                        OCCURS 0025 TIMES                             P3815500
                        INDEXED BY PX3815594-CURRENT-EXCEPTION.       P3815500
                25  P3815535-EXCEPTION-CODE                          P3815500
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```
                                PIC 9(3).                          P3815500
           25  P3815515-LINE-ITEM-CODE                            P3815500
                                PIC X(2).                          P3815500
           25  P3815515-EXCEPTION-STATUS                          P3815500
                                PIC X(1).                          P3815500
           25  P3815535-USER-IDENTIFICATION                       P3815500
                                PIC 9(3).                          P3815500
         10  P3815592-COMMITTED-EXCEPTION.                        P3815500
           15  P3815593-COMMITTED-EXCEPTION.                      P3815500
             20  P3815594-COMMITTED-EXCEPTION                     P3815500
                      OCCURS 0025 TIMES                            P3815500
                      INDEXED BY PX3815594-COMMITTED-EXCEPTION.    P3815500
           25  P3815535-EXCEPTION-CODE                            P3815500
                                PIC 9(3).                          P3815500
           25  P3815515-LINE-ITEM-CODE                            P3815500
                                PIC X(2).                          P3815500
         10  P3815592-RECIP-TPL-DTL-DATA.                         P3815500
           15  P3815593-RECIP-TPL-DTL-DATA                        P3815500
                      OCCURS 0003 TIMES                            P3815500
                      INDEXED BY PX3815593-RECIP-TPL-DTL-DATA.     P3815500
             20  P3815514-CARRIER-CODE                            P3815500
                                PIC X(06).                         P3815500
             20  P3815514-POLICY-NUMBER                           P3815500
                                PIC X(15).                         P3815500
             20  P3815514-TPL-GROUP-NUMBER                        P3815500
                                PIC X(15).                         P3815500
         10  P3815592-RELATED-HISTORY.                            P3815500
           15  P3815593-RELATED-HISTORY.                          P3815500
             20  P3815594-RELATED-HISTORY.                        P3815500
               25  P3815595-RELATED-HISTORY                       P3815500
                      OCCURS 0025 TIMES                            P3815500
                      INDEXED BY PX3815595-RELATED-HISTORY.        P3815500
                 30  P3815596-LINE-ITEM-CODE.                     P3815500
                   35  P3815546-LINE-ITEM-CODE                    N1415500
                                PIC X(2).                          N1415500
                   35  P3815546-LINE-ITEM-CODE-2                  N1415500
                                PIC X(3).                          N1415500
HIPAA               35  P3815546-LINE-ITEM-CODE3 REDEFINES         P3815500
HIPAA                   P3815546-LINE-ITEM-CODE-2                  P3815500
HIPAA                           PIC 9(03).                         P3815500
                 30  P3815536-INVOICE-CONTROL-NUM.                N1415500
                   35  P3815536-CLM-INPUT-MEDIUM-IND4             N1415500
                                PIC 9(1).                          N1415500
                   35  P3815536-BATCH-DATE4                       N1415500
                                PIC 9(5).                          N1415500
                   35  P3815536-MACH-REEL-FILL4                   N1415500
                                PIC 9(02).                         N1415500
                   35  P3815536-BATCH-NUMBER4                     N1415500
                                PIC 9(3).                          N1415500
                   35  P3815536-DOCUMENT-NUMBER4                  N1415500
                                PIC 9(04).                         N1415500
                   35  P3815536-LINE-NUMBER4                      N1415500
                                PIC 9(2).                          N1415500
                 30  P3815536-EXCEPTION-CODE                      P3815500
                                PIC 9(3).                          P3815500
                 30  P3815536-DATE-PAID                           P3815500
                                PIC 9(8).                          P3815500
         10  P3815592-CLM-DETAIL.                                 P3815500
           15  P3815593-LINE-ITEM                                 P3815500
HIPAA                      OCCURS 0050 TIMES                       P3815500
```

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                        INDEXED BY PX3815593-LINE-ITEM.             P3815500
00492              20  P3815514-LINE-ITEM-CODE
HIPAA                                 PIC X(02).
HIPAA              20  P3815514-LINE-COUNTER                        P3815500
HIPAA                                 PIC 9(3).                    P3815500
                   20  P3815534-LI-FIRST-DATE-OF-SVC                P3815500
                                      PIC 9(8).                    P3815500
                   20  P3815534-LI-LAST-DATE-OF-SVC                 P3815500
                                      PIC 9(8).                    P3815500
                   20  P3815534-FOLLOW-UP-DATE-LIMIT                P3815500
                                      PIC 9(8).                    P3815500
                   20  P3815534-SUBMITTED-UNITS                     P3815500
                                      PIC 9(5).                    P3815500
                   20  P3815534-UNITS-OF-SERVICE                    P3815500
                                      PIC 9(5).                    P3815500
                   20  P3815534-ALLOWED-CHARGE                      P3815500
                                      PIC S9(7)V99.                P3815500
                   20  P3815514-ALLOWED-CHRG-SOURCE                 P3815500
                                      PIC X(1).                    P3815500
                   20  P3815534-PROCEDURE-CHARGE                    P3815500
HIPAA                                 PIC S9(7)V99.                P3815500
                   20  P3815534-LI-THIRD-PARTY-AMT                  P3815500
HIPAA                                 PIC S9(7)V99.                P3815500
                   20  P3815594-MCARE-PRTB-LINE-DATA.               P3815500
                     25  P3815534-MCARE-ALLOWED-AMT                 P3815500
HIPAA                                 PIC S9(7)V99.                P3815500
                   20  P3815594-DIAGNOSTIC-IND.                     P3815500
                     25  P3815595-DIAGNOSTIC-IND
                             OCCURS 0004 TIMES
                             INDEXED BY PX3815595-DIAGNOSTIC-IND
                                      PIC X(01).                   P3815500
                   20  P3815514-ASC-FACILITY-CODE                   P3815500
                                      PIC X(1).                    P3815500
                   20  P3815514-PLACE-OF-SERVICE                    P3815500
                                      PIC X(2).                    P3815500
                   20  P3815514-TYPE-OF-PROFESSIONAL                P3815500
                                      PIC X(2).                    P3815500
                   20  P3815594-PROCEDURE-DATA.                     P3815500
                     25  P3815515-PROC-CODE                         P3815500
                                      PIC X(5).                    P3815500
                     25  P3815515-PROC-CODE-MODIFIER                P3815500
                                      PIC X(2).                    P3815500
                     25  P3815515-PROC-CODE-MODIFIER-2              P3815500
                                      PIC X(2).                    P3815500
HIPAA                25  P3815515-PROC-CODE-MODIFIER-3              P3815500
HIPAA                                 PIC X(2).                    P3815500
HIPAA                25  P3815515-PROC-CODE-MODIFIER-4              P3815500
HIPAA                                 PIC X(2).                    P3815500
HIPAA                25  P3815595-PROC-MOD-EXT.                     P3815500
HIPAA                  30  P3815596-PROC-MOD-EXT-1                  P3815500
HIPAA                                 PIC X(2).                    P3815500
HIPAA                  30  P3815596-PROC-MOD-EXT-2                  P3815500
HIPAA                                 PIC X(2).                    P3815500
HIPAA                  30  P3815596-PROC-MOD-EXT-3                  P3815500
HIPAA                                 PIC X(2).                    P3815500
HIPAA                  30  P3815596-PROC-MOD-EXT-4                  P3815500
HIPAA                                 PIC X(2).                    P3815500
HIPAA                  30  FILLER                                   P3815500
HIPAA                                 PIC X(2).                    P3815500
HIPAA                25  P3815596-PROC-MOD-EXT REDEFINES
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HIPAA                 P3815595-PROC-MOD-EXT.
HIPAA               30  P3815596-ALT-PROC-CODE
HIPAA                           PIC X(05).
HIPAA               30  P3815596-ALT-PROC-REC-NUM
HIPAA                           PIC 9(05).
HIPAA             25  P3815595-PROC-MOD-PRICE.                          P3815500
HIPAA               30  P3815596-PROC-MOD-PRICE-1                       P3815500
HIPAA                               PIC X(2).                           P3815500
HIPAA               30  P3815596-PROC-MOD-PRICE-2                       P3815500
HIPAA                               PIC X(2).                           P3815500
HIPAA               30  P3815596-PROC-MOD-PRICE-3                       P3815500
HIPAA                               PIC X(2).                           P3815500
HIPAA               30  P3815596-PROC-MOD-PRICE-4                       P3815500
HIPAA                               PIC X(2).                           P3815500
                  25  P3815515-MCARE-COVERAGE-IND                       P3815500
                                    PIC X(01).                          P3815500
                  25  P3815515-PROC-STERIL-IND                          P3815500
                                    PIC X(01).                          P3815500
                  25  P3815515-PROC-ABORT-IND                           P3815500
                                    PIC X(01).                          P3815500
                  25  P3815515-PROC-FAM-PLAN-IND                        P3815500
                                    PIC X(01).                          P3815500
                  25  P3815515-PROC-HYSTER-IND                          P3815500
                                    PIC X(01).                          P3815500
                  25  P3815515-LIFETIME-SERVICE-IND                     P3815500
                                    PIC X(01).                          P3815500
                  25  P3815515-DUP-CHECK-IND                            P3815500
                                    PIC X(01).                          P3815500
                  25  P3815515-PROC-MULT-SURG-IND                       P3815500
                                    PIC X(01).                          P3815500
                  25  P3815515-NEW-PAT-EXEMPT-IND                       P3815500
                                    PIC X(01).                          P3815500
                  25  P3815515-VISIT-SURG-IND                           P3815500
                                    PIC X(01).                          P3815500
                  25  P3815513-EPSDT-IND                                P3815500
                                    PIC X(1).                           P3815500
                  25  P3815513-EMERGENCY-IND                            P3815500
                                    PIC X(1).                           P3815500
                20  P3815594-TOOTH-DATA.                               P3815500
                  25  P3815525-TOOTH-NUMBER                             P3815500
                                    PIC 9(2).                           P3815500
                  25  P3815515-TOOTH-CHARACTER                          P3815500
                                    PIC X(1).                           P3815500
                  25  P3815515-MOUTH-QUADRANT                           P3815500
                                    PIC X(2).                           P3815500
                  25  P3815515-DIAG-CODE-ICD-9                          P3815500
                                    PIC X(5).                           P3815500
                  25  P3815595-TOOTH-SURFACE.                           P3815500
                    30  P3815596-TOOTH-SURFACE                         P3815500
                          OCCURS 0006 TIMES                             P3815500
                          INDEXED BY PX3815596-TOOTH-SURFACE.           P3815500
                      35  P3815517-TOOTH-SURFACE                        P3815500
                                    PIC X(1).                           P3815500
HIPAA             25  P3815595-TOOTH-STATUS-INFO.                       P3815500
HIPAA               30  P3815596-TOOTH-NUMBER-STATUS                    P3815500
HIPAA                               PIC X(2).                           P3815500
HIPAA               30  P3815596-TOOTH-STATUS                           P3815500
HIPAA                               PIC X(1).                           P3815500
                20  P3815594-OVERRIDE-EXCEP-DATA.                      P3815500
                  25  P3815535-OVERRIDE-EXCEP-CODE                      P3815500
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                    PIC 9(3).                          P3815500
  25  P3815535-OVERRIDE-EXCEP-USER                     P3815500
                    PIC 9(3).                          P3815500
20  P3815594-EOB-CODE.                                 P3815500
  25  P3815595-EOB-CODE                                P3815500
        OCCURS 0002 TIMES                              P3815500
        INDEXED BY PX3815595-EOB-CODE.                 P3815500
    30  P3815536-EOB-CODE                             P3815500
                    PIC 9(3).                          P381550
```

APPENDIX 27 – SAMPLE OF FILE LAYOUTS FOR MEDICAL FEE-FOR-SERVICE CLAIMS

```
01 WS-CLAIMS-REC.
    05 CLM-ICN-NUMBER.
        10 CLM-INPUT-MEDIUM              PIC 9(01).
        10 CLM-BATCH-DATE                PIC 9(05).
        10 CLM-MACH-REEL-FILL            PIC 9(02).
        10 CLM-BATCH-NUMBER              PIC 9(03).
        10 CLM-DOC-NUMBER                PIC 9(04).
        10 CLM-LINE-NUMBER               PIC 9(02).
    05 CLM-ACCOUNT-CODE                  PIC X(01).
    05 CLM-CLAIM-STATUS                  PIC X(01).
    05 CLM-CLAIM-TYPE                    PIC X(01).
    05 CLM-FIRST-DATE-OF-SVC             PIC X(10).
    05 CLM-LAST-DATE-OF-SVC              PIC X(10).
    05 CLM-DATE-PAID                     PIC X(10).
    05 CLM-ORIG-PAY-DATE                 PIC X(10).
    05 CLM-RECIP-PAY-AMT                 PIC S9(05)V99.
    05 CLM-AMT-PAID-BY-MCARE             PIC S9(07)V99.
    05 CLM-REIMBURSE-AMT                 PIC S9(07)V99.
    05 CLM-TPL-PMT-AMT                   PIC S9(07)V99.
    05 CLM-FED-FIN-PART                  PIC S9(07)V99.
    05 CLM-SPENDDOWN-AMT                 PIC S9(07)V99.
    05 CLM-NET-CHARGE                    PIC S9(07)V99.
    05 CLM-TOTAL-CHARGE                  PIC S9(07)V99.
    05 CLM-PROV-BASE                     PIC 9(07).
    05 CLM-PROV-LOC                      PIC 9(02).
    05 CLM-PROV-COS                      PIC X(02).
    05 CLM-PROV-SPEC                     PIC 9(03).
    05 CLM-PROV-TYPE                     PIC X(02).
    05 CLM-PAY-TO-PROV-BASE              PIC 9(07).
    05 CLM-PAY-TO-PROV-LOC               PIC 9(02).
    05 CLM-PAY-TO-PROV-TYPE              PIC X(02).
    05 CLM-ORIG-RECIP-ID                 PIC 9(11).
    05 CLM-RECIP-IDENT-NUM               PIC 9(11).
    05 CLM-RECIP-COUNTY                  PIC X(02).
    05 CLM-RECIP-COV-GRP                 PIC X(03).
    05 CLM-RECIP-COV-TYPE                PIC X(01).
    05 CLM-RECIP-MCARE-IND               PIC X(01).
    05 CLM-RECIP-NH-IND                  PIC X(01).
    05 CLM-SPEC-PGM-PROV                 PIC 9(09).
    05 CLM-SPEC-PGM-PROV-2               PIC 9(09).
    05 CLM-SPEC-PGM-PROV-3               PIC 9(09).
    05 CLM-ADJUST-REASON                 PIC X(02).
    05 CLM-CREDIT-IND                    PIC X(01).
    05 CLM-MARS-COS                      PIC X(02).
    05 CLM-MARS-ELIG-BASIS               PIC X(02).
    05 CLM-MARS-MAINT-ASST-ST            PIC X(01).
    05 CLM-FED-AID-CAT                   PIC X(01).
    05 CLM-FED-COS                       PIC X(02).
    05 CLM-FED-MAINT-ASST-CD             PIC X(01).
    05 CLM-PD-UNIT-SVC                   PIC 9(07)V999.
    05 CLM-SPLIT-CLAIM-IND               PIC X(01).
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05  CLM-FFP-FUND-CD                PIC X(01).
05  CLM-MARS-CLAIM-IND             PIC X(01).
05  CLM-TRAUMA-REL-IND             PIC X(01).
05  CLM-PROG-PROJ-CODE             PIC X(04).
05  CLM-SPECIAL-IND                PIC X(01).
05  CLM-SPECIAL-IND-2              PIC X(01).
05  CLM-SPECIAL-IND-3              PIC X(01).
05  CLM-SPECIAL-IND-4              PIC X(01).
05  CLM-ATTEND-PHYS-BASE           PIC 9(07).
05  CLM-ATTEND-PHYS-LOC            PIC 9(02).
05  CLM-DIAG-CD-ICD-9              PIC X(05).
05  CLM-DIAG-CD-ICD-9-2            PIC X(05).
05  CLM-DIAG-CD-ICD-9-3            PIC X(05).
05  CLM-DIAG-CD-ICD-9-4            PIC X(05).
05  CLM-DIAG-CD-ICD-9-5            PIC X(05).
05  CLM-DIAG-CD-ICD-9-6            PIC X(05).
05  CLM-DIAG-CD-ICD-9-7            PIC X(05).
05  CLM-DIAG-CD-ICD-9-8            PIC X(05).
05  CLM-DIAG-CD-ICD-9-9            PIC X(05).
05  CLM-DIAG-CD-ICD-9-10           PIC X(05).
05  CLM-DIAG-CD-ICD-9-11           PIC X(05).
05  CLM-DIAG-CD-ICD-9-12           PIC X(05).
05  CLM-DIAG-ABORT-IND             PIC X(01).
05  CLM-DIAG-FAM-PLAN-IND          PIC X(01).
05  CLM-DIAG-STERL-IND             PIC X(01).
05  CLM-MCARE-PROV-NUM             PIC X(17).
05  CLM-PERFRM-PROV-BASE           PIC 9(07).
05  CLM-PERFRM-PROV-LOC            PIC 9(02).
05  CLM-REFER-PROV-BASE            PIC 9(07).
05  CLM-REFER-PROV-LOC             PIC 9(02).
05 CLM-RENDER-PROV-BASE           PIC 9(07).
05  CLM-RENDER-PROV-LOC            PIC 9(02).
05  CLM-SPECIAL-PROGRAM            PIC X(02).
05  CLM-RSN-FOR-ABORT              PIC X(01).
05  CLM-HCFA-FAC-BASE              PIC 9(07).
05  CLM-HCFA-FAC-LOC               PIC 9(02).
05  CLM-PRIOR-AUTH                 PIC X(01).
05  CLM-OTHER-INS                  PIC X(01).
05  CLM-TPL-OVERRIDE               PIC X(01).
05  CLM-MCARE-COINS-AMT            PIC S9(05)V99.
05  CLM-MCARE-DEDUCT-AMT           PIC S9(05)V99.
05  CLM-DATE-PD-BY-MCARE           PIC X(10).
05  CLM-PROV-MED-SRCE-IND          PIC X(01).
05  CLM-ALLOWED-CHARGE             PIC S9(07)V99.
05  CLM-ALLOW-CHRG-SOURCE          PIC X(01).
05  CLM-KEYED-CLAIM-TYPE           PIC X(02).
05  CLM-CONSENT-IND                PIC X(01).
05  CLM-LI-FIRST-DATE-OF-SVC       PIC X(10).
05  CLM-LI-LAST-DATE-OF-SVC        PIC X(10).
05  CLM-DET-DIAG-CD-ICD-9          PIC X(05).
05  CLM-DIAG-IND                   PIC X(01).
05  CLM-DIAG-IND-2                 PIC X(01).
05  CLM-DIAG-IND-3                 PIC X(01).
05  CLM-DIAG-IND-4                 PIC X(01).
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05  CLM-EMPLOY-REL-IND                PIC X(01).
05  CLM-ACCIDENT-IND                  PIC X(01).
05  CLM-ASC-FACILITY-CODE             PIC X(01).
05  CLM-PROV-HMO-RT-ID                PIC X(01).
05  CLM-DET-ALLOW-CHARGE              PIC S9(07)V99.
05 CLM-DET-ALLOW-CHRG-SOURCE
                                      PIC X(01).
05  CLM-NON-COV-CHARGE                PIC S9(07)V99.
05  CLM-REVENUE-CODE                  PIC X(04).
05  CLM-LI-TPL-AMT                    PIC S9(07)V99.
05  CLM-PLACE-OF-SVC                  PIC X(02).
05  CLM-MCARE-COV-IND                 PIC X(01).
05  CLM-SUBMITTED-UNITS               PIC 9(05).
05  CLM-TYPE-OF-PROFESS               PIC X(02).
05  CLM-UNITS-OF-SVC                  PIC 9(05).
05  CLM-MCARE-ALLOWED-AMT             PIC S9(07)V99.
05  CLM-PROC-CODE                     PIC X(05).
05  CLM-PROC-ABORT-IND                PIC X(01).
05  CLM-PROC-CODE-MOD                 PIC X(02).
05  CLM-PROC-CODE-MOD-2               PIC X(02).
05  CLM-PROC-FAM-PLAN-IND             PIC X(01).
05  CLM-PROC-HYSTER-IND               PIC X(01).
05  CLM-PROC-MULT-SURG-IND            PIC X(01).
05  CLM-PROC-STERIL-IND               PIC X(01).
05  CLM-VISIT-SURG-IND                PIC X(01).
05  CLM-EMERG-IND                     PIC X(01).
05  CLM-EPSDT-IND                     PIC X(01).
05  CLM-LIFETIME-SVC-IND              PIC X(01).
05  CLM-NEW-PAT-EXEMPT-IND            PIC X(01).
05  CLM-DIAG-CD-ICD-10                PIC X(07).
05  CLM-DIAG-CD-ICD-10-2              PIC X(07).
05  CLM-DIAG-CD-ICD-10-3              PIC X(07).
05  CLM-DIAG-CD-ICD-10-4              PIC X(07).
05  CLM-DIAG-CD-ICD-10-5              PIC X(07).
05  CLM-DIAG-CD-ICD-10-6              PIC X(07).
05  CLM-DIAG-CD-ICD-10-7              PIC X(07).
05  CLM-DIAG-CD-ICD-10-8              PIC X(07).
05  CLM-DIAG-CD-ICD-10-9              PIC X(07).
05  CLM-DIAG-CD-ICD-10-10             PIC X(07).
05  CLM-DIAG-CD-ICD-10-11             PIC X(07).
05  CLM-DIAG-CD-ICD-10-12             PIC X(07).
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APPENDIX 28 – SAMPLE OF FILE LAYOUTS FOR PHARMACY FFS CLAIMS

```
01 WS-CLAIMS-REC.
   05 CLM-ICN-NUMBER.
      10 CLM-INPUT-MEDIUM          PIC 9(01).
      10 CLM-BATCH-DATE            PIC 9(05).
      10 CLM-MACH-REEL-FILL        PIC 9(02).
      10 CLM-BATCH-NUMBER          PIC 9(03).
      10 CLM-DOC-NUMBER            PIC 9(04).
      10 CLM-LINE-NUMBER           PIC 9(02).
   05 CLM-ACCOUNT-CODE             PIC X(01).
   05 CLM-CLAIM-STATUS             PIC X(01).
   05 CLM-CLAIM-TYPE               PIC X(01).
   05 CLM-FIRST-DATE-OF-SVC        PIC X(10).
   05 CLM-LAST-DATE-OF-SVC         PIC X(10).
   05 CLM-DATE-PAID                PIC X(10).
   05 CLM-ORIG-PAY-DATE            PIC X(10).
   05 CLM-RECIP-PAY-AMT            PIC S9(05)V99.
   05 CLM-AMT-PAID-BY-MCARE        PIC S9(07)V99.
   05 CLM-REIMBURSE-AMT            PIC S9(07)V99.
   05 CLM-TPL-PMT-AMT              PIC S9(07)V99.
   05 CLM-FED-FIN-PART             PIC S9(07)V99.
   05 CLM-SPENDDOWN-AMT            PIC S9(07)V99.
   05 CLM-NET-CHARGE               PIC S9(07)V99.
   05 CLM-TOTAL-CHARGE             PIC S9(07)V99.
   05 CLM-PROV-BASE                PIC 9(07).
   05 CLM-PROV-LOC                 PIC 9(02).
   05 CLM-PROV-COS                 PIC X(02).
   05 CLM-PROV-SPEC                PIC 9(03).
   05 CLM-PROV-TYPE                PIC X(02).
   05 CLM-PAY-TO-PROV-BASE         PIC 9(07).
   05 CLM-PAY-TO-PROV-LOC          PIC 9(02).
   05 CLM-PAY-TO-PROV-TYPE         PIC X(02).
   05 CLM-ORIG-RECIP-ID            PIC 9(11).
   05 CLM-RECIP-IDENT-NUM          PIC 9(11).
   05 CLM-RECIP-COUNTY             PIC X(02).
   05 CLM-RECIP-COV-GRP            PIC X(03).
   05 CLM-RECIP-COV-TYPE           PIC X(01).
   05 CLM-RECIP-MCARE-IND          PIC X(01).
   05 CLM-RECIP-NH-IND             PIC X(01).
   05 CLM-SPEC-PGM-PROV            PIC 9(09).
   05 CLM-SPEC-PGM-PROV-2          PIC 9(09).
   05 CLM-SPEC-PGM-PROV-3          PIC 9(09).
   05 CLM-ADJUST-REASON            PIC X(02).
   05 CLM-CREDIT-IND               PIC X(01).
   05 CLM-MARS-COS                 PIC X(02).
   05 CLM-MARS-ELIG-BASIS          PIC X(02).
   05 CLM-MARS-MAINT-ASST-ST       PIC X(01).
   05 CLM-FED-AID-CAT              PIC X(01).
   05 CLM-FED-COS                  PIC X(02).
   05 CLM-FED-MAINT-ASST-CD        PIC X(01).
   05 CLM-PD-UNIT-SVC              PIC 9(07)V999.
   05 CLM-SPLIT-CLAIM-IND          PIC X(01).
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05  CLM-FFP-FUND-CD                PIC X(01).
05  CLM-MARS-CLAIM-IND             PIC X(01).
05  CLM-TRAUMA-REL-IND             PIC X(01).
05  CLM-PROG-PROJ-CODE             PIC X(04).
05  CLM-SPECIAL-IND                PIC X(01).
05  CLM-SPECIAL-IND-2              PIC X(01).
05  CLM-SPECIAL-IND-3              PIC X(01).
05  CLM-SPECIAL-IND-4              PIC X(01).
05  CLM-ATTEND-PHYS-BASE           PIC 9(07).
05  CLM-ATTEND-PHYS-LOC            PIC 9(02).
05  CLM-DIAG-CD-ICD-9              PIC X(05).
05  CLM-DIAG-CD-ICD-9-2            PIC X(05).
05  CLM-DIAG-CD-ICD-9-3            PIC X(05).
05  CLM-DIAG-CD-ICD-9-4            PIC X(05).
05  CLM-DIAG-CD-ICD-9-5            PIC X(05).
05  CLM-DIAG-CD-ICD-9-6            PIC X(05).
05  CLM-DIAG-CD-ICD-9-7            PIC X(05).
05  CLM-DIAG-CD-ICD-9-8            PIC X(05).
05  CLM-DIAG-CD-ICD-9-9            PIC X(05).
05  CLM-DIAG-CD-ICD-9-10           PIC X(05).
05  CLM-DIAG-CD-ICD-9-11           PIC X(05).
05  CLM-DIAG-CD-ICD-9-12           PIC X(05).
05  CLM-DIAG-ABORT-IND             PIC X(01).
05  CLM-DIAG-FAM-PLAN-IND          PIC X(01).
05  CLM-DIAG-STERL-IND             PIC X(01).
05  CLM-MCARE-PROV-NUM             PIC X(17).
05  CLM-PERFRM-PROV-BASE           PIC 9(07).
05  CLM-PERFRM-PROV-LOC            PIC 9(02).
05  CLM-REFER-PROV-BASE            PIC 9(07).
05  CLM-REFER-PROV-LOC             PIC 9(02).
05  CLM-RENDER-PROV-BASE           PIC 9(07).
05  CLM-RENDER-PROV-LOC            PIC 9(02).
05  CLM-SPECIAL-PROGRAM            PIC X(02).
05  CLM-RSN-FOR-ABORT              PIC X(01).
05  CLM-HCFA-FAC-BASE              PIC 9(07).
05  CLM-HCFA-FAC-LOC               PIC 9(02).
05  CLM-PRIOR-AUTH                 PIC X(01).
05  CLM-OTHER-INS                  PIC X(01).
05  CLM-TPL-OVERRIDE               PIC X(01).
05  CLM-MCARE-COINS-AMT            PIC S9(05)V99.
05  CLM-MCARE-DEDUCT-AMT           PIC S9(05)V99.
05  CLM-DATE-PD-BY-MCARE           PIC X(10).
05  CLM-PROV-MED-SRCE-IND          PIC X(01).
05  CLM-ALLOWED-CHARGE             PIC S9(07)V99.
05  CLM-ALLOW-CHRG-SOURCE          PIC X(01).
05  CLM-PRESCRIPTION-NUM           PIC X(07).
05  CLM-REFILL-NUMBER              PIC X(02).
05  CLM-DRUG-CD-DIGITS-1-5         PIC X(05).
05  CLM-DRUG-CD-DIGITS-6-9         PIC X(04).
05 CLM-DRUG-CD-DIGITS-10-11       PIC X(02).
05 CLM-DRUG-GENERIC-CODE          PIC X(05).
05 CLM-DRUG-THERA-CLASS           PIC X(06).
05 CLM-DRUG-FAM-PLAN-IND          PIC X(01).
05 CLM-DRUG-DIAG-CD-ICD-9         PIC X(05).
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05 CLM-PRESC-PHYS-BASE-NM          PIC 9(07).
05 CLM-PRESC-PHYS-LOC              PIC 9(02).
05 CLM-REFILL-INDICATOR            PIC X(01).
05 CLM-DAYS-SUPPLIED               PIC 9(03).
05 CLM-DRUG-QUANTITY               PIC 9(07)V999.
05 CLM-DRUG-DISPENS-FEE            PIC S9(03)V99.
05 CLM-DISP-AS-WRIT                PIC 9(04).
05 CLM-DRUG-COMPOUND               PIC 9(04).
05 CLM-DRUG-ALLOW-CHARGE           PIC S9(07)V99.
05 CLM-DRUG-ALLOW-CHRG-SRCE
                                   PIC X(01).
05 CLM-DATE-PRESCRIBED             PIC X(10).
05 CLM-PRESC-PHYS-DEA-NUM          PIC X(09).
05  CLM-PRESC-PHYS-NPI             PIC X(10).
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00002 ****************************************************************P3815400
00001 *                                                                09/14/93
00003 *                       P3815400                                    LV001
00004 *    THIS IS THE INTERNAL RECORD LAYOUT OF THE PHARMACY CLAIM.    P3815400
00005 *                                                                P3815400
00006 ****************************************************************P3815400
00007 *                                                                P3815400
00008  01  P3815400-PHARMACY-CLAIM.                                    P3815400
00009        10  P3815492-CLM-HEADER-COMMON.                          P3815400
00010          15  P3815413-RECORD-CODE                               P3815400
00011                                    PIC X(2).                   P3815400
00012          15  P3815413-SORT-KEY                                  P3815400
00013                                    PIC X(30).                  P3815400
HIPAA          15  P3815413-RECORD-SEQ
HIPAA                                    PIC 9(2).
HIPAA          15  P3815413-TOT-OF-LINE-ITEMS
HIPAA                                    PIC 9(3).
00014          15  P3815493-OCCURRENCE-COUNTERS.                      P3815400
00015            20  P3815434-NUM-OF-LINE-ITEMS                       P3815400
00016                                    PIC 9(3).                   P3815400
00017            20  P3815434-NUM-OF-CURR-EXCEP                       P3815400
00018                                    PIC 9(3).                   P3815400
00019            20  P3815434-NUM-OF-COMM-EXCEP                       P3815400
00020                                    PIC 9(3).                   P3815400
00021            20  P3815434-NUM-OF-TPL-SEGMENTS                     P3815400
00022                                    PIC 9(3).                   P3815400
00025            20  P3815434-NUM-OF-RELATED-HIST                     P3815400
00026                                    PIC 9(3).                   P3815400
HIPAA          15  P3815413-TRANSLATOR-CONTROL-NM                     P3815400
HIPAA                                    PIC X(12).                  P3815400
HIPAA          15  P3815413-TRANSLATOR-VERSION                        P3815400
HIPAA                                    PIC X(12).                  P3815400
HIPAA          15  P3815413-TRANS-BEHAVIOR-CODE                       N1415200
HIPAA                                    PIC X(01).                  N1415200
00029          15  P3815493-INVOICE-CONTROL-NUM.                      P3815400
00030            20  P3815424-CLM-INPUT-MEDIUM-IND                    P3815400
00031                                    PIC 9(1).                   P3815400
00032            20  P3815424-BATCH-DATE                              P3815400
00033                                    PIC 9(5).                   P3815400
00034            20  P3815424-MACH-REEL-FILL                          P3815400
00035                                    PIC 9(2).                   P3815400
00038            20  P3815424-BATCH-NUMBER                            P3815400
00039                                    PIC 9(3).                   P3815400
00040            20  P3815424-DOCUMENT-NUMBER                         P3815400
00041                                    PIC 9(04).                  P3815400
00042            20  P3815424-LINE-NUMBER                             P3815400
00043                                    PIC 9(2).                   P3815400
00044          15  P3815413-ACCOUNTING-CODE                           P3815400
00045                                    PIC X(1).                   P3815400
00046          15  P3815413-CLAIM-STATUS                              P3815400
00047                                    PIC X(1).                   P3815400
00048          15  P3815413-CLM-TYP                                   P3815400
00049                                    PIC X(1).                   P3815400
00050          15  P3815413-TEST-PROD-IND                             P3815400
00051                                    PIC X(1).                   P3815400
00052          15  P3815493-CLAIM-DATES.                              P3815400
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00053           20  P3815434-FIRST-DATE-OF-SVC                      P3815400
00054                               PIC 9(8).                       P3815400
00055           20  P3815434-LAST-DATE-OF-SVC                       P3815400
00056                               PIC 9(8).                       P3815400
00057           20  P3815434-DATE-BILLED                            P3815400
00058                               PIC 9(8).                       P3815400
00059           20  P3815434-ENTRY-DATE                             P3815400
00060                               PIC 9(8).                       P3815400
00061           20  P3815434-SUSPENSE-DATE                          P3815400
00062                               PIC 9(8).                       P3815400
00063           20  P3815434-LAST-CYCLE-DATE                        P3815400
00064                               PIC 9(8).                       P3815400
00065           20  P3815434-DATE-OF-ADJUDICATION                   P3815400
00066                               PIC 9(8).                       P3815400
00065           20  P3815434-REMIT-PROCESS-DATE                     P3815400
00066                               PIC 9(8).                       P3815400
00067           20  P3815434-DATE-PAID                              P3815400
00068                               PIC 9(8).                       P3815400
00067           20  P3815434-CHECK-DATE                             P3815400
00068                               PIC 9(8).                       P3815400
00069           20  P3815434-ORIG-PAYMENT-DATE                      P3815400
00070                               PIC 9(8).                       P3815400
00071           20  P3815434-DATE-TO-HIST                           P3815400
00072                               PIC 9(8).                       P3815400
00073         15  P3815493-CLAIM-PAYMENT-DATA.                      P3815400
00074           20  P3815434-TOTAL-CLAIM-CHARGE                     P3815400
00075                               PIC S9(7)V99.                   P3815400
00076           20  P3815434-CLM-RECIP-PMT-AMT                      P3815400
00077                               PIC S9(7)V99.                   P3815400
00078           20  P3815434-THIRD-PARTY-PMT-AMT                    P3815400
00079                               PIC S9(7)V99.                   P3815400
00080           20  P3815434-AMT-PAID-BY-MCARE                      P3815400
00081                               PIC S9(7)V99.                   P3815400
00082           20  P3815434-NET-CLAIM-CHARGE                       P3815400
00083                               PIC S9(7)V99.                   P3815400
00084           20  P3815434-REIMBURSEMENT-AMOUNT                   P3815400
00085                               PIC S9(7)V99.                   P3815400
00084           20  P3815434-FED-FIN-PART                           P3815400
00085                               PIC S9(7)V99.                   P3815400
00086           20  P3815434-SPENDDOWN-AMOUNT                       P3815400
00087                               PIC S9(7)V99.                   P3815400
00088         15  P3815493-CLAIM-PROV-DATA.                         P3815400
00089           20  P3815494-PROV-NUMBER.                           P3815400
00090             25  P3815425-PROV-BASE-NUMBER                     P3815400
00091                               PIC 9(07).                      P3815400
00092             25  P3815425-PROV-LOCATION                        P3815400
00093                               PIC 9(02).                      P3815400
00094           20  P3815414-PROV-CAT-OF-SVC-CODE                   P3815400
00095                               PIC X(02).                      P3815400
00096           20  P3815414-PROV-SPEC-CODE                         P3815400
00097                               PIC 9(3).                       P3815400
00098           20  P3815414-PROV-TYPE                              P3815400
00099                               PIC X(02).                      P3815400
HIPAA           20  P3815414-PROV-TAXONOMY                          P3815400
HIPAA                               PIC X(10).                      P3815400
00100           20  P3815414-PROV-COUNTY-CODE                       P3815400
00101                               PIC 9(02).                      P3815400
00102           20  P3815434-PROV-ZIP-CODE                          P3815400
00103                               PIC 9(9).                       P3815400
00106           20  P3815494-PAY-TO-PROV-DATA.                      P3815400
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00107             25  P3815495-PAY-TO-PROV-NUM.                    P3815400
00108               30  P3815426-PAY-TO-PROV-BASE-NUM              P3815400
00109                               PIC 9(7).                       P3815400
00110               30  P3815426-PAY-TO-PROV-LOC                   P3815400
00111                               PIC 9(2).                       P3815400
00112             25  P3815415-PAY-TO-PROV-TYPE                    P3815400
00113                               PIC X(2).                       P3815400
00100           20  P3815414-PROV-PAYMENT-METHOD                  P3815400
00101                               PIC X(1).                       P3815400
00114         15  P3815493-CLAIM-RECIP-DATA.                       P3815400
00115           20  P3815494-RECIP-IDENT-NUMBER.                   P3815400
00116             25  P3815425-RECIP-IDENT-NUMBER                  P3815400
00117                               PIC 9(11).                      P3815400
00120           20  P3815494-ORIGINAL-RECIP-ID.                    P3815400
00121             25  P3815425-ORIGINAL-RECIP-ID                   P3815400
00122                               PIC 9(11).                      P3815400
00119           20  P3815494-PROV-MC-DATA.                         N1415200
00124             25  P3815425-PROV-MC-PRG                         N1415200
00126                               PIC X(3).                       N1415200
00111             25  P3815425-SPEC-PGM-PROV                       N1415200
00126                               PIC 9(9).                       N1415200
00111             25  P3815495-SPEC-PGM-PROV REDEFINES             N1415200
00111                 P3815425-SPEC-PGM-PROV.                       N1415200
00107               30  P3815426-SPEC-PROV-BASE-NUM                N1415200
00108                               PIC 9(7).                       N1415200
00109               30  P3815426-SPEC-PROV-LOCATION                N1415200
00110                               PIC 9(2).                       N1415200
00119           20  P3815494-PROV-MC-DATA-2.                       N1415200
00124             25  P3815425-PROV-MC-PRG-2                       N1415200
00126                               PIC X(3).                       N1415200
00111             25  P3815425-SPEC-PGM-PROV-2                     N1415200
00126                               PIC 9(9).                       N1415200
00111             25  P3815495-SPEC-PGM-PROV-2 REDEFINES           N1415200
00111                 P3815425-SPEC-PGM-PROV-2.                     N1415200
00107               30  P3815426-SPEC-PROV-BASE-NUM-2              N1415200
00108                               PIC 9(7).                       N1415200
00109               30  P3815426-SPEC-PROV-LOCATION-2              N1415200
00110                               PIC 9(2).                       N1415200
00119           20  P3815494-PROV-MC-DATA-3.                       N1415200
00124             25  P3815425-PROV-MC-PRG-3                       N1415200
00126                               PIC X(3).                       N1415200
00111             25  P3815425-SPEC-PGM-PROV-3                     N1415200
00126                               PIC 9(9).                       N1415200
00111             25  P3815495-SPEC-PGM-PROV-3 REDEFINES           N1415200
00111                 P3815425-SPEC-PGM-PROV-3.                     N1415200
00107               30  P3815426-SPEC-PROV-BASE-NUM-3              N1415200
00108                               PIC 9(7).                       N1415200
00109               30  P3815426-SPEC-PROV-LOCATION-3              N1415200
00110                               PIC 9(2).                       N1415200
00130           20  P3815414-RECIP-COUNTY                         P3815400
00131                               PIC X(02).                      P3815400
00132           20  P3815414-RECIP-ZIP-CODE                       P3815400
00133                               PIC X(05).                      P3815400
00134           20  P3815494-RECIP-NAME.                          P3815400
00135             25  P3815415-RECIP-LAST-NAME                     P3815400
00136                               PIC X(25).                      P3815400
00137             25  P3815415-RECIP-FIRST-NAME                    P3815400
00138                               PIC X(15).                      P3815400
00139             25  P3815415-RECIP-MIDDLE-INIT                   P3815400
00140                               PIC X(1).                       P3815400
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00139             25  P3815415-NAME-CODE                          P3815400
00140                                 PIC X(2).                    P3815400
HIPAA           20  P3815494-SUBMIT-RECIP-NAME.                  P3815400
HIPAA             25  P3815415-SUBMIT-LAST-NAME                   P3815400
HIPAA                                 PIC X(25).                 P3815400
HIPAA             25  P3815415-SUBMIT-FIRST-NAME                  P3815400
HIPAA                                 PIC X(15).                 P3815400
HIPAA             25  P3815415-SUBMIT-MIDDLE-INIT                 P3815400
HIPAA                                 PIC X(1).                  P3815400
HIPAA             25  P3815415-SUBMIT-NAME-CODE                   P3815400
HIPAA                                 PIC X(2).                  P3815400
00143           20  P3815434-RECIP-DATE-OF-BIRTH                 P3815400
00144                                 PIC 9(08).                 P3815400
00145           20  P3815434-RECIP-AGE                           P3815400
00146                                 PIC 9(3).                  P3815400
00147           20  P3815414-RECIP-SEX-CODE                      P3815400
00148                                 PIC X(01).                 P3815400
00149           20  P3815414-RECIP-RACE-CODE                     P3815400
00150                                 PIC X(01).                 P3815400
00153           20  P3815414-RECIP-MCARE-IND                     P3815400
00154                                 PIC X(1).                  P3815400
00155           20  P3815414-RECIP-NH-INDIC                      P3815400
00156                                 PIC X(01).                 P3815400
00155           20  P3815414-RECIP-COVERAGE-GRP                  P3815400
00156                                 PIC X(3).                  P3815400
00155           20  P3815414-RECIP-COVERAGE-TP                   P3815400
00156                                 PIC X(1).                  P3815400
HIPAA           20  P3815414-BENEFITS-ASSIGN-IND                 P3815400
HIPAA                                 PIC X(1).                  P3815400
HIPAA           20  P3815414-CLAIM-SUBMISSION-REA                P3815400
HIPAA                                 PIC X(2).                  P3815400
00165         15  P3815493-CLAIM-CREDIT-DATA.                    P3815400
00166           20  P3815414-ADJUSTMENT-REASON                   P3815400
00167                                 PIC X(2).                  P3815400
00168           20  P3815414-CLAIM-CREDIT-IND                    P3815400
00169                                 PIC X(1).                  P3815400
00169           20  P3815434-ICN-OF-CREDIT.                      N1415400
00029             25  P3815434-CLM-INPUT-MEDIUM-IND2             N1415400
00030                                 PIC 9(1).                  N1415400
00031             25  P3815434-BATCH-DATE2                       N1415400
00032                                 PIC 9(5).                  N1415400
00033             25  P3815434-MACH-REEL-FILL2                   N1415400
00034                                 PIC 9(2).                  N1415400
00037             25  P3815434-BATCH-NUMBER2                     N1415400
00038                                 PIC 9(3).                  N1415400
00039             25  P3815434-DOCUMENT-NUMBER2                  N1415400
00040                                 PIC 9(04).                 N1415400
00041             25  P3815434-LINE-NUMBER2                      N1415400
00042                                 PIC 9(2).                  N1415400
00171           20  P3815434-ICN-TO-CREDIT.                      N1415400
00029             25  P3815434-CLM-INPUT-MEDIUM-IND3             N1415400
00030                                 PIC 9(1).                  N1415400
00031             25  P3815434-BATCH-DATE3                       N1415400
00032                                 PIC 9(5).                  N1415400
00033             25  P3815434-MACH-REEL-FILL3                   N1415400
00034                                 PIC 9(2).                  N1415400
00037             25  P3815434-BATCH-NUMBER3                     N1415400
00038                                 PIC 9(3).                  N1415400
00039             25  P3815434-DOCUMENT-NUMBER3                  N1415400
00040                                 PIC 9(04).                 N1415400
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00041              25  P3815434-LINE-NUMBER3                          N1415400
00042                                  PIC 9(2).                      N1415400
00174          15  P3815494-MARS-CODES.                              P3815400
00176            20  P3815415-MARS-AID-CAT.                         P3815400
00176              25  P3815425-MARS-MAINT-ASST-STAT                   P38154
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00177                                  PIC X(1).                      P3815400
00176              25  P3815425-MARS-ELIG-BASIS                        P38154
00
00177                                  PIC X(2).                      P3815400
00178            20  P3815415-MARS-CLM-IND                          P3815400
00179                                  PIC 9(1).                      P3815400
00178            20  P3815415-SPLIT-CLAIM-IND                       P3815400
00179                                  PIC X(1).                      P3815400
00180            20  P3815415-FFP-FUND-CD                           P3815400
00181                                  PIC X(1).                      P3815400
00182            20  P3815415-FED-CAT-SVC                           P3815400
00183                                  PIC X(2).                      P3815400
00182            20  P3815415-MARS-CAT-OF-SVC                       P3815400
00183                                  PIC X(2).                      P3815400
00184            20  P3815415-FED-MAINT-ASST-CD                     P3815400
00185                                  PIC X(1).                      P3815400
00186            20  P3815415-FED-AID-CAT                           P3815400
00187                                  PIC X(1).                      P3815400
00188            20  P3815465-PD-UNIT-SVC                           P3815400
HIPAA                                  PIC S9(07)V9(3).               P3815400
00190          15  P3815493-CLM-HEADER-MISC-DATA.                    P3815400
00191            20  P3815494-CLM-HEADER-MISC-DATA.                 P3815400
00192              25  P3815495-CLM-HEADER-MISC-DATA.               P3815400
00193                30  P3815436-REMITTANCE-ADVICE-NO              P3815400
00194                                  PIC 9(6).                      P3815400
00195                30  P3815436-CHECK-VOUCH-NUM                   P3815400
00196                                  PIC 9(07).                     P3815400
00197                30  P3815436-USER-IDENTIFICATION               P3815400
00198                                  PIC 9(3).                      P3815400
00199                30  P3815436-PRE-AUTH-NUM                      P3815400
00200                                  PIC X(8).                      P3815400
00201                30  P3815436-NUMBER-OF-CYCLES                  P3815400
00202                                  PIC 9(3).                      P3815400
00203                30  P3815416-TRAUMA-REL-IND                    P3815400
00204                                  PIC X(1).                      P3815400
00203                30  P3815416-ATTACHMENT-IND                    P3815400
00204                                  PIC X(1).                      P3815400
00205                30  P3815496-APPROPRIATION-CODE.               P3815400
00210                  35  P3815417-PROG-PROJ-CODE                  P3815400
00206                                  PIC X(4).                      P3815400
00210                  35  P3815417-MDH-FUND-CD                    P3815400
00206                                  PIC X(1).                      P3815400
00210                  35  P3815437-EXPEND-FISC-YEAR                P3815400
00206                                  PIC 9(2).                      P3815400
00210                  35  P3815417-PROV-ENROL-STAT-CD              P3815400
00206                                  PIC X(2).                      P3815400
00207                30  P3815416-OVERRIDE-LOC-CODE                 P3815400
00208                                  PIC X(2).                      P3815400
00209                30  P3815496-OVERRIDE-EXCEP-DATA.              P3815400
00210                  35  P3815437-OVERRIDE-EXCEP-CODE             P3815400
00211                                  PIC 9(3).                      P3815400
00212                  35  P3815437-OVERRIDE-EXCEP-USER             P3815400
00213                                  PIC 9(3).                      P3815400
00214                30  P3815496-EOB-CODE.                         P3815400
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00215                 35  P3815437-EOB-CODE                          P3815400
00216                     OCCURS 0002 TIMES                          P3815400
00217                     INDEXED BY PX3815437-EOB-CODE              P3815400
00218                                 PIC 9(3).                      P3815400
00224               30  P3815496-CURR-LOCATION-DATA.                 P3815400
00225                 35  P3815417-CLAIM-LOCATION-CODE              P3815400
00226                                 PIC X(2).                      P3815400
00227                 35  P3815437-DATE-ENTERED-LOC                 P3815400
00228                                 PIC 9(8).                      P3815400
00229               30  P3815496-PREV-LOCATION-DATA.                 P3815400
00230                 35  P3815497-PREV-LOCATION-DATA.              P3815400
00231                   40  P3815418-CLAIM-LOCATION-CODE-2          P3815400
00232                                 PIC X(2).                      P3815400
00233                   40  P3815438-DATE-ENTERED-LOC-2             P3815400
00234                                 PIC 9(8).                      P3815400
00237               30  P3815496-PRESCRIPTION-NUMBER.               P3815400
00239                 35  P3815417-PRESCRIPTION-NUMBER              P3815400
00240                                 PIC X(7).                      P3815400
HIPAA                 35  P3815497-REFILL-NUMBER-1.
                         40  P3815417-REFILL-NUMBER
HIPAA                                PIC X(1).                      N1415400
HIPAA                    40  P3815417-REFILL-NUMBER2
HIPAA                                PIC X(1).                      N1415400
HIPAA                 35  FILLER                                    P3815400
HIPAA                                PIC X(11).                     P3815400
00237             25  P3815492-MISC-PROVIDERS.                      P3815400
00239               30  P3815414-MISC-PROV-IND                      P3815400
00240                                PIC X(1).                      P3815400
00239               30  P3815434-MISC-PROV-NUMBER                   P3815400
HIPAA                                PIC 9(09).                     N1415200
HIPAA               30  P3815434-MISC-PROV-FILLER                   P3815400
HIPAA                                PIC X(09).                     N1415200
HIPAA             25  P3815492-MISC-PROVIDER1 REDEFINES            P3815400
HIPAA                 P3815492-MISC-PROVIDERS                      P3815400
HIPAA                                PIC X(19).                     N1415200
00243           15  P3815493-SPECIAL-INDICATOR.                     P3815400
00244             20  P3815414-SPECIAL-INDICATOR                    P3815400
00245                   OCCURS 0004 TIMES                          P3815400
00246                   INDEXED BY PX3815414-SPECIAL-INDICATOR     P3815400
00247                                PIC X(1).                      P3815400
00248         10  P3815492-CLM-HEADER-VARIABLE.                     P3815400
00249           15  P3815493-DRUG-CODE.                             P3815400
00250             20  P3815414-DRUG-CD-DIGITS-1-5                   P3815400
00251                                PIC X(5).                      P3815400
00252             20  P3815414-DRUG-CD-DIGITS-6-9                   P3815400
00253                                PIC X(4).                      P3815400
00254             20  P3815414-DRUG-CD-DIGITS-10-11                 P3815400
00255                                PIC X(2).                      P3815400
00256           15  P3815413-DRUG-GENERIC-CODE                      P3815400
00257                                PIC X(05).                     P3815400
00258           15  P3815413-DRUG-THERA-CLASS                       P3815400
00259                                PIC X(06).                     P3815400
00260           15  P3815413-FAMILY-PLAN-IND                        P3815400
00261                                PIC X(01).                     P3815400
00262           15  P3815413-DIAG-CODE-ICD-9                        P3815400
00263                                PIC X(05).                     P3815400
00266           15  P3815493-PRESC-PHYS-PROV-NUM.                   P3815400
00267             20  P3815424-PRESC-PHYS-BASE-NUM                  P3815400
HIPAA                                PIC 9(7).                      P3815400
00269             20  P3815424-PRESC-PHYS-LOC                       P3815400
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00270                                 PIC 9(2).                          P3815400
HIPAA          15  P3815493-PRESC-PHYS-PROV-NUM1  REDEFINES             P3815400
HIPAA              P3815493-PRESC-PHYS-PROV-NUM
HIPAA                                 PIC X(09).
00273          15  P3815413-REFILL-INDICATOR                            P3815400
00274                                 PIC X(1).                          P3815400
00281          15  P3815433-DAYS-SUPPLIED                               P3815400
00282                                 PIC 9(3).                          P3815400
00283          15  P3815433-DRUG-QUANTITY                               P3815400
HIPAA                                 PIC S9(7)V9(3).                    P3815400
00285          15  P3815433-DRUG-DISPENSING-FEE                         P3815400
00286                                 PIC S9(3)V99.                      P3815400
00277          15  P3815433-DISP-AS-WRITTEN                             P3815400
00278                                 PIC 9(1).                          P3815400
00277          15  P3815433-DRUG-COMPOUND                               P3815400
00278                                 PIC 9(1).                          P3815400
00287          15  P3815433-ALLOWED-CHARGE                              P3815400
00288                                 PIC S9(7)V99.                      P3815400
00289          15  P3815413-ALLOWED-CHRG-SOURCE                         P3815400
00290                                 PIC X(1).                          P3815400
00291          15  P3815413-DATE-PRESCRIBED                             P3815400
00284                                 PIC 9(8).                          P3815400
00302        10  P3815492-CURRENT-EXCEPTION.                            P3815400
00303          15  P3815493-CURRENT-EXCEPTION.                          P3815400
00304            20  P3815494-CURRENT-EXCEPTION                         P3815400
00305                    OCCURS 0025 TIMES                              P3815400
00306                    INDEXED BY PX3815494-CURRENT-EXCEPTION.        P3815400
00307              25  P3815435-EXCEPTION-CODE                          P3815400
00308                                 PIC 9(3).                          P3815400
00309              25  P3815415-LINE-ITEM-CODE                          P3815400
00310                                 PIC X(2).                          P3815400
00311              25  P3815415-EXCEPTION-STATUS                        P3815400
00312                                 PIC X(1).                          P3815400
00313              25  P3815435-USER-IDENTIFICATION                     P3815400
00314                                 PIC 9(3).                          P3815400
HIPAA              25  P3815435-NCPCP-REJECT-CODE                       P3815500
HIPAA                                 PIC X(3).                          P3815500
00315        10  P3815492-COMMITTED-EXCEPTION.                          P3815400
00316          15  P3815493-COMMITTED-EXCEPTION.                        P3815400
00317            20  P3815494-COMMITTED-EXCEPTION                       P3815400
00318                    OCCURS 0025 TIMES                              P3815400
00319                    INDEXED BY PX3815494-COMMITTED-EXCEPTION.      P3815400
00320              25  P3815435-EXCEPTION-CODE                          P3815400
00321                                 PIC 9(3).                          P3815400
00322              25  P3815415-LINE-ITEM-CODE                          P3815400
00323                                 PIC X(2).                          P3815400
00324        10  P3815492-RECIP-TPL-DTL-DATA.                           P3815400
00325          15  P3815493-RECIP-TPL-DTL-DATA                          P3815400
00326                    OCCURS 0003 TIMES                              P3815400
00327                    INDEXED BY PX3815493-RECIP-TPL-DTL-DATA.       P3815400
00328            20  P3815414-CARRIER-CODE                              P3815400
00329                                 PIC X(06).                         P3815400
00330            20  P3815414-POLICY-NUMBER                             P3815400
00331                                 PIC X(15).                         P3815400
00332            20  P3815414-TPL-GROUP-NUMBER                          P3815400
00333                                 PIC X(15).                         P3815400
00342        10  P3815492-RELATED-HISTORY.                              P3815400
00343          15  P3815493-RELATED-HISTORY.                            P3815400
00344            20  P3815494-RELATED-HISTORY.                          P3815400
00345              25  P3815495-RELATED-HISTORY                         P3815400
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00346                    OCCURS 0025 TIMES                              P3815400
00347                    INDEXED BY PX3815495-RELATED-HISTORY.          P3815400
00348                30  P3815496-LINE-ITEM-CODE.                      P3815400
00029                  35  P3815446-LINE-ITEM-CODE                     N1415400
00030                                  PIC X(2).                       N1415400
00029                  35  P3815446-LINE-ITEM-CODE-2                   N1415400
00030                                  PIC X(3).                       N1415400
HIPAA                  35  P3815446-LINE-ITEM-CODE3 REDEFINES          P3815400
HIPAA                      P3815446-LINE-ITEM-CODE-2                   P3815400
HIPAA                                  PIC 9(03).                      P3815400
00355                30  P3815436-INVOICE-CONTROL-NUM.                 N1415400
00029                  35  P3815436-CLM-INPUT-MEDIUM-IND4              N1415400
00030                                  PIC 9(1).                       N1415400
00031                  35  P3815436-BATCH-DATE4                        N1415400
00032                                  PIC 9(5).                       N1415400
00033                  35  P3815436-MACH-REEL-FILL4                    N1415400
00034                                  PIC 9(2).                       N1415400
00037                  35  P3815436-BATCH-NUMBER4                      N1415400
00038                                  PIC 9(3).                       N1415400
00039                  35  P3815436-DOCUMENT-NUMBER4                   N1415400
00040                                  PIC 9(04).                      N1415400
00041                  35  P3815436-LINE-NUMBER4                       N1415400
00042                                  PIC 9(2).                       N1415400
00352                30  P3815436-EXCEPTION-CODE                       P3815400
00353                                  PIC 9(3).                       P3815400
00354                30  P3815436-DATE-PAID                            P3815400
00355                                  PIC 9(8).                       P3815400
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APPENDIX 30 – SAMPLE OF PROVIDER ADDRESS, CATEGORY-OF-SERVICE, GROUP, MASTER & SPECIALITY FILES

PROVIDER ADDRESS

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01  WS-HID-ADDR-REC.
    05  HID-PROV-BASE-NUM        PIC 9(07).
    05  HID-PROV-LOCATION        PIC 9(02).
    05  HID-ADD-NM-IND                 PIC X(01).
    05  HID-PROV-ADD-LN-1        PIC X(28).
    05  HID-PROV-ADD-LN-2        PIC X(28).
    05  HID-PROV-CITY            PIC X(18).
    05  HID-PROV-STATE                 PIC X(02).
    05  HID-PROV-ZIP-CODE        PIC 9(09).
    05  HID-PROV-MC-REF          PIC X(01).
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PROVIDER CATEGORY-OF-SERVICE

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01  WS-HID-SVCD-REC.
    05  HID-PROV-BASE-NUM        PIC 9(07).
    05  HID-PROV-LOCATION        PIC 9(02).
    05  HID-PROV-BGN-S-DT        PIC X(10).
    05  HID-PROV-END-S-DT        PIC X(10).
    05  HID-PROV-CAT-OF-SVC-CD
                                  PIC X(02).
    05  HID-PROV-CAT-SVC-CD-2
                                  PIC X(02).
    05  HID-PROV-CAT-SVC-CD-3
                                  PIC X(02).
    05  HID-PROV-CAT-SVC-CD-4
                                  PIC X(02).
    05  HID-PROV-CAT-SVC-CD-5
                                  PIC X(02).
    05  HID-PROV-CAT-SVC-CD-6
                                  PIC X(02).
    05  HID-PROV-CAT-SVC-CD-7
                                  PIC X(02).
    05  HID-PROV-CAT-SVC-CD-8
                                  PIC X(02).
```

PROVIDER GROUP

```
01  WS-HID-PGRP-REC.
    05  HID-PROV-BASE-NUM              PIC 9(07).
    05  HID-PROV-LOCATION              PIC 9(02).
    05  HID-PROV-MEMBER-NM             PIC 9(09).
    05  HID-PROV-G-BEG-DT              PIC X(10).
    05  HID-PROV-G-END-DT              PIC X(10).
    05  HID-RECORD-CODE                PIC X(02).
```

PROVIDER MASTER

```
01  WS-HID-PROV-REC.
    05  HID-PROV-BASE-NUM          PIC 9(07).
    05  HID-PROV-LOCATION          PIC 9(02).
    05  HID-PROV-EMP-ID                    PIC 9(09).
    05  HID-PROV-SS-NM                PIC 9(09).
    05  HID-PROV-NUM                  PIC 9(09).
    05  HID-PROV-LICENSE-NUM       PIC X(09).
    05  HID-PROV-CTY-CODE          PIC 9(02).
    05  HID-PROV-TYPE              PIC X(02).
    05  HID-PROV-NAME                 PIC X(35).
    05  HID-OUT-OF-ST-PROV-CD      PIC X(01).
    05  HID-PROV-TELE-NUM          PIC 9(10).
    05  HID-PROV-LICENSE-DT        PIC X(10).
    05  HID-PROV-LIC-EXP           PIC X(10).
    05  HID-PROV-APPL-DT           PIC X(10).
    05  HID-FED-HOLD-PROV-NUM      PIC 9(09).
    05  HID-PREV-PROV-NUM          PIC 9(09).
    05  HID-NEW-PROV-NUM           PIC 9(09).
    05  HID-TY-PRC-ORG                PIC X(02).
    05  HID-PROV-OWN-CODE          PIC X(01).
    05  HID-MCAD-AGREE             PIC X(01).
    05  HID-BILL-AGENT-IND         PIC X(01).
    05  HID-PROV-TEST-IND          PIC X(01).
    05  HID-PROV-REMIT-SEQ         PIC X(01).
    05  HID-PROV-PRINT-SUSP        PIC X(01).
    05  HID-PROV-PAY-MTHD          PIC X(01).
    05  HID-MCAR-PART                 PIC X(01).
    05  HID-NM-BEDS-TOTAL          PIC 9(05).
    05  HID-NM-BEDS-INTER          PIC 9(05).
    05  HID-NM-BEDS-MR             PIC 9(05).
    05  HID-NUM-BEDS-SKILLED       PIC 9(05).
    05  HID-NM-BEDS-OTHER          PIC 9(05).
    05  HID-NM-BEDS-INPATIENT      PIC 9(05).
    05  HID-NUM-BEDS-CH            PIC 9(05).
    05  HID-RECORD-CODE            PIC X(02).
    05  HID-PROV-CREAT-DT          PIC X(10).
    05  HID-PROV-ENROL-STAT-CD        PIC X(02).
    05  HID-PROV-SPEC-CODE         PIC 9(03).
    05  HID-PROV-NPI               PIC X(12).
    05  HID-PROV-CLIA              PIC X(10).
    05  HID-PROV-LAB-PERMIT        PIC X(10).
    05  HID-PROV-YR-END-DT         PIC X(10).
    05  HID-PROV-HMO-TYPE-CAT      PIC X(02).
    05  HID-PROV-DEA-NUMBER        PIC X(09).
```

PROVIDER SPECIALITY

```
01  WS-HID-SPEC-REC.
    05  HID-PROV-BASE-NUM      PIC 9(07).
    05  HID-PROV-LOCATION      PIC 9(02).
    05  HID-PROV-SPEC-CODE     PIC 9(03).
```

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05  HID-PROV-SPEC-CERT-DT
                              PIC X(10).
05  HID-PROV-CERT-NUM        PIC X(06).
05  HID-PROV-PRIM-SPEC       PIC X(01).
```

APPENDIX 31 – SAMPLE OF FILE LAYOUT FOR NURSING HOME FINANCIAL RESPONSIBILITY

```
01  WS-HID-REC.
    05  HID-ORIG-RECIP-ID          PIC 9(11).
    05  HID-NH-BEG-DATE            PIC X(10).
    05  HID-NH-END-DATE            PIC X(10).
    05  HID-NH-SHARE-AMT           PIC S9(05)V99.
    05  HID-NH-BED-RESERV          PIC X(01).
    05  HID-NH-TYPE                PIC X(01).
    05  HID-NH-OASDI-AMT           PIC S9(05)V99.
    05  HID-NH-PROV-NUM            PIC 9(09).
    05  HID-NH-TERM-CODE           PIC X(01).
    05  HID-LTC-DISCH-DATE         PIC X(10).
```

APPENDIX 32 – SAMPLE OF RETROSPECTIVE DUR QUARTERLY INTERVENTIONS REPORT

SAMPLE OF RDUR QUARTERLY INTERVENTIONS REPORT

Retrospective Drug Utilization Review
Provider Education and Intervention Program

Fourth Quarter 2016
RDUR Interventions

Maryland Medicaid Pharmacy Program
Department of Health and Mental Hygiene

Executive Summary

Program Background

Analysis Methodology
Specific Details of Criteria
Participant Selection
Provider Response Tabulation
Results
Intervention Summary by Criteria

CRITERIA REFERENCE NUMBER	CRITERIA DESCRIPTION	PARTICIPANTS SELECTED FOR INTERVENTION	INTERVENTION LETTERS MAILED TO PRESCRIBERS[1]	RESPONSES FROM PRESCRIBERS	INTERVENTION LETTERS MAILED TO PHARMACIES[1]	RESPONSES FROM PHARMACIES

Provider Responses to Intervention Letters

Prescriber Responses – Overuse Opioids	# Responses
Physician will reassess and modify drug therapy	
Patient no longer under this Prescriber's care	
Benefits of the drug outweigh the risk	
Patient was never under this Prescriber's care/MD did not prescribe drug	
Patient has appointment to discuss drug therapy problem	
Patient has or will discontinue therapy	
MD Response form returned blank	
MD tried to modify therapy, symptoms recurred.	
TOTAL RESPONSES	

Prescriber Responses – Duplicate Sedatives	# Responses
Prescriber Responses – MOE ≥ 50mg/day	**# Responses**
Interaction insignificant; no change in therapy	
Prescriber did not write prescription attributed to them	
Benefits of therapy outweigh the risks	
Patient has appointment to discuss therapy	
Patient under Prescriber's care but not seen recently	
Prescriber will reassess and modify therapy	
Prescriber tried to modify therapy, patient non-cooperative	
Prescriber tried to modify therapy, symptoms recurred	
TOTAL RESPONSES	
Form returned blank	
Interaction insignificant; no change in therapy	
Prescriber did not write prescription attributed to them	
Benefits of therapy outweigh the risks	
Patient has appointment to discuss therapy	
TOTAL RESPONSES	

Pharmacy Responses – Overuse Opioids	# Responses
Will counsel patient at next visit	

Patient no longer uses pharmacy or sees Prescriber	
Pharmacist disagrees, no further action taken	
Spoke to Prescriber, no change in therapy	
No change recommended, problem insignificant	
TOTAL RESPONSES	

Pharmacy Responses – Duplicate Sedatives	# Responses
Will counsel patient at next visit	
Problem insignificant; no change recommended	
Spoke to provider; expect modification in therapy	
Patient no longer uses pharmacy	
Pharmacist disagrees; no action taken	
Spoke to provider; no change in therapy	
TOTAL RESPONSES	

Pharmacy Responses – MOE ≥ 50mg/day	# Responses
Will counsel patient at next visit	
Patient no longer uses pharmacy	
TOTAL RESPONSES	

Feedback on Intervention Letters

Prescriber Feedback/ Evaluation	Total
Extremely Useful	
Useful	
Neutral	
Somewhat Useful	
Not Useful	
TOTAL RESPONSES	

Pharmacy Feedback/ Evaluation	Total
Extremely Useful	
Useful	
Neutral	
Somewhat Useful	
Not Useful	
TOTAL RESPONSES	

Results Discussion
Conclusion