



**STATE OF MARYLAND**  
**MARYLAND DEPARTMENT OF HEALTH (MDH)**  
**REQUEST FOR PROPOSALS (RFP)**  
**MAXIMIZATION OF THIRD PARTY LIABILITY**  
**RECOVERIES FOR THE STATE OF MARYLAND**  
**RFP NUMBER 20-18315**

**ISSUE DATE: JULY 16, 2019**

**NOTICE**

A Prospective Offeror that has received this document from a source other than eMarylandMarketplace (eMM) <https://emaryland.buyspeed.com/bsol> should register on eMM. See **Section 4.2**.

**MINORITY BUSINESS ENTERPRISES ARE ENCOURAGED TO  
RESPOND TO THIS SOLICITATION.**

**VENDOR FEEDBACK FORM**

To help us improve the quality of State solicitations, and to make our procurement process more responsive and business friendly, please 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 Summary Sheet below for contact information).

**Title: Maximization of Third Party Liability Recoveries for the State of Maryland**  
**Solicitation No: 20-18315**

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 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 (MDH)**  
**KEY INFORMATION SUMMARY SHEET**

<b>Request for Proposals</b>	Services - Maximization of Third Party Liability Recoveries for the State of Maryland
<b>Solicitation Number:</b>	20-18315
<b>RFP Issue Date:</b>	July 16, 2019
<b>RFP Issuing Office:</b>	Maryland Department of Health (MDH or the "Department")
<b>Procurement Officer:</b>    <b>e-mail:</b> <b>Office Phone:</b>	Dana Dembrow Office of Procurement and Support Services (OPASS) 201 W. Preston Street, Room 416A Baltimore, MD 21201 mdh.solicitationquestions@maryland.gov (410) 767-5335
<b>Contract Monitor:</b>    <b>Email:</b> <b>Office Phone:</b>	Miriam Q. Johnson, Fiscal Unit Manager DRAFS Department – MDH Office of Finance 201 W. Preston Street, Baltimore, MD 21201 <a href="mailto:Miriam.johnson@maryland.gov">Miriam.johnson@maryland.gov</a> Phone: 410-767-1772
<b>Proposals are to be sent to:</b>	Afua Tisdale, Contract Officer  Maryland Department of Health Office Of Procurement & Support Services 201 West Preston Street, 4th floor, Room 426D Baltimore, Maryland 21201
<b>Pre-Proposal Conference:</b>	July 25, 2019 at 10:00 AM Local Time, 201 W. Preston Street See <b>Attachment A</b> for directions and instructions.
<b>Questions Due Date and Time</b>	August 9, 2019 at 10:00 AM Local Time
<b>Proposal Due (Closing) Date and Time:</b>	August 20, 2019 at 2:00 PM Local Time Offerors are reminded that a completed Feedback Form is requested if a no-bid decision is made (see <b>page iv</b> ).
<b>MBE Subcontracting Goal:</b>	5%
<b>VSBE Subcontracting Goal:</b>	1%
<b>Contract Type:</b>	Firm fixed price
<b>Contract Duration:</b>	Three (3) year base period with two (2) two-year option periods
<b>Primary Place of Performance:</b>	201 W. Preston Street, 3 <sup>rd</sup> Floor Baltimore MD 21201

<b>SBR Designation:</b>	No
<b>Federal Funding:</b>	Yes

## TABLE OF CONTENTS - RFP

<b>1</b>	<b>Minimum Qualifications .....</b>	<b>9</b>
<b>2</b>	<b>Contractor Requirements: Scope of Work .....</b>	<b>10</b>
2.1	Summary Statement.....	10
2.2	Background.....	10
2.3	Scope of Work Requirements.....	12
2.4	Deliverables .....	27
2.5	Service Level Agreement (SLA) .....	30
<b>3</b>	<b>Contractor Requirements: General.....</b>	<b>33</b>
3.1	Contract Initiation Requirements.....	33
3.2	End of Contract Transition .....	33
3.3	Invoicing.....	35
3.4	Liquidated Damages .....	37
3.5	Disaster Recovery and Data .....	38
3.6	Insurance Requirements .....	39
3.7	Security Requirements.....	40
3.8	Problem Escalation Procedure.....	46
3.9	SOC 2 Type 2 Audit Report .....	47
3.10	Experience and Personnel.....	48
3.11	Substitution of Personnel.....	49
3.12	Minority Business Enterprise (MBE) Reports.....	52
3.13	Veteran Small Business Enterprise (VSBE) Reports .....	53
3.14	Work Orders .....	53
3.15	No-Cost Extensions .....	53
<b>4</b>	<b>Procurement Instructions .....</b>	<b>55</b>
4.1	Pre-Proposal Conference .....	55
4.2	eMaryland Marketplace (eMM) .....	55
4.3	Questions .....	55
4.4	Procurement Method .....	56
4.5	Proposal Due (Closing) Date and Time.....	56
4.6	Multiple or Alternate Proposals.....	56
4.7	Economy of Preparation .....	56

4.8	Public Information Act Notice .....	56
4.9	Award Basis.....	57
4.10	Oral Presentation .....	57
4.11	Duration of Proposal.....	57
4.12	Revisions to the RFP .....	57
4.13	Cancellations .....	57
4.14	Incurred Expenses .....	58
4.15	Protest/Disputes .....	58
4.16	Offeror Responsibilities.....	58
4.17	Acceptance of Terms and Conditions.....	58
4.18	Proposal Affidavit .....	59
4.19	Contract Affidavit.....	59
4.20	Compliance with Laws/Arrearages .....	59
4.21	Verification of Registration and Tax Payment .....	59
4.22	False Statements .....	59
4.23	Payments by Electronic Funds Transfer .....	60
4.24	Prompt Payment Policy .....	60
4.25	Electronic Procurements Authorized .....	60
4.26	MBE Participation Goal .....	61
4.27	VSBE Goal .....	64
4.28	Living Wage Requirements .....	65
4.29	Federal Funding Acknowledgement.....	67
4.30	Conflict of Interest Affidavit and Disclosure .....	67
4.31	Non-Disclosure Agreement .....	67
4.32	HIPAA - Business Associate Agreement .....	68
4.33	Nonvisual Access .....	68
4.34	Mercury and Products That Contain Mercury .....	68
4.35	Location of the Performance of Services Disclosure .....	68
4.36	Department of Human Services (DHS) Hiring Agreement .....	68
4.37	Small Business Reserve (SBR) Procurement .....	68
4.38	Maryland Healthy Working Families Act Requirements .....	68
<b>5</b>	<b>Proposal Format .....</b>	<b>69</b>
5.1	Two Part Submission.....	69
5.2	Proposal Delivery and Packaging.....	69

5.3	Volume I - Technical Proposal.....	70
5.4	Volume II – Financial Proposal.....	77
<b>6</b>	<b>Evaluation and Selection Process.....</b>	<b>78</b>
6.1	Evaluation Committee .....	78
6.2	Technical Proposal Evaluation Criteria.....	78
6.3	Financial Proposal Evaluation Criteria.....	78
6.4	Reciprocal Preference.....	78
6.5	Selection Procedures.....	79
6.6	Documents Required upon Notice of Recommendation for Contract Award .....	80
<b>7</b>	<b>RFP Attachments and Appendices .....</b>	<b>81</b>
<b>Attachment A.</b>	<b>Pre-Proposal Conference Response Form.....</b>	<b>85</b>
<b>Attachment B.</b>	<b>Financial Proposal Instructions &amp; Form.....</b>	<b>86</b>
<b>Attachment C.</b>	<b>Proposal Affidavit.....</b>	<b>89</b>
<b>Attachment D.</b>	<b>Minority Business Enterprise (MBE) Forms .....</b>	<b>90</b>
<b>Attachment E.</b>	<b>Veteran-Owned Small Business Enterprise (VSBE) Forms .....</b>	<b>91</b>
<b>Attachment F.</b>	<b>Maryland Living Wage Affidavit of Agreement for Service Contracts .....</b>	<b>92</b>
<b>Attachment G.</b>	<b>Federal Funds Attachments.....</b>	<b>94</b>
<b>Attachment H.</b>	<b>Conflict of Interest Affidavit and Disclosure .....</b>	<b>95</b>
<b>Attachment I.</b>	<b>Non-Disclosure Agreement (Contractor) .....</b>	<b>96</b>
<b>Attachment J.</b>	<b>HIPAA Business Associate Agreement.....</b>	<b>97</b>
<b>Attachment K.</b>	<b>Mercury Affidavit.....</b>	<b>98</b>
<b>Attachment L.</b>	<b>Location of the Performance of Services Disclosure .....</b>	<b>99</b>
<b>Attachment M.</b>	<b>Contract.....</b>	<b>100</b>
<b>Attachment N.</b>	<b>Contract Affidavit .....</b>	<b>118</b>
<b>Attachment O.</b>	<b>DHS Hiring Agreement.....</b>	<b>119</b>
<b>Appendix 1:</b>	<b>Abbreviations and Definitions.....</b>	<b>120</b>
<b>Appendix 2. – Offeror Information Sheet.....</b>		<b>125</b>

Appendix 3. -Interface Listing .....	126
Appendix 3. – A.1: Eligibility – Medicaid Eligibility – KDP .....	128
Appendix 3. – A.2: Eligibility – BCCDT .....	133
Appendix 3. – A.3: Eligibility – MADAP .....	134
Appendix 3. – B.1: Buy-In Eligibility - Medicaid.....	135
Appendix 3. – C.1: Carrier Address File - Medicaid .....	136
Appendix 3. – C.2: Carrier Code File - KDP.....	137
Appendix 3. – C.3: Carrier Code Address – BCCDT Carrier Code Address – MADAP .....	138
Appendix 3. – D.1: Eligibility Match - Medicaid.....	139
Appendix 3. – X.1: Claims Adjustments - Medicaid.....	140
Appendix 3. – X.1: EDB File - Medicaid.....	146
Appendix 3. – X.1: Medicare_XREF - Medicaid .....	148
Appendix 3. – X.1: Paid Claims – Medicaid .....	149
Appendix 3. – X.1: Provider Master – Medicaid Provider Master - KDP.....	184
Appendix 4. – Connectivity to MDH File Exchange Systems .....	190
Appendix 5. – List of Hospitals .....	191
Appendix 6. - List of Long Term Care Facilities.....	193



## **1 Minimum Qualifications**

There are no Offeror Minimum Qualifications for this procurement.

**REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**

## 2 Contractor Requirements: Scope of Work

### 2.1 Summary Statement

- 2.1.1 The Maryland Department of Health (MDH or the "Department") is issuing this Request for Proposals (RFP) in order to obtain the following services including automated data processing to identify liable third parties; audits; third party liability (TPL) payments recovery; identifying new third party resources to offset Medicaid expenditures; and conducting third party recoveries based on newly identified resources.
- 2.1.2 It is the State's intention to obtain goods and services, as specified in this RFP, from a Contract between the selected Offeror and the State.
- 2.1.3 The Department intends to make a single award as a result of this RFP. See RFP **Section 4.9 Award Basis** for more Contract award information.
- 2.1.4 An Offeror, either directly or through its subcontractor(s), must be able to provide all goods and 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.
- 2.1.5 The State does not wish to procure a software application still under development. The Commercial-Off-The Shelf software (COTS) software utilized in the solution shall be operational (i.e., not under development) and generally available by the due date of the Proposal.
- 2.1.6 The Contract applies exclusively to all entities to which Subtitle 3 of Title 3A of the State Finance and Procurement Article is applicable pursuant to Section 3A-302 of the State Finance and Procurement Article.
- 2.1.7 A Contract award does not ensure a Contractor will receive all or any State business under the Contract.

### 2.2 Background

The function of the Division of Recoveries and Financial Services (DRAFS) is to administer the Third Party Liability (TPL) program as established by federal and State laws. Federal and State laws require Medicaid to pay secondary to any third party benefits to which a Medicaid beneficiary is entitled.

A state's Medicaid program is the payer of last resort, and although Medicaid beneficiaries or their authorized representatives are required as a condition of eligibility to provide information regarding the availability of third party resources, it is the role of the state's TPL program to identify potentially liable resources and to recoup from them covered costs that have been paid by the Medicaid program or, based on established criteria, from the providers of service. Timely identification of these potentially liable resources also permits the Medicaid program to avoid inappropriate payments when adjudicating claims for services and is considered a very high priority for MDH. In accordance with the Federal Medicaid State Fiscal Administration requirements set forth in 42 CFR 433.135 through 433.154, MDH has established a third-party recovery unit to identify any individual or entity that is or may be liable to pay all or part of the medical cost of injury, disease, or disability of a Medicaid applicant or recipient.

Federal laws and regulations pertaining to a state's TPL program and relevant to this RFP include, but are not limited to, Sections 1902, 1906 and 1917 of the Social Security Act within the United States Code (42 USC 1396a, 1396e and 1396p, respectively) and regulations in the Code of Federal Regulations at 42 CFR 433.135 through 433.154. These citations may be viewed by accessing the following site:

<https://www.govinfo.gov/help/cfr> All Activities in this RFP must be conducted in accordance with the

Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Deficit Reduction Act (DRA) of 2005. Additional federal guidance related to TPL requirements is available in the State Medicaid Manual, Part 3 (CMS Pub. 45), as issued and maintained by the Centers for Medicare & Medicaid Services (CMS), an agency within the US Department of Health and Human Services. This manual may be viewed by accessing the following site: <https://www.cms.hhs.gov/Manuals/PBM/list.asp>.

During FY 2016-2017, based on the information from Medicaid, the incumbent contractor had the opportunity to identify and initiate recoveries from these resources of approximately \$521,746,586. During FY 2017, Credit Balance/Overpayment Audits were conducted for 74 of the State's 91 hospitals, resulting in the recovery of more than \$24,729,679 million in Medicaid program expenditures. Each audit covered multiple years.

### **2.2.1 Purpose**

The State of Maryland Medicaid Program is administered by the Maryland Department of Health (MDH), which has State responsibility for operation of the Medicaid Program authorized under Title XIX and Title XXI (SCHIP) of the Social Security Act. The MDH also has responsibility for State specific Programs such as Maryland AIDS Drug Assistance Program (MADAP), Kidney Disease Program (KDP), and Breast and Cervical Cancer Diagnosis Treatment Program (BCCDT).

The Maryland Department of Health (MDH) is soliciting proposals from qualified Offerors to provide and administer a contract for the recovery of third-party resources for the Medicaid Programs, Maryland AIDS Drug Assistance Program (MADAP), Kidney Disease Program (KDP), Breast and Cervical Cancer Diagnosis Treatment Program (BCCDT), and Maryland Children Health Program (MCHP). Additional information on MCHP can be found on their website: <https://marylandhealthconnection.gov>

The Center for MADAP within MDH's Infectious Disease Prevention and Health Services Bureau is dedicated to helping Maryland's residents living with HIV/AIDS live longer and healthier lives. The Center oversees the Maryland AIDS Drug Assistance Program (MADAP) which assists eligible individuals living with HIV/AIDS with access to life-saving medications. MADAP provides funds for drugs for HIV treatment and its complications, and MADAP Plus helps eligible HIV+ MADAP clients cover the cost of health insurance premiums and co-pays, co-insurance and deductibles for drugs on the MADAP formulary. MADAP is not a pharmacy plan but a federally funded payer of last resort assistance program for eligible Maryland residents. MADAP pays for approximately 130,000 claims per year. MADAP covers only medications and supplies as identified on the MADAP formulary.

The Kidney Disease Program (KDP) provides financial assistance to certified beneficiaries for the treatment of end stage renal disease (ESRD). This stage of renal impairment is almost always irreversible and requires dialysis or kidney transplantation to maintain life. As a payer of last resort, the Program may provide financial assistance, such as deductibles, co-insurance, and co-pays, only after all other medical and federal insurance coverage has been pursued. Covered services include chronic maintenance, in-center and home dialysis, renal transplantation, approved inpatient and/or outpatient hospital care, physician and laboratory fees, and medications specified on the KDP Reimbursable Drug List and certain ancillary services which are directly attributable to the beneficiaries' ESRD. There are approximately 1780 active KDP recipients in the Kidney Disease Program.

The Breast and Cervical Cancer Diagnosis Treatment Program (BCCDT) provides services for low-income, uninsured or underinsured Maryland residents. To qualify for the BCCDT Program, an applicant's income cannot exceed 250% of Federal Poverty Guidelines. Services covered include, but are not limited to, diagnostic procedures, surgery, chemotherapy, radiation therapy, medical equipment and supplies, home health, and medications. There are approximately 1,300 participants in the BCCDT Program. BCCDT is a state funded payer of last resort and can pay deductibles, co-insurance, and co-pays for insured participants.

The following are examples of third-party resources:

1. Medicare;
2. Health insurance policies, including indemnity and supplemental insurance; and casualty coverage, including part or whole of a tort settlement, compromise, action, claim, or any court award judgement;
3. Medical coverage included in conjunction with other benefit or compensation programs, including military and veteran programs, Workers' Compensation Carriers, child support enforcement, etc; and
4. Liability for medical expenses as agreed upon or ordered in negligence suits, support settlements, etc.

The scope of work of this RFP is broken down into a Planning Phase and an Operations and Maintenance Phase which details services and activities:

1. Cost Avoidance – Insurance Eligibility Data Matching;
2. Cost Avoidance – Manage Care Organizations (MCOs);
3. Claims Identification and Recovery;
4. Hospital and LTC Facilities Credit Balance Audits;
5. Mass Tort Third-Party Liability Cases;
6. Reporting, Data Management, and Web Portal;
7. IT Services Data and Connectivity;
8. Professional Staffing; and
9. Additional Requirements and Duties.

## **2.3 Scope of Work Requirements**

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

The Offeror shall submit a Work Plan with the Technical Proposal as specified in Section 5.3.2.F. Within 10 business days of Contract award, the Contractor's Project Manager must submit a final Work Plan to the MDH Contract Monitor (CM) for final approval. This Work Plan must be in agreement with the activity-specific Work Plan included in the Offeror's Proposal and accepted by the State for the Contract, and must, at a minimum, provide the following:

- An activity-specific organization structure, including subcontractors, if any;
- A staffing table with names and titles of staff assigned to each activity, which must be in agreement with staffing identified in the accepted Proposal;
- A breakdown for each activity that shows tasks and process flows, systems requirements and functionalities, timelines and reports, and staff resources required and allocated to each; and
- A final spread sheet with the schedule of hospitals and Long Term Care (LTC) facilities that will be audited that calendar year for final approval.

### **2.3.1.1 Entrance Criteria**

The entrance criterion 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 the Contract Monitor (CM). 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 electronically to the Contract Monitor on the Tuesday following the reporting period. The Weekly Status Report shall at a minimum contain the following:

1. Overall status of the project, including a project dashboard with progress metrics;
2. Activities completed in the preceding period, including decisions reached or needed;
3. Activities planned for the next period;
4. Action items and issues to be resolved and resolution status;
5. Status of risks with special emphasis on risks with potential high project exposure based on probability and impact;
6. 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; and
7. Items for MDH management's attention.

At the end of the Planning Phase, all Weekly Status Reports will be incorporated 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:

1. List of all activities completed;
2. Planned activities for the upcoming month; and
3. Summary of all of the 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 provide 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 estimated timelines for activities required to complete the transition. The Transition Plan draft is due to the Contract Monitor within 10 days from NTP and the final plan is due no later than the Kick-Off meeting.

The Contractor shall support end-of-Contract transition efforts with technical and project support as specified in Section 3.2.

### **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 shall 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:

1. MDH approves all Planning Phase deliverables.
2. MDH approves the Transition Results Report.
3. Contractor successfully completes Weekly Status reporting for the Planning Phase.
4. 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:

1. Cost Avoidance – Insurance Eligibility Data Matching;
2. Cost Avoidance – Manage Care Organizations (MCOs);
3. Claims Identification and Recovery;
4. Hospital and LTC Facilities Credit Balance Audits;
5. Mass Tort Third-Party Liability Cases;
6. Reporting, Data Management, and Web Portal;
7. IT Services Data and Connectivity;
8. Professional Staffing; and
9. Additional Requirements and Duties.

#### **2.3.2.1 Cost Avoidance - Insurance Eligibility Data Matching**

The primary TPL objective for Cost Avoidance is to assure that the programs under MDH are the payer of last resort. Therefore identification and verification of other health insurance coverage are imperative. Accordingly, one of the core activities of the TPL program, within MDH, involves the identification and verification of health insurance benefits for each program's beneficiaries. This occurs primarily through a comparative review of a file that identifies MDH beneficiaries with other sources of health insurance coverage. Once other insurance information is entered into Medicaid Management Information System (MMIS) or a similar data base, the system will begin cost avoiding claims by ~~denying~~ rejecting them back to the provider with a message that the beneficiary has other insurance on that date of service and claims should be filed there first.

**For this task, MDH has included the following programs:**

1. Medicaid
2. KDP
3. BCCDT
4. MADAP

**2.3.2.1.2** Payment for the services listed in this task for each program defined will be made on a fixed monthly price basis for each program listed and will include the cost associated with verifying insurance coverage information with liable third parties.

**2.3.2.1.3** The Programs mentioned in Section 2.3.2.1 will provide files, specific to each program, to the Contractor as specified in Appendix 2. These files will include all information necessary for this



process. The Programs will also provide to the Contractor multiple files, specific to each program, that list all insurance payers with which MDH has interacted, with a numeric identifier for each.

**2.3.2.1.4** The Contractor shall enter into a secure data exchange agreement, and sustain existing agreements, as needed, with health insurance carriers for the purpose of identifying and verifying third-party liability coverage.

**2.3.2.1.5** The Contractor shall identify self-insured health plans, Workers' Compensation Carriers, commercial health insurance, Medicare or private Health Maintenance Organization (HMO) coverage, TRICARE fiscal intermediaries, and other government insurance to identify any claims paid by Medicaid, KDP, BCCDT, and MADAP programs on behalf of each program's recipients.

**2.3.2.1.6** The Contractor shall use each MDH program's recipient eligibility files, the Contractor's carrier files, the Contractor's resource database, or any other resource the Contractor has available to create a Match File of eligible recipients with available resource files.

**2.3.2.1.7** The Contractor shall identify member match records as well as eligibility and third party coverage matches. MDH will need coverage identified as new coverage, updated coverage, termed coverage, etc.

**2.3.2.1.8** The Contractor shall perform the matching process with health insurance coverage files provided by payers monthly, at a minimum. The Contractor shall also verify any potential health insurance coverage identified through the matching process.

**2.3.2.1.9** The Contractor shall develop an appropriate exact matching protocol, acceptable to MDH, that explains how information from the files will be matched with files from the entities and other payers. The Contractor shall include a proposed exact matching protocol that identifies data elements and the process to be used. All possible matches must be verified before they can be submitted within the Eligibility Match File as an exact match.

**2.3.2.1.10** For purposes of the Contract, verified health insurance coverage (including but not limited to medical, pharmacy, dental, and vision) means that the Contractor has taken appropriate steps (including but not limited to website and telephone verification) to look beyond the matching process to assure that the potential insurance coverage does indeed apply to the beneficiary identified and that all information reflecting that coverage, including the begin date of coverage and the end date of coverage, if applicable, are known and included in the Eligibility Match File. (See Appendix 3.)

**2.3.2.1.11** The Contractor shall provide, at least monthly to the programs listed in Section 2.3.2.1, an Eligibility Match File that reflects verified new health insurance coverage identified during that week. The Eligibility Match File shall not include any terminated files for Medicaid recipients less than three (3) years prior to the current date. The format of the Eligibility Match – Medicaid file is specified in Appendix 3. The format of the Eligibility Match – KDP, Eligibility Match – BCCDT, and Eligibility Match – MADAP files, specified in Appendix 3, will be MS Excel's file with data elements to be determined by MDH.

**2.3.2.1.12** The Contractor shall confirm that MDH will not provide payment to the Contractor for any identified matches with publicly funded health plans in Maryland such as Maryland's Medicaid-contracted Managed Care Organizations (MCOs) or one of the already identified programs in this RFP. Specific business rules, e.g. termination records, additional coverage information, etc., for additional match records must be agreed upon between MDH and the Contractor.

**2.3.2.1.13** The Contractor shall implement appropriate controls to assure that health insurance coverage information provided on each Eligibility Match file does not duplicate previously provided information for a beneficiary from the Contractor or information currently reflected on the TPL coverage file. MDH will not provide payment for previously known information for a beneficiary.

### **2.3.2.2 Cost Avoidance – Managed Care Organizations (MCOs)**

The Contractor shall identify potential over payments through audits of MCOs to assure that appropriate funds are returned to MDH. The Contractor shall develop a methodology to identify MCOs' overpayments. The Contractor shall develop methodology to identify and collect Medicaid credit balances from all MCOs for services paid by the program for Medicaid recipients from third party sources and duplicate State payments. The Contractor shall complete 100% of MCO audits on a quarterly basis.

### **2.3.2.3 Claims Identification and Recoveries**

Assuring that recoveries are made from liable third parties for payment(s) already made by MDH once new health insurance coverage has been identified is a critical component of the TPL function. If the MDH program made payment(s) for a service before that coverage became known to MDH by law, the entity shall accept and process a claim from or on behalf of MDH for any covered service rendered within the previous three (3) years.

**For this task, MDH has included the following programs:**

- 1. Medicaid**
- 2. KDP**
- 3. BCCDT**

**2.3.2.3.1** Payment will be made on a contingency basis by each program for tasks specified in Claims Identification and Recoveries, as a percentage of the amount recovered from the liable third parties. No payment will be made for a claim rejected by a third-party payer.

**2.3.2.3.2** Third party recovery services identified in this RFP and resulting Contract must at a minimum include the following:

1. Medicare Parts A & B;
2. Commercial insurance policies, including health, indemnity, and supplemental insurance;
3. Medical, pharmacy, mental health, and dental coverages included in conjunction with other benefit or compensation programs, including military and veteran programs, workers' compensation, Medicare, etc.;
4. Casualty coverage, including part or all of a tort settlement, compromise, action, claim, or any court awarded judgment; and
5. Liability for medical expenses as agreed or ordered in negligence suits, support settlement, trust funds, etc.

**2.3.2.3.3** The Contractor's proposal shall provide adequate detail to reflect knowledge of the TPL requirements related to Diagnosis and Trauma codes.

**2.3.2.3.4** MDH will provide a Paid Claims file from each program to the Contractor as specified in Appendix 3. KDP and BCCDT programs will work with Contractor to develop Paid Claims – KDP and Paid Claims- BCCDT file interface layouts. The Paid Claims – Medicaid file layout is specified in Appendix 3.

**2.3.2.3.5** The Contractor shall use Paid Claims - Medicaid file to match against each program's paid claims history file to identify claims which were paid by each program but for which coverage may exist.

**2.3.2.3.6** For all paid claims from each program, the Contractor shall submit all claims to the liable third parties in formats compliant with provisions in federal law and regulations. If the Contractor or a third party requires a proprietary format, the Contractor shall receive prior approval from MDH before using it.



**2.3.2.3.7** The Contractor shall resolve any claim discrepancy with the intermediary. This includes, but is not limited to, providing missing data required for proper disposition or billing of identified claims, answering questions related to claim selection or claim identification, and documenting the provider and/or carrier responses in a timely manner.

**2.3.2.3.8** The Contractor shall include an explanation of capability and experience in utilizing the referenced claim formats and in billing third parties such as those involved in this procurement. In addition, the Contractor shall include an explanation of its capability to modify systems and billing practices when required to comply with any State or federally mandated changes or new requirements.

**2.3.2.3.9** The Contractor shall establish an electronic Adjudication Database of all claims received from MDH for which recoveries from liable third parties have been initiated, with claim line detail and actions taken. MDH will work with the Contractor to develop the format and data elements for the Contractor's Adjudication Database. Specified MDH staff must have ongoing access to the Adjudication Database. The Adjudication Database must include, at a minimum, identifiers for the beneficiaries and providers of service, claim identifiers, and the MDH-specified payer identifiers for the third parties to which recovery claims have been submitted.

**2.3.2.3.10** The Adjudication Database will produce an Electronic Claims Adjustment File for MDH which will include all adjudication information with dates that actions occurred, including payments at the claim line level when appropriate. All claim information in the Electronic Claims Adjustment File must be presented in a format established by MDH as specified in Appendix 2. The format of the Claims Adjustment – Medicaid interface file is specified in Appendix 3. The format of the Claims Adjustment – KDP file, and Claims Adjustment – BCCDT file will be MS Excel files, as specified in Appendix 3, with data elements to be determined by MDH. The Electronic Claims Adjustment File must also identify, for any claim rejected for payment in whole or in part, the reason for the rejection with detail to identify what portion of the claim was rejected. MDH and the Contractor will work to develop a rejection protocol to describe which claims can be closed with no re-billing.

**2.3.2.3.11** The Contractor shall review any claims that are rejected by the third-party payer and provide protocols for reviewing rejected claims to determine if the rejection is appropriate.

**2.3.2.3.12** The Contractor shall have protocols in place for identifying when claims will be rebilled for further responses by the payers.

**2.3.2.3.13** The Contractor shall advise and assure that all liable third parties make payments to the appropriate program within MDH. Payments must be directed to the State of Maryland and deposited in a manner designated by each program.

**2.3.2.3.14** The Contractor shall assure that all payments are posted to the Adjudication Database upon receipt.

**2.3.2.3.15** If, after MDH's payment to the Contractor, a liable third party identifies a legitimate error that reduces the amount due to the State, or if the Contractor subsequently determines that the amount recovered was overstated, the Contractor shall notify MDH as soon as the error or overstatement is confirmed. MDH will determine how the error must be rectified and advise the Contractor accordingly. This determination could include a requirement that the Contractor process a refund to the third party or that MDH will do so. The Contractor shall update the Adjudication Database appropriately and assure that the entry correctly references how the adjusted payment to the third party affects any contingency payment already made to the Contractor.

#### **2.3.2.4 Hospital and LTC Facilities Credit Balance Audits:**

**For this task, MDH has included the following program:**

##### **Medicaid**

Multiple payments made on the same patient account represent a portion of TPL recoveries. In many cases, these overpayments are recorded on the books of the providers as credit balances. For various reasons providers receive revenue from multiple sources and may have trouble reconciling accounts. Additionally, the speed at which providers seek payment for services and the volume of accounts their staff must manage further impede the third party payment process by causing errors in documentation.

The objective of these audits is to identify potential overpayments through retrospective on-site audits of providers to assure that appropriate funds are returned to MDH. The initial focus of this task will be hospitals and LTC facilities reimbursed by the Medicaid Program, but may expand to other provider types at the request of MDH.

**2.3.2.4.1** For this task, payment will be made on a contingency basis as a percentage of any amounts recovered by MDH. The Contractor shall reimburse the contingency amount monthly as recoveries are finalized. Payment will not be made on any cases for which the Contractor determines through its due diligence or MDH determines based on its review of the audit report that it is not appropriate to pursue recovery nor will payment be made if the recovery is overturned in a legal proceeding. MDH's decision to not pursue a recovery or the decision of a presiding officer in a legal proceeding that rejects the appropriateness of a recovery is final.

**2.3.2.4.2** The Contractor shall complete 100% of hospital and LTC facilities audits annually and on-site.

**2.3.2.4.3** The Contractor shall develop a methodology to identify Medicaid hospitals and LTC facilities overpayments. Based on the methodology, the Contractor shall identify and collect Medicaid credit balances in all hospitals and LTC facilities for services paid by the program for Medicaid recipients from third party sources, including commercial carriers, Medicare, TRICARE fiscal intermediaries, and other government insurance and duplicate State payments.

**2.3.2.4.4** The Contractor shall collect Medicaid credit balances for services paid by the program for Medicaid recipients from third party sources, including commercial carriers, Medicare, TRICARE fiscal intermediaries, and other government insurance and duplicate State payments. (See Appendix 5 & 6).

**2.3.2.4.5** The Contractor shall design and execute patient account review for hospital and LTC payment(s) audit programs in conformance with this Request for Proposals and as approved by the Contract Monitor.

**2.3.2.4.6** The Contractor shall identify erroneous Medicaid payments and perform credit balance analyses and recovery activities resulting from, but not limited to:

1. Services reimbursed by another insurer;
2. Duplicate Medicaid payments;
3. Hospital accounting errors;
4. LTC facilities accounting errors;
5. Switched charges from inpatient to outpatient; and
6. MCO accounting errors.

**2.3.2.4.7** The Contractor shall develop and implement an audit program where all potential overpayments identified must be thoroughly researched and presented to the appropriate provider representative for review before they are included in any report provided to the Contract Monitor.

**2.3.2.4.8** The Contractor shall identify and collect overpayment amounts which may result from accounts being paid twice by insurers, once by primary and once by secondary insurers, incorrect coordination of benefits, understated recipient resource amounts, and other identified third parties.

**2.3.2.4.9** The Contractor shall provide the Contract Monitor with all of their procedures for conducting credit balances audits for all hospital and LTC facilities to identify over payment(s).

**2.3.2.5 Mass Tort Third-Party Liability Cases**

**2.3.2.5.1** MDH shall assign each project to the Contractor for Maryland's Mass Tort TPL case area. A contingency fee will be paid to the Contractor for Maryland Medical Assistance costs recovered under these Mass Tort projects.

1. Once assigned, Mass Tort Resolution firms will send entitlement list to the Contractor.
2. The Contractor's Business Analyst shall match names on entitlement lists to MDH's eligibility files.
3. Matches shall be reviewed by the Contractor for quality assurance.
4. If recipient eligibility issues are identified, they are resolved by the Contractor and the Contractor will process a new match; otherwise the entitlement list consisting of positive matches shall be transmitted by the contractor to the Mass Tort Law Firm.
5. The Contractor shall create a recipient case for each positive recipient match in its Maestro database for tracking purposes.
6. The Contractor shall match each recipient case to MDH's paid claims files.
7. Claims shall be imported by the Contractor into a database for a quality assurance review.
8. If issues with paid claims are identified, they are resolved by the Contractor and a new match is processed; otherwise the associated claims are sent to the Mass Tort Resolution Firm.
9. Mass Tort Law Firm returns recipient cases with audited lien amount.
10. The Contractor reviews each case returned by Mass Tort Law Firm.
11. The Contractor shall value each recipient case with the paid claims that should be paid from settlement in the mass tort action.
12. The Contractor shall log notes into its Maestro database relating to its decision on the final lien.
13. The Contractor shall return a recipient case list with final lien amounts to Mass Tort Law Firm for final review.
14. If Mass Tort Law Firm does not agree with final lien amount, the Contractor shall meet with the law firm to discuss and resolve issues.
15. The Contractor R shall update its Maestro database with a final lien decision.
16. Once MDH receives payment it shall forward information/copy of check to the Contractor for final case posting in Maestro.

Check copies and associated support documentation received with check will be forwarded as invoice support documentation.

**2.3.2.6 Reporting, Data Management, and Web Portal**

**2.3.2.6.1** The Contractor shall provide, in its Proposal, sample layouts for all of the reports and MS Excel files identified in Appendix 3 and Section 2.4.4 and propose any additional reports or files believed, based on prior experience and expertise, necessary and appropriate for effective contract management and reporting.

**2.3.2.6.2** The content and format of any reports or excel files shall be developed by the Contractor after consultation with and approval by the MDH Contract Monitor and may not be used except upon approval by the Contract Monitor.

**2.3.2.6.3** The Contractor shall submit final format of all reports or excel files, within 30 days of NTP, in MS Word or MS Excel (2010 or greater) for each of the TPL Contract services.

**2.3.2.6.4** The Contractor shall deliver all reports and excel files to a Web Portal in a format and frequency specified in Appendix 3 and Section 2.4.4.

**2.3.2.6.5** The Contractor shall develop the following cost avoidance and data match reports as separate files for each program specified here:

1. Medicaid
2. BCCDT
3. KDP
4. MADAP

**2.3.2.6.6** The Contractor shall create an Eligibility Match file to return new, verified, and updated health insurance information for each program. The format of the Eligibility Match – Medicaid file is specified in Appendix 3. The format of the Eligibility Match – KDP, Eligibility Match – BCCDT, and Eligibility Match – MADAP files specified in Appendix 3, will be MS Excel files with data elements to be determined by the Contract Monitor or Designee.

**2.3.2.6.7** The data fields for the Eligibility Match – KDP, Eligibility Match – BCCDT, and Eligibility Match – MADAP MS Excel files will include at a minimum:

- Name;
- Social Security Number;
- Date of Birth;
- State Program Identification Number;
- Carrier Name;
- Coverage Type;
- Coverage Start and Termination Dates;
- Group Number;
- Policy Number;
- Policy Holder Name;
- Carrier Code;
- Coverage for other household members;
- Newly identified resources; and
- Changes to existing resources.

**2.3.2.6.8** The Contractor shall deliver a MCHP Premium Third Party coverage report that provides identification of MCHP Premium recipients who have dual coverage with commercial insurance and MCHP. The report shall list all said recipients and be provided to the MDH monthly in an electronic file in Excel format. This report shall include the following:

- Recipient Name;
- Social Security Number;
- Premium Coverage Group;
- Date Enrolled with Premium;
- Name of other insurance(s);
- Date enrolled with other insurance(s); and

- Termination Dates from other insurance(s).

**2.3.2.6.9** The Contactor shall develop the following Claims Identification and Recoveries reports as separate files for each program specified here:

1. Medicaid
2. BCCDT
3. KDP

**2.3.2.6.10** The Contractor shall create an electronic Adjustment Database to track claims received and recoveries initiated. Elements include, but are not limited to, Internal Control Numbers (ICNs), beneficiary ID, and payer ID. This database will be used on an ongoing basis.

**2.3.2.6.11** The Contractor shall transmit claims to be adjusted using Claims Adjustment file specifications in Appendix 3 , providing to each program, the full identification of the recipient and the ICN to be adjusted, in a manner which shall readily allow complete proper case crediting.

**2.3.2.6.12** The format of the Claims Adjustments – Medicaid file is specified in Appendix 3. The format of the Claims Adjustments – KDP and Claims Adjustments – BCCDT files specified in Appendix 3, will be MS Excel files with data elements to be determined by Contractor and the Contract Monitor or designee. The data fields for the Claims Adjustments – KDP and Claims Adjustments – BCCDT MS Excel files shall include:

1. Identified recoveries, rejected claims, and technical errors. Elements include, but are not limited to, payer ID number, ICNs, claim status, etc.
2. Payer Recovery Information file. Elements include, but not limited to, files submitted, files received, year to date listing, etc.
3. Billing monitoring reporting for overview of claims recovery per payer. Elements include, but not limited to, ICN counts by status, ICN counts of non-responses, ICN counts of rebills, etc.
4. The recovery from third party sources which includes commercial carriers, Medicare and TRICARE fiscal intermediaries, and duplicate payments. (Excel Format)
5. For any claim rejected for payment in whole or in part, the reason for the rejection with detail to identify what portion of the claim was rejected. Elements include, but not limited to, reason codes, categories, etc.

**2.3.2.6.13** The Contractor shall create an electronic file of ICNs for which recoveries have been initiated by the Contractor. Elements include, but not limited to, payer ID number, and ICNs, etc. The frequency of the report shall be twice a week (prior to releasing a billing cycle and after payments have been posted for the month).

**2.3.2.6.14** The Contractor shall repeat the match process to identify all new/updated casualty recipients. MDH and the Contractor will work to develop a rejection protocol to describe which claims can be closed with no re-billing.

**2.3.2.6.15** Monthly, prior to invoicing the Department, the Contractor shall perform reconciliation of all claims and receipts, including any adjustments to the recoveries obtained by the Contractor from health insurance carriers or other sources, and send the reports in MS Word or Excel format. The reports shall be sent to the Contract Monitor and DRAFS Finance Control Officer.

**2.3.2.6.16** By the 15th day of the following month beginning with the NTP date, the Contractor shall create a Collection and Rejection Claims report to the Department for the previous month. Collections and rejections based on data matching, for example, shall be reported separately from Medicare in a MS Word or Excel format.

**2.3.2.6.17** The Contactor shall develop the following reports for the Medicaid program. Hospital and LTC audit reports shall be submitted to MDH Medicaid program within 30 days of completion of

audit, or within another time period as determined by the Contract Monitor, in MS Word or Excel format. The report shall contain the following data elements:

1. Provider name;
2. Provider number;
3. Admission type;
4. Patient name;
5. Medicaid recipient ID number;
6. Hospital and LTC facilities account number(s);
7. Service dates(s);
8. EOB insurance name/number;
9. Payment date;
10. Amount paid;
11. Amount overpaid;
12. Internal Control Number;
13. Reasons for overpayment including, if appropriate, the name(s) and any other insurance carrier(s), policy holder name and number, and any other insurance information available to the Contractor;
14. Amount to be recouped;
15. Area funds were recouped;
16. Submission number;
17. Check number;
18. Voucher number;
19. Retraction/future payment number;
20. Total number of claims;
21. Total amount of overpayment;
22. Contingency fee amount; and
23. Status.

**2.3.2.6.18** The Contractor shall report the total number and amount of each overpayment for each hospital or LTC audit. For each provider, the Contractor shall employ the approved methodology to determine the accuracy of Medicaid credit balance accounts in accordance with the process defined by MDH Contract Monitor. The Contractor shall provide a status reporting procedure for reporting work completed, and resolution of unanticipated problems.

**2.3.2.6.19** The Contractor shall provide an adequate Accounts Receivable report for each recovery submitted to the Commercial Insurance Lock Box.

**2.3.2.6.20** By the 10<sup>th</sup> day of each quarter, the Contractor shall submit to the Department in writing, any changes in the flowchart of the facility scheduled to be audited in the current quarter.

**2.3.2.6.21** A hospital and LTC annual report shall be provided to the Department's Contract Monitor, comparing the Hospital and LTC facilities Credit and Balances it has identified as paid in error, which are not identified by the Medicaid program's policy that allows facilities to voluntarily reimburse the program overpayments.

**2.3.2.6.22** The Contractor shall hold a weekly status meeting. The weekly status report shall be submitted one (1) day prior to the weekly status meeting. Specific sections within the report shall include a brief written summary of progress specific to each task, work accomplished during the reporting period; work to be accomplished during the subsequent reporting period; problems, real or anticipated, which should be brought to the attention of the MDH Contract Monitor; and any significant deviation from previously agreed-upon work statements. These reports must be submitted to the MDH Contract Monitor



via e-mail at least two (2) business days prior to the meetings. These reports may become less frequent as determined by the Contract Monitor.

**2.3.2.6.23** Beginning one (1) year after NTP, and annually thereafter, submit an annual report to the Department including a list of recommendations for improving the effectiveness of Department's third party liability practices. At the end of each year of the Contract, these recommendations shall be summarized and modified as appropriate, based on additional experience, and submitted in the annual report.

**2.3.2.6.24** In the annual report make recommendations concerning the detection and correction of all improper, unallowable, and unusual costs to the Department associated with Medicaid payments.

**2.3.2.6.25** Submit the annual report in a MS Word and/or Excel format, to include, but not limited to, the following:

1. Table of Contents
2. Executive Summary
3. Primary Services as listed in Section 2.3 Scope of Work Requirements
4. Recommendations
5. Detection and correction of all improper, unallowable, and unusual costs to the Department associated with Medicaid payments.

**2.3.2.6.26** Create and maintain a TPL Web Portal in accordance with requirements of this RFP for the transfer of data in which every program's data is separate and secured.

**2.3.2.6.27** The Web Portal shall grant MDH secure access to reports, training material, and other documents as determined by MDH.

1. Invoices – All Invoices are to be uploaded in the web portal by the 20<sup>th</sup> of each month for each program. Each invoice shall have all back up corresponding documentation.

**2.3.2.6.28** The Web Portal shall be compliant with all applicable federal/State laws and regulations as listed in Section 2.3.6 and federal guidelines found at <https://www.cms.gov/ccio/resources/regulations-and-guidance/>.

**2.3.2.6.29** The Web Portal shall be user-friendly and easy to navigate, including such features as:

1. Navigation clues and “breadcrumbs” for the users to keep track of their location within programs or documents.
2. Ability to organize multiple open windows using standard methods such as cascade and tile.
3. Browser-independence, as long as the browser has broad usage and is in the latest version.
4. Mouse point-and-click and “hovering” capabilities.

**2.3.2.6.30** The Web Portal shall post announcements and/or alerts at user sign-on. Users shall be required to acknowledge the announcement so that it is not repeatedly displayed at subsequent sign-ons.

**2.3.2.6.31** The Web Portal shall provide the function to automatically log off registered users after a set amount of inactivity, as defined by MDH. A warning message shall be displayed prior to session timeout.

**2.3.2.6.32** The Web Portal shall provide online access to provider handbooks, policies, procedures, historical project and other documentation and databases, as deemed appropriate by the Department and as needed by the Contactor to provide services under this Contract.

## **2.3.2.7 Interface Management and Technical Requirements**

Each program - Medicaid, KDP, BCCDT, and MADAP - will exchange interface files (Appendix 3) and reports listed in Section 2.4.4 with the Contractor via Connect: Direct (Appendix 4), Secure FTP, Web

Portal, secure mailbox, or other secure transfer that is compliant with all applicable federal/State laws and regulations. File layouts for each interface file listed in Appendix 3 can be found in Appendix 3.A.1 – X.1 in this RFP. If the Contractor or a third party requires a proprietary format, the Contractor shall receive prior approval from MDH before using it.

**2.3.2.7.1** The Contractor shall implement, maintain, and support all interfaces and file exchanges (See Appendix 3 for a list of interfaces).

**2.3.2.7.2** The Contractor shall develop and submit for approval an Interface Management Plan 10 days following NTP. The Interface Management Plan describes how the Contractor shall work with the Department and its business partners to identify, track, develop, test, implement, maintain, and operate all interfaces in Appendix 3 necessary to meet the requirement of this RFP.

**2.3.2.7.3** The Contractor shall track and document the successful development and testing of all interfaces necessary to meet the requirements of this RFP. The Contractor shall submit the documented Interface Test Results deliverable accompanied by a cover letter that lists all interfaces tested and attests to their successful testing.

**2.3.2.7.4** The Contractor shall perform all testing necessary to ensure that files are loaded and updated correctly accurately on a timely basis.

**2.3.2.7.5** The system shall be online and accessible during normal business hours, except for pre-approved scheduled downtime for system maintenance.

**2.3.2.7.6** The Web Portal functionality required to meet the requirements of this RFP shall be available 24 hours per day and seven (7) days per week.

**2.3.2.7.7** The Contractor shall notify within fifteen (15) minutes the Contract Monitor of any interface connectivity problems that cause interference with normal business operations with an estimated time of connectivity.

**2.3.2.7.8** The system shall communicate with internal MDH systems using connectivity identified in Appendix 3 Interface Listing under Transmission Method for each file that is to be exchanged between MDH and Contractor. For Transmission Method Connect: Direct, see Appendix 4 for information.

### **2.3.3 End of Contract Phase**

See Section 3.2 for End of Contract Phase Requirements.

### **2.3.4 Professional Staffing**

The Contractor shall provide an organization chart identifying all staffing. The organization chart must be attached to the Contractor's proposal as specified in Section 5.3.2. Section 3.10 provides additional information on the experience expected and to be evaluated as part of the Technical Proposal.

#### **2.3.4 Additional Requirements and Duties**

**2.3.4.1** The Contractor shall develop the following TPL Recovery Payment systems per each MDH programs' specifications:

- a) All recoveries from the insurers for the MDH programs are to be by ACH Payments or check made payable to Maryland Department of Health;
- b) For Medicaid Program: Lock Box: All recoveries are to be mailed directly to a Lock Box account designated by MDH or electronically transferred to the same account. For each recovery the Contractor shall provide an adequate accounts receivable report; work with the Contract Monitor to develop the Lock Box account and oversee the Lock Box. The Contractor shall pay all fees for shipment or transmission of records from the Lock Box.



- c) KDP checks are to be mailed to PO Box 1976, Baltimore, MD 21203. BCCDT checks are to be mailed to PO BOX 13528, Baltimore MD 21203.
- d) The Contractor shall post all payments sent to the applicable tracking system within one Business Day of receipt.

**2.3.4.2** The Contractor shall work with the Contract Monitor to determine the process for transmitting payment information to the Contractor. The Contractor shall be responsible for all fees associated with the transmission of payment records.

**2.3.4.3** The Contractor shall carry out the tasks associated with each activity under the direction and control of MDH. Although there will be continuous liaison with the Contractor's team, the MDH Contract Monitor may require face-to-face meetings on a weekly basis for the first few months of the Contract if it is determined necessary for effective implementation of the tasks.

- a) **Monthly Meetings** – Upon NTP, conduct monthly meetings to review the status of all contract activities and requirements. Provide the Department with general advice for improving the effectiveness of its TPL; report any findings at the Monthly Meetings. Prepare minutes and distribute them to the Contract Monitor or designee in a timely manner, not to exceed ten (10) calendar days after the meeting. These meetings will be held at MDH, 201 W. Preston Street, Baltimore, MD 21201.
- b) **Quarterly meetings** – Hold quarterly meetings three (3) months after NTP to discuss the status of the contracted work. Prepare minutes and distribute them to the Contract Monitor or Designee in a timely manner, not to exceed ten (10) calendar days after the date of meeting. These meetings will be held at MDH, 201 W. Preston Street, Baltimore, MD 21201.
- c) The Contractor shall report project statuses during a weekly status meeting (Section **2.3.2.4.22**). Weekly teleconferences may alternate with on-site visits by the Contractor.

**2.3.4.4** Submit written information and testify, as necessary, at administrative appeals relating to claims identified by the Contractor for reimbursement to the program when requested by DRAFS, the Medicaid recipient, or the Office of Administrative Hearings;

**2.3.4.5** Documents shall be available for a period of six (6) years after the end of this contract (the period required to maintain historic files) to testify at any protests or appeals relating to the work performed under this Contract.

**2.3.4.6** Cooperate and assist in the preparation and defense of administrative or civil litigation arising under the Contract that relates to the Contractor's performance of the Contract's services, including but not limited to, appearing in court and/or at hearing and providing documents and witnesses.

**2.3.4.7** The Contractor shall establish appropriate internal controls for each task to assure that the information provided to the Contract Monitor or Designee has been verified and is accurate. Further, the Contractor will not be paid to correct its own errors and may be required to reimburse MDH for any errors discovered by MDH.

**2.3.4.8** The Contractor shall limit use of the information obtained through MDH efforts or any other source to only purposes directly related to the requirements in the Contract resulting from this RFP. Information obtained by a Contractor for multi-purpose use through a voluntary agreement with an organization, such as health insurance coverage information from a national insurer or other business entity responsible for payment of health care claims, will not be subject to limitation.

**2.3.4.9** Any time frames related to the performance of tasks or provision of reports, files, or other documents not specifically identified in this RFP will be mutually determined between MDH and the

Contractor following Contract award. Any changes in activity protocols will be mutually determined between MDH and the Contractor. Any technical record or report format or any database design not specifically identified in this RFP will also be mutually determined between MDH and the Contractor.

#### 2.3.5 Contractor-Supplied Hardware, Software, and Materials

- A. SaaS applications shall be accessible from various client devices through a thin client interface such as a Web browser (e.g., Web-based email) or a program interface.
- B. The Contractor is responsible for the acquisition and operation of all hardware, software, and network support related to the services being provided, and shall keep all software current.
- C. All Upgrades and regulatory updates shall be provided by the Contractor at no additional cost.
- D. The Contractor shall install and provide all documentation for the software furnished under the Contract.

#### 2.3.6 Required Project Policies, Guidelines, and Methodologies

The Contractor shall be required to comply with all applicable laws, regulations, policies, standards, and guidelines affecting Information Technology projects, which may be created or changed periodically. The Contractor is required to review all applicable links provided below and state compliance in its response.

It is the responsibility of the Contractor to ensure adherence and to remain abreast of new or revised laws, regulations, policies, standards, and guidelines affecting project execution. These include, but are not limited to:

- A. The State of Maryland System Development Life Cycle (SDLC) methodology at: <http://doit.maryland.gov/SDLC/Pages/agile-sdlc.aspx>;
- B. The State of Maryland Information Technology Security Policy and Standards at: <http://www.DoIT.maryland.gov>- keyword: Security Policy;
- C. The State of Maryland Information Technology Non-Visual Standards at: <http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx>; <https://doit.maryland.gov/policies/Pages/NVAGuidance.aspx>;

#### 2.3.7 Product Requirements

- D. Contractors'-may propose open source software; however, the Offeror must provide operational support for the proposed software as part of its Proposal.
- E. Contractor shall be authorized to furnish the proposed goods and services. Offerors proposing to resell services of another entity must be authorized by such other entity (See RFP Section 5.3.2, F, 1 )
- F. No international processing for State Data: As described in **Section 3.7 Security Requirements**, Offerors are advised that any processing or storage of data outside of the continental U.S. is prohibited.
- G. Offeror consistent expiration dates: A PO for a service already being delivered to the Department under the Contract shall terminate on the same calendar day as the prior product/service. As appropriate, charges shae pro-rated.
- H. Any Contract award is contingent on the State's agreement, during the Proposal evaluation process, to any applicable terms of use and any other agreement submitted under **Section 5.3.2. F. 2**. Such agreed upon terms of use shall apply consistently across services ordered under the Contract.

- I. The Contractor shall not establish any auto-renewal of services beyond the period identified in the Contract documents.
- J. In addition to any notices of renewal sent to the Department, Contractors shall email notices of renewal to the e-mail address designated by the Contract Monitor.

### **2.3.7.1 Backup**

The Contractor shall:

- K. Perform backups of the web, application, and database servers on a regular basis. This shall include daily incremental backups and full weekly backups of all volumes of servers;
- L. Retain daily backups for one (1) month and weekly backups shall be retained for two (2) years;
- M. Store daily backups off-site.

## **2.4 Deliverables**

Within 10 business days of Contract award, the Contractor's Project Manager must submit a Work Plan to the MDH Contract Monitor for final approval. This Work Plan must be in agreement with the activity-specific implementation plan(s).

The Contractor shall develop a spread sheet comprised of all hospitals and LTC facilities that will be schedule for audit for each calendar year. This spread sheet will be submitted to the Contract Monitor for approval within 10 days prior NTP.

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

The Contractor shall provide, at least monthly to each program, an Eligibility Match file that reflects verified new health insurance coverage identified during that week.

The Contractor must advise and assure that all liable third parties make payments to the appropriate program within MDH, assuring that recoveries are made from liable third parties for payments already made by MDH once new health insurance coverage has been identified.

The Contractor shall complete 100% of hospital and LTC facilities audits annually and on-site.

### **2.4.1 Deliverable Submission**

- A. For every deliverable, the Contractor shall request the Contract Monitor confirm receipt of that deliverable by sending an e-mail identifying the deliverable name and date of receipt.
- B. Unless specified otherwise, written deliverables shall be compatible with Microsoft Office, Microsoft Project or Microsoft Visio within two (2) versions of the current version. At the Contract Monitor's discretion, the Contract Monitor may request one hard copy of a written deliverable.
- C. A standard deliverable review cycle will be elaborated and agreed-upon between the ~~State~~ Contract Monitor and the Contractor. This review process is entered into when the Contractor completes a deliverable.
- D. For any written deliverable, the Contract Monitor may request a draft version of the deliverable, to comply with the minimum deliverable quality criteria listed in **Section 2.4.4 Minimum Deliverable Quality**. Drafts of each final deliverable, except status reports, are required at least two (2) weeks in advance of when the final deliverables are due (with the

exception of deliverables due at the beginning of the project where this lead time is not possible, or where draft delivery date is explicitly specified). Draft versions of a deliverable shall comply with the minimum deliverable quality criteria listed in **Section 2.4.4 Minimum Deliverable Quality**.

#### **2.4.2 Deliverable Acceptance**

- E.** A final deliverable shall satisfy the scope and requirements of this RFP for that deliverable, including the quality and acceptance criteria for a final deliverable as defined in **Section 2.4.4**.

#### **2.4.3 Deliverable Acceptance**

- A.** The Contract Monitor will review a final deliverable to determine compliance with the acceptance criteria as defined for that deliverable. The Contract Monitor is responsible for coordinating comments and input from various team members and stakeholders. The Contract Monitor is responsible for providing clear guidance and direction to the Contractor in the event of divergent feedback from various team members.
- B.** In the event of rejection, the Contract Monitor will formally communicate in writing any deliverable deficiencies or non-conformities to the Contractor, describing in those deficiencies what shall be corrected prior to acceptance of the deliverable in sufficient detail for the Contractor to address the deficiencies. The Contractor shall correct deficiencies and resubmit the corrected deliverable for acceptance within the agreed-upon time period for correction.

#### **2.4.4 Minimum Deliverable Quality**

The Contractor shall subject each deliverable to its internal quality-control process prior to submitting the deliverable to the Contract Monitor.

Each deliverable shall meet the following minimum acceptance criteria:

- A.** Be presented in a format appropriate for the subject matter and depth of discussion.
- B.** Be organized in a manner that presents a logical flow of the deliverable's content.
- C.** Represent factual information reasonably expected to have been known at the time of submittal.
- D.** In each section of the deliverable, include only information relevant to that section of the deliverable.
- E.** Contain content and presentation consistent with industry best practices in terms of deliverable completeness, clarity, and quality.
- F.** Meets the acceptance criteria applicable to that deliverable, including any State policies, functional or non-functional requirements, or industry standards.
- G.** Contains no structural errors such as poor grammar, misspellings or incorrect punctuation.
- H.** Must contain the date, author, and page numbers. When applicable for a deliverable, a revision table must be included.

#### **2.4.5 Deliverable Descriptions/Acceptance Criteria**

In addition to the items identified in the table below, the Contractor may suggest other subtasks, artifacts, or deliverables to improve the quality and success of the assigned tasks.

#### **Deliverables Summary Table\***

<b>ID #</b>	<b>Deliverable Description</b>	<b>Acceptance Criteria</b>	<b>Due Date / Frequency</b>
2.3.1	Schedule of hospital and LTC audits for the year	Spreadsheet detailing 100% of hospitals and LTC facilities to be audited	10 days prior to NTP Yearly
2.3.1	Work Plan	Activity specific implementation plan	10 days of Contract award
2.3.1.5	Transition Plan	Activities required from the incoming Contractor and the outgoing vendor to ensure a successful handover of responsibilities	As agreed with the Contract Monitor
2.3.2.1	Eligibility Match file	File that reflects verified new health insurance coverage	Monthly following NTP
2.3.2.1	Quarterly Data Match Updates	Quarterly match updates of Medicaid data and other programs data with other insurances	Quarterly
2.3.2.2	Claims Adjudication file for Medicaid, KDP, and BCCDT	Identifies claims to be adjusted	As identified in the approved Work Plan schedule
2.3.2.4.8	MCHP Premium Third Party Coverage	Provides identification of MCHP Premium recipients	Monthly following NTP
2.3.2.4.9	Collections and Rejection Claim	Report of all collections and rejections	15 <sup>th</sup> of the following month
2.3.2.4.13	Internal Control Numbers (ICNs)	Report for which recoveries have been initiated by the Contractor	Twice a week (prior to releasing a billing cycle and after payments have been posted for the month)
2.3.2.4.17	Hospital and LTC audit report	Total number and amount of each payment	Within 30 days of completion of audit or within another time period as determined by the Contract Monitor
2.3.2.4.19	Account Receivable Report	Each recovery submitted to the Lock Box	10 <sup>th</sup> day of each quarter
2.3.2.4.21	Hospital and LTC Credit Balance	Compare the hospital and LTC facilities Credit and Balances	Monthly at the start of the contact

<b>ID #</b>	<b>Deliverable Description</b>	<b>Acceptance Criteria</b>	<b>Due Date / Frequency</b>
2.3.2.4.22	Weekly status report	Brief written summary of progress specific to each task	1 day prior to meeting
2.3.2.4.23	Report for improving efficiency	List of recommendations for improving	Annual
2.3.2.5.2	Interface Management plan	Track and document the successful development and testing of all interfaces necessary to meet the requirements of this RFP	10 days following NTP

\*The deliverables summary table may not list every Contractually-required deliverable. Offerors and Contractors should read the RFP thoroughly for all Contract requirements and deliverables.

## **2.5 Service Level Agreement (SLA)**

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.

MDH reserves the right to find that the Contractor had reasonable cause for failure to meet a SLA. In such cases, the Department will not hold the Contractor liable for the damages. The Department's election not to invoke remedies in any instance of SLA deficiency must not be deemed to be a waiver of the Department's right to invoke remedies in any other instance.

Enforcement of damages does not preclude MDH from pursuing additional legal action afforded under the Contract and deemed necessary by MDH to ensure compliance.

<b>Requirement #</b>	<b><u>SLA</u></b>	<b>Requirement</b>	<b>Credits</b>
2.3.2.3.2 2.3.2.4.17	Notification of all hospital audits per year	The Contractor shall conduct annual onsite audits of 100% of hospitals and report findings to the Contract Monitor within 30 days of completion of the audit. Each facilities audit must be completed before the end of the fiscal year per each fiscal year of the Contract and option periods.	\$6,500 for any hospital not audited yearly
2.3.2.3.2 2.3.2.4.17	Notification of all LTC facilities audits per year	The Contractor shall conduct annual onsite audits of 100 % of LTC facilities and report findings to the Contract Monitor within 30 days of completion of the audit. Each facility audit must be completed before the end of the fiscal year per each fiscal year of the Contract and option periods.	\$7,850 for any LTC facility not audited on an annual basis

Requirement #	<u>SLA</u>	Requirement	Credits
2.3.2.1	Medicaid	The Contractor shall perform the data matching process and supply new 100% verified (Requirements 2.3.2.1.9, 2.3.2.1.10, and 2.3.2.1.11) changes in coverage at least on a monthly basis.	75% of the monthly data match invoice for Medicaid for the affected month
2.3.2.1	BCCDT	The Contractor shall perform the data matching process and supply new 100% verified (Requirements 2.3.2.1.9, 2.3.2.1.10, and 2.3.2.1.11) changes in coverage at least on a monthly basis.	75% of the monthly data match invoice for BCCDT for the affected month
2.3.2.1	KDP	The Contractor shall perform the data matching process and supply new 100% verified (Requirements 2.3.2.1.9, 2.3.2.1.10, and 2.3.2.1.11) changes in coverage at least on a monthly basis.	75% of the monthly data match invoice for KDP for the following month
2.3.2.1	MADAP	The Contractor shall perform the data matching process and supply new 100% verified (Requirements 2.3.2.1.9, 2.3.2.1.10, and 2.3.2.1.11) changes in coverage at least on a monthly basis.	75% of the monthly data match invoice for MADAP for the affected month

### 2.5.1 Definitions

- A. A “Problem” is defined as any situation or issue reported via a help desk ticket that is related to the system operation that is not an enhancement request.
- B. “Problem resolution time” is defined as the period of time from when the help desk ticket is opened to when it is resolved.
- C. Monthly Charges: for purposes of SLA credit calculation, Monthly Charges are defined as the charges set forth in **Attachment B, Financial Proposal Form**, invoiced during the month of the breach for the monthly fixed services, or, in the event of annual billing, 1/12th of the annual invoice amount **Financial Proposal Form**.

### 2.5.2 SLA Requirements

The Contractor shall:

- A. Be responsible for complying with all performance measurements, and shall also ensure compliance by all subcontractors.
- B. Meet the Problem response time and resolution requirements as defined in **Section 2.5.1**.
- C. Provide a monthly report to monitor and detail response times and resolution times.



- D. Respond to and update all Problems, including recording when a Problem is resolved and its resolution. Appropriate Department personnel shall be notified when a Problem is resolved.
- E. The Department shall make the final determination regarding Problem severity.
- F. Contractor shall review any Problem with Department to establish the remediation plan and relevant target dates.

### **2.5.3 SLA Effective Date (SLA Activation Date)**

SLAs set forth herein shall be in effect beginning with the commencement of monthly services as of the completion of the Transition-In Period and receipt of NTP.

Beginning on the SLA Activation Date, for any performance measurement not met during the monthly reporting period, the SLA credit for that individual measurement shall be applied to the Monthly Charges.

### **2.5.4 Service Level Reporting**

- A. Contractor performance will be monitored by the Department.
- B. The Contractor shall provide detailed monthly reports evidencing the attained level for each SLA.
- C. The Contractor shall provide a monthly summary report for SLA performance.
- D. Monthly reports shall be delivered through the web portal to the Contract Monitor within the timeframe specified in the Scope of Work.
- E. If any of the performance measurements are not met during the monthly reporting period, the Contractor will be notified of the standard that is not in compliance.

### **2.5.5 SLA Service Credits**

Time is an essential element of the Contract. For work that is not completed within the time(s) specified in the service level metrics in the Contract, the Contractor shall be liable for service credits in the amount(s) provided for in the Contract.

Service credits will be cumulative for each missed service requirement. The State, at its option for amount due the State as service credits, may deduct such from any money payable to the Contractor or may bill the Contractor as a separate item. In the event of a catastrophic failure affecting all services, all affected SLAs shall be credited to the State.

In no event shall the aggregate of all SLA credits paid to the State in any calendar month exceed 25% of the Monthly Charges.

Example: If the Monthly Charges were \$100,000 and one SLA were missed, with an applicable 4% credit, the credit to the monthly invoice would be \$4,000, and the State would pay a net Monthly Charge of \$96,000.

The parties agree that any assessment of service credits shall be construed and treated by the parties not as imposing a penalty upon the Contractor, but as compensation to the State for the Contractor's failure to satisfy its service level obligations.

### **2.5.6 Root Cause Analysis**

If the same SLA measurement yields an SLA credit more than once, the Contractor shall conduct a root cause analysis. Such root cause analysis shall be provided within 30 days of the second breach, and every breach thereafter.



### 3 Contractor Requirements: General

#### 3.1 Contract Initiation Requirements

##### 3.1.1 Project Management Plan

- 3.1.1.1 The Contractor shall submit a Work Plan. This Work Plan must be in agreement with the activity-specific Work Plan included in the Offeror's Proposal and accepted by the State for the Contract, and must, at a minimum, include the following:
- 3.1.1.2 Provide an activity-specific organization structure, including subcontractors, if any.
- 3.1.1.3 Provide a staffing table with names and titles of staff assigned to each activity. This must be in agreement with staffing identified in the accepted Proposal.
- 3.1.1.4 Provide a breakdown for each activity that shows tasks and process flows, systems requirements and functionalities, timelines and reports, and staff resources required and allocated to each.
- 3.1.1.5 Provide final spread sheet with the schedule of hospitals and Long Term Care (LTC) facilities that will be audited that calendar year for final approval.

##### 3.1.2 Planning Phase

- 3.1.2.1 The Contractor shall conduct a Kick-Off meeting 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.
- 3.1.2.2 The Contractor shall hold weekly status meetings during the implementation stage unless otherwise approved by the Contract Manager.
- 3.1.2.3 The Contractor shall ensure all Weekly Status Reports will be incorporated into an End of Planning Phase Status report and delivered to the Contract Monitor.

##### 3.1.3 Operations and Maintenance

- 3.1.3.1 The Operation and Maintenance Phase includes all activities from the end of the Planning Phase to the start of the End of Contract Phase.
- 3.1.3.2 The Contractor shall submit final format of all reports or excel files], within 30 days of NTP, in MS Word or MS Excel (2010 or greater) for each of the TPL contract services.
- 3.1.3.3 The Contractor shall develop cost avoidance and data match reports as separate files for each program specified in the requirements.
- 3.1.3.4 The Contractor shall create an Eligibility Match file to return new, verified health insurance information for each program.
- 3.1.3.5 The Contractor shall develop the following Claims Identification and Recoveries reports as separate files for each program specified in the requirements.
- 3.1.3.6 The Contractor shall create an electronic Adjustment Database to track claims received and recoveries initiated.
- 3.1.3.7 The Contractor shall develop the for the hospital and LTC audit reports for the Medicaid Program.

#### 3.2 End of Contract Transition

- 3.2.1 The Contractor shall provide transition assistance as requested by the State to facilitate the orderly transfer of services to the State or a follow-on contractor, for a period up to 60 days prior

to Contract end date, or the termination thereof. Such transition efforts shall consist, not by way of limitation, of:

- A. Provide additional services and support as requested to successfully complete the transition;
  - B. Maintain the services called for by the Contract at the required level of proficiency;
  - C. Provide updated System Documentation (see Appendix 1), as appropriate; and
  - D. Provide current operating procedures (as appropriate).
- 3.2.2 The Contractor shall work toward a prompt and timely transition, proceeding in accordance with the directions of the Contract Monitor. The Contract Monitor may provide the Contractor with additional instructions to meet specific transition requirements prior to the end of the Contract.
- 3.2.3 The Contractor shall ensure that all necessary knowledge and materials for the tasks completed are transferred to the custody of State personnel or a third party, as directed by the Contract Monitor.
- 3.2.4 The Contractor shall support end-of-Contract transition efforts with technical and project support to include but not be limited to:
- A. The Contractor shall provide a draft Transition-Out Plan 120 Business Days in advance of Contract end date.
  - B. The Transition-Out Plan shall address at a minimum the following areas:
    - 1) Any staffing concerns/issues related to the closeout of the Contract;
    - 2) Communications and reporting process between the Contractor, the Department and the Contract Monitor;
    - 3) Security and system access review and closeout;
    - 4) Any hardware/software inventory or licensing including transfer of any point of contact for required software licenses to the Department or a designee;
    - 5) Any final training/orientation of Department staff;
    - 6) Connectivity services provided, activities and approximate timelines required for Transition-Out;
    - 7) Knowledge transfer, to include:
      - a) A working knowledge of the current system environments as well as the general business practices of the Department;
      - b) Review with the Department the procedures and practices that support the business process and current system environments;
      - c) Working knowledge of all technical and functional matters associated with the Solution, its architecture, data file structure, interfaces, any batch programs, and any hardware or software tools utilized in the performance of the Contract;
      - d) Documentation that lists and describes all hardware and software tools utilized in the performance of the Contract;
      - e) A working knowledge of various utilities and corollary software products used in support and operation of the Solution;

- 8) Plans to complete tasks and any unfinished work items (including open change requests, and known bug/issues); and
- 9) Any risk factors with the timing and the Transition-Out schedule and transition process. The Contractor shall document any risk factors and suggested solutions.
- C. The Contractor shall ensure all documentation and data including, but not limited to, System Documentation and current operating procedures, is current and complete with a hard and soft copy in a format prescribed by the Contract Monitor.
- D. The Contractor shall provide copies of any current daily and weekly back-ups to the Department or a third party as directed by the Contract Monitor as of the final date of transition, but no later than the final date of the Contract.
- E. Access to any data or configurations of the furnished product and services shall be available after the expiration of the Contract as described in **Section 3.2.5**.

### **3.2.5 Return and Maintenance of State Data**

- A. Upon termination or the expiration of the Contract Term, the Contractor shall: (a) return to the State all State data in either the form it was provided to the Contractor or in a mutually agreed format along with the schema necessary to read such data; (b) preserve, maintain, and protect all State data until the earlier of a direction by the State to delete such data or the expiration of 90 days (“the retention period”) from the date of termination or expiration of the Contract term; (c) after the retention period, the Contractor shall securely dispose of and permanently delete all State data in all of its forms, such as disk, CD/DVD, backup tape and paper such that it is not recoverable, according to National Institute of Standards and Technology (NIST)-approved methods with certificates of destruction to be provided to the State; and (d) prepare an accurate accounting from which the State may reconcile all outstanding accounts. The final monthly invoice for the services provided hereunder shall include all charges for the 90-day data retention period.
- B. During any period of service suspension, the Contractor shall maintain all State data in its then existing form, unless otherwise directed in writing by the Contract Monitor.
- C. In addition to the foregoing, the State shall be entitled to any post-termination/expiration assistance generally made available by Contractor with respect to the services.

## **3.3 Invoicing**

### **3.3.1 General**

- A. The Contractor shall e-mail the original of each invoice and signed authorization to invoice to the Contract Monitor and Bruce Harrison e-mail address: [Bruce.Harrison@Maryland.gov](mailto:Bruce.Harrison@Maryland.gov).
- B. All invoices for services shall be verified by the Contractor as accurate at the time of submission.
- C. An invoice not satisfying the requirements of a Proper Invoice (as defined at COMAR 21.06.09.01 and .02) cannot be processed for payment. To be considered a Proper Invoice, invoices must include the following information, without error:
  - 1) Contractor name and address;
  - 2) Remittance address;

- 3) Federal Taxpayer Identification (FEIN) number, social security number, as appropriate;
  - 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;
  - 10) Amount due; and
  - 11) Any additional documentation required by regulation or the Contract.
- D. Invoices that contain both fixed price and time and material items shall clearly identify each item as either fixed price or time and material billing.
- E. 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 breaches the terms and conditions of the Contract until such time as the Contractor brings itself into full compliance with the Contract.
- F. Any action on the part of the Department, or dispute of action by the Contractor, shall be in accordance with the provisions of Md. Code Ann., State Finance and Procurement Article §§ 15-215 through 15-223 and with COMAR 21.10.04.
- G. The State is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. The Contractor; however, is not exempt from such sales and use taxes and may be liable for the same.
- H. Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the Contract. In no event shall any invoice be submitted later than 60 calendar days from the Contract termination date.

### **3.3.2 Invoice Submission Schedule**

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

<b>SERVICE</b>	<b>DESCRIPTION</b>	<b>BILLING FREQUENCY</b>
Eligibility Match File for Medicaid	identifying and verifying third-party liability coverage.	Monthly
Eligibility Match File for KDP	identifying and verifying third-party liability coverage.	Monthly
Eligibility Match File for BCCDTP	identifying and verifying third-party liability coverage.	Monthly
Eligibility Match File for MADAP	identifying and verifying third-party liability coverage.	Monthly
Post-Payment Recovery, Medicaid	Claims reclamation from liable third parties or other insurers. Upon completion of the reclamation	Monthly

	process, based on monthly Banking Statement.	
Post-Payment Recovery, KDP	Claims reclamation from liable third parties or other insurers. Upon completion of the reclamation process, based on monthly Banking Statement.	Monthly
Post-Payment Recovery, BCCDT	Claims reclamation from liable third parties or other insurers. Upon completion of the reclamation process, based on monthly Banking Statement.	Monthly
Credit Balance Audits, Medicaid	Recovery of credit balances from hospitals, LTC Facilities. Upon completion of audit.	Monthly

- A. For items of work for which there is one-time pricing (see **Attachment B** – Financial Proposal Form) those items shall be billed in the month following the acceptance of the work by the Department.
- B. For items of work for which there is annual pricing, see **Attachment B**– Financial Proposal Form, those items shall be billed in equal monthly installments for the applicable Contract year in the month following the performance of the services.

**3.3.3 For the purposes of the Contract an amount will not be deemed due and payable if:**

- A. The amount invoiced is inconsistent with the Contract;
- B. The proper invoice has not been received by the party or office specified in the Contract;
- C. The invoice or performance is in dispute or the Contractor has failed to otherwise comply with the provisions of the Contract;
- D. The item or services have not been accepted;
- E. The quantity of items delivered is less than the quantity ordered;
- F. The items or services do not meet the quality requirements of the Contract;
- G. If the Contract provides for progress payments, the proper invoice for the progress payment has not been submitted pursuant to the schedule;
- H. If the Contract provides for withholding a retainage and the invoice is for the retainage, all stipulated conditions for release of the retainage have not been met; or
- I. The Contractor has not submitted satisfactory documentation or other evidence reasonably required by the Procurement Officer or by the Contract concerning performance under the Contract and compliance with its provisions.

**3.3.4 Travel Reimbursement**

Travel will not be reimbursed under this RFP.

**3.4 Liquidated Damages**

**3.4.1 MBE Liquidated Damages**

MBE liquidated damages are identified in Attachment M.

### 3.4.2 Liquidated Damages other than MBE

See Section 2.5 Service Level Agreement (SLA) for Liquidated Damages.

## 3.5 Disaster Recovery and Data

The following requirements apply to the Contract:

### 3.5.1 Redundancy, Data Backup and Disaster Recovery

- J. Unless specified otherwise in the RFP, Contractor shall maintain or cause to be maintained disaster avoidance procedures designed to safeguard State data and other confidential information, Contractor's processing capability and the availability of hosted services, in each case throughout the Contract term. Any force majeure provisions of the Contract do not limit the Contractor's obligations under this provision.
- K. The Contractor shall have robust contingency and disaster recovery (DR) plans in place to ensure that the services provided under the 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.
  - 1) The Contractor shall furnish a DR site.
  - 2) The DR site shall be at least 100 miles from the primary operations site, and have the capacity to take over complete production volume in case the primary site becomes unresponsive.
- L. The contingency and DR plans must be designed to ensure that services under the Contract are restored after a disruption within twenty-four (24) hours from notification and a recovery point objective of one (1) hour or less prior to the outage in order to avoid unacceptable consequences due to the unavailability of services.
- M. The Contractor shall test the contingency/DR 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 (1) annual test shall include backup media restoration and failover/fallback operations at the DR location. The Contractor shall send the Contract Monitor a notice of completion following completion of DR testing.
- N. Such contingency and DR 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.

### 3.5.2 Data Export/Import

- A. The Contractor shall, at no additional cost or charge to the State, in an industry standard/non-proprietary format:
  - 1) perform a full or partial import/export of State data within 24 hours of a request; or
  - 2) provide to the State the ability to import/export data at will and provide the State with any access and instructions which are needed for the State to import or export data.
- B. Any import or export shall be in a secure format per the Security Requirements.

### **3.5.3 Data Ownership and Access**

- A. Data, databases and derived data products created, collected, manipulated, or directly purchased as part of a RFP are the property of the State. The purchasing State agency is considered the custodian of the data and shall determine the use, access, distribution and other conditions based on appropriate State statutes and regulations.
  - B. Public jurisdiction user accounts and public jurisdiction data shall not be accessed, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of the Contract, including as necessary to perform the services hereunder or (4) at the State's written request.
  - C. The Contractor shall limit access to and possession of State data to only Contractor Personnel whose responsibilities reasonably require such access or possession and shall train such Contractor Personnel on the confidentiality obligations set forth herein.
  - D. At no time shall any data or processes – that either belong to or are intended for the use of the State or its officers, agents or employees – be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the State.
  - E. The Contractor shall not use any information collected in connection with the services furnished under the Contract for any purpose other than fulfilling such services.
- 3.5.4 Provisions in Sections 3.5.1 – 3.5.3 shall survive expiration or termination of the Contract. Additionally, the Contractor shall flow down the provisions of Sections 3.5.1-3.5.3 (or the substance thereof) in all subcontracts.

### **3.6 Insurance Requirements**

The Contractor shall maintain, at a minimum, the insurance coverages outlined below, or any minimum requirements established by law if higher, for the duration of the Contract, including option periods, if exercised:

- 3.6.1 The following type(s) of insurance and minimum amount(s) of coverage are required:
- A. Commercial General Liability - of \$1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal and advertising injury and \$3,000,000 annual aggregate. The minimum limits required herein may be satisfied through any combination of primary and umbrella/excess liability policies.
  - B. Errors and Omissions/Professional Liability - \$1,000,000 per combined single limit per claim and \$3,000,000 annual aggregate.
  - C. Crime Insurance/Employee Theft Insurance - to cover employee theft with a minimum single loss limit of \$1,000,000 per loss, and a minimum single loss retention not to exceed \$10,000. The State of Maryland and the Department should be added as a "loss payee."
  - D. 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 or employers is processed or stored.
  - E. Worker's Compensation - The Contractor shall maintain such insurance as necessary or as required under Workers' Compensation Acts, the Longshore and Harbor Workers' Compensation Act, and the Federal Employers' Liability Act, to not be less than. one million



dollars (\$1,000,000) per occurrence (unless a state's law requires a greater amount of coverage). Coverage must be valid in all states where work is performed.

- F. Automobile or Commercial Truck Insurance - The Contractor shall maintain Automobile or Commercial Truck Insurance (including owned, leased, hired, and non-owned vehicles) 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.
- 3.6.2 The State shall be listed as an additional insured on the faces of the certificates associated with the coverages listed above, including umbrella policies, excluding Workers' Compensation Insurance and professional liability.
- 3.6.3 All insurance policies shall be endorsed to include a clause requiring the insurance carrier provide the Procurement Officer, by certified mail, not less than 30 days' advance notice of any non-renewal, cancellation, or expiration. The Contractor shall notify the Procurement Officer in writing, if policies are cancelled or not renewed within five (5) days of learning of such cancellation or nonrenewal. The Contractor shall provide evidence of replacement insurance coverage to the Procurement Officer at least 15 days prior to the expiration of the insurance policy then in effect.
- 3.6.4 Any insurance furnished as a condition of the Contract shall be issued by a company authorized to do business in the State.
- 3.6.5 The recommended awardee must provide current certificate(s) of insurance with the prescribed coverages, limits and requirements set forth in this section within five (5) Business Days from notice of recommended award. During the period of performance for multi-year contracts, the Contractor shall provide certificates of insurance annually, or as otherwise directed by the Contract Monitor.
- 3.6.6 Subcontractor Insurance  

The Contractor shall require any subcontractors to obtain and maintain comparable levels of coverage and shall provide the Contract Monitor with the same documentation as is required of the Contractor.

### **3.7 Security Requirements**

The following requirements are applicable to the Contract:

#### **3.7.1 Employee Identification**

- A. Contractor Personnel shall display his or her company ID badge in a visible location at all times while on State premises. Upon request of authorized State personnel, each Contractor Personnel shall provide additional photo identification.
- B. Contractor Personnel shall cooperate with State site requirements, including but not limited to, being prepared to be escorted at all times, and providing information for State badge issuance.
- C. Contractor shall remove any Contractor Personnel from working on the Contract where the State determines, in its sole discretion, that Contractor Personnel has not adhered to the Security requirements specified herein.



- D. The State reserves the right to request that the Contractor submit proof of employment authorization of non-United States Citizens, prior to commencement of work under the Contract.

### **3.7.2 Security Clearance/Criminal Background Check**

- A. The Contractor shall provide certification to the Department that the Contractor has completed the required criminal background check described in this RFP for each required Contractor Personnel prior to assignment, and that the Contractor Personnel have successfully passed this check.
- B. Persons with a criminal record may not perform services under the Contract unless prior written approval is obtained from the Contract Monitor. The Contract Monitor reserves the right to reject any individual based upon the results of the background check. Decisions of the Contract Monitor as to acceptability of a candidate are final. The State reserves the right to refuse any individual Contractor Personnel to work on State premises, based upon certain specified criminal convictions, as specified by the State.
- C. The CJIS criminal record check of each Contractor Personnel who will work on State premises shall be reviewed by the Contractor for convictions of any of the following crimes described in the Annotated Code of Maryland, Criminal Law Article:
- 1) §§ 6-101 through 6-104, 6-201 through 6-205, 6-409 (various crimes against property);
  - 2) any crime within Title 7, Subtitle 1 (various crimes involving theft);
  - 3) §§ 7-301 through 7-303, 7-313 through 7-317 (various crimes involving telecommunications and electronics);
  - 4) §§ 8-201 through 8-302, 8-501 through 8-523 (various crimes involving fraud);
  - 5) §§ 9-101 through 9-417, 9-601 through 9-604, 9-701 through 9-706.1 (various crimes against public administration); or
  - 6) a crime of violence as defined in CL § 14-101(a).
- D. Contractor Personnel with access to systems supporting the State or to State data who have been convicted of a felony or of a crime involving telecommunications and electronics from the above list of crimes shall not be permitted to work on State premises under the Contract; Contractor Personnel who have been convicted within the past five (5) years of a misdemeanor from the above list of crimes shall not be permitted to work on State premises.

### **3.7.3 On-Site Security Requirement(s)**

THIS SECTION IS INAPPLICABLE TO THIS RFP.

### **3.7.4 Information Technology**

The Contractor shall:

- 1) Implement administrative, physical, and technical safeguards to protect State data that are no less rigorous than accepted industry best practices for information security such as those listed below (see **Section 3.7.5**);
- 2) 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 the Contract;  
and

- 3) The Contractor, and Contractor Personnel, shall (i) abide by all applicable federal, State and local laws, rules and regulations concerning security of Information Systems and Information Technology and (ii) comply with and adhere to the State IT Security Policy and Standards as each may be amended or revised from time to time. Updated and revised versions of the State IT Policy and Standards are available online at: [www.doit.maryland.gov](http://www.doit.maryland.gov) – keyword: Security Policy.

### 3.7.5 Data Protection and Controls

- A. Contractor shall ensure a secure environment for all State data and any hardware and software (including but not limited to servers, network and data components) provided or used in connection with the performance of the Contract and shall apply or cause application of appropriate controls so as to maintain such a secure environment (“Security Best Practices”). Such Security Best Practices shall comply with an accepted industry standard, such as the NIST cybersecurity framework.
- B. To ensure appropriate data protection safeguards are in place, the Contractor shall implement and maintain the following controls at all times throughout the Term of the Contract (the Contractor may augment this list with additional controls):
  - 1) Establish separate production, test, and training environments for systems supporting the services provided under the Contract and ensure that production data is not replicated in test or training environment(s) unless it has been previously anonymized or otherwise modified to protect the confidentiality of Sensitive Data elements. The Contractor shall ensure the appropriate separation of production and non-production environments by applying the data protection and control requirements listed in **Section 3.7.5**.
  - 2) Apply hardware and software hardening procedures as recommended by Center for Internet Security (CIS) guides <https://www.cisecurity.org/>, Security Technical Implementation Guides (STIG) <http://iase.disa.mil/Pages/index.aspx>, or similar industry best practices to reduce the systems’ surface of vulnerability, eliminating as many security risks as possible and documenting what is not feasible or not performed according to best practices. Any hardening practices not implemented shall be documented with a plan of action and milestones including any compensating control. These procedures may include but are not limited to removal of unnecessary software, disabling or removing unnecessary services, removal of unnecessary usernames or logins, and the deactivation of unneeded features in the Contractor’s system configuration files.
  - 3) Ensure that State data is not comingled with non-State data through the proper application of compartmentalization security measures.
  - 4) Apply data encryption to protect Sensitive Data at all times, including in transit, at rest, and also when archived for backup purposes. Unless otherwise directed, the Contractor is responsible for the encryption of all Sensitive Data.
  - 5) For all State data the Contractor manages or controls, data encryption shall be applied to such data in transit over untrusted networks.

- 6) Encryption algorithms which are utilized for encrypting data shall comply with current Federal Information Processing Standards (FIPS), “Security Requirements for Cryptographic Modules”, FIPS PUB 140-2:  
<http://csrc.nist.gov/publications/fips/fips140-2/fips1402.pdf>  
<http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm>
- 7) Enable appropriate logging parameters to monitor user access activities, authorized and failed access attempts, system exceptions, and critical information security events as recommended by the operating system and application manufacturers and information security standards, including Maryland Department of Information Technology’s Information Security Policy.
- 8) Retain the aforementioned logs and review them at least daily to identify suspicious or questionable activity for investigation and documentation as to their cause and remediation, if required. The Department shall have the right to inspect these policies and procedures and the Contractor or subcontractor’s performance to confirm the effectiveness of these measures for the services being provided under the Contract.
- 9) Ensure system and network environments are separated by properly configured and updated firewalls.
- 10) Restrict network connections between trusted and untrusted networks by physically or logically isolating systems from unsolicited and unauthenticated network traffic.
- 11) By default “deny all” and only allow access by exception.
- 12) Review, at least annually, 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.
- 13) Perform regular vulnerability testing of operating system, application, and network devices. Such testing is expected to identify outdated software versions; missing software patches; device or software misconfigurations; and to validate compliance with or deviations from the security policies applicable to the Contract. Contractor shall evaluate all identified vulnerabilities for potential adverse effect on security and integrity and remediate the vulnerability no later than 30 days following the earlier of vulnerability’s identification or public disclosure, or document why remediation action is unnecessary or unsuitable. The Department shall have the right to inspect the Contractor’s policies and procedures and the results of vulnerability testing to confirm the effectiveness of these measures for the services being provided under the Contract.
- 14) Enforce strong user authentication and password control measures to minimize the opportunity for unauthorized access through compromise of the user access controls. At a minimum, the implemented measures should be consistent with the most current 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.
- 15) Ensure State data is not processed, transferred, or stored outside of the United States (“U.S.”). The Contractor shall provide its services to the State and the State’s end

users solely from data centers in the U.S. Unless granted an exception in writing by the State, the Contractor shall not allow Contractor Personnel to store State data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The Contractor shall permit its Contractor Personnel to access State data remotely only as required to provide technical support.

- 16) Ensure Contractor's Personnel shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the State, which may be revoked at any time for any reason. The Contractor shall complete any necessary paperwork as directed and coordinated with the Contract Monitor to obtain approval by the State to connect Contractor-owned equipment to a State LAN/WAN.
- 17) Ensure that anti-virus and anti-malware software is installed and maintained on all systems supporting the services provided under the Contract; that the anti-virus and anti-malware software is automatically updated; and that the software is configured to actively scan and detect threats to the system for remediation. The Contractor shall perform routine vulnerability scans and take corrective actions for any findings.
- 18) Conduct regular external vulnerability testing designed to examine the service provider's security profile from the Internet without benefit of access to internal systems and networks behind the external security perimeter. Evaluate all identified vulnerabilities on Internet-facing devices for potential adverse effect on the service's security and integrity and remediate the vulnerability promptly or document why remediation action is unnecessary or unsuitable. The Department shall have the right to inspect these policies and procedures and the performance of vulnerability testing to confirm the effectiveness of these measures for the services being provided under the Contract.

### **3.7.6 Security Logs and Reports Access**

- A. For a SaaS or non-State hosted solution, the Contractor shall provide reports to the State in a mutually agreeable format.
- B. Reports shall include latency statistics, user access, user access IP address, user access history and security logs for all State files related to the Contract.

### **3.7.7 Security Plan**

- A. The Contractor shall protect State data according to a written security policy ("Security Plan") no less rigorous than that of the State, and shall supply a copy of such policy to the State for validation, with any appropriate updates, on an annual basis.
- B. The Security Plan shall detail the steps and processes employed by the Contractor as well as the features and characteristics which will ensure compliance with the security requirements of the Contract.

### **3.7.8 Security Incident Response**

- A. The Contractor shall notify the Department in accordance with **Section 3.7.8A-D** when any Contractor system that may access, process, or store State data or State systems experiences a Security Incident or a Data Breach as follows:
  - 1) notify the Department within twenty-four (24) hours of the discovery of a Security Incident by providing notice via written or electronic correspondence to the

Contract Monitor, Department chief information officer and Department chief information security officer;

- 2) notify the Department within two (2) hours if there is a threat to Contractor's Solution as it pertains to the use, disclosure, and security of State data; and
- 3) provide written notice to the Department within one (1) Business Day after Contractor's discovery of unauthorized use or disclosure of State data and thereafter all information the State (or Department) requests concerning such unauthorized use or disclosure.

**B. Contractor's notice shall identify:**

- 1) the nature of the unauthorized use or disclosure;
- 2) the State data used or disclosed,
- 3) who made the unauthorized use or received the unauthorized disclosure;
- 4) what the Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and
- 5) what corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.
- 6) The Contractor shall provide such other information, including a written report, as reasonably requested by the State.

C. The Contractor may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Contract. Discussing Security Incidents with the State should be handled on an urgent as-needed basis, as part of Contractor communication and mitigation processes as mutually agreed upon, defined by law or contained in the Contract.

D. The Contractor shall comply with all applicable laws that require the notification of individuals in the event of unauthorized release of State data or other event requiring notification, and, where notification is required, assume responsibility for informing all such individuals in accordance with applicable law and to indemnify and hold harmless the State (or Department) and its officials and employees from and against any claims, damages, and actions related to the event requiring notification.

### **3.7.9 Data Breach Responsibilities**

A. If the Contractor reasonably believes or has actual knowledge of a Data Breach, the Contractor shall, unless otherwise directed:

- 1) Notify the appropriate State-identified contact within 24 hours by telephone in accordance with the agreed upon security plan or security procedures unless a shorter time is required by applicable law;
- 2) Cooperate with the State to investigate and resolve the data breach;
- 3) Promptly implement commercially reasonable remedial measures to remedy the Data Breach; and
- 4) Document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services.

- B. If a Data Breach is a direct result of the Contractor's breach of its Contract obligation to encrypt State data or otherwise prevent its release, the Contractor shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by State law; (3) a credit monitoring service required by State or federal law; (4) a website or a toll-free number and call center for affected individuals required by State law; and (5) complete all corrective actions as reasonably determined by Contractor based on root cause; all [(1) through (5)] subject to the Contract's limitation of liability.
- 3.7.10 The State shall, at its discretion, have the right to review and assess the Contractor's compliance to the security requirements and standards defined in the Contract.
- 3.7.11 Provisions in **Sections 3.7.1 – 3.7.9** shall survive expiration or termination of the Contract. Additionally, the Contractor shall flow down the provisions of **Sections 3.7.4-3.7.9** (or the substance thereof) in all subcontracts.

### **3.8 Problem Escalation Procedure**

- 3.8.1 The Contractor must provide and maintain a Problem Escalation Procedure (PEP) for both routine and emergency situations. The PEP must state how the Contractor will address problem situations as they occur during the performance of the Contract, especially problems that are not resolved to the satisfaction of the State within appropriate timeframes.
- 3.8.2 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.
- 3.8.3 The Contractor must provide the PEP no later than ten (10) Business Days after notice of recommended award. The PEP, including any revisions thereto, must also be provided within ten (10) Business Days after the start of each Contract year and within ten (10) Business Days after any change in circumstance which changes the PEP. The PEP shall detail how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. The PEP shall include:
  - A. The process for establishing the existence of a problem;
  - B. 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 expediting 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) and on an emergency basis; and
  - G. A process for updating and notifying the Contract Monitor of any changes to the PEP.
- 3.8.4 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.



### 3.9 SOC 2 Type 2 Audit Report

- 3.9.1 A SOC 2 Type 2 Audit applies to the Contract. The applicable trust principles are Security, Confidentiality, and Availability as defined in the aforementioned guidance.
- 3.9.2 In the event the Contractor provides services for identified critical functions, handles Sensitive Data, or hosts any related implemented system for the State under the Contract, the Contractor shall have an annual audit performed by an independent audit firm of the Contractor's handling of Sensitive Data or the Department's critical functions. Critical functions are identified as all aspects and functionality of the Solution including any add-on modules and shall address all areas relating to Information Technology security and operational processes. These services provided by the Contractor that shall be covered by the audit will collectively be referred to as the "Information Functions and Processes." Such audits shall be performed in accordance with audit guidance: Reporting on Controls at a Service Organization Relevant to Security, Availability, Processing Integrity, Confidentiality, or Privacy (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:
- A. 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"). All SOC2 Audit Reports shall be submitted to the Contract Monitor as specified in Section F below. The initial SOC 2 Audit shall be completed within a timeframe to be specified by the State. The audit period covered by the initial SOC 2 Audit shall start with the Contract Effective Date unless otherwise agreed to in writing by the Contract Monitor. All subsequent SOC 2 Audits after this initial audit shall be performed at a minimum on an annual basis throughout the Term of the Contract, and shall cover a 12-month audit period or such portion of the year that the Contractor furnished services.
  - B. The SOC 2 Audit shall report on the suitability of the design and operating effectiveness of controls over the Information Functions and Processes to meet the requirements of the Contract, including the Security Requirements identified in **Section 3.7**, relevant to the trust principles identified in 3.9.1: as defined in the aforementioned Guidance.
  - C. 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, Processing Integrity, Confidentiality, and Privacy) to accommodate any changes to the environment since the last SOC 2 Report. Such changes may include but are not limited to the addition of Information Functions and Processes through modifications to the Contract or due to changes in Information Technology or the operational infrastructure. The Contractor 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.
  - D. The scope of the SOC 2 Report shall include work performed by any subcontractors that provide essential support to the TO Contractor or essential support to the Information Functions and Processes provided to the Department under the Contract. The Contractor shall ensure the audit includes all such subcontractors operating in performance of the Contract.
  - E. All SOC 2 Audits, including those of the Contractor, shall be performed at no additional expense to the Department.



- F. The Contractor shall provide to the Contract Monitor, within 30 calendar days of the issuance of each SOC 2 Report, a complete copy of the final SOC 2 Report(s) and a documented corrective action plan addressing each audit finding or exception contained in the SOC 2 Report. The corrective action plan shall identify in detail the remedial action to be taken by the Contractor along with the date(s) when each remedial action is to be implemented.
- G. If the Contractor currently has an annual, independent information security assessment performed that includes the operations, systems, and repositories of the Information Functions and 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 current information security assessments are acceptable in lieu of the SOC 2 Report(s).
- H. If the Contractor fails during the Contract term to obtain an annual SOC 2 Report by the date specified in **Section 3.9.2.A**, 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 Processes utilized or provided by the Contractor and under the Contract. The Contractor 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.
- I. Provisions in **Section 3.9.1-2** shall survive expiration or termination of the Contract. Additionally, the Contractor shall flow down the provisions of **Section 3.9.1-2** (or the substance thereof) in all subcontracts.

### **3.10 Experience and Personnel**

#### **3.10.1 Preferred Offeror Experience**

The following experience is preferred and Offeror's providing proof will be more favorably evaluated as part of the Technical Proposal (see the Offeror experience, capability and references evaluation factor from **Section 6.2**):

- A. The Offeror's proposal shall provide proof a minimum of 3 (three) years of experience providing TPL services related to cost avoidance and insurance eligibility matching. The proposal shall describe the Contractor's understanding, experience, and success in achieving this activity
- B. The Offeror's proposal shall provide proof a minimum of 3 (three) years of experience providing TPL recovery services. The proposal shall describe the Contractor's understanding, experience, and success in achieving medical assistance recoveries.
- C. The Offeror's proposal shall provide proof a minimum of 3 (three) years of experience providing TPL credit balance recovery services. The proposal must describe the Contractor's understanding, experience, and success in achieving the tasks in this section.
- D. The Offeror's proposal shall provide proof a minimum of 3 (three) years of experience providing TPL Diagnosis and Trauma code services.
- E. The Offeror's proposal shall provide proof a minimum of 3 (three) years of experience providing TPL services related to no-fault, workers' compensation, general liability, medical

malpractice litigation and product liability, and applicable provisions for federal or state government.

### **3.10.2 Preferred Personnel Experience**

The following experience is preferred and Offerors that are able to provide proof of meeting the following preferred personnel experience will be evaluated more favorably as part of the Technical Proposal (see the capability of proposed resources evaluation factor from Section 6.2):

**A. Project Manager (Key Personnel)**

1. Minimum of three (3) years of experience in managing or in a key management position for a government or private sector client in a TPL Recovery project;
2. Previous experience with implementation of TPL systems.

**B. Deputy Project Manager**

1. Minimum of three (3) years of experience in a key management position for a government or private sector client in a TPL Recovery project;
2. Previous experience in managing TPL recovery project and auditing credit balances;
3. Previous experience in managing TPL cost avoidance services.

**C. IT Manager**

1. Minimum of three years' experience in providing IT management support and maintenance services for a TPL project for federal or state entity;
2. Previous experience with configuration of TPL systems for a federal or state entity.

**D. Legal Counsel**

1. Minimum of three years' experience in litigating TPL cases.

## **3.11 Substitution of Personnel**

### **3.11.1 Continuous Performance of Key Personnel**

When Key Personnel are identified for the Contract, the following apply:

- A. Key Personnel shall be available to perform Contract requirements as of the NTP Date. Unless explicitly authorized by the Contract Monitor or specified in the Contract, Key Personnel shall be assigned to the State of Maryland as a dedicated resource.
- A. Key Personnel shall perform continuously for the duration of the Contract, or such lesser duration as specified in the Technical Proposal. Key Personnel may not be removed by the Contractor from working under the Contract without the prior written approval of the Contract Monitor.
- B. The provisions of this section apply to Key Personnel identified in any Task Order proposal and agreement, if issued, and any Work Order Request and Work Order, if issued.

### **3.11.2 Definitions**

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

- A. **Extraordinary Personal Event** – means any of: leave under the Family Medical Leave Act; an Incapacitating injury or Incapacitating illness; or other circumstances that in the sole discretion of the State warrant an extended leave of absence, such as extended jury duty or

extended military service that precludes the individual from performing his/her job duties under the Contract.

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

### **3.11.3 Contractor Personnel General Substitution Provisions**

The following provisions apply to all of the circumstances of Contractor Personnel substitution described in **Section 3.11.4**.

- A. The Contractor shall demonstrate to the Contract Monitor’s satisfaction that the proposed substitute has qualifications at least equal to those of the Contractor Personnel proposed to be replaced.
- B. The Contractor shall provide the Contract Monitor with a substitution request that shall include:
- 1) A detailed explanation of the reason(s) for the substitution request;
  - 2) The resume of the proposed substitute, signed by the substituting individual and his/her formal supervisor;
  - 3) The official resume of the current personnel for comparison purposes; and
  - 4) Evidence of any required credentials.
- C. The Contract Monitor may request additional information concerning the proposed substitution and may interview the proposed substitute personnel prior to deciding whether to approve the substitution request.
- D. 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 proposed Contractor Personnel replacement.

### **3.11.4 Replacement Circumstances**

- A. **Directed Personnel Replacement**
- 1) The Contract Monitor may direct the Contractor to replace any Contractor Personnel who, in the sole discretion of the Contract Monitor, are perceived as being unqualified, non-productive, unable to fully perform the job duties, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law, Department policies, or Contract requirements. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation, as described in paragraph **3.11.4.A.2**.
  - 2) If deemed appropriate in the discretion of the Contract Monitor, the Contract Monitor may give written notice of any Contractor Personnel performance issues to the Contractor, describing the problem and delineating the remediation requirement(s). The Contractor shall provide a written response to the remediation requirements in a Remediation Plan within ten (10) days of the date of the notice and shall immediately implement the Remediation Plan upon written acceptance by the Contract 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.

- 3) Should performance issues persist despite an approved Remediation Plan, the Contract Monitor may give written notice of the continuing performance issues and either request a new Remediation Plan within a specified time limit or direct the substitution of Contractor Personnel whose performance is at issue with a qualified substitute, including requiring the immediate removal of the Contractor Personnel at issue.
- 4) Replacement or substitution of Contractor Personnel under this section shall be in addition to, and not in lieu of, the State's remedies under the Contract or which otherwise may be available at law or in equity.
- 5) If the Contract Monitor determines to direct substitution under **3.11.4.A.1**, if at all possible, at least fifteen (15) days advance notice shall be given to the Contractor. However, if the Contract Monitor deems it necessary and in the State's best interests to remove the Contractor Personnel with less than fifteen (15) days' notice, the Contract Monitor may direct the removal in a timeframe of less than fifteen (15) days, including immediate removal.
- 6) In circumstances of directed removal, the Contractor shall, in accordance with paragraph **3.11.4.A.1** 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.

**B. Key Personnel Replacement**

- 1) To replace any Key Personnel in a circumstance other than as described in **3.11.4.B**, including transfers and promotions, the Contractor shall submit a substitution request as described in **Section 3.11.3** to the Contract Monitor at least fifteen (15) days prior to the intended date of change. A substitution may not occur unless and until the Contract Monitor approves the substitution in writing.
- 2) Key Personnel Replacement Due to Sudden Vacancy
  - a) The Contractor shall replace Key Personnel whenever a sudden vacancy occurs (e.g., Extraordinary Personal Event, death, resignation, termination). A termination or resignation with thirty (30) days or more advance notice shall be treated as a replacement under **Section 3.11.4.B.1**.
  - b) Under any of the circumstances set forth in this paragraph B, the Contractor shall identify a suitable replacement and provide the same information and items required under **Section 3.11.3** within fifteen (15) days of the actual vacancy occurrence or from when the Contractor first knew or should have known that the vacancy would be occurring, whichever is earlier.
- 3) Key Personnel Replacement Due to an Indeterminate Absence
  - a) If any Key Personnel has been absent from his/her job for a period of ten (10) days and it is not known or reasonably anticipated that the individual will be returning to work within the next twenty (20) days to fully resume all job duties, before the 25th day of continuous absence, the Contractor shall identify a suitable replacement and provide the same information and items to the Contract Monitor as required under **Section 3.11.3**.

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

### 3.11.5 Substitution Prior to and Within 30 Days After Contract Execution

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

### 3.12 Minority Business Enterprise (MBE) Reports

If this solicitation includes an MBE Goal (see **Section 4.26**), the Contractor shall:

- A. Submit the following reports by the 10th of each month to the Contract Monitor and the Department's MBE Liaison Officer:
  - 1) 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
  - 2) (If Applicable) An MBE Prime Contractor Report (Attachment D-4B) identifying an MBE prime's self-performing work to be counted towards the MBE participation goals.
- B. Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit an MBE Subcontractor Paid/Unpaid Invoice Report (**Attachment D-5**) by the 10th of each month to the Contract Monitor and the Department's MBE Liaison Officer 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.
- C. Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the Contract, 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.
- D. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the MBE participation obligations. Contractor must retain all records concerning MBE

participation and make them available for State inspection for three years after final completion of the Contract.

- E. Upon completion of the Contract and before final payment and 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.

### **3.13 Veteran Small Business Enterprise (VSBE) Reports**

If this solicitation includes a VSBE Goal (see **Section 4.27**), the Contractor shall:

- A. Submit the following reports by the 10<sup>th</sup> of the month following the reporting period to the Contract Monitor and the Department VSBE representative:
  - 1) VSBE Participation Prime Contractor Paid/Unpaid VSBE Invoice Report (**Attachment E-3**) listing any unpaid invoices, over 45 days old, received from any VSBE subcontractor, the amount of each invoice and the reason payment has not been made; and
  - 2) **Attachment E-4**, the VSBE Participation Subcontractor Paid/Unpaid VSBE Invoice Report by the 10<sup>th</sup> of the month following the reporting period to the Contract Monitor and the VSBE Liaison Officer.
- B. Include in its agreements with its VSBE subcontractors a requirement that those subcontractors submit monthly by the 10<sup>th</sup> of the month following the reporting period to the Contract Monitor and Department VSBE representative a report that identifies the prime contract and lists all payments received from Contractor in the preceding reporting period month, as well as any outstanding invoices, and the amount of those invoices (**Attachment E-4**).
- C. Maintain such records as are necessary to confirm compliance with its VSBE participation obligations. These records must indicate the identity of VSBE and non-VSBE subcontractors employed on the contract, the type of work performed by each, and the actual dollar value of work performed. The subcontract agreement documenting the work performed by all VSBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.
- D. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the VSBE participation obligations. The Contractor must retain all records concerning VSBE participation and make them available for State inspection for three years after final completion of the Contract.
- E. At the option of the Department, upon completion of the Contract and before final payment and release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from VSBE subcontractors.

### **3.14 Work Orders**

THIS SECTION IS INAPPLICABLE TO THIS RFP.

### **3.15 No-Cost Extensions**

In accordance with BPW Advisory 1995-1 item 7.b, in the event there are unspent funds remaining on the Contract, prior to the Contract's expiration date the Procurement Officer may modify the Contract to

extend the Contract beyond its expiration date for a period up to, but not exceeding, one-third of the base term of the Contract (e.g., eight-month extension on a two-year contract) for the performance of work within the Contract's scope of work. Notwithstanding anything to the contrary, no funds may be added to the Contract in connection with any such extension.

.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**



## 4 Procurement Instructions

### 4.1 Pre-Proposal Conference

- 4.1.1 A pre-Proposal conference (Conference) will be held at the date, time, and location indicated on the Key Information Summary Sheet.
- 4.1.2 Attendance at the Conference is not mandatory, but all interested parties are encouraged to attend in order to facilitate better preparation of their Proposals.
- 4.1.3 Following the Conference, the attendance record and summary of the Conference will be distributed via the same mechanism described for amendments and questions (see **Section 4.2.1 eMM**).
- 4.1.4 Attendees should bring a copy of the solicitation and a business card to help facilitate the sign-in process.
- 4.1.5 In order to assure adequate seating and other accommodations at the Conference, please e-mail the Pre-Proposal Conference Response Form (**Attachment A**) no later than the time and date indicated on the form. In addition, if there is a need for sign language interpretation or other special accommodations due to a disability, please notify the Procurement Officer at least five (5) Business Days prior to the Conference date. The Department will make a reasonable effort to provide such special accommodation.
- 4.1.6 Seating at the Conference will be limited to two (2) attendees per vendor.

### 4.2 eMaryland Marketplace (eMM)

- 4.2.1 eMM is the electronic commerce system for the State of Maryland. The RFP, Conference summary and attendance sheet, Offerors' questions and the Procurement Officer's responses, addenda, and other solicitation-related information will be made available via eMM.
- 4.2.2 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

- 4.3.1 All questions, including concerns regarding any applicable MBE or VSBE participation goals, shall identify in the subject line the Solicitation Number and Title (20-18315- Maximization of Third Party Liability Recoveries for the State of Maryland), and shall be submitted in writing via e-mail to the Procurement Officer no later than the date and time specified the Key Information Summary Sheet. 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.
- 4.3.2 Answers to all questions that are not clearly specific only to the requestor will be distributed via the same mechanism as for RFP amendments, and posted on eMM.
- 4.3.3 The statements and interpretations contained in responses to any questions, whether responded to verbally or in writing, are not binding on the Department unless it issues an amendment in writing.

#### **4.4 Procurement Method**

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

#### **4.5 Proposal Due (Closing) Date and Time**

- 4.5.1 Proposals, in the number and form set forth in **Section 5 Proposal Format**, must be received by the Procurement Officer no later than the Proposal due date and time indicated on the Key Information Summary Sheet in order to be considered.
- 4.5.2 Requests for extension of this date or time shall not be granted.
- 4.5.3 Offerors submitting Proposals should allow sufficient 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 Key Information Summary Sheet will not be considered.
- 4.5.4 The date and time of an e-mail submission is determined by the date and time of arrival in the e-mail address indicated on the Key Information Summary Sheet.
- 4.5.5 Proposals may be modified or withdrawn by written notice received by the Procurement Officer before the time and date set forth in the Key Information Summary Sheet for receipt of Proposals.
- 4.5.6 Proposals may not be submitted by e-mail or facsimile. Proposals will not be opened publicly.
- 4.5.7 Potential Offerors 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).

#### **4.6 Multiple or Alternate Proposals**

Multiple 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**

- 4.8.1 The 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 (See also RFP **Section 5.3.2.B** “Claim of Confidentiality”). This 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.
- 4.8.2 Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information must be disclosed.

## **4.9 Award Basis**

A Contract shall be awarded to the responsible Offeror(s) 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. Oral presentations are considered part of the Technical Proposal. 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. 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 the latest of the following: 120 days following the Proposal due date and time, best and final offers if requested (see **Section 6.5.2**), or the date any protest concerning this RFP is finally resolved. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

## **4.12 Revisions to the RFP**

- 4.12.1 If the RFP is revised before the due date for Proposals, the Department shall post any addenda to the RFP on eMM and shall endeavor to provide such addenda to all prospective Offerors that were sent this RFP or are otherwise known by the Procurement Officer to have obtained this RFP. It remains the responsibility of all prospective Offerors to check eMM for any addenda issued prior to the submission of Proposals.
- 4.12.2 Acknowledgment of the receipt of all addenda to this RFP issued before the Proposal due date shall be included in the Transmittal Letter accompanying the Offeror's Technical Proposal.
- 4.12.3 Addenda made after the due date for Proposals will be sent only to those Offerors that remain under award consideration as of the issuance date of the addenda.
- 4.12.4 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.
- 4.12.5 Failure to acknowledge receipt of an addendum does not relieve the Offeror from complying with the terms, additions, deletions, or corrections set forth in the addendum, and may cause the Proposal to be deemed not reasonably susceptible of being selected for award.

## **4.13 Cancellations**

- 4.13.1 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.
- 4.13.2 The State reserves the right, in its sole discretion, to award a Contract based upon the written Proposals received without discussions or negotiations.

- 4.13.3 In the event a government entity proposes and receives the recommendation for award, the procurement may be cancelled and the award processed 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 to this solicitation or the Contract award shall be subject to the provisions of COMAR 21.10 (Administrative and Civil Remedies).

#### 4.16 Offeror Responsibilities

- 4.16.1 Offerors must be able to provide all goods and services and meet all of the requirements requested in this solicitation and the successful Offeror shall be responsible for Contract performance including any subcontractor participation.
- 4.16.2 All subcontractors shall be identified and a complete description of their role relative to the Proposal shall be included in the Offeror's Proposal. If applicable, subcontractors utilized in meeting the established MBE or VSBE participation goal(s) for this solicitation shall be identified as provided in the appropriate Attachment(s) to this RFP (see **Section 4.26** "Minority Participation Goal" and **Section 4.27** "VSBE Goal").
- 4.16.3 If the Offeror 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's Proposal shall contain an explicit statement, signed by an authorized representative of the parent organization, stating that the parent organization will guarantee the performance of the subsidiary.
- 4.16.4 A parental guarantee of the performance of the Offeror under this Section will not automatically result in crediting the Offeror with the experience or qualifications of the parent under any evaluation criteria pertaining to the actual Offeror's experience and qualifications. Instead, the Offeror will be evaluated on the extent to which the State determines that the experience and qualifications of the parent are applicable to and shared with the Offeror, any stated intent by the parent to be directly involved in the performance of the Contract, and the value of the parent's participation as determined by the State.

#### 4.17 Acceptance of Terms and Conditions

By submitting a Proposal in response to this RFP, the Offeror, if selected for award, shall be deemed to have accepted the terms and conditions of this RFP and the Contract, attached hereto as **Attachment M**. Any exceptions to this RFP or the Contract shall be clearly identified in the Executive Summary of the Technical Proposal. **All exceptions will be taken into consideration when evaluating the Offeror's Proposal. The Department reserves the right to accept or reject any exceptions.**

#### 4.18 Proposal Affidavit

A Proposal submitted by the 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 of this Affidavit is included for informational purposes as **Attachment N** of this RFP. This Affidavit must be provided within five (5) Business Days of notification of recommended award. 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 Proposal due date and time. The 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:

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

- A. Falsify, conceal, or suppress a material fact by any scheme or device.
- B. Make a false or fraudulent statement or representation of a material fact.
- C. Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.

4.22.2 A person may not aid or conspire with another person to commit an act under **Section 4.22.1**.

4.22.3 A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding five (5) years or both.

#### 4.23 Payments by Electronic Funds Transfer

By submitting a Proposal in response to this solicitation, the Offeror, if selected for award:

- 4.23.1 Agrees to accept payments by electronic funds transfer (EFT) unless the State Comptroller's Office grants an exemption. Payment by EFT is mandatory for contracts exceeding \$200,000. The successful Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form.
- 4.23.2 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/Vendor\\_Services/Accounting\\_Information/Static\\_Files/GADX10Form20150615.pdf](http://comptroller.marylandtaxes.com/Vendor_Services/Accounting_Information/Static_Files/GADX10Form20150615.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 Small, Minority & Women Business Affairs (GOSBA) 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, Section 31 "Prompt Pay Requirements" (see **Attachment M**), should an MBE goal apply to this RFP. Additional information is available on GOSBA's website at: <http://www.gomdsmallbiz.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. In the case of electronic transactions authorized by this RFP, electronic records and signatures by an authorized representative satisfy a requirement for written submission and signatures.
- 4.25.3 "Electronic means" refers to exchanges or communications using electronic, digital, magnetic, wireless, optical, electromagnetic, or other means of electrically conducting transactions. Electronic means include 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 describing payments by Electronic Funds Transfer), the following transactions are authorized to be conducted by electronic means on the terms as authorized in COMAR 21.03.05:



- A. The Procurement Officer may conduct the procurement using eMM or e-mail to issue:
    - 1) The RFP;
    - 2) Any amendments and requests for best and final offers;
    - 3) Pre-Proposal conference documents;
    - 4) Questions and responses;
    - 5) Communications regarding the solicitation or Proposal to any Offeror or potential Offeror;
    - 6) Notices of award selection or non-selection; and
    - 7) The Procurement Officer's decision on any Proposal protest or Contract claim.
  - B. The Offeror or potential Offeror may use e-mail to:
    - 1) Ask questions regarding the solicitation;
    - 2) 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, but only on the terms specifically approved and directed by the Procurement Officer and;
    - 3) Submit a "No Proposal Response" to the RFP.
  - C. The Procurement Officer, the Contract Monitor, and the Contractor may conduct day-to-day Contract administration, except as outlined in **Section 4.25.5** of this subsection, utilizing e-mail 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 protests;
  - C. Filing of Contract claims;
  - D. Submission of documents determined by the Department to require original signatures (e.g., Contract execution, Contract modifications); 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 e-mail transmission is only authorized to the e-mail addresses for the identified person as provided in the solicitation, the Contract, or in the direction from the Procurement Officer or Contract Monitor.

## 4.26 MBE Participation Goal

### 4.26.1 Establishment of Goal and Subgoals

An overall MBE subcontractor participation goal as identified in the Key Information Summary Sheet has been established for this procurement, representing a percentage of the total Contract dollar value, including all renewal option terms, if any, has been established for this procurement.



Notwithstanding any subgoals established for this RFP, 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.

By submitting a response to this solicitation, the Offeror acknowledges the overall MBE subcontractor participation goal and subgoals, and commits to achieving the overall goal and subgoals by utilizing certified minority business enterprises, or requests a full or partial waiver of the overall goal and subgoals.

**An Offeror that does not commit to meeting the entire MBE participation goal outlined in this Section 4.26 must submit a request for waiver with its proposal submission that is supported by good faith efforts documentation to meet the MBE goal made prior to submission of its proposal as outlined in Attachment D-1B, Waiver Guidance. Failure of an Offeror to properly complete, sign, and submit Attachment D-1A at the time it submits its Technical Response(s) to the RFP will result in the State's rejection of the Offeror's Proposal for the applicable Service Category. This failure is not curable.**

4.26.2 Attachments.

- A. D-1 to D-5 – The following Minority Business Enterprise participation instructions, and forms are provided to assist Offerors:
  1. Attachment D-1A MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule (must be submitted with Proposal)
  2. Attachment D-1B Waiver Guidance
  3. Attachment D-1C Good Faith Efforts Documentation to Support Waiver Request
  4. Attachment D-2 Outreach Efforts Compliance Statement
  5. Attachment D-3A MBE Subcontractor Project Participation Certification
  6. Attachment D-3B MBE Prime Project Participation Certification
  7. Attachment D-4A Prime Contractor Paid/Unpaid MBE Invoice Report
  8. Attachment D-4B MBE Prime Contractor Report
  9. Attachment D-5 Subcontractor Paid/Unpaid MBE Invoice Report
- B. The Offeror shall include with its Proposal a completed MBE Utilization and Fair Solicitation Affidavit (**Attachment D-1A**) whereby:
  1. 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
  2. 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.

3. The 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 the 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.*

- 4.26.3 Offerors are responsible for verifying that each MBE (including any MBE prime and 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.
- 4.26.4 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.
  - D. 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.*

- 4.26.5 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.**
- 4.26.6 The 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.
- 4.26.7 All documents, including the MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule (**Attachment D-1A**), completed and submitted by the Offeror in connection with its certified MBE participation commitment shall be considered a part of the Contract and are hereby expressly incorporated into the Contract by reference thereto. All of the

referenced documents will be considered a part of the Proposal for order of precedence purposes (see Contract – **Attachment M, Section 2.1**).

- 4.26.8 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 for MBE, section 39**).
- 4.26.9 As set forth in COMAR 21.11.03.12-1(D), when a certified MBE firm participates on a contract as a prime contractor (including a joint-venture where the MBE firm is a partner), a procurement agency may count the distinct, clearly defined portion of the work of the contract that the certified MBE firm performs with its own work force towards fulfilling up to fifty-percent (50%) of the MBE participation goal (overall) and up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the contract.

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

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. Refer to MBE forms (**Attachment D**) for additional information.

## **4.27 VSBE Goal**

### **4.27.1 Purpose**

- A. The Contractor shall structure its procedures for the performance of the work required in the Contract to attempt to achieve the VSBE participation goal stated in this solicitation. VSBE performance must be in accordance with this section and **Attachment E**, as authorized by COMAR 21.11.13. The Contractor agrees to exercise all good faith efforts to carry out the requirements set forth in this section and **Attachment E**.
- B. Veteran-Owned Small Business Enterprises must be verified by the Office of Small and Disadvantaged Business Utilization (OSDBU) of the United States Department of Veterans Affairs. The listing of verified VSBEs may be found at <http://www.va.gov/osdbu>.

### **4.27.2 VSBE Goal**

- A. A VSBE participation goal of the total Contract dollar amount has been established for this procurement as identified in the Key Information Summary Sheet.
- B. By submitting a response to this solicitation, the Offeror agrees that this percentage of the total dollar amount of the Contract will be performed by verified veteran-owned small business enterprises.

### **4.27.3 Solicitation and Contract Formation**

- A. In accordance with COMAR 21.11.13.05 C (1), this solicitation requires Offerors to:
  - 1) Identify specific work categories within the scope of the procurement appropriate for subcontracting;

- 2) Solicit VSBES before Proposals are due, describing the identified work categories and providing instructions on how to bid on the subcontracts;
  - 3) Attempt to make personal contact with the VSBES solicited and to document these attempts;
  - 4) Assist VSBES to fulfill, or to seek waiver of, bonding requirements; and
  - 5) Attempt to attend pre-Proposal or other meetings the procurement agency schedules to publicize contracting opportunities to VSBES.
- B. The Offeror must include with its Proposal a completed VSBE Utilization Affidavit and Prime/Subcontractor Participation Schedule (**Attachment E-1**) whereby the Offeror:
- 1) Acknowledges it: a) intends to meet the VSBE participation goal; or b) requests a full or partial waiver of the VSBE participation goal. If the Offeror commits to the full VSBE goal or requests a partial waiver, it shall commit to making a good faith effort to achieve the stated goal; and
  - 2) Responds to the expected degree of VSBE participation as stated in the solicitation, by identifying the specific commitment of VSBES at the time of Proposal submission. The Offeror shall specify the percentage of contract value associated with each VSBE prime/subcontractor identified on the VSBE Participation Schedule.
- C. As set forth in COMAR 21.11.13.05.B(2), when a verified VSBE firm participates on a Contract as a Prime Contractor, a procurement agency may count the distinct, clearly defined portion of the work of the contract that the VSBE Prime Contractor performs with its own work force towards meeting up to one hundred percent (100%) of the VSBE goal.
- D. In order to receive credit for self-performance, a VSBE Prime must list its firm in the VSBE Prime/Subcontractor Participation Schedule (**Attachment E-1**) and include information regarding the work it will self-perform. For any remaining portion of the VSBE goal that is not to be performed by the VSBE Prime, the VSBE Prime must also identify verified VSBE subcontractors used to meet the remainder of the goal.
- E. Within 10 Business Days from notification that it is the apparent awardee, the awardee must provide the following documentation to the Procurement Officer:
- 1) VSBE Project Participation Statement (**Attachment E-2**);
  - 2) If the apparent awardee believes a full or partial waiver of the overall VSBE goal is necessary, it must submit a fully-documented waiver request that complies with COMAR 21.11.13.07; and
  - 3) Any other documentation required by the Procurement Officer to ascertain Offeror responsibility in connection with the VSBE participation goal.

***If the apparent awardee fails to return each completed document within the required time, the Procurement Officer may determine that the apparent awardee is not reasonably susceptible of being selected for award.***

#### **4.28 Living Wage Requirements**

- A. Maryland law requires that contractors meeting certain conditions pay a living wage to covered employees on State service contracts over \$100,000. Maryland Code Ann., State Finance and Procurement Article, § 18-101 et al. The Commissioner of Labor and Industry at

- the Department of Labor, Licensing and Regulation requires that a contractor subject to the Living Wage law submit payroll records for covered employees and a signed statement indicating that it paid a living wage to covered employees; or receive a waiver from Living Wage reporting requirements. See COMAR 21.11.10.05.
- B. 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. 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>.
- C. 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 the Offeror fails to complete and submit the required documentation, the State may determine the Offeror to not be responsible under State law.
- D. Contractors and subcontractors subject to the Living Wage Law shall pay each covered employee at least the minimum amount set by law for the applicable Tier area. The specific living wage rate is determined by whether a majority of services take place in a Tier 1 Area or a Tier 2 Area of the State. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State.
- 1) 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 recipients of the services are located. If the Contractor provides more than 50% of the services from an out-of-State location, the State agency determines the wage tier based on where the majority of the service recipients are located. In this circumstance, the Contract will be determined to be a Tier (enter "1" or "2," depending on where the majority of the service recipients are located) Contract.
  - 2) The Contract 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 Bidder must identify in its Bid 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.
  - 3) 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.
  - 4) 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.
- E. If the Contractor provides more than 50% of the services from an out-of-State location, the State agency determines the wage tier based on where the majority of the service recipients are located. See COMAR 21.11.10.07.
- F. The Offeror shall identify in the Proposal the location from which services will be provided.

- G. **NOTE:** Whereas the Living Wage may change annually, the Contract price will not change because of a Living Wage change. The Contractor shall be responsible for any wage/rate increase during the term of the Contract and such increase may not be passed on to the State.

#### **4.29 Federal Funding Acknowledgement**

- 4.29.1 There are programmatic conditions that apply to the 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 is \$2,000,000 in Maryland State fiscal year 2019. This represents 50% 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: 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 the Contract.

#### **4.30 Conflict of Interest Affidavit and Disclosure**

- 4.30.1 The Offeror shall complete and sign the Conflict of Interest Affidavit and Disclosure (**Attachment H**) and submit it with its Proposal.
- 4.30.2 By submitting a Conflict of Interest Affidavit and Disclosure, the Contractor shall be construed as certifying all Contractor Personnel and subcontractors are also without a conflict of interest as defined in COMAR 21.05.08.08A.
- 4.30.3 Additionally, a Contractor has an ongoing obligation to ensure that all Contractor Personnel are without conflicts of interest prior to providing services under the Contract. For policies and procedures applying specifically to Conflict of Interests, the Contract is governed by COMAR 21.05.08.08.
- 4.30.4 Participation in Drafting of Specifications: Disqualifying Event: Offerors are advised that Md. Code Ann. State Finance and Procurement Article §13-212.1(a) provides generally that "an individual who assists an executive unit in the drafting of specifications, an invitation for bids, a request for proposals for a procurement, or the selection or award made in response to an invitation for bids or a request for proposals, or a person that employs the individual, may not: (1) submit a bid or proposal for that procurement; or (2) assist or represent another person, directly or indirectly, who is submitting a bid or proposal for that procurement." Any Offeror submitting a Proposal in violation of this provision shall be classified as "not responsible." See COMAR 21.05.03.03.

#### **4.31 Non-Disclosure Agreement**

##### **4.31.1 Non-Disclosure Agreement (Offeror)**

A Non-Disclosure Agreement (Offeror) is not required for this procurement.



#### 4.31.2 Non-Disclosure Agreement (Contractor)

All Offerors are advised that this solicitation and any 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 recommended 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 Performance of Services Disclosure. A copy of this Disclosure is included as **Appendix L**. The Disclosure must be provided with the Proposal.

#### 4.36 Department of Human Services (DHS) Hiring Agreement

This solicitation does not require a DHS Hiring Agreement.

#### 4.37 Small Business Reserve (SBR) Procurement

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

#### 4.38 Maryland Healthy Working Families Act Requirements

On February 11, 2018, the Maryland Healthy Working Families Act went into effect. All offerors should be aware of how this Act could affect your potential contract award with the State of Maryland. See the Department of Labor, Licensing and Regulations web site for Maryland Healthy Working Families Act Information: <http://dllr.maryland.gov/paidleave/>.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**



## 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 Proposal Delivery and Packaging

- 5.2.1 Proposals delivered by facsimile and e-mail shall not be considered.
- 5.2.2 Provide no pricing information in the Technical Proposal. Provide no pricing information on the media submitted in the Technical Proposal.
- 5.2.3 Offerors may submit Proposals by hand or by mail as described below to the address provided in the Key Information Summary Sheet.
  - A. Any Proposal 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. The State recommends a delivery method for which both the date and time of receipt can be verified.
  - B. For hand-delivery, Offerors are advised to secure a dated, signed, and time-stamped (or otherwise indicated) receipt of delivery. Hand-delivery includes delivery by commercial carrier acting as agent for the Offeror.
- 5.2.4 The Procurement Officer must receive all Proposal material by the RFP due date and time specified in the Key Information Summary Sheet. Requests for extension of this date or time will not be granted. Except as provided in COMAR 21.05.03.02F, Proposals received by the Procurement Officer after the due date will not be considered.
- 5.2.5 Offerors shall provide their Proposals in two separately sealed and labeled packages as follows:
  - A. Volume I - Technical Proposal consisting of:
    - 1) One (1) original executed Technical Proposal and all supporting material marked and sealed,
    - 2) five (5) duplicate copies of the above separately marked and sealed,
    - 3) an electronic version of the Technical Proposal in Microsoft Word format, version 2007 or greater,
    - 4) the Technical Proposal in searchable Adobe PDF format, and
    - 5) a second searchable Adobe PDF copy of the Technical Proposal with confidential and proprietary information redacted (see **Section 4.8**).
  - B. Volume II - Financial Proposal consisting of:
    - 1) One (1) original executed Financial Proposal and all supporting material marked and sealed,
    - 2) Four (4) duplicate copies of the above separately marked and sealed,
    - 3) an electronic version of the Financial Proposal in searchable Adobe PDF format, and

- 4) a second searchable Adobe pdf copy of the Financial Proposal, with confidential and proprietary information redacted(see **Section 4.8**).
- 5.2.6 Affix the following to the outside of each sealed Proposal. Include 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. Unless the resulting package will be too unwieldy, the State's preference is for the separately sealed Technical and Financial Proposals to be submitted together in a single package to the Procurement Officer and including a label bearing:
  - RFP title and number,
  - Name and address of the Offeror, and
  - Closing date and time for receipt of Proposals
- 5.2.7 Label each electronic media (CD, DVD, or flash drive) on the outside with the RFP title and number, name of the Offeror, and volume number. Electronic media must be packaged with the original copy of the appropriate Proposal (Technical or Financial).

### **5.3 Volume I - Technical Proposal**

**NOTE:** Omit all **pricing information** from the Technical Proposal (Volume I). Include pricing information only in the Financial Proposal (Volume II).

- 5.3.1 In addition to the instructions below, responses in the Offeror's Technical Proposal shall reference the organization and numbering of Sections in the RFP (e.g., "Section 2.2.1 Response . . ."; "Section 2.2.2 Response . . ."). All pages of both Proposal volumes shall be consecutively numbered from beginning (Page 1) to end (Page "x").
- 5.3.2 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:
  - A. 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.
  - B. Claim of Confidentiality (If applicable, submit under TAB A-1)

Any information which is claimed to be 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. An explanation for each claim of confidentiality shall be included (see **Section 4.8 "Public Information Act Notice"**). The entire Proposal cannot be given a blanket confidentiality designation - any confidentiality designation must apply to specific sections, pages, or portions of pages of the Proposal and an explanation for each claim shall be included.
  - C. Offeror Information Sheet and Transmittal Letter (Submit under TAB B)

The Offeror Information Sheet (see **Appendix 2**) and a Transmittal Letter shall accompany the Technical Proposal. The purpose of the Transmittal Letter is to transmit the Proposal and acknowledge the receipt of any addenda to this RFP issued before the Proposal due date and time. Transmittal Letter should be brief, be signed by an individual who is authorized to commit the Offeror to its Proposal and the requirements as stated in this RFP.

D. 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.”

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 (see **Section 4.16 “Offeror Responsibilities”**).

The Executive Summary shall also identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract (**Attachment M**), or any other exhibits or attachments. Acceptance or rejection of exceptions is within the sole discretion of the State. **Exceptions to terms and conditions, including requirements, may result in having the Proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award.**

E. 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**. If references are required in **RFP Section 1**, those references shall be submitted in this section and shall contain the information described in both **Section 1** and **Section 5.3.2.I**.

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

- 1) The Offeror shall address each RFP requirement (RFP **Section 2** and **Section 3**) in its Technical Proposal with a cross reference to the requirement and describe how its proposed goods and services, including the goods and 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 an RFP requirement shall include an explanation of how the work will be performed. The response shall address each requirement in **Section 2** and **Section 3** in order, and shall contain a cross reference to the requirement.

a. **Page Limitation:**

**Proposals in response to this Request for Proposals shall have a maximum page limit of no more than one hundred (100) pages in length. Proposals shall be limited to a paper format size of 8 ½” x 11”. Font size of print shall be no less than 12 (twelve) with design in either Times New Roman, Arial, or Caliber. Printing on both sides of the paper is permitted, and one page printed on two sides shall be counted as two pages. All pages shall have a minimum 1” margins on the top, bottom and sides of each page.**

**In addition to the base proposal limited to one hundred (100) pages in length as more fully specified above, offerors may submit a separate volume of attachments as part of an Appendix to supplement the base proposal. The Appendix may contain items such as drawings, reference lists, technical charts, flow charts, organizational charts, tables, resumes, financial statements, descriptions or illustrations of methodology, or any other matter that the offeror deems to be significant supporting documentation.**

**The State reserves the right in its sole discretion to downgrade or disqualify any proposal that fails to comply with this page limitation requirement. The State**

also reserves the right to base its selection decision solely on the content of the base proposal.

- 2) 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.
- 3) The Offeror shall give a definitive section-by-section description of the proposed plan to meet the requirements of the RFP, i.e., a Work Plan. The Work Plan shall include the specific methodology, techniques, and number of staff, if applicable, to be used by the Offeror in providing the required goods and services as outlined in RFP **Section 2**, Contractor Requirements: Scope of Work. The description shall include an outline of the overall management concepts employed by the Offeror and a project management plan, including project control mechanisms and overall timelines. Project deadlines considered contract deliverables must be recognized in the Work Plan.
- 4) Implementation Schedule - Offeror shall provide the proposed implementation schedule with its Proposal. The Contractor shall develop a spread sheet comprised of all hospitals and LTC facilities that will be schedule for audit for each calendar year.
- 5) The Offeror shall provide a draft Problem Escalation Procedure (PEP) that includes, at a minimum, titles of individuals to be contacted by the 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 **Section 3.8**.
- 6) The Offeror shall include a deliverable description and schedule describing the proposed Deliverables as mapped to the State SDLC and the Deliverables table in **Section 2.4.4**. The schedule shall also detail proposed submission due date/frequency of each recommended Deliverable.
- 7) The Offeror shall include an SLA as identified in **Section 2.6**, including service level metrics offered and a description how the metrics are measured, any SLA credits should the service level metrics not be met, and how the State can verify the service level. The Offeror shall describe how service level performance is reported to the State.

G. 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 including information in support of the Preferred Personnel Experience criteria in **Section 3.10.2**. Specifically, the Offeror shall:

- 1) 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.
- 2) Include individual resumes for Key Personnel (**Section 3.10.2**), 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.
- 3) Include letters of intended commitment to work on the project, including letters from any proposed subcontractor(s). Offerors should be aware of restrictions on substitution

of Key Personnel prior to RFP award (see Substitution Prior to and Within 30 Days After Contract Execution in Section 3.11.5).

- 4) 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) If proposing differing personnel work hours than identified in the RFP, describe how and why it proposes differing personnel work hours.

**H. Offeror Qualifications and Capabilities (Submit under TAB G)**

The Offeror shall include information on past experience with similar projects and services including information in support of the Offeror Experience criteria in **Section 3.10.1**. 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 goods and 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 the 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.

**I. 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 goods and services specified in this RFP. References used to meet any Minimum Qualifications (see RFP **Section 1**) may be used to meet this request. Each reference shall be from a client for whom the Offeror has provided goods and 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 goods and services provided.

The Department reserves the right to request additional references or utilize references not provided by the Offeror. Points of contact must be accessible and knowledgeable regarding Offeror performance.

**J. 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 goods and 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 goods and services 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.

**K. Financial Capability (Submit under TAB J)**

The 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.

**L. 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 3.6**. See **Section 3.6** for the required insurance certificate submission for the apparent awardee.

**M. 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 VSBE subcontracting goal(s), 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. If applicable, subcontractors utilized in meeting the established MBE or VSBE participation goal(s) for this solicitation shall be identified as provided in the appropriate attachment(s) of this RFP.

**N. 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 court, case name, complaint number, and a brief description of the final ruling or determination; and
- 4) In instances where litigation is ongoing and the Offeror has been directed not to disclose information by the court, provide the name of the judge and location of the court.

**O. Economic Benefit Factors (Submit under TAB N)**

- 1) 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 the 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).
- 2) 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.
- 3) 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.
- 4) 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.
- 5) In responding to this section, the following do not generally constitute economic benefits to be derived from the Contract:
  - a) generic statements that the State will benefit from the Offeror's superior performance under the Contract;
  - b) descriptions of the number of Offeror employees located in Maryland other than those that will be performing work under the Contract; or
  - c) tax revenues from Maryland-based employees or locations, other than those that will be performing, or used to perform, work under the Contract.
- 6) 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 the Contract.
- 7) 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:
  - a) 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;**



- b) The number and types of jobs for Maryland residents resulting from the Contract. Indicate job classifications, number of employees in each classification and the aggregate payroll to which the Offeror has committed, including contractual commitments at both prime and, if applicable, subcontract levels; and whether Maryland employees working at least 30 hours per week and are employed at least 120 days during a 12-month period will receive paid leave. If no new positions or subcontracts are anticipated as a result of the Contract, so state explicitly;
- c) 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;
- d) Subcontract dollars committed to Maryland small businesses and MBEs; and
- e) 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.

**P. Technical Proposal - Required Forms and Certifications (Submit under TAB O)**

- 1) All forms required for the Technical Proposal are identified in Table 1 of **Section 7** – RFP Attachments and Appendices. Unless directed otherwise by instructions within an individual form, complete, sign, and include all required forms in the Technical Proposal, under TAB O.
- 2) Offerors shall furnish any and all agreements and terms and conditions the Offeror expects the State to sign or to be subject to in connection with or in order to use the Offeror's services under this Contract. This includes physical copies of all agreements referenced and incorporated in primary documents, including but not limited to any software licensing agreement for any software proposed to be licensed to the State under this Contract (e.g., EULA, Enterprise License Agreements, Professional Service agreement, Master Agreement) and any AUP. The State does not agree to terms and conditions not provided in an Offeror's Technical Proposal and no action of the State, including but not limited to the use of any such software, shall be deemed to constitute acceptance of any such terms and conditions. Failure to comply with this section renders any such agreement unenforceable against the State.
- 3) For each service, hardware or software proposed as furnished by a third-party entity, Offeror must identify the third-party provider and provide a letter of authorization or such other documentation demonstrating the authorization for such services. In the case of an open source license, authorization for the open source shall demonstrate compliance with the open source license.
- 4) A Letter of Authorization shall be on letterhead or through the provider's e-mail. Further, each Letter of Authorization shall be less than twelve (12) months old and must provide the following information:
  - i) Third-party POC name and alternate for verification
  - ii) Third-party POC mailing address

- iii) Third-party POC telephone number
- iv) Third-party POC email address
- v) If available, a Re-Seller Identifier

#### **5.4 Volume II – 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. Do not amend, alter, or leave blank any items on the Financial Proposal Form or include additional clarifying or contingent language on or attached to the Financial Proposal Form. Failure to adhere to any of these instructions may result in the Proposal being determined to be not reasonably susceptible of being selected for award and rejected by the Department.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**

## 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.

During the evaluation process, the Procurement Officer may determine at any time that a particular Offeror is not susceptible for award.

### 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 Offeror's Technical Response to Requirements and Work Plan (See RFP § 5.3.2.F)

The State prefers the Offeror's Technical Proposal to illustrate a comprehensive understanding of work requirements and mastery of the subject matter, including an explanation of how the work will be performed. 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.

#### 6.2.2 Experience and Qualifications of Proposed Staff (See RFP § 5.3.2.G)

#### 6.2.3 Offeror Qualifications and Capabilities, including proposed subcontractors (See RFP § 5.3.2.H)

#### 6.2.4 Economic Benefit to State of Maryland (See RFP § 5.3.2.O)

### 6.3 Financial Proposal Evaluation Criteria

All Qualified Offerors (see **Section 6.5.2.D**) 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

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

- A. The Maryland resident business is a responsible Offeror;
- B. The most advantageous Proposal is from a responsible Offeror whose principal office, or principal base of operations is in another state;
- C. The other state gives a preference to its resident businesses through law, policy, or practice; and
- D. The preference does not conflict with a federal law or grant affecting the procurement Contract.

- 6.4.2 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

- A. The Contract will be awarded in accordance with the Competitive Sealed Proposals (CSP) method found at COMAR 21.05.03. The CSP method allows for the conducting of discussions and the revision of Proposals during these discussions. Therefore, the State may conduct discussions with all Offerors that have submitted Proposals that are determined to be reasonably susceptible of being selected for contract award or potentially so. However, the State reserves the right to make an award without holding discussions.
- B. With or without discussions, the State may determine the Offeror to be not responsible or the 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.

### 6.5.2 Selection Process Sequence

- A. A determination is made that the MDOT Certified MBE Utilization and Fair Solicitation Affidavit (**Attachment D-1A**) is included and is properly completed, if there is a MBE goal. In addition, a determination is made that the VSBE Utilization Affidavit and subcontractor Participation Schedule (**Attachment E-1**) is included and is properly completed, if there is a VSBE goal.
- B. 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 the Offeror's ability to perform the services, as well as to facilitate arrival at a Contract that is most advantageous to the State. Offerors will be contacted by the State as soon as any discussions are scheduled.
- C. 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.
- D. 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.
- E. When in the best interest of the State, the Procurement Officer may permit Qualified Offerors to revise their initial Proposals and submit, in writing, Best and Final Offers (BAFOs). The State may make an award without issuing a request for a BAFO. Offerors may only perform limited substitutions of proposed personnel as allowed in Section 3.11 (Substitution of Personnel 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 equal weight with financial factors.

## **6.6 Documents Required upon Notice of Recommendation for Contract Award**

Upon receipt of a Notification of Recommendation for Contract award, the apparent awardee shall complete and furnish the documents and attestations as directed in Table 1 of **Section 7 – RFP Attachments and Appendices**.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**

## 7 RFP Attachments and Appendices

### Instructions Page

A Proposal submitted by the Offeror must be accompanied by the completed forms and/or affidavits identified as “with Proposal” in the “When to Submit” column in Table 1 below. All forms and affidavits applicable to this RFP, including any applicable instructions and/or terms, are identified in the “Applies” and “Label” columns in Table 1.

For documents required as part of the Proposal:

1. For e-mail submissions, submit one (1) copy of each with signatures.
2. For paper submissions, submit two (2) copies of each with original signatures. All signatures must be clearly visible.

All Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Offeror will be required to complete certain forms and affidavits after notification of recommended award. The list of forms and affidavits that must be provided is described in Table 1 below in the “When to Submit” column.

For documents required after award, submit three (3) copies of each document within the appropriate number of days after notification of recommended award, as listed in Table 1 below in the “When to Submit” column.

**Table 1: RFP Attachments and Appendices**

Applies?	When to Submit	Label	Attachment Name
Y	Before Proposal	A	Pre-Proposal Conference Response Form
Y	With Proposal	B	Financial Proposal Instructions and Form
Y	With Proposal	C	Bid/Proposal Affidavit (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentC-Bid_Proposal-Affidavit.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentC-Bid_Proposal-Affidavit.pdf</a> )
Y	With Proposal	D	MBE Forms D-1A (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf</a> ) <b>IMPORTANT:</b> If this RFP contains different Functional Areas or Service Categories. A separate Attachment D-1A is to be submitted for each Functional Area or Service Category where there is a MBE goal.

Applies?	When to Submit	Label	Attachment Name
Y	10 Business Days after recommended award	D	MBE Forms D-1B, D-1C, D-2, D-3A, D-3B (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf</a> ) <b>Important:</b> Attachment D-1C, if a waiver has been requested, is also required within 10 days of recommended award.
Y	As directed in forms	D	MBE Forms D-4A, D-4B, D-5 (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf</a> )
Y	With Proposal	E	Veteran-Owned Small Business Enterprise (VSBE) Form E-1A (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentE-VSBEForms.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentE-VSBEForms.pdf</a> )
Y	5 Business Days after recommended award	E	VSBE Forms E-1B, E-2, E-3 (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentE-VSBEForms.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentE-VSBEForms.pdf</a> ) <b>Important:</b> Attachment E-1B, if a waiver has been requested, is also required within 10 days of recommended award.
Y	With Proposal	F	Maryland Living Wage Requirements for Service Contracts and Affidavit of Agreement (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentF-LivingWageAffidavit.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentF-LivingWageAffidavit.pdf</a> )
Y	With Proposal	G	Federal Funds Attachments (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentG-FederalFundsAttachment.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentG-FederalFundsAttachment.pdf</a> )
Y	With Proposal	H	Conflict of Interest Affidavit and Disclosure (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentH-Conflict-of-InterestAffidavit.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentH-Conflict-of-InterestAffidavit.pdf</a> )
Y	5 Business Days after recommended award – However, suggested with Proposal	I	Non-Disclosure Agreement (Contractor) (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-I-Non-DisclosureAgreementContractor.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-I-Non-DisclosureAgreementContractor.pdf</a> )



<b>Applies?</b>	<b>When to Submit</b>	<b>Label</b>	<b>Attachment Name</b>
Y	5 Business Days after recommended award – However, suggested with Proposal	J	HIPAA Business Associate Agreement (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-J-HIPAABusinessAssociateAgreement.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-J-HIPAABusinessAssociateAgreement.pdf</a> )
Y	With Proposal	L	Location of the Performance of Services Disclosure (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-L-PerformanceofServicesDisclosure.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-L-PerformanceofServicesDisclosure.pdf</a> )
Y	5 Business Days after recommended award	M	Sample Contract (included in this RFP)
Y	5 Business Days after recommended award	N	Contract Affidavit (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-N-ContractAffidavit.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-N-ContractAffidavit.pdf</a> )
<b>Appendices</b>			
<b>Applies?</b>	<b>When to Submit</b>	<b>Label</b>	<b>Attachment Name</b>
Y	n/a	1	Abbreviations and Definitions (included in this RFP)
Y	With Proposal	2	Offeror Information Sheet (see link at <a href="http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Appendix2-Bidder_OfferorInformationSheet.pdf">http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Appendix2-Bidder_OfferorInformationSheet.pdf</a> )
Y	n/a	3	Interface Listing
Y	n/a	3 – A.1	Eligibility – Medicaid Eligibility – KDP
Y	n/a	3 – A.2	Eligibility – BCCDT
Y	n/a	3 – A.3	Eligibility – MADAP
Y	n/a	3 – B.1	Buy-In Eligibility – Medicaid
Y	n/a	3 – C.1	Carrier Address File – Medicaid
Y	n/a	3 – C.2	Carrier Code File – KDP
Y	n/a	3 – C.3	Carrier Code Address – BCCDT Carrier Code Address – MADAP
Y	n/a	3 – D.1	Eligibility Match – Medicaid
Y	n/a	3 – X.1	Claims Adjustments – Medicaid

<b>Applies?</b>	<b>When to Submit</b>	<b>Label</b>	<b>Attachment Name</b>
Y	n/a	3 – X.1	EDB File – Medicaid
Y	n/a	3 – X.1	Medicaid_XREF – Medicaid
Y	n/a	3 – X.1	Paid Claims – Medicaid
Y	n/a	3 – X.1	Provider Master – Medicaid Provider Master - KDP
Y	n/a	4	Connectivity to MDH File Exchange Systems
Y	n/a	5	List of Hospitals
Y	n/a	6	Listing of Long Term Care Facilities
<b>Additional Submissions</b>			
Y	5 Business Days after recommended award		Evidence of meeting insurance requirements (see <b>Section 3.6</b> ); 1 copy
Y	10 Business Days after recommended award		PEP, 1 copy

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**

**Attachment A. Pre-Proposal Conference Response Form**

**Solicitation Number 20-18315**

Maximization of Third Party Liability Recoveries for the State of Maryland

A Pre-Proposal conference will be held on July 23, 2019 at 10:00 AM, at 201 West Preston Street L3, Baltimore, MD 21201 .

Please return this form by July 15, 2019, advising whether or not your firm plans to attend. The completed form should be returned via e-mail or fax to the Procurement Officer at the contact information below:

Sherida Studwood  
MDH - DDA  
E-mail: sherida.studwood@maryland.gov

Please indicate:

\_\_\_\_\_ Yes, the following representatives will be in attendance.  
Attendees (Check the RFP for limits to the number of attendees allowed):  
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”):

Offeror:

\_\_\_\_\_  
*Offeror Name (please print or type)*

By:

\_\_\_\_\_  
*Signature/Seal*

Printed Name:

\_\_\_\_\_  
*Printed Name*

Title:

\_\_\_\_\_  
*Title*

Date:

\_\_\_\_\_  
*Date*

**Directons to the Pre-Proposal Conference**

**Attachment B. Financial Proposal Instructions & Form**

**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, e.g., .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.F, 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 the 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.

**B-1 Financial Proposal Form**

The Financial Proposal Form shall contain all price information in the format specified on these pages. Complete the Financial Proposal Form only as provided in the Financial Proposal Instructions. Do not amend, alter or leave blank any items on the Financial Proposal Form. If option years are included, Offerors must submit pricing for each option year. Failure to adhere to any of these instructions may result in the Proposal being determined not reasonably susceptible of being selected for award.

See separate Excel Financial Proposal Form labeled Financial Proposal Form -TPL.xls.

<b>Attachment C.      Proposal Affidavit</b>
--

See link at [http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentC-Bid\\_Proposal-Affidavit.pdf](http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentC-Bid_Proposal-Affidavit.pdf).



<b>Attachment D.      Minority Business Enterprise (MBE) Forms</b>
--

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf>.

This solicitation includes a Minority Business Enterprise (MBE) participation goal of 5% percent and no subgoals.

<b>Attachment E.      Veteran-Owned Small Business Enterprise (VSBE) Forms</b>
--

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentE-VSBEForms.pdf>.

This solicitation includes a VSBE participation goal of 1%.

**Attachment F. Maryland Living Wage Affidavit of Agreement for  
Service Contracts**

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentF-LivingWageAffidavit.pdf> to complete the Affidavit.

- 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.shtml> and clicking on Living Wage for State Service Contracts.

<b>Attachment G.      Federal Funds Attachments</b>
---

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentG-FederalFundsAttachment.pdf>.

**Attachment H. Conflict of Interest Affidavit and Disclosure**

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentH-ConflictofInterestAffidavit.pdf>.

**Attachment I. Non-Disclosure Agreement (Contractor)**

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-I-Non-DisclosureAgreementContractor.pdf>.



<b>Attachment J.      HIPAA Business Associate Agreement</b>
--

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-J-HIPAABusinessAssociateAgreement.pdf>.

<b>Attachment K.      Mercury Affidavit</b>
---

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**

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-L-PerformanceofServicesDisclosure.pdf>.

**Attachment M. Contract**

MARYLAND DEPARTMENT OF HEALTH (MDH)

Maximization of Third Party Liability Recoveries for the State of Maryland

20-18315

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” or the “Department”).

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 Maximization of Third Party Liability Recoveries for the State of Maryland, Solicitation #20-18315, 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 April 1, 2020 and shall continue until March 31, 2022 ("Initial Term").
- 3.2 In its sole discretion, the Department shall have the unilateral right to extend the Contract for two, successive two year 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.
- A 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.
  - B 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.
  - C 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.
  - D 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 NTP 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 Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State 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](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 be unlimited.
- 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.

- 30.2 As a condition of entering into this Contract, upon the request of the Commission on Civil Rights, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past four (4) years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that are requested by the State. Contractor understands that violation of this clause is a material breach of this Contract and may result in Contract termination, disqualification by the State from participating in State contracts, and other sanctions.
- 30.3 The Contractor shall include the language from 30.1, or similar clause approved in writing by the Department, in all subcontracts.

### **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:

Miriam Q. Johnson  
201 W. Preston Street Baltimore, MD 21201  
Phone Number: (410) 767-1772  
E-Mail: [Miriam.Johnson@Maryland.gov](mailto:Miriam.Johnson@Maryland.gov)

With a copy to:

Dana Dembrow  
Maryland Department of Health (MDH)  
201 W. Preston Street, Baltimore, MD 21201  
Phone Number: (410) 767-5335  
E-Mail: [mdh.solicitationquestions@maryland.gov](mailto:mdh.solicitationquestions@maryland.gov)

If to the Contractor:

(Contractor's Name)  
(Contractor's primary address)  
Attn: \_\_\_\_\_

[[Delete the following if a parent company guarantee is inapplicable:]]

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 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 per day until the undisputed amount due to the MBE subcontractor is paid.
- 39.3 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)**

If a Contractor intends to rely on its Parent Company in some manner while performing on the State Contract, the following clause should be included and completed for the Contractor's Parent Company to guarantee performance of the Contractor. The guarantor/Contractor's Parent Company should be named as a party and signatory to the Contract and should be in good standing with SDAT.

(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**

The Contractor agrees to keep information obtained in the course of this Contract confidential in compliance with \_\_\_\_\_. The Contractor agrees further to comply with any applicable State and federal confidentiality requirements regarding collection, maintenance, and use of health, personally identifiable, and financial information. This includes, where appropriate, the federal Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. §§ 1320d et seq., and implementing regulations at 45 C.F.R. Parts 160 and 164, and the Maryland Confidentiality of Medical Records Act (MCMRA), Md. Code Ann. Health-General §§ 4-301 et seq. This obligation includes providing training and information to employees regarding confidentiality obligations as to health, personally identifiable, and financial information and securing acknowledgement of these obligations from employees to be involved in the Contract. This obligation further includes restricting use and disclosure of the records, generally providing safeguards against misuse of information, keeping a record of any disclosures of information, providing all necessary procedural and legal protection for any disclosures of information, promptly responding to any requests by the Department for information about its privacy practices in general or with respect to a particular individual, modifying information as may be required by good professional practice as authorized by law, and otherwise providing good information management practices regarding all health, personally identifiable, and financial information.

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: <<agencyContractSigner>>,  
<<agencyContractSignerTitle>>

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 #)



<b>Attachment N.</b>	<b>Contract Affidavit</b>
----------------------	---------------------------

See link at <http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-N-ContractAffidavit.pdf>.

<b>Attachment O.      DHS Hiring Agreement</b>
--

This solicitation does not require a DHS Hiring Agreement.

## Appendix 1: Abbreviations and Definitions

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

- A. Acceptable Use Policy (AUP) - A written policy documenting constraints and practices that a user must agree to in order to access a private network or the Internet.
- B. Access – The ability or the means necessary to read, write, modify, or communicate data/information or otherwise use any information system resource.
- C. Application Program Interface (API) – Code that allows two software programs to communicate with each other.
- D. BCCDT- Maryland Breast and Cervical Cancer Diagnosis Treatment Program
- E. Business Day(s) – The official working days of the week to include Monday through Friday. Official working days excluding State Holidays (see definition of “Normal State Business Hours” below).
- F. COMAR – Code of Maryland Regulations available on-line at <http://www.dsd.state.md.us/COMAR/ComarHome.html>.
- G. CONNECT:DIRECT® - permanent communications link that connects directly to a mainframe computer
- H. Contract – The Contract awarded to the successful Offeror pursuant to this RFP. The Contract will be in the form of **Attachment M**.
- I. 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. The Department may change the Contract Monitor at any time by written notice to the Contractor.
- J. Contractor – The selected Offeror that is awarded a Contract by the State.
- K. Contractor Personnel – Employees and agents and subcontractor employees and agents performing work at the direction of the Contractor under the terms of the Contract awarded from this RFP.
- L. Data Breach – The unauthorized acquisition, use, modification or disclosure of State data, or other Sensitive Data.
- M. eMM – eMaryland Marketplace (see RFP **Section 4.2**).
- N. Information System – A discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.
- O. Information Technology (IT) – All electronic information-processing hardware and software, including: (a) maintenance; (b) telecommunications; and (c) associated consulting services.
- P. KDP – Kidney Disease Program.

- Q. Key Personnel – All Contractor Personnel identified in the solicitation as such that are essential to the work being performed under the Contract. See RFP **Sections 3.10**.
- R. 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.
- S. Long Term Care – LTC Facilities, Nursing Home.
- T. MADAP – Maryland Aids Drug Assistance Program
- U. MCHIP – Maryland Children’s Health Program.
- V. Maryland Department of Health or (MDH or the “Department”).
- W. 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.
- X. MMA – Maryland Medical Assistance.
- Y. 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](http://www.dbm.maryland.gov) – keyword: State Holidays.
- Z. Notice to Proceed (NTP) – A written notice from the Procurement Officer that work under the Contract, project, Task Order or Work Order (as applicable) is to begin as of a specified date. The NTP Date is the start date of work under the Contract, project, Task Order or Work Order. Additional NTPs may be issued by either the Procurement Officer or the Contract Monitor regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.
- AA. NTP Date – The date specified in a NTP for work on Contract, project, Task Order or Work Order to begin.
- BB. Offeror – An entity that submits a Proposal in response to this RFP.
- CC. Personally Identifiable Information (PII) – Any information about an individual maintained by the State, including (1) any information that can be used to distinguish or trace an individual identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.
- DD. 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.
- EE. Proposal – As appropriate, either or both of the Offeror’s Technical or Financial Proposal.
- FF. Protected Health Information (PHI) – Information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (i) that identifies the individual; or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

- GG. Provider - Generally means a hospital, critical access hospital, skilled nursing facility, comprehensive outpatient rehabilitation facility (CORF), home health agency or hospice, that has in effect an agreement to participate in Medicaid; or a clinic, rehabilitation agency, or public health agency that has in effect a similar agreement but only to furnish outpatient physical therapy or speech pathology services; or community mental health center that has in effect a similar agreement but only to furnish partial hospitalization services.
- HH. Recipient - An individual covered by the Medicaid program.
- II. Request for Proposals (RFP) – This Request for Proposals issued by the Maryland Department of Health (Department), with the Solicitation Number and date of issuance indicated in the Key Information Summary Sheet, including any amendments thereto.
- JJ. Security Incident – A violation or imminent threat of violation of computer security policies, Security Measures, acceptable use policies, or standard security practices. “Imminent threat of violation” is a situation in which the organization has a factual basis for believing that a specific incident is about to occur.
- KK. Security or Security Measures – The technology, policy and procedures that a) protects and b) controls access to networks, systems, and data.
- LL. Sensitive Data - Means PII; PHI; other proprietary or confidential data as defined by the State, including but not limited to “personal information” under Md. Code Ann., Commercial Law § 14-3501(e) and Md. Code Ann., St. Govt. § 10-1301(c) and information not subject to disclosure under the Public Information Act, Title 4 of the General Provisions Article; and 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; or (2) is linked or linkable to an individual, such as medical, educational, financial, and employment information.
- MM. Service Level Agreement (SLA) - Commitment by the Contractor to the Department of Health that defines the performance standards the Contractor is obligated to meet.
- NN. SLA Activation Date - The date on which SLA charges commence under this Contract, which may include, but to, the date of (a) completion of Transition in, (b) a delivery, or (c) releases of work.
- OO. Software - The object code version of computer programs licensed pursuant to this Contract. Embedded code, firmware, internal code, microcode, and any other term referring to software that is necessary for proper operation is included in this definition of Software. Software includes all prior, current, and future versions of the Software and all maintenance updates and error corrections. Software also includes any upgrades, updates, bug fixes or modified versions or backup copies of the Software licensed to the State by Contractor or an authorized distributor.
- PP. Software as a Service (SaaS) - A software licensing and delivery model in which software is licensed on a subscription basis and is centrally hosted. For the purposes of this RFP, the terms SaaS and PaaS are considered synonymous and the term SaaS will be used throughout this document.
- QQ. Solution - All Software, deliverables, services and activities necessary to fully provide and support the RFP scope of work. This definition of Solution includes all System Documentation developed as a result of this Contract. Also included are all Upgrades,

patches, break/fix activities, enhancements and general maintenance and support of the Solution and its infrastructure

RR. State – The State of Maryland.

SS. Source Code – Executable instructions for Software in its high level, human readable form which are in turn interpreted, parsed and/or compiled to be executed as part of a computing system.

TT. System Availability – The period of time the Solution works as required excluding non-operational periods associated with planned maintenance.

UU. System Documentation – Those materials necessary to wholly reproduce and fully operate the most current deployed version of the Solution in a manner equivalent to the original Solution including, but not limited to:

- 1) Source Code: This includes source code created by the Contractor or subcontractor(s) and source code that is leveraged or extended by the Contractor for use in the Contract;
- 2) All associated rules, reports, forms, templates, scripts, data dictionaries and database functionality;
- 3) All associated configuration file details needed to duplicate the run time environment as deployed in the current deployed version of the system;
- 4) All associated design details, flow charts, algorithms, processes, formulas, pseudo-code, procedures, instructions, help files, programmer's notes and other documentation;
- 5) A complete list of Third Party, open source, or commercial software components and detailed configuration notes for each component necessary to reproduce the system (e.g., operating system, relational database, and rules engine software);
- 6) All associated user instructions and/or training materials for business users and technical staff, including maintenance manuals, administrative guides and user how-to guides; and
- 7) Operating procedures.

VV. Technical Safeguards – The technology and the policy and procedures for its use that protect State Data and control access to it.

WW. Third Party Software – Software and supporting documentation that:

- 1) are owned by a third party, not by the State, the Contractor, or a subcontractor;
- 2) are included in, or necessary or helpful to the operation, maintenance, support or modification of the Solution; and
- 3) are specifically identified and listed as Third Party Software in the Proposal.

XX. Total Proposal Price - The Offeror's total price for goods and services in response to this solicitation, included in Financial Proposal **Attachment B** – Financial Proposal Form.

YY. TPL – Third Party Liability - is any individual, entity or program that is, or may be, liable to pay all or part of the expenditures for medical assistance furnished under Medicaid. It includes any health insurer, individual, entity, or public or private program that is or may be liable to pay all or part of the medical cost of injury, disease, or

disability of an applicant or recipient. It also includes an insurer, entity, or program that would have been obligated to pay for a service, even though insurer, entity, or program limits or excludes payments in the case of an individual who is eligible for Medicaid.

ZZ. Upgrade - A new release of any component of the Solution containing major new features, functionality and/or performance improvements.

AAA. 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.

BBB. Workers Compensation - is a form of insurance providing wage replacement and medical benefits to employees injured in the course of employment in exchange for mandatory relinquishment of the employee's right to sue their employer for the tort of negligence.



## **Appendix 2. – Offeror Information Sheet**

See link at [http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Appendix2-Bidder\\_OfferorInformationSheet.pdf](http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Appendix2-Bidder_OfferorInformationSheet.pdf).

### **Appendix 3. -Interface Listing**

The following lists the Interfaces necessary to complete the Scope of Work as detailed in this RFP. Each Program's interface listed is exchanged separately. For file layouts please refer to Appendix 3's sub-appendixes. For 'Transmission Method' Connect:Direct see 4 for information.

<b>File Layout Appendix</b>	<b>Interface Name / Program</b>	<b>Direction</b>	<b>Frequency</b>	<b>Transmission Method / Format</b>
A.1	Eligibility - Medicaid	MDH to Vendor	Monthly by 5 <sup>th</sup> of month	Connect:Direct
A.1	Eligibility - KDP	MDH to Vendor	Monthly	Connect:Direct
A.2	Eligibility - BCCDT	MDH to Vendor	Monthly	Secure FTP
A.3	Eligibility - MADAP	MDH to Vendor	Monthly	Secure FTP
B.1	Buy-In Eligibility - Medicaid	MDH to Vendor	Monthly	Connect:Direct
C.1	Carrier Address File - Medicaid	MDH to Vendor	Monthly	Connect:Direct
C.2	Carrier Code File - KDP	MDH to Vendor	Monthly	Connect:Direct
C.3	Carrier Code Address - BCCDT	MDH to Vendor	Monthly	Secure FTP
C.3	Carrier Code Address - MADAP	MDH to Vendor	Monthly	Secure FTP
D.1	Eligibility Match - Medicaid	Vendor to MDH	Monthly	Connect:Direct
(data elements tbd)	Eligibility Match - KDP	Vendor to MDH	Monthly	Web Portal / Excel
(data elements tbd)	Eligibility Match - BCCDT	Vendor to MDH	Monthly	Web Portal / Excel
(data elements tbd)	Eligibility Match - MADAP	Vendor to MDH	Monthly	Web Portal / Excel
X.1	MEDICARE_XREF - Medicaid	Vendor to MDH	<b>TBD</b>	Connect:Direct
X.1	EDB File - Medicaid	Vendor to MDH	Weekly	Connect:Direct
X.1	Paid Claims - Medicaid	MDH to Vendor	Monthly	Connect:Direct

<b>File Layout Appendix</b>	<b>Interface Name / Program</b>	<b>Direction</b>	<b>Frequency</b>	<b>Transmission Method / Format</b>
(data elements tbd)	Paid Claims - KDP	MDH to Vendor	Monthly	Secure FTP
(data elements tbd)	Paid Claims - BCCDT	MDH to Vendor	Monthly	Secure FTP
X.1	Provider Master - Medicaid	MDH to Vendor	Monthly	Connect:Direct
X.1	Provider Master - KDP	MDH to Vendor	Monthly	Connect:Direct
(data elements tbd)	Provider Master - BCCDT	MDH to Vendor	Monthly	Secure FTP
X.1	Claims Adjustments - Medicaid	Vendor to MDH	Daily	Connect:Direct
(data elements tbd)	Claims Adjustments - KDP	Vendor to MDH	Monthly	Web Portal / Excel
(data elements tbd)	Claims Adjustments - BCCDT	Vendor to MDH	Monthly	Web Portal / Excel

**Appendix 3. – A.1: Eligibility – Medicaid  
Eligibility – KDP**

RECORD LAYOUT REPORT

----- FIELD LEVEL/NAME -----	--PICTURE--	FLD	START	END	LENGTH
P1100091-FIXED-PORTION			1	9032	9032
5 P1100091-FIXED-PORTION	GROUP	1	1	352	352
10 P1100092-ALTERNATE-INDEX-1					
	GROUP	2	1	20	20
15 P1100013-RECIP-SS-NUMBER					
	X (9)	3	1	9	9
15 P1100093-RECORD-KEY	GROUP	4	10	20	11
20 P1100094-ORIGINAL-RECIP-ID					
	9 (11)	5	10	20	11
10 P1100092-ALTERNATE-INDEX-2					
	GROUP	6	21	67	47
15 P1100093-RECIP-NAME	GROUP	7	21	56	36
20 P1100094-RECIP-LAST-NAME					
	GROUP	8	21	40	20
25 P1100015-LAST-NAME-FIRST-5					
	X (5)	9	21	25	5
25 FILLER	X (15)	10	26	40	15
20 P1100094-RECIP-FIRST-NAME					
	GROUP	11	41	55	15
25 P1100015-FIRST-NAME-FIRST-2					
	XX	12	41	42	2
25 FILLER	X (13)	13	43	55	13
20 P1100014-RECIP-MIDDLE-INIT					
	X	14	56	56	1
15 P1100013-RECIP-SEX-CODE					
	X	15	57	57	1
15 P1100033-RECIP-DATE-OF-BIRTH					
	S9 (7)	16	58	61	4
15 P1100033-ORIGINAL-RECIP-ID					
	9 (11)	17	62	67	6
10 P1100092-ALTERNATE-INDEX-3					
	GROUP	18	68	85	18
15 P1100013-MEDICARE-ID-NUM					
	X (12)	19	68	79	12
15 P1100063-ORIGINAL-RECIP-ID					
	9 (11)	20	80	85	6
10 P1100092-ALTERNATE-INDEX-4					
	GROUP	21	86	96	11
15 P1100093-CURRENT-RECIP-ID					
	9 (11)	22	86	96	11
10 P1100092-ALTERNATE-INDEX-5					
	GROUP	23	97	114	18
15 P1100093-RECIP-DUPLICATE-DATA					
	GROUP	24	97	108	12
20 P1100014-LAST-NAME-FIRST-5					
	X (5)	25	97	101	5
20 P1100014-FIRST-NAME-FIRST-2					
	XX	26	102	103	2
20 P1100014-RECIP-SEX-CODE					
	X	27	104	104	1
20 P1100034-RECIP-DATE-OF-BIRTH					
	S9 (7)	28	105	108	4
15 P1100053-ORIGINAL-RECIP-ID					
	9 (11)	29	109	114	6

**Maximization of Third Party Liability Recoveries for the State  
of Maryland**  
**Solicitation #: 20-18315**

**RFP Document**

10	P1100092-ALTERNATE-CASE-DATA					
		GROUP	30	115	123	9
15	P1100023-RECIP-CASE	9 (9)	31	115	123	9
10	P1100092-OCCURRENCE-COUNTERS					
		GROUP	32	124	137	14
15	P1100033-NUM-ELIG-SPANS					
		S999	33	124	125	2
15	P1100033-NUM-HMO	S999	34	126	127	2
15	P1100033-NUM-NH-DATA	S999	35	128	129	2
15	P1100033-NUM-NEW-IDS	S999	36	130	131	2
15	P1100033-NUM-SPEC-PGM-SPANS					
		S999	37	132	133	2
15	P1100033-NUM-INCOME-SPANS					
		S999	38	134	135	2
15	P1100033-NUM-CERTIF-SPANS					
		S999	39	136	137	2
10	P1100092-UPDATE-INFORMATION					
		GROUP	40	138	148	11
15	P1100033-RECIP-LAST-BATCH-UPD					
		S9 (5)	41	138	140	3
15	P1100033-USER-ID	999	42	141	142	2
15	P1100033-DATE-OF-LAST-TRANS					
		S9 (5)	43	143	145	3
15	P1100033-RECIP-PREV-UPDATE					
		S9 (5)	44	146	148	3
10	P1100092-RECIP-DEMO-DATA	GROUP	45	149	285	137
15	P1100013-RECIP-ORIGIN-CODE					
		X	46	149	149	1
15	P1100013-RECIP-HOH-NAME					
		X (25)	47	150	174	25
15	P1100013-RECIP-NAME-SUFFIX					
		X (4)	48	175	178	4
15	P1100013-RECIP-PHONE-NUM					
		9 (10)	49	179	188	10
15	P1100013-RECIP-ADDR-LINE-1					
		X (22)	50	189	210	22
15	P1100013-RECIP-ADDR-LINE-2					
		X (22)	51	211	232	22
15	P1100013-RECIP-CITY	X (18)	52	233	250	18
15	P1100013-RECIP-STATE	XX	53	251	252	2
15	P1100093-RECIP-ZIP-CODE					
		GROUP	54	253	261	9
20	P1100014-RECIP-ZIP-CODE					
		9 (5)	55	253	257	5
20	P1100014-RECIP-ZIP-PART-2					
		9 (4)	56	258	261	4
15	P1100023-RECIP-DISTRICT					
		999	57	262	264	3
15	P1100023-RECIP-COUNTY	99	58	265	266	2
15	P1100023-RECIP-PREV-COUNTY					
		99	59	267	268	2
15	P1100023-DHR-UNIT	XXX	60	269	271	3
15	P1100023-RECIP-RACE-CODE					
		X	61	272	272	1
15	P1100033-RECIP-DATE-OF-DEATH					
		S9 (5)	62	273	275	3
15	P1100033-ASSIST-APPRV-DATE					
		S9 (5)	63	276	278	3
15	P1100013-RECIP-APPL-DATE					
		S9 (5)	64	279	281	3
15	P1100013-RECIP-CARES-DATE					
		S9 (5)	65	282	284	3

**Maximization of Third Party Liability Recoveries for the State  
of Maryland**  
**Solicitation #: 20-18315**

**RFP Document**

15	P1100013-EPSDT-INDICATOR					
		X	66	285	285	1
10	P1100032-DUP-CARD-CODE	9	67	286	286	1
10	P1100032-ID-ISSUE-DATE	S9(5)	68	287	289	3
10	P1100032-ID-RETURN-CD	X	69	290	290	1
10	P1100012-PRODUCTION-TEST-IND					
		X	70	291	291	1
10	P1100012-RECIP-ON-REVIEW	X	71	292	292	1
10	P1100012-TPL-IND	XX	72	293	294	2
10	P1100012-RECIP-INSURANCE-CODE					
		XX	73	295	296	2
10	P1100032-ADULT-SCREEN-DATE					
		S9(5)	74	297	299	3
10	P1100012-MANAG-CARE-CODE	X	75	300	300	1
10	P1100022-MOTHERS-RECIP-ID					
		9(11)	76	301	306	6
10	P1100012-RECIP-LTC-CODE	X	77	307	307	1
10	P1100012-RECIP-HMO-CODE	X	78	308	308	1
10	P1100012-RECIP-WAIVER-CODE					
		X	79	309	309	1
10	P1100032-MEDICARE-AB-IND	X	80	310	310	1
10	P1100032-RECIP-ASSETS	S9(5)	81	311	313	3
10	P1100032-RECIP-INCOME	S9(5)	82	314	316	3
10	P1100032-RECIP-DATE-OF-ENTRY					
		S9(5)	83	317	319	3
10	P1100032-RECIP-HOSP-NUM	S999	84	320	322	3
10	P1100012-MAC-ASSIGN-IND	X	85	323	323	1
10	P1100012-CMC-PEND-IND	X	86	324	324	1
10	P1100032-MANAG-CARE-EXP	S9(5)	87	325	327	3
10	P1100022-RECIP-CARES-IRN	9(9)	88	328	332	5
10	FILLER	X(20)	89	333	352	20
5	P1100091-VARIABLE-PORTION	GROUP	90	353	9032	8680
10	P1100092-RECIP-ELIG-DATA	GROUP	91	353	2152	1800
15	P1100093-RECIP-ELIG-DATA(1) OCCURS 60 TIMES					
		GROUP	92	353	382	30
20	P1100034-RECIP-ELIG-BEG-DATE(1)					
		S9(5)	93	353	355	3
20	P1100034-RECIP-ELIG-END-DATE(1)					
		S9(5)	94	356	358	3
20	P1100094-RECIP-COVERAGE-GRP(1)					
		XXX	95	359	361	3
20	P1100012-RECIP-COVERAGE-TYPE(1)					
		X	96	362	362	1
20	P1100032-RECIP-CATEGORY(1)					
		S99	97	363	364	2
20	P1100032-RECIP-SCOPE-CODE(1)					
		S9	98	365	365	1
20	P1100012-RECIP-CITIZEN-CODE(1)					
		X	99	366	366	1
20	P1100014-RECIP-SOURCE-CODE(1)					
		X	100	367	367	1
20	P1100014-CANCEL-REASON(1)					
		XXX	101	368	370	3
20	P1100034-RECIP-EVS-DATE(1)					
		S9(5)	102	371	373	3
20	P1100014-RECIP-SPLIT-BILL-AMT(1)					
		S9(7)V99	103	374	378	5
20	P1100034-LAST-ELIG-TRANS(1)					
		S9(5)	104	379	381	3
20	P1100014-GUARANTEE-IND(1)					
		X	105	382	382	1
10	P1100092-RECIP-HMO-DATA	GROUP	106	2153	4252	2100

**Maximization of Third Party Liability Recoveries for the State  
of Maryland**  
**Solicitation #: 20-18315**

**RFP Document**

15	P1100093-RECIP-HMO-DATA(1)	OCCURS 60 TIMES				
		GROUP	107	2153	2187	35
20	P1100034-HMO-BEGIN-DATE(1)					
		S9(5)	108	2153	2155	3
20	P1100034-HMO-END-DATE(1)					
		S9(5)	109	2156	2158	3
20	P1100034-HMO-PROV-NUMBER(1)					
		GROUP	110	2159	2167	9
25	P1100025-PROV-BASE-NUMBER(1)					
		9(7)	111	2159	2165	7
25	P1100025-PROV-LOCATION(1)					
		99	112	2166	2167	2
20	P1100014-HMO-DISENR-REAS(1)					
		XX	113	2168	2169	2
20	P1100014-HMO-RETRO-IND(1)					
		X	114	2170	2170	1
20	P1100014-HMO-RPT-FLAG(1)					
		X	115	2171	2171	1
20	P1100014-MANAG-CARE-TYP(1)					
		XXX	116	2172	2174	3
20	P1100014-RECP-ENROL-TYP(1)					
		XX	117	2175	2176	2
20	P1100014-RECP-ENROL-SRCE(1)					
		X	118	2177	2177	1
20	P1100014-RECP-DISENR-SRCE(1)					
		X	119	2178	2178	1
20	P1100014-CAP-ACG-CD(1)					
		XXX	120	2179	2181	3
20	P1100034-LAST-ACTVTY-DT(1)					
		S9(5)	121	2182	2184	3
20	P1100034-ENROL-BRKR-SENT-DT(1)					
		S9(5)	122	2185	2187	3
10	P1100092-RECIP-NH-DATA	GROUP	123	4253	5752	1500
15	P1100093-RECIP-NH-DATA(1)	OCCURS 60 TIMES				
		GROUP	124	4253	4277	25
20	P1100034-RECIP-NH-BEGIN-DATE(1)					
		S9(5)	125	4253	4255	3
20	P1100034-RECIP-NH-END-DATE(1)					
		S9(5)	126	4256	4258	3
20	P1100014-RECIP-BED-RESRV(1)					
		X	127	4259	4259	1
20	P1100014-RECIP-NH-TYPE(1)					
		X	128	4260	4260	1
20	P1100034-RECIP-OASDI-AMT(1)					
		S9(5)V99	129	4261	4264	4
20	P1100034-RECIP-LTC-DISCH-DT(1)					
		9(5)	130	4265	4267	3
20	P1100034-RECIP-NH-PROV-NUM(1)					
		9(9)	131	4268	4272	5
20	P1100014-NH-TERMINATION-CODE(1)					
		X	132	4273	4273	1
20	P1100034-RECIP-NH-SHARE-AMT(1)					
		S9(5)V99	133	4274	4277	4
10	P1100092-NEW-RECIP-ID-DATA					
		GROUP	134	5753	6602	850
15	P1100093-NEW-RECIP-ID-DATA(1)	OCCURS 50 TIMES				
		GROUP	135	5753	5769	17
20	P1100034-RECIP-ID-NUMBER(1)					
		9(11)	136	5753	5758	6
20	P1100034-DATE-OF-ID-CHANGE(1)					
		S9(5)	137	5759	5761	3
20	P1100034-RECIP-ID-END-DATE(1)					



**Maximization of Third Party Liability Recoveries for the State  
of Maryland**  
**Solicitation #: 20-18315**

**RFP Document**

	S9(5)	138	5762	5764	3
20 P1100034-RECIP-CARES-IRN(1)					
	9(9)	139	5765	5769	5
10 P1100092-SPEC-PGM-DATA	GROUP	140	6603	8522	1920
15 P1100093-SPEC-PGM-DATA(1) OCCURS 60 TIMES					
	GROUP	141	6603	6634	32
20 P1100014-PROV-MC-PRG(1)					
	XXX	142	6603	6605	3
20 P1100034-MANAG-CARE-BEG-DATE(1)					
	S9(5)	143	6606	6608	3
20 P1100034-MANAG-CARE-END-DATE(1)					
	S9(5)	144	6609	6611	3
20 P1100014-MANAG-C-DISENR-REAS(1)					
	XXX	145	6612	6614	3
20 P1100014-MC-DISENR-SOURCE(1)					
	X	146	6615	6615	1
20 P1100014-IMP-SAVINGS-IND(1)					
	X	147	6616	6616	1
20 P1100034-SPEC-PGM-PROV-NUMBER(1)					
	9(9)	148	6617	6621	5
20 P1100014-MANAG-CARE-SOURCE(1)					
	X	149	6622	6622	1
20 P1100014-CASE-COORDINATOR(1)					
	XX	150	6623	6624	2
20 P1100014-CASE-FILE-NUM(1)					
	X(5)	151	6625	6629	5
20 P1100034-RECIP-SP-SHARE-AMT(1)					
	S9(5)V99	152	6630	6633	4
20 P1100014-MC-RPT-FLAG(1)					
	X	153	6634	6634	1
10 P1100092-RECIP-INC-DATA	GROUP	154	8523	8802	280
15 P1100093-RECIP-INC-DATA(1) OCCURS 10 TIMES					
	GROUP	155	8523	8550	28
20 P1100034-RECIP-NET-INCOME(1)					
	S9(9)V99	156	8523	8528	6
20 P1100032-RECIP-MEM-SIZE(1)					
	S99	157	8529	8530	2
20 P1100034-INC-EFFEC-DATE(1)					
	S9(5)	158	8531	8533	3
20 P1100032-RECIP-FED-POV(1)					
	S999	159	8534	8536	3
20 P1100014-INC-SRC-UPDATE(1)					
	X	160	8537	8537	1
20 P1100034-INC-LAST-ACT(1)					
	S9(5)	161	8538	8540	3
20 FILLER(1)	X(10)	162	8541	8550	10
10 P1100092-RECIP-CRT-DATA	GROUP	163	8803	9032	230
15 P1100093-RECIP-CRT-DATA(1) OCCURS 10 TIMES					
	GROUP	164	8803	8825	23
20 P1100034-CRT-PROD-DATE(1)					
	S9(5)	165	8803	8805	3
20 P1100034-CRT-ELIG-BEGIN(1)					
	S9(5)	166	8806	8808	3
20 P1100034-CRT-ELIG-END(1)					
	S9(5)	167	8809	8811	3
20 P1100014-CRT-SRC-UPDATE(1)					
	X	168	8812	8812	1
20 P1100034-CRT-LAST-ACT(1)					
	S9(5)	169	8813	8815	3
20 FILLER(1)	X(10)	170	8816	8825	10

\*\*\* END OF LAYOUT REPORT \*\*\*

## Appendix 3. – A.2: Eligibility – BCCDT

### RECORD LAYOUT REPORT

```

01 P1100000-P1100091-CANCER
  10 P110091-FIXED
    15 B-Origin-B PIC X VALUE SPACES. 001
    15 RECIP-SS-NUMBER PIC X(9) VALUE ZEROS. 002-010
    15 RECIP-NAME.
      20 RECIP-LAST-NAME. 011-030
        25 RECIP-LAST-NAME-5 PIC X(05) VALUE SPACES. 011-015
        25 RECIP-LAST-NAME-15 PIC X(15) VALUE SPACES. 016-030
      20 RECIP-FIRST-NAME. 031-045
        25 RECIP-FIRST-NAME-2 PIC X(02) VALUE SPACES. 031-032
        25 RECIP-FIRST-NAME-13 PIC X(13) VALUE SPACES. 033-045
      20 RECIP-MIDDLE-INIT PIC X(01) VALUE SPACES. 046
    15 RECIP-SEX-CODE PIC X(01) VALUE SPACES. 047
    15 RECIP-DATE-OF-BIRTH. 048-055
      20 RECIP-DOB-YEAR PIC X(04) VALUE spaces. 048-051
      20 RECIP-DOB-MONTH PIC X(02) VALUE spaces. 052-053
      20 RECIP-DOB-DAY PIC X(02) VALUE spaces. 054-055
  10 P1100092-RECIP-DEMO-DATA.
    15 RECIP-PHONE-NUM PIC X(10) VALUE SPACES. 056-065
    15 RECIP-ADDR-LINE-1 PIC X(22) VALUE SPACES. 066-087
    15 RECIP-ADDR-LINE-2 PIC X(22) VALUE SPACES. 088-109
    15 RECIP-CITY PIC X(18) VALUE SPACES. 110-127
    15 RECIP-STATE PIC X(02) VALUE SPACES. 128-129
    15 RECIP-ZIP-CODE PIC X(09) VALUE SPACES. 130-138
    15 RECIP-COUNTY PIC X(02) VALUE SPACES. 139-140
    15 RECIP-ELIG-BEG-DATE. 141-148
      20 REBEGD-YEAR PIC X(04) VALUE SPACES. 141-144
      20 REBEGD-MONTH PIC X(02) VALUE SPACES. 145-146
      20 REBEGD-DAY PIC X(02) VALUE SPACES. 147-148
    15 RECIP-ELIG-END-DATE. 149-156
      20 REENDDD-YEAR PIC X(04) VALUE SPACES. 149-152
      20 REENDDD-MONTH PIC X(02) VALUE SPACES. 153-154
      20 REENDDD-DAY PIC X(02) VALUE SPACES. 155-156
    15 filler PIC X(29) VALUE SPACES. 157-185

```

## Appendix 3. – A.3: Eligibility – MADAP

### RECORD LAYOUT REPORT

Field	Position	Field Position	Column Length	Column Start	Column End
LINE OF BUSINESS			1	1	1
MEMBER_SSN	9	2	10		
RECIPIENT_ID	11	11	21		
MEMBER_LAST_NAME		20	22	41	
MEMBER_FIRST_NAME		15	42	56	
MEMBER_MIDDLE_INITIAL		1	57	57	
MEMBER_SEX	1	58	58		
MEMBER_DATE_OF_BIRTH		8	59	66	
PATIENT_MEDICARE_ID_NUMBER		12	67	78	
MEMBER_PHONE_NUMBER		10	79	88	
MEMBER_STREET_ADDRESS		22	89	110	
MEMBER_CITY	18	111	128		
MEMBER_STATE	2	129	130		
MEMBER_ZIPCODE		5	131	135	
MEMBER_DATE_OF_DEATH		9	136	144	
MEMBER_ELIGIBILITY_START_DATE		8	145	152	
MEMBER_ELIGIBILITY_END_DATE		8	153	160	
POLICY HOLDER_MEMBER_ID		25	161	185	

**Appendix 3. – B.1: Buy-In Eligibility - Medicaid**

RECORD LAYOUT REPORT

----- FIELD LEVEL/NAME -----	--PICTURE--	FLD	START	END	LENGTH
TSRBYHCF			1	129	129
10 MAST-ID	S9(11)	1	1	6	6
10 RCPT-CURR-ID	S9(11)	2	7	12	6
10 HCFA-PART-IND	X	3	13	13	1
10 HCFA-L-NAME	X(12)	4	14	25	12
10 HCFA-F-NAME	X(10)	5	26	35	10
10 HCFA-MI	X	6	36	36	1
10 HCFA-SEX	X	7	37	37	1
10 HCFA-BIRTH-DATE	X(10)	8	38	47	10
10 HCFA-SSN	S9(9)	9	48	52	5
10 HIC-BIC	X(12)	10	53	64	12
10 RECIP-HCFA-COV-TP	X	11	65	65	1
10 HCFA-COV-GRP	XXX	12	66	68	3
10 HCFA-BEGIN-DATE	X(10)	13	69	78	10
10 HCFA-END-DATE	X(10)	14	79	88	10
10 MAST-HIC-BIC-PREV	X(12)	15	89	100	12
10 LAST-ACTVTY-TSTMP	X(26)	16	101	126	26
10 SRC-OF-UPD	X	17	127	127	1
10 USER-ID	S999	18	128	129	2

\*\*\* END OF LAYOUT REPORT \*\*\*

**Appendix 3. – C.1:Carrier Address File - Medicaid**

RECORD LAYOUT REPORT

----- FIELD LEVEL/NAME -----	--PICTURE--	FLD	START	END	LENGTH
TSLCATX			1	209	209
10 CARRIER-ID	X(6)	1	1	6	6
10 TEXT-KEY-SEQ-NM	S9(5)	2	7	9	3
10 LAST-UPDATE-DT	X(10)	3	10	19	10
10 USER-ID	S999	4	20	21	2
10 CARRIER-ADDRESS	X(186)	5	22	207	186
10 RECORD-CODE	XX	6	208	209	2

**Appendix 3. – C.2: Carrier Code File - KDP**

RECORD LAYOUT REPORT

----- FIELD LEVEL/NAME -----	--PICTURE--	FLD	START	END	LENGTH
TSKINSUR			1	150	150
10 IC-INS-CODE	X(5)	1	1	5	5
10 IC-NAME	X(30)	2	6	35	30
10 IC-NAME-ADDR-INFO	X(30)	3	36	65	30
10 IC-ADDRESS-LINE	X(30)	4	66	95	30
10 IC-CITY	X(15)	5	96	110	15
10 IC-STATE	XX	6	111	112	2
10 IC-ZIP-CODE-5	X(5)	7	113	117	5
10 IC-ZIP-CODE-LAST-4	X(4)	8	118	121	4
10 IC-REC-ACT-DATE	X(8)	9	122	129	8
10 IC-LAST-ACTIVITY-ID	XX	10	130	131	2
10 IC-LAST-ACTIVITY-TYPE	X	11	132	132	1
10 IC-DELETE-FLAG	X	12	133	133	1
10 IC-FILLER	X(17)	13	134	150	17

**Appendix 3. – C.3: Carrier Code Address – BCCDT**  
**Carrier Code Address – MADAP**

RECORD LAYOUT REPORT

CARRIER ID	[int] IDENTITY(1,1)	NOT NULL,
CARRIER CODE	[varchar] (6)	NOT NULL,
CARRIER NAME	[varchar] (70)	NOT NULL,
LINE1	[varchar] (50)	NULL,
LINE2]	[varchar] (50)	NULL,
CITY	[varchar] (50)	NULL,
STATE	[varchar] (2)	NULL,
ZIPCODE	[varchar] (9)	NULL,
PHONE	[varchar] (10)	NULL,
INACTIVE	[bit]	NULL,



**Appendix 3. – D.1:Eligibility Match - Medicaid**

RECORD LAYOUT REPORT

----- FIELD LEVEL/NAME -----	--PICTURE--	FLD	START	END	LENGTH
NT760000-MEDICAID-ID-NUM			1	500	500
5 NT760000-MEDICAID-ID-NUM	GROUP	1	1	20	20
10 NT760000-MAID-NUM	X(11)	2	1	11	11
10 NT760000-SEQ-NUM	XX	3	12	13	2
10 FILLER	X(7)	4	14	20	7
5 NT760000-LAST-NAME	X(20)	5	21	40	20
5 NT760000-FIRST-NAME	X(20)	6	41	60	20
5 NT760000-MID-INITIAL	X	7	61	61	1
5 NT760000-DATE-OF-BIRTH	GROUP	8	62	69	8
10 NT760000-RDOB-CCYY	9(4)	9	62	65	4
10 NT760000-RDOB-MM	99	10	66	67	2
10 NT760000-RDOB-DD	99	11	68	69	2
5 NT760000-INSURED-LAST-NAME	X(20)	12	70	89	20
5 NT760000-INSURED-FIRST-NAME	X(10)	13	90	99	10
5 NT760000-INSURED-MID-INITIAL					
	X	14	100	100	1
5 NT760000-INSURED-SSN	9(9)	15	101	109	9
5 NT760000-INSURED-DOB	GROUP	16	110	117	8
10 NT760000-IDOB-CCYY	9(4)	17	110	113	4
10 NT760000-IDOB-MM	99	18	114	115	2
10 NT760000-IDOB-DD	99	19	116	117	2
5 NT760000-CARRIER-NAME	X(30)	20	118	147	30
5 NT760000-CARRIER-ADDRESS-1	X(30)	21	148	177	30
5 NT760000-CARRIER-ADDRESS-2	X(30)	22	178	207	30
5 NT760000-CARRIER-CITY	X(20)	23	208	227	20
5 NT760000-CARRIER-STATE	XX	24	228	229	2
5 NT760000-CARRIER-ZIP-CODE	GROUP	25	230	239	10
10 NT760000-CARRIER-ZIP-5	X(5)	26	230	234	5
10 NT760000-CARRIER-ZIP-4	X(4)	27	235	238	4
10 FILLER	X	28	239	239	1
5 NT760000-POLICY-NUMBER	X(20)	29	240	259	20
5 NT760000-GROUP-NUMBER	X(20)	30	260	279	20
5 NT760000-POLICY-START-DATE	GROUP	31	280	287	8
10 NT760000-BEG-CCYY	9(4)	32	280	283	4
10 NT760000-BEG-MM	99	33	284	285	2
10 NT760000-BEG-DD	99	34	286	287	2
5 NT760000-POLICY-END-DATE	GROUP	35	288	295	8
10 NT760000-END-CCYY	9(4)	36	288	291	4
10 NT760000-END-MM	99	37	292	293	2
10 NT760000-END-DD	99	38	294	295	2
5 NT760000-MEDICAID-COVERAGE-GRP					
	XXX	39	296	298	3
5 NT760000-INS-RESOURCE-CODE	XX	40	299	300	2
5 NT760000-CARRIER-ID-CODE	X(5)	41	301	305	5
5 NT760000-COVERAGE-TYPES	X(25)	42	306	330	25
5 FILLER	X(170)	43	331	500	170

**Appendix 3. – X.1: Claims Adjustments - Medicaid**

RECORD LAYOUT REPORT

----- FIELD LEVEL/NAME -----	--PICTURE--	FLD	START	END	LENGTH
N1430000-MASS-REQUEST-RECORD		1	1	227	227
5 N1430091-RECORD-KEY	GROUP	1	1	9	9
10 N1430012-RECORD-CODE	XX	2	1	2	2
10 N1430042-REQUEST-NUMBER	X (5)	3	3	7	5
10 FILLER	XX	4	8	9	2
5 N1430031-USER-IDENTIFICATION					
	999	5	10	11	2
5 N1430031-DATE-OF-LAST-TRANS	S9 (5)	6	12	14	3
5 N1430011-REQUEST-TYPE	X	7	15	15	1
5 N1430091-BATCH-INFO	GROUP	8	16	23	8
10 N1430022-BATCH-DATE	9 (5)	9	16	20	5
10 N1430022-BATCH-NUMBER	999	10	21	23	3
5 N1430091-REQUEST-SELECT-FIELD(1) OCCURS 5 TIMES					
	GROUP	11	24	62	39
10 N1430022-REQUEST-DATA-ELEMENT(1)					
	9 (5)	12	24	28	5
10 N1430092-REQUEST-LOWER-LIMIT(1)					
	GROUP	13	29	45	17
15 N1430013-REQUEST-LOWER-LIMIT(1)					
	X (17)	14	29	45	17
15 N1430093-INVOICE-CONTROL-NUM REDEFINES N1430013-REQUEST-LOWER-LIMIT					
15 N1430093-INVOICE-CONTROL-NUM(1)					
	GROUP	15	29	45	17
20 N1430014-INVOICE-CONTROL-NUM(1)					
	X (17)	16	29	45	17
15 N1430093-RECIP-IDENT-NUMBER REDEFINES N1430013-REQUEST-LOWER-LIMIT					
15 N1430093-RECIP-IDENT-NUMBER(1)					
	GROUP	17	29	45	17
20 N1430014-RECIP-IDENT-NUMBER(1)					
	X (11)	18	29	39	11
20 FILLER(1)	X (6)	19	40	45	6
15 N1430093-PROV-NUMBER REDEFINES N1430013-REQUEST-LOWER-LIMIT					
15 N1430093-PROV-NUMBER(1)					
	GROUP	20	29	45	17
20 N1430014-PROV-NUMBER(1)					
	X (9)	21	29	37	9
20 FILLER(1)	X (8)	22	38	45	8
15 N1430093-CHECK-VOUCH-NUM REDEFINES N1430013-REQUEST-LOWER-LIMIT					
15 N1430093-CHECK-VOUCH-NUM(1)					
	GROUP	23	29	45	17
20 N1430074-CHECK-VOUCH-NUM(1)					
	X (7)	24	29	35	7
20 FILLER(1)	X (10)	25	36	45	10
15 N1430093-DATE-PAID REDEFINES N1430013-REQUEST-LOWER-LIMIT					
15 N1430093-DATE-PAID(1)					
	GROUP	26	29	45	17
20 N1430014-DATE-PAID(1)					
	X (6)	27	29	34	6
20 FILLER(1)	X (11)	28	35	45	11
15 N1430093-PROV-TYPE REDEFINES N1430013-REQUEST-LOWER-LIMIT					
15 N1430093-PROV-TYPE(1)					
	GROUP	29	29	45	17
20 N1430014-PROV-TYPE(1)					
	XX	30	29	30	2
20 FILLER(1)	X (15)	31	31	45	15
15 N1430093-PROV-COUNTY-CODE REDEFINES N1430013-REQUEST-LOWER-LIMIT					

15	N1430093-PROV-COUNTY-CODE (1)				
	GROUP	32	29	45	17
20	N1430014-PROV-COUNTY-CODE (1)				
	XX	33	29	30	2
20	FILLER(1)	X (15)	34	31	45
15	N1430093-PROV-SPEC-CODE REDEFINES N1430013-REQUEST-LOWER-LIMIT				15
15	N1430093-PROV-SPEC-CODE (1)				
	GROUP	35	29	45	17
20	N1430014-PROV-SPEC-CODE (1)				
	XX	36	29	30	2
20	FILLER(1)	X (15)	37	31	45
15	N1430093-PROV-CAT-OF-SVC-CODE REDEFINES N1430013-REQUEST-LOWER-LIMIT				15
15	N1430093-PROV-CAT-OF-SVC-CODE (1)				
	GROUP	38	29	45	17
20	N1430014-PROV-CAT-OF-SVC-CODE (1)				
	XX	39	29	30	2
20	FILLER(1)	X (15)	40	31	45
15	N1430093-ACCOUNTING-CODE REDEFINES N1430013-REQUEST-LOWER-LIMIT				15
15	N1430093-ACCOUNTING-CODE (1)				
	GROUP	41	29	45	17
20	N1430014-ACCOUNTING-CODE (1)				
	X	42	29	29	1
20	FILLER(1)	X (16)	43	30	45
15	N1430093-PATIENT-STATUS REDEFINES N1430013-REQUEST-LOWER-LIMIT				16
15	N1430093-PATIENT-STATUS (1)				
	GROUP	44	29	45	17
20	N1430014-PATIENT-STATUS (1)				
	XX	45	29	30	2
20	FILLER(1)	X (15)	46	31	45
15	N1430093-TYPE-OF-PROFESSIONAL REDEFINES N1430013-REQUEST-LOWER-LIMIT				15
15	N1430093-TYPE-OF-PROFESSIONAL (1)				
	GROUP	47	29	45	17
20	N1430014-TYPE-OF-PROFESSIONAL (1)				
	XX	48	29	30	2
20	FILLER(1)	X (15)	49	31	45
15	N1430093-ALLOWED-CHRG-SOURCE REDEFINES N1430013-REQUEST-LOWER-LIMIT				15
15	N1430093-ALLOWED-CHRG-SOURCE (1)				
	GROUP	50	29	45	17
20	N1430014-ALLOWED-CHRG-SOURCE (1)				
	X	51	29	29	1
20	FILLER(1)	X (16)	52	30	45
15	N1430093-RECORD-CODE REDEFINES N1430013-REQUEST-LOWER-LIMIT				16
15	N1430093-RECORD-CODE (1)				
	GROUP	53	29	45	17
20	N1430014-RECORD-CODE (1)				
	XX	54	29	30	2
20	FILLER(1)	X (15)	55	31	45
15	N1430093-PRE-AUTH-NUM REDEFINES N1430013-REQUEST-LOWER-LIMIT				15
15	N1430093-PRE-AUTH-NUM (1)				
	GROUP	56	29	45	17
20	N1430014-PRE-AUTH-NUM (1)				
	X (10)	57	29	38	10
20	FILLER(1)	X (7)	58	39	45
15	N1430093-CLM-TYP REDEFINES N1430013-REQUEST-LOWER-LIMIT				7
15	N1430093-CLM-TYP (1)				
	GROUP	59	29	45	17
20	N1430014-CLM-TYP (1)				
	X	60	29	29	1
20	FILLER(1)	X (16)	61	30	45
15	N1430093-PROC-CODE-MODIFIER REDEFINES N1430013-REQUEST-LOWER-LIMIT				16
15	N1430093-PROC-CODE-MODIFIER (1)				
	GROUP	62	29	45	17
20	N1430014-PROC-CODE-MODIFIER (1)				
	XX	63	29	30	2

**Maximization of Third Party Liability Recoveries for the State  
of Maryland**  
**Solicitation #: 20-18315**

**RFP Document**

20 FILLER(1)	X(15)	64	31	45	15
15 N1430093-PROC-CODE-MODIFIER-2	REDEFINES N1430013-REQUEST-LOWER-LIMIT				
15 N1430093-PROC-CODE-MODIFIER-2(1)					
	GROUP	65	29	45	17
20 N1430014-PROC-CODE-MODIFIER-2(1)					
	XX	66	29	30	2
20 FILLER(1)	X(15)	67	31	45	15
15 N1430093-ADJUSTMENT-REASON	REDEFINES N1430013-REQUEST-LOWER-LIMIT				
15 N1430093-ADJUSTMENT-REASON(1)					
	GROUP	68	29	45	17
20 N1430014-ADJUSTMENT-REASON(1)					
	XX	69	29	30	2
20 FILLER(1)	X(15)	70	31	45	15
15 N1430093-REMITTANCE-ADVICE-NO	REDEFINES N1430013-REQUEST-LOWER-LIMIT				
15 N1430093-REMITTANCE-ADVICE-NO(1)					
	GROUP	71	29	45	17
20 N1430014-REMITTANCE-ADVICE-NO(1)					
	X(6)	72	29	34	6
20 FILLER(1)	X(11)	73	35	45	11
15 N1430093-REVENUE-CODE	REDEFINES N1430013-REQUEST-LOWER-LIMIT				
15 N1430093-REVENUE-CODE(1)					
	GROUP	74	29	45	17
20 N1430014-REVENUE-CODE(1)					
	X(4)	75	29	32	4
20 FILLER(1)	X(13)	76	33	45	13
15 N1430093-PROC-CODE	REDEFINES N1430013-REQUEST-LOWER-LIMIT				
15 N1430093-PROC-CODE(1)					
20 N1430014-PROC-CODE(1)	GROUP	77	29	45	17
	X(5)	78	29	33	5
20 FILLER(1)	X(12)	79	34	45	12
15 N1430093-DIAG-CODE-ICD-9	REDEFINES N1430013-REQUEST-LOWER-LIMIT				
15 N1430093-DIAG-CODE-ICD-9(1)					
	GROUP	80	29	45	17
20 N1430014-DIAG-CODE-ICD-9(1)					
	X(6)	81	29	34	6
20 FILLER(1)	X(11)	82	35	45	11
15 N1430093-CLAIM-STATUS	REDEFINES N1430013-REQUEST-LOWER-LIMIT				
15 N1430093-CLAIM-STATUS(1)					
	GROUP	83	29	45	17
20 N1430014-CLAIM-STATUS(1)					
	X	84	29	29	1
20 FILLER(1)	X(16)	85	30	45	16
15 N1430093-CARRIER-CODE	REDEFINES N1430013-REQUEST-LOWER-LIMIT				
15 N1430093-CARRIER-CODE(1)					
	GROUP	86	29	45	17
20 N1430014-CARRIER-CODE(1)					
	X(6)	87	29	34	6
20 FILLER(1)	X(11)	88	35	45	11
15 N1430093-TPL-GROUP-NUMBER	REDEFINES N1430013-REQUEST-LOWER-LIMIT				
15 N1430093-TPL-GROUP-NUMBER(1)					
	GROUP	89	29	45	17
20 N1430014-TPL-GROUP-NUMBER(1)					
	X(15)	90	29	43	15
20 FILLER(1)	XX	91	44	45	2
10 N1430092-REQUEST-UPPER-LIMIT(1)					
	GROUP	92	46	62	17
20 N1430014-REQUEST-UPPER-LIMIT(1)					
	X(17)	93	46	62	17
20 N1430094-INVOICE-CONTROL-NUM	REDEFINES N1430014-REQUEST-UPPER-LIMIT				
20 N1430094-INVOICE-CONTROL-NUM(1)					
	GROUP	94	46	62	17
25 N1430015-INVOICE-CONTROL-NUM(1)					

**Maximization of Third Party Liability Recoveries for the State  
of Maryland**  
**Solicitation #: 20-18315**

**RFP Document**

	X (17)	95	46	62	17
20 N1430094-RECIP-IDENT-NUMBER REDEFINES N1430014-REQUEST-UPPER-LIMIT					
20 N1430094-RECIP-IDENT-NUMBER (1)					
	GROUP	96	46	62	17
25 N1430015-RECIP-IDENT-NUMBER (1)					
	X (11)	97	46	56	11
25 FILLER (1)	X (6)	98	57	62	6
20 N1430094-PROV-NUMBER REDEFINES N1430014-REQUEST-UPPER-LIMIT					
20 N1430094-PROV-NUMBER (1)					
	GROUP	99	46	62	17
25 N1430015-PROV-NUMBER (1)					
	X (9)	100	46	54	9
25 FILLER (1)	X (8)	101	55	62	8
20 N1430094-CHECK-VOUCH-NUM REDEFINES N1430014-REQUEST-UPPER-LIMIT					
20 N1430094-CHECK-VOUCH-NUM (1)					
	GROUP	102	46	62	17
25 N1430075-CHECK-VOUCH-NUM (1)					
	X (7)	103	46	52	7
25 FILLER (1)	X (10)	104	53	62	10
20 N1430094-DATE-PAID REDEFINES N1430014-REQUEST-UPPER-LIMIT					
20 N1430094-DATE-PAID (1)					
25 N1430015-DATE-PAID (1)					
	X (6)	106	46	51	6
25 FILLER (1)	X (11)	107	52	62	11
20 N1430094-PROV-TYPE REDEFINES N1430014-REQUEST-UPPER-LIMIT					
20 N1430094-PROV-TYPE (1)					
25 N1430015-PROV-TYPE (1)					
	GROUP	108	46	62	17
	XX	109	46	47	2
25 FILLER (1)	X (15)	110	48	62	15
20 N1430094-PROV-COUNTY-CODE REDEFINES N1430014-REQUEST-UPPER-LIMIT					
20 N1430094-PROV-COUNTY-CODE (1)					
	GROUP	111	46	62	17
25 N1430015-PROV-COUNTY-CODE (1)					
	XX	112	46	47	2
25 FILLER (1)	X (15)	113	48	62	15
20 N1430094-PROV-SPEC-CODE REDEFINES N1430014-REQUEST-UPPER-LIMIT					
20 N1430094-PROV-SPEC-CODE (1)					
	GROUP	114	46	62	17
25 N1430015-PROV-SPEC-CODE (1)					
	XX	115	46	47	2
25 FILLER (1)	X (15)	116	48	62	15
20 N1430094-PROV-CAT-OF-SVC-CODE REDEFINES N1430014-REQUEST-UPPER-LIMIT					
20 N1430094-PROV-CAT-OF-SVC-CODE (1)					
	GROUP	117	46	62	17
25 N1430015-PROV-CAT-OF-SVC-CODE (1)					
	XX	118	46	47	2
25 FILLER (1)	X (15)	119	48	62	15
20 N1430094-ACCOUNTING-CODE REDEFINES N1430014-REQUEST-UPPER-LIMIT					
20 N1430094-ACCOUNTING-CODE (1)					
	GROUP	120	46	62	17
25 N1430015-ACCOUNTING-CODE (1)					
	X	121	46	46	1
25 FILLER (1)	X (16)	122	47	62	16
20 N1430094-PATIENT-STATUS REDEFINES N1430014-REQUEST-UPPER-LIMIT					
20 N1430094-PATIENT-STATUS (1)					
	GROUP	123	46	62	17
25 N1430015-PATIENT-STATUS (1)					
	XX	124	46	47	2
25 FILLER (1)	X (15)	125	48	62	15
20 N1430094-TYPE-OF-PROFESSIONAL REDEFINES N1430014-REQUEST-UPPER-LIMIT					
20 N1430094-TYPE-OF-PROFESSIONAL (1)					
	GROUP	126	46	62	17

25 N1430015-TYPE-OF-PROFESSIONAL (1)	XX	127	46	47	2
25 FILLER (1)	X (15)	128	48	62	15
20 N1430094-ALLOWED-CHRG-SOURCE REDEFINES N1430014-REQUEST-UPPER-LIMIT					
20 N1430094-ALLOWED-CHRG-SOURCE (1)	GROUP	129	46	62	17
25 N1430015-ALLOWED-CHRG-SOURCE (1)	X	130	46	46	1
25 FILLER (1)	X (16)	131	47	62	16
20 N1430094-RECORD-CODE REDEFINES N1430014-REQUEST-UPPER-LIMIT					
20 N1430094-RECORD-CODE (1)	GROUP	132	46	62	17
25 N1430015-RECORD-CODE (1)	XX	133	46	47	2
25 FILLER (1)	X (15)	134	48	62	15
20 N1430094-PRE-AUTH-NUM REDEFINES N1430014-REQUEST-UPPER-LIMIT					
20 N1430094-PRE-AUTH-NUM (1)	GROUP	135	46	62	17
25 N1430015-PRE-AUTH-NUM (1)	X (10)	136	46	55	10
25 FILLER (1)	X (7)	137	56	62	7
20 N1430094-CLM-TYP REDEFINES N1430014-REQUEST-UPPER-LIMIT					
20 N1430094-CLM-TYP (1)	GROUP	138	46	62	17
25 N1430015-CLM-TYP (1)	X	139	46	46	1
25 FILLER (1)	X (16)	140	47	62	16
20 N1430094-PROC-CODE-MODIFIER REDEFINES N1430014-REQUEST-UPPER-LIMIT					
20 N1430094-PROC-CODE-MODIFIER (1)	GROUP	141	46	62	17
25 N1430015-PROC-CODE-MODIFIER (1)	XX	142	46	47	2
25 FILLER (1)	X (15)	143	48	62	15
20 N1430094-PROC-CODE-MODIFIER-2 REDEFINES N1430014-REQUEST-UPPER-LIMIT					
20 N1430094-PROC-CODE-MODIFIER-2 (1)	GROUP	144	46	62	17
25 N1430015-PROC-CODE-MODIFIER-2 (1)	XX	145	46	47	2
25 FILLER (1)	X (15)	146	48	62	15
20 N1430094-ADJUSTMENT-REASON REDEFINES N1430014-REQUEST-UPPER-LIMIT					
20 N1430094-ADJUSTMENT-REASON (1)	GROUP	147	46	62	17
25 N1430015-ADJUSTMENT-REASON (1)	XX	148	46	47	2
25 FILLER (1)	X (15)	149	48	62	15
20 N1430094-REMITTANCE-ADVICE-NO REDEFINES N1430014-REQUEST-UPPER-LIMIT					
20 N1430094-REMITTANCE-ADVICE-NO (1)	GROUP	150	46	62	17
25 N1430015-REMITTANCE-ADVICE-NO (1)	X (6)	151	46	51	6
25 FILLER (1)	X (11)	152	52	62	11
20 N1430094-REVENUE-CODE REDEFINES N1430014-REQUEST-UPPER-LIMIT					
20 N1430094-REVENUE-CODE (1)	GROUP	153	46	62	17
25 N1430015-REVENUE-CODE (1)	X (4)	154	46	49	4
25 FILLER (1)	X (13)	155	50	62	13
20 N1430094-PROC-CODE REDEFINES N1430014-REQUEST-UPPER-LIMIT					
20 N1430094-PROC-CODE (1)	GROUP	156	46	62	17
25 N1430015-PROC-CODE (1)	X (5)	157	46	50	5
25 FILLER (1)	X (12)	158	51	62	12
20 N1430094-DIAG-CODE-ICD-9 REDEFINES N1430014-REQUEST-UPPER-LIMIT					
20 N1430094-DIAG-CODE-ICD-9 (1)					

	GROUP	159	46	62	17
25 N1430015-DIAG-CODE-ICD-9(1)					
	X(6)	160	46	51	6
25 FILLER(1)	X(11)	161	52	62	11
20 N1430094-CLAIM-STATUS REDEFINES N1430014-REQUEST-UPPER-LIMIT					
20 N1430094-CLAIM-STATUS(1)					
	GROUP	162	46	62	17
25 N1430015-CLAIM-STATUS(1)					
	X	163	46	46	1
25 FILLER(1)	X(16)	164	47	62	16
20 N1430094-CARRIER-CODE REDEFINES N1430014-REQUEST-UPPER-LIMIT					
20 N1430094-CARRIER-CODE(1)					
	GROUP	165	46	62	17
25 N1430015-CARRIER-CODE(1)					
	X(6)	166	46	51	6
25 FILLER(1)	X(11)	167	52	62	11
20 N1430094-TPL-GROUP-NUMBER REDEFINES N1430014-REQUEST-UPPER-LIMIT					
20 N1430094-TPL-GROUP-NUMBER(1)					
	GROUP	168	46	62	17
25 N1430015-TPL-GROUP-NUMBER(1)					
	X(15)	169	46	60	15
25 FILLER(1)	XX	170	61	62	2
5 N1430091-REQ-MASS-TRANS-DATA					
	GROUP	171	219	227	9
10 N1430012-ADJUSTMENT-REASON					
	XX	172	219	220	2
10 N1430012-EXTRACTION-REASON REDEFINES N1430012-ADJUSTMENT-REASON					
10 N1430012-EXTRACTION-REASON					
	XX	173	219	220	2
10 N1430012-REQ-AFFECT-CREDIT					
	X	174	221	221	1
10 N1430012-REQ-AFFECT-ADJUST					
	X	175	222	222	1
10 N1430012-TPL-COLLECT-AMOUNT					
	S9(7)V99	176	223	227	5

**Appendix 3. – X.1:EDB File - Medicaid**

RECORD LAYOUT REPORT

----- FIELD LEVEL/NAME -----	--PICTURE--	FLD	START	END	LENGTH
B0740000-REC			1	1034	1034
5 B0740000-SSN	X(9)	1	1	9	9
5 B0740000-ST-REQ-ID	X(8)	2	10	17	8
5 B0740000-MA-ID	9(11)	3	18	28	11
5 B0740000-FIL5	X(14)	4	29	42	14
5 B0740000-DOB	X(8)	5	43	50	8
5 B0740000-SEX	X	6	51	51	1
5 B0740000-NAME-F	X(6)	7	52	57	6
5 B0740000-NAME-L	X(6)	8	58	63	6
5 B0740000-ST-CREATE-YYMM	X(4)	9	64	67	4
5 B0740000-MISC	X(13)	10	68	80	13
5 B0740000-FINDER-STAT-CD	X	11	81	81	1
5 B0740000-CLM-NUM	GROUP	12	82	92	11
10 B0740000-BEN-CLM-NUM	X(9)	13	82	90	9
10 B0740000-BEN-IDENT-CD	XX	14	91	92	2
5 B0740000-CLM-NUM-X REDEFINES B0740000-CLM-NUM					
5 B0740000-CLM-NUM-X	X(11)	15	82	92	11
5 B0740000-BEN-DOB	X(8)	16	93	100	8
5 B0740000-BEN-DOD	X(8)	17	101	108	8
5 B0740000-BEN-SEX	X	18	109	109	1
5 B0740000-BEN-NAME-F	X(15)	19	110	124	15
5 B0740000-BEN-NAME-M	X	20	125	125	1
5 B0740000-BEN-NAME-L	X(24)	21	126	149	24
5 B0740000-FIL1	X(136)	22	150	285	136
5 B0740000-BEN-REP-PAYEE-SW	X	23	286	286	1
5 B0740000-BEN-PTA-PRMPYR-CD	X	24	287	287	1
5 B0740000-BEN-PTB-PRMPYR-CD	X	25	288	288	1
5 B0740000-BEN-PTA-NENTL-ST-CD					
	X	26	289	289	1
5 B0740000-BEN-PTB-NENTL-ST-CD					
	X	27	290	290	1
5 B0740000-XREF-CLM-ACNT-CNT	99	28	291	292	2
5 B0740000-XREF-CLM-ACNT-MAX	99	29	293	294	2
5 B0740000-BEN-XREF-CLM-NUM(1) OCCURS 10 TIMES					
	GROUP	30	295	305	11
10 B0740000-XCLM-NUM(1)	X(11)	31	295	305	11
10 B0740000-XCLM-NUM-X REDEFINES B0740000-XCLM-NUM					
10 B0740000-XCLM-NUM-X(1)	GROUP	32	295	305	11
15 B0740000-BEN-XCLM-NM(1)					
	X(9)	33	295	303	9
15 B0740000-BEN-XCLM-CD(1)					
	XX	34	304	305	2
5 B0740000-SSN-NUM-CNT	XX	35	405	406	2
5 B0740000-SSN-NUM-MAX	XX	36	407	408	2
5 B0740000-BEN-SSN-NUM(1) OCCURS 5 TIMES					
	GROUP	37	409	417	9
10 B0740000-BEN-SSNS(1)	X(9)	38	409	417	9
10 B0740000-SSN-N REDEFINES B0740000-BEN-SSNS					
10 B0740000-SSN-N(1)	9(9)	39	409	417	9
5 B0740000-PTA-ENTL-BEG-DT	X(8)	40	454	461	8
5 B0740000-PTA-ENTL-END-DT	X(8)	41	462	469	8
5 B0740000-PTA-ENTL-RSN-CD	X	42	470	470	1
5 B0740000-PTA-ENTL-ST-CD	X	43	471	471	1
5 B0740000-PTB-ENTL-BEG-DT	X(8)	44	472	479	8



**Maximization of Third Party Liability Recoveries for the State  
of Maryland**  
**Solicitation #: 20-18315**

**RFP Document**

5 B0740000-PTB-ENTL-END-DT	X (8)	45	480	487	8
5 B0740000-PTB-ENTL-RSN-CD	X	46	488	488	1
5 B0740000-PTB-ENTL-ST-CD	X	47	489	489	1
5 B0740000-FIL3	X (124)	48	490	613	124
5 B0740000-ENTL-RSN-CD-REL	GROUP	49	614	622	9
10 B0740000-BEN-ENTL-RSN-CHG-DT					
	X (8)	50	614	621	8
10 B0740000-BEN-ENTL-RSN-CD	X	51	622	622	1
5 B0740000-FIL4	X (17)	52	623	639	17
5 B0740000-HCFA-DIB-ENTL-REL	GROUP	53	640	656	17
10 B0740000-DIB-ENTL-BEG-DT	X (8)	54	640	647	8
10 B0740000-DIB-ENTL-END-DT	X (8)	55	648	655	8
10 B0740000-DIB-ENTL-DT-JUST-CD					
	X	56	656	656	1
5 B0740000-FIL5	X (263)	57	657	919	263
5 B0740000-PTA-TP-BEG-DT	X (8)	58	920	927	8
5 B0740000-PTA-TP-PRM-PYR-CD	XXX	59	928	930	3
5 B0740000-PTA-ACRTN-TRANS-CD	X (4)	60	931	934	4
5 B0740000-PTA-ACRTN-ADJ-CD	X	61	935	935	1
5 B0740000-PTA-ACRTN-BLG-MO-DT					
	X (6)	62	936	941	6
5 B0740000-PTA-TP-END-DT	X (8)	63	942	949	8
5 B0740000-PTA-DLTN-TRANS-CD	X (4)	64	950	953	4
5 B0740000-PTA-DLTN-ADJ-CD	X	65	954	954	1
5 B0740000-PTA-DLTN-BLG-MO-DT	X (6)	66	955	960	6
5 B0740000-PTA-TP-BUYIN-ELG-CD					
	X	67	961	961	1
5 B0740000-PTA-RFND-SW	X	68	962	962	1
5 B0740000-PTB-TP-BEG-DT	X (8)	69	963	970	8
5 B0740000-PTB-TP-PRM-PYR-CD	XXX	70	971	973	3
5 B0740000-PTB-ACRTN-TRANS-CD	X (4)	71	974	977	4
5 B0740000-PTB-ACRTN-ADJ-CD	X	72	978	978	1
5 B0740000-PTB-ACRTN-BLG-MO-DT					
	X (6)	73	979	984	6
5 B0740000-PTB-TP-END-DT	X (8)	74	985	992	8
5 B0740000-PTB-DLTN-TRANS-CD	X (4)	75	993	996	4
5 B0740000-PTB-DLTN-ADJ-CD	X	76	997	997	1
5 B0740000-PTB-DLTN-BLG-MO-DT	X (6)	77	998	1003	6
5 B0740000-PTB-TP-BUYIN-ELG-CD					
	X	78	1004	1004	1
5 B0740000-PTB-RFND-SW	X	79	1005	1005	1
5 B0740000-MBD-PBP-ELCT-REL	GROUP	80	1006	1034	29
10 B0740000-MBD-GHP-ENRL-EFCTV-DT					
	X (8)	81	1006	1013	8
10 B0740000-MBD-PBP-STRT-DT	X (8)	82	1014	1021	8
10 B0740000-MBD-PBP-END-DT	X (8)	83	1022	1029	8
10 B0740000-MBD-PBP-NUM	XXX	84	1030	1032	3
10 B0740000-MBD-PBP-CVRG-TYPE-CD					
	XX	85	1033	1034	2

**Appendix 3. – X.1:Medicare\_XREF - Medicaid**

RECORD LAYOUT REPORT

----- FIELD LEVEL/NAME -----	--PICTURE--	FLD	START	END	LENGTH
TSPXREF			1	218	218
10 MCARE-PROV-NM	X(17)	1	1	17	17
10 PROV-MCARE-PART	X	2	18	18	1
10 PROV-MED-SRC-IND	X	3	19	19	1
10 PROV-BASE-NUM	S9(7)	4	20	23	4
10 PROV-LOCATION	S99	5	24	25	2
10 PROV-MCARE-NAME	X(40)	6	26	65	40
10 PROV-MCARE-ADDR1	X(40)	7	66	105	40
10 PROV-MCARE-ADDR2	X(40)	8	106	145	40
10 PROV-MCARE-CITY	X(20)	9	146	165	20
10 PROV-MCARE-STATE	XX	10	166	167	2
10 PROV-MCARE-ZIP	S9(9)	11	168	172	5
10 PROV-MCARE-TEL	S9(10)	12	173	178	6
10 PROV-MCARE-UPIN	S9(10)	13	179	184	6
10 RECORD-CODE	XX	14	185	186	2
10 DT-OF-LAST-TRANS	X(10)	15	187	196	10
10 USER-ID	S999	16	197	198	2
10 PREV-PROV-NUM	S9(9)	17	199	203	5
10 SENDER-ID	X(15)	18	204	218	15

**Appendix 3. – X.1:Paid Claims – Medicaid**

RECORD LAYOUT REPORT

**MEMBER CONTAINS 5 LAYOUTS**

----- FIELD LEVEL/NAME -----	--PICTURE--	FLD	START	END	LENGTH
<b>&gt; &gt; &gt; &gt; START OF LAYOUT NUMBER 1 &lt; &lt; &lt; &lt; &lt;</b>					
01400100-DATE-HEADER			1	526	526
5 01400111-RECORD-CODE	XX	1	1	2	2
5 01400111-SORT-KEY	X (30)	2	3	32	30
5 01400131-NUM-OF-LINE-ITEMS	S999	3	33	34	2
5 01400131-NUM-OF-CURR-EXCEP	S999	4	35	36	2
5 01400131-NUM-OF-COMM-EXCEP	S999	5	37	38	2
5 01400131-NUM-OF-TPL-SEGMENTS	S999	6	39	40	2
5 01400131-NUM-OF-RELATED-HIST	S999	7	41	42	2
5 01400191-INVOICE-CONTROL-NUM	GROUP	8	43	59	17
10 01400122-CLM-INPUT-MEDIUM-IND	9	9	43	43	1
10 01400122-BATCH-DATE	9 (5)	10	44	48	5
10 01400122-MACH-REEL-FILL	99	11	49	50	2
10 01400122-BATCH-NUMBER	999	12	51	53	3
10 01400122-DOCUMENT-NUMBER	9 (4)	13	54	57	4
10 01400122-LINE-NUMBER	99	14	58	59	2
5 01400111-CYCLE-DATE	X (6)	15	60	65	6
5 01400121-CYCLE-DATE	9 (6)	16	66	71	6
5 01400131-CYCLE-DATE	S9 (5)	17	72	74	3
5 01400151-CYCLE-DATE	X (8)	18	75	82	8
5 01400161-CYCLE-DATE	9 (5)	19	83	85	3
5 N1400111-FILLER-01	X (441)	20	86	526	441
<b>&gt; &gt; &gt; &gt; START OF LAYOUT NUMBER 2 &lt; &lt; &lt; &lt; &lt;</b>					
01415200-INSTITUTIONAL-CLAIM			1	5942	5942
10 01415292-CLM-HEADER-COMMON	GROUP	1	1	526	526
15 01415213-RECORD-CODE	XX	2	1	2	2
15 01415213-SORT-KEY	X (30)	3	3	32	30
15 01415213-RECORD-SEQ	99	4	33	34	2
15 01415213-TOT-OF-LINE-ITEMS	999	5	35	37	3
15 01415293-OCCURRENCE-COUNTERS	GROUP	6	38	47	10
20 01415234-NUM-OF-LINE-ITEMS	S999	7	38	39	2
20 01415234-NUM-OF-CURR-EXCEP	S999	8	40	41	2
20 01415234-NUM-OF-COMM-EXCEP	S999	9	42	43	2
20 01415234-NUM-OF-TPL-SEGMENTS	S999	10	44	45	2
20 01415234-NUM-OF-RELATED-HIST	S999	11	46	47	2
15 01415213-TRANSLATOR-CONTROL-NM	X (12)	12	48	59	12
15 01415213-TRANSLATOR-VERSION	X (12)	13	60	71	12

**Maximization of Third Party Liability Recoveries for the State  
of Maryland**  
**Solicitation #: 20-18315**

**RFP Document**

15	01415213-TRANS-BEHAVIOR-CODE	X	14	72	72	1
15	01415293-INVOICE-CONTROL-NUM	GROUP	15	73	89	17
20	01415224-CLM-INPUT-MEDIUM-IND	9	16	73	73	1
20	01415224-BATCH-DATE	9 (5)	17	74	78	5
20	01415224-MACH-REEL-FILL	99	18	79	80	2
20	01415224-BATCH-NUMBER	999	19	81	83	3
20	01415224-DOCUMENT-NUMBER	9 (4)	20	84	87	4
20	01415224-LINE-NUMBER	99	21	88	89	2
15	01415213-ACCOUNTING-CODE	X	22	90	90	1
15	01415213-CLAIM-STATUS	X	23	91	91	1
15	01415213-CLM-TYP	X	24	92	92	1
15	01415213-TEST-PROD-IND	X	25	93	93	1
15	01415293-CLAIM-DATES	GROUP	26	94	129	36
20	01415234-FIRST-DATE-OF-SVC	S9 (5)	27	94	96	3
20	01415234-LAST-DATE-OF-SVC	S9 (5)	28	97	99	3
20	01415234-DATE-BILLED	S9 (5)	29	100	102	3
20	01415234-ENTRY-DATE	S9 (5)	30	103	105	3
20	01415234-SUSPENSE-DATE	S9 (5)	31	106	108	3
20	01415234-LAST-CYCLE-DATE	S9 (5)	32	109	111	3
20	01415234-DATE-OF-ADJUDICATION	S9 (5)	33	112	114	3
20	01415234-REMIT-PROCESS-DATE	S9 (5)	34	115	117	3
20	01415234-DATE-PAID	S9 (5)	35	118	120	3
20	01415234-CHECK-DATE	S9 (5)	36	121	123	3
20	01415234-ORIG-PAYMENT-DATE	S9 (5)	37	124	126	3
20	01415234-DATE-TO-HIST	S9 (5)	38	127	129	3
15	01415293-CLAIM-PAYMENT-DATA	GROUP	39	130	169	40
20	01415234-TOTAL-CLAIM-CHARGE	S9 (7) V99	40	130	134	5
20	01415234-CLM-RECIP-PMT-AMT	S9 (7) V99	41	135	139	5
20	01415234-THIRD-PARTY-PMT-AMT	S9 (7) V99	42	140	144	5
20	01415234-AMT-PAID-BY-MCARE	S9 (7) V99	43	145	149	5
20	01415234-NET-CLAIM-CHARGE	S9 (7) V99	44	150	154	5
20	01415234-REIMBURSEMENT-AMOUNT	S9 (7) V99	45	155	159	5
20	01415234-FED-FIN-PART	S9 (7) V99	46	160	164	5
20	01415234-SPENDDOWN-AMOUNT	S9 (7) V99	47	165	169	5
15	01415293-CLAIM-PROV-DATA	GROUP	48	170	213	44
20	01415294-PROV-NUMBER	GROUP	49	170	178	9
25	01415225-PROV-BASE-NUMBER	9 (7)	50	170	176	7
25	01415225-PROV-LOCATION	99	51	177	178	2
20	01415214-PROV-CAT-OF-SVC-CODE	XX	52	179	180	2
20	01415214-PROV-SPEC-CODE					

**Maximization of Third Party Liability Recoveries for the State  
of Maryland**  
**Solicitation #: 20-18315**

**RFP Document**

	S999	53	181	182	2
20 O1415214-PROV-TYPE	XX	54	183	184	2
20 O1415234-PROV-TAXONOMY	X (10)	55	185	194	10
20 O1415214-PROV-COUNTY-CODE					
	99	56	195	196	2
20 O1415234-PROV-ZIP-CODE	9 (9)	57	197	201	5
20 O1415294-PAY-TO-PROV-DATA					
	GROUP	58	202	212	11
25 O1415295-PAY-TO-PROV-NUM					
	GROUP	59	202	210	9
30 O1415226-PAY-TO-PROV-BASE-NUM					
	9 (7)	60	202	208	7
30 O1415226-PAY-TO-PROV-LOC					
	99	61	209	210	2
25 O1415215-PAY-TO-PROV-TYPE					
	XX	62	211	212	2
20 O1415214-PROV-PAYMENT-METHOD					
	X	63	213	213	1
15 O1415293-CLAIM-RECIP-DATA					
	GROUP	64	214	381	168
20 O1415294-RECIP-IDENT-NUMBER					
	GROUP	65	214	224	11
25 O1415225-RECIP-IDENT-NUMBER					
	9 (11)	66	214	224	11
20 O1415294-ORIGINAL-RECIP-ID					
	GROUP	67	225	235	11
25 O1415225-ORIGINAL-RECIP-ID					
	9 (11)	68	225	235	11
20 O1415294-PROV-MC-DATA	GROUP	69	236	247	12
25 O1415225-PROV-MC-PRG	XXX	70	236	238	3
25 O1415225-SPEC-PGM-PROV					
	9 (9)	71	239	247	9
25 O1415295-SPEC-PGM-PROV REDEFINES O1415225-SPEC-PGM-PROV					
25 O1415295-SPEC-PGM-PROV					
	GROUP	72	239	247	9
30 O1415226-SPEC-PROV-BASE-NUM					
	9 (7)	73	239	245	7
30 O1415226-SPEC-PROV-LOCATION					
	99	74	246	247	2
20 O1415294-PROV-MC-DATA-2					
	GROUP	75	248	259	12
25 O1415225-PROV-MC-PRG-2					
	XXX	76	248	250	3
25 O1415225-SPEC-PGM-PROV-2					
	9 (9)	77	251	259	9
25 O1415295-SPEC-PGM-PROV-2 REDEFINES O1415225-SPEC-PGM-PROV-2					
25 O1415295-SPEC-PGM-PROV-2					
	GROUP	78	251	259	9
30 O1415226-SPEC-PROV-BASE-NUM-2					
	9 (7)	79	251	257	7
30 O1415226-SPEC-PROV-LOCATION-2					
	99	80	258	259	2
20 O1415294-PROV-MC-DATA-3					
	GROUP	81	260	271	12
25 O1415225-PROV-MC-PRG-3					
	XXX	82	260	262	3
25 O1415225-SPEC-PGM-PROV-3					
	9 (9)	83	263	271	9
25 O1415295-SPEC-PGM-PROV-3 REDEFINES O1415225-SPEC-PGM-PROV-3					
25 O1415295-SPEC-PGM-PROV-3					
	GROUP	84	263	271	9
30 O1415226-SPEC-PROV-BASE-NUM-3					

**Maximization of Third Party Liability Recoveries for the State  
of Maryland**  
**Solicitation #: 20-18315**

**RFP Document**

	9 (7)	85	263	269	7
30 01415226-SPEC-PROV-LOCATION-3					
	99	86	270	271	2
20 01415214-RECIP-COUNTY	XX	87	272	273	2
20 01415214-RECIP-ZIP-CODE					
	X (5)	88	274	278	5
20 01415294-RECIP-NAME	GROUP	89	279	321	43
25 01415215-RECIP-LAST-NAME					
	X (25)	90	279	303	25
25 01415215-RECIP-FIRST-NAME					
	X (15)	91	304	318	15
25 01415215-RECIP-MIDDLE-INIT					
	X	92	319	319	1
25 01415215-NAME-CODE	XX	93	320	321	2
20 01415294-SUBMIT-RECIP-NAME					
	GROUP	94	322	364	43
25 01415215-SUBMIT-LAST-NAME					
	X (25)	95	322	346	25
25 01415215-SUBMIT-FIRST-NAME					
	X (15)	96	347	361	15
25 01415215-SUBMIT-MIDDLE-INIT					
	X	97	362	362	1
25 01415215-SUBMIT-NAME-CODE					
	XX	98	363	364	2
20 01415234-RECIP-DATE-OF-BIRTH					
	S9 (7)	99	365	368	4
20 01415234-RECIP-AGE	S999	100	369	370	2
20 01415214-RECIP-SEX-CODE					
	X	101	371	371	1
20 01415214-RECIP-RACE-CODE					
	X	102	372	372	1
20 01415214-RECIP-MCARE-IND					
	X	103	373	373	1
20 01415214-RECIP-NH-INDIC					
	X	104	374	374	1
20 01415214-RECIP-COVERAGE-GRP					
	XXX	105	375	377	3
20 01415214-RECIP-COVERAGE-TP					
	X	106	378	378	1
20 01415214-BENEFITS-ASSIGN-IND					
	X	107	379	379	1
20 01415214-CLAIM-SUBMISSION-REA					
	XX	108	380	381	2
15 01415293-CLAIM-CREDIT-DATA					
	GROUP	109	382	418	37
20 01415214-ADJUSTMENT-REASON					
	XX	110	382	383	2
20 01415214-CLAIM-CREDIT-IND					
	X	111	384	384	1
20 01415234-ICN-OF-CREDIT	GROUP	112	385	401	17
25 01415234-CLM-INPUT-MEDIUM-IND2					
	9	113	385	385	1
25 01415234-BATCH-DATE2	9 (5)	114	386	390	5
25 01415234-MACH-REEL-FILL2					
	99	115	391	392	2
25 01415234-BATCH-NUMBER2					
	999	116	393	395	3
25 01415234-DOCUMENT-NUMBER2					
	9 (4)	117	396	399	4
25 01415234-LINE-NUMBER2					
	99	118	400	401	2
20 01415234-ICN-TO-CREDIT	GROUP	119	402	418	17

**Maximization of Third Party Liability Recoveries for the State  
of Maryland**  
**Solicitation #: 20-18315**

**RFP Document**

25	01415234-CLM-INPUT-MEDIUM-IND3	9	120	402	402	1
25	01415234-BATCH-DATE3	9 (5)	121	403	407	5
25	01415234-MACH-REEL-FILL3					
		99	122	408	409	2
25	01415234-BATCH-NUMBER3					
		999	123	410	412	3
25	01415234-DOCUMENT-NUMBER3					
		9 (4)	124	413	416	4
25	01415234-LINE-NUMBER3					
		99	125	417	418	2
15	01415294-MARS-CODES	GROUP	126	419	436	18
20	01415215-MARS-AID-CAT	GROUP	127	419	421	3
25	01415225-MARS-MAINT-ASST-STAT					
		X	128	419	419	1
25	01415225-MARS-ELIG-BASIS					
		XX	129	420	421	2
20	01415225-MARS-CLM-IND	S9	130	422	422	1
20	01415215-SPLIT-CLAIM-IND					
		X	131	423	423	1
20	01415215-FFP-FUND-CD	X	132	424	424	1
20	01415215-FED-CAT-SVC	XX	133	425	426	2
20	01415215-MARS-CAT-OF-SVC					
		XX	134	427	428	2
20	01415215-FED-MAINT-ASST-CD					
		X	135	429	429	1
20	01415215-FED-AID-CAT	X	136	430	430	1
20	01415265-PD-UNIT-SVC	S9 (7) V999	137	431	436	6
15	01415293-CLM-HEADER-MISC-DATA					
		GROUP	138	437	522	86
20	01415294-CLM-HEADER-MISC-DATA					
		GROUP	139	437	522	86
25	01415295-CLM-HEADER-MISC-DATA					
		GROUP	140	437	507	71
30	01415236-REMITTANCE-ADVICE-NO					
		9 (6)	141	437	440	4
30	01415236-CHECK-VOUCH-NUM					
		9 (7)	142	441	444	4
30	01415236-USER-IDENTIFICATION					
		999	143	445	446	2
30	01415236-PRE-AUTH-NUM					
		X (8)	144	447	454	8
30	01415236-NUMBER-OF-CYCLES					
		S999	145	455	456	2
30	01415216-TRAUMA-REL-IND					
		X	146	457	457	1
30	01415236-ATTACHMENT-IND					
		X	147	458	458	1
30	01415296-APPROPRIATION-CODE					
		GROUP	148	459	467	9
35	01415217-PROG-PROJ-CODE					
		X (4)	149	459	462	4
35	01415217-DHMH-FUND-CD					
		X	150	463	463	1
35	01415237-EXPEND-FISC-YEAR					
		99	151	464	465	2
35	01415217-PROV-ENROL-STAT-CD					
		XX	152	466	467	2
30	01415216-OVERRIDE-LOC-CODE					
		XX	153	468	469	2
30	01415296-OVERRIDE-EXCEP-DATA					
		GROUP	154	470	473	4

**Maximization of Third Party Liability Recoveries for the State  
of Maryland**  
**Solicitation #: 20-18315**

**RFP Document**

35	01415237-OVERRIDE-EXCEP-CODE				
	999	155	470	471	2
35	01415237-OVERRIDE-EXCEP-USER				
	999	156	472	473	2
30	01415296-EOB-CODE	157	474	477	4
	35 01415237-EOB-CODE (1) OCCURS 2 TIMES				
	999	158	474	475	2
30	01415296-CURR-LOCATION-DATA				
	GROUP	159	478	482	5
35	01415217-CLAIM-LOCATION-CODE				
	XX	160	478	479	2
35	01415237-DATE-ENTERED-LOC				
	S9 (5)	161	480	482	3
30	01415296-PREV-LOCATION-DATA				
	GROUP	162	483	487	5
35	01415297-PREV-LOCATION-DATA				
	GROUP	163	483	487	5
40	01415218-CLAIM-LOCATION-CODE-2				
	XX	164	483	484	2
40	01415238-DATE-ENTERED-LOC-2				
	S9 (5)	165	485	487	3
30	01415236-PAT-ACCT-NO				
	X (20)	166	488	507	20
25	01415292-MISC-PROVIDERS				
	GROUP	167	508	522	15
30	01415214-MISC-PROV-IND				
	X	168	508	508	1
30	01415234-MISC-PROV-NUMBER				
	9 (9)	169	509	513	5
30	01415234-MISC-PROV-FILLER				
	X (9)	170	514	522	9
25	01415292-MISC-PROVIDER1 REDEFINES 01415292-MISC-PROVIDERS				
25	01415292-MISC-PROVIDER1				
	X (15)	171	508	522	15
15	01415293-SPECIAL-INDICATOR				
	GROUP	172	523	526	4
20	01415214-SPECIAL-INDICATOR (1) OCCURS 4 TIMES				
	X	173	523	523	1
10	01415292-CLM-HEADER-VARIABLE				
	GROUP	174	527	1244	718
15	01415213-CONSENT-IND				
	X	175	527	527	1
15	01415213-EPSDT-IND				
	X	176	528	528	1
15	01415234-OTHER-INSURANCE-IND				
	X	177	529	529	1
15	01415234-TPL-OVERRIDE				
	X	178	530	530	1
15	01415293-DIAGNOSIS-DATA				
	GROUP	179	531	618	88
20	01415214-DIAG-STERL-IND				
	X	180	531	531	1
20	01415214-DIAG-ABORT-IND				
	X	181	532	532	1
20	01415214-DIAG-FAM-PLAN-IND				
	X	182	533	533	1
20	01415296-ICD9-ICD10-IND				
	X	183	534	534	1
20	01415294-DIAG-CODE-ICD-9-10				
	GROUP	184	535	618	84
25	01415295-DIAG-CODE-ICD-9-10 (1) OCCURS 12 TIMES				
	GROUP	185	535	541	7
30	01415216-DIAG-CODE-ICD-9-10 (1)				
	X (7)	186	535	541	7
15	01415213-CLM-PRIOR-AUTH-IND				
	X	187	619	619	1



**Maximization of Third Party Liability Recoveries for the State  
of Maryland**  
**Solicitation #: 20-18315**

**RFP Document**

15	01415293-ATTENDING-PHYSICIAN					
		GROUP	188	620	628	9
20	01415224-ATTEND-PHYS-BASE-NUM					
		9 (7)	189	620	626	7
20	01415224-ATTEND-PHYS-LOC					
		99	190	627	628	2
15	01415293-PERFORM-PROV-NUMBER					
		GROUP	191	629	637	9
20	01415224-PERFRM-PROV-BASE-NUM					
		9 (7)	192	629	635	7
20	01415224-PERFRM-PROV-LOC					
		99	193	636	637	2
15	01415243-ALLOWED-CHARGE	S9 (7) V99	194	638	642	5
15	01415213-ALLOWED-CHRG-SOURCE					
		X	195	643	643	1
15	01415233-PROV-CHARGE-FACTOR					
		S9 (7) V99	196	644	648	5
15	01415213-RSN-FOR-ABORT	X	197	649	649	1
15	01415213-MEDICAL-RCD-NUM	X (30)	198	650	679	30
15	01415293-FINANCIAL-CLASS	GROUP	199	680	682	3
20	01415214-PRIMARY-PAYOR-CODE					
		X	200	680	680	1
20	01415214-SECONDARY-PAYOR-CODE					
		X	201	681	681	1
20	01415214-TERTIARY-PAYOR-CODE					
		X	202	682	682	1
15	01415293-TYPE-BILL	GROUP	203	683	685	3
20	01415224-TYPE-OF-FACILITY					
		9	204	683	683	1
20	01415224-BILL-CLASS	9	205	684	684	1
20	01415214-FREQUENCY	X	206	685	685	1
15	01415223-PATIENT-STATUS	99	207	686	687	2
15	01415223-SPECIAL-PROGRAM-IND					
		99	208	688	689	2
15	01415233-COVERED-DAYS	S999	209	690	691	2
15	01415213-NON-COV-DAYS	S999	210	692	693	2
15	01415213-ADMIN-DAYS	S999	211	694	695	2
15	01415213-DIAG-REL-GRP	S999	212	696	697	2
15	01415213-MCARE-PROV-NUMBER					
		X (17)	213	698	714	17
15	01415293-HOSPITAL-MCARE-DATA					
		GROUP	214	715	734	20
20	01415234-MCARE-DEDUCTIBLE-AMT					
		S9 (5) V99	215	715	718	4
20	01415234-MCARE-COINS-AMT					
		S9 (5) V99	216	719	722	4
20	01415234-MCARE-BLOOD-DED-AMT					
		S9 (5) V99	217	723	726	4
20	01415234-DATE-PAID-BY-MCARE					
		S9 (5)	218	727	729	3
20	01415234-LIFETIME-RESERVE					
		S99	219	730	731	2
20	01415234-MCARE-COINS-DAYS					
		S99	220	732	733	2
20	01415234-PROV-MED-SRC-IND					
		X	221	734	734	1
15	01415293-BLOOD-DATA	GROUP	222	735	740	6
20	01415234-BLOOD-FURNISHED					
		S999	223	735	736	2
20	01415234-BLOOD-REPLACED					
		S999	224	737	738	2
20	01415234-BLOOD-NOT-REPLACED					

**Maximization of Third Party Liability Recoveries for the State  
of Maryland**  
**Solicitation #: 20-18315**

**RFP Document**

15	O1415293-ADMISSION-DATA	S999	225	739	740	2
	20 O1415234-ADMISSION-DATE	GROUP	226	741	747	7
	20 O1415224-ADMISSION-HOUR	S9(5)	227	741	743	3
	20 O1415224-ADMIT-SOURCE	99	228	744	745	2
	20 O1415224-ADMIT-TYPE	9	229	746	746	1
	20 O1415224-ADMIT-TYPE	9	230	747	747	1
15	O1415293-NURSING-HOME-DATA					
	20 O1415234-DHMH-1321-INDICATOR	GROUP	231	748	761	14
	20 O1415234-DHMH-1321-DAYS	X	232	748	748	1
	20 O1415234-DHMH-1295-INDICATOR	S99	233	749	750	2
	20 O1415234-DHMH-1295-DAYS	X	234	751	751	1
	20 O1415214-DHMH-2129-INDICATOR	S99	235	752	753	2
	20 O1415214-DHMH-2129-DAYS	X	236	754	754	1
	20 O1415214-PAT-STAT-LTC	S99	237	755	756	2
	20 O1415234-NH-DISCHARGE-DATE	9	238	757	757	1
	20 O1415234-PAT-ASSESSED-IND	S9(5)	239	758	760	3
	20 O1415234-PAT-ASSESSED-IND	X	240	761	761	1
15	O1415293-PROCEDURE-DATA	GROUP	241	762	977	216
	20 O1415294-PROCEDURE-DATA					
	25 O1415295-PROCEDURE-DATA(1) OCCURS 12 TIMES	GROUP	242	762	977	216
	30 O1415216-PROC-CODE-ICD-9-10(1)	GROUP	243	762	779	18
	30 O1415216-PROC-CODE-MODIFIER(1)	X(7)	244	762	768	7
	30 O1415216-PROC-CODE-MODIFIER(1)	XX	245	769	770	2
	30 O1415216-PROC-CODE-MODIFIER-2(1)	XX	246	771	772	2
	30 O1415216-PROC-CODE-MODIFIER-3(1)	XX	247	773	774	2
	30 O1415216-PROC-CODE-MODIFIER-4(1)	XX	248	775	776	2
	30 O1415236-DATE-OF-SURGERY(1)	S9(5)	249	777	779	3
15	O1415293-OCCURRENCE-DATA	GROUP	250	978	1037	60
	20 O1415294-OCCURRENCE-DATA(1) OCCURS 12 TIMES	GROUP	251	978	982	5
	25 O1415225-OCCURRENCE-CODE(1)	99	252	978	979	2
	25 O1415235-OCCURRENCE-DATE(1)	S9(5)	253	980	982	3
15	O1415293-OCCUR-SPAN-DATA	GROUP	254	1038	1133	96
	20 O1415294-OCCUR-SPAN-DATA(1) OCCURS 12 TIMES	GROUP	255	1038	1045	8
	25 O1415225-OCCUR-SPAN(1)	XX	256	1038	1039	2
	25 O1415235-OCCUR-FROM-DATE(1)	S9(5)	257	1040	1042	3
	25 O1415235-OCCUR-TO-DATE(1)	S9(5)	258	1043	1045	3
15	O1415293-CONDITION-DATA	GROUP	259	1134	1157	24
	20 O1415294-CONDITION-DATA(1) OCCURS 12 TIMES					

**Maximization of Third Party Liability Recoveries for the State  
of Maryland**  
**Solicitation #: 20-18315**

**RFP Document**

		GROUP	260	1134	1135	2	
	25	01415225-CONDITION-CODE (1)					
		XX	261	1134	1135	2	
15	01415293-VALUE-DATA	GROUP	262	1158	1229	72	
	20	01415294-VALUE-DATA (1) OCCURS 12 TIMES					
		GROUP	263	1158	1163	6	
	25	01415225-VALUE-CODE (1)					
		XX	264	1158	1159	2	
	25	01415235-VALUE-DOLLAR-AMOUNT (1)					
		S9 (5) V99	265	1160	1163	4	
15	01415293-EST-RESPONSIBILITY						
		GROUP	266	1230	1244	15	
	20	01415294-EST-RESPONSIBILITY (1) OCCURS 3 TIMES					
		GROUP	267	1230	1234	5	
	25	01415235-EST-RESPONSIBILITY (1)					
		S9 (7) V99	268	1230	1234	5	
10	01415292-CURRENT-EXCEPTION	GROUP	269	1245	1419	175	
	15	01415293-CURRENT-EXCEPTION					
		GROUP	270	1245	1419	175	
	20	01415294-CURRENT-EXCEPTION (1)					
		OCCURS 1 TO 25 TIMES DEPENDING ON 01415234-NUM-OF-CURR-EXCEP					
		GROUP	271	1245	1251	7	
	25	01415235-EXCEPTION-CODE (1)					
		999	272	1245	1246	2	
	25	01415215-LINE-ITEM-CODE (1)					
		XX	273	1247	1248	2	
	25	01415215-LINE-ITEM-CODE1 REDEFINES 01415215-LINE-ITEM-CODE					
	25	01415215-LINE-ITEM-CODE1 (1)					
		S999	274	1247	1248	2	
	25	01415215-EXCEPTION-STATUS (1)					
		X	275	1249	1249	1	
	25	01415235-USER-IDENTIFICATION (1)					
		999	276	1250	1251	2	
10	01415292-COMMITTED-EXCEPTION						
		GROUP	277	1420	1519	100	
	15	01415293-COMMITTED-EXCEPTION					
		GROUP	278	1420	1519	100	
	20	01415294-COMMITTED-EXCEPTION (1)					
		OCCURS 1 TO 25 TIMES DEPENDING ON 01415234-NUM-OF-COMM-EXCEP					
		GROUP	279	1420	1423	4	
	25	01415235-EXCEPTION-CODE (1)					
		999	280	1420	1421	2	
	25	01415215-LINE-ITEM-CODE (1)					
		XX	281	1422	1423	2	
	25	01415215-LINE-ITEM-CODE1 REDEFINES 01415215-LINE-ITEM-CODE					
	25	01415215-LINE-ITEM-CODE1 (1)					
		S999	282	1422	1423	2	
10	01415292-RECIP-TPL-DTL-DATA						
		GROUP	283	1520	1627	108	
	15	01415293-RECIP-TPL-DTL-DATA (1)					
		OCCURS 1 TO 3 TIMES DEPENDING ON 01415234-NUM-OF-TPL-SEGMENTS					
		GROUP	284	1520	1555	36	
	20	01415214-CARRIER-CODE (1)					
		X (6)	285	1520	1525	6	
	20	01415214-POLICY-NUMBER (1)					
		X (15)	286	1526	1540	15	
	20	01415214-TPL-GROUP-NUMBER (1)					
		X (15)	287	1541	1555	15	
10	01415292-RELATED-HISTORY	GROUP	288	1628	2277	650	
	15	01415293-RELATED-HISTORY	GROUP	289	1628	2277	650
	20	01415294-RELATED-HISTORY					
		GROUP	290	1628	2277	650	

25	O1415295-RELATED-HISTORY(1)					
	OCCURS 1 TO 25 TIMES	DEPENDING ON	O1415234-NUM-OF-RELATED-HIST			
		GROUP	291	1628	1653	26
30	O1415296-LINE-ITEM-CODE(1)					
		GROUP	292	1628	1631	4
35	O1415246-LINE-ITEM-CODE(1)					
		XX	293	1628	1629	2
35	O1415246-LINE-ITEM-CODE1	REDEFINES	O1415246-LINE-ITEM-CODE			
35	O1415246-LINE-ITEM-CODE1(1)					
		S999	294	1628	1629	2
35	O1415246-LINE-ITEM-CODE-2(1)					
		XX	295	1630	1631	2
35	O1415246-LINE-ITEM-CODE3	REDEFINES	O1415246-LINE-ITEM-CODE-2			
35	O1415246-LINE-ITEM-CODE3(1)					
		S999	296	1630	1631	2
30	O1415236-INVOICE-CONTROL-NUM(1)					
		GROUP	297	1632	1648	17
35	O1415236-CLM-INPUT-MEDIUM-IND4(1)					
		9	298	1632	1632	1
35	O1415236-BATCH-DATE4(1)					
		9(5)	299	1633	1637	5
35	O1415236-MACH-REEL-FILL4(1)					
		99	300	1638	1639	2
35	O1415236-BATCH-NUMBER4(1)					
		999	301	1640	1642	3
35	O1415236-DOCUMENT-NUMBER4(1)					
		9(4)	302	1643	1646	4
35	O1415236-LINE-NUMBER4(1)					
		99	303	1647	1648	2
30	O1415236-EXCEPTION-CODE(1)					
		999	304	1649	1650	2
30	O1415236-DATE-PAID(1)					
		S9(5)	305	1651	1653	3
10	O1415292-CLM-DETAIL	GROUP	306	2278	5927	3650
15	O1415293-LINE-ITEM(1)					
	OCCURS 1 TO 50 TIMES	DEPENDING ON	O1415234-NUM-OF-LINE-ITEMS			
		GROUP	307	2278	2350	73
20	O1415214-LINE-ITEM-CODE(1)					
		XX	308	2278	2279	2
20	O1415214-LINE-ITEM-CODE1	REDEFINES	O1415214-LINE-ITEM-CODE			
20	O1415214-LINE-ITEM-CODE1(1)					
		S999	309	2278	2279	2
20	O1415214-LINE-COUNTER(1)					
		999	310	2280	2282	3
20	O1415214-LI-FIRST-DATE-OF-SVC(1)					
		S9(5)	311	2283	2285	3
20	O1415214-PROC-CODE(1)	X(5)	312	2286	2290	5
20	O1415214-PROC-CODE-MODIFIER(1)					
		XX	313	2291	2292	2
20	O1415214-PROC-CODE-MODIFIER-2(1)					
		XX	314	2293	2294	2
20	O1415214-PROC-CODE-MODIFIER-3(1)					
		XX	315	2295	2296	2
20	O1415214-PROC-CODE-MODIFIER-4(1)					
		XX	316	2297	2298	2
20	O1415294-PROC-MOD-EXT(1)					
		GROUP	317	2299	2306	8
25	O1415235-PROC-MOD-EXT-1(1)					
		XX	318	2299	2300	2
25	O1415235-PROC-MOD-EXT-2(1)					
		XX	319	2301	2302	2
25	O1415235-PROC-MOD-EXT-3(1)					

**Maximization of Third Party Liability Recoveries for the State  
of Maryland**  
**Solicitation #: 20-18315**

**RFP Document**

	XX	320	2303	2304	2
25 01415235-PROC-MOD-EXT-4 (1)					
	XX	321	2305	2306	2
20 01415296-PROC-MOD-EXT REDEFINES 01415294-PROC-MOD-EXT					
20 01415296-PROC-MOD-EXT (1)					
	GROUP	322	2299	2306	8
25 01415296-ALT-PROC-CODE (1)					
	X (5)	323	2299	2303	5
25 01415296-ALT-PROC-REC-NUM (1)					
	S9 (5)	324	2304	2306	3
20 01415294-PROC-MOD-PRICE (1)					
	GROUP	325	2307	2314	8
25 01415235-PROC-MOD-PRICE-1 (1)					
	XX	326	2307	2308	2
25 01415235-PROC-MOD-PRICE-2 (1)					
	XX	327	2309	2310	2
25 01415235-PROC-MOD-PRICE-3 (1)					
	XX	328	2311	2312	2
25 01415235-PROC-MOD-PRICE-4 (1)					
	XX	329	2313	2314	2
20 01415294-REVENUE-CODE1 (1)					
	GROUP	330	2315	2318	4
25 01415214-REVENUE-CODE2 (1)					
	X	331	2315	2315	1
25 01415214-REVENUE-CODE (1)					
	XXX	332	2316	2318	3
20 01415214-MCARE-COVERAGE-IND (1)					
	X	333	2319	2319	1
20 01415234-UNITS-OF-SERVICE (1)					
	S9 (5)	334	2320	2322	3
20 01415234-LI-SUBMITTED-CHARGE (1)					
	S9 (7) V99	335	2323	2327	5
20 01415234-ALLOWED-CHARGE (1)					
	S9 (7) V99	336	2328	2332	5
20 01415214-ALLOWED-CHRG-SOURCE (1)					
	X	337	2333	2333	1
20 01415214-NON-COVERED-CHARGE (1)					
	S9 (7) V99	338	2334	2338	5
20 01415294-LI-BONUS-AMOUNT (1)					
	GROUP	339	2339	2342	4
25 01415235-LI-BONUS-AMOUNT (1)					
	S9 (5) V99	340	2339	2342	4
20 01415294-OVERRIDE-EXCEP-DATA (1)					
	GROUP	341	2343	2346	4
25 01415235-OVERRIDE-EXCEP-CODE (1)					
	999	342	2343	2344	2
25 01415235-OVERRIDE-EXCEP-USER (1)					
	999	343	2345	2346	2
20 01415294-EOB-CODE (1)					
	GROUP	344	2347	2350	4
25 01415295-EOB-CODE (1,1) OCCURS 2 TIMES					
	GROUP	345	2347	2348	2
30 01415236-EOB-CODE (1,1)					
	999	346	2347	2348	2
10 01415292-SENDER-ID	X (15)	347	5928	5942	15
> > > > > START OF LAYOUT NUMBER 3 < < < < <					
01415400-PHARMACY-CLAIM			1	1694	1694
10 01415492-CLM-HEADER-COMMON	GROUP	1	1	526	526
15 01415413-RECORD-CODE	XX	2	1	2	2
15 01415413-SORT-KEY	X (30)	3	3	32	30
15 01415413-RECORD-SEQ	99	4	33	34	2

**Maximization of Third Party Liability Recoveries for the State  
of Maryland**  
**Solicitation #: 20-18315**

**RFP Document**

15	01415413-TOT-OF-LINE-ITEMS	999	5	35	37	3
15	01415493-OCCURRENCE-COUNTERS	GROUP	6	38	47	10
20	01415434-NUM-OF-LINE-ITEMS	S999	7	38	39	2
20	01415434-NUM-OF-CURR-EXCEP	S999	8	40	41	2
20	01415434-NUM-OF-COMM-EXCEP	S999	9	42	43	2
20	01415434-NUM-OF-TPL-SEGMENTS	S999	10	44	45	2
20	01415434-NUM-OF-RELATED-HIST	S999	11	46	47	2
15	01415413-TRANSLATOR-CONTROL-NM	X (12)	12	48	59	12
15	01415413-TRANSLATOR-VERSION	X (12)	13	60	71	12
15	01415413-TRANS-BEHAVIOR-CODE	X	14	72	72	1
15	01415493-INVOICE-CONTROL-NUM	GROUP	15	73	89	17
20	01415424-CLM-INPUT-MEDIUM-IND	9	16	73	73	1
20	01415424-BATCH-DATE	9 (5)	17	74	78	5
20	01415424-MACH-REEL-FILL	99	18	79	80	2
20	01415424-BATCH-NUMBER	999	19	81	83	3
20	01415424-DOCUMENT-NUMBER	9 (4)	20	84	87	4
20	01415424-LINE-NUMBER	99	21	88	89	2
15	01415413-ACCOUNTING-CODE	X	22	90	90	1
15	01415413-CLAIM-STATUS	X	23	91	91	1
15	01415413-CLM-TYP	X	24	92	92	1
15	01415413-TEST-PROD-IND	X	25	93	93	1
15	01415493-CLAIM-DATES	GROUP	26	94	129	36
20	01415434-FIRST-DATE-OF-SVC	S9 (5)	27	94	96	3
20	01415434-LAST-DATE-OF-SVC	S9 (5)	28	97	99	3
20	01415434-DATE-BILLED	S9 (5)	29	100	102	3
20	01415434-ENTRY-DATE	S9 (5)	30	103	105	3
20	01415434-SUSPENSE-DATE	S9 (5)	31	106	108	3
20	01415434-LAST-CYCLE-DATE	S9 (5)	32	109	111	3
20	01415434-DATE-OF-ADJUDICATION	S9 (5)	33	112	114	3
20	01415434-REMIT-PROCESS-DATE	S9 (5)	34	115	117	3
20	01415434-DATE-PAID	S9 (5)	35	118	120	3
20	01415434-CHECK-DATE	S9 (5)	36	121	123	3
20	01415434-ORIG-PAYMENT-DATE	S9 (5)	37	124	126	3
20	01415434-DATE-TO-HIST	S9 (5)	38	127	129	3
15	01415493-CLAIM-PAYMENT-DATA	GROUP	39	130	169	40
20	01415434-TOTAL-CLAIM-CHARGE	S9 (7) V99	40	130	134	5
20	01415434-CLM-RECIP-PMT-AMT	S9 (7) V99	41	135	139	5
20	01415434-THIRD-PARTY-PMT-AMT	S9 (7) V99	42	140	144	5

**Maximization of Third Party Liability Recoveries for the State  
of Maryland**  
**Solicitation #: 20-18315**

**RFP Document**

20	01415434-AMT-PAID-BY-MCARE					
		S9 (7) V99	43	145	149	5
20	01415434-NET-CLAIM-CHARGE					
		S9 (7) V99	44	150	154	5
20	01415434-REIMBURSEMENT-AMOUNT					
		S9 (7) V99	45	155	159	5
20	01415434-FED-FIN-PART					
		S9 (7) V99	46	160	164	5
20	01415434-SPENDDOWN-AMOUNT					
		S9 (7) V99	47	165	169	5
15	01415493-CLAIM-PROV-DATA	GROUP	48	170	213	44
20	01415494-PROV-NUMBER	GROUP	49	170	178	9
25	01415425-PROV-BASE-NUMBER					
		9 (7)	50	170	176	7
25	01415425-PROV-LOCATION					
		99	51	177	178	2
20	01415414-PROV-CAT-OF-SVC-CODE					
		XX	52	179	180	2
20	01415414-PROV-SPEC-CODE					
		999	53	181	182	2
20	01415414-PROV-TYPE	XX	54	183	184	2
20	01415414-PROV-TAXONOMY	X (10)	55	185	194	10
20	01415414-PROV-COUNTY-CODE					
		99	56	195	196	2
20	01415434-PROV-ZIP-CODE	9 (9)	57	197	201	5
20	01415494-PAY-TO-PROV-DATA					
		GROUP	58	202	212	11
25	01415495-PAY-TO-PROV-NUM					
		GROUP	59	202	210	9
30	01415426-PAY-TO-PROV-BASE-NUM					
		9 (7)	60	202	208	7
30	01415426-PAY-TO-PROV-LOC					
		99	61	209	210	2
25	01415415-PAY-TO-PROV-TYPE					
		XX	62	211	212	2
20	01415414-PROV-PAYMENT-METHOD					
		X	63	213	213	1
15	01415493-CLAIM-RECIP-DATA					
		GROUP	64	214	381	168
20	01415494-RECIP-IDENT-NUMBER					
		GROUP	65	214	224	11
25	01415425-RECIP-IDENT-NUMBER					
		9 (11)	66	214	224	11
20	01415494-ORIGINAL-RECIP-ID					
		GROUP	67	225	235	11
25	01415425-ORIGINAL-RECIP-ID					
		9 (11)	68	225	235	11
20	01415494-PROV-MC-DATA	GROUP	69	236	247	12
25	01415425-PROV-MC-PRG	XXX	70	236	238	3
25	01415425-SPEC-PGM-PROV					
		9 (9)	71	239	247	9
25	01415495-SPEC-PGM-PROV REDEFINES 01415425-SPEC-PGM-PROV					
25	01415495-SPEC-PGM-PROV					
		GROUP	72	239	247	9
30	01415426-SPEC-PROV-BASE-NUM					
		9 (7)	73	239	245	7
30	01415426-SPEC-PROV-LOCATION					
		99	74	246	247	2
20	01415494-PROV-MC-DATA-2					
		GROUP	75	248	259	12
25	01415425-PROV-MC-PRG-2					
		XXX	76	248	250	3
25	01415425-SPEC-PGM-PROV-2					

**Maximization of Third Party Liability Recoveries for the State  
of Maryland**  
**Solicitation #: 20-18315**

**RFP Document**

	9 (9)	77	251	259	9
25 01415495-SPEC-PGM-PROV-2	REDEFINES 01415425-SPEC-PGM-PROV-2				
25 01415495-SPEC-PGM-PROV-2					
	GROUP	78	251	259	9
30 01415426-SPEC-PROV-BASE-NUM-2					
	9 (7)	79	251	257	7
30 01415426-SPEC-PROV-LOCATION-2					
	99	80	258	259	2
20 01415494-PROV-MC-DATA-3					
	GROUP	81	260	271	12
25 01415425-PROV-MC-PRG-3					
	XXX	82	260	262	3
25 01415425-SPEC-PGM-PROV-3					
	9 (9)	83	263	271	9
25 01415495-SPEC-PGM-PROV-3	REDEFINES 01415425-SPEC-PGM-PROV-3				
25 01415495-SPEC-PGM-PROV-3					
	GROUP	84	263	271	9
30 01415426-SPEC-PROV-BASE-NUM-3					
	9 (7)	85	263	269	7
30 01415426-SPEC-PROV-LOCATION-3					
	99	86	270	271	2
20 01415414-RECIP-COUNTY	XX	87	272	273	2
20 01415414-RECIP-ZIP-CODE					
	X (5)	88	274	278	5
20 01415494-RECIP-NAME	GROUP	89	279	321	43
25 01415415-RECIP-LAST-NAME					
	X (25)	90	279	303	25
25 01415415-RECIP-FIRST-NAME					
	X (15)	91	304	318	15
25 01415415-RECIP-MIDDLE-INIT					
	X	92	319	319	1
25 01415415-NAME-CODE	XX	93	320	321	2
20 01415494-SUBMIT-RECIP-NAME					
	GROUP	94	322	364	43
25 01415415-SUBMIT-LAST-NAME					
	X (25)	95	322	346	25
25 01415415-SUBMIT-FIRST-NAME					
	X (15)	96	347	361	15
25 01415415-SUBMIT-MIDDLE-INIT					
	X	97	362	362	1
25 01415415-SUBMIT-NAME-CODE					
	XX	98	363	364	2
20 01415434-RECIP-DATE-OF-BIRTH					
	S9 (7)	99	365	368	4
20 01415434-RECIP-AGE	S999	100	369	370	2
20 01415414-RECIP-SEX-CODE					
	X	101	371	371	1
20 01415414-RECIP-RACE-CODE					
	X	102	372	372	1
20 01415414-RECIP-MCARE-IND					
	X	103	373	373	1
20 01415414-RECIP-NH-INDIC					
	X	104	374	374	1
20 01415414-RECIP-COVERAGE-GRP					
	XXX	105	375	377	3
20 01415414-RECIP-COVERAGE-TP					
	X	106	378	378	1
20 01415414-BENEFIT-ASSIGN-IND					
	X	107	379	379	1
20 01415414-CLAIM-SUBMISSION-REA					
	XX	108	380	381	2
15 01415493-CLAIM-CREDIT-DATA					



**Maximization of Third Party Liability Recoveries for the State  
of Maryland**  
**Solicitation #: 20-18315**

**RFP Document**

	GROUP	109	382	418	37
20 01415414-ADJUSTMENT-REASON	XX	110	382	383	2
20 01415414-CLAIM-CREDIT-IND	X	111	384	384	1
20 01415434-ICN-OF-CREDIT	GROUP	112	385	401	17
25 01415434-CLM-INPUT-MEDIUM-IND2	9	113	385	385	1
25 01415434-BATCH-DATE2	9 (5)	114	386	390	5
25 01415434-MACH-REEL-FILL2	99	115	391	392	2
25 01415434-BATCH-NUMBER2	999	116	393	395	3
25 01415434-DOCUMENT-NUMBER2	9 (4)	117	396	399	4
25 01415434-LINE-NUMBER2	99	118	400	401	2
20 01415434-ICN-TO-CREDIT	GROUP	119	402	418	17
25 01415434-CLM-INPUT-MEDIUM-IND3	9	120	402	402	1
25 01415434-BATCH-DATE3	9 (5)	121	403	407	5
25 01415434-MACH-REEL-FILL3	99	122	408	409	2
25 01415434-BATCH-NUMBER3	999	123	410	412	3
25 01415434-DOCUMENT-NUMBER3	9 (4)	124	413	416	4
25 01415434-LINE-NUMBER3	99	125	417	418	2
15 01415494-MARS-CODES	GROUP	126	419	436	18
20 01415415-MARS-AID-CAT	GROUP	127	419	421	3
25 01415425-MARS-MAINT-ASST-STAT	X	128	419	419	1
25 01415425-MARS-ELIG-BASIS	XX	129	420	421	2
20 01415425-MARS-CLM-IND	S9	130	422	422	1
20 01415415-SPLIT-CLAIM-IND	X	131	423	423	1
20 01415415-FFP-FUND-CD	X	132	424	424	1
20 01415415-FED-CAT-SVC	XX	133	425	426	2
20 01415415-MARS-CAT-OF-SVC	XX	134	427	428	2
20 01415415-FED-MAINT-ASST-CD	X	135	429	429	1
20 01415415-FED-AID-CAT	X	136	430	430	1
20 01415465-PD-UNIT-SVC	S9 (7) V999	137	431	436	6
15 01415493-CLM-HEADER-MISC-DATA	GROUP	138	437	522	86
20 01415494-CLM-HEADER-MISC-DATA	GROUP	139	437	522	86
25 01415495-CLM-HEADER-MISC-DATA	GROUP	140	437	507	71
30 01415436-REMITTANCE-ADVICE-NO	9 (6)	141	437	440	4
30 01415436-CHECK-VOUCH-NUM	9 (7)	142	441	444	4
30 01415436-USER-IDENTIFICATION	999	143	445	446	2
30 01415436-PRE-AUTH-NUM	X (8)	144	447	454	8
30 01415436-NUMBER-OF-CYCLES	S999	145	455	456	2

**Maximization of Third Party Liability Recoveries for the State  
of Maryland**  
**Solicitation #: 20-18315**

**RFP Document**

30	O1415416-TRAUMA-REL-IND					
		X	146	457	457	1
30	O1415416-ATTACHMENT-IND					
		X	147	458	458	1
30	O1415496-APPROPRIATION-CODE					
		GROUP	148	459	467	9
35	O1415417-PROG-PROJ-CODE					
		X (4)	149	459	462	4
35	O1415417-DHMH-FUND-CD					
		X	150	463	463	1
35	O1415437-EXPEND-FISC-YEAR					
		99	151	464	465	2
35	O1415417-PROV-ENROL-STAT-CD					
		XX	152	466	467	2
30	O1415416-OVERRIDE-LOC-CODE					
		XX	153	468	469	2
30	O1415496-OVERRIDE-EXCEP-DATA					
		GROUP	154	470	473	4
35	O1415437-OVERRIDE-EXCEP-CODE					
		999	155	470	471	2
35	O1415437-OVERRIDE-EXCEP-USER					
		999	156	472	473	2
30	O1415496-EOB-CODE					
		GROUP	157	474	477	4
35	O1415437-EOB-CODE (1) OCCURS 2 TIMES					
		999	158	474	475	2
30	O1415496-CURR-LOCATION-DATA					
		GROUP	159	478	482	5
35	O1415417-CLAIM-LOCATION-CODE					
		XX	160	478	479	2
35	O1415437-DATE-ENTERED-LOC					
		S9 (5)	161	480	482	3
30	O1415496-PREV-LOCATION-DATA					
		GROUP	162	483	487	5
35	O1415497-PREV-LOCATION-DATA					
		GROUP	163	483	487	5
40	O1415418-CLAIM-LOCATION-CODE-2					
		XX	164	483	484	2
40	O1415438-DATE-ENTERED-LOC-2					
		S9 (5)	165	485	487	3
30	O1415496-PRESCRIPTION-NUMBER					
		GROUP	166	488	507	20
35	O1415417-PRESCRIPTION-NUMBER					
		X (12)	167	488	499	12
35	O1415497-REFILL-NUMBER-1					
		GROUP	168	500	501	2
40	O1415417-REFILL-NUMBER					
		X	169	500	500	1
40	O1415417-REFILL-NUMBER2					
		X	170	501	501	1
35	FILLER					
		X (6)	171	502	507	6
25	O1415492-MISC-PROVIDERS					
		GROUP	172	508	522	15
30	O1415414-MISC-PROV-IND					
		X	173	508	508	1
30	O1415434-MISC-PROV-NUMBER					
		9 (9)	174	509	513	5
30	O1415434-MISC-PROV-FILLER					
		X (9)	175	514	522	9
25	O1415492-MISC-PROVIDER1	REDEFINES O1415492-MISC-PROVIDERS				
25	O1415492-MISC-PROVIDER1					
		X (15)	176	508	522	15
15	O1415493-SPECIAL-INDICATOR					

**Maximization of Third Party Liability Recoveries for the State  
of Maryland**  
**Solicitation #: 20-18315**

**RFP Document**

		GROUP	177	523	526	4
20	01415414-SPECIAL-INDICATOR(1)	OCCURS 4 TIMES				
		X	178	523	523	1
10	01415492-CLM-HEADER-VARIABLE					
		GROUP	179	527	586	60
15	01415493-DRUG-CODE	GROUP	180	527	537	11
20	01415414-DRUG-CD-DIGITS-1-5					
		X (5)	181	527	531	5
20	01415414-DRUG-CD-DIGITS-6-9					
		X (4)	182	532	535	4
20	01415414-DRUG-CD-DIGITS-10-11					
		XX	183	536	537	2
15	01415413-DRUG-GENERIC-CODE					
		X (5)	184	538	542	5
15	01415413-DRUG-THERA-CLASS					
		X (6)	185	543	548	6
15	01415413-FAMILY-PLAN-IND	X	186	549	549	1
15	01415413-DIAG-CODE-ICD-9	X (5)	187	550	554	5
15	01415493-PRESC-PHYS-PROV-NUM					
		GROUP	188	555	563	9
20	01415424-PRESC-PHYS-BASE-NUM					
		9 (7)	189	555	561	7
20	01415424-PRESC-PHYS-LOC					
		99	190	562	563	2
15	01415493-PRESC-PHYS-PROV-NUM1	REDEFINES 01415493-PRESC-PHYS-PROV-NUM				
15	01415493-PRESC-PHYS-PROV-NUM1					
		X (9)	191	555	563	9
15	01415413-REFILL-INDICATOR					
		X	192	564	564	1
15	01415433-DAYS-SUPPLIED	S999	193	565	566	2
15	01415433-DRUG-QUANTITY	S9 (7) V999	194	567	572	6
15	01415433-DRUG-DISPENSING-FEE					
		S999V99	195	573	575	3
15	01415433-DISP-AS-WRITTEN	9	196	576	576	1
15	01415433-DRUG-COMPOUND	9	197	577	577	1
15	01415433-ALLOWED-CHARGE	S9 (7) V99	198	578	582	5
15	01415413-ALLOWED-CHRG-SOURCE					
		X	199	583	583	1
15	01415413-DATE-PRESCRIBED	S9 (5)	200	584	586	3
10	01415492-CURRENT-EXCEPTION	GROUP	201	587	836	250
15	01415493-CURRENT-EXCEPTION					
		GROUP	202	587	836	250
20	01415494-CURRENT-EXCEPTION(1)					
	OCCURS 1 TO 25 TIMES	DEPENDING ON 01415434-NUM-OF-CURR-EXCEP				
		GROUP	203	587	596	10
25	01415435-EXCEPTION-CODE (1)					
		999	204	587	588	2
25	01415415-LINE-ITEM-CODE (1)					
		XX	205	589	590	2
25	01415415-LINE-ITEM-CODE1	REDEFINES 01415415-LINE-ITEM-CODE				
25	01415415-LINE-ITEM-CODE1 (1)					
		S999	206	589	590	2
25	01415415-EXCEPTION-STATUS (1)					
		X	207	591	591	1
25	01415435-USER-IDENTIFICATION (1)					
		999	208	592	593	2
25	01415435-NCPDP-REJECT-CODE (1)					
		XXX	209	594	596	3
10	01415492-COMMITTED-EXCEPTION					
		GROUP	210	837	936	100
15	01415493-COMMITTED-EXCEPTION					
		GROUP	211	837	936	100

**Maximization of Third Party Liability Recoveries for the State  
of Maryland**  
**Solicitation #: 20-18315**

**RFP Document**

20	O1415494-COMMITTED-EXCEPTION(1)					
	OCCURS 1 TO 25 TIMES DEPENDING ON O1415434-NUM-OF-COMM-EXCEP					
	GROUP	212	837	840		4
25	O1415435-EXCEPTION-CODE(1)					
	999	213	837	838		2
25	O1415415-LINE-ITEM-CODE(1)					
	XX	214	839	840		2
25	O1415415-LINE-ITEM-CODE1 REDEFINES O1415415-LINE-ITEM-CODE					
25	O1415415-LINE-ITEM-CODE1(1)					
	S999	215	839	840		2
10	O1415492-RECIP-TPL-DTL-DATA					
	GROUP	216	937	1044		108
15	O1415493-RECIP-TPL-DTL-DATA(1)					
	OCCURS 1 TO 3 TIMES DEPENDING ON O1415434-NUM-OF-TPL-SEGMENTS					
	GROUP	217	937	972		36
20	O1415414-CARRIER-CODE(1)					
	X(6)	218	937	942		6
20	O1415414-POLICY-NUMBER(1)					
	X(15)	219	943	957		15
20	O1415414-TPL-GROUP-NUMBER(1)					
	X(15)	220	958	972		15
10	O1415492-RELATED-HISTORY					
	GROUP	221	1045	1694		650
15	O1415493-RELATED-HISTORY					
	GROUP	222	1045	1694		650
20	O1415494-RELATED-HISTORY					
	GROUP	223	1045	1694		650
25	O1415495-RELATED-HISTORY(1)					
	OCCURS 1 TO 25 TIMES DEPENDING ON O1415434-NUM-OF-RELATED-HIST					
	GROUP	224	1045	1070		26
30	O1415496-LINE-ITEM-CODE(1)					
	GROUP	225	1045	1048		4
35	O1415446-LINE-ITEM-CODE(1)					
	XX	226	1045	1046		2
35	O1415446-LINE-ITEM-CODE1 REDEFINES O1415446-LINE-ITEM-CODE					
35	O1415446-LINE-ITEM-CODE1(1)					
	S999	227	1045	1046		2
35	O1415446-LINE-ITEM-CODE-2(1)					
	XX	228	1047	1048		2
35	O1415446-LINE-ITEM-CODE3 REDEFINES O1415446-LINE-ITEM-CODE-2					
35	O1415446-LINE-ITEM-CODE3(1)					
	S999	229	1047	1048		2
30	O1415436-INVOICE-CONTROL-NUM(1)					
	GROUP	230	1049	1065		17
35	O1415436-CLM-INPUT-MEDIUM-IND4(1)					
	9	231	1049	1049		1
35	O1415436-BATCH-DATE4(1)					
	9(5)	232	1050	1054		5
35	O1415436-MACH-REEL-FILL4(1)					
	99	233	1055	1056		2
35	O1415436-BATCH-NUMBER4(1)					
	999	234	1057	1059		3
35	O1415436-DOCUMENT-NUMBER4(1)					
	9(4)	235	1060	1063		4
35	O1415436-LINE-NUMBER4(1)					
	99	236	1064	1065		2
30	O1415436-EXCEPTION-CODE(1)					
	999	237	1066	1067		2
30	O1415436-DATE-PAID(1)					
	S9(5)	238	1068	1070		3

> > > > > **START OF LAYOUT NUMBER 4** < < < < <

O1415500-MEDICAL-CLAIM 1 7651 7651

**Maximization of Third Party Liability Recoveries for the State  
of Maryland**  
**Solicitation #: 20-18315**

**RFP Document**

10	01415592-CLM-HEADER-COMMON	GROUP	1	1	526	526
15	01415513-RECORD-CODE	XX	2	1	2	2
15	01415513-SORT-KEY	X (30)	3	3	32	30
15	01415513-RECORD-SEQ	99	4	33	34	2
15	01415513-TOT-OF-LINE-ITEMS					
		999	5	35	37	3
15	01415593-OCCURRENCE-COUNTERS					
		GROUP	6	38	47	10
20	01415534-NUM-OF-LINE-ITEMS					
		S999	7	38	39	2
20	01415534-NUM-OF-CURR-EXCEP					
		S999	8	40	41	2
20	01415534-NUM-OF-COMM-EXCEP					
		S999	9	42	43	2
20	01415534-NUM-OF-TPL-SEGMENTS					
		S999	10	44	45	2
20	01415534-NUM-OF-RELATED-HIST					
		S999	11	46	47	2
15	01415513-TRANSLATOR-CONTROL-NM					
		X (12)	12	48	59	12
15	01415513-TRANSLATOR-VERSION					
		X (12)	13	60	71	12
15	01415513-TRANS-BEHAVIOR-CODE					
		X	14	72	72	1
15	01415593-INVOICE-CONTROL-NUM					
		GROUP	15	73	89	17
20	01415524-CLM-INPUT-MEDIUM-IND					
		9	16	73	73	1
20	01415524-BATCH-DATE	9 (5)	17	74	78	5
20	01415524-MACH-REEL-FILL					
		99	18	79	80	2
20	01415524-BATCH-NUMBER	999	19	81	83	3
20	01415524-DOCUMENT-NUMBER					
		9 (4)	20	84	87	4
20	01415524-LINE-NUMBER	99	21	88	89	2
15	01415513-ACCOUNTING-CODE	X	22	90	90	1
15	01415513-CLAIM-STATUS	X	23	91	91	1
15	01415513-CLM-TYP	X	24	92	92	1
15	01415513-TEST-PROD-IND	X	25	93	93	1
15	01415593-CLAIM-DATES	GROUP	26	94	129	36
20	01415534-FIRST-DATE-OF-SVC					
		S9 (5)	27	94	96	3
20	01415534-LAST-DATE-OF-SVC					
		S9 (5)	28	97	99	3
20	01415534-DATE-BILLED	S9 (5)	29	100	102	3
20	01415534-ENTRY-DATE	S9 (5)	30	103	105	3
20	01415534-SUSPENSE-DATE	S9 (5)	31	106	108	3
20	01415534-LAST-CYCLE-DATE					
		S9 (5)	32	109	111	3
20	01415534-DATE-OF-ADJUDICATION					
		S9 (5)	33	112	114	3
20	01415534-REMIT-PROCESS-DATE					
		S9 (5)	34	115	117	3
20	01415534-DATE-PAID	S9 (5)	35	118	120	3
20	01415534-CHECK-DATE	S9 (5)	36	121	123	3
20	01415534-ORIG-PAYMENT-DATE					
		S9 (5)	37	124	126	3
20	01415534-DATE-TO-HIST	S9 (5)	38	127	129	3
15	01415593-CLAIM-PAYMENT-DATA					
		GROUP	39	130	169	40
20	01415534-TOTAL-CLAIM-CHARGE					
		S9 (7) V99	40	130	134	5

**Maximization of Third Party Liability Recoveries for the State  
of Maryland**  
**Solicitation #: 20-18315**

**RFP Document**

20	01415534-CLM-RECIP-PMT-AMT					
		S9 (7) V99	41	135	139	5
20	01415534-THIRD-PARTY-PMT-AMT					
		S9 (7) V99	42	140	144	5
20	01415534-AMT-PAID-BY-MCARE					
		S9 (7) V99	43	145	149	5
20	01415534-NET-CLAIM-CHARGE					
		S9 (7) V99	44	150	154	5
20	01415534-REIMBURSEMENT-AMOUNT					
		S9 (7) V99	45	155	159	5
20	01415534-FED-FIN-PART					
		S9 (7) V99	46	160	164	5
20	01415534-SPENDDOWN-AMOUNT					
		S9 (7) V99	47	165	169	5
15	01415593-CLAIM-PROV-DATA	GROUP	48	170	213	44
20	01415594-PROV-NUMBER	GROUP	49	170	178	9
25	01415525-PROV-BASE-NUMBER					
		9 (7)	50	170	176	7
25	01415525-PROV-LOCATION					
		99	51	177	178	2
20	01415514-PROV-CAT-OF-SVC-CODE					
		XX	52	179	180	2
20	01415514-PROV-SPEC-CODE					
		S999	53	181	182	2
20	01415514-PROV-TYPE					
		XX	54	183	184	2
20	01415514-PROV-TAXONOMY					
		X (10)	55	185	194	10
20	01415514-PROV-COUNTY-CODE					
		99	56	195	196	2
20	01415534-PROV-ZIP-CODE					
		9 (9)	57	197	201	5
20	01415594-PAY-TO-PROV-DATA					
		GROUP	58	202	212	11
25	01415595-PAY-TO-PROV-NUM					
		GROUP	59	202	210	9
30	01415526-PAY-TO-PROV-BASE-NUM					
		9 (7)	60	202	208	7
30	01415526-PAY-TO-PROV-LOC					
		99	61	209	210	2
25	01415515-PAY-TO-PROV-TYPE					
		XX	62	211	212	2
20	01415514-PROV-PAYMENT-METHOD					
		X	63	213	213	1
15	01415593-CLAIM-RECIP-DATA					
		GROUP	64	214	381	168
20	01415594-RECIP-IDENT-NUMBER					
		GROUP	65	214	224	11
25	01415525-RECIP-IDENT-NUMBER					
		9 (11)	66	214	224	11
20	01415594-ORIGINAL-RECIP-ID					
		GROUP	67	225	235	11
25	01415525-ORIGINAL-RECIP-ID					
		9 (11)	68	225	235	11
20	01415594-PROV-MC-DATA					
		GROUP	69	236	247	12
25	01415525-PROV-MC-PRG					
		XXX	70	236	238	3
25	01415525-SPEC-PGM-PROV					
		9 (9)	71	239	247	9
25	01415595-SPEC-PGM-PROV REDEFINES 01415525-SPEC-PGM-PROV					
25	01415595-SPEC-PGM-PROV					
		GROUP	72	239	247	9
30	01415526-SPEC-PROV-BASE-NUM					
		9 (7)	73	239	245	7
30	01415526-SPEC-PROV-LOCATION					
		99	74	246	247	2
20	01415594-PROV-MC-DATA-2					

**Maximization of Third Party Liability Recoveries for the State  
of Maryland**  
**Solicitation #: 20-18315**

**RFP Document**

	GROUP	75	248	259	12
25 01415525-PROV-MC-PRG-2	XXX	76	248	250	3
25 01415525-SPEC-PGM-PROV-2	9 (9)	77	251	259	9
25 01415595-SPEC-PGM-PROV-2	REDEFINES 01415525-SPEC-PGM-PROV-2				
25 01415595-SPEC-PGM-PROV-2	GROUP	78	251	259	9
30 01415526-SPEC-PROV-BASE-NUM-2	9 (7)	79	251	257	7
30 01415526-SPEC-PROV-LOCATION-2	99	80	258	259	2
20 01415594-PROV-MC-DATA-3	GROUP	81	260	271	12
25 01415525-PROV-MC-PRG-3	XXX	82	260	262	3
25 01415525-SPEC-PGM-PROV-3	9 (9)	83	263	271	9
25 01415595-SPEC-PGM-PROV-3	REDEFINES 01415525-SPEC-PGM-PROV-3				
25 01415595-SPEC-PGM-PROV-3	GROUP	84	263	271	9
30 01415526-SPEC-PROV-BASE-NUM-3	9 (7)	85	263	269	7
30 01415526-SPEC-PROV-LOCATION-3	99	86	270	271	2
20 01415514-RECIP-COUNTY	XX	87	272	273	2
20 01415514-RECIP-ZIP-CODE	X (5)	88	274	278	5
20 01415594-RECIP-NAME	GROUP	89	279	321	43
25 01415515-RECIP-LAST-NAME	X (25)	90	279	303	25
25 01415515-RECIP-FIRST-NAME	X (15)	91	304	318	15
25 01415515-RECIP-MIDDLE-INIT	X	92	319	319	1
25 01415515-NAME-CODE	XX	93	320	321	2
20 01415594-SUBMIT-RECIP-NAME	GROUP	94	322	364	43
25 01415515-SUBMIT-LAST-NAME	X (25)	95	322	346	25
25 01415515-SUBMIT-FIRST-NAME	X (15)	96	347	361	15
25 01415515-SUBMIT-MIDDLE-INIT	X	97	362	362	1
25 01415515-SUBMIT-NAME-CODE	XX	98	363	364	2
20 01415534-RECIP-DATE-OF-BIRTH	S9 (7)	99	365	368	4
20 01415534-RECIP-AGE	S999	100	369	370	2
20 01415514-RECIP-SEX-CODE	X	101	371	371	1
20 01415514-RECIP-RACE-CODE	X	102	372	372	1
20 01415514-RECIP-MCARE-IND	X	103	373	373	1
20 01415514-RECIP-NH-INDIC	X	104	374	374	1
20 01415514-RECIP-COVERAGE-GRP	XXX	105	375	377	3
20 01415514-RECIP-COVERAGE-TP	X	106	378	378	1
20 01415534-BENEFITS-ASSIGN-IND					

**Maximization of Third Party Liability Recoveries for the State  
of Maryland**  
**Solicitation #: 20-18315**

**RFP Document**

		X	107	379	379	1
	20 01415534-CLAIM-SUBMISSION-REA	XX	108	380	381	2
15	01415593-CLAIM-CREDIT-DATA	GROUP	109	382	418	37
	20 01415514-ADJUSTMENT-REASON	XX	110	382	383	2
	20 01415514-CLAIM-CREDIT-IND	X	111	384	384	1
	20 01415534-ICN-OF-CREDIT	GROUP	112	385	401	17
	25 01415534-CLM-INPUT-MEDIUM-IND2	9	113	385	385	1
	25 01415534-BATCH-DATE2	9 (5)	114	386	390	5
	25 01415534-MACH-REEL-FILL2	99	115	391	392	2
	25 01415534-BATCH-NUMBER2	999	116	393	395	3
	25 01415534-DOCUMENT-NUMBER2	9 (4)	117	396	399	4
	25 01415534-LINE-NUMBER2	99	118	400	401	2
	20 01415534-ICN-TO-CREDIT	GROUP	119	402	418	17
	25 01415534-CLM-INPUT-MEDIUM-IND3	9	120	402	402	1
	25 01415534-BATCH-DATE3	9 (5)	121	403	407	5
	25 01415534-MACH-REEL-FILL3	99	122	408	409	2
	25 01415534-BATCH-NUMBER3	999	123	410	412	3
	25 01415534-DOCUMENT-NUMBER3	9 (4)	124	413	416	4
	25 01415534-LINE-NUMBER3	99	125	417	418	2
15	01415594-MARS-CODES	GROUP	126	419	436	18
	20 01415515-MARS-AID-CAT	GROUP	127	419	421	3
	25 01415525-MARS-MAINT-ASST-STAT	X	128	419	419	1
	25 01415525-MARS-ELIG-BASIS	XX	129	420	421	2
	20 01415525-MARS-CLM-IND	S9	130	422	422	1
	20 01415515-SPLIT-CLAIM-IND	X	131	423	423	1
	20 01415515-FFP-FUND-CD	X	132	424	424	1
	20 01415515-FED-CAT-SVC	XX	133	425	426	2
	20 01415515-MARS-CAT-OF-SVC	XX	134	427	428	2
	20 01415515-FED-MAINT-ASST-CD	X	135	429	429	1
	20 01415515-FED-AID-CAT	X	136	430	430	1
	20 01415565-PD-UNIT-SVC	S9 (7) V999	137	431	436	6
15	01415593-CLM-HEADER-MISC-DATA	GROUP	138	437	522	86
	20 01415594-CLM-HEADER-MISC-DATA	GROUP	139	437	522	86
	25 01415595-CLM-HEADER-MISC-DATA	GROUP	140	437	507	71
X.1	30 01415536-REMITTANCE-ADVICE-NO	9 (6)	141	437	440	4
	30 01415536-CHECK-VOUCH-NUM	9 (7)	142	441	444	4
	30 01415536-USER-IDENTIFICATION	999	143	445	446	2



**Maximization of Third Party Liability Recoveries for the State  
of Maryland**  
**Solicitation #: 20-18315**

**RFP Document**

30	O1415536-PRE-AUTH-NUM	X (8)	144	447	454	8
30	O1415536-NUMBER-OF-CYCLES	S999	145	455	456	2
30	O1415516-TRAUMA-REL-IND	X	146	457	457	1
30	O1415516-ATTACHMENT-IND	X	147	458	458	1
30	O1415596-APPROPRIATION-CODE	GROUP	148	459	467	9
35	O1415517-PROG-PROJ-CODE	X (4)	149	459	462	4
35	O1415517-DHMH-FUND-CD	X	150	463	463	1
35	O1415537-EXPEND-FISC-YEAR	99	151	464	465	2
35	O1415517-PROV-ENROL-STAT-CD	XX	152	466	467	2
30	O1415516-OVERRIDE-LOC-CODE	XX	153	468	469	2
30	O1415596-OVERRIDE-EXCEP-DATA	GROUP	154	470	473	4
35	O1415537-OVERRIDE-EXCEP-CODE	999	155	470	471	2
35	O1415537-OVERRIDE-EXCEP-USER	999	156	472	473	2
30	O1415596-EOB-CODE	GROUP	157	474	477	4
35	O1415537-EOB-CODE(1) OCCURS 2 TIMES	999	158	474	475	2
30	O1415596-CURR-LOCATION-DATA	GROUP	159	478	482	5
35	O1415517-CLAIM-LOCATION-CODE	XX	160	478	479	2
35	O1415537-DATE-ENTERED-LOC	S9(5)	161	480	482	3
30	O1415596-PREV-LOCATION-DATA	GROUP	162	483	487	5
35	O1415597-PREV-LOCATION-DATA	GROUP	163	483	487	5
40	O1415518-CLAIM-LOCATION-CODE-2	XX	164	483	484	2
40	O1415538-DATE-ENTERED-LOC-2	S9(5)	165	485	487	3
30	O1415536-PAT-ACCT-NO	X(20)	166	488	507	20
25	O1415592-MISC-PROVIDERS	GROUP	167	508	522	15
30	O1415514-MISC-PROV-IND	X	168	508	508	1
30	O1415534-MISC-PROV-NUMBER	9(9)	169	509	513	5
30	O1415534-MISC-PROV-FILLER	X(9)	170	514	522	9
25	O1415592-MISC-PROVIDER1 REDEFINES O1415592-MISC-PROVIDERS					
25	O1415592-MISC-PROVIDER1	X(15)	171	508	522	15
15	O1415593-SPECIAL-INDICATOR	GROUP	172	523	526	4
20	O1415514-SPECIAL-INDICATOR(1) OCCURS 4 TIMES	X	173	523	523	1
10	O1415592-CLM-HEADER-VARIABLE	GROUP	174	527	718	192

**Maximization of Third Party Liability Recoveries for the State  
of Maryland**  
**Solicitation #: 20-18315**

**RFP Document**

15	01415513-CONSENT-IND	X	175	527	527	1
15	01415513-OTHER-INSURANCE-IND					
		X	176	528	528	1
15	01415534-TPL-OVERRIDE	X	177	529	529	1
15	01415593-DIAGNOSIS-DATA	GROUP	178	530	589	60
20	01415514-DIAG-STERL-IND					
		X	179	530	530	1
20	01415514-DIAG-ABORT-IND					
		X	180	531	531	1
20	01415514-DIAG-FAM-PLAN-IND					
		X	181	532	532	1
20	01415596-ICD9-ICD10-IND					
		X	182	533	533	1
20	01415594-DIAG-CODE-ICD-9-10					
		GROUP	183	534	589	56
25	01415595-DIAG-CODE-ICD-9-10					
		GROUP	184	534	589	56
30	01415516-DIAG-CODE-ICD-9-10	(1) OCCURS 8 TIMES				
		X (7)	185	534	540	7
15	01415514-CLM-PRIOR-AUTH-IND					
		X	186	590	590	1
15	01415593-REND-PROV-NUM	GROUP	187	591	599	9
20	01415524-REND-PROV-BASE-NUM					
		9 (7)	188	591	597	7
20	01415524-REND-PROV-LOC	99	189	598	599	2
15	01415593-REFERRING-PROV-NUM					
		GROUP	190	600	608	9
20	01415524-REFER-PROV-BASE-NUM					
		9 (7)	191	600	606	7
20	01415524-REFER-PROV-LOC					
		99	192	607	608	2
15	01415513-KEYED-CLM-TYPE	XX	193	609	610	2
15	01415513-EMPLOYMENT-REL-IND					
		X	194	611	611	1
15	01415513-H1500-ACCIDENT-IND					
		X	195	612	612	1
15	01415514-PROV-HMO-RT-ID	X	196	613	613	1
15	01415593-HCFA-FAC-NUM	GROUP	197	614	622	9
20	01415514-HCFA-FAC-BASE-NUM					
		9 (7)	198	614	620	7
20	01415514-HCFA-FAC-LOCATION					
		99	199	621	622	2
15	01415593-MCARE-PART-B-DATA					
		GROUP	200	623	655	33
20	01415534-MCARE-PROV-NUMBER					
		X (17)	201	623	639	17
20	01415534-MCARE-APPROVED-AMT					
		S9 (5) V99	202	640	643	4
20	01415534-MCARE-DEDUCTIBLE-AMT					
		S9 (5) V99	203	644	647	4
20	01415534-MCARE-COINS-AMT					
		S9 (5) V99	204	648	651	4
20	01415534-DATE-PAID-BY-MCARE					
		S9 (5)	205	652	654	3
20	01415534-PROV-MED-SRC-IND					
		X	206	655	655	1
15	01415592-TAD-DCN	GROUP	207	656	683	28
20	01415593-TAD-DCN-1	GROUP	208	656	667	12
25	01415594-DCN-INPUT-MED-IND					
		9	209	656	656	1
25	01415594-DCN-JULIAN-DT					
		9 (5)	210	657	661	5

**Maximization of Third Party Liability Recoveries for the State  
of Maryland**  
**Solicitation #: 20-18315**

**RFP Document**

25	01415594-DCN-BATCH-NUM					
		999	211	662	664	3
25	01415594-DCN-DOC-NUMBER					
		999	212	665	667	3
20	01415593-TAD-DAYS-1	999	213	668	669	2
20	01415593-TAD-DCN-2	GROUP	214	670	681	12
25	01415594-DCN-INPUT-MED-IND-2					
		9	215	670	670	1
25	01415594-DCN-JULIAN-DT-2					
		9 (5)	216	671	675	5
25	01415594-DCN-BATCH-NUM-2					
		999	217	676	678	3
25	01415594-DCN-DOC-NUMBER-2					
		999	218	679	681	3
20	01415593-TAD-DAYS-2	999	219	682	683	2
15	01415592-FILLER	X (35)	220	684	718	35
10	01415592-CURRENT-EXCEPTION	GROUP	221	719	893	175
15	01415593-CURRENT-EXCEPTION					
		GROUP	222	719	893	175
20	01415594-CURRENT-EXCEPTION (1)					
	OCCURS 1 TO 25 TIMES DEPENDING ON 01415534-NUM-OF-CURR-EXCEP					
		GROUP	223	719	725	7
25	01415535-EXCEPTION-CODE (1)					
		999	224	719	720	2
25	01415515-LINE-ITEM-CODE (1)					
		XX	225	721	722	2
25	01415515-LINE-ITEM-CODE1 REDEFINES 01415515-LINE-ITEM-CODE					
25	01415515-LINE-ITEM-CODE1 (1)					
		S999	226	721	722	2
25	01415515-EXCEPTION-STATUS (1)					
		X	227	723	723	1
25	01415535-USER-IDENTIFICATION (1)					
		999	228	724	725	2
10	01415592-COMMITTED-EXCEPTION					
		GROUP	229	894	993	100
15	01415593-COMMITTED-EXCEPTION					
		GROUP	230	894	993	100
20	01415594-COMMITTED-EXCEPTION (1)					
	OCCURS 1 TO 25 TIMES DEPENDING ON 01415534-NUM-OF-COMM-EXCEP					
		GROUP	231	894	897	4
25	01415535-EXCEPTION-CODE (1)					
		999	232	894	895	2
25	01415515-LINE-ITEM-CODE (1)					
		XX	233	896	897	2
25	01415515-LINE-ITEM-CODE1 REDEFINES 01415515-LINE-ITEM-CODE					
25	01415515-LINE-ITEM-CODE1 (1)					
		S999	234	896	897	2
10	01415592-RECIP-TPL-DTL-DATA					
		GROUP	235	994	1101	108
15	01415593-RECIP-TPL-DTL-DATA (1)					
	OCCURS 1 TO 3 TIMES DEPENDING ON 01415534-NUM-OF-TPL-SEGMENTS					
		GROUP	236	994	1029	36
20	01415514-CARRIER-CODE (1)					
		X (6)	237	994	999	6
20	01415514-POLICY-NUMBER (1)					
		X (15)	238	1000	1014	15
20	01415514-TPL-GROUP-NUMBER (1)					
		X (15)	239	1015	1029	15
10	01415592-RELATED-HISTORY	GROUP	240	1102	1751	650
15	01415593-RELATED-HISTORY	GROUP	241	1102	1751	650
20	01415594-RELATED-HISTORY					
		GROUP	242	1102	1751	650

25	O1415595-RELATED-HISTORY(1)					
	OCCURS 1 TO 25 TIMES	DEPENDING ON	O1415534-NUM-OF-RELATED-HIST			
		GROUP	243	1102	1127	26
30	O1415596-LINE-ITEM-CODE(1)					
		GROUP	244	1102	1105	4
35	O1415546-LINE-ITEM-CODE(1)					
		XX	245	1102	1103	2
35	O1415546-LINE-ITEM-CODE1	REDEFINES	O1415546-LINE-ITEM-CODE			
35	O1415546-LINE-ITEM-CODE1(1)					
		S999	246	1102	1103	2
35	O1415546-LINE-ITEM-CODE-2(1)					
		XX	247	1104	1105	2
35	O1415546-LINE-ITEM-CODE3	REDEFINES	O1415546-LINE-ITEM-CODE-2			
35	O1415546-LINE-ITEM-CODE3(1)					
		S999	248	1104	1105	2
30	O1415536-INVOICE-CONTROL-NUM(1)					
		GROUP	249	1106	1122	17
35	O1415536-CLM-INPUT-MEDIUM-IND4(1)					
		9	250	1106	1106	1
35	O1415536-BATCH-DATE4(1)					
		9(5)	251	1107	1111	5
35	O1415536-MACH-REEL-FILL4(1)					
		99	252	1112	1113	2
35	O1415536-BATCH-NUMBER4(1)					
		999	253	1114	1116	3
35	O1415536-DOCUMENT-NUMBER4(1)					
		9(4)	254	1117	1120	4
35	O1415536-LINE-NUMBER4(1)					
		99	255	1121	1122	2
30	O1415536-EXCEPTION-CODE(1)					
		999	256	1123	1124	2
30	O1415536-DATE-PAID(1)					
		S9(5)	257	1125	1127	3
10	O1415592-CLM-DETAIL	GROUP	258	1752	7651	5900
15	O1415593-LINE-ITEM(1)					
	OCCURS 1 TO 50 TIMES	DEPENDING ON	O1415534-NUM-OF-LINE-ITEMS			
		GROUP	259	1752	1869	118
20	O1415514-LINE-ITEM-CODE(1)					
		XX	260	1752	1753	2
20	O1415514-LINE-ITEM-CODE1	REDEFINES	O1415514-LINE-ITEM-CODE			
20	O1415514-LINE-ITEM-CODE1(1)					
		S999	261	1752	1753	2
20	O1415514-LINE-COUNTER(1)					
		999	262	1754	1756	3
20	O1415534-LI-FIRST-DATE-OF-SVC(1)					
		S9(5)	263	1757	1759	3
20	O1415534-LI-LAST-DATE-OF-SVC(1)					
		S9(5)	264	1760	1762	3
20	O1415534-FOLLOW-UP-DATE-LIMIT(1)					
		S9(5)	265	1763	1765	3
20	O1415534-SUBMITTED-UNITS(1)					
		S9(5)	266	1766	1768	3
20	O1415534-UNITS-OF-SERVICE(1)					
		S9(5)	267	1769	1771	3
20	O1415534-ALLOWED-CHARGE(1)					
		S9(7)V99	268	1772	1776	5
20	O1415514-ALLOWED-CHRG-SOURCE(1)					
		X	269	1777	1777	1
20	O1415534-PROCEDURE-CHARGE(1)					
		S9(7)V99	270	1778	1782	5
20	O1415534-LI-THIRD-PARTY-AMT(1)					
		S9(7)V99	271	1783	1787	5

**Maximization of Third Party Liability Recoveries for the State  
of Maryland**  
**Solicitation #: 20-18315**

**RFP Document**

20	O1415594-MCARE-PRTB-LINE-DATA (1)				
	GROUP	272	1788	1792	5
25	O1415534-MCARE-ALLOWED-AMT (1)				
	S9 (7) V99	273	1788	1792	5
20	O1415594-DIAGNOSTIC-IND (1)				
	GROUP	274	1793	1796	4
25	O1415595-DIAGNOSTIC-IND (1,1)	OCCURS 4 TIMES			
	X	275	1793	1793	1
20	O1415514-ASC-FACILITY-CODE (1)				
	X	276	1797	1797	1
20	O1415514-PLACE-OF-SERVICE (1)				
	XX	277	1798	1799	2
20	O1415514-TYPE-OF-PROFESSIONAL (1)				
	XX	278	1800	1801	2
20	O1415594-PROCEDURE-DATA (1)				
	GROUP	279	1802	1842	41
25	O1415515-PROC-CODE (1)				
	X (5)	280	1802	1806	5
25	O1415515-PROC-CODE-MODIFIER (1)				
	XX	281	1807	1808	2
25	O1415515-PROC-CODE-MODIFIER-2 (1)				
	XX	282	1809	1810	2
25	O1415515-PROC-CODE-MODIFIER-3 (1)				
	XX	283	1811	1812	2
25	O1415515-PROC-CODE-MODIFIER-4 (1)				
	XX	284	1813	1814	2
25	O1415595-PROC-MOD-EXT (1)				
	GROUP	285	1815	1822	8
30	O1415596-PROC-MOD-EXT-1 (1)				
	XX	286	1815	1816	2
30	O1415596-PROC-MOD-EXT-2 (1)				
	XX	287	1817	1818	2
30	O1415596-PROC-MOD-EXT-3 (1)				
	XX	288	1819	1820	2
30	O1415596-PROC-MOD-EXT-4 (1)				
	XX	289	1821	1822	2
25	O1415596-PROC-MOD-EXT REDEFINES O1415595-PROC-MOD-EXT				
25	O1415596-PROC-MOD-EXT (1)				
	GROUP	290	1815	1822	8
30	O1415596-ALT-PROC-CODE (1)				
	X (5)	291	1815	1819	5
30	O1415596-ALT-PROC-REC-NUM (1)				
	S9 (5)	292	1820	1822	3
25	O1415595-PROC-MOD-PRICE (1)				
	GROUP	293	1823	1830	8
30	O1415596-PROC-MOD-PRICE-1 (1)				
	XX	294	1823	1824	2
30	O1415596-PROC-MOD-PRICE-2 (1)				
	XX	295	1825	1826	2
30	O1415596-PROC-MOD-PRICE-3 (1)				
	XX	296	1827	1828	2
30	O1415596-PROC-MOD-PRICE-4 (1)				
	XX	297	1829	1830	2
25	O1415515-MCARE-COVERAGE-IND (1)				
	X	298	1831	1831	1
25	O1415515-PROC-STERIL-IND (1)				
	X	299	1832	1832	1
25	O1415515-PROC-ABORT-IND (1)				
	X	300	1833	1833	1
25	O1415515-PROC-FAM-PLAN-IND (1)				
	X	301	1834	1834	1
25	O1415515-PROC-HYSTER-IND (1)				

**Maximization of Third Party Liability Recoveries for the State  
of Maryland**  
**Solicitation #: 20-18315**

**RFP Document**

	X	302	1835	1835	1
25 01415515-LIFETIME-SERVICE-IND (1)	X	303	1836	1836	1
25 01415515-DUP-CHECK-IND (1)	X	304	1837	1837	1
25 01415515-PROC-MULT-SURG-IND (1)	X	305	1838	1838	1
25 01415515-NEW-PAT-EXEMPT-IND (1)	X	306	1839	1839	1
25 01415515-VISIT-SURG-IND (1)	X	307	1840	1840	1
25 01415513-EPSDT-IND (1)	X	308	1841	1841	1
25 01415513-EMERGENCY-IND (1)	X	309	1842	1842	1
20 01415594-TOOTH-DATA (1)	GROUP	310	1843	1861	19
25 01415525-TOOTH-NUMBER (1)	99	311	1843	1844	2
25 01415515-TOOTH-CHARACTER (1)	X	312	1845	1845	1
25 01415515-MOUTH-QUADRANT (1)	XX	313	1846	1847	2
25 01415515-DIAG-CODE-ICD-9 (1)	X (5)	314	1848	1852	5
25 01415595-TOOTH-SURFACE (1)	GROUP	315	1853	1858	6
30 01415596-TOOTH-SURFACE (1,1) OCCURS 6 TIMES	GROUP	316	1853	1853	1
35 01415517-TOOTH-SURFACE (1,1)	X	317	1853	1853	1
25 01415592-TOOTH-STATUS-INFO (1)	GROUP	318	1859	1861	3
30 01415514-TOOTH-NUMBER-STATUS (1)	XX	319	1859	1860	2
30 01415514-TOOTH-STATUS (1)	X	320	1861	1861	1
20 01415594-OVERRIDE-EXCEP-DATA (1)	GROUP	321	1862	1865	4
25 01415535-OVERRIDE-EXCEP-CODE (1)	999	322	1862	1863	2
25 01415535-OVERRIDE-EXCEP-USER (1)	999	323	1864	1865	2
20 01415594-EOB-CODE (1)	GROUP	324	1866	1869	4
25 01415595-EOB-CODE (1,1) OCCURS 2 TIMES	GROUP	325	1866	1867	2
30 01415536-EOB-CODE (1,1)	999	326	1866	1867	2
<b>&gt; &gt; &gt; &gt; START OF LAYOUT NUMBER 5 &lt; &lt; &lt; &lt;</b>					
01416100-CREDIT-ADJUSTMENT			1	1559	1559
10 01416192-CLM-HEADER-COMMON	GROUP	1	1	526	526
15 01416113-RECORD-CODE	XX	2	1	2	2
15 01416113-SORT-KEY	X (30)	3	3	32	30
15 01416113-RECORD-SEQ	99	4	33	34	2
15 01416113-TOT-OF-LINE-ITEMS	999	5	35	37	3
15 01416193-OCCURRENCE-COUNTERS	GROUP	6	38	47	10
20 01416134-NUM-OF-LINE-ITEMS	S999	7	38	39	2
20 01416134-NUM-OF-CURR-EXCEP					

**Maximization of Third Party Liability Recoveries for the State  
of Maryland**  
**Solicitation #: 20-18315**

**RFP Document**

	S999	8	40	41	2
20 01416134-NUM-OF-COMM-EXCEP	S999	9	42	43	2
20 01416134-NUM-OF-TPL-SEGMENTS	S999	10	44	45	2
20 01416134-NUM-OF-RELATED-HIST	S999	11	46	47	2
15 01416113-TRANSLATOR-CONTROL-NM	X (12)	12	48	59	12
15 01416113-TRANSLATOR-VERSION	X (12)	13	60	71	12
15 01416113-TRANS-BEHAVIOR-CODE	X	14	72	72	1
15 01416193-INVOICE-CONTROL-NUM	GROUP	15	73	89	17
20 01416124-CLM-INPUT-MEDIUM-IND	9	16	73	73	1
20 01416124-BATCH-DATE	9 (5)	17	74	78	5
20 01416124-MACH-REEL-FILL	99	18	79	80	2
20 01416124-BATCH-NUMBER	999	19	81	83	3
20 01416124-DOCUMENT-NUMBER	9 (4)	20	84	87	4
20 01416124-LINE-NUMBER	99	21	88	89	2
15 01416113-ACCOUNTING-CODE	X	22	90	90	1
15 01416113-CLAIM-STATUS	X	23	91	91	1
15 01416113-CLM-TYP	X	24	92	92	1
15 01416113-TEST-PROD-IND	X	25	93	93	1
15 01416193-CLAIM-DATES	GROUP	26	94	129	36
20 01416134-FIRST-DATE-OF-SVC	S9 (5)	27	94	96	3
20 01416134-LAST-DATE-OF-SVC	S9 (5)	28	97	99	3
20 01416134-DATE-BILLED	S9 (5)	29	100	102	3
20 01416134-ENTRY-DATE	S9 (5)	30	103	105	3
20 01416134-SUSPENSE-DATE	S9 (5)	31	106	108	3
20 01416134-LAST-CYCLE-DATE	S9 (5)	32	109	111	3
20 01416134-DATE-OF-ADJUDICATION	S9 (5)	33	112	114	3
20 01416134-REMIT-PROCESS-DATE	S9 (5)	34	115	117	3
20 01416134-DATE-PAID	S9 (5)	35	118	120	3
20 01416134-CHECK-DATE	S9 (5)	36	121	123	3
20 01416134-ORIG-PAYMENT-DATE	S9 (5)	37	124	126	3
20 01416134-DATE-TO-HIST	S9 (5)	38	127	129	3
15 01416193-CLAIM-PAYMENT-DATA	GROUP	39	130	169	40
20 01416134-TOTAL-CLAIM-CHARGE	S9 (7) V99	40	130	134	5
20 01416134-CLM-RECIP-PMT-AMT	S9 (7) V99	41	135	139	5
20 01416134-THIRD-PARTY-PMT-AMT	S9 (7) V99	42	140	144	5
20 01416134-AMT-PAID-BY-MCARE	S9 (7) V99	43	145	149	5
20 01416134-NET-CLAIM-CHARGE	S9 (7) V99	44	150	154	5
20 01416134-REIMBURSEMENT-AMOUNT	S9 (7) V99	45	155	159	5
20 01416134-FED-FIN-PART	S9 (7) V99	46	160	164	5

**Maximization of Third Party Liability Recoveries for the State  
of Maryland**  
**Solicitation #: 20-18315**

**RFP Document**

20	01416134-SPENDDOWN-AMOUNT					
		S9(7)V99	47	165	169	5
15	01416193-CLAIM-PROV-DATA	GROUP	48	170	213	44
20	01416194-PROV-NUMBER	GROUP	49	170	178	9
25	01416125-PROV-BASE-NUMBER					
		9(7)	50	170	176	7
25	01416125-PROV-LOCATION					
		99	51	177	178	2
20	01416114-PROV-CAT-OF-SVC-CODE					
		XX	52	179	180	2
20	01416114-PROV-SPEC-CODE					
		S999	53	181	182	2
20	01416114-PROV-TYPE	XX	54	183	184	2
20	01416114-PROV-TAXONOMY	X(10)	55	185	194	10
20	01416114-PROV-COUNTY-CODE					
		99	56	195	196	2
20	01416134-PROV-ZIP-CODE	9(9)	57	197	201	5
20	01416194-PAY-TO-PROV-DATA					
		GROUP	58	202	212	11
25	01416195-PAY-TO-PROV-NUM					
		GROUP	59	202	210	9
30	01416126-PAY-TO-PROV-BASE-NUM					
		9(7)	60	202	208	7
30	01416126-PAY-TO-PROV-LOC					
		99	61	209	210	2
25	01416115-PAY-TO-PROV-TYPE					
		XX	62	211	212	2
20	01416114-PROV-PAYMENT-METHOD					
		X	63	213	213	1
15	01416193-CLAIM-RECIP-DATA					
		GROUP	64	214	381	168
20	01416194-RECIP-IDENT-NUMBER					
		GROUP	65	214	224	11
25	01416125-RECIP-IDENT-NUMBER					
		9(11)	66	214	224	11
20	01416194-ORIGINAL-RECIP-ID					
		GROUP	67	225	235	11
25	01416125-ORIGINAL-RECIP-ID					
		9(11)	68	225	235	11
20	01416194-PROV-MC-DATA	GROUP	69	236	247	12
25	01416125-PROV-MC-PRG	XXX	70	236	238	3
25	01416125-SPEC-PGM-PROV					
		9(9)	71	239	247	9
25	01416195-SPEC-PGM-PROV REDEFINES 01416125-SPEC-PGM-PROV					
25	01416195-SPEC-PGM-PROV					
		GROUP	72	239	247	9
30	01416126-SPEC-PROV-BASE-NUM					
		9(7)	73	239	245	7
30	01416126-SPEC-PROV-LOCATION					
		99	74	246	247	2
20	01416194-PROV-MC-DATA-2					
		GROUP	75	248	259	12
25	01416125-PROV-MC-PRG-2					
		XXX	76	248	250	3
25	01416125-SPEC-PGM-PROV-2					
		9(9)	77	251	259	9
25	01416195-SPEC-PGM-PROV-2 REDEFINES 01416125-SPEC-PGM-PROV-2					
25	01416195-SPEC-PGM-PROV-2					
		GROUP	78	251	259	9
30	01416126-SPEC-PROV-BASE-NUM-2					
		9(7)	79	251	257	7
30	01416126-SPEC-PROV-LOCATION-2					



**Maximization of Third Party Liability Recoveries for the State  
of Maryland**  
**Solicitation #: 20-18315**

**RFP Document**

	99	80	258	259	2
20 01416194-PROV-MC-DATA-3					
	GROUP	81	260	271	12
25 01416125-PROV-MC-PRG-3					
	XXX	82	260	262	3
25 01416125-SPEC-PGM-PROV-3					
	9 (9)	83	263	271	9
25 01416195-SPEC-PGM-PROV-3	REDEFINES 01416125-SPEC-PGM-PROV-3				
25 01416195-SPEC-PGM-PROV-3					
	GROUP	84	263	271	9
30 01416126-SPEC-PROV-BASE-NUM-3					
	9 (7)	85	263	269	7
30 01416126-SPEC-PROV-LOCATION-3					
	99	86	270	271	2
20 01416114-RECIP-COUNTY	XX	87	272	273	2
20 01416114-RECIP-ZIP-CODE					
	X (5)	88	274	278	5
20 01416194-RECIP-NAME	GROUP	89	279	321	43
25 01416115-RECIP-LAST-NAME					
	X (25)	90	279	303	25
25 01416115-RECIP-FIRST-NAME					
	X (15)	91	304	318	15
25 01416115-RECIP-MIDDLE-INIT					
	X	92	319	319	1
25 01416115-NAME-CODE	XX	93	320	321	2
20 01416194-SUBMIT-RECIP-NAME					
	GROUP	94	322	364	43
25 01416115-SUBMIT-LAST-NAME					
	X (25)	95	322	346	25
25 01416115-SUBMIT-FIRST-NAME					
	X (15)	96	347	361	15
25 01416115-SUBMIT-MIDDLE-INIT					
	X	97	362	362	1
25 01416115-SUBMIT-NAME-CODE					
	XX	98	363	364	2
20 01416134-RECIP-DATE-OF-BIRTH					
	S9 (7)	99	365	368	4
20 01416134-RECIP-AGE	S999	100	369	370	2
20 01416114-RECIP-SEX-CODE					
	X	101	371	371	1
20 01416114-RECIP-RACE-CODE					
	X	102	372	372	1
20 01416114-RECIP-MCARE-IND					
	X	103	373	373	1
20 01416114-RECIP-NH-INDIC					
	X	104	374	374	1
20 01416114-RECIP-COVERAGE-GRP					
	XXX	105	375	377	3
20 01416114-RECIP-COVERAGE-TP					
	X	106	378	378	1
20 01416114-BENEFITS-ASSIGN-IND					
	X	107	379	379	1
20 01416114-CLAIM-SUBMISSION-REA					
	XX	108	380	381	2
15 01416193-CLAIM-CREDIT-DATA					
	GROUP	109	382	418	37
20 01416114-ADJUSTMENT-REASON					
	XX	110	382	383	2
20 01416114-CLAIM-CREDIT-IND					
	X	111	384	384	1
20 01416134-ICN-OF-CREDIT	GROUP	112	385	401	17
25 01416134-CLM-INPUT-MEDIUM-IND2					

**Maximization of Third Party Liability Recoveries for the State  
of Maryland**  
**Solicitation #: 20-18315**

**RFP Document**

		9	113	385	385	1
25	O1416134-BATCH-DATE2	9 (5)	114	386	390	5
25	O1416134-MACH-REEL-FILL2					
		99	115	391	392	2
25	O1416134-BATCH-NUMBER2					
		999	116	393	395	3
25	O1416134-DOCUMENT-NUMBER2					
		9 (4)	117	396	399	4
25	O1416134-LINE-NUMBER2					
		99	118	400	401	2
20	O1416134-ICN-TO-CREDIT	GROUP	119	402	418	17
25	O1416134-CLM-INPUT-MEDIUM-IND3					
		9	120	402	402	1
25	O1416134-BATCH-DATE3	9 (5)	121	403	407	5
25	O1416134-MACH-REEL-FILL3					
		99	122	408	409	2
25	O1416134-BATCH-NUMBER3					
		999	123	410	412	3
25	O1416134-DOCUMENT-NUMBER3					
		9 (4)	124	413	416	4
25	O1416134-LINE-NUMBER3					
		99	125	417	418	2
15	O1416194-MARS-CODES	GROUP	126	419	436	18
20	O1416115-MARS-AID-CAT	GROUP	127	419	421	3
25	O1416125-MARS-MAINT-ASST-STAT					
		X	128	419	419	1
25	O1416125-MARS-ELIG-BASIS					
		XX	129	420	421	2
20	O1416125-MARS-CLM-IND	S9	130	422	422	1
20	O1416115-SPLIT-CLAIM-IND					
		X	131	423	423	1
20	O1416115-FFP-FUND-CD	X	132	424	424	1
20	O1416115-FED-CAT-SVC	XX	133	425	426	2
20	O1416115-MARS-CAT-OF-SVC					
		XX	134	427	428	2
20	O1416115-FED-MAINT-ASST-CD					
		X	135	429	429	1
20	O1416115-FED-AID-CAT	X	136	430	430	1
20	O1416165-PD-UNIT-SVC	S9 (7) V999	137	431	436	6
15	O1416193-CLM-HEADER-MISC-DATA					
		GROUP	138	437	522	86
20	O1416194-CLM-HEADER-MISC-DATA					
		GROUP	139	437	522	86
25	O1416195-CLM-HEADER-MISC-DATA					
		GROUP	140	437	507	71
30	O1416136-REMITTANCE-ADVICE-NO					
		9 (6)	141	437	440	4
30	O1416136-CHECK-VOUCH-NUM					
		9 (7)	142	441	444	4
30	O1416136-USER-IDENTIFICATION					
		999	143	445	446	2
30	O1416136-PRE-AUTH-NUM					
		X (8)	144	447	454	8
30	O1416136-NUMBER-OF-CYCLES					
		S999	145	455	456	2
30	O1416116-TRAUMA-REL-IND					
		X	146	457	457	1
30	O1416116-ATTACHMENT-IND					
		X	147	458	458	1
30	O1416196-APPROPRIATION-CODE					
		GROUP	148	459	467	9
35	O1416117-PROG-PROJ-CODE					

**Maximization of Third Party Liability Recoveries for the State  
of Maryland**  
**Solicitation #: 20-18315**

**RFP Document**

	X (4)	149	459	462	4
35 01416117-DHMH-FUND-CD	X	150	463	463	1
35 01416137-EXPEND-FISC-YEAR	99	151	464	465	2
35 01416117-PROV-ENROL-STAT-CD	XX	152	466	467	2
30 01416116-OVERRIDE-LOC-CODE	XX	153	468	469	2
30 01416196-OVERRIDE-EXCEP-DATA	GROUP	154	470	473	4
35 01416137-OVERRIDE-EXCEP-CODE	999	155	470	471	2
35 01416137-OVERRIDE-EXCEP-USER	999	156	472	473	2
30 01416196-EOB-CODE	GROUP	157	474	477	4
35 01416137-EOB-CODE (1) OCCURS 2 TIMES	999	158	474	475	2
30 01416196-CURR-LOCATION-DATA	GROUP	159	478	482	5
35 01416117-CLAIM-LOCATION-CODE	XX	160	478	479	2
35 01416137-DATE-ENTERED-LOC	S9 (5)	161	480	482	3
30 01416196-PREV-LOCATION-DATA	GROUP	162	483	487	5
35 01416197-PREV-LOCATION-DATA	GROUP	163	483	487	5
40 01416118-CLAIM-LOCATION-CODE-2	XX	164	483	484	2
40 01416138-DATE-ENTERED-LOC-2	S9 (5)	165	485	487	3
30 01416116-PAT-ACCT-NO	X (20)	166	488	507	20
25 01416192-MISC-PROVIDERS	GROUP	167	508	522	15
30 01416114-MISC-PROV-IND	X	168	508	508	1
30 01416134-MISC-PROV-NUMBER	9 (9)	169	509	513	5
30 01416134-MISC-PROV-FILLER	X (9)	170	514	522	9
25 01416192-MISC-PROVIDER1 REDEFINES 01416192-MISC-PROVIDERS					
25 01416192-MISC-PROVIDER1	X (15)	171	508	522	15
15 01416193-SPECIAL-INDICATOR	GROUP	172	523	526	4
20 01416114-SPECIAL-INDICATOR (1) OCCURS 4 TIMES	X	173	523	523	1
10 01416192-CURRENT-EXCEPTION	GROUP	174	527	701	175
15 01416193-CURRENT-EXCEPTION	GROUP	175	527	701	175
20 01416194-CURRENT-EXCEPTION (1) OCCURS 1 TO 25 TIMES DEPENDING ON 01416134-NUM-OF-CURR-EXCEP	GROUP	176	527	533	7
25 01416135-EXCEPTION-CODE (1)	999	177	527	528	2
25 01416115-LINE-ITEM-CODE (1)	XX	178	529	530	2
25 01416115-LINE-ITEM-CODE1 REDEFINES 01416115-LINE-ITEM-CODE					
25 01416115-LINE-ITEM-CODE1 (1)	S999	179	529	530	2

**Maximization of Third Party Liability Recoveries for the State  
of Maryland**  
**Solicitation #: 20-18315**

**RFP Document**

25	O1416115-EXCEPTION-STATUS(1)	X	180	531	531	1
25	O1416135-USER-IDENTIFICATION(1)	999	181	532	533	2
10	O1416192-COMMITTED-EXCEPTION	GROUP	182	702	801	100
15	O1416193-COMMITTED-EXCEPTION	GROUP	183	702	801	100
20	O1416194-COMMITTED-EXCEPTION(1)					
	OCCURS 1 TO 25 TIMES DEPENDING ON O1416134-NUM-OF-COMM-EXCEP	GROUP	184	702	705	4
25	O1416135-EXCEPTION-CODE(1)	999	185	702	703	2
25	O1416115-LINE-ITEM-CODE(1)	XX	186	704	705	2
25	O1416115-LINE-ITEM-CODE1 REDEFINES O1416115-LINE-ITEM-CODE					
25	O1416115-LINE-ITEM-CODE1(1)	S999	187	704	705	2
10	O1416192-RECIP-TPL-DTL-DATA	GROUP	188	802	909	108
15	O1416193-RECIP-TPL-DTL-DATA(1)					
	OCCURS 1 TO 3 TIMES DEPENDING ON O1416134-NUM-OF-TPL-SEGMENTS	GROUP	189	802	837	36
20	O1416114-CARRIER-CODE(1)	X(6)	190	802	807	6
20	O1416114-POLICY-NUMBER(1)	X(15)	191	808	822	15
20	O1416114-TPL-GROUP-NUMBER(1)	X(15)	192	823	837	15
10	O1416192-RELATED-HISTORY	GROUP	193	910	1559	650
15	O1416193-RELATED-HISTORY	GROUP	194	910	1559	650
20	O1416194-RELATED-HISTORY	GROUP	195	910	1559	650
25	O1416195-RELATED-HISTORY(1)					
	OCCURS 1 TO 25 TIMES DEPENDING ON O1416134-NUM-OF-RELATED-HIST	GROUP	196	910	935	26
30	O1416196-LINE-ITEM-CODE(1)	GROUP	197	910	913	4
35	O1416146-LINE-ITEM-CODE(1)	XX	198	910	911	2
35	O1416146-LINE-ITEM-CODE1 REDEFINES O1416146-LINE-ITEM-CODE					
35	O1416146-LINE-ITEM-CODE1(1)	S999	199	910	911	2
35	O1416146-LINE-ITEM-CODE-2(1)	XX	200	912	913	2
35	O1416146-LINE-ITEM-CODE3 REDEFINES O1416146-LINE-ITEM-CODE-2					
35	O1416146-LINE-ITEM-CODE3(1)	S999	201	912	913	2
30	O1416136-INVOICE-CONTROL-NUM(1)	GROUP	202	914	930	17
35	O1416136-CLM-INPUT-MEDIUM-IND4(1)	9	203	914	914	1
35	O1416136-BATCH-DATE4(1)	9(5)	204	915	919	5
35	O1416136-MACH-REEL-FILL4(1)	99	205	920	921	2
35	O1416136-BATCH-NUMBER4(1)	999	206	922	924	3
35	O1416136-DOCUMENT-NUMBER4(1)	9(4)	207	925	928	4
35	O1416136-LINE-NUMBER4(1)	99	208	929	930	2

**Maximization of Third Party Liability Recoveries for the State  
of Maryland**  
**Solicitation #: 20-18315**

**RFP Document**

30	O1416136-EXCEPTION-CODE (1)	999	209	931	932	2
30	O1416136-DATE-PAID (1)	S9 (5)	210	933	935	3

**Appendix 3. – X.1: Provider Master – Medicaid  
Provider Master - KDP**

RECORD LAYOUT REPORT

FIELD	LEVEL/NAME	PICTURE	FLD	START	END	LENGTH
P1276000	PROVIDER-MASTER-REC			1	2670	2670
5	P1276091-FIXED-PORTION	GROUP	1	1	506	506
10	P1276012-RECORD-CODE	XX	2	1	2	2
10	P1276092-RECORD-KEY	GROUP	3	3	11	9
15	P1276093-PROV-NUMBER	GROUP	4	3	11	9
20	P1276024-PROV-BASE-NUMBER					
		9 (7)	5	3	9	7
20	P1276024-PROV-LOCATION					
		99	6	10	11	2
10	P1276092-ALTERNATE-INDEX-1	GROUP	7	12	25	14
15	P1276013-PROV-EMPLR-IDENT-NUM					
		9 (9)	8	12	20	9
15	P1276033-PROV-NUMBER					
		9 (9)	9	21	25	5
10	P1276092-ALTERNATE-INDEX-2	GROUP	10	26	65	40
15	P1276013-PROV-SORT-NAME					
		X (35)	11	26	60	35
15	P1276033-PROV-NUMBER					
		9 (9)	12	61	65	5
10	P1276092-ALTERNATE-INDEX-3	GROUP	13	66	79	14
15	P1276013-PROV-LICENSE-NUM					
		X (9)	14	66	74	9
15	P1276033-PROV-NUMBER					
		9 (9)	15	75	79	5
10	P1276092-ALTERNATE-INDEX-6	GROUP	16	80	88	9
15	P1276013-PROV-COUNTY-CODE					
		99	17	80	81	2
15	P1276093-ALTERNATE-INDEX-4	GROUP	18	82	88	7
20	P1276014-PROV-TYPE	XX	19	82	83	2
20	P1276034-PROV-NUMBER					
		9 (9)	20	84	88	5
10	P1276092-ALTERNATE-INDEX-5	GROUP	21	89	95	7
15	P1276013-PROV-COUNTY-CODE					
		99	22	89	90	2
15	P1276033-PROV-NUMBER					
		9 (9)	23	91	95	5
10	P1276092-ALTERNATE-INDEX-7	GROUP	24	96	109	14
15	P1276013-PROV-SS-NUM					
		9 (9)	25	96	104	9
15	P1276033-PROV-NUMBER					
		9 (9)	26	105	109	5
10	P1276092-ALTERNATE-INDEX-8	GROUP	27	110	124	15
15	P1276013-PROV-NPI					
		X (10)	28	110	119	10
15	P1276033-PROV-NUMBER					
		9 (9)	29	120	124	5
10	P1276092-ALTERNATE-INDEX-9	GROUP	30	125	136	12
15	P1276013-PROV-NCPDP					
		X (7)	31	125	131	7
15	P1276033-PROV-NUMBER					
		9 (9)	32	132	136	5
10	P1276012-DEA-NUMBER					
		X (9)	33	137	145	9
10	P1276032-DATE-OF-LAST-TRANS					
		S9 (5)	34	146	148	3
10	P1276032-USER-IDENTIFICATION					

**Maximization of Third Party Liability Recoveries for the State  
of Maryland**  
**Solicitation #: 20-18315**

**RFP Document**

	999	35	149	150	2
10 P1276092-OCCURRENCE-COUNTERS	GROUP	36	151	174	24
15 P1276023-NUM-PROV-ADDRESS	9	37	151	151	1
15 P1276023-NUM-PROV-SPEC-CODES	9	38	152	152	1
15 P1276033-PROV-ENROL-PERIODS	S9	39	153	153	1
15 P1276033-NUM-CAT-SVC-DATA	S999	40	154	155	2
15 P1276033-NUM-PROV-GROUPS	S999	41	156	157	2
15 P1276033-NUM-INTERMED-GROUPS	S9 (5)	42	158	160	3
15 P1276033-PROV-CHARGE-DATA-CTR	S999	43	161	162	2
15 P1276033-NUM-HOLD-REVIEW-DATA	S999	44	163	164	2
15 P1276033-NUM-CLASSIF-CODES	S999	45	165	166	2
15 P1276033-NUM-PROV-IN-GROUP	S9 (5)	46	167	169	3
15 P1276033-NUM-INTERMED-MEMBERS	S9 (5)	47	170	172	3
15 P1276032-PROV-MC-IND	S999	48	173	174	2
10 P1276012-PROV-NAME	X (35)	49	175	209	35
10 P1276012-OUT-OF-STATE-PROV-CD	X	50	210	210	1
10 P1276032-PROV-TELE-NUM	9 (10)	51	211	216	6
10 P1276032-PROV-LICENSE-DATE	S9 (5)	52	217	219	3
10 P1276032-PROV-LIC-EXPIRE-DATE	S9 (5)	53	220	222	3
10 P1276032-PROV-APPL-DATE	S9 (5)	54	223	225	3
10 P1276092-RECOUPMENT-DATA	GROUP	55	226	247	22
15 P1276033-RECOUPMENT-AMOUNT	S9 (7) V99	56	226	230	5
15 P1276013-ADJUSTMENT-REASON	XX	57	231	232	2
15 P1276033-MAX-CHK-BAL-DED-AMT	S9 (7) V99	58	233	237	5
15 P1276033-MAX-CHK-BAL-DED-PCT	S9V99	59	238	239	2
15 P1276033-PROV-NON-REC-ADV	S9 (7) V99	60	240	244	5
15 P1276033-PROV-REC-ON-AFT-DT	S9 (5)	61	245	247	3
10 P1276092-CREDIT-BAL-DATA	GROUP	62	248	255	8
15 P1276033-CREDIT-BAL-AMT	S9 (7) V99	63	248	252	5
15 P1276033-CREDIT-BALANCE-DATE	S9 (5)	64	253	255	3
10 P1276092-LEVY-DATA	GROUP	65	256	308	53
15 P1276033-LIEN-HOLDER-PROV-NUM	9 (9)	66	256	260	5
15 P1276033-LIEN-DATE	S9 (5)	67	261	263	3
15 P1276033-PROV-LIEN-WH-DATE	S9 (5)	68	264	266	3
15 P1276033-LIEN-AMOUNT-PAID	S9 (7) V99	69	267	271	5
15 P1276033-LIEN-AMOUNT	S9 (7) V99	70	272	276	5

**Maximization of Third Party Liability Recoveries for the State  
of Maryland**  
**Solicitation #: 20-18315**

**RFP Document**

15	P1276033-LIEN-DEDUCT-AMOUNT	S9(7)V99	71	277	281	5
15	P1276033-LIEN-DEDUCT-PERCENT	S9V99	72	282	283	2
15	P1276033-FED-HOLD-PROV-NUM	9(9)	73	284	288	5
15	P1276013-PROV-FED-ADJ-RSN	XX	74	289	290	2
15	P1276013-PROV-ST-ADJ-RSN	XX	75	291	292	2
15	P1276033-FED-LIEN-AMT	S9(7)V99	76	293	297	5
15	P1276033-PROV-FED-LIEN-DATE	S9(5)	77	298	300	3
15	P1276033-FED-FIRST-WITHHELD	S9(5)	78	301	303	3
15	P1276033-FED-LIEN-AMT-PAID	S9(7)V99	79	304	308	5
10	P1276012-PROV-REMARKS	X(70)	80	309	378	70
10	P1276032-PROV-FIN-USER-ID	999	81	379	380	2
10	P1276032-PROV-FIN-LST-TRAN	S9(5)	82	381	383	3
10	P1276012-PROV-CST-STLMT	X	83	384	384	1
10	P1276032-BANK-RT-NUM	9(9)	84	385	389	5
10	P1276032-BANK-ACCT-NUM	9(11)	85	390	395	6
10	P1276032-PREV-PROV-NUMBER	9(9)	86	396	400	5
10	P1276032-NEW-PROV-NUMBER	9(9)	87	401	405	5
10	P1276012-TYPE-PRACTICE-ORGAN	XX	88	406	407	2
10	P1276012-PROV-OWNERSHIP-CODE	X	89	408	408	1
10	P1276012-MEDICAID-AGREE-IND	X	90	409	409	1
10	P1276012-BILL-AGENT-AGREE-IND	X	91	410	410	1
10	P1276012-PROV-TEST-IND	X	92	411	411	1
10	P1276012-PROV-REMIT-SEQ	X	93	412	412	1
10	P1276012-PROV-PRINT-SUSP-IND	X	94	413	413	1
10	P1276012-PROV-PAYMENT-METHOD	X	95	414	414	1
10	P1276032-PROV-YEAR-END-DATE	S9(5)	96	415	417	3
10	P1276012-INTM-TAPE-RECFM	X	97	418	418	1
10	P1276012-INTM-TAPE-BPI	X	98	419	419	1
10	P1276012-PROV-REMIT-MEDIA	X	99	420	420	1
10	P1276012-PROV-CORRESP-MEDIA	X	100	421	421	1
10	P1276012-PHARM-AUDIT-DISCREP	X	101	422	422	1
10	P1276032-PHARM-AUDIT-DATE	S9(5)	102	423	425	3
10	P1276012-PROV-DELETE-IND	X	103	426	426	1
10	P1276012-MCAR-PART-IND	X	104	427	427	1
10	P1276012-PROV-REMIT-ADDR-IND	X	105	428	428	1
10	P1276012-PROV-CHECK-ADDR-IND	X	106	429	429	1
10	P1276012-PROV-CORRES-ADDR-IND	X	107	430	430	1



**Maximization of Third Party Liability Recoveries for the State  
of Maryland**  
**Solicitation #: 20-18315**

**RFP Document**

10	P1276012-PROV-ASAP-IND	X	108	431	431	1
10	P1276012-PROV-TAPE-IND	X	109	432	432	1
10	P1276012-PROV-BISYNCH-IND					
		X	110	433	433	1
10	P1276012-PROV-POS-IND	X	111	434	434	1
10	P1276092-PROV-BED-DATA	GROUP	112	435	458	24
15	P1276033-PROV-BED-EFFECT-DATE					
		S9(5)	113	435	437	3
15	P1276033-NUM-BEDS-TOTAL					
		S9(5)	114	438	440	3
15	P1276033-NUM-BEDS-INTER					
		S9(5)	115	441	443	3
15	P1276033-NUM-BEDS-MR	S9(5)	116	444	446	3
15	P1276033-NUM-BEDS-SKILLED					
		S9(5)	117	447	449	3
15	P1276033-NUM-BEDS-OTHER					
		S9(5)	118	450	452	3
15	P1276033-NUM-BEDS-INPATIENT					
		S9(5)	119	453	455	3
15	P1276033-NM-BEDS-CH	S9(5)	120	456	458	3
10	P1276013-PROV-1099	X	121	459	459	1
10	P1276033-PROV-CLIA	X(10)	122	460	469	10
10	P1276033-PROV-LAB-PERMIT	X(10)	123	470	479	10
10	P1276013-PROV-EXP-RATE-IND					
		X	124	480	480	1
10	P1276033-PROV-RATE-RED-PCT					
		S9V99	125	481	482	2
10	P1276033-PROV-RATE-RED-DT					
		S9(5)	126	483	485	3
10	P1276033-PROV-SPEC-CODE	S999	127	486	487	2
10	P1276033-PROV-CREAT-DT	S9(5)	128	488	490	3
10	P1276033-PROV-ENROL-STAT-CD					
		XX	129	491	492	2
10	W1276033-PROV-HMO-TYPE-CAT					
		XX	130	493	494	2
10	P1276033-PROV-TAXONOMY	X(10)	131	495	504	10
10	P1276033-PROV-NPI-VERIFIED					
		X	132	505	505	1
10	P1276033-PROV-NPI-SOURCE	X	133	506	506	1
5	P1276091-VARIABLE-PORION	GROUP	134	507	2670	2164
10	P1276092-PROV-ADDRESS	GROUP	135	507	755	249
15	P1276093-PROV-ADDRESS(1) OCCURS 3 TIMES					
		GROUP	136	507	589	83
20	P1276014-ADDRESS-NUMBER-IND(1)					
		X	137	507	507	1
20	P1276014-PROV-ADDR-LINE-1(1)					
		X(28)	138	508	535	28
20	P1276014-PROV-ADDR-LINE-2(1)					
		X(28)	139	536	563	28
20	P1276014-PROV-CITY(1)					
		X(18)	140	564	581	18
20	P1276014-PROV-STATE(1)					
		XX	141	582	583	2
20	P1276034-PROV-ZIP-CODE(1)					
		S9(9)	142	584	588	5
20	P1276014-PROV-MC-REF(1)					
		X	143	589	589	1
10	P1276092-PROV-SPECIALTY-DATA					
		GROUP	144	756	827	72
15	P1276093-PROV-SPECIALTY-DATA(1) OCCURS 6 TIMES					
		GROUP	145	756	767	12
20	P1276014-PROV-SPEC-CODE(1)					

**Maximization of Third Party Liability Recoveries for the State  
of Maryland**  
**Solicitation #: 20-18315**

**RFP Document**

	S999	146	756	757	2
20	P1276034-PROV-SPEC-CERT-DATE (1)				
	S9 (5)	147	758	760	3
20	P1276014-PROV-SPEC-CERT-NUM (1)				
	X (6)	148	761	766	6
20	P1276014-PROV-PRIM-SPEC (1)				
	X	149	767	767	1
10	P1276092-PROV-ENROL-PERIODS				
	GROUP	150	828	862	35
15	P1276093-PROV-ENROL-PERIODS (1)	OCCURS 7 TIMES			
	GROUP	151	828	832	5
20	P1276014-PROV-ENROL-STAT-CD (1)				
	XX	152	828	829	2
20	P1276034-PROV-ENROL-STAT-DATE (1)				
	S9 (5)	153	830	832	3
10	P1276092-PROV-CAT-SVC-DATA				
	GROUP	154	863	1082	220
15	P1276093-PROV-CAT-SVC-DATA (1)	OCCURS 10 TIMES			
	GROUP	155	863	884	22
20	P1276034-PROV-BEGIN-SVC-DATE (1)				
	S9 (5)	156	863	865	3
20	P1276034-PROV-END-SVC-DATE (1)				
	S9 (5)	157	866	868	3
20	P1276094-PROV-CAT-OF-SVC-CODE (1)				
	GROUP	158	869	884	16
25	P1276015-PROV-CAT-OF-SVC-CODE (1,1)	OCCURS 8 TIMES			
	XX	159	869	870	2
10	P1276092-PROV-CHARGE-DATA				
	GROUP	160	1083	1946	864
15	P1276093-PROV-CHARGE-DATA (1)	OCCURS 72 TIMES			
	GROUP	161	1083	1094	12
20	P1276034-PROV-RATE-EFF-DATE (1)				
	S9 (5)	162	1083	1085	3
20	P1276034-PROV-RATE-END-DATE (1)				
	S9 (5)	163	1086	1088	3
20	P1276014-PROV-CHARGE-MODE (1)				
	X	164	1089	1089	1
20	P1276034-PROV-CHARGE-FACTOR (1)				
	S9 (6) V99	165	1090	1094	5
10	P1276092-HOLD-REVIEW-DATA				
	GROUP	166	1947	2060	114
15	P1276093-HOLD-REVIEW-DATA (1)	OCCURS 6 TIMES			
	GROUP	167	1947	1965	19
20	P1276034-HOLD-REVIEW-BEG-DATE (1)				
	S9 (5)	168	1947	1949	3
20	P1276034-HOLD-REVIEW-END-DATE (1)				
	S9 (5)	169	1950	1952	3
20	P1276014-HOLD-REVIEW-RNG-TYPE (1)				
	X	170	1953	1953	1
20	P1276094-HOLD-REVIEW-RANGE (1)				
	GROUP	171	1954	1965	12
25	P1276015-HOLD-REVIEW-RNG-LOW (1)				
	X (6)	172	1954	1959	6
25	P1276015-HOLD-REVIEW-RNG-HIGH (1)				
	X (6)	173	1960	1965	6
10	P1276092-PROV-CLASSIF-DATA				
	GROUP	174	2061	2510	450
15	P1276093-PROV-CLASSIF-DATA (1)	OCCURS 50 TIMES			
	GROUP	175	2061	2069	9
20	P1276034-PROV-CLASSIF-BEG-DT (1)				
	S9 (5)	176	2061	2063	3
20	P1276034-PROV-CLASSIF-END-DT (1)				

**Maximization of Third Party Liability Recoveries for the State  
of Maryland**  
**Solicitation #: 20-18315**

**RFP Document**

		S9 (5)	177	2064	2066	3
	20	P1276014-PROV-CLASSIF-CD (1)				
		XXX	178	2067	2069	3
10	P1276092-PROV-GROUP	GROUP	179	2511	2620	110
	15	P1276093-PROV-GROUP (1) OCCURS 10 TIMES				
		GROUP	180	2511	2521	11
	20	P1276034-PROV-GROUP (1)				
		9 (9)	181	2511	2515	5
	20	P1276034-PROV-GROUP-BEG-DATE (1)				
		S9 (5)	182	2516	2518	3
	20	P1276034-PROV-GROUP-END-DATE (1)				
		S9 (5)	183	2519	2521	3
10	P1276092-INTERMED-PROV-NUM					
		GROUP	184	2621	2670	50
	15	P1276033-INTERMED-PROV-NUM (1) OCCURS 10 TIMES				

## Appendix 4. – Connectivity to MDH File Exchange Systems

- 1) **CONNECT:DIRECT,**
- 2) **eMedicaid**

### 1) **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.

Vendors will establish connectivity via Connect Direct through ADC. ADC uses an I/P 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, we strongly recommend encryption using the Secure+ feature which is additional Connect:Direct software the vendor will need.

See Attachment M, N, and O for existing file exchange names and formats.

For more information go to:

<http://www.adc.state.md.us/filetransfer/connectdirect.asp>

### 2) **eMEDICAID**

Contractor will access eMedicaid, Maryland Medicaid's provider web portal to maintain provider network on MMIS.

To access eMedicaid go to: [www.emdhealthchoice.org](http://www.emdhealthchoice.org)

Click on 'Services for Medical Care Providers'.

Click on 'Web Service's User Guide.

**Appendix 5. – List of Hospitals**

**AD-HOC 7348**

**MARYLAND AND DISTRICT OF COLUMBIA HOSPITALS**

TYPE	NUMBER	NAME	CITY	STATE	ZIPCODE
1	4241649-00	DCA CAPITOL HILL LTAC LLC	WASHINGTON	DC	20002-6058
1	4241657-00	DCA HADLEY LTAC LLC	WASHINGTON	DC	20032-0000
1	6624014-00	GEORGE WASHINGTON UNIV HOSPITAL	WASHINGTON	DC	20037-0000
1	9500456-00	GEORGETOWN UNIV HOSP	WASHINGTON	DC	20007-0000
1	0052051-00	HOWARD UNIVERSITY HOSP	WASHINGTON	DC	20060-0000
1	0497088-00	MEDSTAR GEORGETOWN MED HOSPITAL INC	WASHINGTON	DC	20007-0000
1	4422741-00	NOT FOR PROFIT HOSPITAL CORP DBA	WASHINGTON	DC	20032-0000
1	0051454-00	PROVIDENCE HOSPITAL	WASHINGTON	DC	20017-0000
1	0051551-00	SIBLEY MEMORIAL HOSPITAL	WASHINGTON	DC	20016-0000
1	0050458-00	WASHINGTON HOSPITAL CTR	WASHINGTON	DC	20010-0000
1	4028244-00	ADVENTIST HEALTHCARE	ROCKVILLE	MD	20850-0000
1	4028252-00	ADVENTIST HEALTHCARE	TAKOMA PARK	MD	20912-0000
1	0002054-00	ANNE ARUNDEL MEDICAL CENTER	ANNAPOLIS	MD	21401-0000
1	7561750-00	ATLANTIC GENERAL HOSPITAL CORP	BERLIN	MD	21811-0000
1	0004456-00	BALTIMORE WASHINGTON MEDICAL CENTER	GLEN BURNIE	MD	21061-0000
1	0001759-00	BON SECOURS HOSPITAL	BALTIMORE	MD	21223-0000
1	0002151-00	CALVERT MEMORIAL HOSPITAL	PRINCE FREDERICK	MD	20678-0000
1	4049900-00	CARROLL HOSPITAL CENTER	WESTMINSTER	MD	21157-0000
1	0002658-00	CHESTER RIVER HOSPITAL DBA	CHESTERTOWN	MD	21620-0000
1	0003352-00	CIVISTA MEDICAL CENTER INC DBA	LA PLATA	MD	20646-0000
1	2876159-00	DIMENSIONS HEALTH CORP DBA LAUREL	LAUREL	MD	20707-9266
1	0688851-00	DOCTORS HOSPITAL INC	LANHAM	MD	20706-0000
1	0002852-00	EDWARD W MCCREADY MEM HOS	CRISFIELD	MD	21817-0000
1	0967751-00	FORT WASHINGTON MED CNT	FT WASHINGTON	MD	20744-0000
1	0002356-00	FREDERICK MEMORIAL HOSP	FREDERICK	MD	21701-0000
1	0002453-00	GARRETT COUNTY MEM HOSP	OAKLAND	MD	21550-0000
1	0007153-00	GOOD SAMARITAN HOSP ACUTE	BALTIMORE	MD	21239-0000
1	0004553-00	GREATER BALTIMORE MED CTR	BALTIMORE	MD	21204-0000
1	0001457-00	HARBOR HOSPITAL CENTER	BALTIMORE	MD	21225-0000
1	0002551-00	HARFORD MEMORIAL HOSPITAL	HAVRE DE GRACE	MD	21078-0000
1	4232518-00	HOLY CROSS HEALTH INC	GERMANTOWN	MD	20876-4070
1	0004359-00	HOLY CROSS HOSPITAL	SILVER SPRING	MD	20910-1483
1	1044044-00	HOWARD COUNTY GENERAL HOSP INC	COLUMBIA	MD	21044-0000
1	0935751-00	JAMES L KERNAN HOSPITAL	BALTIMORE	MD	21207-0000
1	3414752-00	JH BAYVIEW MEDICAL CENTER	BALTIMORE	MD	21224-0000

**Maximization of Third Party Liability Recoveries for the State  
of Maryland**  
**Solicitation #: 20-18315**

**RFP Document**

1	0000655-00	JOHNS HOPKINS HOSPITAL	BALTIMORE	MD	21287-1604
1	0000850-00	MARYLAND GENERAL HOSPITAL	BALTIMORE	MD	21201-0000
1	0000451-00	MEDSTAR FRANKLIN SQUARE HOSP INC	BALTIMORE	MD	21237-3998
1	0003158-00	MEDSTAR MONTGOMERY GENERAL	OLNEY	MD	20832-0000
1	4214684-00	MEDSTAR SOUTHERN MD HOSP CTR INC	CLINTON	MD	20735-3358
1	0003051-00	MEMORIAL HOSP AT EASTON	EASTON	MD	21601-2913
1	0000957-00	MERCY MEDICAL CENTER INC	BALTIMORE	MD	21202-0000
1	6621031-00	MERITUS MEDICAL CENTER	HAGERSTOWN	MD	21742-6710
1	3432751-00	NORTHWEST HOSPITAL CENTER	RANDALLSTOWN	MD	21133-0000
1	0003255-00	PENINSULA REGIONAL MED CT	SALISBURY	MD	21801-0000
1	0003450-00	PR GEORGES HOSP CTR ACUTE	CHEVERLY	MD	20785-0000
1	4023188-00	SHORE HEALTH SYSTEM INC DBA	CAMBRIDGE	MD	21613-0000
1	0001350-00	SINAI HOSPITAL OF BALTO	BALTIMORE	MD	21215-0000
1	0001155-00	ST AGNES HOSPITAL	BALTIMORE	MD	21229-0000
1	0003654-00	ST MARYS HOSPITAL	LEONARDTOWN	MD	20650-0527
1	0003751-00	SUBURBAN HOSPITAL	BETHESDA	MD	20814-0000
1	4219899-00	UMMC WPCC CARRUTHERS CLINIC	BALTIMORE	MD	21201-0000
1	0003859-00	UNION HOSP OF CECIL CO	ELKTON	MD	21921-0000
1	0001554-00	UNION MEMORIAL HOSPITAL	BALTIMORE	MD	21218-0000
1	4214234-00	UNIV OF MDST JOSEPH MED CTR LLC	TOWSON	MD	21204-7700
1	4190165-00	UNIVERSITY OF MD MEDICAL SYSTEM	BALTIMORE	MD	21201-0000
1	0004758-00	UPPER CHESAPEAKE MEDICAL CENTER	BEL AIR	MD	21014-0000
1	0003557-00	WESTERN MD HLTH SYSTEM CORP	CUMBERLAND	MD	21502-0000
3	4740351-00	NATIONAL REHAB HOSPITAL INC	WASHINGTON	DC	20010-2949
3	4070755-00	ADVENTIST REHABILITATION HOSP OF MD	ROCKVILLE	MD	20850-0000
3	2257858-00	DIMENSIONS HEALTH CORP DBA GREATER	LAUREL	MD	20707-0000
3	0008150-00	GOOD SAMARITAN ACUTE/REHAB HOSPITAL	BALTIMORE	MD	21239-0000
3	2825155-00	JAMES L KERNAN HOSP-REHAB	BALTO	MD	21207-0000
3	2411024-00	JOHNS HOPKINS COMPRE INPAT REHAB	BALTIMORE	MD	21205-0000
3	4122127-00	MEMORIAL HOSPITAL AT EASTON DBA	EASTON	MD	21601-0000
3	4208439-00	MERITUS MEDICAL CTR HOSPITAL REHAB	HAGERSTOWN	MD	21742-6710
3	4186966-00	REHABILITATION HOSP CORP OF AMERICA	SALISBURY	MD	21804-0000
3	4740556-00	SINAI ACUTE\REHAB HOSP	BALTIMORE	MD	21215-0000
3	0809659-00	UNION MEM ACUTE/REHAB	BALTIMORE	MD	21218-0000

**Appendix 6. - List of Long Term Care Facilities**

PROVIDER NUMBER	PROVIDER NAME	PROVIDER CITY	PROVIDER STATE	PROVIDER ZIPCODE
4231899-00	GRANT PARK SNF LLC	WASHINGTON	DC	20019-0000
4209133-00	ACC GREEN HOUSE RESIDENCES INC	BALTIMORE	MD	21218-0000
1984071-00	ALICE BYRD TAWES NURSING HOME	CRISFIELD	MD	21817-0000
4228774-00	ALICE OPERATOR LLC DBA AUTUMN LAKE	BALTIMORE	MD	21211-0000
4208391-00	ANCHORAGE SNF LLC	SALISBURY	MD	21801-0000
3006875-00	ARLINGTON WEST NURSING AND REHAB	BALTIMORE	MD	21215-0000
2675102-00	ASBURY SOLOMONS INC	SOLOMONS	MD	20688-0000
0320871-00	AUGSBURG LUTHERAN HOME	BALTIMORE	MD	21207-0000
4206771-00	AURORA SENIOR LIVING OF MANOKIN LLC	PRINCESS ANNE	MD	21853-0000
4204620-00	BALLENGER CREEK CENTER	FREDERICK	MD	21701-0000
4062043-00	BAY RIDGE HEALTH CARE CENTER	ANNAPOLIS	MD	21403-0000
4048750-00	BAYLEIGH CHASE INC	EASTON	MD	21601-3396
9411011-00	BEDFORD COURT	SILVER SPRING	MD	20906-0000
4061586-00	BEL AIR HEALTH & REHAB CENTER	BEL AIR	MD	21014-0000
4144287-00	BEL PRE LEASING CO LLC	SILVER SPRING	MD	20906-0000
4061543-00	BETHESDA HEALTH & REHAB CNTR	BETHESDA	MD	20814-0000
0117072-00	BEVERLY ENTERPRISES-MD INC	CUMBERLAND	MD	21502-0000
0681075-00	BEVERLY ENTERPRISES-MD INC	WESTMINSTER	MD	21157-0000
4208374-00	BLUE POINT SNF LLC	BALTIMORE	MD	21215-0000
4215885-00	BRADDOCK HEIGHTS HEALTHCARE LLC	BRADDOCK HEIGHTS	MD	21714-0318
5598028-00	BRADFORD OAKS CENTER	CLINTON	MD	20735-0000
4144325-00	BRIDGEPARK HEALTHCARE CENTER	BALTIMORE	MD	21207-0000
4034066-00	BRIGHTON GARDENS OF TUCKERMAN LANE	ROCKVILLE	MD	20852-0000
4074041-00	BRINTON WOODS NURSING & REHAB CTR	SYKESVILLE	MD	21784-0000
4115635-00	BRINTON WOODS POST ACUTE CARE CTR	BALTIMORE	MD	21206-0000
1551671-00	BROOKE GROVE REHAB & NURSING	SANDY SPRING	MD	20860-0000
4113543-00	BUCKINGHAMS CHOICE INC	ADAMSTOWN	MD	21710-0000
0432971-00	CALVERT COUNTY NURSING CENTER	PRINCE FREDERICK	MD	20678-0000
4228651-00	CALVERT MANOR HEALTHCARE CENTER LLC	RISING SUN	MD	21911-0000
1245015-00	CALVERT MEMORIAL TRANS CARE UNIT	PRINCE FREDERICK	MD	20678-0000
4240049-00	CAROLINE NURSING AND REHAB CTR LLC	DENTON	MD	21629-0000
0634174-00	CARROLL LUTHERAN VILLAGE HEALTHCARE	WESTMINSTER	MD	21158-0000
4204611-00	CATON MANOR	BALTIMORE	MD	21229-4610
4139801-00	CATONSVILLE COMMONS	BALTIMORE	MD	21228-4413
0870072-00	CHARLES COUNTY NURSING & REHAB CTR	LA PLATA	MD	20646-0000
0343978-00	CHARLESTOWN COMMUNITY INC	CATONSVILLE	MD	21228-0000
7142021-00	CHARLOTTE HALL VETERANS HOME	CHARLOTTE HALL	MD	20622-0000

<b>PROVIDER NUMBER</b>	<b>PROVIDER NAME</b>	<b>PROVIDER CITY</b>	<b>PROVIDER STATE</b>	<b>PROVIDER ZIPCODE</b>
3673006-00	CHERRY LANE NURSING CENTER	LAUREL	MD	20708-0000
4139810-00	CHESAPEAKE WOODS CENTER	CAMBRIDGE	MD	21613-1414
4229215-00	CHESTERTOWN OPERATOR LLC DBA AUTUMN	CHESTERTOWN	MD	21620-1310
1245074-00	CITIZENS NURSING HOME	HAVRE DE GRACE	MD	21078-0000
4111150-00	CLINTON NURSING LLC	CLINTON	MD	20735-0000
2172470-00	COFFMAN NURSING HOME INC	HAGERSTOWN	MD	21742-0000
1553275-00	COLLINGSWOOD NURSING & REHAB CENTER	ROCKVILLE	MD	20850-0000
1600273-00	COLLINGTON EPISCOPAL LIFE CARE	MITCHELLVILLE	MD	20716-0000
0610071-00	COPPER RIDGE NURSING HOME INC	SYKESVILLE	MD	21784-0000
4139844-00	CORSICA HILLS CENTER	CENTREVILLE	MD	21617-0050
3003671-00	CRAWFORD RETREAT INC	BALTIMORE	MD	21216-0000
0881015-00	CRESCENT CITIES CENTER	RIVERDALE	MD	20737-0000
0217972-00	CROFTON CONVALES CENTER	CROFTON	MD	21114-0000
4139836-00	CROMWELL CENTER	BALTIMORE	MD	21234-3504
3500179-00	DEERS HEAD NURS CENTER	SALISBURY	MD	21801-0000
1143379-00	DENNETT ROAD MANOR INC	OAKLAND	MD	21550-0000
4239555-00	DEVLIN MANOR NURS AND REHAB CTR LLC	CUMBERLAND	MD	21502-0000
0286001-00	EGLE NURSING HOME	LONACONING	MD	21539-0000
4161220-00	ENVOY OF DENTON LLC	DENTON	MD	21629-3055
4161238-00	ENVOY OF PIKESVILLE LLC	PIKESVILLE	MD	21208-4118
2172879-00	FAHRNEY KEEDY MEMORIAL HOME	BOONSBORO	MD	21713-0000
5532060-00	FAIRLAND CENTER	SILVER SPRING	MD	20904-0000
4144244-00	FAYETTE LEASING CO LLC	BALTIMORE	MD	21223-0000
4243471-00	FCOC LLC	BALTIMORE	MD	21133-5196
4231805-00	FOREST HAVEN NURS AND REHAB CTR LLC	CATONSVILLE	MD	21228-0000
4239270-00	FOX CHASE REHABILITATION & NURS CTR	SILVER SPRING	MD	20910-0000
0301779-00	FRANKLIN WOODS CENTER	BALTIMORE	MD	21237-0000
1039571-00	FREDERICK COUNTY MARYLAND	FREDERICK	MD	21702-0000
1226274-00	FREDERICK VILLA NURSING AND REHAB	CATONSVILLE	MD	21228-0000
1555171-00	FRIENDS NURSING HOME INC	SANDY SPRING	MD	20860-0000
4112334-00	FROSTBURG VILLAGE	FROSTBURG	MD	21532-2009
0321672-00	FUTURE CARE CHERRYWOOD	REISTERSTOWN	MD	21136-0000
0217671-00	FUTURE CARE CHESAPEAKE	ARNOLD	MD	21012-0000
4227824-00	FUTURE CARE COURTLAND LLC	BALTIMORE	MD	21208-0000
8428255-00	FUTURE CARE HOMEWOOD	BALTIMORE	MD	21218-0000
4004507-00	FUTURE CARE IRVINGTON LLC	BALTIMORE	MD	21229-0000
1600770-00	FUTURE CARE PINEVIEW	CLINTON	MD	20735-0000
1970003-00	FUTURECARE CANTON	BALTIMORE	MD	21224-0000
4006852-00	FUTURECARE CHARLES VILLAGE LLC	BALTIMORE	MD	21218-0000
4136772-00	FUTURECARE NORTH POINT	BALTIMORE	MD	21224-0000



<b>PROVIDER NUMBER</b>	<b>PROVIDER NAME</b>	<b>PROVIDER CITY</b>	<b>PROVIDER STATE</b>	<b>PROVIDER ZIPCODE</b>
3006972-00	FUTURECARE SANDTOWN	BALTIMORE	MD	21217-0000
1550608-00	GARRETT COUNTY MEMORIAL HOSPITAL	OAKLAND	MD	21550-0000
5562198-00	GLADE VALLEY CENTER	WALKERSVILLE	MD	21793-0000
1057006-00	GLEN MEADOWS RETIREMENT COMMUNITY	GLEN ARM	MD	21057-0000
4098048-00	GOLDEN LIVING CENTER-FREDERICK	FREDERICK	MD	21701-0000
2173077-00	GOLDEN LIVING CTR-HAGERSTOWN	HAGERSTOWN	MD	21740-0000
1143671-00	GOODWILL MENNONITE HOME	GRANTSVILLE	MD	21536-0000
7452101-00	GREATER BALTIMORE MEDICAL CENTER	BALTIMORE	MD	21204-0000
4242963-00	GSNH OPERATOR LLC	BALTIMORE	MD	21239-3004
4139852-00	HAMMONDS LANE CENTER	BROOKLYN PARK	MD	21225-3351
4206185-00	HARFORD ROAD HEALTH CARE LLC	BALTIMORE	MD	21214-0000
2378078-00	HARTLEY HALL NURSING HOME INC	POCOMOKE CITY	MD	21851-1206
4135130-00	HEARTLAND OF ADELPHI MD LLC DBA	ADELPHI	MD	20783-0000
4135164-00	HEARTLAND OF HYATTSVILLE MD LLC	HYATTSVILLE	MD	20783-0000
1555570-00	HEBREW HOME OF GREATER WASHINGTON	ROCKVILLE	MD	20852-0000
4139861-00	HERITAGE CENTER	DUNDALK	MD	21222-1260
1549375-00	HERMAN M WILSON HEALTH CARE	GAITHERSBURG	MD	20877-0000
1665570-00	HILLHAVEN NURSING CENTER	ADELPHI	MD	20783-0000
4140681-00	HOLLY HILL NURSING LLC	TOWSON	MD	21286-7607
8521255-00	HOMEWOOD AT CRUMLAND FARMS	FREDERICK	MD	21702-0000
2174472-00	HOMEWOOD AT WILLIAMSPORT MD INC	WILLIAMSPORT	MD	21795-0000
4139879-00	HOMEWOOD CENTER	BALTIMORE	MD	21212-2922
4144279-00	HOWARD LEASING CO LLC	GLEN BURNIE	MD	21060-0000
4239580-00	JULIA MANOR NURS AND REHAB CTR LLC	HAGERSTOWN	MD	21740-0000
4111176-00	KENSINGTON NURSING LLC	KENSINGTON	MD	20895-0000
1396170-00	KESWICK MULTICARE CENTER	BALTIMORE	MD	21211-0000
4207131-00	KING FARM PRESBYTERIAN RET COMM INC	ROCKVILLE	MD	20850-5728
4139909-00	LA PLATA CENTER	LA PLATA	MD	20646-9357
1689371-00	LARKIN CHASE NURSING & RESTORATIVE	BOWIE	MD	20716-0000
4240863-00	LAUREL LEASING CO LLC	ELKTON	MD	21921-5328
4139828-00	LAYHILL CENTER	SILVER SPRING	MD	20906-2423
1396277-00	LEVINDALE HEBREW NURSING HOME	BALTIMORE	MD	21215-0000
0327077-00	LITTLE SISTERS OF POOR	BALTIMORE	MD	21228-0000
4144295-00	LIVINGSTON LEASING CO LLC	FT WASHINGTON	MD	20744-0000
4139682-00	LOCH RAVEN CENTER	BALTIMORE	MD	21234-3504
4075994-00	LOCHEARN NURSING HOME LLC	BALTIMORE	MD	21215-0000
4139691-00	LONG GREEN CENTER	BALTIMORE	MD	21212-2945
4238991-00	LONG VIEW HEALTHCARE CENTER LLC	MANCHESTER	MD	21102-0000
4079027-00	LORIEN HARFORD INC	BEL AIR	MD	21015-0000
4187601-00	LORIEN HOWARD INC	ELLCOTT CITY	MD	21042-0000

<b>PROVIDER NUMBER</b>	<b>PROVIDER NAME</b>	<b>PROVIDER CITY</b>	<b>PROVIDER STATE</b>	<b>PROVIDER ZIPCODE</b>
4116593-00	LORIEN LIFE CENTER BALTO CO INC	TIMONIUM	MD	21093-0000
4215206-00	LORIEN LIFE CENTER HARFORD II INC	HAVRE DE GRACE	MD	21078-2209
4210310-00	LORIEN LIFE CENTER HOWARD II INC	ELKRIDGE	MD	21075-6443
2153700-00	LORIEN MT AIRY	MT AIRY	MD	21771-0000
1340077-00	LORIEN NURSING & CONVALESCENT HOME	COLUMBIA	MD	21044-0000
1200071-00	LORIEN RIVERSIDE NURSING & REHAB	BELCAMP	MD	21017-9999
4052595-00	LORIEN TANEYTOWN INC	TANEYTOWN	MD	21787-0000
4129890-00	LP CAMBRIDGE LLC DBA SIGNATURE HLTH	CAMBRIDGE	MD	21613-0000
4129881-00	LP LEXINGTON PARK LLC	LEXINGTON PARK	MD	20653-1203
4129237-00	M M SYKESVILLE LLC	SYKESVILLE	MD	21784-0000
8189897-00	MAGNOLIA GARDENS LIMITED LIA CO	LANHAM	MD	20706-0000
4135172-00	MANOR CARE OF BETHESDA MD LLC	BETHESDA	MD	20817-0000
4135113-00	MANOR CARE OF CHEVY CHASE MD LLC	CHEVY CHASE	MD	20815-0000
4135229-00	MANOR CARE OF POTOMAC MD LLC	POTOMAC	MD	20854-0000
4135237-00	MANOR CARE OF SILVER SPRING MD LLC	SILVER SPRING	MD	20904-0000
4135083-00	MANOR CARE OF TOWSON LLC	TOWSON	MD	21286-0000
4135067-00	MANOR CARE OF WHEATON MD LLC	WHEATON	MD	20902-0000
4135105-00	MANOR CARE-DULANEY MD LLC	TOWSON	MD	21204-0000
4135091-00	MANOR CARE-LARGO MD LLC	LARGO	MD	20772-0000
4135211-00	MANOR CARE-ROLAND PARK MD LLC	BALTIMORE	MD	21209-0000
4135199-00	MANOR CARE-ROSSVILLE MD LLC	BALTIMORE	MD	21237-0000
4135181-00	MANOR CARE-RUXTON MD LLC	TOWSON	MD	21204-0000
4135075-00	MANOR CARE-WOODBRIDGE VALLEY MD LLC	CATONSVILLE	MD	21228-0000
2885000-00	MARIA HEALTH CARE CENTER INC	BALTIMORE	MD	21212-1099
4144317-00	MARLBORO LEASING CO LLC	FORESTVILLE	MD	20747-0000
3011879-00	MARYLAND BAPTIST AGED HOME	BALTIMORE	MD	21216-0000
5667101-00	MERCY TRANSITIONAL CARE SRVCS INC	BALTIMORE	MD	21202-2165
4013310-00	MID ATLANTIC LTC LLC	BERLIN	MD	21811-0000
4079493-00	MID-ATLANTIC NURSING HOME OF	OAKLAND	MD	21550-0000
4149696-00	MID-ATLANTIC OF CHAPEL HILL LLC	RANDALLSTOWN	MD	21133-0000
4166531-00	MID-ATLANTIC OF CUMBERLAND LLC	CUMBERLAND	MD	21502-0000
4113705-00	MID-ATLANTIC OF FAIRFIELD LLC	CROWNSVILLE	MD	21032-0000
4231813-00	MID-ATLANTIC OF WALDORF LLC	WHITE PLAINS	MD	20695-0000
4162269-00	MILFORD MANOR CORPORATION	BALTIMORE	MD	21208-0000
4026420-00	MONTGOMERY VILLAGE HEALTH CARE CTR	MONTGOMERY VILLAGE	MD	20866-0000
4239563-00	MORAN MANOR NURS & REHAB CTR LLC	WESTERNPORT	MD	21562-0000
4111460-00	NMS HEALTHCARE OF HAGERSTOWN LLC	HAGERSTOWN	MD	21742-1638
4146239-00	NMS HEALTHCARE OF HYATTSVILLE LLC	HYATTSVILLE	MD	20782-0000
4220323-00	NMS HEALTHCARE OF SILVER SPRING LLC	SILVER SPRING	MD	20902-0000
4235681-00	NMS HEALTHCARE OF SPRINGBROOK LLC	SILVER SPRING	MD	20904-0000

<b>PROVIDER NUMBER</b>	<b>PROVIDER NAME</b>	<b>PROVIDER CITY</b>	<b>PROVIDER STATE</b>	<b>PROVIDER ZIPCODE</b>
4061624-00	NORTH ARUNDEL HLTH & REHAB CNTR	GLEN BURNIE	MD	21061-0000
4239571-00	NORTHAMPTON MANOR NURS & REHAB CTR	FREDERICK	MD	21701-0000
5324858-00	NORTHWEST HOSPITAL CENTER SUBACUTE	RANDALLSTOWN	MD	21133-0000
4208366-00	NORTHWEST SNF LLC	BALTIMORE	MD	21215-0000
1895419-00	OAK CREST VILLAGE CARE CENTER	BALTIMORE	MD	21234-0000
4214994-00	OAKVIEW SNF LLC	SILVER SPRING	MD	20910-0000
4216768-00	OAKWOOD REHAB AND NURSING LLC	MIDDLE RIVER	MD	21220-0000
4061608-00	PATUXENT RIVER HEALTH AND REHAB CTR	LAUREL	MD	20707-0000
0868019-00	PENINSULA REGIONAL-GENESIS ELDER	SALISBURY	MD	21286-8516
0320072-00	PICKERSGILL INC	TOWSON	MD	21204-0000
0636070-00	PLEASANT VIEW NURSING HOME 2	MOUNT AIRY	MD	21771-0000
1559176-00	POTOMAC VALLEY NURSING WELLNESS CTR	ROCKVILLE	MD	20850-0000
4216997-00	RAVENWOOD NURSING CARE CENTER	HAGERSTOWN	MD	21740-0000
4112580-00	REEDERS MEMORIAL HOME	BOONSBORO	MD	21713-1203
3000991-00	REGENCY CARE OF SILVER SPRING LLC	SILVER SPRING	MD	20910-2152
4073355-00	RIDERWOOD VILLAGE	SILVER SPRING	MD	20904-0000
4144261-00	RIDGE MD LEASING CO LLC	ELLCOTT CITY	MD	21043-0000
0329274-00	RIDGEWAY MANOR NURSING AND	CATONSVILLE	MD	21228-0000
4140770-00	RIVERVIEW SNF LLC DBA RIVERVIEW	BALTIMORE	MD	21221-0000
1559974-00	ROCKVILLE NURSING HOME	ROCKVILLE	MD	20850-0000
1667378-00	SACRED HEART HOME INC	HYATTSVILLE	MD	20782-0000
0417009-00	SANCTUARY AT HOLY CROSS	BURTONSVILLE	MD	20866-1715
4192761-00	SILVER SPRING HEALTH LLC	SILVER SPRING	MD	20901-0000
4038533-00	SNOW HILL NURSING & REHAB LLC	SNOW HILL	MD	21863-0000
0439975-00	SOLOMONS NURSING CENTER	SOLOMONS	MD	20688-0000
4206291-00	SSC ANNAPOLIS OPERATING COMPANY LLC	ANNAPOLIS	MD	21401-7122
4061535-00	SSC BALTIMORE OPERTING COMPANY LLC	BALTIMORE	MD	21206-0000
4061578-00	SSC CATONSVILLE OPERATING COMP LLC	CATONSVILLE	MD	21228-0000
4061560-00	SSC FOREST HILL OPERATING COMP LLC	FOREST HILL	MD	21050-0000
4061594-00	SSC GLEN BURNIE OPERATING COMP LLC	GLEN BURNIE	MD	21060-0000
4061527-00	SSC SILVER SPRING OPERATING COM LLC	SILVER SPRING	MD	20902-0000
3008274-00	ST ELIZABETH REHAB & NURS CTR	BALTIMORE	MD	21227-0000
0330477-00	ST JOSEPH NURSING HOME	CATONSVILLE	MD	21228-0000
1010077-00	ST JOSEPH'S MINISTRIES INC	EMMITSBURG	MD	21727-0000
6955029-00	ST MARY'S NURSING CENTER INC	LEONARDTOWN	MD	20650-0000
9602003-00	STELLA MARIS INC	TIMOMONIUM	MD	21093-0000
0117676-00	THE LIONS CENTER FOR REHABILITATION	CUMBERLAND	MD	21502-0000
1557572-00	THE NATL LUTH HOME AND VIL AT ROCK	ROCKVILLE	MD	20850-0000
4239181-00	TRANSITIONS HEALTHCARE ELKTON LLC	ELKTON	MD	21921-0000
1447475-00	UNIV OF MD SHORE NURSING AND	CHESTERTOWN	MD	21620-0000

<b>PROVIDER NUMBER</b>	<b>PROVIDER NAME</b>	<b>PROVIDER CITY</b>	<b>PROVIDER STATE</b>	<b>PROVIDER ZIPCODE</b>
4215532-00	VILLA ROSA NURS AND REHAB CTR LLC	MITCHELLVILLE	MD	20721-0000
4144252-00	WASHINGTON MD LEASING CO LLC	EDGEWATER	MD	21037-0000
4139895-00	WAUGH CHAPEL CENTER	GAMBRILLS	MD	21054-0000
3500276-00	WESTERN MARYLAND CENTER	HAGERSTOWN	MD	21740-0000
3337600-00	WESTERN MARYLAND HLTH SYS FROSTBURG	FROSTBURG	MD	21532-0000
4232844-00	WESTGATE HILLS OPERATOR LLC	BALTIMORE	MD	21229-0000
2286874-00	WICOMICO NURSING HOME	SALISBURY	MD	21801-0000
2176076-00	WILLIAMSPORT NURSING HOME	WILLIAMSPORT	MD	21795-0000
4139712-00	1801 WENTWORTH ROAD OPERATIONS LLC	BALTIMORE	MD	21234-6128
4139721-00	24 TRUCKHOUSE ROAD OPERATIONS LLC	SEVERNA PARK	MD	21146-1762
4139739-00	35 MILKSHAKE LANE OPERATIONS LLC	ANNAPOLIS	MD	21403-1507
4139763-00	4140 OLD WASHINGTON HIGHWAY OPS LLC	WALDORF	MD	20602-3221
4139798-00	515 BRIGHTFIELD ROAD OPERATIONS LLC	LUTHERVILLE	MD	21093-3643
4139755-00	610 DUTCHMANS LANE OPERATIONS LLC	EASTON	MD	21601-3346
5562180-00	7525 CARROLL AVENUE OPERATIONS LLC	TAKOMA PARK	MD	20912-5715
4139704-00	7700 YORK ROAD OPERATIONS LLC	TOWSON	MD	21204-7513
4204603-00	9109 LIBERTY ROAD OPERATIONS LLC	RANDALLSTOWN	MD	21133-3521
5621089-00	9701 MEDICAL CTR DR OPERATIONS LLC	ROCKVILLE	MD	20850-3326