



REQUEST FOR PROPOSALS

SOLICITATION NO. DHMH OPASS- 13-13295

Issue Date: January 25, 2013

Drug Use Review Analyses, Evaluations & Interventions for Maryland Medicaid Recipients

NOTICE

Prospective Offerors that have received this document from the Department of Health and Mental Hygiene's website or <https://emaryland.buyspeed.com>, or who have received this document from a source other than the Procurement Officer, and who wish to assure receipt of any changes or additional materials related to this RFP, should immediately contact the Procurement Officer and provide their name and mailing address so that addenda to the RFP or other communications can be sent to them.

Minority Business Enterprises Are Encouraged to Respond to this Solicitation

STATE OF MARYLAND
NOTICE TO OFFERORS/CONTRACTORS

In order to help us improve the quality of State solicitations, and to make our procurement process more responsive and business friendly, we ask that you take a few minutes and provide comments and suggestions regarding the enclosed solicitation. Please return your comments with your proposals. If you have chosen not to respond on this Contract, please fax this completed form to: (410) 333-5958 to the attention of the Procurement Officer.

Title: Drug Use Review Analyses, Evaluations & Interventions for Maryland Medicaid Recipients
Solicitation No: 13-13295

1. If you have responded with a “no response,” 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 Maryland Government is simply too complicated. (Explain in REMARKS section.)
- We cannot be competitive. (Explain in REMARKS section.)
- Time allotted for completion of the bid/proposals is insufficient.
- Start-up time is insufficient.
- Bonding/Insurance requirements are restrictive. (Explain in REMARKS section.)
- Bid/Proposals requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
- MBE 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 proposal, but wish offer suggestions or express concerns, please use the Remarks section below. (Attach additional pages as needed.)

REMARKS:

Offeror Name: _____ Date: _____

Contact Person: _____ Phone (____) _____ - _____

Address: _____

**STATE OF MARYLAND
DEPARTMENT OF HEALTH AND MENTAL HYGIENE
KEY INFORMATION SUMMARY SHEET**

Request for Proposals: Drug Use Review Analyses, Evaluations & Interventions for Maryland Medicaid Recipients

Solicitation Number: DHMH OPASS – 13-13295

Issue Date: January 25, 2013

RFP Issuing Office: Maryland Department of Health and Mental Hygiene
Office of Systems, Operations and Pharmacy

Procurement Officer: Sharon R. Gambrill, CPPB
201 W. Preston St., Room 416B
Baltimore, MD 21201
Phone: (410) 767-5816 Fax: (410) 333-5958
e-mail: sharon.gambrill@maryland.gov

Contract Officer Cathy Carter
(For DHMH internal purposes only)

Contract Monitor: Alex M. Taylor R.Ph.
Division Chief, Clinical Services Division
Maryland Medicaid Pharmacy Program
201 West Preston Street, Room 408-G
Baltimore, Maryland 21201-2399
Phone (410)767-5878 Fax (410) 333-5398
Email: alex.taylor@maryland.gov

Proposals are to be sent to: Maryland Department of Health and Mental Hygiene
201 West Preston Street, Room 416B
Baltimore, MD 21201
Attention: Sharon R. Gambrill, CPPB

Pre-Proposal Conference: February 4, 2013 @ 10:30 a.m., Local Time
Dept. of Health and Mental Hygiene
201 W. Preston Street, Conference Rm. L-1
Baltimore, Maryland 21201

Closing Date and Time: February 25, 2013 - 2:00 p.m. Local Time

MBE Subcontracting Goal: 10 %

Table of Contents

SECTION 1 - GENERAL INFORMATION.....	1
1.1 SUMMARY STATEMENT	1
1.2 ABBREVIATIONS AND DEFINITIONS.....	1
1.3 CONTRACT TYPE.....	3
1.4 CONTRACT DURATION.....	3
1.5 PROCUREMENT OFFICER.....	4
1.6 CONTRACT OFFICER	4
1.7 CONTRACT MONITOR	4
1.8 PRE-PROPOSAL CONFERENCE.....	5
1.9 eMARYLANDMARKETPLACE.....	5
1.10 QUESTIONS	5
1.11 PROPOSALS DUE (CLOSING) - DATE AND TIME.....	6
1.12 DURATION OF OFFER	6
1.13 REVISIONS TO THE RFP	6
1.14 CANCELLATIONS; DISCUSSIONS	7
1.15 ORAL PRESENTATION	7
1.16 INCURRED EXPENSES.....	7
1.17 ECONOMY OF PREPARATION.....	7
1.18 PROTESTS/DISPUTES.....	7
1.19 MULTIPLE OR ALTERNATE PROPOSALS.....	7
1.20 PUBLIC INFORMATION ACT NOTICE.....	7
1.21 OFFEROR RESPONSIBILITIES.....	8
1.22 MANDATORY CONTRACTUAL TERMS.....	8
1.23 BID/PROPOSAL AFFIDAVIT	8
1.24 CONTRACT AFFIDAVIT.....	8
1.25 MINORITY BUSINESS ENTERPRISE GOALS.....	9
1.26 COMPLIANCE WITH LAWS/ARREARAGES	10
1.27 PROCUREMENT METHOD.....	10
1.28 VERIFICATION OF REGISTRATION AND TAX PAYMENT	10
1.29 FALSE STATEMENTS	10
1.30 PAYMENTS BY ELECTRONIC FUNDS TRANSFER	11
1.31 LIVING WAGE REQUIREMENTS.....	11
1.32 PROMPT PAYMENT POLICY TO SUBCONTRACTORS	11
1.33 FEDERAL FUNDING ACKNOWLEDGEMENT	12
1.34 HIPAA - BUSINESS ASSOCIATE AGREEMENT	12
1.35 CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE	12
1.36 ELECTRONIC PROCUREMENTS AUTHORIZED.....	12
1.37 SUBSTITUTION OF PERSONNEL	14
1.38 NON-DISCLOSURE AGREEMENT	16
1.39 VETERAN-OWNED SMALL BUSINESS ENTERPRISE GOALS.....	16
1.40 CONFLICT MINERALS NOTICE	17
1.41 LOCATION OF THE PERFORMANCE OF SERVICES DISCLOSURE.....	17
1.42 INVESTMENT ACTIVITIES IN IRAN CERTIFICATION.....	17
SECTION 2 – OFFEROR MINIMUM QUALIFICATIONS	18
SECTION 3 – SCOPE OF WORK.....	19
3.1 PURPOSE AND BACKGROUND	19
3.2 SCOPE OF WORK - REQUIREMENTS.....	20
3.3 RETROSPECTIVE DUR ANALYSIS	21

3.4	DUR INTERVENTIONS.....	24
3.5	MANAGED CARE ORGANIZATION (MCO) PHARMACEUTICAL OVERSIGHT	24
3.6	MEDICAID RECIPIENT CORRECTIVE MANAGED CARE (LOCK-IN) PROGRAM	25
3.7	MAINTENANCE OF SUBSCRIPTIONS AND REFERENCES.....	26
3.8	ELECTRONIC FORMULARY SERVICES	26
3.9	IT SERVICES, DATA AND CONNECTIVITY	27
3.10	CONTINUING EDUCATION (CE) PROGRAMS	27
3.11	PROFESSIONAL STAFFING.....	28
3.12	END OF CONTRACT TRANSITION	30
3.13	REPORTS	31
3.14	MISCELLANEOUS REQUIREMENTS.....	33
3.15	SECURITY REQUIREMENTS	34
3.16	INVOICING AND PAYMENT TYPE	34
3.17	INSURANCE REQUIREMENTS.....	35
3.18	PROBLEM ESCALATION PROCEDURE.....	36
3.19	MBE REPORTS.....	37
SECTION 4 – PROPOSAL FORMAT.....		38
4.1	TWO PART SUBMISSION.....	38
4.2	PROPOSALS	38
4.3	DELIVERY	38
4.4	VOLUME I – TECHNICAL PROPOSAL.....	39
4.5	VOLUME II - FINANCIAL PROPOSAL	46
SECTION 5– EVALUATION CRITERIA AND SELECTION PROCEDURE		47
5.1	EVALUATION CRITERIA	47
5.2	TECHNICAL CRITERIA.....	47
5.3	FINANCIAL CRITERIA.....	48
5.4	RECIPROCAL PREFERENCE.....	48
5.5	SELECTION PROCEDURES.....	49
SECTION 6 - ATTACHMENTS.....		51
ATTACHMENT A – CONTRACT.....		53
ATTACHMENT B – BID/PROPOSAL AFFIDAVIT		66
ATTACHMENT C - CONTRACT AFFIDAVIT.....		71
ATTACHMENT D – MINORITY BUSINESS ENTERPRISE		74
ATTACHMENT E – PRE-PROPOSAL CONFERENCE RESPONSE FORM.....		87
ATTACHMENT F – FINANCIAL PROPOSAL INSTRUCTIONS & FINANCIAL PROPOSAL FORM 88		
ATTACHMENT G – LIVING WAGE REQUIREMENTS FOR SERVICE CONTRACTS.....		91
ATTACHMENT G-1 - MARYLAND LIVING WAGE AFFIDAVIT OF AGREEMENT		93
ATTACHMENT H – FEDERAL FUNDS ATTACHMENT		95
ATTACHMENT I – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE		102
ATTACHMENT J – BUSINESS ASSOCIATE AGREEMENT.....		103
ATTACHMENT J-1 - BREACH OF UNSECURED PROTECTED HEALTH INFORMATION		110
ATTACHMENT K - NON-DISCLOSURE AGREEMENT		111
ATTACHMENT L – LOCATION OF THE PERFORMANCE OF SERVICES DISCLOSURE.....		116
ATTACHMENT M – CERTIFICATION REGARDING INVESTMENTS IN IRAN		118
ATTACHMENT N – PHARMACY BENEFIT MANAGER PHONE # FOR MCOs		119
ATTACHMENT O – DUR POLICIES AND PROCEDURES		120
ATTACHMENT P – STANDARDS AND REPORTING REQUIREMENTS OF DRUG USE MANAGEMENT PROGRAMS.....		129
ATTACHMENT Q – DRUG USE REVIEW NOMINATION PACKAGE.....		138

ATTACHMENT R – MEDICAID DRUG UTILIZATION REVIEW (DUR) ANNUAL REPORT....	144
ATTACHMENT S – MARYLAND MEDICAID MENTAL HEALTH FORMULARY	173
ATTACHMENT T – SAMPLE NEWSLETTER WITH PREFERRED DRUG LIST	177
ATTACHMENT U – SPECIFICATIONS FOR EPOCRATES OR SIMILAR ON-LINE SERVICES	
178	
ATTACHMENT V – CORRECTIVE MANAGED CARE PROGRAM PHARMACIST	179
ATTACHMENT W – CONNECT:DIRECT	180
ATTACHMENT X – NUMBER OF FEE FOR SERVICE & ENCOUNTER DATA CLAIMS	
RECEIVED PER MONTH.....	181
ATTACHMENT Y – FILE INTERFACE SAMPLE.....	182
ATTACHMENT Z – FILE LAYOUTS FOR SPECIAL PROGRAMS.....	183
ATTACHMENT AA – FILE LAYOUTS FOR DIAGNOSIS, DRUG, PROCEDURE & RECIPIENT	
MASTER.....	184
ATTACHMENT BB – FILE LAYOUTS FOR ELIGIBILITY SPANS	187
ATTACHMENT CC – FILE LAYOUTS FOR HMO SPANS	188
ATTACHMENT DD – FILE LAYOUTS FOR ID LINK.....	189
ATTACHMENT EE – FILE LAYOUTS FOR INSTITUTIONAL MCO ENCOUNTER DATA	190
ATTACHMENT FF – FILE LAYOUTS FOR FEE-FOR-SERVICE CLAIMS.....	202
ATTACHMENT GG – FILE LAYOUTS FOR MEDICAL MCO ENCOUNTER DATA	207
ATTACHMENT HH – FILE LAYOUTS FOR MEDICAL FEE-FOR-SERVICE CLAIMS	218
ATTACHMENT II – FILE LAYOUTS FOR PHARMACY FEE-FOR-SERVICE CLAIMS	221
ATTACHMENT JJ – FILE LAYOUTS FOR PHARMACY MCO ENCOUNTER DATA.....	224
ATTACHMENT KK – PROVIDER ADDRESS, CATEGORY-OF-SERVICE, GROUP, MASTER &	
SPECIALITY FILES.....	232
ATTACHMENT LL – FILE LAYOUT FOR NURSING HOME FINANCIAL RESPONSIBILITY .	235
ATTACHMENT MM – MONTHLY STATUS REPORT FORMAT & CONTENT EXAMPLE.....	236

SECTION 1 - GENERAL INFORMATION

1.1 *Summary Statement*

- 1.1.1 The Maryland Department of Health and Mental Hygiene (DHMH), Office of Systems, Operations & Pharmacy (OSOP), is issuing this Request for Proposals to provide development, operation and management of the Drug Use Review Analyses, Evaluations and Interventions for Maryland Medicaid Recipients.
- 1.1.2 It is the State's intention to obtain services, as specified in this RFP, from a Contract between the successful Offeror and the State.
- 1.1.3 The Department intends to make a single award as a result of this RFP to the Offeror whose proposal is deemed to be the most advantageous to the State.
- 1.1.4 Offerors, either directly or through their subcontractor(s), must be able to provide all services and meet all of the requirements requested in this solicitation and the successful Offeror (the Contractor) shall remain fully responsible for contract performance regardless of subcontractor participation in the work.

1.2 *Abbreviations and Definitions*

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

- a. **Aberrant Recipients**-departing from the right, normal or unusual course (Outliers).
- b. **AHFS** - American Hospital Formulary Services
- c. **ADC**- Annapolis Data Center
- d. **CEU**– Continuing Education Unit, which is the number of units approved by the Maryland State’s professional board for each continuing educational program.
- e. **CMC** – Corrective Managed Care program
- f. **CMS** - Centers for Medicare and Medicaid Services
- g. **COMAR** – Code of Maryland Regulations, available on-line at www.dsd.state.md.us
- h. **CONNECT:DIRECT®**: IBM® Sterling Managed File Transfer enables enterprises to manage and control the critical information flows that run their dynamic business networks.
- i. **Contract** – The Contract awarded to the successful Offeror pursuant to this RFP. The Contract will be in the form of **Attachment A**
- j. **Contract Monitor (CM)** – The State representative for this project who is primarily responsible for contract administration functions, including issuing written direction, invoice approval, monitoring this project to ensure compliance with the terms and conditions of the Contract, monitoring MBE compliance, and achieving on budget, on time, and within scope completion of the project.
- k. **Contract Officer (CO)** – The Office of Procurement and Support Services’ (OPASS) designated

individual assigned to facilitate the procurement process.

- l. **Contractor** – The selected Offeror that is awarded a Contract by the State.
- m. **DHMH** – Maryland Department of Health and Mental Hygiene
- n. **DUE** – Drug Use Evaluation
- o. **DUM** - Drug Use Management
- p. **DUR** - Drug Utilization Review
- q. **“Drug Utilization Review Board”** referred to as the “DUR Board” is a committee of health care professionals established in compliance with Federal requirements to advise the Department on drug use
- r. **FDA** – Food & Drug Administration
- s. **FFS**- Fee for service
- t. **FTE** – Full-time employee
- u. **HealthChoice** – Official name of Maryland’s Medicaid Managed Care Program. It is a mandatory program for most of the Medical Assistance recipients. A recipient in HealthChoice will receive health care services through a Managed Care Organization (MCO). The MCO is responsible for meeting almost all of the recipient’s health needs, except for mental health services and certain other limited services. Medicaid pays the MCO a monthly capitation rate for each recipient. Different recipients will have different capitation rates, depending on factors such as age or special medical conditions, area of residence, etc.
- v. **LAN** – Local Area Network
- w. **Local Time** – Time in the Eastern Time Zone as observed by the State of Maryland.
- x. **Maryland Medicaid Webpage** – <http://mmcp.dhmh.maryland.gov/pap/SitePages/paphome.aspx>
- y. **MCO** – Managed Care Organization
- z. **“MCO Encounter data” or “Encounter claims”** means information documenting a pharmacy service to a Managed Care Organization enrollee
- aa. **MCP** – Medical Care Program Administration
- bb. **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.
- cc. **MMPP** - Maryland Medicaid Pharmacy Program
- dd. **Normal State Business Hours** - Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: www.dbm.maryland.gov - keyword State Holidays

- ee. **Notice to Proceed** – Letter from Contract Monitor to contractor stating the date the contractor can begin work subject to the conditions of the contract.
- ff. **OBRA 90** - Federal Omnibus Budget Reconciliation Act, October of 1990
- gg. **Offeror** – An entity that submits a proposal in response to this RFP
- hh. **PAC**- Primary Adult Care Program offers health services to people age 19 and over who make a limited amount of money each year. Effective early 2014, members under this program will be transitioned to HealthChoice.
- ii. **PBM** – Pharmacy Benefits Manager
- jj. **PDA** – Personal Digital Assistant including but not limited to Smart Phones, Tablets, or any hand-held digital device with Internet accessibility.
- kk. **PDL** - Preferred Drug List
- ll. **Procurement Coordinator** – The State representative designated by the Procurement Officer to perform certain duties related to this solicitation of which are expressly set forth herein.
- mm. **Procurement Officer** – The State representative for the resulting Contract. The Procurement Officer is responsible for the Contract and is the only State representative that can authorize changes to the Contract. DHMH may change the Procurement Officer at any time by written notice to the Contractor.
- nn. **Request for Proposals (RFP)** – This Request for Proposals issued by the Maryland Department of Health and Mental Hygiene, Office of Systems, Operations & Pharmacy, Solicitation Number OPASS – 13-13295, dated January 24, 2013, including any addenda.
- oo. **State** – “State” means the State of Maryland
- pp. **The Term “Program”** is used as a contraction for the State of Maryland Medical Care Program (MCP), which has the sole ownership of MCP databases and total administrative responsibility for operating the State Medicaid Program.
- qq. **TPL** - Third Party Liability
- rr. **WAN** – Wide Area Network

1.3 Contract Type

The Contract that results from this RFP shall be a firm fixed price contract as defined in COMAR 21.06.03.02(A)(1).

1.4 Contract Duration

The Contract resulting from this RFP shall be for a period of three (3) years beginning on or about August 1, 2013 and ending July 31, 2016 with one (1) two (2)-year option period. The Contractor shall begin to provide services upon receipt of a Notice to Proceed from the Contract Monitor.

1.5 Procurement Officer

The sole point of contact in the State for purposes of this RFP prior to the award of any Contract is the Procurement Officer at the address listed below:

Sharon R. Gambrell, CPPB
Maryland Department of Health and Mental Hygiene
Office of Procurement and Support Services
201 West Preston Street, Room 416B
Baltimore, Maryland 21201
Phone Number: (410) 767-5816
Fax Number: (410) 333-5958
E-mail: sharon.gambrell@maryland.gov

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

The Procurement Officer designates the following individual as the Procurement Coordinator, who is authorized to act on behalf of the Procurement Officer only as expressly set forth in this solicitation:

Jane Rutkowski
Maryland Department of Health and Mental Hygiene
Office of Systems, Operations & Pharmacy
201 W. Preston Street, SS Level
Baltimore, Maryland 21201
Phone Number: (410) 767-5051 Fax Number (410) 333-5277
E-mail: jane.rutkowski@maryland.gov

DHMH may change the Procurement Coordinator at any time by written notice.

1.6 Contract Officer

Cathy Carter
201 West Preston Street, Room 416
Baltimore, Maryland 21201-2399
Phone (410)767- 5892 Fax (410) 333-5958
Email: cathy.carter@maryland.gov

DHMH may change the Contract Officer at any time by written notice.

1.7 Contract Monitor

Alex M. Taylor R.Ph.
Division Chief, Clinical Services Division
Maryland Medicaid Pharmacy Program
201 West Preston Street, Room 408-G
Baltimore, Maryland 21201-2399
Phone: 410-767-5878 Fax (410) 333-5398
Email: alex.taylor@maryland.gov

DHMH may change the Contract Monitor at any time by written notice.

1.8 Pre-Proposal Conference

A Pre-Proposal Conference will be held on February 4, 2013 beginning at 10:30 a.m., Local Time, at Dept. of Health & Mental Hygiene, 201 W. Preston St., Room L-1, Baltimore, MD 21201. Attendance at the Conference is not mandatory, but all interested Offerors are encouraged to attend in order to facilitate better preparation of their proposals.

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

In order to assure adequate seating and other accommodations at the Conference, please mail, e-mail, or fax the Pre-Proposal Conference Response Form to the attention of the Procurement Coordinator, Jane Rutkowski, no later than 2:00 p.m. Local Time on February 1, 2013. The Pre-Proposal Conference Response Form is included as **Attachment E** to this RFP. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please notify the Procurement Coordinator no later than February 1, 2013. DHMH will make a reasonable effort to provide such special accommodation.

1.9 eMarylandMarketplace

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

eMM is an electronic commerce portal administered by the Maryland Department of General Services. In addition to using the DHMH website <http://www.dhmh.maryland.gov/opass/SitePages/Home.aspx> and possibly other means for transmitting the RFP and associated materials, summary of the Conference, Offeror questions and Department responses, addenda, and other solicitation related information will be provided via eMM.

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

1.10 Questions

Written questions from prospective Offerors will be accepted by the Procurement Officer prior to the Conference. If possible and appropriate, such questions will be answered at the Conference. No substantive question will be answered prior to the Conference. Questions may be submitted by mail, facsimile, or preferably, by e-mail to the Procurement Officer with a copy to the Procurement Coordinator. Questions, both oral and written, will also be accepted from prospective Offerors attending the Conference. If possible and appropriate, these questions will be answered at the Conference.

Questions will also be accepted subsequent to the Conference and should be submitted to the Procurement Officer with a copy to the Procurement Coordinator in a timely manner prior to the proposal due date. Questions are requested to be submitted at least five (5) days prior to the proposal due date. The Procurement Officer, based on the availability of time to research and communicate an answer, shall decide whether an answer can be given before the proposal due date. Time permitting, answers to all substantive

questions that have not previously been answered, and are not clearly specific only to the requestor, will be distributed to all vendors that are known to have received a copy of the RFP.

1.11 Proposals Due (Closing) - Date and Time

Proposals, in the number and form set forth in section 4.2 “Proposals” must be received by the “Procurement Officer” at the address listed on the Key Information Summary Sheet no later than 2:00 p.m., Local Time on February 25, 2013 in order to be considered.

Requests for extension of this date or time will not be granted. Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. The manner of delivery is described in RFP section 4.3. Except as provided in COMAR 21.05.03.02 and COMAR 21.05.02.10(B), proposals received by the Procurement Officer after the due date and time listed in this section will not be considered.

Proposals may be modified or withdrawn by written notice to the Procurement Officer before the time and date set forth in this section for receipt of proposals.

Proposals may not be submitted by e-mail or facsimile. Delivery options are further described in section 4.3 of this RFP.

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

1.12 Duration of Offer

Proposals submitted in response to this RFP are irrevocable for 120 days following the closing date of proposals or of Best and Final Offers (BAFOs), if requested, whichever is later. This period may be extended at the Procurement Officer’s request only with the Offeror’s written agreement.

1.13 Revisions to the RFP

If it becomes necessary to revise this RFP before the due date for proposals, the Department shall endeavor to provide addenda to all prospective Offerors that were sent this RFP or who are otherwise known by the Procurement Officer to have obtained this RFP. In addition, addenda to the RFP will be posted on the DHMH Current Procurements web page and through eMM. It remains the responsibility of all prospective Offerors to check all applicable websites for any addenda issued prior to the submission of proposals. Addenda made after the due date for proposals will be sent only to those Offerors that submitted a timely proposal.

Acknowledgment of the receipt of all addenda to this RFP issued before the proposal due date must accompany the Offeror’s proposal in the Transmittal Letter accompanying the Technical Proposal. Acknowledgement of the receipt of addenda to the RFP issued after the proposal due date shall be in the manner specified in the addendum notice. Failure to acknowledge receipt of an addendum does not relieve the Offeror from complying with the terms, additions, deletions, or corrections set forth in the addendum.

1.14 Cancellations; Discussions

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

1.15 Oral Presentation

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

1.16 Incurred Expenses

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

1.17 Economy of Preparation

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

1.18 Protests/Disputes

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

1.19 Multiple or Alternate Proposals

Multiple and/or alternate proposals will not be accepted.

1.20 Public Information Act Notice

An Offeror should give specific attention to the clear identification of those portions of its proposal that it considers confidential and/or proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Md. Code Ann., State Government Article, Title 10, Subtitle 6 (see RFP Section 4.4.3.2 "Claim of Confidentiality"). This confidential and/or proprietary information should be identified by page and section number and placed after Title Page and before the Table of Contents and, if applicable, separately in the Financial Proposal.

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

1.21 Offeror Responsibilities

The selected Offeror shall be responsible for all products and services required by this RFP. All Subcontractors shall be identified and a complete description of their role relative to the proposal shall be included in the Offeror's proposal. Additional information regarding MBE subcontractors is provided in section 1.25 "Minority Business Enterprise Goals."

If an Offeror that seeks to perform or provide the services required by this RFP is the subsidiary of another entity, all information submitted by the Offeror, such as but not limited to, references, financial reports, **or experience and documentation (e.g. insurance policies, bonds, letters of credit) used to meet minimum qualifications, if any**, shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror's proposal shall contain an explicit statement that the parent organization will guarantee the performance of the subsidiary. Subcontractors retained for the sole purpose of meeting the established MBE participation goal(s) for this solicitation shall be identified as provided in Attachment D of this RFP.

Although experience and documentation of an Offeror's parent may be used to satisfy minimum qualifications, a parental guarantee of the performance of the Offeror under this Section will not automatically result in crediting the Offeror with the experience and/or qualifications of the parent under any evaluation criteria pertaining to the 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 transferred to and shared with the Offeror, any stated intent by the parent in its guarantee of performance for direct involvement in the performance of the Contract, and the value of the parent's participation as determined by the State.

1.22 Mandatory Contractual Terms

By submitting an offer in response to this RFP, an Offeror, if selected for award, shall be deemed to have accepted the terms and conditions of this RFP and the Contract, attached herein as **Attachment A**. **Any exceptions to this RFP or the Contract shall be clearly identified in the Executive Summary of the technical proposal.** A proposal that takes exception to these terms may be rejected.

1.23 Bid/Proposal Affidavit

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

1.24 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 as **Attachment C** of this RFP. This Affidavit must be provided within five (5) business days of notification of proposed Contract award.

1.25 Minority Business Enterprise Goals

A minimum overall MBE subcontractor participation goal of **10%** of the total contract dollar award amount has been established for the services resulting from this Contract.

1.25.1 **Attachment D** – Minority Business Enterprise participation, instructions, and forms are provided to assist offerors. An offeror must include with its proposal a completed MDOT Certified MBE Utilization and Fair Solicitation Affidavit (**Attachment D1**) whereby:

- (a) The offeror acknowledges the certified MBE participation goal or requests a waiver, commits to make a good faith effort to achieve the goal, and affirms that MBE subcontractors were treated fairly in the solicitation process; and
- (b) The offeror responds to the expected degree of MBE participation as stated in the solicitation, by identifying the specific commitment of certified MBEs at the time of submission. The offeror shall specify the percentage of contract value associated with each MBE subcontractor identified on the MBE Participation Schedule.

If a bidder or offeror fails to submit Attachment D1 with the bid or offer as required, the Procurement Officer shall deem the bid non-responsive and consider the next lowest bid or the offeror shall be deemed not reasonably susceptible of being selected for contract award.

1.25.2 Offerors are responsible for verifying that each of the MBE(s) selected to meet the subcontracting goal and subsequently identified in **Attachment D1** is appropriately certified and has the correct NAICS codes allowing it to perform the intended work.

1.25.3 Within ten (10) working days from notification that it is the apparent awardee or from the date of the actual award, whichever is earlier, the apparent awardee must provide the following documentation to the Procurement Officer.

- (a) Outreach Efforts Compliance Statement (**Attachment D2**)
- (b) Subcontractor Project Participation Certification (**Attachment D3**)
- (c) If the apparent awardee believes a waiver (in whole or in part) of the overall MBE goal or of any sub-goal is necessary, it must submit a fully documented waiver request that complies with COMAR 21.11.03.11.
- (d) Any other documentation required by the Procurement Officer to ascertain Bidder or Offeror responsibility in connection with the certified MBE 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 responsible and therefore not eligible for Contract award.

1.25.4 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, P.O. Box 548, Hanover, Maryland 21076. The phone numbers are (410) 865-1269, 1-800-544-6056, or TTY (410) 865-1342. The directory is also available at the MDOT website at <http://www.mdot.state.md.us>. The most current and up-to-date information on MBEs is available via this website. **Only MDOT certified MBEs may be used to meet the MBE subcontracting goals.**

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

- (a) **Attachment D4** (MBE Participation Prime Contract Paid/Unpaid MBE Invoice Report).
- (b) **Attachment D5** (MBE Participation Subcontractor/Contractor Unpaid MBE Invoice Report).

1.26 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 that it shall not become in arrears during the term of the Contract if selected for Contract award.

1.27 Procurement Method

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

1.28 Verification of Registration and Tax Payment

Before a corporation can do business in the State it must be registered with the Department of Assessments and Taxation (SDAT). SDAT is located at State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. The SDAT website is <http://www.dat.state.md.us/sdatweb/datanote.html>.

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

1.29 False Statements

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

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

- (a) Falsify, conceal, or suppress a material fact by any scheme or device;
- (b) Make a false or fraudulent statement or representation of a material fact; or
- (c) Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.

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

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

1.30 Payments by Electronic Funds Transfer

By submitting a response to this solicitation, the Offeror agrees to accept payments by electronic funds transfer (EFT) unless the State Comptroller's Office grants an exemption. Payment by EFT is mandatory for contracts exceeding \$100,000. The selected Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form. Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form, must include the business identification information as stated on the form, and must include the reason for the exemption. The COT/GAD X-10 form may be downloaded from the Comptroller's website at: <http://compnet.comp.state.md.us/gad/pdf/GADX-10.pdf>.

1.31 Living Wage Requirements

A solicitation for services under a State contract valued at \$100,000 or more may be subject to Md. Code Ann., State Finance and Procurement Article, Title 18. Additional information regarding the State's living wage requirement is contained in **Attachment G**. Offerors submitting Financial Proposals of \$100,000 or more must complete and submit the Maryland Living Wage Requirements Affidavit (**Attachment G-1**) with their proposals. If an Offeror fails to complete and submit the required documentation, the State may determine an Offeror to be not responsible under State law.

Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least the minimum amount set by law for the applicable Tier area. The specific living wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event that the employees who perform the services are not located in the State, the head of the unit responsible for a State Contract pursuant to §18-102(d) of the State Finance and Procurement Article shall assign the tier based upon where the recipients of the services are located.

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

- 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.
- 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.

If the Contractor provides more than 50% of the services from an out-of-State location, then the Contract will be deemed to be a Tier 1 contract. The Offeror must identify in its Technical Proposal the location(s) from which 50% or more of the Contract services will be provided.

Information pertaining to reporting obligations may be found by going to the DLLR Website <http://www.dllr.state.md.us/> and clicking on Living Wage. **NOTE: Whereas the Living Wage may change annually, the Contract price may not be changed because of a Living Wage change.**

1.32 Prompt Payment Policy to Subcontractors

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

205(a), and Title 14, Subtitle 3 and COMAR 21.01.01.03 and 21.11.03.01, the Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The Contractor must comply with the prompt payment requirements as outlined in the Contract, Section 31 “Prompt Payment.” Additional information is available on GOMA’s website at:
http://www.mdminoritybusiness.com/documents/PROMPTPAYMENTFAQs_000.pdf

1.33 Federal Funding Acknowledgement

- 1.33.1 There are not programmatic conditions that apply to this contract, regardless of the type of funding.
- 1.33.2 This contract does contain federal funds. The total amount of federal funds allocated for the Office of Systems, Operations & Pharmacy, Medical Care Programs is \$ 15,619,547 in Maryland State fiscal year FY13. This represents 69.83 % 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 Invitation for Bid.
- 1.33.3 This contract does contain federal funds. If contained, the source of these federal funds is: 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 H**. Acceptance of this agreement indicates the Contractor’s intent to comply with all conditions, which are part of this agreement.

1.34 HIPAA - Business Associate Agreement

Based on the determination by DHMH that the functions to be performed in accordance with this solicitation constitute Business Associate functions as defined in HIPAA, the Offeror shall execute a business associate agreement as required by HIPAA regulations at 45 C.F.R. §164.501 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 bid. Should the Business Associate Agreement not be submitted upon expiration of the five (5) 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 next qualified offeror.

1.35 Conflict of Interest Affidavit and Disclosure

All Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Contractor’s personnel and each of the participating subcontractor personnel shall be required to complete agreements such as **Attachment I** Conflict of Interest Affidavit and Disclosure.

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

1.36 Electronic Procurements Authorized

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

- B. Participation in the solicitation process on a procurement contract for which electronic means has been authorized shall constitute consent by the bidder/offeror to conduct by electronic means all elements of the procurement of that Contract which are specifically authorized under the solicitation or the Contract.
- C. “Electronic means” refers to exchanges or communications using electronic, digital, magnetic, wireless, optical, electromagnetic, or other means of electronically conducting transactions. Electronic means includes facsimile, e-mail, internet-based communications, electronic funds transfer, specific electronic bidding platforms (e.g., <https://emaryland.buyspeed.com>), and electronic data interchange.
- D. In addition to specific electronic transactions specifically authorized in other sections of this solicitation (e.g., § 1.29 “Payments by Electronic Funds Transfer”) and subject to the exclusions noted in section E of this subsection, the following transactions are authorized to be conducted by electronic means on the terms described:
1. The Procurement Officer may conduct the procurement using eMM, e-mail or facsimile to issue:
 - (a) the solicitation (e.g., the RFP or the IFB);
 - (b) any amendments;
 - (c) pre-proposal conference documents;
 - (d) questions and responses;
 - (e) communications regarding the solicitation or proposal to any Offeror or potential Offeror including requests for clarification, explanation, or removal of elements of an Offeror’s proposal deemed not acceptable;
 - (f) notices of award selection or non-selection; and
 - (g) the Procurement Officer’s decision on any bid protest or Contract claim.
 2. An Offeror or potential Offeror may use e-mail or facsimile to:
 - (a) ask questions regarding the solicitation;
 - (b) reply to any material received from the Procurement Officer by electronic means that includes a Procurement Officer’s request or direction to reply by e-mail or facsimile, but only on the terms specifically approved and directed by the Procurement Officer;
 - (c) request a debriefing; or
 - (d) submit a “No Bid Response” to the solicitation.
 3. The Procurement Officer, the State’s Contract Monitor and the Contractor may conduct day-to-day Contract administration, except as outlined in section E of this subsection, using e-mail, facsimile, or other electronic means if authorized by the Procurement Officer or Contract Monitor.
- E. The following transactions related to this procurement and any Contract awarded pursuant to it are *not authorized* to be conducted by electronic means:
1. submission of initial bids or proposals;
 2. filing of bid protests;
 3. filing of Contract claims;
 4. submission of documents determined by DHMH to require original signatures (e.g., Contract execution, Contract modifications, etc); or
 5. any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the Contractor, Bidder or Offeror be provided in writing or hard copy.

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

1.37 Substitution of Personnel

A. Continuous Performance of Key Personnel

Unless substitution is approved per paragraphs B-D of this section, key personnel shall be the same personnel proposed in the Contractor's Technical Proposal, which will be incorporated into the Contract by reference. Such identified key personnel shall perform continuously for the duration of the Contract, or such lesser duration as specified in the Technical Proposal. Key personnel may not be removed by the Contractor from working under this Contract, as described in the RFP or the Contractor's Technical Proposal, without the prior written approval of the Contract Monitor.

B. Definitions

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

Extraordinary Personal Circumstance – means any circumstance in an individual's personal life that reasonably requires immediate and continuous attention for more than fifteen (15) days and that precludes the individual from performing his/her job duties under this Contract. Examples of such circumstances may include, but are not limited to: a sudden leave of absence to care for a family member who is injured, sick, or incapacitated; the death of a family member, including the need to attend to the estate or other affairs of the deceased or his/her dependents; substantial damage to, or destruction of, the individual's home that causes a major disruption in the individual's normal living circumstances; criminal or civil proceedings against the individual or a family member; jury duty; and military service call-up.

Incapacitating – 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.

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

C. Key Personnel General Substitution Provisions

The following provisions apply to all of the circumstances of staff substitution described in paragraph D of this section.

1. The Contractor shall demonstrate to the Contract Monitor's satisfaction that the proposed substitute key personnel have qualifications at least equal to those of the key personnel for whom the replacement is requested.
2. The Contractor shall provide the Contract Monitor with a substitution request that shall include:
 - A detailed explanation of the reason(s) for the substitution request;
 - The resume of the proposed substitute personnel, signed by the substituting individual and his/her formal supervisor;
 - The official resume of the current personnel for comparison purposes; and

- Any evidence of any required credentials.
3. The Contract Monitor may request additional information concerning the proposed substitution. In addition, the Contract Monitor and/or other appropriate State personnel involved with the Contract may interview the proposed substitute personnel prior to deciding whether to approve the substitution request.
 4. The Contract Monitor will notify the Contractor in writing of: (i) the acceptance or denial, or (ii) contingent or temporary approval for a specified time limit, of the requested substitution. The Contract Monitor will not unreasonably withhold approval of a requested key personnel replacement.
 5. The Contractor shall replace key personnel vacancies within fifteen business days after the vacancy occurs. The contract monitor must approve all replacement personnel.

D. Replacement Circumstances

1. Voluntary Key Personnel Replacement

To voluntarily replace any key personnel, the Contractor shall submit a substitution request as described in paragraph C of this section to the Contract Monitor at least fifteen (15) days prior to the intended date of change. Except in a circumstance described in paragraph D.2 of this clause, a substitution may not occur unless and until the Contract Monitor approves the substitution in writing.

2. Key Personnel Replacement Due to Vacancy

The Contractor shall replace key personnel whenever a vacancy occurs due to the Sudden termination, resignation, leave of absence due to an Extraordinary Personal Circumstance, Incapacitating injury, illness or physical condition, or death of such personnel. A termination or resignation with thirty (30) days or more advance notice shall be treated as a Voluntary Key Personnel Replacement as per section D.1 of this section.

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

3. Key Personnel Replacement Due to an Indeterminate Absence

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

However, if this person is available to return to work and fully perform all job duties before a replacement has been authorized by the Contract Monitor, at the option and sole discretion of the Contract Monitor, the original personnel may continue to work under the Contract, or the

replacement personnel will be authorized to replace the original personnel, notwithstanding the original personnel's ability to return.

4. Directed Personnel Replacement

- a. The Contract Monitor may direct the Contractor to replace any personnel who are perceived as being unqualified, non-productive, unable to fully perform the job duties due to full or partial Incapacity or Extraordinary Personal Circumstance, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law, agency, or Contract requirements. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation, as described in paragraph 4.b. If after such remediation the Contract Monitor determines that the personnel performance has not improved to the level necessary to continue under the Contract, if at all possible at least fifteen (15) days notification of a directed replacement will be provided. However, if the Contract Monitor deems it necessary and in the State's best interests to remove the personnel with less than fifteen (15) days' notice, the Contract Monitor can direct the removal in a timeframe of less than fifteen (15) days, including immediate removal.

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

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

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

1.38 Non-Disclosure Agreement

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

1.39 Veteran-Owned Small Business Enterprise Goals

1.39.1 NOTICE TO BIDDERS/OFFERORS

Questions or concerns regarding the Veteran-Owned Small Business Enterprise (VSBE) goals of this solicitation must be raised before the opening of bids or receipt of initial proposals.

1.39.2 PURPOSE

The Contractor shall structure its procedures for the performance of the work required in this contract to attempt to achieve the VSBE goal stated in this solicitation. VSBE performance must be in accordance with this section, 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.

1.39.3 VSBE GOALS

A VSBE subcontract participation goal of **0** % of the total contract dollar amount has been established for this procurement.

1.40 Conflict Minerals Notice

Offerors are advised that Md. Ann. Code, State Finance and Procurement Article, § 14-413 provides as follows:

- (a) (1) In this section the following words have the meanings indicated.
- (2) (i) “Conflict mineral” means a mineral or mineral derivative determined under federal law to be financing human conflict.
- (ii) “Conflict mineral” includes columbite-tantalite (coltan), cassiterite, gold, wolframite, or derivatives of these minerals.
- (3) “Noncompliant person” means a person:
 - (i) that is required to disclose under federal law information relating to conflict minerals that originated in the Democratic Republic of the Congo or its neighboring countries; and
 - (ii) for which the disclosure is not filed, is considered under federal law to be an unreliable determination, or contains false information.
- (b) A unit may not knowingly procure supplies or services from a noncompliant person.

By submitting a response to this solicitation, the Offeror represents that it is in compliance with the disclosure requirements related to conflict minerals, as set forth in § 14-413 of the State Finance and Procurement Article.

1.41 Location of the Performance of Services Disclosure

A proposal submitted by an Offeror must be accompanied by a completed Location of the Performance of Services Disclosure. A copy of this Disclosure is included as **Attachment L** of this RFP.

1.42 Investment Activities in Iran Certification

The Contractor is required to complete the Investment Activities in Iran Certification. A copy of this Certification is included as **Attachment M**. The Certification must be provided along with the signed Contract.

SECTION 2 – OFFEROR MINIMUM QUALIFICATIONS

Offeror's organization minimum qualifications:

1. A minimum of five (5) years of experience in providing Drug Utilization Review (DUR) for local, state or federal entities that administer a public healthcare program, and;
2. A minimum of five (5) years of experience performing Retrospective Drug Utilization Reviews that provide high quality studies, educational interventions, summaries, reports, and recommendations for proper clinical use and cost avoidance, and;
3. A minimum of three (3) years of experience in working with a Drug Utilization Review Board Committee, and;
4. A minimum of three (3) years of experience in providing a comprehensive Corrective Managed Care Program, and;
5. A minimum of three (3) years of experience in contracting with Epocrates or similar on line formulary services, and;
6. A minimum of three (3) years of experience in reviewing and auditing of MCO's formularies and conducting annual surveys assessments.

The proof to demonstrate the minimum qualifications are met shall be placed in Section 4.4.2(a) of the proposal. Please remember that minimum qualifications are a pass/fail item and if the minimum qualifications are not met, the Offeror's proposal will be rejected and not further evaluated.

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SECTION 3 – SCOPE OF WORK

3.1 Purpose and Background

3.1.1. The State is issuing this solicitation for the purposes outlined in Section 1.1 “Summary Statement” of this RFP.

3.1.2. Purpose:

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

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

The goal of the State DUR Program must be to ensure appropriate drug therapy, while permitting sufficient professional prerogatives to allow for individualized drug therapy. The retrospective DUR Program must provide quarterly monitoring of claims data and other records to identify patterns of fraud and abuse. These retrospective reviews must include pattern analyses using predetermined standards. Ongoing educational outreach programs that use DUR Board data on common drug therapy problems to educate practitioners and improve prescribing and dispensing patterns are also required. Under OBRA 1990 and detailed in Title 42, §456.7 of the Code of Federal Regulations, a state must have in place a Drug Use Review (DUR) Program consisting of prospective drug use review, retrospective drug use review, and an educational program.

3.1.3. Background:

The Maryland Drug Use Review Board was formed in November 1992 with the charge to assist the Department with overseeing retrospective and prospective drug use review within the Maryland Medicaid Program and with conformity of the Omnibus Budget Reconciliation Act of 1990, §1927g(3). Up to twelve DUR Board members are appointed by the Secretary of DHMH and are compensated with a State-recommended honorarium of \$600 each. The DUR Board holds four meetings yearly.

In 1997 the Department, under an 1115 waiver, implemented the HealthChoice Program, which enrolls approximately 77 percent of Maryland Medicaid recipients in Managed Care Organizations (MCOs). Furthermore, in 2006, the Department also implemented the PAC Program, which enrolls approximately 6 percent of Maryland Medicaid Recipients in MCOs. Under the Affordable Care Act, effective early 2014, members under the PAC Program will be transitioned to HealthChoice. There may be changes in the DUR Review Services for these members. The contractor will be responsible to perform DUR Review on these members.

However, within the HealthChoice and PAC Programs, mental health drugs and HIV medications are carved out of the MCOs and paid Fee-For-Service. See **Attachment S** for the Maryland Medicaid Mental Health Formulary Managed Care Carve-Out Drugs. Each Managed Care Organization provides pharmacy benefits for their enrollees and contracts with a Pharmacy Benefit Manager (PBM). See **Attachment N** for a list of the current Managed Care Organizations and PBMs.

Therefore, the same patient could have drugs covered by an MCO and also fee-for-service. This could potentially cause undetected drug interactions because two different processors would not know the patient's full drug history. As a result, the State implemented the Coordinated Prospective Drug Utilization Review process. This program ensures that pharmacy providers have a patient's complete drug history to assist them with counseling requirements set forth in OBRA 90 and Maryland rules and regulations.

The Department has a Recipient Corrective Managed Care (Lock-In) Program in place to routinely screen for and process potential drug abuse and other prescription drug misuse cases. The Contractor will identify situations of abuse, notify identified recipients that a change in behavior is necessary, and conduct follow-up reviews to determine if further action is appropriate.

The Contractor will summarize profiles of recalcitrant recipients and present them to the DUR Board for disposition recommendations, make referrals to investigative organizations, and attend administrative hearings as necessary.

The Contractor will provide clinical expertise and must possess the ability to perform and maintain claims data analysis.

The Contractor will provide live Continuing Education (CE) Programs.

The Contractor will review approximately 11,508,334 Pharmacy fee-for-service and MCO claims on a yearly basis for the Retro DUR Program.

Current and future MMIS and International Classification of Diseases (ICD)

The Department of Health and Mental Hygiene (DHMH) is currently engaged in the Medicaid Enterprise Restructuring Project (MERP) which will replace Maryland's legacy Medicaid Management Information System (MMIS) with a new MMIS, CNSI's eCAMS. The MERP is a group of initiatives aimed at strengthening DHMH's information technology infrastructure and architecture to support the Department's goals and objectives. Currently, the MERP consists of the MMIS replacement and the Decision Support System (DSS) initiatives. Pertinent to this procurement is the MMIS replacement project which is scheduled to go live with eCAMS October 2014. The Contractor will initially interface with the current legacy MMIS until notified by the Contract Manager or designee. The Contractor will be required to test and implement the interface with the new MMIS as per DHMH guidelines, prior to Go-Live date of the eCAMS MMIS.

The current legacy MMIS system is being re-mediated to support ICD-10. The current plan is to implement the ICD- 10, effective October 1, 2014, which will modify the diagnosis file to include the ICD-10 codes in addition to the ICD-9 codes. The Contractor will initially receive the ICD- 9 code on the diagnosis file from the legacy MMIS until notified by the Contract Manager or designee. The Contractor will be required to test and implement the ICD-10 with the new MMIS or current MMIS as directed by the DHMH prior to Go-Live date of the eCAMS MMIS.

3.2 Scope of Work - Requirements

- 3.2.1 Each area of the contract has essential requirements that are noted in this RFP's Statement of Work. This RFP organizes the responsibilities of this project into the following time periods:
- a) The startup period, or new contractor transition phase, for the Contractor begins July 1, 2013 and ends no later than July 31, 2013;

- b) On-going operation and maintenance during the contract term (including option years if exercised) includes:
 1. Retrospective DUR analyses;
 2. DUR Interventions;
 3. Managed Care Organizations (MCO) Pharmaceutical Oversight;
 4. Medicaid Recipient Corrective Managed Care (Lock-In) Program;
 5. Subscriptions and References;
 6. Electronic Formulary Services;
 7. IT Services, Data and Connectivity;
 8. Continuing Education Programs; and
 9. Professional Staffing

- c) General requirements applicable during both time periods include responsibilities for system requirements, technical and business support, security, staffing, training, Contractor's office and its staffing, etc.

3.2.2 New Contractor Transition Phase: The Contractor shall coordinate with the current vendor to acquire needed information for the smooth transition. During the transition phase the current vendor will be responsible for on-going operation and maintenance. The Contractor shall meet with the current vendor to acquire a working knowledge of contract operations during the 30 days before the end of the current contract on July 31, 2013;

3.3 Retrospective DUR Analysis

3.3.1 DUR Activities and Retrospective DUR Analyses:

- a) The Contractor shall perform the following DUR Related Activities in cooperation with the Contract Monitor: Administrative coordination of services for the Maryland DUR Board; DUR Board Technical and Administrative Support.

- b) The Contractor shall act as the Executive Secretary to the DUR Board and provide technical and administrative support to include the following:
 1. Organize and schedule meetings at a convenient time and location in Baltimore City where free parking will be available to all DUR Board Members and Department staff at no charge. DUR Board Meetings are held the first Thursday of March, June, September and December.
 2. Maintain all meeting records and minutes for the life of the contract and make all records available to the Department upon request;
 3. Submit electronic drafts of meeting records and minutes to the Department for review within twenty (20) business days after each quarterly meeting. Records and minutes revised by the Department shall be returned to the vendor to be submitted at the next quarterly meeting for approval by the DUR Board;
 4. Submit the approved minutes back to the Department within 10 business days for posting on required websites;
 5. Provide four Tablet computers, to State personnel designated by the Contrat Monitor, with at least a 8.9 inch diagonal screen, ability to access the internet via wi-fi connection and at least a 1Ghz processor, to monitor DUR activities, one (1) state-of-the-art laptop computer for use in developing clinical criteria and DUR meetings, and obtain for use a high definition LCD projector capable of operation in a daylight environment for the use during the offsite meetings including CMC meetings, DUR Board meetings, and Continuing Education meetings.

3.3.2 DUR Board Meeting Preparation – DUR Board meeting notices and meeting packets, including Contractor’s prepared minutes from the previous meeting, must be provided electronically or mailed to all DUR Board members, Department representatives, and the Prospective DUR contractor (current Point of Sale claims processing contractor) at least fourteen (14) business days prior to each quarterly meeting. The Contractor, upon request, will provide any information available to it that will clarify issues discussed at the Board meeting by electronically transmission or mail to all DUR Board members, Department representatives, and the DUR contractor within fourteen (14) business days following each quarterly meeting.

The Contractor shall:

- a) Act as the liaison to DUR Board members including drafting and mailing out meeting notices, agendas, meeting packets, in formats determined by the Department, and any other requested meeting-related information before and after meetings;
- b) Provide pharmaceutical technical expertise required for the DUR Board activities as specified in the DUR Board policies and procedures - **Attachment O**;
- c) Provide data analysis required for the DUR Board activities as specified in the DUR Board policies and procedures - **Attachment O**;
- d) Send Call for Nominations to prospective Board member candidates by September 1 of each year as needed (See **Attachment Q**.) This includes any current Board members who are up for re-appointment. The State’s required biographical form must be included with the packet. (See **Attachment Q**) A notice of the Call for Nominations shall be inserted in the Maryland Register. Recommendations for potential candidates must be discussed with the Department by October 16th of each year. The Contractor must verify that each candidate has a current valid Maryland license to practice his or her profession and investigate whether the candidate has ever had their license, in Maryland or another state, revoked or suspended. A similar background check must be done for consumer candidates to insure that they have no outstanding warrants or judgments against them. Once confirmed that the candidate is in good standing with their appropriate professional licensing board and has no outstanding legal issues, a complete packet on each candidate must be submitted to the Department by October 30 of each year;
- e) Provide a \$600 honorarium per year to each of the up to twelve DUR Board members;
- f) Track the tenure of approved DUR Board members and coordinate appointments of DUR Board members;
- g) Maintain and update as required DUR Board’s Code of Conduct and Standard Operating Procedures for DUR Board and CMC, with approval by the Department and the DUR Board members.
- h) Prepare the DUR Board Annual Report (See **Attachment R**) required by CMS in accordance with CMS requirements specified in Title 42 §456.712 and complete the survey distributed by CMS.
- i) Conduct a minimum of four (4) statistically valid retrospective analyses using fee-for-service and encounter claims data, including a proposal, draft report, and final report. Prior to each DUR Board meeting, the Contractor shall perform quarterly analyses of fee-for-service recipient and/or encounter claims data to identify patterns of fraud, abuse, gross overuse, or inappropriate or medically unnecessary care among physicians, pharmacies, and Maryland Medicaid recipients.

- j) Identify criteria for retrospective analyses, including updates of previous criteria, for consideration by the DUR Board. The Department will have final selection of the focus of the analyses, which it will make with input from the DUR Board and the Contractor. Analyses will be based on retrospective DUR criteria developed by the Contractor and approved by the Maryland DUR Board.
 - 1. The topic for one of the quarterly analyses will be related to fraud and abuse issues, as directed by the Department.
 - 2. The Contractor shall provide documentation of retrospective DUR criteria by AHFS class and update this reference as new criteria are developed.
- k) Represent the DUR Board at other DHMH official functions such as the Pharmacy and Therapeutics Committee, the Mental Health Advisory Committee, Pharmacy Program Pharmacists meetings and outside regional and national DUR-related meetings.
- l) Develop, compose and complete a quarterly newsletter for all Maryland Medicaid participating pharmacy provider locations (approximately 1500 pharmacies). Topics will be selected by the Contractor based on recommendations from the Department and the DUR Board. A draft of articles to be included in the newsletter should be submitted to the Department at least thirty (30) days prior to the expected mailing date for the Department's final approval.
- m) After approval from the Department, at the Contractor's expense, make the completed newsletter available to all Medicaid providers as follows:
 - 1. Electronically through a Contractor developed and maintained list serve;
 - 2. Mailed hardcopy; and
 - 3. Web-posting.
- n) Provide and maintain a Maryland Medicaid web portal to post DUR related activities and clinical information;
- o) Develop and use an ad-hoc Reporting Tool:
 - 1. The Contractor shall develop and maintain an on-line ad-hoc database reporting system for a minimum of 12 Department staff and provide the ability to generate and export these reports in MS Office software.
 - 2. The Reporting tool shall be capable of merging and analyzing fee-for-service, MCO carve-out drugs and MCO encounter data to perform focused reviews on recipients receiving pharmaceutical services in an effort to assist the Department with coordinating all DUR activities.
 - 3. Results of these analyses and the Contractor's recommendations will be provided to the Pharmacy Program so they can be shared with the Department or other interested parties, at the discretion of the Department.
 - 4. The Contractor shall provide initial and on-going training of the ad-hoc reporting system functionality to the Department staff.

3.3.3 Prospective DUR Recommendations

- a) The Contractor shall recommend new prospective DUR criteria to be used during pharmacy claims adjudication and review and recommend updates to the existing DUR criteria. The Contractor shall prepare a report of findings from periodic prospective DUR reviews;

- b) The Contractor shall provide comprehensive reviews of newly emerging medication including a complete clinical review and suggested clinical criteria; and
- c) The Contractor shall review and provide clinical expertise regarding prospective DUR criteria that the Department proposes to use as a basis for the denial of fee-for-service claims.

3.4 DUR Interventions

3.4.1 The Contractor shall:

- a) Provide consultative services to the Department for developing educational and administrative interventions that are coordinated with the fee-for-service, HealthChoice and PAC Programs.
- b) Create and mail DUR Board and Department approved Maryland Medicaid educational intervention letters to prescribers and pharmacy providers including appropriate tables, charts and recipient profiles; track and report on provider responses and monitor subsequent changes in prescribing performance responses when deemed necessary by the Corrective Managed Care Sub-Committee of the DUR Board or the Department.
- c) Research drug indications or other drug-related information upon request by the Department using official compendia and appropriate supplemental references. Provide information from all references to the Department within one business day or as specified by the Department at the time of the request.

3.5 Managed Care Organization (MCO) Pharmaceutical Oversight

3.5.1 The Contractor shall review, research and evaluate the current Standards and Reporting Requirements of Drug Use Management Programs for Managed Care Organizations Participating in the Maryland HealthChoice and PAC Programs to ensure the Standards reflect current practices and trends supported in primary and secondary literature (See **Attachment P**). Additionally, the Contractor shall:

- a) Recommend new evaluation elements and revise and update existing evaluation elements and review criteria for the Drug Use Management (DUM) Program structures and processes that are managed by the MCOs including:
 - 1. Pharmacy and Therapeutics Committee
 - 2. Formulary management
 - 3. Generic substitution
 - 4. Therapeutic substitution
 - 5. Prior Authorization
 - 6. Drug Use Evaluation (DUE)
 - 7. Disease management
- b) Provide technical assistance and expertise for assessing HealthChoice and PAC MCOs' adherence to the DUM Program and formulary management evaluation elements, to include the review and evaluation of MCO policy, procedure and formulary changes to determine compliance with applicable regulations and standards.
- c) On a monthly basis, contact each HealthChoice and PAC MCO to determine coverage of new drugs and update Epocrates or similar on-line formulary services to reflect coverage by each MCO.

- d) Review and evaluate MCO formularies and make recommendations to the Department for formulary approval as required in the Code of Maryland Regulations annually by reviewing all major therapeutic drug classes as listed in AHFS.
- e) Schedule monthly and annual reviews of AHFS therapeutic classes to assure compliance with COMAR 10.9.67.04(D) and COMAR 10.9.76.10(D5). All existing therapeutic classes must be maintained and updated monthly within five (5) business days after MCO formulary changes are received by the Department.
- f) Review MCO monthly formulary changes for clinical appropriateness and provide the Department with recommendations to accept or deny.
- g) Maintain links to the MCO formularies and Maryland Medicaid Mental Health Drug Formulary.

3.6 Medicaid Recipient Corrective Managed Care (Lock-In) Program

3.6.1 Maintain and manage the Department's Medicaid Recipient Corrective Managed Care Program (CMC) by reviewing recipient drug and diagnosis history profiles on a monthly basis for recipients who are suspected of over-utilizing controlled substances and other drugs, and send intervention letters to the prescribers and providers of these recipients. Review the subsequent history of cases to see if there are any positive changes in the individual's drug utilization. If no positive changes, present summaries of findings to the DUR Board for a recommendation for further action and perform the necessary referrals.

3.6.2 Specifically, the Contractor shall:

- a) Provide a pharmacist to coordinate with the Maryland Pharmacy Program staff to operate and manage the pharmacy Medicaid Recipient Corrective Managed Care Program consistent with Department policies and participate in clinical duties as assigned. See Position Descriptions for complete duties at **Attachment V**;
- b) Develop, maintain, and update CMC criteria as need/directed by the Department.
- c) Screen for all potential drug abuse and prescription drug misuse cases every month;
- d) Prepare profile information and other documentation in detail and summary for all Medicaid Recipient Corrective Managed Care candidates for use in subsequent corrective action proceedings. The Contractor shall prepare summaries of profiles for DUR Board use.
- e) Conduct follow-up reviews of recipient profiles to see if there are remedial changes in drug use.
- f) Present recommendations in summary form, related to those recipients whose drug taking behavior has not changed, to the DUR Board for advice and initiate action where appropriate.
- g) Participate with Department staff at meetings that arise from the Maryland Medicaid Corrective Managed Care Program.
- h) Find cooperating prescribers and pharmacy providers willing to exclusively serve each Maryland Medicaid Corrective Managed Care recipient.

- i) Monitor recipients enrolled in the Maryland Medicaid Corrective Managed Care Program and provide quarterly updates to the DUR Board.
- j) Refer cases to investigative organizations within DHMH; and
 - 1. At the request of the Department, coordinate activities with all fraud, abuse, and diversion entities within the Department of Health and Mental Hygiene.
 - 2. At the request of the Department, the Contractor shall represent the Department's interests at meetings and hearings that arise from the Medicaid Recipient Corrective Managed Care Program.
 - 3. When appropriate participate in hearings at the Office of Administrative Hearings.

3.7 Maintenance of Subscriptions and References

3.7.1 Upon issue of the Notice to Proceed (NTP) letter, the contractor shall:

- a) Establish and maintain, for the life of this contract, a Micromedex-DrugDex subscription (electronic and hard-copy) including all updates for use by the Maryland Pharmacy Program.
- b) Establish and maintain, for the life of this contract, an online subscription to The New England Journal of Medicine for the Maryland Pharmacy Program.
- c) Establish and maintain, for the life of this contract, an online group subscription to The Pharmacist Letter for the Maryland Pharmacy Program (at least 7 licenses).
- d) Establish and maintain, for the life of this contract, an electronic and hardcopy subscription to AHFS for the Maryland Pharmacy Program.
- e) Establish and maintain, for the life of this contract, an electronic and hardcopy subscription to USP for the Maryland Pharmacy Program.
- f) Establish and maintain, for the life of this contract, an electronic and hardcopy subscription to Facts and Comparisons for the Maryland Pharmacy Program.
- g) Maintain a current copy of the Code of Maryland Regulations, Title 10.
- h) Maintain a current copy of the Code of Federal Regulations Title 42.

3.8 Electronic Formulary Services

3.8.1 The Contractor shall establish, at the start of the Contract, a database of Maryland Medicaid formularies including fee-for-service Preferred Drug List (PDL) and the MCO carried by Epocrates or similar on line formulary services for each year of this contract, including extensions (see **ATTACHMENT U**).

3.8.2 More specifically, the Contractor shall:

- a) Monitor, maintain, and update formularies on Epocrates or similar on line formulary service including all current and future HealthChoice and PAC MCOs' formularies;
- b) On a monthly basis, identify drug formulary changes for each HealthChoice and PAC MCO and update Epocrates or similar on line formulary service;

- c) Provide two Smart Phones, to State staff designated by the Contract Monitor, with data plan, e-mail/messaging capability and ability to access the internet via a Wi-Fi connection to monitor on line formulary data carried by Epocrates or other similar on line formulary services; and
- d) Perform full semi-annual audit of postings to guarantee accuracy.

3.9 IT Services, Data and Connectivity

3.9.1 The Contractor shall:

- a) Modify or update its software to be compatible with all Federal or State mandated changes at no expense to the Department for the life of this contract;
- b) Establish connectivity via Connect: Direct to ADC. ADC uses an internet protocol (IP) solution for their Connect: Direct customers. The IP connection using Connect: Direct will therefore not be a private connection to ADC. As a result, the Secure+ feature must be used to establish the connection with Connect: Direct. This feature is additional to the Connect: Direct software which the Contractor will need to purchase. Connect: Direct by Sterling Commerce is the supported connectivity standard for file exchange between ADC and vendors of the State of Maryland; and
- c) Appendix “W to JJ” contains the file layout(s) that will be used for interface between the DUR vendor and the current legacy MMIS. When the new eCAMS MMIS goes live in October 2014, the specifics of the file layouts may change to increase the number of data elements collected and leverage the additional capabilities of the new eCAMS MMIS. The new eCAMS MMIS will also have the ability to communicate via several methods, which include: Connect:Direct, Secure FTP, and Web Services. The best method of communication will be determined during the interface implementation. The Contractor is responsible for implementing the new MMIS file format and communication method. The Contractor will also be required to interface with DSS, if directed to do so by DHMH.

3.10 Continuing Education (CE) Programs

3.10.1 The Contractor shall provide and support a total of three (3) live CE programs annually in accordance with the following (with the cooperation of the Department):

3.10.2 The Contractor shall select and present two (2) live CE programs providing 1.5 CEUs each to the Department’s professional staff at DHMH.

- a) Elements required to qualify for the live CE credit application are due to the Department ninety (90) days prior to proposed live CE programs. This includes current Board of Pharmacy (BOP) requirements.
- b) After the Department’s approval, the Contractor is responsible to complete and submit the application for CE approval to the Board of Pharmacy.
- c) The Contractor shall provide the CE credit certificates to the Department staff as well as all required BOP documents for record maintenance.

3.10.3 The Contractor shall present one (1) live DUR program for state-wide Medicaid providers and prescribers. Program participants will earn four (4) continuing education credits.

1. The Contractor shall be responsible for the following:

- a) Securing a facility with free parking and a capacity of minimum of 150 within the Baltimore Metropolitan area;
- b) Selecting a minimum of four (4) speakers and providing honorariums in an amount not less than the current rate of \$1000 each;
- c) Obtaining the required four (4) Accreditation Council for Pharmacy Education (ACPE)/CME credits from appropriate professional boards;
- d) Providing all written materials to participants;
- e) Providing ACPE/CME credit certificates to participants;
- f) Providing all technical, audio and visual equipment necessary for presentation;
- g) Providing and distributing all promotional materials;
- h) Providing support staff;
- i) Providing breakfast and light fare at breaks;
- j) Post audio recording on contractor's and DHMH websites.

3.11 Professional Staffing

3.11.1 The Contractor shall provide as Key Personnel:

- a) One (1) FTE - Clinical Pharmacist /Project Director – dedicated 100% to this contract, shall be a Pharm.D. and a Maryland licensed pharmacist in good standing with the Maryland Board of Pharmacy. The employee shall have substantial clinical pharmacy experience (minimum five (5) years) including retrospective claims data analysis, review of formularies, review of prospective and retrospective DUR criteria, familiarity with Managed Care Organizations (MCOs) and other experience as necessary to fulfill contract requirements. The pharmacist shall have excellent oral and written communications skills. This employee is subject to an interview and submission of writing samples prior to assignment with DHMH and must be approved by DHMH. This Clinical Pharmacist/Project Director must be located in Maryland.
- b) One (1) FTE - Corrective Managed Care (CMC) Coordinator – dedicated 100% to this contract, shall be a Pharm.D. and a Maryland licensed pharmacist in good standing with the Maryland Board of Pharmacy. The employee shall be able to review drug use histories, summarize information, make presentations and recommend candidates for the Medicaid Recipient Corrective Managed Care Program. Employee shall coordinate activities with the Department's fraud, abuse and diversion entities, including but not limited to the Office of the Attorney General, the Inspector General, the Medicaid Fraud Control Unit and the Office of Hearings and Appeals. The CMC Coordinator shall assist in preauthorizing restricted medications and participate in other clinical projects and assignments, including literature searches and research in response to inquiries and technical questions. This employee is subject to an interview prior to assignment with DHMH and must be approved by DHMH. The Corrective Managed Care Coordinator shall work on-site at the Department of Health and Mental Hygiene, at 201 W. Preston Street, Baltimore, Maryland to develop and operate a Medicaid Recipient Corrective Managed Care (Lock-In) Program consistent with Department policies. The Contractor shall provide this employee with all necessary supplies, hardware, and software to perform the required duties beyond what is standard issue for DHMH employees.

3.11.2 The Contractor shall have available the following Support Staff:

- a) Part-time Writer-Editor who shall have previous experience writing medical or pharmaceutical-related articles for publication. Sample articles must be submitted along with the proposal. This employee reports to and supports the Project Director.

- b) Part-time Computer Programmer/Database Administrator who shall have previous experience coding and analyzing pharmacy claims data and be capable of establishing and maintaining a database or warehouse system. This employee reports to and supports the Project Director.
 - c) Part-time Statistical Consultant who shall have a degree in statistics or a related field; able to validate data using approved statistical methods. This employee reports to and supports the Project Director.
 - d) Part-time Physician Consultant who shall provide clinical support to the Project Director on an as-needed basis.
 - e) Other staff necessary to complete all contract requirements in the required timeframes.
- 3.11.3 Any key personnel replaced during the Contract will be in accordance with section 1.37 and the Contract Monitor will require the following items be submitted:
- a) A complete curriculum vitae;
 - b) Samples of work, if specified, for the position;
 - c) Three (3) business references with contact title, name, address, and telephone number;
 - d) Copies of licenses held for any health professional; and
 - e) Proof of ability to obtain a Maryland pharmacy license for all pharmacists.
- 3.11.2 Key personnel shall be retained on the project for the duration of the contract. All changes in staffing of key personnel are subject to the review and approval requirements as required in Section 1.37, Substitution of Personnel.
- 3.11.3 Responsibilities:
- a) The Project Director/Clinical Pharmacist and Corrective Managed Care Pharmacist must attend DUR Board meetings, Pharmacy and Therapeutics Committee meetings, Pharmacy Program Pharmacist Staff meetings, Mental Health Committee meetings and other meetings at the 201 West Preston Street State Office Complex or in the Baltimore Metropolitan area with 24 hours notification;
 - b) The Project Director must be available by phone during normal business hours (from 8 AM - 5 PM local time, Monday through Friday, except for State and Federal holidays);
 - c) If the Project Director/Clinical Pharmacist is absent, a suitable replacement, familiar with the contract services to be performed, must be readily available;
 - d) The Project Director/Clinical Pharmacist must be available at a toll-free phone number, a toll-free fax number, and an e-mail address;
 - e) The Project Director, at a minimum, shall be available to meet with the Department on-site on a monthly basis or as needed for special projects.
 - f) As appropriate, other personnel may be required to meet on-site regarding special projects;

- g) The CMC Coordinator shall be located on-site at DHMH during normal business hours (from 8 AM - 5 PM local time, Monday through Friday, except for State and Federal holidays);
- h) The CMC Coordinator shall be available one Saturday a year each year of the contract for a Maryland Medicaid sponsor CE/CME meeting(s).(see section 3.10.3).
- i) The local site of the contractor must be available for unscheduled site visits for auditing compliance with regulations, policies and procedures.

3.12 End of Contract Transition

3.12.1 The Contractor shall build and submit to the Contract Monitor an end of contract transition plan at a minimum of ninety (90) days prior to the end of the Contract term.
 This plan shall include the transitioning of all State-owned equipment, software, transfer of all databases, work in progress and pending projects to a new contractor or at the State's option back to the State.
 The plan shall address staffing, communications, inventory and cooperation between the State Contract Monitor, the Contractor, and any other appropriate parties must be approved by the Department.

3.12.2 Forty-five (45) days from the end of the contract (either the base contract term without any renewal options being exercised, or for any renewal option period if exercised), after consultation with the State and/or at a time requested by the State, the Contractor shall support end-of-contract transition efforts with technical and business support to include but not be limited to:

- a) Staffing assigned to transition concerns/issues;
- b) Security and system accesses;
- c) Any hardware/software and telecommunications requirements, setup and other general office needs. Hardware requirements to include up-to-date version of Architecture Design Document and hardware list for systems developed;
- d) Records and data are the property of the Department and shall be retained for the period specified in the State's contract and be eradicated or destroyed after retention period.
- e) Any final Training/Orientation of Department staff or another Department agent's staff;
- f) Review with the Department the procedures and practices that support the business process and system;
- g) Completion of tasks and any unfinished work plan items;
- h) Document any risk factors and suggested solutions;
- i) Timing of transition;
- j) Status reporting and meetings;
- k) Other matters for the efficient and smooth transition phase; and
- l) Finalizing any pending appeals the Contractor is currently working on at the end of the contract, either end of base contract term or any options renewed by the Department.

3.13 Reports

3.13.1 The Contractor shall produce all of the reports outlined below using software compatible with Microsoft Office 2007 and must also be available in electronic format. These reports must be written using proper business English, grammar, and spelling, and properly referenced.

- a) **Monthly Status Reports** – Monthly status reports shall accompany original invoices that are due each month within ten (10) business days after the close of the previous month. In addition to the original invoice(s), an electronic copy of the invoice(s) shall be sent to the Contract Monitor within three (3) business days after the close of the previous month. (SeeMM)
- b) **Quarterly Retrospective Analysis Report** – The Contractor shall present Quarterly Retrospective Analysis Reports to the DUR Board for comments and approval. The quarterly project proposals and intervention(s) summary reports must be issued to all DUR Board members in a format determined by the Department. Based upon guidance given by the DUR Board, the Contractor shall perform quarterly retrospective analyses of the most recent claims data. At each quarterly meeting, the Contractor shall present options to the DUR Board for retrospective analyses. After the DUR Board and the Department approve of the retrospective evaluations, the Contractor shall create and analyze recipient profiles of claims data to meet the requirements and criteria established by the DUR Board. The Contractor shall review the profiles and select appropriate profiles for interventions. Interventions to be implemented, based on the analyses, will be approved by the Department and the DUR Board and will consist of intervention letters directed at providers, including a complete recipient drug profile, and available diagnosis history and a response form. Additional educational materials may be included with the intervention letter and recipient profiles if necessary.

When directed by the DUR Board and the Department, the Contractor shall send similar letters to the pharmacies involved. The Contractor shall receive and tabulate provider and pharmacy responses. The Contractor shall also have available a toll-free number staffed by a Clinical Pharmacist to answer provider inquires. A report summarizing the intervention(s), responses received, additional recommendations, including other recommended educational or administrative interventions, impact on utilization and estimated cost savings is due to the Department ten (10) business days prior to the DUR Board meeting.

- c) **Outlier Reports** – In addition to the final report listed above any recipient, provider, prescriber, or claim identified through the analyses, as being outside the designated parameters must be reported to the Department. The Department will approve the format for this report. An original and one copy of this information are due to the Department within ten (10) business days of the final intervention summary report.
- d) **Report of DUM Components of Existing MCOs** – A comprehensive report evaluating all DUM components listed in COMAR 10.09.67.04 (F2) and COMAR 10.9.76.10(D6) of each MCO participating in HealthChoice and PAC programs shall be prepared for the Department in a format to be determined by the Department. The report compares each MCO's DUM program against the current Standards and Reporting Requirements. A draft report is due to the Department by December 1, of each year, and the final report is due December 30, of each year.

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

One hard copy of the report shall be submitted bound and one hard copy shall be submitted unbound.

- e) **Report of Systems of New MCOs** – A draft report evaluating the MCOs’ DUM listed in COMAR 10.09.67.04(F2) and COMAR 10.9.76.10(D6), for any new MCO that becomes a provider for HealthChoice and PAC Maryland Medical Assistance recipients or any MCO that is sold or transferred to a different MCO is due twenty-one (21) business days from receipt of the initial documentation to be reviewed. A final report to include MCO’s response to recommendations is due electronically to the Department twenty-one (21) business days from receipt of the Department’s comments. One hard copy of the report shall be submitted bound and one hard copy shall be submitted unbound. The current Standards and Reporting Requirements of Drug Use Management Programs for Managed Care Organizations participating in the Maryland HealthChoice and PAC Programs are provided in **Attachment P**.
- f) **MCO Summary Report of DUM Components** – This is a summary of the above reports. This report is for internal use only. The Contractor shall submit ten (10) bound and one (1) unbound copy of this report to the Department for distribution. A draft of the report is due to the Department by December 1, of each year and the final report is due by December 30 of each year. The final report must include the Department’s comments and recommendations to each MCO, each MCO’s overall rating, and any other information from the individual MCO report that the Department requests to be included.
- g) **Report of MCOs’ Proposed Formulary Changes** – The Contractor shall submit an original and one copy of the evaluation of the MCO proposed formulary changes after the Contractor reviews and evaluates the changes to ensure that each AHFS therapeutic class is represented and that the changes comply with regulations. This report is due to the Department within ten (10) business days of receipt of the information to be reviewed.
- h) **DUR Board Annual Report** – CMS requires an Annual Report, which must be prepared in accordance with CMS regulations specified in Title 42 §456.712 and the completed survey distributed by CMS. A draft report is due to the Department by 60 days prior to the due date set by CMS. The Contractor shall mail the report including any comments or recommendations from the Department to the Board Members and present it after the relevant Board meeting for discussion and approval. The final report is due to the Department within five (5) business days after approval by the DUR Board (four bound and one unbound copy, and in electronic format). A copy of the CMS survey for Federal fiscal year 2010 report is provided in **Attachment R**, Medicaid Drug Utilization Review (DUR) Annual Report. In 2011, the survey was submitted in both electronic and printed formats (see <http://www.medicaid.gov/Medicaid-CHIP-Program-Information/By-Topics/Benefits/Prescription-Drugs/Drug-Utilization-Review.html>). At the discretion of CMS, future surveys may be submitted solely in electronic format.
- i) **Ad Hoc Reports** – Ad hoc reports shall be required in timeframes specified by the Department. These reports must be provided in hard copy and/or electronic media, one (1) copy of each, as requested by the Department. The Contractor shall evaluate all requests for ad hoc reports for technical feasibility within five (5) business days of receipt and an estimated timeframe will be submitted to the Department for approval.
- j) **Individualized Reports/Intervention Summaries/Analyses** – The Contractor shall provide individualized reports, intervention summaries and analyses on drug usage parameters chosen by the Department for recipients, providers, or prescribers when requested. The Department will approve the format for these reports. Original and one copy of report will be submitted in writing and also in electronic format within five (5) business days of request. A final intervention summary report will be submitted when the analyses are completed per the

Department's parameters.

- k) **Summary Reports** – The Contractor shall provide summary reports focusing on issues of importance to the Department such as recipient, provider, or prescriber profiling and quarterly utilization by program.
- l) **Comprehensive MCO Formulary Report** – At the request of the Department, the Contractor shall prepare an annual composite analysis of all HealthChoice and PAC MCOs' formularies by AHFS Therapeutic class.
- m) **Individual MCO Formulary Report** – These reports shall provide details by AHFS Therapeutic class specific to the formulary of each MCO participating in HealthChoice and PAC, currently there are seven MCOs in Health Choice and four (4) in PAC with more pending MCO applications to be accepted at a future date.
- n) **Regional and National DUR Reports**–Represent the Department and prepare any necessary reports for Regional and National DUR conferences and meetings at the request of the Department.
- o) **Monthly Report of Newly Approved Drugs** – A list of newly approved Food and Drug Administration priority and standard medications is due to the Department within five (5) business days after the close of the previous month.
- p) **Quarterly Report of Newly Approved Drugs** – A report of all new drugs approved by the FDA including new molecular entities, significant new biologicals, and significant new dosage forms. This report will include a clinical review of each new drug to ensure appropriate drug utilization, and the Contractor shall propose clinical edits for proper use and cost avoidance.
- q) **Monthly Formulary Changes.** - This report shall provide a clinical review of all monthly MCO formulary changes to determine compliance with MCO formulary standards.

3.14 Miscellaneous Requirements

3.14.1 The following represents other work product requirements not stated elsewhere in the SOW.

- a) **Criteria Sets** – The Department may request DUR prospective criteria sets for special studies. The report of results or review of existing criteria sets must be reported within ten (10) business days for new priority medications and thirty (30) business days for existing medications. The report and one copy are to be sent to the Department.
- b) **Restriction Criteria** – The Contractor shall make recommendations in writing for existing and proposed prospective DUR criteria for denying fee-for-service claims, prior authorization criteria or review of the other proposed administrative constraints, such as quantity limitations and therapeutic criteria. The report and one copy are due to the Department within ten (10) business days for new priority medications and thirty (30) business days for existing medications.
- c) **MCO Policy Review** – An original and one copy of the evaluation of proposed MCO policy and procedure changes are due to the Department within ten (10) business days of receipt of the information to be reviewed.
- d) **New and Updated DUR Criteria** – Provide copies of new and updated retrospective DUR criteria to the Department within fourteen (14) business days of development. Provide a

complete copy of the retrospective DUR criteria quarterly.

- e) **Responses to Questions of a Technical Nature** – Research drug indications/information/questions using official compendia and appropriate supplemental references. Provide information from all references to the Department within one (1) business day or as specified by the Department.
- f) **Miscellaneous Information Requests** – Periodically, the Department is requested by outside organizations to respond to surveys or questionnaires about the Department’s DUR Program. The Contractor shall be responsible for drafting responses to these requests and transmitting these responses to the Department within three (3) business days.
- g) **Public Information Act Requests** – The Contractor in accordance with COMAR 10.01.08 shall provide necessary information to comply with Public Information Act requests.

3.15 Security Requirements

3.15.1 Employee Identification

- (a) Each person who is an employee or agent of the Contractor or subcontractor shall display his or her company ID badge at all times while on State premises. Upon request of State personnel, each such employee or agent shall provide additional photo identification.
- (b) At all times at any State facility, the Contractor’s personnel shall cooperate with State site requirements that include but are not limited to being prepared to be escorted at all times, providing information for badging, and wearing the badge in a visual location at all times.

3.15.2 Information Technology

- (a) Contractors shall comply with and adhere to the State IT Security Policy and Standards. These policies may be revised from time to time and the Contractor shall comply with all such revisions. Updated and revised versions of the State IT Policy and Standards are available online at: www.doit.maryland.gov – keyword: Security Policy.
- (b) The Contractor shall not connect any of its own equipment to a State LAN/WAN without prior written approval by the State. 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.

3.15.3 Criminal Background Check: The Contractor shall obtain from each prospective employee a signed statement permitting a criminal background check. The Contractor shall secure at its own expense a Maryland State Police and/or FBI background check and shall provide the Contract Monitor with completed checks on all new employees prior to assignment. The Contractor may not assign an employee with criminal record unless prior written approval is obtained from the Department.

3.16 Invoicing and Payment Type

3.16.1 General

- (a) All invoices for services shall be signed by the Contractor and submitted to the Contract Monitor no later than the end of the month following the month in which service was provided. Invoices shall include the following information:
 - Contractor name;

- Remittance address;
- Federal taxpayer identification number(or if sole proprietorship, the individual's social security number);
- Invoice period;
- Invoice date;
- Invoice number;
- State assigned Contract number;
- State assigned (Blanket) Purchase Order number(s);
- Goods or services provided; and
- Amount due.

Invoices submitted without the required information will not be processed for payment until the Contractor provides the required information.

- (b) The Department reserves the right to reduce or withhold Contract payment in the event the Contractor does not provide the Department with all requirements within the time frame specified in the Contract or in the event that the Contractor otherwise materially breaches the terms and conditions of the Contract until such time as the Contractor brings itself into full compliance with the Contract. 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 21.10.02.
- c) Contractor shall have a process for resolving billing errors.
- d) Funds for any Contract resulting from this solicitation are dependent upon appropriations from the Maryland General Assembly.

3.16.2 Payment Type

Payments will be made as progress payments as set forth in section 3.16.3. In no case will any payment be viewed as a partial payment.

3.16.3 Invoice Submission Schedule

The Contractor shall submit invoices by the 15th calendar day of each contract month for the preceding month's services. The amount for the transition period shall be the amount submitted on the Contractor's price sheet (RFP **Attachment F**) for the transition period. The amount due each month during the three year performance period shall be 1/36 of the amount submitted on the price sheet for the base period of the contract.

3.17 Insurance Requirements

- 3.17.1 The Contractor shall maintain Commercial General Liability Insurance with limits sufficient to cover losses resulting from, or arising out of, Contractor action or inaction in the performance of the Contract by the Contractor, its agents, servants, employees, or subcontractors, but no less than a Combined Single Limit for Bodily Injury, Property Damage and Personal and Advertising Injury Liability of \$1,000,000 per occurrence and \$3,000,000 aggregate.
- 3.17.2 The Contractor shall maintain Errors and Omissions/Professional Liability insurance with minimum limits of \$3,000,000 per occurrence.

- 3.17.3 The Contractor shall maintain Automobile and/or Commercial Truck Insurance as appropriate with Liability, Collision, and PIP limits no less than those required by the State where the vehicle(s) is registered but in no case less than those required by the State of Maryland.
- 3.17.4 The Contractor shall maintain Employee Theft Insurance with minimum limits of \$1,000,000 per occurrence.
- 3.17.5 Upon execution of a Contract with the State, Contractor shall provide the Contract Monitor with current certificates of insurance, and shall update such certificates from time to time, as directed by the Contract Monitor. Such copy of the Contractor's current certificate of insurance shall contain at minimum the following:
- a) Workers' Compensation – The Contractor shall maintain such insurance as necessary and/or as required under Worker's Compensation Acts, the Longshore and Harbor Workers' Compensation Act, and the Federal Employers' Liability Act.
 - b) Commercial General Liability as required in section 3.17.1.
 - c) Errors and Omissions/Professional Liability as required in section 3.17.2.
 - d) Automobile and/or Commercial Truck Insurance as required in section 3.17.3.
 - e) Employee Theft Insurance as required in section 3.17.4.
- 3.17.6 The State shall be named as an additional named insured on the policies with the exception of Worker's Compensation Insurance and Professional Liability Insurance. Certificates of insurance evidencing coverage shall be provided prior to the commencement of any activities in the Contract. All insurance policies shall be endorsed to include a clause that requires that the insurance carrier provide the Contract Monitor, by certified mail, not less than sixty (60) days' advance notice of any non-renewal, cancellation, or expiration. In the event the Contract Monitor receives a notice of non-renewal, the Contractor shall provide the Contract Monitor with an insurance policy from another carrier at least thirty (30) days prior to the expiration of the insurance policy then in effect. All insurance policies shall be with a company licensed by the State to do business and to provide such policies.
- 3.17.7 The Contractor shall require that any subcontractors obtain and maintain similar levels of insurance and shall provide the Contract Monitor with the same documentation as is required of the Contractor.

3.18 Problem Escalation Procedure
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- 3.18.1 The Contractor must provide and maintain a Problem Escalation Procedure (PEP) for both routine and emergency situations. The PEP must state how the Contractor will address problem situations as they occur during the performance of the Contract, especially problems that are not resolved to the satisfaction of the State within appropriate timeframes.

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

- 3.18.2 The Contractor must provide the PEP no later than ten (10) days after notice of Contract award or after the date of the Notice to Proceed, whichever is earlier. The PEP, including any revisions

thereto, must also be provided within ten (10) days after the start of each contract year (and within ten (10) 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:

- The process for establishing the existence of a problem;
- The maximum duration that a problem may remain unresolved at each level in the Contractor's organization before automatically escalating the problem to a higher level for resolution;
- Circumstances in which the escalation will occur in less than the normal timeframe;
- The nature of feedback on resolution progress, including the frequency of feedback, to be provided to the State;
- Identification of, and contact information for, progressively higher levels of personnel in the Contractor's organization who would become involved in resolving a problem;
- Contact information for persons responsible for resolving issues after normal business hours (e.g., evenings, weekends, holidays, etc.) and on an emergency basis; and
- A process for updating and notifying the Contract Monitor of any changes to the PEP.

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

3.19 MBE Reports

3.19.1 In the event that there is an MBE Goal, the Contractor and its MBE subcontractors shall provide the following MBE Monthly Reports:

- a. MBE Report D-4, the Contractor's Invoice Report by the 10th of the month following the reporting period to the Contract Monitor and the MBE Liaison Officer
- b. MBE Report D-5, the MBE Subcontractor's Invoice Report by the 10th of the month following the reporting period to the Contract Monitor and the MBE Liaison Officer.

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SECTION 4 – PROPOSAL FORMAT

4.1 Two Part Submission

Offerors shall submit proposals in separate volumes:

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

4.2 Proposals

4.2.1 Volume I – Technical Proposal and Volume II – Financial Proposal shall be sealed separately from one another. Each Volume shall contain an unbound original, so identified, and eight (8) copies. The two (2) sealed Volumes shall be submitted together under one (1) label bearing:

- The RFP title and number,
- Name and address of the Offeror,
- The volume number (I or II), and
- Closing date and time for receipt of proposals

The Offeror is responsible for delivering both volumes to the Procurement Officer (see Section 1.5 “Procurement Officer”) prior to the date and time for receipt of proposals (see Section 1.11 “Proposals Due (Closing) - Date and Time”).

4.2.2 An electronic version (CD) of the Technical Proposal in Microsoft Word format must be enclosed with the original Technical Proposal. An electronic version (CD) of the Financial Proposal in Microsoft Word format must be enclosed with the original Financial Proposal. CDs must be labeled on the outside with the RFP title and number, name of the Offeror, and volume number. CDs must be packaged with the original copy of the appropriate proposal (technical or financial).

4.2.3 A second electronic version of Volume I and Volume II in searchable .pdf format shall be submitted on CD for Public Information Act (PIA) requests. This copy shall be redacted so that confidential and/or proprietary information has been removed (see Section 1.19 “Public Information Act Notice”).

4.2.4 All pages of both proposal volumes shall be consecutively numbered from beginning (Page 1) to end (Page “x”). Numbering within individual sections is acceptable.

4.3 Delivery

Offerors may either mail or hand-deliver proposals.

4.3.1 For U.S. Postal Service deliveries, any proposal that has been received at the appropriate mailroom, or typical place of mail receipt, for the respective procuring unit by the time and date listed in the RFP will be deemed to be timely.

If an Offeror chooses to use the U.S. Postal Service for delivery, the Department recommends that it use Express Mail, Priority Mail, or Certified Mail only as these are the only forms for which both the date and time of receipt can be verified by the Department.

An Offeror using first class mail will not be able to prove a timely delivery at the mailroom and it could take several days for an item sent by first class mail to make its way by normal internal mail to the procuring unit.

- 4.3.2 Hand-delivery includes delivery by commercial carrier acting as agent for the Offeror. For any type of direct (non-mail) delivery, offerors are advised to secure a dated, signed, and time-stamped (or otherwise indicated) receipt of delivery.
- 4.3.3 After receipt, a Register of Proposals will be prepared that identifies each Offeror. The register of proposals will be open to inspection only after the Procurement Officer makes a determination recommending the award of the Contract.

4.4 Volume I – Technical Proposal

Note: No pricing information is to be included in the Technical Proposal (Volume I). Pricing will only be included in the Financial Proposal (Volume II). Technical Proposals containing pricing information will be rejected.

4.4.1 Format of Technical Proposal

Inside a sealed package described in Section 4.2 “Proposals,” the unbound original, 8 copies, and the electronic version shall be provided. The RFP sections are numbered for ease of reference. Section 4.4.3 sets forth the order of information to be provided in the Technical Proposal, e.g., Section 1 “Title and Table of Contents,” Section 2 “Claim of Confidentiality,” Section 3 “Transmittal Letter,” Section 4 “Executive Summary,” etc. In addition to the instructions below, the Offeror’s Technical Proposal should be organized and numbered in the same manner as this RFP. This proposal organization will allow State officials and the Evaluation Committee to “map” Offeror responses directly to RFP requirements by section number and will aid in the evaluation process.

4.4.2 Additional Required Technical Submissions

The following documents shall be included in the Technical Proposal; each in its own section that follows the material submitted in Section 4.4.3.

- a. Minimum Qualifications Documentation (See Section 2 “Offeror Minimum Qualifications.”)
- b. Completed Bid/Proposal Affidavit (**Attachment B**)
- c. Completed MDOT Certified MBE Utilization and Fair Solicitation Affidavit (**Attachment D-1**). This attachment must be provided in a separately sealed envelope.
- d. Completed Maryland Living Wage Requirements Affidavit (**Attachment G-1**)
- e. Completed Federal Funds Attachment (**Attachment H**)
- f. Signed Conflict of Interest Affidavit and Disclosure (**Attachment I**)

Please note that:

- a. signed Contract (**Attachment A**),
- b. a completed Contract Affidavit (**Attachment C**),
- c. a signed Business Associate Agreement (**Attachment J**), and
- d. a signed Non-Disclosure Agreement (Award) (**Attachment K**)

are not required to be submitted with the proposal. These documents will be required to be completed and submitted by the successful Offeror within five (5) business days from notification by the Procurement Officer that the Offeror has been determined to be the apparent awardee.

4.4.3 The Technical Proposal shall include the following documents and information in the order specified as follows:

4.4.3.1 Title Page and Table of Contents

The Technical Proposal should begin with a title page bearing the name and address of the Offeror and the name and number of this RFP. A table of contents shall follow the title page for the Technical Proposal organized by section, subsection, and page number.

4.4.3.2 Claim of Confidentiality

Information which is claimed to be confidential is to be noted by reference and included after the title page and before the table of contents, and if applicable, also in the Offeror's Financial Proposal. An explanation for each claim of confidentiality shall be included (see Section 1.19 "Public Information Act Notice").

4.4.3.3 Transmittal Letter

A transmittal letter shall accompany the Technical Proposal. The purpose of this letter is to transmit the Technical Proposal and acknowledge the receipt of any addenda. The transmittal letter should be brief and signed by an individual who is authorized to commit the Offeror to the services and requirements as stated in this RFP.

4.4.3.4 Executive Summary

The Offeror shall condense and highlight the contents of the Technical Proposal in a section titled "Executive Summary." The Offeror shall clearly demonstrate an understanding of the objectives and goals of the Department, as well as an understanding of the Scope of Work. This section should also include an analysis of the effort and resources which will be needed to realize the Department's objectives.

4.4.3.5 Experience and Qualifications of Proposed Staff

- a. The Offeror shall describe in detail how the proposed staff's experience and qualifications relate to their specific responsibilities, as detailed in the Work Plan. The Offeror shall include individual resumes for the key personnel who are to be assigned to the project if the Offeror is awarded the contract. Each resume should include the amount of experience the individual has had relative to the scope of work set forth in this solicitation. Letters of intended commitment to work on the project, including from non-MBE subcontractors, should be included in this section.
- b. For all key personnel the following items shall be submitted:
 1. A complete curriculum vitae;
 2. Samples of work, if specified, for the position;
 3. Three (3) business references with contact title, name, address, and telephone number;
 4. Copies of licenses held for any health professional;
 5. Proof of ability to obtain a Maryland pharmacy license for all pharmacists;
- c. The Offeror is required to 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 document.

4.4.3.6 Corporate Qualifications and Capabilities

The Offeror shall include information on past corporate experience with similar projects and/or services. The Offeror shall describe how its organization can meet the requirements of this RFP and shall include the following information:

- a. An overview of the Offeror's experience and capabilities providing similar services. This description shall include:
 - i. The number of years the Offeror has provided the similar services; and
 - ii. The number of clients and geographic locations that the Offeror currently serves.
 - b. The names and titles of key management personnel who will be directly involved with supervising the services to be performed under this Contract.
 - c. At least three (3) references from customers who are capable of documenting the Offeror's ability to provide the services specified in this RFP. Each reference shall be from a client for whom the Offeror provided services within the past five (5) years and shall include the following information:
 - i. Name of client organization;
 - ii. Name, title, telephone number, and e-mail address, if available, of point of contact for client organization; and
 - iii. Value, type, duration, and services provided.
- DHMH reserves the right to request additional references or use references not provided by an Offeror. Offeror references must be able to substantiate some or all of the Minimum Qualifications in Section 2 are met.**
- d. Offerors must include in its proposal a commonly accepted method to prove its fiscal integrity. Some acceptable methods include but are not limited to one or more of the following:
 - i. Dunn and Bradstreet Rating;
 - ii. Standard and Poor's Rating;
 - iii. Recently audited (or best available) financial statements;
 - iv. Lines of credit;
 - v. Evidence of a successful financial track record; and
 - vi. Evidence of adequate working capital.

The Offeror shall also describe how it is configured managerially, financially, and individually so as to afford the assurance that it can execute a contract successfully.

- e. The Offeror's process for resolving billing errors.
- f. Corporate organizational chart that identifies the complete structure of the company including any parent company, headquarters, regional offices, and subsidiaries of the Offeror.

- g. Complete list of all subcontractors, other than those used to meet an MBE subcontracting goal, which are identified separately. 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.
- h. Legal Action Summary. This summary shall include:
 - i. A statement as to whether there are any outstanding legal actions or potential claims against the Offeror and a brief description of any action;
 - ii. A brief description of any settled or closed legal actions or claims against the Offeror over the past five (5) years;
 - iii. A description of any judgments against the Offeror within the past five (5) years, including the case name, number court, and what the final ruling or determination was from the court; and
 - iv. In instances where litigation is on-going and the Offeror has been directed not to disclose information by the court, provide the name of the judge and location of the court.

- i. Past State Experience

The Offeror shall provide a list of all contracts with any entity of the State of Maryland for which it is currently performing services or for which services have been completed within the last five (5) years. For each identified contract the Offeror is to provide:

- i. The State contracting entity;
- ii. A brief description of the services/goods provided;
- iii. The dollar value of the contract;
- iv. The term of the contract;
- v. The State employee contact person (name, title, telephone number, and, if possible, e-mail address); and
- vi. 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 responsibility of the Offeror and considered as part of the experience and past performance evaluation criteria of the RFP.

- j. Demonstrate the process the organization uses to ensure the delivery of quality products that meet Department's needs; i.e. what is the quality control and/or quality assurance procedures currently in place?
- k. Demonstrate how these procedures monitor work products to ensure consistency and completion prior to deadlines.
- l. Describe the Contractor's method for measuring customer satisfaction and how frequently this information is obtained.

- m. Related Experience

Contractor shall provide a narrative detailing relative experience with the following types of activities within the last five years. The Department is specifically looking for organizations with experience in the following:

1. Retrospective DUR Analysis
2. DUR Interventions
3. Managed Care Organizations (MCO) Pharmaceutical Oversight
4. Fee-for-service Recipient Corrective Managed Care (Lock-In) Program
5. Online Electronic Data Base
6. Maintain an Electronic Formulary Service

- n. The Offeror shall describe the overall capabilities of the organization to meet the requirements of the RFP. Include descriptions of selected engagements for other clients involving services similar or equal to those requested by this RFP, as well as the process used to insure that all deliverables meet or exceeded the needs of the customer. Describe how proposed key staff members' experience and qualifications relate to their specific responsibilities for each program listed above.

4.4.3.7 Offeror Technical Response to the RFP and Proposed Work Plan

- a. The Offeror shall address each major section in its Technical Proposal and describe how its proposed services will meet or exceed the requirement(s). If the State is seeking Offeror agreement to a requirement, the Offeror shall state agreement or disagreement. Any paragraph in the Technical Proposal that responds to a work requirement shall include an explanation of how the work will be done. Any exception to a requirement, term, or condition may result in having the proposal deemed unacceptable or the Offeror classified as not reasonably susceptible of being selected for award.
- b. The Offeror shall give a definitive description of the proposed plan to meet the requirements of the RFP, or work plan. It shall include the specific methodology and techniques to be used by the Offeror in providing the required services as outlined in RFP Section 3 "Scope of Work," and specifically Section 3.2 "Scope of Work – Requirements."

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.

- c. The work plan should include a time-line which shows:
- i. a time-phased schedule by task for meeting the proposed requirements;
 - ii. a list of proposed staff and hours to be committed to each task by each staff member;
 - iii. total hours for all requirements of this contract; and
 - iv. any provisions or input which the Offeror will require from the Department.
- d. Describe the methods of analysis to be used for analyzing claims data, and propose a sample format for the retrospective proposals and reports. A description of a proposed educational intervention should also be included.
- e. Describe the database system that the Contractor will use or develop to analyze MCO encounter and fee-for-service data (See **Attachments Y** through **LL**). Any software and/or database developed under this contract will become the property of the Department. A detailed description of how this system will work and how the Department will access the system should be included as well as a description of the proposed software and a sample of the user's manual. A description of how the system will operate and where the report analyses will be completed (contractor's server vs

Department's client PC) should be provided. A proposal that provides a web-based solution is highly desired.

- f. The Offeror shall provide examples of AHFS therapeutic classes of MCOs' formularies they reviewed, including the content of formulary comparisons reports.
- g. Provide a description of how a DUR Board meeting will be conducted, including a sample agenda and minutes.
- h. Include an example of work performed on previous projects that are similar in scope to the requirements listed in 3.6. The following work examples should be provided:
 - 1. Fee-for-service Recipient Corrective Managed Care (Lock-In) Program (See 3.6) ;
 - 2. Profiles of Aberrant Recipients (See 3.6); and
 - 3. Intervention letters (See 3.6).
- i. Provide example of an article with continuing education elements; (See 3.10)
- j. Include an example of work performed on previous projects that are similar in scope to the requirements listed in 3.14 and the reports listed in 3.13. The following work examples should be provided:
 - 1. Criteria Sets (See 3.14.1(a));
 - 2. Outlier Report (See 3.13.1(c));
 - 3. A recent list of all priority and standard medications approved by the Food and Drug Administration (See 3.13.1(o)(p));
 - 4. DUR Board Annual Report that could be used to submit to CMS (See 3.13.1(h)); and
 - 5. Quarterly Retrospective DUR criteria sample (See 3.13.1(b))
- k. Include an outline of the overall management concepts employed by the Contractor and a project management plan.
- l. Describe the design and execution of the transition plans identified in 3.12.
- m. The Offeror shall identify the location(s) in which it proposes to provide the services, any current facilities that it operates, and any required construction to satisfy the State's requirements as outlined in this RFP.
- n. The Offeror must explain, in a draft Problem Escalation Plan, how problems associated with the work to be performed under the Contract will be escalated in order to resolve any issues in a timely manner. Please note a final plan is required of the successful Offeror in Section 3.18 after award.

4.4.3.8 Economic Benefit Factors

Offerors shall submit with their proposals a narrative describing benefits that will accrue to the Maryland economy as a direct or indirect result of their performance of this contract. Proposals will be evaluated to assess the benefit to Maryland's economy specifically offered.

Proposals that identify specific benefits as being contractually enforceable commitments will be rated more favorably than proposals that do not identify specific benefits as contractual commitments, all other factors being equal.

Offerors shall identify any performance guarantees that will be enforceable by the State if the full level of promised benefit is not achieved during the contract term.

As applicable, for the full duration of the contract, including any renewal period, or until the commitment is satisfied, the contractor shall provide to the procurement officer or other designated agency personnel reports of the actual attainment of each benefit listed in response to this section. These benefit attainment reports shall be provided quarterly, unless elsewhere in these specifications a different reporting frequency is stated.

Please note that in responding to this section, the following do not generally constitute economic benefits to be derived from this contract:

1. generic statements that the State will benefit from the Offeror's superior performance under the contract;
2. descriptions of the number of Offeror employees located in Maryland other than those that will be performing work under this contract; or
3. tax revenues from Maryland based employees or locations, other than those that will be performing, or used to perform, work under this contract.

Discussion of Maryland based employees or locations may be appropriate if the Offeror makes some projection or guarantee of increased or retained presence based upon being awarded this contract.

Examples of economic benefits to be derived from a contract may include any of the following. For each factor identified below, identify the specific benefit and contractual commitments and provide a breakdown of expenditures in that category:

- 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;
- 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 contractor has committed, including contractual commitments at both prime and, if applicable, subcontract levels. If no new positions or subcontracts are anticipated as a result of this Contract, so state explicitly;
- 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;
- Subcontract dollars committed to Maryland small businesses and MBEs; and

- Other benefits to the Maryland economy which the Offeror promises will result from awarding the contract to the Offeror, including contractual commitments. Describe the benefit, its value to the Maryland economy, and how it will result from, or because of the contract award. Offerors may commit to benefits that are not directly attributable to the contract, but for which the contract award may serve as a catalyst or impetus.

4.4.3.9 Certificate of Insurance

The Offeror shall provide a copy of the Offeror's current certificate(s) of insurance with the prescribed limits set forth in Section 3.17 "Insurance Requirement." The successful Offeror must provide a certificate of insurance naming the State as an additional insured, if required, within five (5) business days from notification by the Procurement Officer that the Offeror has been determined to be the apparent awardee.

4.5 Volume II - Financial Proposal

Under separate sealed cover from the Technical Proposal and clearly identified in the format requirements identified in Section 4.2 "Proposals," the Offeror shall submit an original unbound copy, eight (8) copies, and an electronic version in MS Word of the Financial Proposal.

The Financial Proposal shall contain all price information in the format specified in **Attachment F**. The Offeror shall complete the price form only as provided in the Financial Proposal Form and Instructions.

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SECTION 5– EVALUATION CRITERIA AND SELECTION PROCEDURE

5.1 *Evaluation Criteria*

Evaluation of proposals will be based on the criteria set forth below. The Contract resulting from this RFP will be awarded to the Offeror that submits the proposal most advantageous to the State considering price and the technical factors set forth herein. In making this determination, technical factors will receive greater weight than price factors.

5.2 *Technical Criteria*

The State wishes to see an Offeror response to work requirements in the RFP that illustrates a comprehensive understanding of work requirements and mastery of the subject matter to include an explanation of how the work will be done. Responses to work requirements such as “concur” or “will comply” will receive a lower evaluation ranking than those Offerors who demonstrate they understand a work requirement and have a plan to meet or exceed it.

The criteria to be applied to each Technical Proposal are listed in descending order of importance.

5.2.1 Experience and Qualifications of Proposed Staff (See RFP § 4.4.3.5)

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

5.2.2. Corporate Qualifications and Capabilities (See RFP § 4.4.3.6)

- a.) Demonstrated quality control and/or quality assurance procedures.
- b.) Demonstrated commitment to providing quality reporting and services.
- c.) Understanding of and commitment to function solely in the role of the contracting entity including its willingness to adhere to and convey confidentiality policies and procedures, all applicable state and federal laws and regulations, and all licensing requirements.
- d.) Ability to handle and store confidential claims data tapes and information in an appropriate manner and location.
- e.) Sufficient facilities and personnel to meet RFP requirements and timeframes.

5.2.3 Offeror's Technical Response to RFP Requirements. An Offeror's response to the RFP shall illustrate a comprehensive understanding of the requirements and include an explanation of how the service will be provided. (Ref. Section 4.4.3.7)

5.2.4 Economic Benefit to State of Maryland (Ref. Section 4.4.3.6)

- a. How many contract dollars are to be recycled into Maryland's economy?
- b. How many and what types of jobs for Maryland residents will result?
- c. How much tax revenue?

5.3 Financial Criteria

All qualified Offerors will be ranked from the lowest (most advantageous) to the highest (least advantageous) price based on the total price proposed within the stated guidelines set forth in this RFP and as submitted on **Attachment F**—Financial Proposal Form.

5.4 Reciprocal Preference

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. Therefore, COMAR 21.05.01.04 requires that procuring units apply a reciprocal preference under the following conditions:

- The most advantageous offer is from a responsible Offeror whose headquarters, principal base of operations, or principal site (that will primarily provide the services required under this RFP) is in another state;
- The other state gives a preference to its resident businesses through law, policy, or practice; and
- The preference does not conflict with a Federal law or grant affecting the procurement Contract.

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

5.5 Selection Procedures

5.5.1 In General

The Contract will be awarded in accordance with the competitive sealed proposals method found at COMAR 21.05.03. The competitive sealed proposals method allows for the conduct 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. The State reserves the right to make an award without holding discussions.

In either case (i.e., with or without discussions), the State may determine an Offeror to be not responsible and/or an Offeror's proposal to be not reasonably susceptible of being selected for award at any time after the initial closing date for receipt of proposals and prior to Contract award. If the State finds an Offeror to be not responsible and/or an Offeror's technical proposal to be not reasonably susceptible of being selected for award, that Offeror's financial proposal will be returned if the financial proposal is unopened at the time of the determination.

Proposals are usually evaluated by a committee, which then makes a recommendation for award to the Procurement Officer. However, the Procurement Officer may evaluate proposals without a committee and recommend an Offeror for award. In either case, the Procurement Officer, with the concurrence of the agency head or designee, will make the final determination and recommendation for contract award.

5.5.2 Selection Process Sequence

5.5.2.1 A determination is made that the MDOT Certified MBE Utilization and Fair Solicitation Affidavit (**Attachment D1**) is included and is properly completed.

5.5.2.2 Technical proposals are evaluated for technical merit and ranked. During this review, oral presentations and discussions may be held. The purpose of such discussions will be to assure a full understanding of the State's requirements and the Offeror's ability to perform the services, as well as to facilitate arrival at a Contract that is most advantageous to the State. Qualified Offerors will be contacted by the State as soon as discussions are scheduled.

5.5.2.3 Offerors must confirm in writing any substantive oral clarifications of, or changes in, their proposals made in the course of discussions. Any such written clarifications or changes then become part of the Offeror's proposal. Proposals are given a final review and ranked.

5.5.2.4 The financial proposal of each qualified Offeror will be evaluated separately from the technical evaluation. After a review of the financial proposals of qualified Offerors, the evaluation committee or Procurement Officer may again conduct discussions to further evaluate the Offeror's entire proposal.

5.5.2.5 When in the best interest of the State, the Procurement Officer may permit Offerors that have submitted acceptable proposals 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.

5.5.3 Award Determination

Upon completion of all discussions and negotiations, reference checks, and site visits (if any), the Procurement Officer will recommend award of the Contract to the responsible Offeror(s) that submitted the proposal(s) determined to be the most

advantageous to the State considering technical evaluation factors and price factors as set forth in this RFP.

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SECTION 6 - ATTACHMENTS

ATTACHMENT A – Contract

This is the Contract used by DHMH. It is provided with the RFP for informational purposes and is not required to be signed at proposal submission time. Upon notification of recommendation for award, a completed contract will be sent to the selected Offeror for signature. The Offeror must return three (3) executed copies of the Contract within five (5) working days after receipt. Upon award, a fully-executed copy will be sent to the Contractor.

ATTACHMENT B – Bid/Proposal Affidavit

This document must be completed and submitted with the Offeror's technical proposal.

ATTACHMENT C – Contract Affidavit

This document is not required at the time of proposal submission, but may be submitted to expedite processing. If not received with the proposal, it must be submitted by the selected Offeror to the Procurement Officer with the Contract (see Attachment A).

ATTACHMENT D – Minority Business Enterprise Forms

This attachment includes the MBE subcontracting goal statement, instructions, and MBE Attachments D1 through D6. Attachment D1 must be completed and submitted with the Offeror's technical proposal in a separately sealed envelope. Attachments D2 and D3 are required to be submitted within ten (10) days of receiving notification of recommendation for award.

ATTACHMENT E – Pre-Proposal Conference Response Form

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

ATTACHMENT F – Financial Proposal Instructions and Financial Proposal Form

Financial Proposal forms must be completed and submitted as the Financial Proposal.

ATTACHMENT G – Living Wage Requirements for Service Contracts

ATTACHMENT G-1 – Maryland Living Wage Requirements and Living Wage

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

ATTACHMENT H – Federal Funds Attachment

Certifications and documents must be completed and submitted with the Technical Proposal.

ATTACHMENT I – Conflict of Interest Affidavit and Disclosure

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

ATTACHMENT J – Business Associate Agreement

This document is not required at the time of proposal submission, but may be submitted to expedite processing. If not received with the proposal, it must be submitted by the selected Offeror to the Procurement Officer with the Contract (see Attachment A).

ATTACHMENT K – Non-Disclosure Agreement

This document is not required at the time of proposal submission, but may be submitted to expedite processing. If not received with the proposal, it must be submitted by the selected Offeror to the Procurement Officer with the Contract (see Attachment A).

ATTACHMENT L – Location of the Performance of Services Disclosure

This Attachment applies to a procurement contract with an estimated value of \$2,000,000 or more. This document **must** be included with the bid or offer.

ATTACHMENT M – Investment in Iran Activities Certification

The Certification must be provided along with the signed Contract.

ATTACHMENT N – Pharmacy Benefit Manager Phone # for MCOs

ATTACHMENT O – DUR Policies and Procedures

ATTACHMENT P – Standards and Reporting Requirements of Drug Use Management Programs

ATTACHMENT Q – Drug Use Review Nomination Package

ATTACHMENT R – MEDICAID Drug Utilization Review (DUR) Annual Report

ATTACHMENT S – Maryland MEDICAID Mental Health Formulary

ATTACHMENT T – Sample Newsletter with Preferred Drug List

ATTACHMENT U – Specifications for Epocrates, Inc. – Sample

ATTACHMENT V – Corrective Managed Care Pharmacist

ATTACHMENT W – CONNECT:DIRECT

ATTACHMENT X – Number of Fee for Service & Encounter Data Claims Received per Month

ATTACHMENT Y – File Interface Sample

ATTACHMENTS Z through LL – File Layouts

ATTACHMENT MM – Monthly Status Report Format & Content Example

ATTACHMENT A – CONTRACT

Drug Use Review Analyses, Evaluations & Interventions for Maryland Medicaid Recipients

THIS CONTRACT (the “Contract”) is made this ____ day of _____, _____ by and between _____ (the “Contractor”) and the STATE OF MARYLAND, acting through the DEPARTMENT OF HEALTH AND MENTAL HYGIENE, OFFICE OF PROCUREMENT AND SUPPORT SERVICES (the “Department”).

In consideration of the promises and the covenants herein contained, 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 “Contract Monitor” means the individual identified in the RFP as the Contract Monitor.
- 1.3 “Contractor” means _____ whose principal business address is _____ and whose principal office in Maryland is _____.
- 1.4 “Department” means the Maryland Department of Health and Mental Hygiene and any of its Agencies, Offices, Administrations, Facilities or Commissions.
- 1.5 “Financial Proposal” means the Contractor’s Financial Proposal dated _____.
- 1.6 “Procurement Officer” means the individual identified in the RFP as the Procurement Officer.
- 1.7 “RFP” means the Request for Proposals titled _____, Solicitation # DHMH OPASS _____ -- _____, and any addenda thereto issued in writing by the State.
- 1.8 “State” means the State of Maryland.
- 1.9 “Technical Proposal” means the Contractor’s Technical Proposal, dated _____.

2. Scope of Contract

2.1 The Contractor shall provide all deliverables as defined in the RFP Section 3 “Scope of Work.” These services shall be provided in accordance with the terms and conditions of this Contract and the following Exhibits, which are attached hereto and incorporated herein by reference. If there is any conflict between this Contract and the Exhibits, the terms of the Contract shall govern. 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 Technical Proposal
- Exhibit C – The Financial Proposal
- Exhibit D - State Contract Affidavit, executed by the Contractor and dated _____.

2.2 The Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the Contract or the RFP. 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 Modifications to this Contract may be made provided (a) the modifications are made in writing; (b) all parties sign the modifications; and (c) approval by the required agencies, as described in COMAR, Title 21, is obtained.

3. Period of Performance.

- 3.1 The Contract resulting from this RFP shall be for a period of **three (3)** years beginning on or about **(enter contract start date)** and ending on or about **(enter contract end date)**. The Contractor shall provide services upon receipt of official notification of award.
- 3.2 Further, this contract may be extended for a period of two additional years at the sole discretion of the Department and at the prices quoted in the proposal for the Option Years.

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 specified on the Financial Proposal Form (Attachment F). Unless properly modified (see above Section 2.3), payment to the Contractor pursuant to this Contract shall not exceed \$____. **(The following language may be added to indefinite quantity, labor hour and time and materials contracts at the discretion of the Contract Monitor; otherwise delete it.)**
- 4.2 Payments to the Contractor shall be made no later than thirty (30) days after the Department's receipt of a proper invoice for services provided by the Contractor, acceptance by the Department of services provided by the Contractor, and pursuant to the conditions outlined in Section 4 of this Contract. Each invoice for services rendered must include the Contractor's Federal Tax Identification Number which is _____. Charges for late payment of invoices other than as prescribed by Md. Code Ann., State Finance and Procurement Article, § 15-104, are prohibited. Invoices shall be submitted to the Contract Monitor. 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 Contractor's eMarylandMarketplace vendor ID number is _____.

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, 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.

6. Exclusive Use

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.

7. Patents, Copyrights, and Intellectual Property

- 7.1 If the Contractor furnishes any design, device, material, process, or other item, which is covered by a patent, trademark or service mark, 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.
- 7.2 The Contractor will defend or settle, at its own expense, any claim or suit against the State alleging that any such item furnished by the Contractor infringes any patent, trademark, service mark, copyright, or trade secret. If a third party claims that a product infringes that party’s patent, trademark, service mark, trade secret, or copyright, the Contractor will defend the State against that claim at Contractor’s expense and will pay all damages, costs and attorneys’ fees that a court finally awards, provided the State: (a) promptly notifies the Contractor in writing of the claim; and (b) allows Contractor to control and cooperates with Contractor in, the defense and any related settlement negotiations. The obligations of this paragraph are in addition to those stated in Section 7.3 below.

- 7.3 If any products furnished by the Contractor become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement, the Contractor will, at its option and expense: (a) procure for the State the right to continue using the applicable item; (b) replace the product with a non-infringing product substantially complying with the item's specifications; or (c) modify the item so that it becomes non-infringing and performs in a substantially similar manner to the original item.

8. Public Information

- 8.1 Subject to the Maryland Public Information Act and any other applicable laws, all confidential or proprietary information and documentation relating to either party (including, without limitation, any information or data stored within the Contractor's computer systems) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents, and employees to the extent that such disclosure is necessary for the performance of their duties under this Contract, provided that the data may be collected, used, disclosed, stored, and disseminated only as provided by and consistent with the law. The provisions of this section shall not apply to information that: (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already in the possession of such party; (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information; or (e) which such party is required to disclose by law.
- 8.2 Offerors should give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Md. Code Ann., State Government Article, Title 10, Subtitle 6.

9. Loss of Data

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

10. Indemnification

- 10.1 The Contractor shall hold harmless and indemnify the State from and against any and all losses, damages, claims, suits, actions, liabilities and/or expenses, including, without limitation, attorneys' fees and disbursements of any character that arise from, are in connection with or are attributable to the performance or nonperformance of the Contractor or its subcontractors under this Contract.
- 10.2 The State has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim, or action of any character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.
- 10.3 The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.

- 10.4 The Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from, or relating to, the Contractor's obligations under the Contract, and will cooperate, assist, and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of, or relating to, the Contractor's performance under this Contract.

11. Non-Hiring of Employees

No official or employee of the State, as defined under Md. Code Ann., State Government Article, § 15-102, 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 the 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

- 13.1 This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland, not including its choice of law rules.
- 13.2 The Md. Code Ann., Commercial Law Article, Title 22, Maryland Uniform Computer Information Transactions Act, does not apply to this Contract or to any purchase order or Notice to Proceed issued under this Contract.
- 13.3 Any and all references to the Maryland Code Annotated 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, marital status, national origin, ancestry, or disability of a qualified individual with a disability; (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 business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of 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 rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State 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 Cause

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; provided, 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

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, interruptions, interferences, or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract.

Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts

of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

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 Md. Code Ann., State Finance and Procurement Article, § 11-206, 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 Md. Code Ann., State Finance and Procurement Article, § 13-221, which requires that every person 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 thirty (30) days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of the State certain specified information to include disclosure of beneficial ownership of the business.

23. Political Contribution Disclosure

The Contractor shall comply with Md. Code Ann., Election Law Article, §§ 14-101 through 14-108, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year in which the person receives in the aggregate \$100,000 or more, shall, file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Board of Elections: (a) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (b) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (i) February 5, to cover the six (6) month period ending January 31; and (ii) August 5, to cover the six (6) month period ending July 31.

24. Documents Retention and Inspection Clause

The Contractor and subcontractors shall retain and maintain all records and documents relating to this contract for a period of five (5) years after final payment by the State hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or designee, at all reasonable times.

If the Contractor supplies services to a State residential health care facility under the Mental Hygiene Administration, the Family Health Administration, the Alcohol and Drug Abuse Administration, or the Developmental Disabilities Administration, the Contractor agrees, in addition to the requirements above:

- 24.1 That pursuant to 42 Code of Federal Regulations (C.F.R.) Part 420, the Secretary of Health and Human Services, and the Comptroller General of the United States, or their duly-authorized representatives, shall be granted access to the Contractor's contract, books, documents and records

necessary to verify the cost of the services provided under this contract, until the expiration of four (4) years after the services are furnished under this contract; and

- 24.2 That similar access will be allowed to the books, documents and records of any organization related to the Contractor or controlled by the Contractor (as those terms are defined in 42 C.F.R. (420.301) if that organization is sub-contracting to provide services with a value of \$10,000 or more in a twelve (12) month period to be reimbursed through funds provided by this contract.

25. Compliance with Laws

The Contractor hereby represents and warrants that:

- 25.1 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;
- 25.2 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 of this Contract;
- 25.3 It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and,
- 25.4 It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

26. Cost and Price Certification

By submitting cost or price information, the Contractor certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of the date of its bid or offer.

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 bid or offer, was inaccurate, incomplete, or not current.

27. Subcontracting; Assignment

The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the prior written approval of the Department's Contract Monitor, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the Department's Contract Monitor. 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.

28. Liability

- 28.1 For breach of this Contract, negligence, misrepresentation, or any other contract or tort claim, Contractor shall be liable as follows:
- a. For infringement of patents, copyrights, trademarks, service marks, and/or trade secrets, as provided in Section 7 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, losses, costs, expenses, suits, or actions in any way related to this Contract, regardless of the form, Contractor's liability shall be limited to three (3) times the total dollar amount of the Contract value up to the date of settlement or final award of any such claim. Third party claims, arising under Section 10 "Indemnification" of this Contract, are included in this limitation of liability only if the State is immune from liability. Contractor's liability for third party claims arising under Section 10 of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section 10.

29. Parent Company Guarantee (If Applicable)

[Corporate name of Parent Company] hereby guarantees absolutely the full, prompt and complete performance by [Contractor name] of all the terms, conditions and obligations contained in this Contract, as it may be amended from time to time, including any and all exhibits that are now or may become incorporated hereunto, and other obligations of every nature and kind that now or may in the future arise out of or in connection with this Contract, including any and all financial commitments, obligations and liabilities. [Corporate name of Parent Company] may not transfer this absolute guaranty to any other person or entity without the prior express written approval of the State, which approval the State may grant, withhold, or qualify in its sole and absolute subjective discretion. [Corporate name of Parent Company] further agrees that if the State brings any claim, action, suit or proceeding against [Contractor], [Corporate name of Parent Company] may be named as a party, in its capacity as Absolute Guarantor.

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 at Md. Code Ann., State Finance and Procurement Article, Title 19. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this 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 The Contractor shall include the above Commercial Nondiscrimination clause, or similar clause approved by DBM, in all subcontracts.
- 30.3 As a condition of entering into this Contract, upon the request of the Commission on Civil Rights, and only after the filing of a complaint against Contractor under Md. Code Ann., State Finance and Procurement Article, Title 19, as amended from time to time, Contractor agrees to provide within sixty (60) days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past four (4) years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth at

Md. Code Ann., State Finance and Procurement Article, Title 19, 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.

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;
 - 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 provision, 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 Minority Business Enterprise (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.
 - b. This verification may include, as appropriate:
 - i. Inspecting any relevant records of the Contractor;
 - ii. Inspecting the jobsite; and
 - iii. Interviewing subcontractors and workers.
 - iv. Verification shall include a review of:
 - (a) The Contractor’s monthly report listing unpaid invoices over thirty (30) days old from certified MBE subcontractors and the reason for nonpayment; and

- (b) The monthly report of each certified MBE subcontractor, which lists payments received from the Contractor in the preceding thirty (30) days and invoices for which the subcontractor has not been paid.
- c. 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.
- d. 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, the Department may then:
 - 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.
- e. 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. Contract Monitor

32.1 Contract Monitor. The work to be accomplished under this Contract shall be performed under the direction of the Contract Monitor. All matters relating to the interpretation of this Contract shall be referred to the Contract Monitor for determination.

33. 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: Sharon R. Gambrill, CPPB
 Procurement Officer
 Maryland Department of Health and Mental Hygiene
 Office of Procurement and Support Services
 201 West Preston Street, Room 416B
 Baltimore, Maryland 21201

If to the Contractor: _____

34. 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 OOE 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.

35. Compliance with Federal HIPAA and State Confidentiality Law

- 35.1 The Contractor acknowledges its duty to become familiar with and comply, to the extent applicable, with all requirements of the federal Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. §§ 1320d et seq. and implementing regulations including 45 C.F.R. Parts 160 and 164. The contractor also agrees to comply with the Maryland Confidentiality of Medical Records Act (MCMRA), Md. Code Ann. Health-General §§ 4-301 et seq. This obligation includes:
- (a) As necessary, adhering to the privacy and security requirements for protected health information and medical records under HIPAA and MCMRA and making the transmission of all electronic information compatible with the HIPAA requirements;
 - (b) Providing training and information to employees regarding confidentiality obligations as to health and financial information and securing acknowledgement of these obligations from employees to be involved in the contract; and
 - (c) Otherwise providing good information management practices regarding all health information and medical records.
- 35.2 Based on the determination by the Department that the functions to be performed in accordance with the scope of work set forth in Part I constitute business associate functions as defined in HIPAA, the selected offeror shall execute a business associate agreement as required by HIPAA regulations at 45 C.F.R. 164.501 and set forth in Attachment J . The fully-executed Business Associate Agreement must be submitted within five (5) working days after notification of selection, or within five (5) days after award, whichever is earlier. Upon expiration of the five (5) day submission period, if the Department determines that the selected offeror has not provided the HIPAA agreement 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 next qualified offeror.
- 35.3 Protected Health Information as defined in the HIPAA regulations at 45 C.F.R. 160.103 and 164.501, means information transmitted as defined in the regulations, that is individually identifiable; that is created or received by a healthcare provider, health plan, public health authority, employer, life insurer, school or university, or healthcare clearinghouse; and that is related to the past, present, or future physical or mental health or condition of an individual, to the provision of healthcare to an individual, or to the past, present, or future payment for the provision of healthcare to an individual. The definition excludes certain education records as well as employment records held by a covered entity in its role as employer.

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

CONTRACTOR

STATE OF MARYLAND
DEPARTMENT OF HEALTH AND
MENTAL HYGIENE

By:

By: Joshua M. Sharfstein, M.D., Secretary

Date

Or designee:

Date

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

Assistant Attorney General

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

ATTACHMENT B - BID/PROPOSAL AFFIDAVIT

A. AUTHORITY

I HEREBY AFFIRM THAT:

I am the (title) _____ and the duly authorized representative of (business) _____ and that I possess the legal authority to make this Affidavit on behalf of the business for which I am acting.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in “discrimination” as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. “Discrimination” means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendor’s, supplier’s, or commercial customer’s employees or owners. “Discrimination” also includes retaliating against any person or other entity for reporting any incident of “discrimination”. Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the bidder discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder agrees to comply in all respects with the State’s Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES.

The undersigned bidder hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article, §14-308(a)(2), Annotated Code of Maryland, which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a bid or proposal and:

- (1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority proposal;
- (2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the bid or proposal;
- (3) Fail to use the certified minority business enterprise in the performance of the contract; or
- (4) Pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

Without limiting any other provision of the solicitation on this project, it is understood that if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

(1) Been convicted under state or federal statute of:

(a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract;
or

(b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;

(2) Been convicted of any criminal violation of a state or federal antitrust statute;

(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;

(4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)-(5) above;

(7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;

(8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or

(9) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C and subsections D(1)-(8) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension).

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

(1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

G. SUBCONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

K. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____

By: _____
(print name of Authorized Representative and Affiant)

(signature of Authorized Representative and Affiant)

Revised August, 2011

ATTACHMENT C - CONTRACT AFFIDAVIT

A. AUTHORITY

I HEREBY AFFIRM THAT:

I am the (title) _____ and the duly authorized representative of (business) _____ and that I possess the legal authority to make this Affidavit on behalf of the business for which I am acting.

B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

I FURTHER AFFIRM THAT:

The business named above is a (check applicable box):

- (1) Corporation — domestic or foreign;
- (2) Limited Liability Company — domestic or foreign;
- (3) Partnership — domestic or foreign;
- (4) Statutory Trust — domestic or foreign;
- (5) Sole Proprietorship.

and is registered or qualified as required under Maryland Law. I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

Name and Department ID

Number: _____ Address: _____

and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as:

Name and Department ID Number: _____

Address: _____

C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, §§14-101 - 14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

E. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
- (2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
 - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
 - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
 - (c) Prohibit its employees from working under the influence of drugs or alcohol;
 - (d) Not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
 - (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
 - (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
 - (i) The dangers of drug and alcohol abuse in the workplace;
 - (ii) The business's policy of maintaining a drug and alcohol free workplace;
 - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
 - (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §E(2)(b), above;
 - (h) Notify its employees in the statement required by §E(2)(b), above, that as a condition of continued employment on the contract, the employee shall:
 - (i) Abide by the terms of the statement; and

(ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

(i) Notify the procurement officer within 10 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

(i) Take appropriate personnel action against an employee, up to and including termination; or
(ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

(k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §E(2)(a)-(j), above.

(3) If the business is an individual, the individual shall certify and agree as set forth in §E(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

(4) I acknowledge and agree that:

(a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated _____, 20____, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____

By: _____
(printed name of Authorized Representative and Affiant)

(signature of Authorized Representative and Affiant)

Revised August, 2011

ATTACHMENT D – MINORITY BUSINESS ENTERPRISE

The Contractor shall structure its procedures for the performance of the work required in this contract to attempt to achieve the Minority Business Enterprise (MBE) participation goal stated in this solicitation. MBE performance must be in accordance with this Attachment, as authorized by Minority Business Enterprise Policies set forth at COMAR 21.11.03. Accordingly, the Contractor agrees to exercise all good faith efforts to carry out the requirements set forth in this Attachment.

DEFINITIONS

As used in this Attachment, the following words have the meanings indicated.

- ◆ “Certification” means a determination made by the Maryland Department of Transportation that a legal entity is a minority business enterprise.
- ◆ “MBE Liaison” is the employee designated to administer this Department’s MBE program.
- ◆ “Minority Business Enterprise” or “MBE” means any legal entity, other than a joint venture, organized to engage in commercial transactions, that is:
 - (1) at least 51 percent owned and controlled by one or more individuals who are socially and economically disadvantaged; and
 - (2) managed by, and the daily business operations of which are controlled by, one or more of the socially and economically disadvantaged individuals who own it.

Note: A minority business enterprise also includes a not-for-profit entity organized to promote the interests of physically or mentally disabled individuals. An MBE **must** be certified by the Maryland Department of Transportation (MDOT) in order to have its contract participation counted under the Department’s MBE program.

MINORITY BUSINESS ENTERPRISE INSTRUCTIONS AND FORMS D1 through D5

A. MBE Participation Goals and Subgoals

The Contractor shall achieve the MBE subcontracting goal and any subgoals established for this contract, by subcontracting to one or more MDOT-certified Minority Business Enterprises a sufficient portion of the contract’s scope of work that results in total MBE payments that meet or exceed the MBE participation goal.

If awarded the Contract:

- A prime contractor – including an MBE or certified Small Business Reserve (SBR) prime contractor – must accomplish an amount of work not less than the MBE participation goal with certified MBE subcontractors.
- A prime contractor comprising a joint venture that includes MBE partner(s) must accomplish the MBE participation goal with certified MBE subcontractors.

B. Solicitation and contract formation

1. Instructions for Submission of Bid or Proposal:

a. **The bidder or offeror must include the following affidavit with its bid or proposal:**

- 1) A completed MDOT Certified MBE Utilization and Fair Solicitation Affidavit (Attachment D1) whereby the bidder or offeror acknowledges the certified MBE participation goal and commits to make a good faith effort to achieve the goal or requests a

waiver, and affirms that MBE subcontractors were treated fairly in the solicitation process. Pursuant to COMAR 21.11.03.09C(2), bidders or offerors, including bidders or offerors that are certified MBEs shall: (a) identify specific work categories within the scope of the procurement appropriate for subcontracting; (b) solicit certified MBEs in writing at least ten (10) days before bids or proposals are due, describing the identified work categories and providing instructions on how to bid on the subcontracts; (c) attempt to make personal contact with the certified MBEs solicited and to document these attempts; (d) assist certified MBEs to fulfill, or to seek waiver of, bonding requirements; and (e) attend prebid or other meetings the procurement agency schedules to publicize contracting opportunities to certified MBEs.

Additionally, the bidder or offeror identifies the specific commitment of certified Minority Business Enterprises at the time of submission by listing each MBE subcontractor to be used on the contract and specifying the specific percentage of contract value (not range) associated with each subcontractor. **Attachment D1 shall become part of the final contract, therefore, any changes (additions and/or deletions) must be submitted to the Procurement Officer in writing for approval.**

Note: If a percentage range is specified for a proposed MBE subcontractor, only the lowest amount in the range can be considered for MBE commitment purposes. Ex: If a range of “5-15%” is proposed for a MBE subcontractor, only “5%” can be considered for purposes of totaling the actual MBE commitment for that particular MBE subcontractor. It is suggested that the bidder or offeror provide a specific percentage, and not a percentage range, for each MBE subcontractor proposed.

NOTE: The failure of a bidder or offeror to complete and submit the MDOT Certified MBE Utilization and Fair Solicitation Affidavit shall result in a determination that the bid is non-responsive or that the offeror is not reasonably susceptible of being selected for contract award.

- 2) **Within 10 working days from notification** that it is the apparent awardee or from the date of the actual award, whichever is earlier, the apparent awardee must provide the following documentation to the Procurement Officer.
 - a) Outreach Efforts Compliance Statement (**Attachment D2**)
 - b) Subcontractor Project Participation Statement (**Attachment D3**)
 - c) If the apparent awardee has requested a waiver (in whole or in part) of the overall MBE goal or of any subgoal as part of the previously submitted Attachment D-1, it must submit documentation supporting the waiver request that complies with COMAR 21.11.03.11.
 - d) Any other documentation required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal.

NOTE: 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 responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.

C. Contract Administration Requirements:

Prime Contractor shall:

1. **Attachment D4:** Submit monthly to the Department's Contract Monitor or designee a report listing all unpaid invoices over 30 days old received from a certified MBE subcontractor working under the contract, the amount of each invoice and the reason payment has not been made. For informational purposes only, a sample prime contractor unpaid invoice report is attached.
 2. **Attachment D5:** Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit monthly to the Department's Contract Monitor or designee a report that identifies the prime contract and lists all payments received from the Contractor in the preceding 30 days, as well as any outstanding invoices, and the amount of those invoices. For informational purposes only, a sample MBE Subcontractor Paid/Unpaid Invoice report is attached.
 3. Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the contract, the type of work performed by each, and the actual dollar value of work performed.
 4. 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.
 5. **COMAR 21.11.03.13F:** A procurement agency may, upon completion of a contract, and before final payment and/or release of retainage or both, require that a prime contractor on any contract having an MBE subcontract goal, submit a final report, in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.
- D. Minority Business Enterprise Participation Forms**
The following forms are samples for your use in identifying and completing the MBE documentation requirements.

Revised January 2013

MDOT Certified MBE Utilization and Fair Solicitation Affidavit

(submit with bid or offer)

This document **MUST BE** included with the bid or offer. If the Bidder or Offeror fails to complete and submit this form with the bid or offer as required, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

In conjunction with the bid or offer submitted in response to Solicitation No. _____, I affirm the following:

1. I acknowledge and intend to meet the overall certified Minority Business Enterprise (MBE) participation goal of 10 percent and, if specified in the solicitation, the following subgoals (complete for only those subgoals that apply):
- | | |
|---------------------------------|------------------------------|
| _____ percent African American | _____ percent Asian American |
| _____ percent Hispanic American | _____ Woman-Owned |
- Therefore, I will not be seeking a waiver pursuant to COMAR 21.11.03.11.

OR

- I conclude that I am unable to achieve the MBE participation goal and/or subgoals. I hereby request a waiver, in whole or in part, of the overall goal and/or subgoals. Within 10 business days of receiving notice that our firm is the apparent awardee, I will submit all required waiver documentation in accordance with COMAR 21.11.03.11.
2. I understand that if I am notified that I am the apparent awardee, I must submit the following additional documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier.
- (a) Outreach Efforts Compliance Statement (Attachment D2)
 - (b) Subcontractor Project Participation Certification (Attachment D3)
 - (c) Any other documentation, including waiver documentation, if applicable, required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal.

I understand that if I fail to return each completed document within the required time, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.

3. In the solicitation of subcontract quotations or offers, MBE subcontractors were provided not less than the same information and amount of time to respond as were non-MBE subcontractors.
4. Set forth below are the (i) certified MBEs I intend to use and (ii) the percentage of the total contract amount allocated to each MBE for this project and the work activity(ies) each MBE will provide under the contract. I hereby affirm that the MBE firms are only providing those work activities for which they are MDOT certified.

Prime Contractor: (Firm Name, Address, Phone)	Project Description:
Project Number:	

List Information For Each Certified MBE Subcontractor On This Project

Minority Firm Name	MBE Certification Number
FEIN Identify the Applicable Certification Category (For Dually Certified Firms, Check Only One Category)	
<input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Other	
Percentage of Total Contract Value to be provided by this MBE _____%	
Description of Work to Be Performed:	
Minority Firm Name	MBE Certification Number
FEIN Identify the Applicable Certification Category (For Dually Certified Firms, Check Only One Category)	
<input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Other	
Percentage of Total Contract Value to be provided by this MBE _____%	
Description of Work to Be Performed:	
Minority Firm Name	MBE Certification Number
FEIN Identify the Applicable Certification Category (For Dually Certified Firms, Check Only One Category)	
<input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Other	
Percentage of Total Contract Value to be provided by this MBE _____%	
Description of Work to Be Performed:	
Minority Firm Name	MBE Certification Number
FEIN Identify the Applicable Certification Category (For Dually Certified Firms, Check Only One Category)	
<input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Other	
Percentage of Total Contract Value to be provided by this MBE _____%	
Description of Work to Be Performed:	

Continue on a separate page, if needed.

SUMMARY

Total <i>African-American</i> MBE Participation:	_____ %
Total <i>Asian American</i> MBE Participation:	_____ %
Total <i>Hispanic American</i> MBE Participation:	_____ %
Total <i>Woman-Owned</i> MBE Participation:	_____ %
Total <i>Other</i> Participation:	_____ %
Total <i>All MBE</i> Participation:	_____ %

Note: The percentages entered above must total to the actual percentage of contract value to be committed to be paid to MBE subcontractor(s). i.e. if the MBE commitment is “25%,” the actual individual MBE percentages listed above should total “25%” (Not “100%,” indicating 100% of MBE commitment).

For example, if the MBE goal is 25%, and all proposed MBEs are African-American with a total MBE commitment of 25%, the totals under “Total African-American MBE Participation” and “Total *All MBE* Participation” should be listed as “25%.”

I solemnly affirm under the penalties of perjury that the contents of this Affidavit are true to the best of my knowledge, information, and belief.

Bidder/Offeror Name

(PLEASE PRINT OR TYPE)

Signature of Affiant

Name: _____

Title: _____

Date: _____

SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL

Outreach Efforts Compliance Statement

Complete and submit this form within 10 working days of notification of apparent award or actual award, whichever is earlier.

In conjunction with the bid or offer submitted in response to Solicitation No. _____, Bidder/Offeror states the following:

1. Bidder/Offeror identified opportunities to subcontract in these specific work categories.
2. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit MDOT certified MBEs for these subcontract opportunities.
3. Bidder/Offeror made the following attempts to contact personally the solicited MDOT certified MBEs.
4. Select ONE of the following:
 - a. This project does not involve bonding requirements.
 - OR**
 - b. Bidder/Offeror assisted MDOT certified MBEs to fulfill or seek waiver of bonding requirements (*describe efforts*).
5. Select ONE of the following:
 - a. Bidder/Offeror did/did not attend the pre-bid/proposal conference.
 - OR**
 - b. No pre-bid/proposal conference was held.

Bidder/Offeror Printed Name

By: _____
Signature

Address: _____

Subcontractor Project Participation Certification

Please complete and submit one form for each MDOT certified MBE listed on Attachment D1 within 10 working days of notification of apparent award.

_____ (*prime contractor*) has entered into a contract with _____ (*subcontractor*) to provide services in connection with the Solicitation described below.

Prime Contractor Address and Phone	Project Description
Project Number	Total Contract Amount \$
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Percentage of Total Contract	
Total Subcontract Amount \$	

The undersigned Prime Contractor and Subcontractor hereby certify and agree that they have fully complied with the State Minority Business Enterprise law, State Finance and Procurement Article §14-308(a)(2), Annotated Code of Maryland which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a bid or proposal and:

- (1) fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority business enterprise in its bid or proposal;
- (2) fail to notify the certified minority business enterprise before execution of the contract of its inclusion of the bid or proposal;
- (3) fail to use the certified minority business enterprise in the performance of the contract; or
- (4) pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

PRIME CONTRACTOR SIGNATURE

SUBCONTRACTOR SIGNATURE

By: _____
 Name, Title
 Date

By: _____
 Name, Title
 Date

This form is to be completed monthly by the prime contractor.

Attachment D4

Maryland Department of Health and Mental Hygiene Minority Business Enterprise Participation Prime Contractor Paid/Unpaid MBE Invoice Report

Report #: _____ Reporting Period (Month/Year): _____ Report is due to the MBE Officer by the 10th of the month following the month the services were provided. Note: Please number reports in sequence	Contract #: _____ Contracting Unit: _____ Contract Amount: _____ MBE Subcontract Amt: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____
--	--

Prime Contractor:		Contact Person:																																					
Address:																																							
City:		State:	ZIP:																																				
Phone:	FAX:	Email:																																					
Subcontractor Name:		Contact Person:																																					
Phone:	FAX:																																						
Subcontractor Services Provided:																																							
List all payments made to MBE subcontractor named above during this reporting period: <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:10%;"></th> <th style="width:40%; text-align: center;"><u>Invoice#</u></th> <th style="width:50%; text-align: center;"><u>Amount</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> <tr> <td colspan="2">Total Dollars Paid: \$</td> <td>_____</td> </tr> </tbody> </table>			<u>Invoice#</u>	<u>Amount</u>	1.			2.			3.			4.			Total Dollars Paid: \$		_____	List dates and amounts of any outstanding invoices: <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:10%;"></th> <th style="width:40%; text-align: center;"><u>Invoice #</u></th> <th style="width:50%; text-align: center;"><u>Amount</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> <tr> <td colspan="2">Total Dollars Unpaid: \$</td> <td>_____</td> </tr> </tbody> </table>			<u>Invoice #</u>	<u>Amount</u>	1.			2.			3.			4.			Total Dollars Unpaid: \$		_____
	<u>Invoice#</u>	<u>Amount</u>																																					
1.																																							
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Total Dollars Paid: \$		_____																																					
	<u>Invoice #</u>	<u>Amount</u>																																					
1.																																							
2.																																							
3.																																							
4.																																							
Total Dollars Unpaid: \$		_____																																					

**If more than one MBE subcontractor is used for this contract, you must use separate D-5 forms.

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

_____ Contract Monitor _____ Contracting Unit Department of Health and Mental Hygiene _____ _____ _____ <div style="text-align: right;">mailto:</div>

This form must be completed by
 MBE subcontractor

ATTACHMENT D5

**Minority Business Enterprise Participation
 Subcontractor Paid/Unpaid MBE Invoice Report**

Report#: _____ Reporting Period (Month/Year): _____ Report is due by the 10th of the month following the month the services were performed.	Contract # _____ Contracting Unit: _____ MBE Subcontract Amount: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____
---	--

MBE Subcontractor Name: _____																																
MDOT Certification #: _____																																
Contact Person: _____	Email: _____																															
Address: _____																																
City: Baltimore	State: _____	ZIP: _____																														
Phone: _____	FAX: _____																															
Subcontractor Services Provided:																																
List all payments received from Prime Contractor during reporting period indicated above. <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:5%;"></th> <th style="width:40%; text-align: center;"><u>Invoice Amt</u></th> <th style="width:15%; text-align: center;"><u>Date</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td> </td><td> </td></tr> <tr><td>2.</td><td> </td><td> </td></tr> <tr><td>3.</td><td> </td><td> </td></tr> <tr> <td colspan="2">Total Dollars Paid: \$ _____</td> <td> </td> </tr> </tbody> </table>			<u>Invoice Amt</u>	<u>Date</u>	1.			2.			3.			Total Dollars Paid: \$ _____			List dates and amounts of any unpaid invoices over 30 days old. <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:5%;"></th> <th style="width:40%; text-align: center;"><u>Invoice Amt</u></th> <th style="width:15%; text-align: center;"><u>Date</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td> </td><td> </td></tr> <tr><td>2.</td><td> </td><td> </td></tr> <tr><td>3.</td><td> </td><td> </td></tr> <tr> <td colspan="2">Total Dollars Unpaid: \$ _____</td> <td> </td> </tr> </tbody> </table>		<u>Invoice Amt</u>	<u>Date</u>	1.			2.			3.			Total Dollars Unpaid: \$ _____		
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	<u>Invoice Amt</u>	<u>Date</u>																														
1.																																
2.																																
3.																																
Total Dollars Unpaid: \$ _____																																
Prime Contractor: _____		Contact Person: _____																														

****Return one copy of this form to the following address (electronic copy with signature & date is preferred):**

_____ Contract Monitor _____ Contracting Unit Department of Health and Mental Hygiene _____ _____ _____ _____ mailto:

Signature: _____ Date: _____
 (Required)

MARYLAND DEPARTMENT OF HEALTH & MENTAL HYGIENE
Code of Maryland Regulations (COMAR)
Title 21, State Procurement Regulations
(regarding a waiver to a Minority Business Enterprise subcontracting goal)

COMAR 21.11.03.11 - Waiver.

A. If, for any reason, the apparent successful bidder or offeror is unable to achieve the contract goal for certified MBE participation, the bidder or offeror may request, in writing, a waiver to include the following:

- (1) A detailed statement of the efforts made to select portions of the work proposed to be performed by certified MBEs in order to increase the likelihood of achieving the stated goal;
- (2) A detailed statement of the efforts made to contact and negotiate with certified MBEs including:
 - (a) The names, addresses, dates, and telephone numbers of certified MBEs contacted, and
 - (b) A description of the information provided to certified MBEs regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed;
- (3) As to each certified MBE that placed a subcontract quotation or offer that the apparent successful bidder or offeror considers not to be acceptable, a detailed statement of the reasons for this conclusion;
- (4) A list of minority subcontractors found to be unavailable. This list should be accompanied by an MBE unavailability certification (MBE Attachment D6) signed by the minority business enterprise, or a statement from the apparent successful bidder or offeror that the minority business refused to give the written certification: and
- (5) The record of the apparent successful bidder or offeror's compliance with the outreach efforts required under Regulation .09B(2)(b).

A waiver may only be granted upon a reasonable demonstration by that MBE participation could not be obtained or could not be obtained at a reasonable price.

If the waiver request is determined not to meet this standard, the bidder or offeror will be found non-responsive (bid) or not reasonably susceptible for award (proposal) and removed from further consideration.

- B. A waiver of a certified MBE contract goal may be granted only upon reasonable demonstration by the bidder or offeror that certified MBE participation was unable to be obtained or was unable to be obtained at a reasonable price and if the agency head or designee determines that the public interest is served by a waiver. In making a determination under this section, the agency head or designee may consider engineering estimates, catalogue prices, general market availability, and availability of certified MBEs in the area in which the work is to be performed, other bids or offers and subcontract bids or offers substantiating significant variances between certified MBE and non-MBE cost of participation, and their impact on the overall cost of the contract to the State and any other relevant factor.
- C. An agency head may waive any of the provisions of Regulations .09-.10 for a sole source, expedited, or emergency procurement in which the public interest cannot reasonably accommodate use of those procedures.
- D. When a waiver is granted, except waivers under Section C, one copy of the waiver determination and the reasons for the determination shall be kept by the MBE Liaison Officer with another copy forwarded to the Office of Minority Affairs.

MBE ATTACHMENT D6

MINORITY CONTRACTOR UNAVAILABILITY CERTIFICATE

Section I (to be completed by PRIME CONTRACTOR)

I hereby certify that the firm

of _____
Name of Prime Contractor)

located at _____
(Number) (Street) (City) (State) (Zip)

on _____ contacted certified minority business enterprise, _____
(Date) (Name of Minority Business)

_____ located at _____
(Number) (Street) (City) (State) (Zip)

seeking to obtain a bid for work/service for project number _____, project
name _____

List below the type of work/ service requested:

Indicate the type of bid sought, _____. The minority business enterprise identified
above is either unavailable for the work /service in relation to project number _____, or is unable to
prepare a bid for the following reasons(s):

The statements contained above are, to the best of my knowledge and belief, true and accurate.

(Name) (Title)

(Number) (Street) (City) (State) (Zip)

(Signature) (Date)

Note: Certified minority business enterprise must complete Section II on reverse side.

Section II (to be completed by CERTIFIED MINORITY BUSINESS ENTERPRISE)

I hereby certify that the firm of _____ MBE Cert.# _____
(Name of MBE Firm)
located at _____
(Number) (Street) (City) (State) (Zip)
was offered the opportunity to bid on project number _____, ON _____
(Date)
by _____
(Prime Contractor's Name) (Prime Contractor Official's Name) (Title)

The statements contained in Section I and Section II of this document are, to the best of my knowledge and belief, true and accurate.

(Name) (Title) (Phone)

(Signature) (Fax Number)

ATTACHMENT E – PRE-PROPOSAL CONFERENCE RESPONSE FORM

Solicitation Number - DHMH OPASS - 13-13295

Drug Use Review Analyses, Evaluations & Interventions for Maryland Medicaid Recipients

A Pre-Proposal Conference will be held at 10:30 a.m., on February 4, 2013, at Dept. of Health and Mental Hygiene, 201 W. Preston Street, Conference Room L-1. Please return this form by February 1, 2013, advising whether or not you plan to attend.

Return via e-mail or fax this form to the Procurement Coordinator:

Jane M. Rutkowski
Office of Systems, Operations & Pharmacy
Department of Health and Mental Hygiene
201 W. Preston Street
Baltimore, MD 21201
Email: jane.rutkowski@maryland.gov
Fax #: (410) 333- 5277

Please indicate:

_____ Yes, the following representatives will be in attendance:

- 1.
- 2.
- 3.

_____ No, we will not be in attendance.

Please specify whether any reasonable accommodations are requested (see RFP § 1.8 “Pre-Proposal Conference”):

Signature Title

Name of Firm (please print)

FINANCIAL PROPOSAL INSTRUCTIONS

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 form in accordance with the instructions on the form and as specified herein. Do not alter the forms or the financial proposal may be rejected. The Financial Proposal Form is to be signed and dated, where requested, by an individual who is authorized to bind the Offeror to all proposed prices entered on the Financial Proposal Form.

The Financial Proposal Form is used to calculate the Offeror's TOTAL PRICE PROPOSED. 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 unit price the State shall pay for the specific item or service identified in this RFP and may not be contingent on any other factor or condition in any manner.
- C) All calculations shall be rounded to the nearest cent, i.e. .344 shall be 34 and .345 shall be 35.
- D) All 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 the Financial Proposal Form shall be filled in. Any blanks may result in the bid being rejected. 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 form, nothing shall be entered on the Financial Proposal Form that alters or proposes conditions or contingencies on the prices.
- 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 21.05.03.03E.

Financial Proposal Form

The Financial Proposal shall contain all price information in the format specified on these pages. Complete the price sheets only as provided in the Financial Proposal Instructions. Do not amend, alter or leave blank any items on the Financial Proposal Form. Offerors must submit prices for each option year. Failure to adhere to any of these instructions may result in the proposal being rejected by the Department.

In FY 12, Maryland Medicaid Pharmacy Program had approximately 980,000 recipients and 11,508,334 pharmacy claims from Fee-For-Service and MCOs.

Note that all historical data and assumptions used in this RFP and Financial Proposal Form are estimates used for evaluation purposes and not a guarantee or projection of actual recipients, usage, claims, etc. in the contract to be awarded by the State.

Base Period—Three Years plus One Month for Transition

Item	Evaluation Model Assumptions	Fixed Price in Dollars
Transition Period		\$
DUR Analyses and Intervention	Per RFP Section 3.2, 3.3 and 3.6	\$
MCO Oversight	8 MCOs	\$
Subscriptions and References	Per RFP Section 3.7	\$
Electronic Formulary service	8 MCOs and FFS	\$
Continuing Education	3 programs per year	\$
Professional Staffing	Per RFP Section 3.11	\$
Reports	50 per year	\$
Total		\$

Renewal Option—Two Years

Item	Evaluation Model Assumptions	Fixed Price in Dollars
DUR Analyses and Intervention	Per RFP Section 3.2, 3.3 and 3.6	\$
MCO Oversight	10 MCOs	\$
Subscriptions and References	Per RFP Section 3.7	\$
Electronic Formulary service	10 MCOs and FFS	\$
Continuing Education	3 programs per year	\$
Professional Staffing	Per RFP Section 3.11	\$
Reports	65 per year	\$
Renewal Option Total		\$

Summary

Item	Fixed Price in Dollars
Transition & Base Period Total	\$
Renewal Option Total	\$
Grand Total Price	\$

Authorized Signature: _____

Date: _____

Printed Name and Title: _____

Company Name : _____

Company Address: _____

FEIN: _____

eMM #: _____

Telephone #: _____

Fax #: _____

Authorized Signature: _____

ATTACHMENT G – LIVING WAGE REQUIREMENTS FOR SERVICE CONTRACTS

Living Wage Requirements for Service Contracts

- A. This contract is subject to the Living Wage requirements in the 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 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 the 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 the Md. Code Ann., State Finance and Procurement Article, §18-103(c), shall not lower an employee's wage rate below the minimum wage set at 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 and Finance 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 at <http://www.dllr.state.md.us/labor/> and clicking on Living Wage for State Service contracts.

ATTACHMENT G-1 - MARYLAND LIVING WAGE AFFIDAVIT OF AGREEMENT

Contract No. _____ Tier _____

Name of Contractor _____

Address _____

City _____ State _____ Zip _____

Code _____

If the Contract Is Exempt from the Living Wage Law

The Undersigned, being an authorized representative of the above named Contractor, hereby affirms that the Contract is exempt from Maryland's Living Wage Law for the following reasons (check all that apply):

- Bidder/Offeror is a nonprofit organization
- Bidder/Offeror is a public service company
- Bidder/Offeror employs 10 or fewer employees and the proposed contract value is less than \$500,000
- Bidder/Offeror employs more than 10 employees and the proposed contract value is less than \$100,000

If the Contract Is a Living Wage Contract

A. The Undersigned, being an authorized representative of the above named Contractor, hereby affirms its commitment to comply with the Md. Code Ann., State Finance and Procurement Article, Title 18 and, if required, to submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract. The Bidder/Offeror agrees to pay covered employees who are subject to living wage at least the living wage rate in effect at the time service is provided for hours spent on State contract activities, and to ensure that its Subcontractors who are not exempt also pay the required living wage rate to their covered employees who are subject to the living wage for hours spent on a State contract for services. The Contractor agrees to comply with, and ensure its Subcontractors comply with, the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate established by the Commissioner of Labor and Industry, automatically upon the effective date of the revised wage rate.

B. _____ (initial here if applicable) The Bidder/Offeror affirms it has no covered employees for the following reasons: (check all that apply):

- The employee(s) proposed to work on the contract will spend less than one-half of the employee's time during any work week on the contract

- The employee(s) proposed to work on the contract is/are 17 years of age or younger during the duration of the contract; or
- The employee(s) proposed to work on the contract will work less than 13 consecutive weeks on the State contract.

The Commissioner of Labor and Industry reserves the right to request payroll records and other data that the Commissioner deems sufficient to confirm these affirmations at any time.

Name of Authorized Representative: _____

Signature of Authorized Representative Date

Title

Witness Name (Typed or Printed)

Witness Signature Date

Submit This Affidavit with Bid/Proposal

ATTACHMENT H – FEDERAL FUNDS ATTACHMENT

A Summary of Certain Federal Fund Requirements and Restrictions
[Details of particular laws, which may levy a penalty for noncompliance,
are available from the Department of Health and Mental Hygiene.]

1. Form and rule enclosed: 18 U.S.C. 1913 and Section 1352 of P.L. 101-121 require that all *prospective* and present subgrantees (this includes all levels of funding) who receive more than \$100,000 in federal funds must submit the form “Certification Against Lobbying.” It assures, generally, that recipients will not lobby federal entities with federal funds, and that, as is required, they will disclose other lobbying on form SF- LLL.
2. Form and instructions enclosed: “Form LLL, Disclosure of Lobbying Activities” must be submitted by those receiving more than \$100,000 in federal funds, to disclose any lobbying of federal entities (a) with profits from federal contracts or (b) funded with nonfederal funds.
3. Form and summary of Act enclosed: Subrecipients of federal funds on any level must complete a “Certification Regarding Environmental Tobacco Smoke, required by Public Law 103-227, the Pro-Children Act of 1994. Such law prohibits smoking in any portion of any indoor facility owned or leased or contracted for regular provision of health, day care, early childhood development, education, or library services for children under the age of 18. Such language must be included in the conditions of award (they are included in the certification, which may be part of such conditions.) This does not apply to those solely receiving Medicaid or Medicare, or facilities where WIC coupons are redeemed.
4. In addition, federal law requires that:
 - A) OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations requires that grantees (both recipients and subrecipients) which expend a total of \$500,000 or more in federal assistance shall have a single or program-specific audit conducted for that year in accordance with the provisions of the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act of 1996, P.L. 104-156, and the Office of Management and Budget (OMB) Circular A-133. All subgrantee audit reports, performed in compliance with the aforementioned Circular shall be forwarded within 30 days of report issuance to the DHMH, External Audit Division, Spring Grove Hospital-Tuerk Bldg, 55Wade Avenue, Baltimore, MD 21228.
 - B) All subrecipients of federal funds comply with Sections 503 and 504 of the Rehabilitation Act of 1973, the conditions of which are summarized in item (C).
 - C) Recipients of \$10,000 or more (on any level) must include in their contract language the requirements of Sections 503 (language specified) and 504 referenced in item (B).

Section 503 of the Rehabilitation Act of 1973, as amended, requires recipients to take affirmative action to employ and advance in employment qualified disabled people. An affirmative action program must be prepared and maintained by all contractors with 50 or more employees and one or more federal contracts of \$50,000 or more. This clause must appear in subcontracts of \$10,000 or more:

- a) The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for

which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- b) The contractor agrees to comply with the rules, regulations, and relevant orders of the secretary of labor issued pursuant to the act.
- c) In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the secretary of labor issued pursuant to the act.
- d) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the director, provided by or through the contracting office. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- e) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- f) The contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the [federal] secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor vendor. The contractor will take such action with respect to any subcontract or purchase order as the director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Sec. 791 et seq.) prohibits discrimination on the basis of handicap in all federally assisted programs and activities. It requires the analysis and making of any changes needed in three general areas of operation- programs, activities, and facilities and employment. It states, among other things, that:

Grantees that provide health ... services should undertake tasks such as ensuring emergency treatment for the hearing impaired and making certain that persons with impaired sensory or speaking skills are not denied effective notice with regard to benefits, services, and waivers of rights or consents to treatments.

- D) All subrecipients comply with Title VI of the Civil Rights Act of 1964, that they must not discriminate in participation by race, color, or national origin.
- E) All subrecipients of federal funds from SAMHSA (Substance Abuse and Mental Health Services Administration) or NIH (National Institute of Health) are prohibited from paying any direct salary at a rate in excess of Executive Level 1 per year. (This includes, but is not

limited to, subrecipients of the Substance Abuse Prevention and Treatment and the Community Mental Health Block Grants and NIH research grants.)

- F) There may be no discrimination on the basis of age, according to the requirements of the Age Discrimination Act of 1975.
- G) For any education program, as required by Title IX of the Education Amendments of 1972, there may be no discrimination on the basis of sex.
- H) For research projects, a form for Protection of Human Subjects (Assurance/ Certification/ Declaration) should be completed by each level funded, assuring that either: (1) there are no human subjects involved, or that (2) an Institutional Review Board (IRB) has given its formal approval before human subjects are involved in research. [This is normally done during the application process rather than after the award is made, as with other assurances and certifications.]
- I) In addition, there are conditions, requirements, and restrictions which apply only to specific sources of federal funding. These should be included in your grant/contract documents when applicable.

Rev. 3/2008

DEPARTMENT OF HEALTH AND HUMAN SERVICES

Public Health Service

Health Resources and
Service Administration
Rockville, MD 20857

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source or applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification, the offeror/contractor (for acquisitions) or applicant/grantee (for grants) certifies that the submitting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The submitting organization agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

Signature of Authorized Certifying Individual

U.S. Department of Health and Human Services

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Award No.	Organization Entity
Name and Title of Official for Organization Entity	Telephone No. of Signing Official
Signature of Above Official	Date Signed

16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____
 Print Name: _____
 Title: _____
 Telephone No.: _____ Date: _____

Federal Use Only:

Authorized for Local Reproduction
 Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
10. (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form and print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

ATTACHMENT I – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

Reference COMAR 21.05.08.08

- A. “Conflict of interest” means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- B. “Person” has the meaning stated in COMAR 21.01.02.01B(64) and includes an Offeror, Contractor, consultant, or subcontractor or sub-consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.
- C. The Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.
- D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):
- E. The Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____

By: _____
(Authorized Representative and Affiant)

SUBMIT THIS AFFIDAVIT WITH THE TECHNICAL PROPOSAL

ATTACHMENT J – BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the “Agreement”) is made by and between the Office of System, Operations & Pharmacy a unit of the Maryland Department of Health and Mental Hygiene (herein referred to as “Covered Entity”) and _____ (hereinafter known as “Business Associate”). Covered Entity and Business Associate shall collectively be known herein as the “Parties.”

WHEREAS, Covered Entity has a business relationship with Business Associate that is memorialized in a separate agreement (the “Underlying Agreement”) pursuant to which Business Associate may be considered a “business associate” of Covered Entity as defined in the Health Insurance Portability and Accountability Act of 1996 including all pertinent regulations (45 C.F.R. Parts 160 and 64), as amended from time to time, issued by the U.S. Department of Health and Human Services as either have been amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111–5) (collectively, “HIPAA”); and

WHEREAS, the nature of the contractual relationship between Covered Entity and Business Associate may involve the exchange of Protected Health Information (“PHI”) as that term is defined under HIPAA; and

WHEREAS, for good and lawful consideration as set forth in the Underlying Agreement, Covered Entity and Business Associate enter into this agreement for the purpose of ensuring compliance with the requirements of HIPAA and the Maryland Confidentiality of Medical Records Act (Md. Ann. Code, Health-General §§4-301 *et seq.*) (“MCMRA”); and

WHEREAS, this Agreement supersedes and replaces any and all Business Associate Agreements the Covered Entity and Business Associate may have entered into prior to the date hereof;

NOW THEREFORE, the premises having been considered and with acknowledgment of the mutual promises and of other good and valuable consideration herein contained, the Parties, intending to be legally bound, hereby agree as follows:

I. DEFINITIONS.

- A. Individual. “Individual” shall have the same meaning as the term “individual” in 45 C.F.R. §164.501 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. §164.502(g).
- B. Breach. “Breach” shall have the same meaning as the term “breach” in 45 C.F.R. § 164.402.
- C. Designated Record Set. “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 C.F.R. §164.501.
- D. Privacy Rule. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and E.
- E. Protected Health Information or PHI. “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 C.F.R. §164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

- F. Required By Law. “Required By Law” shall have the same meaning as the term “required by law” in 45 C.F.R. §164.501.
- G. Secretary. “Secretary” shall mean the Secretary of the U.S. Department of Health and Human Services or his or her designee.
- H. Security Rule. “Security Rule” shall mean the Security Standards for the Protection of Electronic Health Information at 45 CFR Part 164, Subpart C.
- I. Unsecured Protected Health Information. “Unsecured Protected Health Information” or “Unsecured PHI” shall mean PHI that is not secured through the use of a technology or methodology specified by the Secretary in guidance or as otherwise defined in the §13402(h) of the HITECH Act.

II. USE OR DISCLOSURE OF PHI BY BUSINESS ASSOCIATE.

- A. Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Underlying Agreement, provided that such use or disclosure would not violate the Privacy Rule.
- B. Business Associate shall only use and disclose PHI if such use or disclosure complies with each applicable requirement of 45 C.F.R. §164.504(e).
- C. Business Associate shall be directly responsible for full compliance with the relevant requirements of the Privacy Rule and Security Rule to the same extent as Covered Entity.

III. DUTIES OF BUSINESS ASSOCIATE RELATIVE TO PHI.

- A. Business Associate shall not use or disclose PHI other than as permitted or required by this Agreement, the MCMRA, or as Required By Law.
- B. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity. Business Associates shall comply with all components of the Security Rule that are applicable to covered entities in the same manner that a covered entity must comply.
- C. Business Associate shall immediately notify Covered Entity of any use or disclosure of PHI in violation of this Agreement
- D. In addition to its obligations in Section III.C, Business Associate shall document and notify Covered Entity of a Breach of Unsecured PHI. Business Associate’s notification to Covered Entity hereunder shall:
 - 1. Be made to Covered Entity without unreasonable delay and in no case later than fifty (50) calendar days after the incident constituting the Breach is first known, except where a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security. For purposes of clarity for this Section III.D.1, Business Associate must notify Covered Entity of an incident involving the acquisition, access, use or disclosure of PHI in a manner not permitted under 45 C.F.R. Part E within fifty (50) calendar days after an incident even if

- Business Associate has not conclusively determined within that time that the incident constitutes a Breach as defined by HIPAA;
2. Include the names of the Individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach;
 3. Be in substantially the same form as Exhibit A hereto; and
 4. Include a draft letter for the Covered Entity to utilize to notify the Individuals that their Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach that includes, to the extent possible:
 - a) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - b) A description of the types of Unsecured PHI that were involved in the Breach (such as full name, Social Security number, date of birth, home address, account number, disability code, or other types of information that were involved);
 - c) Any steps the Individuals should take to protect themselves from potential harm resulting from the Breach;
 - d) A brief description of what the Covered Entity and the Business Associate are doing to investigate the Breach, to mitigate losses, and to protect against any further Breaches; and
 - e) Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, website, or postal address.
- E. In the event of an unauthorized use or disclosure of PHI or a Breach of Unsecured PHI, Business Associate shall mitigate, to the extent practicable, any harmful effects of said disclosure that are known to it.
- F. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- G. To the extent applicable, Business Associate shall provide access to PHI in a Designated Record Set at reasonable times, at the request of Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. §164.524.
- H. To the extent applicable, Business Associate shall make any amendment(s) to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 C.F.R. §164.526 at the request of Covered Entity or an Individual.
- I. Business Associate shall, upon request with reasonable notice, provide Covered Entity access to its premises for a review and demonstration of its internal practices and procedures for safeguarding PHI.
- J. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for a Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528.

Should an individual make a request to Covered Entity for an accounting of disclosures of his or her PHI pursuant to 45 C.F.R. §164.528, Business Associate agrees to promptly provide Covered Entity with information in a format and manner sufficient to respond to the individual's request.

- K. Business Associate shall, upon request with reasonable notice, provide Covered Entity with an accounting of uses and disclosures of PHI provided to it by Covered Entity.
- L. Business Associate shall make its internal practices, books, records, and any other material requested by the Secretary relating to the use, disclosure, and safeguarding of PHI received from Covered Entity available to the Secretary for the purpose of determining compliance with the Privacy Rule. The aforementioned information shall be made available to the Secretary in the manner and place as designated by the Secretary or the Secretary's duly appointed delegate. Under this Agreement, Business Associate shall comply and cooperate with any request for documents or other information from the Secretary directed to Covered Entity that seeks documents or other information held by Business Associate.
- M. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 42 C.F.R. §164.502(j)(1).
- N. Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

IV. TERM AND TERMINATION.

- A. Term. The Term of this Agreement shall be effective as of as of the effective date of the Contract entered into following the solicitation for Drug Use Review Analyses, Evaluations & Interventions for Drug Use Review Analyses, Evaluations & Interventions for Maryland Medicaid Recipients, Solicitation # DHMH OPASS OPASS 13-13295, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section IV.
- B. Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, Covered Entity shall:
 - 1. Provide an opportunity for Business Associate to cure the breach or end the violation and, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, terminate this Agreement;
 - 2. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or
 - 3. If neither termination nor cure is feasible, report the violation to the Secretary.

C. Effect of Termination.

1. Except as provided in paragraph C(2) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall not retain any copies of the PHI.
2. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity written notification of the conditions that make return or destruction infeasible. After written notification that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.
3. Should Business Associate make an intentional or grossly negligent Breach of PHI in violation of this Agreement or HIPAA or an intentional or grossly negligent disclosure of information protected by the MCMRA, Covered Entity shall have the right to immediately terminate any contract, other than this Agreement, then in force between the Parties, including the Underlying Agreement.

V. CONSIDERATION

Business associate recognizes that the promises it has made in this agreement shall, henceforth, be detrimentally relied upon by covered entity in choosing to continue or commence a business relationship with business associate.

VI. REMEDIES IN EVENT OF BREACH

Business Associate hereby recognizes that irreparable harm will result to Covered Entity, and to the business of Covered Entity, in the event of breach by Business Associate of any of the covenants and assurances contained in this Agreement. As such, in the event of breach of any of the covenants and assurances contained in Sections II or III above, Covered Entity shall be entitled to enjoin and restrain Business Associate from any continued violation of Sections II or III. Furthermore, in the event of breach of Sections II or III by Business Associate, Covered Entity is entitled to reimbursement and indemnification from Business Associate for Covered Entity's reasonable attorneys' fees and expenses and costs that were reasonably incurred as a proximate result of Business Associate's breach. The remedies contained in this Section VI shall be in addition to (and not supersede) any action for damages and/or any other remedy Covered Entity may have for breach of any part of this Agreement.

VII. MODIFICATION; AMENDMENT

This Agreement may only be modified or amended through a writing signed by the Parties and, thus, no oral modification or amendment hereof shall be permitted. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and HIPAA.

VIII. INTERPRETATION OF THIS AGREEMENT IN RELATION TO OTHER AGREEMENTS BETWEEN THE PARTIES

Should there be any conflict between the language of this Agreement and any other contract entered into between the Parties (either previous or subsequent to the date of this Agreement), the language and provisions of this Agreement shall control and prevail unless the Parties specifically refer in a subsequent written agreement to this Agreement by its title and date and specifically state that the provisions of the later written agreement shall control over this Agreement. This Agreement shall be interpreted in accordance with Maryland state law, not including the choice of law provisions.

IX. COMPLIANCE WITH STATE LAW

The Business Associate acknowledges that by accepting the PHI from Covered Entity, it becomes a holder of medical records information under the MCMRA and is subject to the provisions of that law. If the HIPAA Privacy or Security Rules and the MCMRA conflict regarding the degree of protection provided for protected health information, Business Associate shall comply with the more restrictive protection requirement.

X. MISCELLANEOUS.

- A. Ambiguity. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.
- B. Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.
- C. Notice to Covered Entity. Any notice required under this Agreement to be given Covered Entity shall be made in writing to:

Ramiak James, Privacy Officer
Department of Health & Mental Hygiene
Office of the Inspector General
201 W. Preston Street, 5th Floor
Baltimore, MD 21201
Phone: (410) 767-5411

- D. Notice to Business Associate. Any notice required under this Agreement to be given Business Associate shall be made in writing to:

Address: _____

Attention: _____

Phone: _____

IN WITNESS WHEREOF and acknowledging acceptance and agreement of the foregoing, the Parties affix their signatures hereto.

COVERED ENTITY:

BUSINESS ASSOCIATE:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



ATTACHMENT J-1 - BREACH OF UNSECURED PROTECTED HEALTH INFORMATION

**NOTIFICATION TO THE
MARYLAND DEPARTMENT OF HEALTH AND MENTAL HYGIENE
ABOUT A BREACH OF UNSECURED PROTECTED HEALTH INFORMATION**

This notification is made pursuant to Section IIID(3) of the Business Associate Agreement between the Office of Systems, Operations and Pharmacy a unit of the Maryland Department of Health and Mental Hygiene (DHMH), and _____ (Business Associate).

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

Description of the breach: _____

Date of the breach: _____

Date of discovery of the breach: _____

Does the breach involve 500 or more individuals? Yes / No

If yes, do the people live in multiple states? Yes / No

Number of individuals affected by the breach: _____.

Names of individuals affected by the breach: (attach list)

The types of unsecured PHI that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code):

Description of what Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches:

Contact information to ask questions or learn additional information:

Name: _____

Title: _____

Address: _____

E-mail Address: _____

Phone Number: _____

ATTACHMENT K - NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (the “Agreement”) is made this _____ day of _____, 20____, by and between the State of Maryland (the “State”), acting by and through its Department of Health and Mental Hygiene (the “Department”) and _____ (the “Contractor”).

RECITALS

Drug Use Review Analyses, Evaluations & Interventions for Maryland Medicaid Recipients, # DHMH OPASS 13-13295

WHEREAS, the Contractor has been awarded a contract (the “Contract”) following the solicitation for Request for Proposals (“RFP”) Drug Use Review Analyses, Evaluations & Interventions for Maryland Medicaid Recipients, Solicitation # DHMH OPASS; 13-13295 and

WHEREAS, in order for the Contractor to perform the work required under the Contract, it will be necessary for the State at times to provide the Contractor and the Contractor’s employees, agents, and subcontractors (collectively the “Contractor’s Personnel”) with access to certain information the State deems confidential information (the “Confidential Information”).

NOW, THEREFORE, in consideration of being given access to the Confidential Information in connection with the RFP and the Contract, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties do hereby agree as follows:

1. Confidential Information means any and all information provided by or made available by the State to the Contractor in connection with the Contract, regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such. Confidential Information includes, by way of example only, information that the Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the Contract.
2. Contractor shall not, without the State’s prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information provided by the State except for the sole and exclusive purpose of performing under the Contract. Contractor shall limit access to the Confidential Information to the Contractor’s Personnel who have a demonstrable need to know such Confidential Information in order to perform under the Contract and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the Contractor’s Personnel are attached hereto and made a part hereof as Exhibit A. Each individual whose name appears on Exhibit A shall execute a copy of this Agreement and thereby be subject to the terms and conditions of this Agreement to the same extent as the Contractor. Contractor shall update Exhibit A by adding additional names (whether Contractor’s personnel or a subcontractor’s personnel) as needed, from time to time.
3. If the Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the Contractor’s performance of the RFP or who will otherwise have a role in performing any aspect of the RFP, the Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.

4. Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, to adopt or establish operating procedures and physical security measures, and to take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.
5. Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the Contractor's Personnel or the Contractor's former Personnel. Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).
6. Contractor shall, at its own expense, return to the Department all copies of the Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the Contract. Confidential Information returned to the State shall be accompanied by the Certification that is attached hereto and made a part hereof as Exhibit B and shall be signed by an officer of the Contractor authorized to bind the Contractor.
7. A breach of this Agreement by the Contractor or by the Contractor's Personnel shall constitute a breach of the Contract between the Contractor and the State.
8. Contractor acknowledges that any failure by the Contractor or the Contractor's Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and to seek damages from the Contractor and the Contractor's Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the Contractor or any of the Contractor's Personnel to comply with the requirements of this Agreement, the Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and costs.
9. Contractor and each of the Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement and the Contractor shall provide originals of such executed Agreements to the State.
10. The parties further agree that:
 - a. This Agreement shall be governed by the laws of the State of Maryland;
 - b. The rights and obligations of the Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
 - c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
 - d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
 - e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures;
 - f. The Recitals are not merely prefatory but are an integral part hereof; and

- g. The effective date of this Agreement shall be the same as the effective date of the Contract entered into by the parties.

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, executed this Agreement as of the day and year first above written.

Contractor: _____

Maryland Department of Health and Mental Hygiene

By: _____ (SEAL)

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

NON-DISCLOSURE AGREEMENT - EXHIBIT B

CERTIFICATION TO ACCOMPANY RETURN OF CONFIDENTIAL INFORMATION

I AFFIRM THAT:

To the best of my knowledge, information, and belief, and upon due inquiry, I hereby certify that: (i) all Confidential Information which is the subject matter of that certain Agreement by and between the State of Maryland and _____ (“Contractor”) dated _____, 20____ (“Agreement”) is attached hereto and is hereby returned to the State in accordance with the terms and conditions of the Agreement; and (ii) I am legally authorized to bind the Contractor to this affirmation.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, HAVING MADE DUE INQUIRY.

DATE: _____

NAME OF CONTRACTOR: _____

BY: _____
(Signature)

TITLE: _____
(Authorized Representative and Affiant)

ATTACHMENT L – LOCATION OF THE PERFORMANCE OF SERVICES DISCLOSURE

This document **must** be included with the bid or offer.

Pursuant to Md. Ann. Code, State Finance and Procurement Article, § 12-111, and in conjunction with the bid or offer submitted in response to Solicitation No. _____, the following disclosures are hereby made:

1. At the time of bid or proposal submission, the bidder/offeror and/or its proposed subcontractors:

___ have plans

___ have **no** plans

to perform any services required under the resulting Contract outside of the United States.

2. If services required under the contract are anticipated to be performed outside the United States by either the bidder/offeror or its proposed subcontractors, the bidder/offeror shall answer the following (attach additional pages if necessary):

a. Location(s) services will be performed:

b. Reasons why it is necessary or advantageous to perform services outside the United States:

The undersigned, being an authorized representative of the bidder/offeror, hereby affirms that the contents of this disclosure are true to the best of my knowledge, information, and belief.

Date: _____

Bidder/Offeror Name: _____

By: _____

Name: _____

Title: _____

Please be advised that the Department may contract for services provided outside of the United States if: the services are not available in the United States; the price of services in the United States exceeds by an unreasonable amount the price of services provided outside the United States; or the quality of services in the United States is substantially less than the quality of comparably priced services provided outside the United States.

CERTIFICATION REGARDING INVESTMENTS IN IRAN

1. The undersigned certifies that, in accordance with State Finance & Procurement Article, §17-705:
 - (i) it is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in §17-702 of State Finance & Procurement; and
 - (ii) it is not engaging in investment activities in Iran as described in State Finance & Procurement Article, §17-702.

2. The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities:

Date: _____

Bidder/Offeror Name: _____

By: _____

Name: _____

Title: _____

ATTACHMENT N – PHARMACY BENEFIT MANAGER PHONE # FOR MCOs

**MARYLAND MEDICAID • HEALTHCHOICE & PRIMARY ADULT CARE (PAC) PROGRAMS
PHARMACY BENEFIT MANAGER PHONE NUMBERS FOR
MANAGED CARE ORGANIZATIONS**

Managed Care Organization (MCO)	Pharmacy Benefit Manager		Phone Number for Pharmacy Providers	Phone Number for Physician Providers
AMERIGROUP Community Care*	Caremark, Inc.	24 hours – 7 days per week	1-800-345-5413	AMERIGROUP Pharmacy Department 1-800-454-3730 Mon – Fri 8:00am – 7:00pm Saturday 10:00am – 2:00pm 24 hour Nurse is available after hours
Diamond Plan from Coventry Health Care	Medco, Inc.	24 hours – 7 days per week	1-800-922-1557	Diamond Plan Prior Authorization Unit 1-877-215-4100 Mon – Fri 8:30am – 6:00pm EST Except Holidays
Jai Medical Systems*	BioScrip	24 hours – 7 days per week	1-800-213-5640	BioScrip Prior Authorization Desk 1-800-555-8513
Maryland Physicians Care	Express Scripts, Inc.	7:00am – 7:00pm	1-800-235-4357	1-800-235-4357
MedStar Family Choice	Caremark, Inc.	24 hours – 7 days per week	1-800-345-5413	MedStar Family Choice 410-933-2200 or 1-800-905-1722 Mon – Fri 8:30am – 5:00pm
Priority Partners*	Caremark, Inc.	24 hours – 7 days per week	1-800-345-5413	Priority Partners 1-888-819-1043 Mon – Fri 8:00am – 5:00pm
UnitedHealthcare*	Prescription Solutions	24 hours – 7 days per week	1-888-306-3243	1-800-310-6826 Physician Prior Authorization Phone Unit 24 hours – 7 days per week

***MCOs with HealthChoice & PAC enrollees.**

At the time of printing, the information and phone numbers listed are correct.

Updated April, 2012

ATTACHMENT O – DUR POLICIES AND PROCEDURES

**The State of Maryland
Department of Health and Mental Hygiene
Division of Clinical Pharmacy Services
Drug Utilization Review (DUR) Board
Revision September 10, 2009**

Administration

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

Function

The activities of the DUR Board include:

1. Advising the Maryland Medicaid Pharmacy Program (MMPP) of the Department of Health and Mental Hygiene in the area of DUR as defined by the Omnibus Budget Reconciliation Act of 1990, §1927g(3).
2. Reviewing prospective and retrospective DUR criteria, prior authorization criteria and quantity or dosage form limitations developed by the Division of Clinical Pharmacy Services or by contracted vendors.
3. Evaluating the use of criteria and interventions, including assessing the operational effect of the criteria and interventions, in order to identify areas of prescribing and dispensing of specific drugs that may result in adverse patient outcomes.
4. Evaluating patient drug utilization that may represent potential fraud and abuse and make disposition recommendations.
5. Identifying educational needs and develop educational plans to improve prescribing or dispensing practices, and evaluate the effect of these educational interventions.
6. Reviewing and approve the annual DUR report describing the nature and scope of the DUR program, summarizing education/intervention strategies used, and estimating the cost savings generated.
7. Advising the MMPP in the area of enrollment of recipients into the Corrective Managed Care Program through the DUR Board's Corrective Managed Care Advisory Committee. This subcommittee of the DUR Board develops Corrective Managed Care enrollment recommendations by considering the Lock-In Criteria for recipients (as defined by the Corrective Managed Care Advisory Committee Policy and Procedures)

Composition

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

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

Board Appointments and Terms

1. The retrospective DUR contractor recommends nominees for the DUR Board to the Division of Clinical Pharmacy Services, who then recommends the same to the Secretary of the Department of Health and Mental Hygiene.
2. The Secretary of the Department of Health and Mental Hygiene appoints the DUR Board.
3. DUR Board terms are for three years and are staggered, so that new Board members may be appointed each year.
4. DUR Board members may not serve more than two consecutive three-year terms.
5. DUR Board members may be replaced at the discretion of the Secretary due to absences or conflicts of interest or for any other matter where the Secretary determines that replacement would serve the best interests of the Maryland Medicaid population.
6. DUR Board members who are also members of the Corrective Managed Care Advisory Committee will serve on the Corrective Managed Care Advisory Committee for the duration of their DUR Board terms.

Meetings and Voting Procedures

1. Meetings are held quarterly at a time and place to be specified by the retrospective DUR contractor in collaboration with the Division of Clinical Pharmacy Services. The Corrective Managed Care Advisory Committee will meet just prior to the regularly scheduled DUR Board meeting in a closed session to specifically discuss recipients who should be recommended for the Corrective Managed Care Program.
2. The agenda, minutes to previous meetings and other materials in electronic format will be sent to DUR Board members at least 7 days prior to the meeting.
3. A quorum for the DUR Board is needed for the purposes of transacting business. Quorum shall consist of a simple majority of the current membership. For example, if there are 12 members on the DUR Board, 7 members of the DUR Board shall be necessary to achieve a quorum.
4. For those agenda items that require a vote by the members, voting will be conducted on items in the order in which they are brought up for discussion based on the outline of the agenda. The

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

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

Board Chairperson and Vice Chairperson

1. The DUR Board elects, from among its members, a Chairperson and Vice Chairperson.
2. The Chairperson presides over the meetings of the DUR Board. The Vice Chairperson presides over the meeting in the absence of the Chairperson.
3. The term of each of the Chairperson and Vice Chairperson is two years or until the selected Board member's term on the Board expires. Therefore, a Board member would need at least one year left on their appointment to be considered for the position of Chairperson or Vice Chairperson.
4. At the completion of the Chairperson's term, a new Chairperson and Vice Chairperson will be elected by the Board.

Prospective DUR Criteria

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

Point of Sale Vendor Prospective DUR Screening Criteria

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

Report denials first, in this order:

1. Early Refill
2. Therapeutic Duplication

Then report non-denied alerts in this order:

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

Prospective DUR Criteria Review

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

Retrospective DUR

1. The retrospective DUR contractor and the Division of Clinical Pharmacy Services will annually present ideas for retrospective analyses to the DUR Board for its input and prioritization.
2. The DUR contractor will perform quarterly retrospective analyses with input from the DUR Board and the Division of Clinical Pharmacy Services.
3. The retrospective DUR contractor will develop a draft plan including, therapeutic exception to be evaluated, criteria for patient selection and educational or administrative interventions. The plan will be presented to the DUR Board for its input and approval.
4. After the DUR evaluation is performed, the retrospective DUR contractor will present results and recommendations for additional action to the DUR Board in the form of a written report for input and approval.

Prior Authorization Criteria, Quantity and Dosage form Limitations

1. The DUR Board will review and evaluate prior authorization criteria, dosage form limitations or quantity limitations that the Division of Clinical Pharmacy Services intends to implement for fee-for-service Medicaid recipients.
2. The Board will review these criteria based on DUR Board members' clinical expertise and will advise the Division of Clinical Pharmacy Services if criteria are appropriate for implementation. The Division of Clinical Pharmacy Services will have final approval of all prior authorization criteria, quantity or dosage form limitation implemented.

Confidentiality

1. All DUR Board members will sign a confidentiality agreement with the Division of Clinical Pharmacy Services and the DUR contractors as required.
2. No specific patient or provider identifying information will be included in any DUR reports discussed at DUR Board meetings.

Public Communication

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

2. Dates for upcoming DUR Board meetings are posted to the MMPP website.
3. Portions of all DUR Board committee meetings discussing enrollment of specific recipients into the Corrective Managed Care Program will be held in closed sessions, each of which will comply with the State's Open Meetings Act..
4. No information regarding any recipient's enrollment and clinical determinations of the Corrective Managed Care Advisory Committee will be made available to the public.

Inclement Weather Policy

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

MARYLAND MEDICAID PHARMACY PROGRAM

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

INTRODUCTION

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

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

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

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

Detailing DUR Board Members

One-on-one Meetings with DUR Board members – It is not unusual for drug industry sales representatives in their normal conduct of business to contact providers, i.e. doctors and pharmacists, even though they may be DUR Board members. DUR Board member may decide for himself or herself whether or not to meet with drug industry sales representatives or account executives. Some DUR Board members may refuse to meet with any and all industry representatives. The State will not intervene on a drug industry sales representative's behalf to arrange, facilitate or moderate a meeting with any DUR Board member. Drug industry representatives should always make an appointment before visiting with any DUR Board member. DUR Board members are not expected to or encouraged to discuss any upcoming DUR Board meeting agenda items with industry representatives. Industry representatives agree to refrain from practices that attempt to exert undue pressure, or distort facts.

Drop-off material for DUR Board members – Drug industry representatives are encouraged to provide the most condensed and minimal amount of material to DUR Board members, if they elect to provide any at all. If a drug manufacturer believes that the DUR Board must consider certain information as part of its decision making, the company should give that detailed information to the appropriate individual at the MMPP or the DUR contractor. Written materials should be provided as follows:

- **Written material** - If account executives have printed material they wish to send to the DUR Board members, they may send it to the Clinical Pharmacy Services Division or the DUR Contractor at the DHMH headquarters and it may be forwarded to the DUR Board. Please enclose at least 12 copies packaged in individual envelopes with sufficient postage attached. Mail or deliver your material to the DUR Board, Department of Health and Mental Hygiene, Suite 407, 201 W. Preston Street, Baltimore, Maryland 21201. The MMPP will place labels on your packages and forward them to the DUR Board members. Materials received with insufficient postage will not be forwarded. Binders and heavy material must be placed in individual padded envelopes. To ensure sufficient time for review, the material must be received at DHMH at least ten days prior to the relevant meeting. This material may be submitted via U.S. Postal Service, or commercial delivery service.
- **E-mailed material** - E-mail communication is preferred; however, it must be compatible with MS-Word or in Adobe® Acrobat® format. The Pharmacy Program may forward your e-mails as deemed appropriate. Charts and graphs may be submitted in MS-Excel® or Adobe® Acrobat®. You may E-mail material for the DUR Board by attaching them to a message to: Paul Holly
paul.holly@maryland.gov

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

Meetings with People in Organizations Involved with the DUR Board

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

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

Communications

Inquiries to the State will be responded in a like manner unless requested otherwise. Thus, if an inquiry is via e-mail, the response will be via e-mail. If an inquiry is by phone, the response will be by phone, and so on for letters and faxes.

Investigation of Denied Claims

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

Submitting Allegations of Impropriety

From time to time, drug industry representatives, DUR Board members and the DUR contractor experiences what they may perceive as questionable practices. In such instances, the concerned individual or company should report the situation by phone to the MMPP, Clinical Pharmacy Division at 410-767-5395, by fax to 410-333-5398, or by e-mail to Paul Holly paul.holly@maryland.gov. The concerned individual or company should include as much information as possible, such as examples of marketing material, the name of the offending company, the name(s) of individual(s) implicated and the name(s) of any witness(es). When deemed appropriate, the MMPP will initiate an official inquiry.

**ATTACHMENT P – STANDARDS AND REPORTING REQUIREMENTS OF DRUG
USE MANAGEMENT PROGRAMS**

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

DEPARTMENT OF HEALTH AND MENTAL HYGIENE

Office of Systems, Operations and Pharmacy

Division of Clinical Pharmacy Services

201 W. Preston Street

Baltimore, Maryland 21201

TABLE OF CONTENTS

- I. Introduction**
- II. Drug Use Management Programs**
 - A. Definitions**
 - B. Standards**
 - 1.0 The Pharmacy and Therapeutics Committee
 - 2.0 Formulary System
 - 3.0 Generic Substitution
 - 4.0 Therapeutic Interchange
 - 5.0 Prior Authorization
 - 6.0 Drug Utilization Review
 - 7.0 Disease Management
- III. References**

I. Introduction

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

Drug use management programs include but are not limited to:

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

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

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

II. Drug Use Management Programs

A. Definitions

The Pharmacy and Therapeutics Committee

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

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

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

Formulary System

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

Generic Substitution

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

Therapeutic Interchange

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

Prior Authorization

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

Drug Utilization Review (DUR)

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

Disease Management

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

B. Standards

1.0 The Pharmacy and Therapeutics Committee

- 1.1 A P&T Committee is required of all MCOs with HealthChoice or PAC enrollees.
- 1.2 The committee shall have provider representation. Provider shall be defined as a licensed professional who is authorized to prescribe, dispense or administer medications.
- 1.3 At least half of the voting P&T Committee members shall have direct patient care responsibilities. Direct patient care responsibilities are defined as prescribing, dispensing or administering medications.
- 1.4 The voting P&T Committee provider membership shall reflect the proportion of HealthChoice/PAC enrollees within the MCO's entire population served.

- 1.5 A P&T Committee chairperson shall be designated by the MCO.
- 1.6 The P&T Committee shall meet regularly, as required, to address the needs of the MCO.
- 1.7 The P&T Committee shall develop policies and procedures regarding the appropriate conduct of activities including, but not limited to:
 - Frequency of meetings
 - Timely dissemination of meeting agendas prior to meetings
 - Maintenance of minutes
 - Conduct of educational activities
 - Formulary management
 - Adverse drug event monitoring
 - Drug use evaluation (DUE)
 - Conflicts of interest
 - Other policies as applicable
- 1.8 The P&T Committee shall make available its meeting minutes and policies and procedures (including its standard operating procedures) at the request of the DHMH.

2.0 Formulary System

- 2.1 The P&T Committee shall be responsible for management of the formulary.
- 2.2 The P&T Committee shall establish policies and procedures for the appropriate review, selection and evaluation of all pharmaceuticals included in the formulary that is intended for HealthChoice/PAC enrollees. These policies and procedures shall include the following:
 - Standard P&T Committee operating procedures
 - Review of drugs for inclusion or removal from the formulary
 - Review of newly FDA approved drug entities.
 - Drug monograph content and development process
 - Voting and drug approval process
 - Potential conflicts of interest
- 2.3 Physicians and pharmacists shall be involved in developing the policies and procedures of the formulary management system.
- 2.4 The P&T Committee, or its appointee, shall develop a standard form or format such as drug monographs for the purpose of evaluating drug candidates for formulary changes.
- 2.5 The content of the drug monographs or standard drug review form(s) shall include information such as the following.
 - Generic name
 - Brand name(s)
 - Manufacturer
 - Dosage form(s) and strength
 - Indication (FDA approved/labeled)
 - Mechanism of action

- Pharmacokinetics
 - Adverse effects
 - Drug interactions
 - Monitoring parameters
 - Evaluation of clinical trials
 - Comparison of clinical therapeutics
 - Evaluation of available pharmacoeconomic studies
 - Dosage, schedule and administration
 - Cost information with comparison to agents within the same therapeutic drug class
 - Formulary recommendations including any restrictions of use
- 2.6 The P&T Committee shall develop a procedure for requesting drug additions or deletions to the formulary, such as providing a requisition form that may be completed by a pharmacist or physician provider and submitted to the P&T Committee for consideration.
- 2.7 The P&T Committee shall review the entire formulary annually.
- 2.8 The MCO shall make the formulary available to all authorized prescribers and pharmacy providers of HealthChoice or PAC enrollees, which includes making the formulary available in an electronic format.
- 2.9 The MCO shall make updates to the formulary available to prescribers and pharmacy providers at least 30 days prior to the change to be implemented via mailings or provider newsletters. Formulary updates shall also be made available in an electronic format.
- 2.10 The MCO shall notify the Division of Clinical Pharmacy Services on a monthly basis and at least 30 days prior to any changes to the formulary, prior authorization criteria, step therapy criteria and dosage form or quantity limitations. A copy of any notification of the formulary changes sent to providers should also be forwarded to the department.
- 2.11 The MCO shall make provisions to allow access of formulary information to HealthChoice or PAC enrollees.
- 2.12 A procedure shall be in place to allow prescribers to request non-formulary drugs for HealthChoice or PAC enrollees. The approval or denial of non-formulary requests shall be provided within the time period stated in COMAR 10.09.71.04 which stipulates that the MCO shall provide the preauthorization in a timely manner so as not to adversely affect the health of the enrollee and within two business days of receipt of necessary clinical information but not later than seven calendar days from the date of the initial request.
- 2.13 A procedure shall be in place for a HealthChoice/PAC enrollee to obtain at a minimum a 72-hours emergency supply of medication while the pharmacist is awaiting approval to dispense a medication which requires prior authorization or a medication that is non-formulary or non-preferred.
- 2.14 The formulary shall contain a listing of restrictions in place for specific drugs with respect to individual medication dosage forms or quantity limitations. Quantity or dosage form limitations shall be included in the actual formulary document or the formulary document will indicate where and how this information can be obtained.

3.0 Generic Substitution

- 3.1 Policies and procedures of generic substitution shall follow Maryland State laws regarding generic substitution requirements.
- 3.2 A procedure shall be in place for a prescriber to request an override for a generic substitution, if brand name medications are clinically indicated.
- 3.3 The MCO shall ensure the pharmacist informs the HealthChoice/PAC enrollee when a generic substitute is dispensed.

4.0 Therapeutic Interchange

A pharmacist may not perform a therapeutic interchange without the prior approval of the authorized prescriber except as provided in COMAR 10.34.10.01C (2).

5.0 Prior Authorization

- 5.1 A procedure shall be in place for a prescriber to obtain medications that require prior authorization for recipients.
- 5.2 The P&T Committee shall review and approve all clinical algorithms that are used in a prior authorization program and make them available for review at the request of DHMH.
- 5.3 The physician and HealthChoice/PAC enrollee shall be notified when a prior authorization request is denied. The notification will include the clinical rationale for the denial, and procedures for the appeal, including the necessary forms.
- 5.4 The approval or denial of a prior authorization request shall be provided within the time period stated in COMAR 10.09.71.04 which stipulates that the MCO shall provide the preauthorization in a timely manner so as not to adversely affect the health of the enrollee and within two business days of receipt of necessary clinical information but not later than seven calendar days from the date of the initial request.
- 5.5 A procedure shall be in place to allow a physician or HealthChoice/PAC enrollee to appeal a denied prior authorization request. Review of the appeal shall occur in a timely manner.
- 5.6 All MCOs shall make current prior authorization and step therapy criteria available to providers upon request. Criteria for each drug or drug class subject to prior authorization should be made available in order to give providers sufficient information to determine specific requirements for approval.

6.0 Drug Utilization Review (DUR)

- 6.1 Each MCO will establish and maintain a prospective drug utilization review program.
- 6.2 Each MCO will establish and maintain a retrospective drug utilization review program.
- 6.3 Each MCO will establish activities to educate physicians and pharmacists on the inappropriate or medically unnecessary drug use within groups of patients and classes of drugs.
- 6.4 The MCO shall develop policies and procedures and provide oversight for conducting DUR activities to insure patient confidentiality and quality of the DUR process.

- 6.5 The P&T Committee or other designated committee shall review and approve all criteria and standards to assess the medical appropriateness, safety and effectiveness of prescribing, dispensing and patient drug use.
- 6.6 The P&T Committee or other designated committee shall select drug candidates for evaluation based on selected characteristics, such as:
- Frequently prescribed drugs
 - Drugs with significant adverse reactions
 - Drugs with significant drug-drug, drug-food or drug-disease interaction
 - Drugs that alter laboratory parameters that warrant attention
 - Drugs that are highly toxic
 - Drugs that require special monitoring
 - Drugs selected by the P&T Committee for formulary addition, deletion or restriction of use
- 6.7 The P&T Committee or other designated committee shall review and approve all educational or administrative interventions related to prescribing, dispensing and patient drug use.

7.0 Disease Management

The following Disease Management standards will be used to evaluate any Disease Management Program with a significant medication component. A significant medication component is defined as that which utilizes medication step-therapy guidelines or protocols, medication algorithms or medication practice guidelines.

- 7.1 The P&T Committee, or other designated committee with provider representation, shall review and approve written documentation for each disease management program that will include information such as the following.
- Purpose of the program
 - Organizational structure within which the programs are operated
 - Responsibility of each party involved (e.g., enrollee, provider, pharmacy benefit managers, pharmaceutical manufacturers)
 - Process for how enrollees and providers are identified for program participation
 - Process for how enrollees and providers are notified about the program
 - Copies of information sent to providers and enrollees
 - Incentives for providers or enrollee participation
 - Performance criteria
 - Outcomes measurements
 - Description of interventions
 - Process for continuous quality improvement
 - Enrollee confidentiality procedures
- 7.2 The P&T Committee, or other designated committee with provider representation, shall review and approve all medication usage within evidence-based practice guidelines, clinical algorithms, and protocols that are used in the disease management programs.

- 7.3 The MCO shall develop a policy to maintain enrollee confidentiality and limit the access of enrollee data only to personnel with direct responsibility (such as providers, pharmacy benefit manager, and MCO staff).
- 7.4 Performance audits shall be conducted by the MCO for any disease management program that is not directly administered by the MCO.
- 7.5 The MCO shall develop a policy to allow prescribers and pharmacists to use their professional judgment regarding enrollment or continued participation of a patient in a disease management program, if enrollment or continued participation in the disease management program is not in the best interest of the patient.

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ATTACHMENT Q – DRUG USE REVIEW NOMINATION PACKAGE

The nominations packet consists of the following 4 files:

Memo to (Insert Name)
Board recommendation letter
Justification for reappointment, and
Biographical Information Form - Questionnaire and instructions.

Date: December 17, 2011

To:

From: (Insert Name)
Division of Pharmacy Services

Subject: Drug Utilization Review Board Nominations

Attached for your review are (Insert Name of Company) recommendations for a new appointment and a reappointment for members to serve on the Drug Utilization Review Board.

After consideration and review of the candidates by appropriate pharmacy Department staff and Health Information Designs, the following are recommended as qualified candidates with the professional expertise in areas of high concern to the Medical Assistance Pharmacy Program.

(Insert Name), (new appointment to replace (Insert Name) whose second term ends 12/31/2011)

(Insert Name) (completes a term ending 12/31/2011, re-nomination for a second three-year term)

A copy of the Maryland State DUR Board Questionnaire, Academic Background, and Biographical Information Form, for the new potential candidate is attached for your review. A copy of the Curriculum Vitae, Biographical Information Form, and justification for reappointment is included for the member recommended for reappointment. The justification for reappointment describes the candidate's contributions to the DUR Board and his meeting attendance record during his tenure.

If you need additional information or have any questions, please call me at extension 71455.

Thank you for your assistance in this matter.

November 3, 2011

(Insert Name)
Maryland Department of Health and Mental Hygiene
Division of Pharmacy Services
201 West Preston St., Room 408
Baltimore, MD 21201

Dear (Insert Name),

The following is a recommendation for a new pharmacist appointment and one pharmacist reappointment for members to serve on the State of Maryland Drug Use Review (DUR) Board.

The new member we are recommending is (Insert Name). (Insert Name) is a pharmacist who resides in Baltimore County and is currently the owner and pharmacist in charge at Mount Vernon Pharmacy located in Baltimore City. Mount Vernon Pharmacy provides pharmacy services to a large Medical Assistance population. (Insert Name) would replace a current DUR Board pharmacist member whose second three-year term expires December 31, 2011.

Recruiting was performed to identify a pharmacist to serve on the DUR Board. In addition to placing a notice in the Maryland Register, referrals were obtained from current DUR Board members and Department of Health and Mental Hygiene employees. Three potential candidates were interviewed via telephone. Unfortunately, only one candidate completed the application process and applied for the position. The applicant meets the minimum criteria for serving on the DUR Board [expertise in (1) the clinically appropriate prescribing of outpatient drugs; (2) drug use review, evaluation, and intervention; and (3) medical quality assurance].

We recommend (Insert Name) for the pharmacist position on the DUR Board. In reviewing his application we noted that he has extensive experience in providing pharmacy services to the Medical Assistance population. (Insert Name) is also on the Board of Directors for the Maryland Pharmacists Association. In our opinion, he would be very well suited for the DUR Board position. (Insert Name) has expressed a strong desire to participate in the drug utilization review process in an effort to improve medication use in the Medical Assistance population.

We also recommend that (Insert Name) be reappointed to a second three-year term. (Insert Name) is currently the Chairperson of the DUR Board. He is knowledgeable in areas concerning pharmacy regulations and has sound clinical skills as well. He provides constructive comments during meetings and as Chairperson facilitates discussion with other DUR Board members and insures that all agenda items are completely reviewed during each meeting.

If these recommendations are accepted, the current DUR Board make-up will include five pharmacists and four physicians, which is in compliance with federal guidelines.

Sincerely,

**Contributions to the Maryland Medicaid Drug Utilization Review Board
Justification for Reappointment**

(Insert Name)

(Insert Name) has been a member of the Drug Use Review (DUR) Board for the past three years. (Insert Name) has attended all scheduled meetings since his term began in January 2002. He has extensive experience in the retail pharmacy setting with one of the areas largest chain drug stores and currently practices at the outpatient pharmacy at Anne Arundel Medical Center. (Insert Name) is currently the Chairperson of the DUR Board and has also contributed to the quarterly pharmacy provider newsletter. (Insert Name) is knowledgeable in areas concerning pharmacy regulations and has sound clinical skills as well. (Insert Name) provides constructive comments during meetings and as Chairperson facilitates discussion with other DUR Board members and insures that all agenda items are completely reviewed during each meeting. The Division of Pharmacy Services strongly recommends his nomination for a second term on the DUR Board and to continue as the Chairperson for the Board.

OFFICE OF THE GOVERNOR
REQUEST FOR APPOINTMENT CONSIDERATION
BIOGRAPHICAL INFORMATION FORM

Please state below, the board or commission or general subject area in which you have an interest:

--

Application for:	<input type="checkbox"/> New Appointment	<input type="checkbox"/> Reappointment	
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Name:			
-------	--	--	--

Date of Birth:		<input type="checkbox"/> US Citizen	<input type="checkbox"/> Registered Voter	MD resident since _____
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Race:		Gender:		(Ethnic/gender data is solely to assure diversity in representation)
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Home Address:				
---------------	--	--	--	--

City:		State:		Zip:	
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Resident County:				
------------------	--	--	--	--

MD Legislative District:		MD Congressional District:		Council or Commission District:
--------------------------	--	----------------------------	--	---------------------------------

If you have resided at this address for less than 3 years, please provide your previous address:

--	--	--	--	--

Occupation:				
-------------	--	--	--	--

Employer:				
-----------	--	--	--	--

Work Address:				
---------------	--	--	--	--

City:		State:		Zip:	
-------	--	--------	--	------	--

Phones:	(Office):		(Home):	
---------	-----------	--	---------	--

(Cell):		(Fax):	
---------	--	--------	--

Email Address:				
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Sponsoring Organization (If Any):	_____		
-----------------------------------	-------	--	--

Have you ever been a party (plaintiff or petitioner/defendant or respondent) to any civil, criminal, juvenile or administrative proceeding?

<input type="checkbox"/> No	<input type="checkbox"/> Yes (Specify):			
-----------------------------	---	--	--	--

Do you hold a Maryland license to practice a profession or trade?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
---	--------------------------	-----	--------------------------	----

If yes, specify License:			
--------------------------	--	--	--

Have you ever had a license to practice a profession or trade, whether held in Maryland or another state, revoked or suspended?

<input type="checkbox"/> No	<input type="checkbox"/> Yes (Specify):			
-----------------------------	---	--	--	--

Are you a member, officer or director of any organization?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Specify Organization or Activity:				

If so, are you engaged in any lobbying activities for that organization?					
		<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Are you a paid lobbyist for any organization?					
		<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
If so, please specify the organization:					
Do you hold, or have you held in the past, an elected or appointed office within Federal, State or local government, or a political party?					
		<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Specify Office:					
Specify Dates:					

Have you filed all Federal and State tax returns that are now due or overdue and are all payments thereupon up to date?

<input type="checkbox"/> Yes	<input type="checkbox"/> No (Explain):	
------------------------------	--	--

Have Federal, State or local authorities ever instituted a lien or other collection procedures against you?

<input type="checkbox"/> No	<input type="checkbox"/> Yes (Explain):	
-----------------------------	---	--

List the names, business addresses, and business telephone numbers of at least 2 individuals who are familiar with your professional qualifications and who have known you for more than the last five years:

1.	
2.	

Please attach a resume that includes information concerning your academic background, work experience and professional, political and civic organization affiliations. If a resume is not available, please supply requested information in spaces provided below.

ACADEMIC BACKGROUND:

--

WORK EXPERIENCE:

ORGANIZATIONAL AFFILIATIONS:

I certify that, to the best of my knowledge and belief, all the information contained in and attached to this questionnaire is true, correct and complete. I understand and agree that I am required to notify the Office of the Governor in writing if any of the information contained in or attached to this questionnaire changes.

Signature of applicant: _____ Date: _____

Completed forms may be returned to:
Maryland Medicaid Pharmacy Program 201 W Preston St. Room 407 Baltimore MD 21201
Phone: (410) 767-5878 Fax: (410) 333-5398 Email: Alex.Taylor@maryland.gov

**ATTACHMENT R – MEDICAID DRUG UTILIZATION REVIEW (DUR) ANNUAL
REPORT**

**MEDICAID DRUG UTILIZATION REVIEW
ANNUAL REPORT INSTRUCTIONS**

FEDERAL FISCAL YEAR

Section 1927 (g)(3)(D) of the Social Security Act requires each State to submit an annual report on the operation of its Medicaid DUR program. Such reports are to include: descriptions of the nature and scope of the prospective and retrospective DUR programs; a summary of the interventions used in retrospective DUR and an assessment of the education program; a description of DUR Board activities; and an assessment of the DUR program's impact on quality of care as well as any cost savings generated by the program

This report is to cover the period October 1, _____ to September 30, ____ and is due for submission to your CMS Central Office by no later than September 30, _____. Answering the attached questions and returning the requested materials as attachments to the report will constitute full compliance with the above-mentioned statutory requirement.

**If you have any questions regarding the DUR annual report, please contact CMS at :
DURPolicy@cms.hhs.gov**

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0938-0659. The time required to complete this information collection is estimated to average 30 hours per response, including the time to review instructions, search existing data resources, gather the data needed, and complete and review the information collection. If you have comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to: CMS, 7500 Security Boulevard, Attn: PRA Reports Clearance Officer, Mail Stop C4-26-05, Baltimore, Maryland 21244-1850

**MEDICAID DRUG UTILIZATION REVIEW (DUR)
ANNUAL REPORT**

FEDERAL FISCAL YEAR

I. STATE NAME ABBREVIATION

II. MEDICAID AGENCY INFORMATION

1. Identify state person responsible for DUR Annual Report Preparation.

First Name	<input type="text"/>		
Middle Name	<input type="text"/>		
Last Name	<input type="text"/>		
Address	<input type="text"/>		
City	State	Zip Code	
E-Mail	<input type="text"/>	Phone	<input type="text"/>

2. Identify pharmacy POS vendor – (Contractor, State-operated, Other).

Contractor State Operated Other

Please enter the vendor name or explain:

3. If not State-operated, is the POS vendor also the MMIS Fiscal agent?

Yes No

III. PROSPECTIVE DUR

1. Identify prospective DUR criteria source.

- First Data Bank
- Other (Specify)

2. Are new prospective DUR criteria approved by the DUR Board?

- Yes No

Please explain:

3. When the pharmacist receives prospective DUR messages that deny the claim, does your system:

- Require preauthorization
- Allow the pharmacist to override with the correct “conflict”, “intervention” and “outcome” codes?
- a) and/or b) above - depending on the situation

Additional Comments:

4. Early Refill:

a) At what percent threshold do you set your system edit?

Non-controlled drugs: %

Controlled drugs: %

b) When an early refill message occurs, does the State require prior

authorization? Non-controlled drugs: Yes No

If 'Yes', who obtains authorization? Pharmacist Prescriber Either

If 'No', can the pharmacist override at the point of service? Yes No

Controlled drugs: Yes No

If 'Yes', who obtains authorization? Pharmacist Prescriber Either

If 'No', can the pharmacist override at the point of service? Yes No

Additional Comments:

5. Therapeutic Duplication:

a) When there is therapeutic duplication, does the State require prior authorization:

Non-controlled drugs: Yes No Sometimes

If 'Yes', who obtains authorization? Pharmacist Prescriber Either

If 'No', can the pharmacist override at the point of service? Yes No

If 'Sometimes', please explain:

Controlled drugs:

Yes No Sometimes

If 'Yes', who obtains authorization?

Pharmacist Prescriber Either

If 'No', can the pharmacist override at the point of service?

Yes No

If 'Sometimes', please explain:

See Attachment and Table Supplement

Additional Comments:

7. State has provided DUR criteria data requested on Table 1- Prospective DUR Criteria Reviewed by DUR Board, indicating by problem type those criteria with the most significant severity levels that were reviewed in-depth by the DUR Board in this reporting period.

Yes No

6. State has included Attachment 1 – Prospective DUR Review Summary

No

8. State has included Attachment 2- Prospective DUR Pharmacy Compliance Report, a report on State efforts to monitor pharmacy compliance with the oral counseling requirement.

No

IV. RETROSPECTIVE DUR

1. Identify the vendor that performed your retrospective DUR activities during the time period covered by this report. (company, academic institution or other organization)

--	--

b) Is the retrospective DUR vendor also the Medicaid fiscal agent?

- Yes No

a) Is this retrospective DUR vendor also the developer/supplier of your retrospective DUR Criteria?

- Yes No

If 'No', please specify:

--

2. Does the DUR Board approve the retrospective DUR criteria supplied by the criteria source?

- Yes No

3. State has provided the DUR Board approved criteria data requested on Table 2 – Retrospective DUR Approved Criteria

- Yes No

4. State has included Attachment 3 - Retrospective DUR Screening and Intervention Summary Report

- Yes No

V. PHYSICIAN ADMINISTERED DRUGS

The Deficit Reduction Act requires collection of NDC numbers for covered outpatient physician administered drugs. These drugs are paid through the physician and hospital programs. Has your MMIS been designed to incorporate this data into your DUR criteria for both ProDUR and RetroDUR?

- Yes

If 'No', when do you plan to include this information in your DUR criteria?

Comments:

VI. DUR BOARD ACTIVITY

1. State has included a summary report of DUR Board activities and meeting minutes during the time period covered by this report as Attachment 4 - Summary of DUR Board Activities

Yes No

2. Does your State have a Disease Management Program?

Yes No

If 'Yes', is your DUR Board involved with this program?

3. Does your State have a Medication Therapy Management Program?

Yes No

If 'Yes', is your DUR Board involved with this program?

Yes No

VII. GENERIC POLICY AND UTILIZATION DATA

1. State has included a description of new policies used to encourage the use of therapeutically equivalent generic drugs as Attachment 5 - Generic Drug Substitution Policies

Yes No

2. Indicate the generic utilization percentage for all covered outpatient drugs paid during this reporting period, using the computation instructions in Table 3 - Generic Drug Utilization

Generic claims	<input type="text"/>	(Non-Innovator Multiple-Source (N))
Total claims	<input type="text"/>	(Single-Source (S) + Non-Innovator Multiple-Source (N) + Innovator Multiple-Source (I))
Generic Utilization Percentage	<input type="text"/>	% (Generic claims % Total claims * 100)

3. Indicate the percentage dollars paid for generic covered outpatient drugs in relation to all covered outpatient drug claims paid during this reporting period using the computation instructions in Table 3 – Generic Drug Utilization

Generic Dollars	<input type="text"/>	(Non-Innovator Multiple-Source (N))
Total Dollars	<input type="text"/>	(Single-Source (S) + Non-Innovator Multiple-Source (N) + Innovator Multiple-Source (I))
Generic Expenditure Percentage		% (Generic claims % Total claims * 100)

4. Generic Drug Utilization: State Specific Considerations

a. Do you prefer certain brand drugs over their generic counterparts due to the net cost of the drugs after rebates?

Yes No

Adjusted Generic Utilization Percentage (if available):

b. Are your Fee-for-service population and drug usage mix impacted by the existence of managed care pharmacy?

Yes No

c. Do you require or allow the dispensation of a larger days supply for certain generic drugs or require a shorter days supply for certain brand drugs?

Yes No

d. Do you have a limit on the number of total prescriptions or number of brand prescriptions that a member can receive?

Yes No

e. Are your member co-pays equal between brand and generic drugs? (e.g. \$3 each or \$0 each)

Yes No

f. Do you have statutory limitations or program policies which preclude management of select therapeutic classes or certain drugs? (e.g. narrow therapeutic index drugs, mental health drugs, HIV drugs)

Other (Please describe below. 2500 Character limit)

VIII. PROGRAM EVALUATION/COST SAVINGS

1. Did your State conduct a DUR program evaluation/cost savings estimate?

Yes No

2. Who conducted your program evaluation/cost savings estimate? (company, academic institution, other institution) _____

3. State has provided the Medicaid program evaluations/cost savings estimates as Attachment 6 – Cost Savings Estimate

Yes No

4. Please state the Estimated net savings amount. \$

5. Estimated percent impact of your state's cost savings program compared to total drug expenditures for covered outpatient drugs.

Estimated Net Savings Amount / Generic Utilization Data total
Dollar Amount * 100 =

IX. FRAUD, WASTE AND ABUSE DETECTION

1. Do you have a process in place that identifies potential fraud or abuse of controlled drugs by recipients ?

No

If 'Yes', what action(s) do you initiate? Check all that apply.

- a. Deny claim, and require pre-authorization
 b. Refer recipient to lock-in program
 c. Refer to Medicaid Fraud Control Unit (MFCU) or Program Integrity
 d. Other - Please explain

2. Do you have a process in place that identifies possible fraud or abuse of controlled drugs by prescribers?

Yes No

If 'Yes', what action(s) do you initiate? Check all that apply.

- Deny claims written by this prescriber
- Refer to MFCU or Program Integrity
- Refer to the appropriate Medical Board
- Other - Please explain

3. Do you have a process in place that identifies potential fraud or abuse of controlled drugs by pharmacy providers ?

Yes No

If 'Yes', what action(s) do you initiate? Check all that apply.

- Deny claim
- Refer to MFCU or Program
- Refer to Board of Pharmacy
- Other - Please explain

4. Does your State have a Prescription Drug Monitoring Program (PDMP)? See Attachment
–Prescription Drug Monitoring Program for a description of this program.

Yes No

If 'Yes', please explain how the State applies this information to control fraud and abuse.

[Empty rectangular box for text input]

If 'No', does your State plan to establish a PDMP?

- Yes
- No

[Empty rectangular box for text input]

XI. INNOVATIVE PRACTICES

1. Have you developed any innovative practices during the past year which you have included in Attachment 8 – Innovative Practices

- Yes No

X. E-PRESCRIBING

1. Has your State implemented e-prescribing?

- Yes No

If 'Yes', please respond to questions 2 and 3 below.

If 'No', are you planning to develop this capability?

- Yes No

2. Does your system use the NCPDP Origin Code that indicates the prescription source?

- Yes No

3. Does your program system (MMIS or pharmacy vendor) have the capability to electronically provide a prescriber, upon inquiry, patient drug history data and pharmacy coverage limitations prior to prescribing?

- Yes No

a) If 'Yes', do you have a methodology to evaluate the effectiveness of providing drug information and medication history prior to prescribing?

- Yes No

b) If 'Yes', please explain the evaluation methodology in Attachment 9 – E-Prescribing Activity Summary .

- No

c) If 'No', are you planning to develop this capability?

- Yes No

ATTACHMENT AND TABLE SUPPLEMENT

I. ATTACHMENTS

ATTACHMENT 1 - PRODUR REVIEW SUMMARY

This attachment is a year-end summary report on prospective DUR screening. It should be limited to the **Top 20** type/drug combinations which generate the largest number of messages. For each problem type/drug combination included, a denominator must be reported. The denominator is the total number of prescription claims adjudicated (during a given time period) for the drug compared to the number of messages generated for the problem type/drug (incorrect dosage/drug) during the same time period. Denominators permit comparison in percentage terms of the relative frequency of different problem type/drug combinations. For problem type/drug combinations involving more than one drug (e.g., drug/drug interactions), the denominator is the number of prescription claims for the drug submitted for adjudication.

Include for the **Top 20 problem type/drug alerts** with a severity of Level 1:

- * The number of messages generated by the system and a denominator. The number of messages must relate to problem type/drug combinations (incorrect dosage/drug). Report levels of messages by problem type only, incorrect dosage or drug only are not acceptable.
- * The number of messages overridden (i.e., adjudication process carried through to completion even though a message was generated). **
- * The number of reversals/cancellations/denials (i.e., adjudication not carried through to completion) and data on types of interventions by pharmacists and the outcomes of such interventions using applicable NCPDP standards (e.g. Standard Format Version 5.1).
- * The number of refill too soon messages, duplicate prescription messages transmitted and, where applicable, claims denials.

Attachment Name:	
Description	

ATTACHMENT 2 - PRODUR PHARMACY COMPLIANCE REPORT

This attachment reports the monitoring of pharmacy compliance with all prospective DUR requirements performed by the State Medicaid agency, the State Board of Pharmacy, or other entity responsible for monitoring pharmacy activities. If the State Medicaid agency itself monitors compliance with these requirements, it may provide a survey of a random sample of pharmacies with regard to compliance with the OBRA 1990 prospective DUR requirement. This report details State efforts to monitor pharmacy compliance with the oral counseling requirement. This attachment should describe in detail the monitoring efforts that were performed and how effective these efforts were in the fiscal year reported.

Attachment Name	
Description	

ATTACHMENT 3 - RETRODUR SCREENING AND INTERVENTION SUMMARY REPORT

This is a year-end summary report on retrospective DUR screening and interventions. Separate reports on the results of retrospective DUR screening and on interventions are acceptable at the option of the State. The report(s) should:

- * Report the level of criteria exceptions by drug class (or drugs within the class) and problem type. (An exception is an instance where a prescription submitted for adjudication does not meet the DUR Board-approved criteria for one or more problem types within a drug class.)

NOTE: a) Reporting levels of criteria exceptions by only drug class (drug) or problem type is not acceptable.
 b) Year end summary reports should be limited to the **Top20** problem types with the largest number of exceptions.

- * Include a denominator for each drug class/problem type for which criteria exceptions are reported. A denominator is the number of prescription claims adjudicated for a drug class (or individual drugs in the class) during a given time period compared to the number of criteria exceptions for the drug class (or individual drugs in the class) during that time period.
- * Also report, for each drug class/drug and problem type included in this summary report, the number of interventions (letters, face-to-face visits, etc.) undertaken during the reporting period.
- * States which engage in physician, pharmacy profile analysis (i.e., review prescribing or dispensing of multiple prescriptions for multiple patients involving a particular problem type or diagnosis) or engage in patient profiling should report the number of each type of profile (physician, pharmacy, patient) reviewed and identify the subject(s) (diagnosis, problem type, etc.) involved.

Attachment Name	
Description	

ATTACHMENT 4 - SUMMARY OF DUR BOARD ACTIVITIES

This summary should be a brief descriptive report on DUR Board activities during the fiscal year reported.

- * Indicate the number of DUR Board meetings held.
- * List additions/deletions to DUR Board approved criteria.
 - a. For prospective DUR, list problem type/drug combinations added or deleted.
 - b. For retrospective DUR, list therapeutic categories added or deleted.
- * Describe Board policies that establish whether and how results of prospective DUR screening are used to adjust retrospective DUR screens. Also, describe policies that establish whether and how results of retrospective DUR screening are used to adjust prospective DUR screens.

- * Describe DUR Board involvement in the DUR education program. (e.g., newsletters, continuing education, etc.) Also, describe policies adopted to determine mix of patient or provider specific intervention types (e.g., letters, face to face visits, increased monitoring).

Attachment Name	
Description	

ATTACHMENT 5 – GENERIC DRUG SUBSTITUTION POLICIES

Describe any policies used to encourage the use of generic drugs such as State maximum/minimum allowable cost (pricing, higher dispensing fee for generic and/or lower co-pay for generics). Include relevant documentation.

Attachment Name	
Description	

ATTACHMENT 6 - COST SAVINGS ESTIMATE

Include copies of program evaluations/cost savings estimates prepared by State or its contractor noting the methodology used.

Attachment Name	
Description	

ATTACHMENT 7 – PRESCRIPTION DRUG MONITORING PROGRAM

In FY 2002, Congress appropriated funding to the U.S. Department of Justice to support Prescription Drug Monitoring Programs (PDMPs). These programs help prevent and detect the diversion and abuse of pharmaceutical controlled substances, particularly at the retail level where no other automated information collections system exists. States that have implemented PDMPs have the capability to collect and analyze data on filled and paid prescriptions more efficiently than those without such programs, where the collection of prescription information can require a time-consuming manual review of pharmacy files. If used properly, PDMPs are an effective way to identify and prevent diversion of the drugs by health care providers, pharmacies, and patients.

Attachment Name	
Description	

ATTACHMENT 8 - INNOVATIVE PRACTICES NARRATIVE

Please describe in detailed narrative form any innovative practices that you believe have improved the administration of your DUR program, the appropriateness of prescription drug use and/or have helped to control costs. (e.g. disease management, academic detailing, automated pre-authorizations, continuing education programs).

Attachment Name	
Description	

ATTACHMENT 9 – E-PRESCRIBING ACTIVITY SUMMARY

Please describe all development and implementation plans/accomplishments in the area of e-prescribing. Include any evaluation of the effectiveness of this technology (e.g. number of prescribers e-prescribing, percent e-prescriptions to total prescriptions, relative cost savings).

Attachment Name	
Description	

ATTACHMENT S – MARYLAND MEDICAID MENTAL HEALTH FORMULARY

Maryland Medicaid Mental Health Formulary
Effective July 1, 2011

Listed on the following pages are mental health drugs which are carved out of the Managed Care Organization (MCO) pharmacy benefit. Some of these drugs are subject to prior authorization requirements of the Preferred Drug List.

Refer to <http://www.dhmf.maryland.gov>

for a complete listing of all drugs subject to preferred drug list requirements.

All drugs from American Hospital Formulary Service (AHFS) therapeutic classes included in the Mental Health Formulary, including specific drugs that may not be listed below, are carved out of the MCO pharmacy benefit and are payable as fee-for-service through Maryland Medical Assistance, *unless otherwise noted*.

The following seven drugs, which may be used for some mental health indications, are not payable fee-for-service (unless otherwise noted) and are the responsibility of the HealthChoice MCOs for their enrollees, regardless of the prescriber.

Leuprolide acetate ⁺	Naltrexone	Liothyronine
Clonidine	Medroxyprogesterone ⁺	Disulfiram
Guanfacine*		

⁺ When used for the treatment of adult males with certain diagnosed behavioral disorders, these two drugs will be paid fee-for-service, but will require preauthorization (PA) through the University of Maryland School of Pharmacy CAMP program at 410-706-3431."

* Generic guanfacine (Tenex) remains a drug for which coverage is the responsibility of the member's Managed Care Organization. For recipients 6 – 17 years old, the extended release form of guanfacine (Intuniv) will be added to the mental health formulary and be billed fee-for-service. For individuals not in this age range, Intuniv will continue to be part of the MCO pharmacy benefit.

Please note: Brand drugs which currently do not have a generic equivalent are listed by brand name in italics. Those drugs currently available generically are listed by generic name. All brand drugs, which are available as multi-source generics, require prior approval and completion of a Maryland Medwatch Form unless otherwise noted on the Maryland Medicaid Preferred Drug List. Brand name drugs are in italic print.

Therapeutic Class	Drug
Central Alpha-Agonist AHFS Class No. 240816	<i>Kapvay</i> Kapvay is the only drug carved out fee-for-service in this AHFS drug class
Benzodiazepines (Anticonvulsants) AHFS Class No. 281208	Clonazepam Onfi
Miscellaneous Anticonvulsants AHFS Class No. 281292	<i>Banzel</i> carbamazepine carbamazepine XR <i>Felbatol</i> gabapentin <i>Gabitril</i> <i>Keppra XR</i> lamotrigine

<p>Miscellaneous Anticonvulsants AHFS Class No. 281292 (continued)</p>	<p>levetiracetam <i>Lyrica</i> oxcarbazepine <i>Sabril</i> <i>Stavzor</i> <i>TOPIRIMATE</i> valproate/divalproex valproate/divalproex ER <i>Vimpat</i> zonisamide</p>
<p>Antidepressants AHFS Class No. 281604</p>	<p>amitriptyline amoxapine <i>Aplenzin</i> bupropion bupropion SR bupropion XL citalopram clomipramine <i>Cymbalta</i> - Clinical criteria apply see http://www.dhmd.maryland.gov desipramine doxepin <i>Effexor XR</i> fluoxetine fluvoxamine imipramine <i>Luvox CR</i> <i>Lexapro</i> maprotiline <i>Marplan</i> mirtazapine mirtazapine Soltab <i>Nardil</i> nefazodone nortriptyline <i>Parnate</i> paroxetine <i>Paxil CR</i> <i>Pexeva</i> <i>Pristiq</i> protriptyline <i>Prozac Weekly</i> <i>Sarafem</i> sertraline <i>Surmontil</i> <i>Symbyax</i> trazodone venlafaxine <i>Venlafaxine ER</i></p>
<p>Antipsychotic Agents AHFS Class No. 281608</p>	<p><i>Abilify</i> - Clinical criteria apply see Error! Hyperlink reference not valid.</p>

<p>Antipsychotic Agents AHFS Class No. 281608 (continued)</p>	<p>chlorpromazine clozapine <i>Fanapt</i> <i>FazaClo</i> fluphenazine <i>Geodon</i> haloperidol <i>Invega</i> <i>Invega Sustenna</i> loxapine <i>Moban</i> <i>Orap</i> perphenazine risperidone <i>Risperdal Consta</i> <i>Risperdal M-Tab</i> <i>Saphris</i> <i>Seroquel</i> <i>Seroquel XR</i> <i>Symbyax</i> thioridazine thiothixene trifluoperazine <i>Zyprexa</i> - Clinical criteria apply see Error! Hyperlink reference not valid. <i>Zyprexa Relprevv</i> - Clinical criteria apply see Error! Hyperlink reference not valid. <i>Zyprexa Zydis</i> - Clinical criteria apply see Error! Hyperlink reference not valid.</p>
<p>Amphetamines AHFS Class No. 282004</p>	<p>amphetamine <i>Desoxyn</i> dextroamphetamine dextroamphetamine/amphetamine dextroamphetamine/amphetamine XR methamphetamine <i>Vyvanse</i></p>
<p>Anorexigenic Agents and Respiratory and Cerebral Stimulants (Anorexigenic Agents are not covered) AHFS Class No. 282092</p>	<p><i>Concerta</i> <i>Daytrana</i> <i>Focalin</i> <i>Focalin XR</i> <i>Metadate CD</i> methylphenidate <i>Nuvigil</i> <i>Provigil</i> <i>Ritalin LA</i></p>
<p>Anxiolytics, Sedatives and Hypnotics – Benzodiazepines AHFS Class No. 282408</p>	<p>alprazolam chlordiazepoxide clorazepate <i>Diastat</i> diazepam <i>Doral</i></p>

	<p>estazolam flurazepam lorazepam midazolam oxazepam <i>Restoril 7.5 mg</i> <i>Restoril 22.5 mg</i> temazepam triazolam</p>
<p>Miscellaneous Anxiolytics, Sedatives and Hypnotics AHFS Class No. 282492</p> <p>Miscellaneous Anxiolytics, Sedatives and Hypnotics AHFS Class No. 282492 (continued)</p>	<p><i>Ambien CR</i> buspirone chloral hydrate droperidol hydroxyzine <i>Lunesta</i> meprobamate <i>Rozarem</i> zaleplon zolpidem <i>Zolpimist</i></p>
<p>Antimanic Agents AHFS Class No. 282800</p>	<p>lithium</p>
<p>Anticholinergic Agents AHFS Class No. 283608</p>	<p>benztropine trihexyphenidyl</p>
<p>MAO Inhibitors AHFS Class No. 283632</p>	<p><i>Emsam</i> Emsam is the only drug carved out fee-for-service in this AHFS drug class</p>
<p>Central Nervous Systems Agents Misc. AHFS Class No. 289200</p>	<p><i>Intuniv</i> <i>Strattera</i> – Clinical criteria apply see http://www.dhmf.maryland.gov Intuniv and Strattera are the only two drugs carved out fee-for-service in this AHFS drug class.</p>

ATTACHMENT T – SAMPLE NEWSLETTER WITH PREFERRED DRUG LIST

Link to the web site for News & Views is below.

<http://www.marylandmedicaidpharmacyinformation.com/Newsletter%20pdfs/Pharmacy%20News%202012-07.pdf>

<http://www.marylandmedicaidpharmacyinformation.com/Newsletter%20pdfs/Pharmacy%20News%202012-06.pdf>

ATTACHMENT U – SPECIFICATIONS FOR EPOCRATES OR SIMILAR ON-LINE SERVICES

The Contractor shall provide the following services:

1. Mapping and hosting of one (1) Maryland Department of Health and Mental Hygiene drug list integrated with Epocrates Rx that that can be accessed on the Epocrates website by an unlimited number of physicians and other healthcare professionals to download to their handheld device for free and view on the Epocrates Rx Online™ Internet offering.
3. Distribution of up to one (1) drug list update per week for each formulary over the Internet to handheld computers and desktop computers with the Epocrates software.
4. Client ability to download to a "Printer Friendly Version" with the up-to-date drug list content in a Microsoft Excel file.
5. Quarterly reports with aggregate utilization data on the formulary application.
 - a. Number of users downloading the drug list
 - b. Breakdown of Maryland Department of Health and Mental Hygiene users by medical occupation
 - c. Average number of times users access the drug list during the current period
6. Notify availability of drug list to all users via e-mail and monthly newsletter.
7. Marketing and training/tutorial materials (electronic templates with artwork, newsletter articles, presentations, flyers, etc) for the purpose of enhancing adoption of the Epocrates applications and drug lists within your provider network.
8. Customer and technical support for physician and other end-users.
9. Customized content for pop-up detail boxes. Include customized content for pop-up detail boxes as desired (e.g. criteria for prior authorization, quantity limits, clinical guidelines, age restrictions).
10. Updates. Allocate approximately one to two hours of a clinical resource to update the drug list information through the Online loading tool (No Information Technology resources are required)

ATTACHMENT V - CORRECTIVE MANAGED CARE PROGRAM PHARMACIST

PURPOSE: To establish and maintain an on-site Corrective Managed Care Program (recipient lock-in program) for Maryland Pharmacy Program's Fee-for-Service recipients at 201 W. Preston Street, Baltimore, Maryland. The Contractor will ensure compliance with applicable laws and regulations, and quality of healthcare, while reducing waste and abuse of services. This position will also complete special assignments including drug use review projects, claims data analyses and granting pre-authorizations.

JOB DUTIES:

- Establish and maintain a Corrective Managed Care Program (recipient lock-in program) for Maryland Pharmacy Programs Fee-For-Service recipients. Prepare necessary documentation requirements and procedures. Recommend changes in operational policies if appropriate.
- Review cases of aberrant patient profiles each calendar monthly/quarterly. Prioritize cases and prepare necessary logs.
- Prepare and send intervention letters to the physicians and pharmacies of those recipients deemed to be problematic. Review profiles of these recipients three months later to see whether or not there is a change for the positive in drug use patterns.
- Prepare summaries of the most egregious uncorrected cases and present them to the Medicaid DUR Board for disposition recommendations.
- Prepare and send letters to inform Corrective Managed Care candidates that they must abide by the rules of the Corrective Managed Care program and to select a single primary care physician and one principal pharmacy.
- In the event the recipient appeals the decision, contact the Medicaid fraud and abuse control office and prepare the necessary paperwork to schedule proceedings with the Office of Hearings and Appeals. (It may be necessary to attend hearings along-side of Medicaid fraud and abuse control personnel)
- Secure agreements from selected physicians and pharmacies to participate in the Corrective Managed Care program as providers of services to each Corrective Managed Care recipient.
- Verify claims on-site at pharmacies and meet with providers concerning program policy and recipient Corrective Managed Care issues.
- Refer suspected fraud and alleged diversion cases to the Medicaid fraud and abuse control unit and provide assistance where needed.
- Prepare necessary paperwork for Corrective Managed Care proceedings and subsequent referrals
- Assist in preauthorizing restricted medications and participate in other clinical projects and assignments, including literature searches in response to technical questions.
- Attend and participate in meetings as requested by the supervising pharmacist. Examples include DUR Board meetings, Internal DHMH meetings and meetings with physicians and pharmacists.
- Answer inquiries from recipients and providers concerning the Corrective Managed Care program and other aspects of the Medicaid Pharmacy Program.
- Assist and provide information to the Managed Care Organizations (MCO), when requested, with their individual Corrective Managed Care Programs.
- Complete special assignments such as: review of MCO drug use management programs; analysis of MCO formularies; analysis of Medicaid pharmacy claims data; cost savings analysis; and, development of prior authorization criteria.
- Serve as a conduit to the contractors Project Director/Clinical Pharmacist for the transfer of documents and information
- Maintain documentation for all assigned job duties including Corrective Managed Care logs, records of special assignments, drug use analysis, meeting activity summaries, periodic project status reports and other documentation.
- Other duties as assigned by the Department

ATTACHMENT W – CONNECT:DIRECT

CONNECT:DIRECT by Sterling Commerce is the supported connectivity standards for file exchange between Annapolis Data Center (ADC) and vendors of the State of Maryland.

Contractor shall establish connectivity via Connect:Direct to ADC. ADC uses an IP solution for their Connect:Direct customers. The IP connection using Connect:Direct will be over the Internet, not a private connection to ADC. With the connection via the Internet, it is mandatory to utilize the Secure+ feature which is additional Connect:Direct software the Contractor will need to purchase. Connect:Direct by Sterling Commerce is the supported connectivity standards for file exchange between ADC and vendors of the State of Maryland.

ATTACHMENT X – NUMBER OF FEE FOR SERVICE & ENCOUNTER DATA CLAIMS RECEIVED PER MONTH

The following is provided for informational purposes only and represents the claims (Pharmacy and Medical) from February 2012 through July 2012. The actual number of claims received each months varies.

Month	Fee-for-Service Medical claims count	Fee-for-Service Institutional claims count	Fee-for-Service Pharmacy claims count	MCO Medical Encounter claims count	MCO Institutional Encounter claims count	MCO Pharmacy Encounter claims count
February 2012	1,505,705	433,138	308,902	1,340,851	158,554	620,510
March 2012	1,806,633	592,594	361,442	1,433,571	178,546	786,870
April 2012	1,438,144	469,530	288,700	2,451,173	204,809	631,847
May 2012	2,037,417	429,643	280,050	2,288,100	307,160	588,042
June 2012	2,092,850	555,153	369,140	2,397,028	463,864	751,354
July 2012	1,563,656	428,611	280,406	1,749,823	159,351	559,478

ATTACHMENT Y - FILE INTERFACE SAMPLE

Monthly: (July 2012)

Medical FFS Claims	1,563,656
Institutional FFS Claims	428,611
Pharmacy FFS Claims	280,406
Provider Master	135,352
Recipient Master	2,616,147
Medical Encounter Transactions	1,749,823
Institutional Encounter Transactions	159,351
Pharmacy Encounter Transactions	559,478

Quarterly: (2nd Quarter 2012)

Provider Address	296,251
Provider Group	87,725
Provider Category of Service	313,103
Provider Specialty	155,174
Eligibility Spans	5,646,772
Nursing Home Financial Responsibility	362,011
Special Programs	131,094
HMO Spans	6,346,186
Diagnosis Master	17,805
Drug Master	1,053,859
Procedure Master	32,856
ID Link	6,403,803

ATTACHMENT Z – FILE LAYOUTS FOR SPECIAL PROGRAMS

FILE LAYOUTS FOR SPECIAL PROGRAMS

01	WS-HID-REC.	
05	HID-ORIG-RECIP-ID	PIC 9(11).
05	HID-CMC-BEG-DATE	PIC X(10).
05	HID-CMC-END-DATE	PIC X(10).
05	HID-CMC-PROGRAM	PIC X(03).
05	HID-SPEC-PGM-PROV	PIC 9(09).
05	HID-CMC-SOURCE	PIC X(01).
05	HID-CASE-COORD	PIC X(02).
05	HID-CASE-FILE-NUM	PIC X(05).
05	HID-RECIP-SHARE-AMT	PIC S9(05)V99.
05	HID-CMC-REPT-FLAG	PIC X(01).
05	HID-CMC-DISENROL-RSN	PIC X(03).
05	HID-CMC-DISENROL-SOURCE	PIC X(01).
05	HID-IMP-SAVINGS-IND	PIC X(01).

ATTACHMENT AA – FILE LAYOUTS FOR DIAGNOSIS, DRUG, PROCEDURE & RECIPIENT MASTER

FILE LAYOUTS FOR DIAGNOSIS, DRUG, PROCEDURE & RECIPIENT MASTER

DIAGNOSIS MASTER

01	WS-HID-DIAG-REC.	
05	HID-DIAG-CD-ICD-9	PIC X(05).
05	HID-DIAG-NAME	PIC X(40).
05	HID-MINIMUM-AGE	PIC 9(03).
05	HID-MAXIMUM-AGE	PIC 9(03).
05	HID-DIAG-ACCID-IND	PIC X(01).
05	HID-LAST-UPDATE-DT	PIC X(10).
05	HID-USER-ID	PIC X(03).
05	HID-PREAUTH-IND	PIC X(01).
05	HID-EMERG-TRMNT-IND	PIC X(01).
05	HID-DIAG-CONTROL-CD	PIC X(01).
05	HID-DIAG-STERL-IND	PIC X(01).
05	HID-DIAG-ABORT-IND	PIC X(01).
05	HID-DIAG-FAM-PLAN-IND	PIC X(01).
05	HID-PROV-SPEC-IND	PIC X(01).
05	HID-VALID-SEX-IND	PIC X(01).
05	HID-PL-OF-SVC-IND	PIC X(01).
05	HID-RECORD-CODE	PIC X(02).

DRUG MASTER

01	WS-HID-DRUG-REC.	
05	HID-DRUG-CODE	PIC X(11).
05	HID-DRUG-GENERIC-CD	PIC X(05).
05	HID-GENERIC-IND	PIC X(01).
05	HID-DRUG-THERA-CLASS	PIC X(06).
05	HID-DRUG-NAME	PIC X(32).
05	HID-DRUG-GENER-NAME	PIC X(32).
05	HID-DRUG-STRENGTH-DESC	PIC X(10).
05	HID-DRUG-PACKAGE-SIZE	PIC 9(08)V999.
05	HID-DRUG-UNIT-MEAS	PIC X(02).
05	HID-DIAG-CD-ICD-9	PIC X(05).
05	HID-DRUG-MIN-AGE	PIC 9(03).
05	HID-DRUG-MAX-AGE	PIC 9(03).
05	HID-VALID-SEX-IND	PIC X(01).
05	HID-DRUG-DEA-CD	PIC X(01).
05	HID-DRUG-DIALYSIS-IND	PIC X(01).
05	HID-UNIT-DOSE-IND	PIC X(01).
05	HID-PREV-NDC-CODE	PIC X(11).
05	HID-DRUG-END-DATE	PIC X(10).
05	HID-FAM-PLAN-IND	PIC X(01).

05 HID-DRUG-DOSE-FORM	PIC X(02).
05 HID-DRUG-NOTE-AREA	PIC X(72).
05 HID-SPECIF-THERA-CLASS	PIC X(03).
05 HID-DRUG-MIN-SUPPLY	PIC 9(06)V9(3).
05 HID-DRUG-MAX-SUPPLY	PIC 9(06)V9(3).
05 HID-DRUG-DESI-IND	PIC X(01).
05 HID-DRUG-MAINT-IND	PIC X(01).
05 HID-DRUG-IDC-CODE	PIC X(03).
05 HID-DRUG-EPSDT-IND	PIC X(01).
05 HID-DRUG-MIN-DAYS	PIC 9(05).
05 HID-DRUG-MAX-DAYS	PIC 9(05).
05 HID-PREAUTH-IND	PIC X(01).
05 HID-FGUL-OVERRIDE-IND	PIC X(01).
05 HID-DRUG-CURR-AWP	PIC 9(04)V99999.
05 HID-DRUG-CURR-AWP-DT	PIC X(10).
05 HID-PHARM-ASSIST	PIC X(01).
05 HID-DRUG-PEND-CODE	PIC X(01).
05 HID-DRUG-BEG-DATE	PIC X(10).
05 HID-DRUG-LEGEND-CODE	PIC X(01).
05 HID-RECORD-CODE	PIC X(02).
05 HID-DRUG-BYP-FEE-IND	PIC X(01).
05 HID-EAC-BEGIN-DATE	PIC X(10).
05 HID-EAC-END-DATE	PIC X(10).
05 HID-DRUG-EAC	PIC 9(04)V9(05).

PROCEDURE MASTER

01 WS-HID-PROC-REC.	
05 HID-PROC-CODE	PIC X(05).
05 HID-PROC-TYPE-OF-SVC	PIC X(01).
05 HID-PROC-NAME	PIC X(40).
05 HID-MINIMUM-AGE	PIC 9(03).
05 HID-MAXIMUM-AGE	PIC 9(03).
05 HID-VALID-SEX-IND	PIC X(01).
05 HID-PROC-POST-OP-DAYS	PIC 9(03).
05 HID-PROC-MODF-IND	PIC X(01).
05 HID-PROC-PROV-TYPE-IND	PIC X(01).
05 HID-PROC-PL-OF-SVC-IND	PIC X(01).
05 HID-PROV-SPEC-IND	PIC X(01).
05 HID-CLM-TYPE-IND	PIC X(01).
05 HID-DIAG-REQUIRED	PIC X(01).
05 HID-LIFETIME-SVC-IND	PIC X(01).
05 HID-TOOTH-NO-IND	PIC X(01).
05 HID-TOOTH-SURFACE-IND	PIC X(01).
05 HID-TOOTH-QUAD-IND	PIC X(01).
05 HID-PROC-HYSTER-IND	PIC X(01).
05 HID-PROC-STERIL-IND	PIC X(01).
05 HID-PROC-ABORT-IND	PIC X(01).
05 HID-PROC-FAM-PLAN-IND	PIC X(01).
05 HID-ELE-SURG-IND	PIC X(01).
05 HID-VISIT-SURG-IND	PIC X(01).

05	HID-MAX-UNITS	PIC 9(05).
05	HID-ASC-IND	PIC X(01).
05	HID-MCARE-COVERAGE-IND	PIC X(01).
05	HID-PROC-MULT-SURG-IND	PIC X(01).
05	HID-PROC-NH-IND	PIC X(01).
05	HID-PROC-REFERRAL-IND	PIC X(01).
05	HID-PROC-EPSDT-IND	PIC X(01).
05	HID-FROM-THRU-IND	PIC X(01).
05	HID-RVU-PRACTICE-COMP	PIC 9(03)V99.
05	HID-RVU-MALPRAC-COMP	PIC 9(03)V99.
05	HID-RVU-EXPENSE-COMP	PIC 9(03)V99.
05	HID-RVU-TOTAL	PIC 9(03)V99.
05	HID-PROV-CAT-OF-SVC-CD	PIC X(02).
05	HID-INJURY-CD	PIC X(01).
05	HID-RECIP-COVERAGE-IND	PIC X(01).
05	HID-DECIDUOUS-IND	PIC X(01).
05	HID-RECORD-CODE	PIC X(02).

RECIPIENT MASTER

01	WS-HID-REC.	
05	HID-ORIG-RECIP-ID	PIC 9(11).
05	HID-CURR-RECIP-ID	PIC 9(11).
05	HID-RECIP-SSN	PIC 9(09).
05	HID-RECIP-LAST-NAME	PIC X(20).
05	HID-RECIP-FIRST-NAME	PIC X(15).
05	HID-RECIP-MI	PIC X(01).
05	HID-RECIP-BIRTH-DATE	PIC X(10).
05	HID-RECIP-DEATH-DATE	PIC X(10).
05	HID-RECIP-RACE-CODE	PIC X(01).
05	HID-RECIP-SEX-CODE	PIC X(01).
05	HID-RECIP-ZIP-CODE.	
10	HID-RECIP-ZIP-5	PIC 9(05).
10	HID-RECIP-ZIP-4	PIC 9(04).
05	HID-RECIP-COUNTY	PIC 9(02).
05	HID-RECIP-MCARE-IND	PIC X(01).
05	HID-RECIP-MCARE-NUM	PIC X(12).
05	HID-ASSIST-APPROV-DT	PIC X(10).
05	HID-RECIP-WAIVER-CD	PIC X(01).
05	HID-PROD-TEST-IND	PIC X(01).

ATTACHMENT BB – FILE LAYOUTS FOR ELIGIBILITY SPANS

01	WS-HID-REC.	
05	HID-ORIG-RECIP-ID	PIC 9(11).
05	HID-ELIG-BEGIN-DATE	PIC X(10).
05	HID-ELIG-END-DATE	PIC X(10).
05	HID-RECIP-SOURCE-CD	PIC X(01).
05	HID-RECIP-COV-GROUP	PIC X(03).
05	HID-RECIP-COV-TYPE	PIC X(01).
05	HID-RECIP-CATEGORY	PIC 9(02).
05	HID-RECIP-SCOPE-CODE	PIC 9(01).
05	HID-RECIP-CITIZEN-CODE	PIC X(01).
05	HID-CANCEL-REASON	PIC X(03).
05	HID-RECIP-EVS-DATE	PIC X(10).
05	HID-SPLIT-BILL-AMT	PIC S9(07)V99.
05	HID-LAST-TRANS-DATE	PIC X(10).
05	HID-GUARANTEEE-IND	PIC X(01).

ATTACHMENT CC – FILE LAYOUTS FOR HMO SPANS

FILE LAYOUTS FOR HMO SPANS

01 WS-HID-REC.
05 HID-ORIG-RECIP-ID PIC 9(11).
05 HID-HMO-BEG-DATE PIC X(10).
05 HID-HMO-END-DATE PIC X(10).
05 HID-PROV-BASE PIC 9(07).
05 HID-PROV-LOC PIC 9(02).
05 HID-HMO-DISENROL-RSN PIC X(02).
05 HID-HMO-RETRO-IND PIC X(01).
05 HID-HMO-RPT-FLAG PIC X(01).
05 HID-MANAG-CARE-TYP PIC X(03).
05 HID-RECP-ENROL-TYP PIC X(02).
05 HID-RECP-ENROL-SRCE PIC X(01).
05 HID-RECP-DISENR-SRCE PIC X(01).
05 HID-CAP-ACG-CD PIC X(03).
05 HID-LAST-ACTVTY-DT PIC X(10).
05 HID-ENROL-BRKR-SENT-DT PIC X(10).

ATTACHMENT DD - FILE LAYOUTS FOR ID LINK

01	WS-HID-REC.	
05	HID-RECIP-ID-NUM	PIC 9(11).
05	HID-ORIG-RECIP-ID	PIC 9(11).
05	HID-ID-CHANGE-DATE	PIC X(10).
05	HID-ID-END-DATE	PIC X(10).
05	HID-CARES-IRN	PIC 9(09).

**ATTACHMENT EE – FILE LAYOUTS FOR INSTITUTIONAL MCO ENCOUNTER
DATA**

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00002 *****P3815200
00003 *
00003 *
00004 *           P3815200
00004 *   THIS IS THE INTERNAL RECORD LAYOUT OF THE INSTITUTIONAL
00003 *   ENCOUNTER
00003 *
00002 *****P3815400
00007 *
00007 *           P3815500
00007 *   01   P3815200-INSTITUTIONAL-CLAIM.           00250000
00008 *   10   P3815292-CLM-HEADER-COMMON.           00260000
00009 *   15   P3815213-RECORD-CODE           00270000
00010 *           PIC X(2).           00280000
00011 *   15   P3815213-SORT-KEY           00290000
00012 *           PIC X(30).           00300000
HIPAA *   15   P3815213-RECORD-SEQ           00310000
HIPAA *           PIC 9(2).           00320000
HIPAA *   15   P3815213-TOT-OF-LINE-ITEMS           00330000
HIPAA *           PIC 9(3).           00340000
00013 *   15   P3815293-OCCURRENCE-COUNTERS.           00350000
00014 *   20   P3815234-NUM-OF-LINE-ITEMS           00360000
00015 *           PIC 9(03).           00370000
00016 *   20   P3815234-NUM-OF-CURR-EXCEP           00380000
00017 *           PIC 9(3).           00390000
00018 *   20   P3815234-NUM-OF-COMM-EXCEP           00400000
00019 *           PIC 9(3).           00410000
00020 *   20   P3815234-NUM-OF-TPL-SEGMENTS           00420000
00021 *           PIC 9(3).           00430000
00024 *   20   P3815234-NUM-OF-RELATED-HIST           00440000
00025 *           PIC 9(3).           00450000
HIPAA *   15   P3815213-TRANSLATOR-CONTROL-NM           00460000
HIPAA *           PIC X(12).           00470000
HIPAA *   15   P3815213-TRANSLATOR-VERSION           00480000
HIPAA *           PIC X(12).           00490000
HIPAA *   15   P3815213-TRANS-BEHAVIOR-CODE           00500000
HIPAA *           PIC X(01).           00510000
00028 *   15   P3815293-INVOICE-CONTROL-NUM.           00520000
00029 *   20   P3815224-CLM-INPUT-MEDIUM-IND           00530000
00030 *           PIC 9(1).           00540000
00031 *   20   P3815224-BATCH-DATE           00550000
00032 *           PIC 9(5).           00560000
00033 *   20   P3815224-MACH-REEL-FILL           00570000
00034 *           PIC 9(02).           00580000
00037 *   20   P3815224-BATCH-NUMBER           00590000
00038 *           PIC 9(3).           00600000
00039 *   20   P3815224-DOCUMENT-NUMBER           00610000
00040 *           PIC 9(04).           00620000
00041 *   20   P3815224-LINE-NUMBER           00630000
00042 *           PIC 9(2).           00640000
00043 *   15   P3815213-ACCOUNTING-CODE           00650000

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00044		PIC X(1).	00660000
00045	15	P3815213-CLAIM-STATUS	00670000
00046		PIC X(1).	00680000
00047	15	P3815213-CLM-TYP	00690000
00048		PIC X(1).	00700000
00049	15	P3815213-TEST-PROD-IND	00710000
00050		PIC X(1).	00720000
00051	15	P3815293-CLAIM-DATES.	00730000
00052	20	P3815234-FIRST-DATE-OF-SVC	00740000
00053		PIC 9(8).	00750000
00054	20	P3815234-LAST-DATE-OF-SVC	00760000
00055		PIC 9(8).	00770000
00056	20	P3815234-DATE-BILLED	00780000
00057		PIC 9(8).	00790000
00058	20	P3815234-ENTRY-DATE	00800000
00059		PIC 9(8).	00810000
00060	20	P3815234-SUSPENSE-DATE	00820000
00061		PIC 9(8).	00830000
00062	20	P3815234-LAST-CYCLE-DATE	00840000
00063		PIC 9(8).	00850000
00064	20	P3815234-DATE-OF-ADJUDICATION	00860000
00065		PIC 9(8).	00870000
00066	20	P3815234-REMIT-PROCESS-DATE	00880000
00067		PIC 9(8).	00890000
00066	20	P3815234-DATE-PAID	00900000
00067		PIC 9(8).	00910000
00066	20	P3815234-CHECK-DATE	00920000
00067		PIC 9(8).	00930000
00068	20	P3815234-ORIG-PAYMENT-DATE	00940000
00069		PIC 9(8).	00950000
00070	20	P3815234-DATE-TO-HIST	00960000
00071		PIC 9(8).	00970000
00072	15	P3815293-CLAIM-PAYMENT-DATA.	00980000
00073	20	P3815234-TOTAL-CLAIM-CHARGE	00990000
00074		PIC S9(7)V99.	01000000
00075	20	P3815234-CLM-RECIP-PMT-AMT	01010000
00076		PIC S9(7)V99.	01020000
00077	20	P3815234-THIRD-PARTY-PMT-AMT	01030000
00078		PIC S9(7)V99.	01040000
00079	20	P3815234-AMT-PAID-BY-MCARE	01050000
00080		PIC S9(7)V99.	01060000
00081	20	P3815234-NET-CLAIM-CHARGE	01070000
00082		PIC S9(7)V99.	01080000
00083	20	P3815234-REIMBURSEMENT-AMOUNT	01090000
00084		PIC S9(7)V99.	01100000
00085	20	P3815234-FED-FIN-PART	01110000
00086		PIC S9(7)V99.	01120000
00085	20	P3815234-SPENDDOWN-AMOUNT	01130000
00086		PIC S9(7)V99.	01140000
00087	15	P3815293-CLAIM-PROV-DATA.	01150000
00088	20	P3815294-PROV-NUMBER.	01160000
00089	25	P3815225-PROV-BASE-NUMBER	01170000
00090		PIC 9(07).	01180000
00091	25	P3815225-PROV-LOCATION	01190000
00092		PIC 9(02).	01200000
00093	20	P3815214-PROV-CAT-OF-SVC-CODE	01210000
00094		PIC X(02).	01220000

00095	20	P3815214-PROV-SPEC-CODE	01230000
00096		PIC 9(03).	01240000
00097	20	P3815214-PROV-TYPE	01250000
00098		PIC X(02).	01260000
HIPAA	20	P3815214-PROV-TAXONOMY	01270000
HIPAA		PIC X(10).	01280000
00099	20	P3815214-PROV-COUNTY-CODE	01290000
00100		PIC 9(02).	01300000
00101	20	P3815234-PROV-ZIP-CODE	01310000
00102		PIC 9(9).	01320000
00105	20	P3815294-PAY-TO-PROV-DATA.	01330000
00106	25	P3815295-PAY-TO-PROV-NUM.	01340000
00107	30	P3815226-PAY-TO-PROV-BASE-NUM	01350000
00108		PIC 9(7).	01360000
00109	30	P3815226-PAY-TO-PROV-LOC	01370000
00110		PIC 9(2).	01380000
00111	25	P3815215-PAY-TO-PROV-TYPE	01390000
00112		PIC X(2).	01400000
00099	20	P3815214-PROV-PAYMENT-METHOD	01410000
00100		PIC X(1).	01420000
00113	15	P3815293-CLAIM-RECIP-DATA.	01430000
00114	20	P3815294-RECIP-IDENT-NUMBER.	01440000
00115	25	P3815225-RECIP-IDENT-NUMBER	01450000
00116		PIC 9(11).	01460000
00119	20	P3815294-ORIGINAL-RECIP-ID.	01470000
00120	25	P3815225-ORIGINAL-RECIP-ID	01480000
00121		PIC 9(11).	01490000
00119	20	P3815294-PROV-MC-DATA.	01500000
00124	25	P3815225-PROV-MC-PRG	01510000
00126		PIC X(3).	01520000
00111	25	P3815225-SPEC-PGM-PROV	01530000
00126		PIC 9(9).	01540000
00111	25	P3815295-SPEC-PGM-PROV REDEFINES	01550000
00111		P3815225-SPEC-PGM-PROV.	01560000
00107	30	P3815226-SPEC-PROV-BASE-NUM	01570000
00108		PIC 9(7).	01580000
00109	30	P3815226-SPEC-PROV-LOCATION	01590000
00110		PIC 9(2).	01600000
00119	20	P3815294-PROV-MC-DATA-2.	01610000
00124	25	P3815225-PROV-MC-PRG-2	01620000
00126		PIC X(3).	01630000
00111	25	P3815225-SPEC-PGM-PROV-2	01640000
00126		PIC 9(9).	01650000
00111	25	P3815295-SPEC-PGM-PROV-2 REDEFINES	01660000
00111		P3815225-SPEC-PGM-PROV-2.	01670000
00107	30	P3815226-SPEC-PROV-BASE-NUM-2	01680000
00108		PIC 9(7).	01690000
00109	30	P3815226-SPEC-PROV-LOCATION-2	01700000
00110		PIC 9(2).	01710000
00119	20	P3815294-PROV-MC-DATA-3.	01720000
00124	25	P3815225-PROV-MC-PRG-3	01730000
00126		PIC X(3).	01740000
00111	25	P3815225-SPEC-PGM-PROV-3	01750000
00126		PIC 9(9).	01760000
00111	25	P3815295-SPEC-PGM-PROV-3 REDEFINES	01770000
00111		P3815225-SPEC-PGM-PROV-3.	01780000
00107	30	P3815226-SPEC-PROV-BASE-NUM-3	01790000

00108		PIC 9(7).	01800000
00109	30	P3815226-SPEC-PROV-LOCATION-3	01810000
00110		PIC 9(2).	01820000
00129	20	P3815214-RECIP-COUNTY	01830000
00130		PIC X(02).	01840000
00131	20	P3815214-RECIP-ZIP-CODE	01850000
00132		PIC X(05).	01860000
00133	20	P3815294-RECIP-NAME.	01870000
00134	25	P3815215-RECIP-LAST-NAME	01880000
00135		PIC X(25).	01890000
00136	25	P3815215-RECIP-FIRST-NAME	01900000
00137		PIC X(15).	01910000
00138	25	P3815215-RECIP-MIDDLE-INIT	01920000
00139		PIC X(1).	01930000
00138	25	P3815215-NAME-CODE	01940000
00139		PIC X(2).	01950000
HIPAA	20	P3815294-SUBMIT-RECIP-NAME.	01960000
HIPAA	25	P3815215-SUBMIT-LAST-NAME	01970000
HIPAA		PIC X(25).	01980000
HIPAA	25	P3815215-SUBMIT-FIRST-NAME	01990000
HIPAA		PIC X(15).	02000000
HIPAA	25	P3815215-SUBMIT-MIDDLE-INIT	02010000
HIPAA		PIC X(1).	02020000
HIPAA	25	P3815215-SUBMIT-NAME-CODE	02030000
HIPAA		PIC X(2).	02040000
00142	20	P3815234-RECIP-DATE-OF-BIRTH	02050000
00143		PIC 9(08).	02060000
00144	20	P3815234-RECIP-AGE	02070000
00145		PIC 9(3).	02080000
00146	20	P3815214-RECIP-SEX-CODE	02090000
00147		PIC X(01).	02100000
00148	20	P3815214-RECIP-RACE-CODE	02110000
00149		PIC X(01).	02120000
00152	20	P3815214-RECIP-MCARE-IND	02130000
00153		PIC X(1).	02140000
00154	20	P3815214-RECIP-NH-INDIC	02150000
00155		PIC X(01).	02160000
00154	20	P3815214-RECIP-COVERAGE-GRP	02170000
00155		PIC X(3).	02180000
00154	20	P3815214-RECIP-COVERAGE-TP	02190000
00155		PIC X(1).	02200000
HIPAA	20	P3815214-BENEFITS-ASSIGN-IND	02210000
HIPAA		PIC X(1).	02220000
HIPAA	20	P3815214-CLAIM-SUBMISSION-REA	02230000
HIPAA		PIC X(2).	02240000
00164	15	P3815293-CLAIM-CREDIT-DATA.	02250000
00165	20	P3815214-ADJUSTMENT-REASON	02260000
00166		PIC X(2).	02270000
00167	20	P3815214-CLAIM-CREDIT-IND	02280000
00168		PIC X(1).	02290000
00169	20	P3815234-ICN-OF-CREDIT.	02300000
00029	25	P3815234-CLM-INPUT-MEDIUM-IND2	02310000
00030		PIC 9(1).	02320000
00031	25	P3815234-BATCH-DATE2	02330000
00032		PIC 9(5).	02340000
00033	25	P3815234-MACH-REEL-FILL2	02350000
00034		PIC 9(02).	02360000

00037	25	P3815234-BATCH-NUMBER2	02370000
00038		PIC 9(3).	02380000
00039	25	P3815234-DOCUMENT-NUMBER2	02390000
00040		PIC 9(04).	02400000
00041	25	P3815234-LINE-NUMBER2	02410000
00042		PIC 9(2).	02420000
00171	20	P3815234-ICN-TO-CREDIT.	02430000
00029	25	P3815234-CLM-INPUT-MEDIUM-IND3	02440000
00030		PIC 9(1).	02450000
00031	25	P3815234-BATCH-DATE3	02460000
00032		PIC 9(5).	02470000
00033	25	P3815234-MACH-REEL-FILL3	02480000
00034		PIC 9(02).	02490000
00037	25	P3815234-BATCH-NUMBER3	02500000
00038		PIC 9(3).	02510000
00039	25	P3815234-DOCUMENT-NUMBER3	02520000
00040		PIC 9(04).	02530000
00041	25	P3815234-LINE-NUMBER3	02540000
00042		PIC 9(2).	02550000
00173	15	P3815294-MARS-CODES.	02560000
00175	20	P3815215-MARS-AID-CAT.	02570000
00175	25	P3815225-MARS-MAINT-ASST-STAT	02580000
00176		PIC X(1).	02590000
00177	25	P3815215-MARS-ELIG-BASIS	02600000
00178		PIC X(2).	02610000
00175	20	P3815225-MARS-CLM-IND	02620000
00176		PIC 9(1).	02630000
00177	20	P3815215-SPLIT-CLAIM-IND	02640000
00178		PIC X(1).	02650000
00179	20	P3815215-FFP-FUND-CD	02660000
00180		PIC X(1).	02670000
00181	20	P3815215-FED-CAT-SVC	02680000
00182		PIC X(2).	02690000
00181	20	P3815215-MARS-CAT-OF-SVC	02700000
00182		PIC X(2).	02710000
00183	20	P3815215-FED-MAINT-ASST-CD	02720000
00184		PIC X(1).	02730000
00185	20	P3815215-FED-AID-CAT	02740000
00186		PIC X(1).	02750000
00187	20	P3815265-PD-UNIT-SVC	02760000
HIPAA		PIC 9(3).	02770000
00189	15	P3815293-CLM-HEADER-MISC-DATA.	02780000
00190	20	P3815294-CLM-HEADER-MISC-DATA.	02790000
00191	25	P3815295-CLM-HEADER-MISC-DATA.	02800000
00192	30	P3815236-REMITTANCE-ADVISE-NO	02810000
00193		PIC 9(6).	02820000
00194	30	P3815236-CHECK-VOUCH-NUM	02830000
00195		PIC 9(07).	02840000
00196	30	P3815236-USER-IDENTIFICATION	02850000
00197		PIC 9(3).	02860000
00198	30	P3815236-PRE-AUTH-NUM	02870000
00199		PIC X(08).	02880000
00200	30	P3815236-NUMBER-OF-CYCLES	02890000
00201		PIC 9(3).	02900000
00202	30	P3815216-TRAUMA-REL-IND	02910000
00203		PIC X(1).	02920000
00202	30	P3815236-ATTACHMENT-IND	02930000

00203		PIC X(1).	02940000
00204	30	P3815296-APPROPRIATION-CODE.	02950000
00209	35	P3815217-PROG-PROJ-CODE	02960000
00205		PIC X(4).	02970000
00209	35	P3815217-DHMH-FUND-CD	02980000
00205		PIC X(1).	02990000
00209	35	P3815237-EXPEND-FISC-YEAR	03000000
00205		PIC 9(2).	03010000
00209	35	P3815217-PROV-ENROL-STAT-CD	03020000
00205		PIC X(2).	03030000
00206	30	P3815216-OVERRIDE-LOC-CODE	03040000
00207		PIC X(2).	03050000
00208	30	P3815296-OVERRIDE-EXCEP-DATA.	03060000
00209	35	P3815237-OVERRIDE-EXCEP-CODE	03070000
00210		PIC 9(3).	03080000
00211	35	P3815237-OVERRIDE-EXCEP-USER	03090000
00212		PIC 9(3).	03100000
00213	30	P3815296-EOB-CODE.	03110000
00214	35	P3815237-EOB-CODE	03120000
00215		OCCURS 0002 TIMES	03130000
00216		INDEXED BY PX3815237-EOB-CODE	03140000
00217		PIC 9(3).	03150000
00223	30	P3815296-CURR-LOCATION-DATA.	03160000
00224	35	P3815217-CLAIM-LOCATION-CODE	03170000
00225		PIC X(2).	03180000
00226	35	P3815237-DATE-ENTERED-LOC	03190000
00227		PIC 9(8).	03200000
00228	30	P3815296-PREV-LOCATION-DATA.	03210000
00229	35	P3815297-PREV-LOCATION-DATA.	03220000
00230	40	P3815218-CLAIM-LOCATION-CODE-2	03230000
00231		PIC X(2).	03240000
00232	40	P3815238-DATE-ENTERED-LOC-2	03250000
00233		PIC 9(8).	03260000
00232	30	P3815236-PAT-ACCT-NO	03270000
HIPAA		PIC X(20).	03280000
00191	25	P3815292-MISC-PROVIDERS.	03290000
00192	30	P3815214-MISC-PROV-IND	03300000
00193		PIC X(1).	03310000
00192	30	P3815234-MISC-PROV-NUMBER	03320000
HIPAA		PIC 9(09).	03330000
00192	30	P3815234-MISC-PROV-FILLER	03331000
HIPAA		PIC X(09).	03332000
HIPAA	25	P3815292-MISC-PROVIDER1 REDEFINES	03340000
HIPAA		P3815292-MISC-PROVIDERS	03350000
HIPAA		PIC X(19).	03360000
00242	15	P3815293-SPECIAL-INDICATOR.	03370000
00243	20	P3815214-SPECIAL-INDICATOR	03380000
00244		OCCURS 0004 TIMES	03390000
00245		INDEXED BY PX3815214-SPECIAL-INDICATOR	03400000
00246		PIC X(1).	03410000
00247	10	P3815292-CLM-HEADER-VARIABLE.	03420000
00286	15	P3815213-CONSENT-IND	03430000
00287		PIC X(1).	03440000
00291	15	P3815213-EPSDT-IND	03450000
00292		PIC X(1).	03460000
00403	15	P3815234-OTHER-INSURANCE-IND	03470000
00404		PIC X(1).	03480000

00403	15	P3815234-TPL-OVERRIDE	03490000
00404		PIC X(1).	03500000
00321	15	P3815293-DIAGNOSIS-DATA.	03510000
00322	20	P3815214-DIAG-STERL-IND	03520000
00323		PIC X(01).	03530000
00324	20	P3815214-DIAG-ABORT-IND	03540000
00325		PIC X(01).	03550000
00326	20	P3815214-DIAG-FAM-PLAN-IND	03560000
00327		PIC X(01).	03570000
00328	20	P3815294-DIAG-CODE-ICD-9.	03580000
00329	25	P3815295-DIAG-CODE-ICD-9	03590000
HIPAA		OCCURS 0012 TIMES	03600000
00331		INDEXED BY PX3815295-DIAG-CODE-ICD-9.	03610000
00332	30	P3815216-DIAG-CODE-ICD-9	03620000
00333		PIC X(05).	03630000
00254	15	P3815213-CLM-PRIOR-AUTH-IND	03640000
00255		PIC X(1).	03650000
00272	15	P3815293-ATTENDING-PHYSICIAN.	03660000
00273	20	P3815224-ATTEND-PHYS-BASE-NUM	03670000
00274		PIC 9(7).	03680000
00275	20	P3815224-ATTEND-PHYS-LOC	03690000
00276		PIC 9(2).	03700000
00279	15	P3815293-PERFORM-PROV-NUMBER.	03710000
00280	20	P3815224-PERFRM-PROV-BASE-NUM	03720000
00281		PIC 9(7).	03730000
00282	20	P3815224-PERFRM-PROV-LOC	03740000
00283		PIC 9(2).	03750000
00248	15	P3815243-ALLOWED-CHARGE	03760000
00249		PIC S9(7)V99.	03770000
00250	15	P3815213-ALLOWED-CHRG-SOURCE	03780000
00251		PIC X(1).	03790000
00252	15	P3815233-PROV-CHARGE-FACTOR	03800000
00253		PIC S9(7)V99.	03810000
00254	15	P3815213-RSN-FOR-ABORT	03820000
00255		PIC X(1).	03830000
00254	15	P3815213-MEDICAL-RCD-NUM	03840000
HIPAA		PIC X(30).	03850000
00256	15	P3815293-FINANCIAL-CLASS.	03860000
00257	20	P3815214-PRIMARY-PAYOR-CODE	03870000
00258		PIC X(1).	03880000
00259	20	P3815214-SECONDARY-PAYOR-CODE	03890000
00260		PIC X(1).	03900000
00261	20	P3815214-TERTIARY-PAYOR-CODE	03910000
00262		PIC X(1).	03920000
00263	15	P3815293-TYPE-BILL.	03930000
00264	20	P3815224-TYPE-OF-FACILITY	03940000
00265		PIC 9(1).	03950000
00266	20	P3815224-BILL-CLASS	03960000
00267		PIC 9(1).	03970000
00268	20	P3815214-FREQUENCY	03980000
00269		PIC X(1).	03990000
00291	15	P3815223-PATIENT-STATUS	04000000
00292		PIC 9(2).	04010000
00297	15	P3815223-SPECIAL-PROGRAM-IND	04020000
00298		PIC X(2).	04030000
00301	15	P3815233-COVERED-DAYS	04040000
00302		PIC 9(3).	04050000

00303	15	P3815213-NON-COV-DAYS		04060000
00304			PIC 9(3).	04070000
00303	15	P3815213-ADMIN-DAYS		04080000
00304			PIC 9(3).	04090000
00303	15	P3815213-DIAG-REL-GRP		04100000
00304			PIC 9(3).	04110000
00303	15	P3815213-MCARE-PROV-NUMBER		04120000
00304			PIC X(17).	04130000
00395	15	P3815293-HOSPITAL-MCARE-DATA.		04140000
00397	20	P3815234-MCARE-DEDUCTIBLE-AMT		04150000
00398			PIC S9(5)V99.	04160000
00399	20	P3815234-MCARE-COINS-AMT		04170000
00400			PIC S9(5)V99.	04180000
00401	20	P3815234-MCARE-BLOOD-DED-AMT		04190000
00402			PIC S9(5)V99.	04200000
00403	20	P3815234-DATE-PAID-BY-MCARE		04210000
00404			PIC 9(8).	04220000
00403	20	P3815234-LIFETIME-RESERVE		04230000
00404			PIC 9(2).	04240000
00403	20	P3815234-MCARE-COINS-DAYS		04250000
00404			PIC 9(2).	04260000
00403	20	P3815234-PROV-MED-SRC-IND		04270000
00404			PIC X(1).	04280000
00312	15	P3815293-BLOOD-DATA.		04290000
00313	20	P3815234-BLOOD-FURNISHED		04300000
00314			PIC 9(3).	04310000
00315	20	P3815234-BLOOD-REPLACED		04320000
00316			PIC 9(3).	04330000
00317	20	P3815234-BLOOD-NOT-REPLACED		04340000
00318			PIC 9(3).	04350000
00312	15	P3815293-ADMISSION-DATA.		04360000
00313	20	P3815234-ADMISSION-DATE		04370000
00314			PIC 9(8).	04380000
00315	20	P3815224-ADMISSION-HOUR		04390000
00316			PIC 9(2).	04400000
00317	20	P3815224-ADMIT-SOURCE		04410000
00318			PIC 9(01).	04420000
00319	20	P3815224-ADMIT-TYPE		04430000
00320			PIC 9(01).	04440000
00334	15	P3815293-NURSING-HOME-DATA.		04450000
00336	20	P3815234-DHMH-1321-INDICATOR		04460000
00337			PIC X(1).	04470000
00338	20	P3815234-DHMH-1321-DAYS		04480000
00339			PIC 9(2).	04490000
00340	20	P3815234-DHMH-1295-INDICATOR		04500000
00341			PIC X(1).	04510000
00342	20	P3815234-DHMH-1295-DAYS		04520000
00343			PIC 9(2).	04530000
00344	20	P3815214-DHMH-2129-INDICATOR		04540000
00345			PIC X(1).	04550000
00346	20	P3815214-DHMH-2129-DAYS		04560000
00347			PIC 9(2).	04570000
00346	20	P3815214-PAT-STAT-LTC		04580000
00347			PIC 9(1).	04590000
00350	20	P3815234-NH-DISCHARGE-DATE		04600000
00351			PIC 9(8).	04610000
00346	20	P3815214-PAT-ASSESSED-IND		04620000

00347		PIC X(1).	04630000
00358	15	P3815293-PROCEDURE-DATA.	04640000
00359	20	P3815294-PROCEDURE-DATA.	04650000
00360	25	P3815295-PROCEDURE-DATA	04660000
HIPAA		OCCURS 0012 TIMES	04670000
00362		INDEXED BY PX3815295-PROCEDURE-DATA.	04680000
00363	30	P3815216-PROC-CODE	04690000
00364		PIC X(5).	04700000
HIPAA	30	P3815216-PROC-CODE-MODIFIER	04710000
HIPAA		PIC X(2).	04720000
HIPAA	30	P3815216-PROC-CODE-MODIFIER-2	04730000
HIPAA		PIC X(2).	04740000
HIPAA	30	P3815216-PROC-CODE-MODIFIER-3	04750000
HIPAA		PIC X(2).	04760000
HIPAA	30	P3815216-PROC-CODE-MODIFIER-4	04770000
HIPAA		PIC X(2).	04780000
00365	30	P3815236-DATE-OF-SURGERY	04790000
00366		PIC 9(8).	04800000
00367	15	P3815293-OCCURRENCE-DATA.	04810000
00368	20	P3815294-OCCURRENCE-DATA	04820000
HIPAA		OCCURS 0012 TIMES	04830000
00370		INDEXED BY PX3815294-OCCURRENCE.	04840000
00371	25	P3815225-OCCURRENCE-CODE	04850000
00372		PIC 9(2).	04860000
00373	25	P3815235-OCCURRENCE-DATE	04870000
00374		PIC 9(8).	04880000
00367	15	P3815293-OCCUR-SPAN-DATA.	04890000
00368	20	P3815294-OCCUR-SPAN-DATA	04900000
HIPAA		OCCURS 0012 TIMES	04910000
00370		INDEXED BY PX3815294-OCCUR-SPAN-DATA.	04920000
00371	25	P3815225-OCCUR-SPAN	04930000
00372		PIC X(2).	04940000
00373	25	P3815235-OCCUR-FROM-DATE	04950000
00374		PIC 9(8).	04960000
00373	25	P3815235-OCCUR-TO-DATE	04970000
00374		PIC 9(8).	04980000
00375	15	P3815293-CONDITION-DATA.	04990000
00376	20	P3815294-CONDITION-DATA	05000000
HIPAA		OCCURS 0012 TIMES	05010000
00378		INDEXED BY PX3815294-CONDITION-DATA.	05020000
00379	25	P3815225-CONDITION-CODE	05030000
00380		PIC X(2).	05040000
00381	15	P3815293-VALUE-DATA.	05050000
00382	20	P3815294-VALUE-DATA	05060000
HIPAA		OCCURS 0012 TIMES	05070000
00384		INDEXED BY PX3815294-VALUE-DATA.	05080000
00385	25	P3815225-VALUE-CODE	05090000
00386		PIC X(2).	05100000
00387	25	P3815235-VALUE-DOLLAR-AMOUNT	05110000
00388		PIC S9(5)V99.	05120000
00389	15	P3815293-EST-RESPONSIBILITY.	05130000
00390	20	P3815294-EST-RESPONSIBILITY	05140000
00391		OCCURS 0003 TIMES	05150000
00392		INDEXED BY PX3815294-EST-RESPONSIBILITY.	05160000
00393	25	P3815235-EST-RESPONSIBILITY	05170000
00394		PIC S9(7)V99.	05180000
00428	10	P3815292-CURRENT-EXCEPTION.	05190000

00429	15	P3815293-CURRENT-EXCEPTION.	05200000
00430	20	P3815294-CURRENT-EXCEPTION	05210000
00431		OCCURS 0025 TIMES	05220000
00433		INDEXED BY PX3815294-CURRENT-EXCEPTION.	05230000
00434	25	P3815235-EXCEPTION-CODE	05240000
00435		PIC 9(3).	05250000
00436	25	P3815215-LINE-ITEM-CODE	05260000
00437		PIC X(2).	05270000
00438	25	P3815215-EXCEPTION-STATUS	05310000
00439		PIC X(1).	05320000
00440	25	P3815235-USER-IDENTIFICATION	05330000
00441		PIC 9(3).	05340000
00442	10	P3815292-COMMITTED-EXCEPTION.	05350000
00443	15	P3815293-COMMITTED-EXCEPTION.	05360000
00444	20	P3815294-COMMITTED-EXCEPTION	05370000
00445		OCCURS 0025 TIMES	05380000
00447		INDEXED BY PX3815294-COMMITTED-EXCEPTION.	05390000
00448	25	P3815235-EXCEPTION-CODE	05400000
00449		PIC 9(3).	05410000
00450	25	P3815215-LINE-ITEM-CODE	05420000
00451		PIC X(2).	05430000
00452	10	P3815292-RECIP-TPL-DTL-DATA.	05470000
00453	15	P3815293-RECIP-TPL-DTL-DATA	05480000
00454		OCCURS 0003 TIMES	05490000
00456		INDEXED BY PX3815293-RECIP-TPL-DTL-DATA.	05500000
00457	20	P3815214-CARRIER-CODE	05510000
00458		PIC X(06).	05520000
00459	20	P3815214-POLICY-NUMBER	05530000
00460		PIC X(15).	05540000
00461	20	P3815214-TPL-GROUP-NUMBER	05550000
00462		PIC X(15).	05560000
00472	10	P3815292-RELATED-HISTORY.	05570000
00473	15	P3815293-RELATED-HISTORY.	05580000
00474	20	P3815294-RELATED-HISTORY.	05590000
00475	25	P3815295-RELATED-HISTORY	05600000
00476		OCCURS 0025 TIMES	05610000
00478		INDEXED BY PX3815295-RELATED-HISTORY.	05620000
00479	30	P3815296-LINE-ITEM-CODE.	05630000
00029	35	P3815236-LINE-ITEM-CODE	05640000
00030		PIC X(2).	05650000
00029	35	P3815236-LINE-ITEM-CODE-2	05690000
00030		PIC X(3).	05700000
HIPAA	35	P3815236-LINE-ITEM-CODE3 REDEFINES	05710000
HIPAA		P3815236-LINE-ITEM-CODE-2	05720000
HIPAA		PIC 9(03).	05730000
00481	30	P3815236-INVOICE-CONTROL-NUM.	05740000
00029	35	P3815236-CLM-INPUT-MEDIUM-IND4	05750000
00030		PIC 9(1).	05760000
00031	35	P3815236-BATCH-DATE4	05770000
00032		PIC 9(5).	05780000
00033	35	P3815236-MACH-REEL-FILL4	05790000
00034		PIC 9(02).	05800000
00037	35	P3815236-BATCH-NUMBER4	05810000
00038		PIC 9(3).	05820000
00039	35	P3815236-DOCUMENT-NUMBER4	05830000
00040		PIC 9(04).	05840000
00041	35	P3815236-LINE-NUMBER4	05850000

00042		PIC 9(2).	05860000
00483	30	P3815236-EXCEPTION-CODE	05870000
00484		PIC 9(3).	05880000
00485	30	P3815236-DATE-PAID	05890000
00486		PIC 9(8).	05900000
00487	10	P3815292-CLM-DETAIL.	05910000
00488	15	P3815293-LINE-ITEM	05920000
00489		OCCURS 0050 TIMES	05930000
00491		INDEXED BY PX3815293-LINE-ITEM.	05940000
00492	20	P3815214-LINE-ITEM-CODE	05950000
HIPAA		PIC X(02).	05960000
HIPAA	20	P3815214-LINE-COUNTER	06000000
HIPAA		PIC 9(3).	06010000
00492	20	P3815214-LI-FIRST-DATE-OF-SVC	06020000
00493		PIC 9(8).	06030000
00494	20	P3815214-PROC-CODE	06040000
00495		PIC X(5).	06050000
HIPAA	20	P3815214-PROC-CODE-MODIFIER	06060000
HIPAA		PIC X(2).	06070000
HIPAA	20	P3815214-PROC-CODE-MODIFIER-2	06080000
HIPAA		PIC X(2).	06090000
HIPAA	20	P3815214-PROC-CODE-MODIFIER-3	06100000
HIPAA		PIC X(2).	06110000
HIPAA	20	P3815214-PROC-CODE-MODIFIER-4	06120000
HIPAA		PIC X(2).	06130000
HIPAA	20	P3815294-PROC-MOD-EXT.	06140000
HIPAA	25	P3815295-PROC-MOD-EXT-1	06150000
HIPAA		PIC X(2).	06160000
HIPAA	25	P3815295-PROC-MOD-EXT-2	06170000
HIPAA		PIC X(2).	06180000
HIPAA	25	P3815295-PROC-MOD-EXT-3	06190000
HIPAA		PIC X(2).	06200000
HIPAA	25	P3815295-PROC-MOD-EXT-4	06210000
HIPAA		PIC X(2).	06220000
HIPAA	25	FILLER	06210000
HIPAA		PIC X(2).	06220000
HIPAA	20	P3815296-PROC-MOD-EXT REDEFINES	06230000
HIPAA		P3815294-PROC-MOD-EXT.	06240000
HIPAA	25	P3815296-ALT-PROC-CODE	06250000
HIPAA		PIC X(05).	06260000
HIPAA	25	P3815296-ALT-PROC-REC-NUM	06270000
HIPAA		PIC 9(05).	06280000
HIPAA	20	P3815294-PROC-MOD-PRICE.	06290000
HIPAA	25	P3815295-PROC-MOD-PRICE-1	06300000
HIPAA		PIC X(2).	06310000
HIPAA	25	P3815295-PROC-MOD-PRICE-2	06320000
HIPAA		PIC X(2).	06330000
HIPAA	25	P3815295-PROC-MOD-PRICE-3	06340000
HIPAA		PIC X(2).	06350000
HIPAA	25	P3815295-PROC-MOD-PRICE-4	06360000
HIPAA		PIC X(2).	06370000
HIPAA	20	P3815294-REVENUE-CODE1.	06380000
HIPAA	25	P3815214-REVENUE-CODE2	06390000
HIPAA		PIC X(1).	06400000
HIPAA	25	P3815214-REVENUE-CODE	06410000
HIPAA		PIC X(3).	06420000
00494	20	P3815214-MCARE-COVERAGE-IND	06430000

00495		PIC X(1).	06440000
00498	20	P3815234-UNITS-OF-SERVICE	06450000
00499		PIC 9(5).	06460000
00500	20	P3815234-LI-SUBMITTED-CHARGE	06470000
HIPAA		PIC S9(7)V99.	06480000
00502	20	P3815234-ALLOWED-CHARGE	06490000
00503		PIC S9(7)V99.	06500000
00504	20	P3815214-ALLOWED-CHRG-SOURCE	06510000
00505		PIC X(1).	06520000
00504	20	P3815214-NON-COVERED-CHARGE	06530000
00505		PIC S9(7)V99.	06540000
HIPAA	20	P3815294-LI-BONUS-AMOUNT.	06550000
HIPAA	25	P3815235-LI-BONUS-AMOUNT	06560000
HIPAA		PIC 9(5)V99.	06570000
00512	20	P3815294-OVERRIDE-EXCEP-DATA.	06580000
00513	25	P3815235-OVERRIDE-EXCEP-CODE	06590000
00514		PIC 9(3).	06600000
00515	25	P3815235-OVERRIDE-EXCEP-USER	06610000
00516		PIC 9(3).	06620000
00517	20	P3815294-EOB-CODE.	06630000
00518	25	P3815295-EOB-CODE	06640000
00519		OCCURS 0002 TIMES	06650000
00520		INDEXED BY PX3815295-EOB-CODE.	06660000
00521	30	P3815236-EOB-CODE	06670000
00522		PIC 9(3).	06680000

ATTACHMENT FF – FILE LAYOUTS FOR FEE-FOR-SERVICE CLAIMS

01	WS-CLAIMS-REC.	
05	CLM-ICN-NUMBER.	
10	CLM-INPUT-MEDIUM	PIC 9(01).
10	CLM-BATCH-DATE	PIC 9(05).
10	CLM-MACH-REEL-FILL	PIC 9(02).
10	CLM-BATCH-NUMBER	PIC 9(03).
10	CLM-DOC-NUMBER	PIC 9(04).
10	CLM-LINE-NUMBER	PIC 9(02).
05	CLM-ACCOUNT-CODE	PIC X(01).
05	CLM-CLAIM-STATUS	PIC X(01).
05	CLM-CLAIM-TYPE	PIC X(01).
05	CLM-FIRST-DATE-OF-SVC	PIC X(10).
05	CLM-LAST-DATE-OF-SVC	PIC X(10).
05	CLM-DATE-PAID	PIC X(10).
05	CLM-ORIG-PAY-DATE	PIC X(10).
05	CLM-RECIP-PAY-AMT	PIC S9(05)V99.
05	CLM-AMT-PAID-BY-MCARE	PIC S9(07)V99.
05	CLM-REIMBURSE-AMT	PIC S9(07)V99.
05	CLM-TPL-PMT-AMT	PIC S9(07)V99.
05	CLM-FED-FIN-PART	PIC S9(07)V99.
05	CLM-SPENDDOWN-AMT	PIC S9(07)V99.
05	CLM-NET-CHARGE	PIC S9(07)V99.
05	CLM-TOTAL-CHARGE	PIC S9(07)V99.
05	CLM-PROV-BASE	PIC 9(07).
05	CLM-PROV-LOC	PIC 9(02).
05	CLM-PROV-COS	PIC X(02).
05	CLM-PROV-SPEC	PIC 9(03).
05	CLM-PROV-TYPE	PIC X(02).
05	CLM-PAY-TO-PROV-BASE	PIC 9(07).
05	CLM-PAY-TO-PROV-LOC	PIC 9(02).
05	CLM-PAY-TO-PROV-TYPE	PIC X(02).
05	CLM-ORIG-RECIP-ID	PIC 9(11).
05	CLM-RECIP-IDENT-NUM	PIC 9(11).
05	CLM-RECIP-COUNTY	PIC X(02).
05	CLM-RECIP-COV-GRP	PIC X(03).
05	CLM-RECIP-COV-TYPE	PIC X(01).
05	CLM-RECIP-MCARE-IND	PIC X(01).
05	CLM-RECIP-NH-IND	PIC X(01).
05	CLM-SPEC-PGM-PROV	PIC 9(09).
05	CLM-SPEC-PGM-PROV-2	PIC 9(09).
05	CLM-SPEC-PGM-PROV-3	PIC 9(09).
05	CLM-ADJUST-REASON	PIC X(02).
05	CLM-CREDIT-IND	PIC X(01).
05	CLM-MARS-COS	PIC X(02).
05	CLM-MARS-ELIG-BASIS	PIC X(02).

05 CLM-MARS-MAINT-ASST-ST	PIC X(01).
05 CLM-FED-AID-CAT	PIC X(01).
05 CLM-FED-COS	PIC X(02).
05 CLM-FED-MAINT-ASST-CD	PIC X(01).
05 CLM-PD-UNIT-SVC	PIC 9(07)V999.
05 CLM-SPLIT-CLAIM-IND	PIC X(01).
05 CLM-FFP-FUND-CD	PIC X(01).
05 CLM-MARS-CLAIM-IND	PIC X(01).
05 CLM-TRAUMA-REL-IND	PIC X(01).
05 CLM-PROG-PROJ-CODE	PIC X(04).
05 CLM-SPECIAL-IND	PIC X(01).
05 CLM-SPECIAL-IND-2	PIC X(01).
05 CLM-SPECIAL-IND-3	PIC X(01).
05 CLM-SPECIAL-IND-4	PIC X(01).
05 CLM-ATTEND-PHYS-BASE	PIC 9(07).
05 CLM-ATTEND-PHYS-LOC	PIC 9(02).
05 CLM-DIAG-CD-ICD-9	PIC X(05).
05 CLM-DIAG-CD-ICD-9-2	PIC X(05).
05 CLM-DIAG-CD-ICD-9-3	PIC X(05).
05 CLM-DIAG-CD-ICD-9-4	PIC X(05).
05 CLM-DIAG-CD-ICD-9-5	PIC X(05).
05 CLM-DIAG-CD-ICD-9-6	PIC X(05).
05 CLM-DIAG-CD-ICD-9-7	PIC X(05).
05 CLM-DIAG-CD-ICD-9-8	PIC X(05).
05 CLM-DIAG-CD-ICD-9-9	PIC X(05).
05 CLM-DIAG-CD-ICD-9-10	PIC X(05).
05 CLM-DIAG-CD-ICD-9-11	PIC X(05).
05 CLM-DIAG-CD-ICD-9-12	PIC X(05).
05 CLM-DIAG-ABORT-IND	PIC X(01).
05 CLM-DIAG-FAM-PLAN-IND	PIC X(01).
05 CLM-DIAG-STERL-IND	PIC X(01).
05 CLM-MCARE-PROV-NUM	PIC X(17).
05 CLM-PERFRM-PROV-BASE	PIC 9(07).
05 CLM-PERFRM-PROV-LOC	PIC 9(02).
05 CLM-REFER-PROV-BASE	PIC 9(07).
05 CLM-REFER-PROV-LOC	PIC 9(02).
05 CLM-RENDER-PROV-BASE	PIC 9(07).
05 CLM-RENDER-PROV-LOC	PIC 9(02).
05 CLM-SPECIAL-PROGRAM	PIC X(02).
05 CLM-RSN-FOR-ABORT	PIC X(01).
05 CLM-HCFA-FAC-BASE	PIC 9(07).
05 CLM-HCFA-FAC-LOC	PIC 9(02).
05 CLM-PRIOR-AUTH	PIC X(01).
05 CLM-OTHER-INS	PIC X(01).
05 CLM-TPL-OVERRIDE	PIC X(01).
05 CLM-MCARE-COINS-AMT	PIC S9(05)V99.
05 CLM-MCARE-DEDUCT-AMT	PIC S9(05)V99.
05 CLM-DATE-PD-BY-MCARE	PIC X(10).
05 CLM-PROV-MED-SRCE-IND	PIC X(01).
05 CLM-ALLOWED-CHARGE	PIC S9(07)V99.
05 CLM-ALLOW-CHRG-SOURCE	PIC X(01).

05 CLM-KEYED-CLAIM-TYPE	PIC X(02).
05 CLM-CONSENT-IND	PIC X(01).
05 CLM-LI-FIRST-DATE-OF-SVC	PIC X(10).
05 CLM-LI-LAST-DATE-OF-SVC	PIC X(10).
05 CLM-DET-DIAG-CD-ICD-9	PIC X(05).
05 CLM-DIAG-IND	PIC X(01).
05 CLM-DIAG-IND-2	PIC X(01).
05 CLM-DIAG-IND-3	PIC X(01).
05 CLM-DIAG-IND-4	PIC X(01).
05 CLM-EMPLOY-REL-IND	PIC X(01).
05 CLM-ACCIDENT-IND	PIC X(01).
05 CLM-ASC-FACILITY-CODE	PIC X(01).
05 CLM-PROV-HMO-RT-ID	PIC X(01).
05 CLM-DET-ALLOW-CHARGE	PIC S9(07)V99.
05 CLM-DET-ALLOW-CHRG-SOURCE	PIC X(01).
05 CLM-NON-COV-CHARGE	PIC S9(07)V99.
05 CLM-REVENUE-CODE	PIC X(04).
05 CLM-LI-TPL-AMT	PIC S9(07)V99.
05 CLM-PLACE-OF-SVC	PIC X(02).
05 CLM-MCARE-COV-IND	PIC X(01).
05 CLM-SUBMITTED-UNITS	PIC 9(05).
05 CLM-TYPE-OF-PROFESS	PIC X(02).
05 CLM-UNITS-OF-SVC	PIC 9(05).
05 CLM-MCARE-ALLOWED-AMT	PIC S9(07)V99.
05 CLM-PROC-CODE	PIC X(05).
05 CLM-PROC-ABORT-IND	PIC X(01).
05 CLM-PROC-CODE-MOD	PIC X(02).
05 CLM-PROC-CODE-MOD-2	PIC X(02).
05 CLM-PROC-FAM-PLAN-IND	PIC X(01).
05 CLM-PROC-HYSTER-IND	PIC X(01).
05 CLM-PROC-MULT-SURG-IND	PIC X(01).
05 CLM-PROC-STERIL-IND	PIC X(01).
05 CLM-VISIT-SURG-IND	PIC X(01).
05 CLM-EMERG-IND	PIC X(01).
05 CLM-EPSDT-IND	PIC X(01).
05 CLM-LIFETIME-SVC-IND	PIC X(01).
05 CLM-NEW-PAT-EXEMPT-IND	PIC X(01).
05 CLM-ADMIN-DAYS	PIC 9(03).
05 CLM-BILL-CLASS	PIC 9(01).
05 CLM-COVERED-DAYS	PIC 9(03).
05 CLM-DIAG-REL-GROUP	PIC 9(03).
05 CLM-FREQUENCY	PIC X(01).
05 CLM-NON-COV-DAYS	PIC 9(03).
05 CLM-PATIENT-STATUS	PIC 9(02).
05 CLM-FACILITY-TYPE	PIC 9(01).
05 CLM-MED-REC-NUM	PIC X(13).
05 CLM-PRIM-PAYOR-CODE	PIC X(01).
05 CLM-SECOND-PAYOR-CODE	PIC X(01).
05 CLM-TERT-PAYOR-CODE	PIC X(01).
05 CLM-MCARE-COINS-DAYS	PIC 9(02).

05 CLM-LIFETIME-RESERVE	PIC 9(02).
05 CLM-BLOOD-FURNISHED	PIC 9(03).
05 CLM-BLOOD-NOT-REPLACE	PIC 9(03).
05 CLM-BLOOD-REPLACED	PIC 9(03).
05 CLM-ADMIT-DATE	PIC X(10).
05 CLM-ADMIT-HOUR	PIC 9(02).
05 CLM-ADMIT-SOURCE	PIC 9(01).
05 CLM-ADMIT-TYPE	PIC 9(01).
05 CLM-NH-DISCHARGE-DATE	PIC X(10).
05 CLM-PATIENT-STAT-LTC	PIC 9(01).
05 CLM-PAT-ASSESS-IND	PIC X(01).
05 CLM-INST-PROC-CODE	PIC X(05).
05 CLM-INST-PROC-CODE-2	PIC X(05).
05 CLM-INST-PROC-CODE-3	PIC X(05).
05 CLM-INST-PROC-CODE-4	PIC X(05).
05 CLM-INST-PROC-CODE-5	PIC X(05).
05 CLM-INST-PROC-CODE-6	PIC X(05).
05 CLM-INST-PROC-CODE-7	PIC X(05).
05 CLM-INST-PROC-CODE-8	PIC X(05).
05 CLM-INST-PROC-CODE-9	PIC X(05).
05 CLM-INST-PROC-CODE-10	PIC X(05).
05 CLM-INST-PROC-CODE-11	PIC X(05).
05 CLM-INST-PROC-CODE-12	PIC X(05).
05 CLM-SURGERY-DATE	PIC X(10).
05 CLM-SURGERY-DATE-2	PIC X(10).
05 CLM-SURGERY-DATE-3	PIC X(10).
05 CLM-SURGERY-DATE-4	PIC X(10).
05 CLM-SURGERY-DATE-5	PIC X(10).
05 CLM-SURGERY-DATE-6	PIC X(10).
05 CLM-SURGERY-DATE-7	PIC X(10).
05 CLM-SURGERY-DATE-8	PIC X(10).
05 CLM-SURGERY-DATE-9	PIC X(10).
05 CLM-SURGERY-DATE-10	PIC X(10).
05 CLM-SURGERY-DATE-11	PIC X(10).
05 CLM-SURGERY-DATE-12	PIC X(10).
05 CLM-OCCURRENCE-CODE	PIC X(02).
05 CLM-OCCURRENCE-CODE-2	PIC X(02).
05 CLM-OCCURRENCE-CODE-3	PIC X(02).
05 CLM-OCCURRENCE-CODE-4	PIC X(02).
05 CLM-OCCURRENCE-CODE-5	PIC X(02).
05 CLM-OCCURRENCE-CODE-6	PIC X(02).
05 CLM-OCCURRENCE-CODE-7	PIC X(02).
05 CLM-OCCURRENCE-CODE-8	PIC X(02).
05 CLM-OCCURRENCE-CODE-9	PIC X(02).
05 CLM-OCCURRENCE-CODE-10	PIC X(02).
05 CLM-OCCURRENCE-CODE-11	PIC X(02).
05 CLM-OCCURRENCE-CODE-12	PIC X(02).
05 CLM-OCCURRENCE-DATE	PIC X(10).
05 CLM-OCCURRENCE-DATE-2	PIC X(10).
05 CLM-OCCURRENCE-DATE-3	PIC X(10).
05 CLM-OCCURRENCE-DATE-4	PIC X(10).

05 CLM-OCCURRENCE-DATE-5	PIC X(10).
05 CLM-OCCURRENCE-DATE-6	PIC X(10).
05 CLM-OCCURRENCE-DATE-7	PIC X(10).
05 CLM-OCCURRENCE-DATE-8	PIC X(10).
05 CLM-OCCURRENCE-DATE-9	PIC X(10).
05 CLM-OCCURRENCE-DATE-10	PIC X(10).
05 CLM-OCCURRENCE-DATE-11	PIC X(10).
05 CLM-OCCURRENCE-DATE-12	PIC X(10).
05 CLM-VALUE-CODE	PIC X(02).
05 CLM-VALUE-CODE-2	PIC X(02).
05 CLM-VALUE-CODE-3	PIC X(02).
05 CLM-VALUE-CODE-4	PIC X(02).
05 CLM-VALUE-CODE-5	PIC X(02).
05 CLM-VALUE-CODE-6	PIC X(02).
05 CLM-VALUE-CODE-7	PIC X(02).
05 CLM-VALUE-CODE-8	PIC X(02).
05 CLM-VALUE-CODE-9	PIC X(02).
05 CLM-VALUE-CODE-10	PIC X(02).
05 CLM-VALUE-CODE-11	PIC X(02).
05 CLM-VALUE-CODE-12	PIC X(02).
05 CLM-VAL-DOLLAR-AMT	PIC S9(05)V99.
05 CLM-VAL-DOLLAR-AMT-2	PIC S9(05)V99.
05 CLM-VAL-DOLLAR-AMT-3	PIC S9(05)V99.
05 CLM-VAL-DOLLAR-AMT-4	PIC S9(05)V99.
05 CLM-VAL-DOLLAR-AMT-5	PIC S9(05)V99.
05 CLM-VAL-DOLLAR-AMT-6	PIC S9(05)V99.
05 CLM-VAL-DOLLAR-AMT-7	PIC S9(05)V99.
05 CLM-VAL-DOLLAR-AMT-8	PIC S9(05)V99.
05 CLM-VAL-DOLLAR-AMT-9	PIC S9(05)V99.
05 CLM-VAL-DOLLAR-AMT-10	PIC S9(05)V99.
05 CLM-VAL-DOLLAR-AMT-11	PIC S9(05)V99.
05 CLM-VAL-DOLLAR-AMT-12	PIC S9(05)V99.
05 CLM-EST-RESPONSIBIL	PIC S9(07)V99.
05 CLM-EST-RESPONSIBIL-2	PIC S9(07)V99.
05 CLM-EST-RESPONSIBIL-3	PIC S9(07)V99.

ATTACHMENT GG – FILE LAYOUTS FOR MEDICAL MCO ENCOUNTER DATA

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*****P3815500
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*           P3815500           09/14/93
*           P3815500           09/14/93
*   THIS IS THE INTERNAL RECORD LAYOUT OF THE MEDICAL   P3815500
*   ENCOUNTER.                                           LV001
*
*
*****P3815500
*
01  P3815500-MEDICAL-CLAIM.                               P3815500
    10  P3815592-CLM-HEADER-COMMON.                       P3815500
        15  P3815513-RECORD-CODE                           P3815500
                PIC X(2).                                  P3815500
        15  P3815513-SORT-KEY                               P3815500
                PIC X(30).                                 P3815500
        15  P3815513-RECORD-SEQ                             P3815500
                PIC 9(2).                                  P3815500
        15  P3815513-TOT-OF-LINE-ITEMS                     P3815500
                PIC 9(3).                                  P3815500
        15  P3815593-OCCURRENCE-COUNTERS.                 P3815500
                20  P3815534-NUM-OF-LINE-ITEMS             P3815500
                        PIC 9(03).                          P3815500
                20  P3815534-NUM-OF-CURR-EXCEP           P3815500
                        PIC 9(3).                            P3815500
                20  P3815534-NUM-OF-COMM-EXCEP           P3815500
                        PIC 9(3).                            P3815500
                20  P3815534-NUM-OF-TPL-SEGMENTS         P3815500
                        PIC 9(3).                            P3815500
                20  P3815534-NUM-OF-RELATED-HIST        P3815500
                        PIC 9(3).                            P3815500
        15  P3815513-TRANSLATOR-CONTROL-NM                P3815500
                PIC X(12).                                  P3815500
        15  P3815513-TRANSLATOR-VERSION                    P3815500
                PIC X(12).                                  P3815500
        15  P3815513-TRANS-BEHAVIOR-CODE                  N1415200
                PIC X(01).                                  N1415200
        15  P3815593-INVOICE-CONTROL-NUM.                 P38155
                20  P3815524-CLM-INPUT-MEDIUM-IND       P3815500
                        PIC 9(1).                            P3815500
                20  P3815524-BATCH-DATE                   P3815500
                        PIC 9(5).                            P3815500
                20  P3815524-MACH-REEL-FILL               P3815500
                        PIC 9(02).                           P3815500
                20  P3815524-BATCH-NUMBER                 P3815500
                        PIC 9(3).                            P3815500
                20  P3815524-DOCUMENT-NUMBER              P3815500
                        PIC 9(04).                           P3815500
                20  P3815524-LINE-NUMBER                  P3815500
                        PIC 9(2).                            P3815500
        15  P3815513-ACCOUNTING-CODE                       P3815500
                PIC X(1).                                  P3815500

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15	P3815513-CLAIM-STATUS	P3815500
	PIC X(1).	P3815500
15	P3815513-CLM-TYP	P3815500
	PIC X(1).	P3815500
15	P3815513-TEST-PROD-IND	P3815500
	PIC X(1).	P3815500
15	P3815593-CLAIM-DATES.	P3815500
20	P3815534-FIRST-DATE-OF-SVC	P3815500
	PIC 9(8).	P3815500
20	P3815534-LAST-DATE-OF-SVC	P3815500
	PIC 9(8).	P3815500
20	P3815534-DATE-BILLED	P3815500
	PIC 9(8).	P3815500
20	P3815534-ENTRY-DATE	P3815500
	PIC 9(8).	P3815500
20	P3815534-SUSPENSE-DATE	P3815500
	PIC 9(8).	P3815500
20	P3815534-LAST-CYCLE-DATE	P3815500
	PIC 9(8).	P3815500
20	P3815534-DATE-OF-ADJUDICATION	P3815500
	PIC 9(8).	P3815500
20	P3815534-REMIT-PROCESS-DATE	P3815500
	PIC 9(8).	P3815500
20	P3815534-DATE-PAID	P3815500
	PIC 9(8).	P3815500
20	P3815534-CHECK-DATE	P3815500
	PIC 9(8).	P3815500
20	P3815534-ORIG-PAYMENT-DATE	P3815500
	PIC 9(8).	P3815500
20	P3815534-DATE-TO-HIST	P3815500
	PIC 9(8).	P3815500
15	P3815593-CLAIM-PAYMENT-DATA.	P3815500
20	P3815534-TOTAL-CLAIM-CHARGE	P3815500
	PIC S9(7)V99.	P3815500
20	P3815534-CLM-RECIP-PMT-AMT	P3815500
	PIC S9(7)V99.	P3815500
20	P3815534-THIRD-PARTY-PMT-AMT	P3815500
	PIC S9(7)V99.	P3815500
20	P3815534-AMT-PAID-BY-MCARE	P3815500
	PIC S9(7)V99.	P3815500
20	P3815534-NET-CLAIM-CHARGE	P3815500
	PIC S9(7)V99.	P3815500
20	P3815534-REIMBURSEMENT-AMOUNT	P3815500
	PIC S9(7)V99.	P3815500
20	P3815534-FED-FIN-PART	P3815500
	PIC S9(7)V99.	P3815500
20	P3815534-SPENDDOWN-AMOUNT	P3815500
	PIC S9(7)V99.	P3815500
15	P3815593-CLAIM-PROV-DATA.	P3815500
20	P3815594-PROV-NUMBER.	P3815500
25	P3815525-PROV-BASE-NUMBER	P3815500
	PIC 9(07).	P3815500
25	P3815525-PROV-LOCATION	P3815500
	PIC 9(02).	P3815500
20	P3815514-PROV-CAT-OF-SVC-CODE	P3815500
	PIC X(02).	P3815500
20	P3815514-PROV-SPEC-CODE	P3815500

HIPAA
HIPAA

		PIC 9(03).	P3815500
20	P3815514-PROV-TYPE		P3815500
		PIC X(02).	P3815500
20	P3815534-PROV-TAXONOMY		P3815500
		PIC X(10).	P3815500
20	P3815514-PROV-COUNTY-CODE		P3815500
		PIC 9(02).	P3815500
20	P3815534-PROV-ZIP-CODE		P3815500
		PIC 9(9).	P3815500
20	P3815594-PAY-TO-PROV-DATA.		P3815500
25	P3815595-PAY-TO-PROV-NUM.		P3815500
30	P3815526-PAY-TO-PROV-BASE-NUM		P3815500
		PIC 9(7).	P3815500
30	P3815526-PAY-TO-PROV-LOC		P3815500
		PIC 9(2).	P3815500
25	P3815515-PAY-TO-PROV-TYPE		P3815500
		PIC X(2).	P3815500
20	P3815514-PROV-PAYMENT-METHOD		P3815500
		PIC X(1).	P3815500
15	P3815593-CLAIM-RECIP-DATA.		P3815500
20	P3815594-RECIP-IDENT-NUMBER.		P3815500
25	P3815525-RECIP-IDENT-NUMBER		P3815500
		PIC 9(11).	P3815500
20	P3815594-ORIGINAL-RECIP-ID.		P3815500
25	P3815525-ORIGINAL-RECIP-ID		P3815500
		PIC 9(11).	P3815500
20	P3815594-PROV-MC-DATA.		N1415200
25	P3815525-PROV-MC-PRG		N1415200
		PIC X(3).	N1415200
25	P3815525-SPEC-PGM-PROV		N1415200
		PIC 9(9).	N1415200
25	P3815595-SPEC-PGM-PROV REDEFINES P3815525-SPEC-PGM-PROV.		N1415200
30	P3815526-SPEC-PROV-BASE-NUM		N1415200
		PIC 9(7).	N1415200
30	P3815526-SPEC-PROV-LOCATION		N1415200
		PIC 9(2).	N1415200
20	P3815594-PROV-MC-DATA-2.		N1415200
25	P3815525-PROV-MC-PRG-2		N1415200
		PIC X(3).	N1415200
25	P3815525-SPEC-PGM-PROV-2		N1415200
		PIC 9(9).	N1415200
25	P3815595-SPEC-PGM-PROV-2 REDEFINES P3815525-SPEC-PGM-PROV-2.		N1415200
30	P3815526-SPEC-PROV-BASE-NUM-2		N1415200
		PIC 9(7).	N1415200
30	P3815526-SPEC-PROV-LOCATION-2		N1415200
		PIC 9(2).	N1415200
20	P3815594-PROV-MC-DATA-3.		N1415200
25	P3815525-PROV-MC-PRG-3		N1415200
		PIC X(3).	N1415200
25	P3815525-SPEC-PGM-PROV-3		N1415200
		PIC 9(9).	N1415200
25	P3815595-SPEC-PGM-PROV-3 REDEFINES P3815525-SPEC-PGM-PROV-3.		N1415200
30	P3815526-SPEC-PROV-BASE-NUM-3		N1415200
		PIC 9(7).	N1415200

	30	P3815526-SPEC-PROV-LOCATION-3	N1415200
		PIC 9(2).	N1415200
	20	P3815514-RECIP-COUNTY	P3815500
		PIC X(02).	P3815500
	20	P3815514-RECIP-ZIP-CODE	P3815500
		PIC X(05).	P3815500
	20	P3815594-RECIP-NAME.	P3815500
	25	P3815515-RECIP-LAST-NAME	P3815500
		PIC X(25).	P3815500
	25	P3815515-RECIP-FIRST-NAME	P3815500
		PIC X(15).	P3815500
	25	P3815515-RECIP-MIDDLE-INIT	P3815500
		PIC X(1).	P3815500
	25	P3815515-NAME-CODE	P3815500
		PIC X(2).	P3815500
HIPAA	20	P3815594-SUBMIT-RECIP-NAME.	P3815500
HIPAA	25	P3815515-SUBMIT-LAST-NAME	P3815500
HIPAA		PIC X(25).	P3815500
HIPAA	25	P3815515-SUBMIT-FIRST-NAME	P3815500
HIPAA		PIC X(15).	P3815500
HIPAA	25	P3815515-SUBMIT-MIDDLE-INIT	P3815500
HIPAA		PIC X(1).	P3815500
HIPAA	25	P3815515-SUBMIT-NAME-CODE	P3815500
HIPAA		PIC X(2).	P3815500
	20	P3815534-RECIP-DATE-OF-BIRTH	P3815500
		PIC 9(08).	P3815500
	20	P3815534-RECIP-AGE	P3815500
		PIC 9(3).	P3815500
	20	P3815514-RECIP-SEX-CODE	P3815500
		PIC X(01).	P3815500
	20	P3815514-RECIP-RACE-CODE	P3815500
		PIC X(01).	P3815500
	20	P3815514-RECIP-MCARE-IND	P3815500
		PIC X(1).	P3815500
	20	P3815514-RECIP-NH-INDIC	P3815500
		PIC X(01).	P3815500
	20	P3815514-RECIP-COVERAGE-GRP	P3815400
		PIC X(3).	P3815400
	20	P3815514-RECIP-COVERAGE-TP	P3815400
		PIC X(1).	P3815400
HIPAA	20	P3815534-BENEFITS-ASSIGN-IND	P3815500
HIPAA		PIC X(01).	P3815500
HIPAA	20	P3815534-CLAIM-SUBMISSION-REA	P3815500
HIPAA		PIC X(02).	P3815500
	15	P3815593-CLAIM-CREDIT-DATA.	P3815500
	20	P3815514-ADJUSTMENT-REASON	P3815500
		PIC X(2).	P3815500
	20	P3815514-CLAIM-CREDIT-IND	P3815500
		PIC X(1).	P3815500
	20	P3815534-ICN-OF-CREDIT.	N1415500
	25	P3815534-CLM-INPUT-MEDIUM-IND2	N1415500
		PIC 9(1).	N1415500
	25	P3815534-BATCH-DATE2	N1415500
		PIC 9(5).	N1415500
	25	P3815534-MACH-REEL-FILL2	N1415500
		PIC 9(02).	N1415500
	25	P3815534-BATCH-NUMBER2	N1415500

		PIC 9(3).	N1415500
25	P3815534-DOCUMENT-NUMBER2		N1415500
		PIC 9(04).	N1415500
25	P3815534-LINE-NUMBER2		N1415500
		PIC 9(2).	N1415500
20	P3815534-ICN-TO-CREDIT.		N1415500
25	P3815534-CLM-INPUT-MEDIUM-IND3		N1415500
		PIC 9(1).	N1415500
25	P3815534-BATCH-DATE3		N1415500
		PIC 9(5).	N1415500
25	P3815534-MACH-REEL-FILL3		N1415500
		PIC 9(02).	N1415500
25	P3815534-BATCH-NUMBER3		N1415500
		PIC 9(3).	N1415500
25	P3815534-DOCUMENT-NUMBER3		N1415500
		PIC 9(04).	N1415500
25	P3815534-LINE-NUMBER3		N1415500
		PIC 9(2).	N1415500
15	P3815594-MARS-CODES.		P3815500
20	P3815515-MARS-AID-CAT.		P3815500
25	P3815525-MARS-MAINT-ASST-STAT		P38155
		PIC X(1).	P3815500
25	P3815525-MARS-ELIG-BASIS		P38155
		PIC X(2).	P3815500
20	P3815525-MARS-CLM-IND		P3815500
		PIC 9(1).	P3815500
20	P3815515-SPLIT-CLAIM-IND		P3815500
		PIC X(1).	P3815500
20	P3815515-FFP-FUND-CD		P3815500
		PIC X(1).	P3815500
20	P3815515-FED-CAT-SVC		P3815500
		PIC X(2).	P3815500
20	P3815515-MARS-CAT-OF-SVC		P3815500
		PIC X(2).	P3815500
20	P3815515-FED-MAINT-ASST-CD		P3815500
		PIC X(1).	P3815500
20	P3815515-FED-AID-CAT		P3815500
		PIC X(1).	P3815500
20	P3815565-PD-UNIT-SVC		P3815500
		PIC S9(07)V9(3).	
15	P3815593-CLM-HEADER-MISC-DATA.		P3815500
20	P3815594-CLM-HEADER-MISC-DATA.		P3815500
25	P3815595-CLM-HEADER-MISC-DATA.		P3815500
30	P3815536-REMITTANCE-ADVICE-NO		P3815500
		PIC 9(6).	P3815500
30	P3815536-CHECK-VOUCH-NUM		P3815500
		PIC 9(07).	P3815500
30	P3815536-USER-IDENTIFICATION		P3815500
		PIC 9(3).	P3815500
30	P3815536-PRE-AUTH-NUM		P3815500
		PIC X(08).	P3815500
30	P3815536-NUMBER-OF-CYCLES		P3815500
		PIC 9(3).	P3815500
30	P3815516-TRAUMA-REL-IND		P3815500
		PIC X(1).	P3815500
30	P3815516-ATTACHMENT-IND		P3815500
		PIC X(1).	P3815500

HIPAA

	30	P3815596-APPROPRIATION-CODE.	P3815500
	35	P3815517-PROG-PROJ-CODE	P3815500
		PIC X(4).	P3815500
	35	P3815517-DHMH-FUND-CD	P3815500
		PIC X(1).	P3815500
	35	P3815537-EXPEND-FISC-YEAR	P3815500
		PIC 9(2).	P3815500
	35	P3815517-PROV-ENROL-STAT-CD	P3815500
		PIC X(2).	P3815500
	30	P3815516-OVERRIDE-LOC-CODE	P3815500
		PIC X(2).	P3815500
	30	P3815596-OVERRIDE-EXCEP-DATA.	P3815500
	35	P3815537-OVERRIDE-EXCEP-CODE	P3815500
		PIC 9(3).	P3815500
	35	P3815537-OVERRIDE-EXCEP-USER	P3815500
		PIC 9(3).	P3815500
	30	P3815596-EOB-CODE.	P3815500
	35	P3815537-EOB-CODE	P3815500
		OCCURS 0002 TIMES	P3815500
		INDEXED BY PX3815537-EOB-CODE	P3815500
		PIC 9(3).	P3815500
	30	P3815596-CURR-LOCATION-DATA.	P3815500
	35	P3815517-CLAIM-LOCATION-CODE	P3815500
		PIC X(2).	P3815500
	35	P3815537-DATE-ENTERED-LOC	P3815500
		PIC 9(8).	P3815500
	30	P3815596-PREV-LOCATION-DATA.	P3815500
	35	P3815597-PREV-LOCATION-DATA.	P3815500
	40	P3815518-CLAIM-LOCATION-CODE-2	P3815500
		PIC X(2).	P3815500
	40	P3815538-DATE-ENTERED-LOC-2	P3815500
		PIC 9(8).	P3815500
	30	P3815536-PAT-ACCT-NO	P3815500
		PIC X(20).	P3815500
HIPAA	25	P3815593-MISC-PROVIDERS.	P3815500
	30	P3815514-MISC-PROV-IND	P3815500
		PIC X(1).	P3815500
	30	P3815534-MISC-PROV-NUMBER	P3815500
		PIC 9(09).	N1415200
HIPAA	30	P3815534-MISC-PROV-FILLER	P3815500
HIPAA		PIC X(09).	N1415200
HIPAA	25	P3815593-MISC-PROVIDER1 REDEFINES	P3815500
HIPAA		P3815593-MISC-PROVIDERS	P3815500
HIPAA		PIC X(19).	N1415200
	15	P3815593-SPECIAL-INDICATOR.	P3815500
	20	P3815514-SPECIAL-INDICATOR	P3815500
		OCCURS 0004 TIMES	P3815500
		INDEXED BY PX3815514-SPECIAL-INDICATOR	P3815500
		PIC X(1).	P3815500
	10	P3815592-CLM-HEADER-VARIABLE.	P3815500
	15	P3815513-CONSENT-IND	P3815500
		PIC X(1).	P3815500
	15	P3815513-OTHER-INSURANCE-IND	P3815500
		PIC X(1).	P3815500
	15	P3815534-TPL-OVERRIDE	P3815500
		PIC X(1).	P3815500
	15	P3815593-DIAGNOSIS-DATA.	P3815500

HIPAA

20	P3815514-DIAG-STERL-IND	P3815500
	PIC X(01).	P3815500
20	P3815514-DIAG-ABORT-IND	P3815500
	PIC X(01).	P3815500
20	P3815514-DIAG-FAM-PLAN-IND	P3815500
	PIC X(01).	P3815500
20	P3815594-DIAG-CODE-ICD-9.	P3815500
25	P3815595-DIAG-CODE-ICD-9.	P3815500
30	P3815516-DIAG-CODE-ICD-9	P3815500
	OCCURS 0008 TIMES	P3815500
	INDEXED BY PX3815516-DIAG-CODE-ICD-9	P3815500
	PIC X(05).	P3815500
15	P3815514-CLM-PRIOR-AUTH-IND	P3815500
	PIC X(1).	P3815500
15	P3815593-REND-PROV-NUM.	P3815500
20	P3815524-REND-PROV-BASE-NUM	P3815500
	PIC 9(7).	P3815500
20	P3815524-REND-PROV-LOC	P3815500
	PIC 9(2).	P3815500
15	P3815593-REFERRING-PROV-NUM.	P3815500
20	P3815524-REFER-PROV-BASE-NUM	P3815500
	PIC 9(7).	P3815500
20	P3815524-REFER-PROV-LOC	P3815500
	PIC 9(2).	P3815500
15	P3815513-KEYED-CLM-TYPE	P3815500
	PIC X(2).	P3815500
15	P3815513-EMPLOYMENT-REL-IND	P3815500
	PIC X(1).	P3815500
15	P3815513-H1500-ACCIDENT-IND	P3815500
	PIC X(1).	P3815500
15	P3815514-PROV-HMO-RT-ID	P3815500
	PIC X(1).	P3815500
15	P3815593-HCFA-FAC-NUM.	P3815500
20	P3815514-HCFA-FAC-BASE-NUM	P3815500
	PIC 9(7).	P3815500
20	P3815514-HCFA-FAC-LOCATION	P3815500
	PIC 9(2).	P3815500
15	P3815593-MCARE-PART-B-DATA.	P3815500
20	P3815534-MCARE-PROV-NUMBER	P3815500
	PIC X(17).	P3815500
20	P3815534-MCARE-APPROVED-AMT	P3815500
	PIC S9(5)V99.	P3815500
20	P3815534-MCARE-DEDUCTIBLE-AMT	P3815500
	PIC S9(5)V99.	P3815500
20	P3815534-MCARE-COINS-AMT	P3815500
	PIC S9(5)V99.	P3815500
20	P3815534-DATE-PAID-BY-MCARE	P3815500
	PIC 9(8).	P3815500
20	P3815534-PROV-MED-SRC-IND	P3815500
	PIC X(1).	P3815500
15	P3815592-TAD-DCN.	P3815500
20	P3815593-TAD-DCN-1.	P3815500
25	P3815594-DCN-INPUT-MED-IND	P3815500
	PIC 9(1).	P3815500
25	P3815594-DCN-JULIAN-DT	P3815500
	PIC 9(5).	P3815500
25	P3815594-DCN-BATCH-NUM	P3815500

		PIC 9(3).	
	25	P3815594-DCN-DOC-NUMBER	
		PIC 9(3).	
	20	P3815593-TAD-DAYS-1	P3815500
		PIC 9(3).	P3815500
	20	P3815593-TAD-DCN-2.	
	25	P3815594-DCN-INPUT-MED-IND-2	
		PIC 9(1).	
	25	P3815594-DCN-JULIAN-DT-2	
		PIC 9(5).	
	25	P3815594-DCN-BATCH-NUM-2	
		PIC 9(3).	
	25	P3815594-DCN-DOC-NUMBER-2	
		PIC 9(3).	
	20	P3815593-TAD-DAYS-2	P3815500
		PIC 9(3).	P3815500
HIPAA	15	P3815592-FILLER	PIC X(35).
	10	P3815592-CURRENT-EXCEPTION.	P3815500
	15	P3815593-CURRENT-EXCEPTION.	P3815500
	20	P3815594-CURRENT-EXCEPTION	P3815500
		OCCURS 0025 TIMES	P3815500
		INDEXED BY PX3815594-CURRENT-EXCEPTION.	P3815500
	25	P3815535-EXCEPTION-CODE	P3815500
		PIC 9(3).	P3815500
	25	P3815515-LINE-ITEM-CODE	P3815500
		PIC X(2).	P3815500
	25	P3815515-EXCEPTION-STATUS	P3815500
		PIC X(1).	P3815500
	25	P3815535-USER-IDENTIFICATION	P3815500
		PIC 9(3).	P3815500
	10	P3815592-COMMITTED-EXCEPTION.	P3815500
	15	P3815593-COMMITTED-EXCEPTION.	P3815500
	20	P3815594-COMMITTED-EXCEPTION	P3815500
		OCCURS 0025 TIMES	P3815500
		INDEXED BY PX3815594-COMMITTED-EXCEPTION.	P3815500
	25	P3815535-EXCEPTION-CODE	P3815500
		PIC 9(3).	P3815500
	25	P3815515-LINE-ITEM-CODE	P3815500
		PIC X(2).	P3815500
	10	P3815592-RECIP-TPL-DTL-DATA.	P3815500
	15	P3815593-RECIP-TPL-DTL-DATA	P3815500
		OCCURS 0003 TIMES	P3815500
		INDEXED BY PX3815593-RECIP-TPL-DTL-DATA.	P3815500
	20	P3815514-CARRIER-CODE	P3815500
		PIC X(06).	P3815500
	20	P3815514-POLICY-NUMBER	P3815500
		PIC X(15).	P3815500
	20	P3815514-TPL-GROUP-NUMBER	P3815500
		PIC X(15).	P3815500
	10	P3815592-RELATED-HISTORY.	P3815500
	15	P3815593-RELATED-HISTORY.	P3815500
	20	P3815594-RELATED-HISTORY.	P3815500
	25	P3815595-RELATED-HISTORY	P3815500
		OCCURS 0025 TIMES	P3815500
		INDEXED BY PX3815595-RELATED-HISTORY.	P3815500
	30	P3815596-LINE-ITEM-CODE.	P3815500
	35	P3815546-LINE-ITEM-CODE	N1415500

		PIC X(2).	N1415500
	35	P3815546-LINE-ITEM-CODE-2	N1415500
		PIC X(3).	N1415500
HIPAA	35	P3815546-LINE-ITEM-CODE3 REDEFINES	P3815500
HIPAA		P3815546-LINE-ITEM-CODE-2	P3815500
HIPAA		PIC 9(03).	P3815500
	30	P3815536-INVOICE-CONTROL-NUM.	N1415500
	35	P3815536-CLM-INPUT-MEDIUM-IND4	N1415500
		PIC 9(1).	N1415500
	35	P3815536-BATCH-DATE4	N1415500
		PIC 9(5).	N1415500
	35	P3815536-MACH-REEL-FILL4	N1415500
		PIC 9(02).	N1415500
	35	P3815536-BATCH-NUMBER4	N1415500
		PIC 9(3).	N1415500
	35	P3815536-DOCUMENT-NUMBER4	N1415500
		PIC 9(04).	N1415500
	35	P3815536-LINE-NUMBER4	N1415500
		PIC 9(2).	N1415500
	30	P3815536-EXCEPTION-CODE	P3815500
		PIC 9(3).	P3815500
	30	P3815536-DATE-PAID	P3815500
		PIC 9(8).	P3815500
	10	P3815592-CLM-DETAIL.	P3815500
	15	P3815593-LINE-ITEM	P3815500
HIPAA		OCCURS 0050 TIMES	P3815500
		INDEXED BY PX3815593-LINE-ITEM.	P3815500
00492	20	P3815514-LINE-ITEM-CODE	
HIPAA		PIC X(02).	
HIPAA	20	P3815514-LINE-COUNTER	P3815500
HIPAA		PIC 9(3).	P3815500
	20	P3815534-LI-FIRST-DATE-OF-SVC	P3815500
		PIC 9(8).	P3815500
	20	P3815534-LI-LAST-DATE-OF-SVC	P3815500
		PIC 9(8).	P3815500
	20	P3815534-FOLLOW-UP-DATE-LIMIT	P3815500
		PIC 9(8).	P3815500
	20	P3815534-SUBMITTED-UNITS	P3815500
		PIC 9(5).	P3815500
	20	P3815534-UNITS-OF-SERVICE	P3815500
		PIC 9(5).	P3815500
	20	P3815534-ALLOWED-CHARGE	P3815500
		PIC S9(7)V99.	P3815500
	20	P3815514-ALLOWED-CHRG-SOURCE	P3815500
		PIC X(1).	P3815500
	20	P3815534-PROCEDURE-CHARGE	P3815500
HIPAA		PIC S9(7)V99.	P3815500
	20	P3815534-LI-THIRD-PARTY-AMT	P3815500
HIPAA		PIC S9(7)V99.	P3815500
	20	P3815594-MCARE-PRTB-LINE-DATA.	P3815500
	25	P3815534-MCARE-ALLOWED-AMT	P3815500
HIPAA		PIC S9(7)V99.	P3815500
	20	P3815594-DIAGNOSTIC-IND.	P3815500
	25	P3815595-DIAGNOSTIC-IND	
		OCCURS 0004 TIMES	
		INDEXED BY PX3815595-DIAGNOSTIC-IND	
		PIC X(01).	P3815500

	20	P3815514-ASC-FACILITY-CODE	P3815500
		PIC X(1).	P3815500
	20	P3815514-PLACE-OF-SERVICE	P3815500
		PIC X(2).	P3815500
	20	P3815514-TYPE-OF-PROFESSIONAL	P3815500
		PIC X(2).	P3815500
	20	P3815594-PROCEDURE-DATA.	P3815500
	25	P3815515-PROC-CODE	P3815500
		PIC X(5).	P3815500
	25	P3815515-PROC-CODE-MODIFIER	P3815500
		PIC X(2).	P3815500
	25	P3815515-PROC-CODE-MODIFIER-2	P3815500
		PIC X(2).	P3815500
HIPAA	25	P3815515-PROC-CODE-MODIFIER-3	P3815500
HIPAA		PIC X(2).	P3815500
HIPAA	25	P3815515-PROC-CODE-MODIFIER-4	P3815500
HIPAA		PIC X(2).	P3815500
HIPAA	25	P3815595-PROC-MOD-EXT.	P3815500
HIPAA	30	P3815596-PROC-MOD-EXT-1	P3815500
HIPAA		PIC X(2).	P3815500
HIPAA	30	P3815596-PROC-MOD-EXT-2	P3815500
HIPAA		PIC X(2).	P3815500
HIPAA	30	P3815596-PROC-MOD-EXT-3	P3815500
HIPAA		PIC X(2).	P3815500
HIPAA	30	P3815596-PROC-MOD-EXT-4	P3815500
HIPAA		PIC X(2).	P3815500
HIPAA	30	FILLER	P3815500
HIPAA		PIC X(2).	P3815500
HIPAA	25	P3815596-PROC-MOD-EXT REDEFINES	
HIPAA		P3815595-PROC-MOD-EXT.	
HIPAA	30	P3815596-ALT-PROC-CODE	
HIPAA		PIC X(05).	
HIPAA	30	P3815596-ALT-PROC-REC-NUM	
HIPAA		PIC 9(05).	
HIPAA	25	P3815595-PROC-MOD-PRICE.	P3815500
HIPAA	30	P3815596-PROC-MOD-PRICE-1	P3815500
HIPAA		PIC X(2).	P3815500
HIPAA	30	P3815596-PROC-MOD-PRICE-2	P3815500
HIPAA		PIC X(2).	P3815500
HIPAA	30	P3815596-PROC-MOD-PRICE-3	P3815500
HIPAA		PIC X(2).	P3815500
HIPAA	30	P3815596-PROC-MOD-PRICE-4	P3815500
HIPAA		PIC X(2).	P3815500
	25	P3815515-MCARE-COVERAGE-IND	P3815500
		PIC X(01).	P3815500
	25	P3815515-PROC-STERIL-IND	P3815500
		PIC X(01).	P3815500
	25	P3815515-PROC-ABORT-IND	P3815500
		PIC X(01).	P3815500
	25	P3815515-PROC-FAM-PLAN-IND	P3815500
		PIC X(01).	P3815500
	25	P3815515-PROC-HYSTER-IND	P3815500
		PIC X(01).	P3815500
	25	P3815515-LIFETIME-SERVICE-IND	P3815500
		PIC X(01).	P3815500
	25	P3815515-DUP-CHECK-IND	P3815500
		PIC X(01).	P3815500

25	P3815515-PROC-MULT-SURG-IND	P3815500
	PIC X(01).	P3815500
25	P3815515-NEW-PAT-EXEMPT-IND	P3815500
	PIC X(01).	P3815500
25	P3815515-VISIT-SURG-IND	P3815500
	PIC X(01).	P3815500
25	P3815513-EPSDT-IND	P3815500
	PIC X(1).	P3815500
25	P3815513-EMERGENCY-IND	P3815500
	PIC X(1).	P3815500
20	P3815594-TOOTH-DATA.	P3815500
25	P3815525-TOOTH-NUMBER	P3815500
	PIC 9(2).	P3815500
25	P3815515-TOOTH-CHARACTER	P3815500
	PIC X(1).	P3815500
25	P3815515-MOUTH-QUADRANT	P3815500
	PIC X(2).	P3815500
25	P3815515-DIAG-CODE-ICD-9	P3815500
	PIC X(5).	P3815500
25	P3815595-TOOTH-SURFACE.	P3815500
30	P3815596-TOOTH-SURFACE	P3815500
	OCCURS 0006 TIMES	P3815500
	INDEXED BY PX3815596-TOOTH-SURFACE.	P3815500
35	P3815517-TOOTH-SURFACE	P3815500
	PIC X(1).	P3815500
25	P3815595-TOOTH-STATUS-INFO.	P3815500
30	P3815596-TOOTH-NUMBER-STATUS	P3815500
	PIC X(2).	P3815500
30	P3815596-TOOTH-STATUS	P3815500
	PIC X(1).	P3815500
20	P3815594-OVERRIDE-EXCEP-DATA.	P3815500
25	P3815535-OVERRIDE-EXCEP-CODE	P3815500
	PIC 9(3).	P3815500
25	P3815535-OVERRIDE-EXCEP-USER	P3815500
	PIC 9(3).	P3815500
20	P3815594-EOB-CODE.	P3815500
25	P3815595-EOB-CODE	P3815500
	OCCURS 0002 TIMES	P3815500
	INDEXED BY PX3815595-EOB-CODE.	P3815500
30	P3815536-EOB-CODE	P3815500
	PIC 9(3).	P3815500

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ATTACHMENT HH – FILE LAYOUTS FOR MEDICAL FEE-FOR-SERVICE CLAIMS

01	WS-CLAIMS-REC.	
05	CLM-ICN-NUMBER.	
10	CLM-INPUT-MEDIUM	PIC 9(01).
10	CLM-BATCH-DATE	PIC 9(05).
10	CLM-MACH-REEL-FILL	PIC 9(02).
10	CLM-BATCH-NUMBER	PIC 9(03).
10	CLM-DOC-NUMBER	PIC 9(04).
10	CLM-LINE-NUMBER	PIC 9(02).
05	CLM-ACCOUNT-CODE	PIC X(01).
05	CLM-CLAIM-STATUS	PIC X(01).
05	CLM-CLAIM-TYPE	PIC X(01).
05	CLM-FIRST-DATE-OF-SVC	PIC X(10).
05	CLM-LAST-DATE-OF-SVC	PIC X(10).
05	CLM-DATE-PAID	PIC X(10).
05	CLM-ORIG-PAY-DATE	PIC X(10).
05	CLM-RECIP-PAY-AMT	PIC S9(05)V99.
05	CLM-AMT-PAID-BY-MCARE	PIC S9(07)V99.
05	CLM-REIMBURSE-AMT	PIC S9(07)V99.
05	CLM-TPL-PMT-AMT	PIC S9(07)V99.
05	CLM-FED-FIN-PART	PIC S9(07)V99.
05	CLM-SPENDDOWN-AMT	PIC S9(07)V99.
05	CLM-NET-CHARGE	PIC S9(07)V99.
05	CLM-TOTAL-CHARGE	PIC S9(07)V99.
05	CLM-PROV-BASE	PIC 9(07).
05	CLM-PROV-LOC	PIC 9(02).
05	CLM-PROV-COS	PIC X(02).
05	CLM-PROV-SPEC	PIC 9(03).
05	CLM-PROV-TYPE	PIC X(02).
05	CLM-PAY-TO-PROV-BASE	PIC 9(07).
05	CLM-PAY-TO-PROV-LOC	PIC 9(02).
05	CLM-PAY-TO-PROV-TYPE	PIC X(02).
05	CLM-ORIG-RECIP-ID	PIC 9(11).
05	CLM-RECIP-IDENT-NUM	PIC 9(11).
05	CLM-RECIP-COUNTY	PIC X(02).
05	CLM-RECIP-COV-GRP	PIC X(03).
05	CLM-RECIP-COV-TYPE	PIC X(01).
05	CLM-RECIP-MCARE-IND	PIC X(01).
05	CLM-RECIP-NH-IND	PIC X(01).
05	CLM-SPEC-PGM-PROV	PIC 9(09).
05	CLM-SPEC-PGM-PROV-2	PIC 9(09).
05	CLM-SPEC-PGM-PROV-3	PIC 9(09).
05	CLM-ADJUST-REASON	PIC X(02).
05	CLM-CREDIT-IND	PIC X(01).
05	CLM-MARS-COS	PIC X(02).
05	CLM-MARS-ELIG-BASIS	PIC X(02).
05	CLM-MARS-MAINT-ASST-ST	PIC X(01).
05	CLM-FED-AID-CAT	PIC X(01).

05 CLM-FED-COS	PIC X(02).
05 CLM-FED-MAINT-ASST-CD	PIC X(01).
05 CLM-PD-UNIT-SVC	PIC 9(07)V999.
05 CLM-SPLIT-CLAIM-IND	PIC X(01).
05 CLM-FFP-FUND-CD	PIC X(01).
05 CLM-MARS-CLAIM-IND	PIC X(01).
05 CLM-TRAUMA-REL-IND	PIC X(01).
05 CLM-PROG-PROJ-CODE	PIC X(04).
05 CLM-SPECIAL-IND	PIC X(01).
05 CLM-SPECIAL-IND-2	PIC X(01).
05 CLM-SPECIAL-IND-3	PIC X(01).
05 CLM-SPECIAL-IND-4	PIC X(01).
05 CLM-ATTEND-PHYS-BASE	PIC 9(07).
05 CLM-ATTEND-PHYS-LOC	PIC 9(02).
05 CLM-DIAG-CD-ICD-9	PIC X(05).
05 CLM-DIAG-CD-ICD-9-2	PIC X(05).
05 CLM-DIAG-CD-ICD-9-3	PIC X(05).
05 CLM-DIAG-CD-ICD-9-4	PIC X(05).
05 CLM-DIAG-CD-ICD-9-5	PIC X(05).
05 CLM-DIAG-CD-ICD-9-6	PIC X(05).
05 CLM-DIAG-CD-ICD-9-7	PIC X(05).
05 CLM-DIAG-CD-ICD-9-8	PIC X(05).
05 CLM-DIAG-CD-ICD-9-9	PIC X(05).
05 CLM-DIAG-CD-ICD-9-10	PIC X(05).
05 CLM-DIAG-CD-ICD-9-11	PIC X(05).
05 CLM-DIAG-CD-ICD-9-12	PIC X(05).
05 CLM-DIAG-ABORT-IND	PIC X(01).
05 CLM-DIAG-FAM-PLAN-IND	PIC X(01).
05 CLM-DIAG-STERL-IND	PIC X(01).
05 CLM-MCARE-PROV-NUM	PIC X(17).
05 CLM-PERFRM-PROV-BASE	PIC 9(07).
05 CLM-PERFRM-PROV-LOC	PIC 9(02).
05 CLM-REFER-PROV-BASE	PIC 9(07).
05 CLM-REFER-PROV-LOC	PIC 9(02).
05 CLM-RENDER-PROV-BASE	PIC 9(07).
05 CLM-RENDER-PROV-LOC	PIC 9(02).
05 CLM-SPECIAL-PROGRAM	PIC X(02).
05 CLM-RSN-FOR-ABORT	PIC X(01).
05 CLM-HCFA-FAC-BASE	PIC 9(07).
05 CLM-HCFA-FAC-LOC	PIC 9(02).
05 CLM-PRIOR-AUTH	PIC X(01).
05 CLM-OTHER-INS	PIC X(01).
05 CLM-TPL-OVERRIDE	PIC X(01).
05 CLM-MCARE-COINS-AMT	PIC S9(05)V99.
05 CLM-MCARE-DEDUCT-AMT	PIC S9(05)V99.
05 CLM-DATE-PD-BY-MCARE	PIC X(10).
05 CLM-PROV-MED-SRCE-IND	PIC X(01).
05 CLM-ALLOWED-CHARGE	PIC S9(07)V99.
05 CLM-ALLOW-CHRG-SOURCE	PIC X(01).
05 CLM-KEYED-CLAIM-TYPE	PIC X(02).
05 CLM-CONSENT-IND	PIC X(01).

05 CLM-LI-FIRST-DATE-OF-SVC	PIC X(10).
05 CLM-LI-LAST-DATE-OF-SVC	PIC X(10).
05 CLM-DET-DIAG-CD-ICD-9	PIC X(05).
05 CLM-DIAG-IND	PIC X(01).
05 CLM-DIAG-IND-2	PIC X(01).
05 CLM-DIAG-IND-3	PIC X(01).
05 CLM-DIAG-IND-4	PIC X(01).
05 CLM-EMPLOY-REL-IND	PIC X(01).
05 CLM-ACCIDENT-IND	PIC X(01).
05 CLM-ASC-FACILITY-CODE	PIC X(01).
05 CLM-PROV-HMO-RT-ID	PIC X(01).
05 CLM-DET-ALLOW-CHARGE	PIC S9(07)V99.
05 CLM-DET-ALLOW-CHRG-SOURCE	PIC X(01).
05 CLM-NON-COV-CHARGE	PIC S9(07)V99.
05 CLM-REVENUE-CODE	PIC X(04).
05 CLM-LI-TPL-AMT	PIC S9(07)V99.
05 CLM-PLACE-OF-SVC	PIC X(02).
05 CLM-MCARE-COV-IND	PIC X(01).
05 CLM-SUBMITTED-UNITS	PIC 9(05).
05 CLM-TYPE-OF-PROFESS	PIC X(02).
05 CLM-UNITS-OF-SVC	PIC 9(05).
05 CLM-MCARE-ALLOWED-AMT	PIC S9(07)V99.
05 CLM-PROC-CODE	PIC X(05).
05 CLM-PROC-ABORT-IND	PIC X(01).
05 CLM-PROC-CODE-MOD	PIC X(02).
05 CLM-PROC-CODE-MOD-2	PIC X(02).
05 CLM-PROC-FAM-PLAN-IND	PIC X(01).
05 CLM-PROC-HYSTER-IND	PIC X(01).
05 CLM-PROC-MULT-SURG-IND	PIC X(01).
05 CLM-PROC-STERIL-IND	PIC X(01).
05 CLM-VISIT-SURG-IND	PIC X(01).
05 CLM-EMERG-IND	PIC X(01).
05 CLM-EPSDT-IND	PIC X(01).
05 CLM-LIFETIME-SVC-IND	PIC X(01).
05 CLM-NEW-PAT-EXEMPT-IND	PIC X(01).

ATTACHMENT II – FILE LAYOUTS FOR PHARMACY FEE-FOR-SERVICE CLAIMS

01	WS-CLAIMS-REC.	
05	CLM-ICN-NUMBER.	
10	CLM-INPUT-MEDIUM	PIC 9(01).
10	CLM-BATCH-DATE	PIC 9(05).
10	CLM-MACH-REEL-FILL	PIC 9(02).
10	CLM-BATCH-NUMBER	PIC 9(03).
10	CLM-DOC-NUMBER	PIC 9(04).
10	CLM-LINE-NUMBER	PIC 9(02).
05	CLM-ACCOUNT-CODE	PIC X(01).
05	CLM-CLAIM-STATUS	PIC X(01).
05	CLM-CLAIM-TYPE	PIC X(01).
05	CLM-FIRST-DATE-OF-SVC	PIC X(10).
05	CLM-LAST-DATE-OF-SVC	PIC X(10).
05	CLM-DATE-PAID	PIC X(10).
05	CLM-ORIG-PAY-DATE	PIC X(10).
05	CLM-RECIP-PAY-AMT	PIC S9(05)V99.
05	CLM-AMT-PAID-BY-MCARE	PIC S9(07)V99.
05	CLM-REIMBURSE-AMT	PIC S9(07)V99.
05	CLM-TPL-PMT-AMT	PIC S9(07)V99.
05	CLM-FED-FIN-PART	PIC S9(07)V99.
05	CLM-SPENDDOWN-AMT	PIC S9(07)V99.
05	CLM-NET-CHARGE	PIC S9(07)V99.
05	CLM-TOTAL-CHARGE	PIC S9(07)V99.
05	CLM-PROV-BASE	PIC 9(07).
05	CLM-PROV-LOC	PIC 9(02).
05	CLM-PROV-COS	PIC X(02).
05	CLM-PROV-SPEC	PIC 9(03).
05	CLM-PROV-TYPE	PIC X(02).
05	CLM-PAY-TO-PROV-BASE	PIC 9(07).
05	CLM-PAY-TO-PROV-LOC	PIC 9(02).
05	CLM-PAY-TO-PROV-TYPE	PIC X(02).
05	CLM-ORIG-RECIP-ID	PIC 9(11).
05	CLM-RECIP-IDENT-NUM	PIC 9(11).
05	CLM-RECIP-COUNTY	PIC X(02).
05	CLM-RECIP-COV-GRP	PIC X(03).
05	CLM-RECIP-COV-TYPE	PIC X(01).
05	CLM-RECIP-MCARE-IND	PIC X(01).
05	CLM-RECIP-NH-IND	PIC X(01).
05	CLM-SPEC-PGM-PROV	PIC 9(09).
05	CLM-SPEC-PGM-PROV-2	PIC 9(09).
05	CLM-SPEC-PGM-PROV-3	PIC 9(09).
05	CLM-ADJUST-REASON	PIC X(02).
05	CLM-CREDIT-IND	PIC X(01).
05	CLM-MARS-COS	PIC X(02).
05	CLM-MARS-ELIG-BASIS	PIC X(02).
05	CLM-MARS-MAINT-ASST-ST	PIC X(01).
05	CLM-FED-AID-CAT	PIC X(01).
05	CLM-FED-COS	PIC X(02).

05 CLM-FED-MAINT-ASST-CD	PIC X(01).
05 CLM-PD-UNIT-SVC	PIC 9(07)V999.
05 CLM-SPLIT-CLAIM-IND	PIC X(01).
05 CLM-FFP-FUND-CD	PIC X(01).
05 CLM-MARS-CLAIM-IND	PIC X(01).
05 CLM-TRAUMA-REL-IND	PIC X(01).
05 CLM-PROG-PROJ-CODE	PIC X(04).
05 CLM-SPECIAL-IND	PIC X(01).
05 CLM-SPECIAL-IND-2	PIC X(01).
05 CLM-SPECIAL-IND-3	PIC X(01).
05 CLM-SPECIAL-IND-4	PIC X(01).
05 CLM-ATTEND-PHYS-BASE	PIC 9(07).
05 CLM-ATTEND-PHYS-LOC	PIC 9(02).
05 CLM-DIAG-CD-ICD-9	PIC X(05).
05 CLM-DIAG-CD-ICD-9-2	PIC X(05).
05 CLM-DIAG-CD-ICD-9-3	PIC X(05).
05 CLM-DIAG-CD-ICD-9-4	PIC X(05).
05 CLM-DIAG-CD-ICD-9-5	PIC X(05).
05 CLM-DIAG-CD-ICD-9-6	PIC X(05).
05 CLM-DIAG-CD-ICD-9-7	PIC X(05).
05 CLM-DIAG-CD-ICD-9-8	PIC X(05).
05 CLM-DIAG-CD-ICD-9-9	PIC X(05).
05 CLM-DIAG-CD-ICD-9-10	PIC X(05).
05 CLM-DIAG-CD-ICD-9-11	PIC X(05).
05 CLM-DIAG-CD-ICD-9-12	PIC X(05).
05 CLM-DIAG-ABORT-IND	PIC X(01).
05 CLM-DIAG-FAM-PLAN-IND	PIC X(01).
05 CLM-DIAG-STERL-IND	PIC X(01).
05 CLM-MCARE-PROV-NUM	PIC X(17).
05 CLM-PERFRM-PROV-BASE	PIC 9(07).
05 CLM-PERFRM-PROV-LOC	PIC 9(02).
05 CLM-REFER-PROV-BASE	PIC 9(07).
05 CLM-REFER-PROV-LOC	PIC 9(02).
05 CLM-RENDER-PROV-BASE	PIC 9(07).
05 CLM-RENDER-PROV-LOC	PIC 9(02).
05 CLM-SPECIAL-PROGRAM	PIC X(02).
05 CLM-RSN-FOR-ABORT	PIC X(01).
05 CLM-HCFA-FAC-BASE	PIC 9(07).
05 CLM-HCFA-FAC-LOC	PIC 9(02).
05 CLM-PRIOR-AUTH	PIC X(01).
05 CLM-OTHER-INS	PIC X(01).
05 CLM-TPL-OVERRIDE	PIC X(01).
05 CLM-MCARE-COINS-AMT	PIC S9(05)V99.
05 CLM-MCARE-DEDUCT-AMT	PIC S9(05)V99.
05 CLM-DATE-PD-BY-MCARE	PIC X(10).
05 CLM-PROV-MED-SRCE-IND	PIC X(01).
05 CLM-ALLOWED-CHARGE	PIC S9(07)V99.
05 CLM-ALLOW-CHRG-SOURCE	PIC X(01).
05 CLM-PRESCRIPTION-NUM	PIC X(07).
05 CLM-REFILL-NUMBER	PIC X(02).
05 CLM-DRUG-CD-DIGITS-1-5	PIC X(05).

05 CLM-DRUG-CD-DIGITS-6-9	PIC X(04).
05 CLM-DRUG-CD-DIGITS-10-11	PIC X(02).
05 CLM-DRUG-GENERIC-CODE	PIC X(05).
05 CLM-DRUG-THERA-CLASS	PIC X(06).
05 CLM-DRUG-FAM-PLAN-IND	PIC X(01).
05 CLM-DRUG-DIAG-CD-ICD-9	PIC X(05).
05 CLM-PRESC-PHYS-BASE-NM	PIC 9(07).
05 CLM-PRESC-PHYS-LOC	PIC 9(02).
05 CLM-REFILL-INDICATOR	PIC X(01).
05 CLM-DAYS-SUPPLIED	PIC 9(03).
05 CLM-DRUG-QUANTITY	PIC 9(07)V999.
05 CLM-DRUG-DISPENS-FEE	PIC S9(03)V99.
05 CLM-DISP-AS-WRIT	PIC 9(04).
05 CLM-DRUG-COMPOUND	PIC 9(04).
05 CLM-DRUG-ALLOW-CHARGE	PIC S9(07)V99.
05 CLM-DRUG-ALLOW-CHRG-SRCE	
	PIC X(01).
05 CLM-DATE-PRESCRIBED	PIC X(10).
05 CLM-PRESC-PHYS-DEA-NUM	PIC X(09).

ATTACHMENT JJ - FILE LAYOUTS FOR PHARMACY MCO ENCOUNTER DATA

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00002 *****P3815400
00001 * 09/14/93
00003 * P3815400 LV001
00004 * THIS IS THE INTERNAL RECORD LAYOUT OF THE PHARMACY CLAIM. P3815400
00005 * P3815400
00006 *****P3815400
00007 * P3815400
00008 01 P3815400-PHARMACY-CLAIM. P3815400
00009 10 P3815492-CLM-HEADER-COMMON. P3815400
00010 15 P3815413-RECORD-CODE P3815400
00011 PIC X(2). P3815400
00012 15 P3815413-SORT-KEY P3815400
00013 PIC X(30). P3815400
HIPAA 15 P3815413-RECORD-SEQ
HIPAA PIC 9(2).
HIPAA 15 P3815413-TOT-OF-LINE-ITEMS
HIPAA PIC 9(3).
00014 15 P3815493-OCCURRENCE-COUNTERS. P3815400
00015 20 P3815434-NUM-OF-LINE-ITEMS P3815400
00016 PIC 9(3). P3815400
00017 20 P3815434-NUM-OF-CURR-EXCEP P3815400
00018 PIC 9(3). P3815400
00019 20 P3815434-NUM-OF-COMM-EXCEP P3815400
00020 PIC 9(3). P3815400
00021 20 P3815434-NUM-OF-TPL-SEGMENTS P3815400
00022 PIC 9(3). P3815400
00025 20 P3815434-NUM-OF-RELATED-HIST P3815400
00026 PIC 9(3). P3815400
HIPAA 15 P3815413-TRANSLATOR-CONTROL-NM P3815400
HIPAA PIC X(12). P3815400
HIPAA 15 P3815413-TRANSLATOR-VERSION P3815400
HIPAA PIC X(12). P3815400
HIPAA 15 P3815413-TRANS-BEHAVIOR-CODE N1415200
HIPAA PIC X(01). N1415200
00029 15 P3815493-INVOICE-CONTROL-NUM. P3815400
00030 20 P3815424-CLM-INPUT-MEDIUM-IND P3815400
00031 PIC 9(1). P3815400
00032 20 P3815424-BATCH-DATE P3815400
00033 PIC 9(5). P3815400
00034 20 P3815424-MACH-REEL-FILL P3815400
00035 PIC 9(2). P3815400
00038 20 P3815424-BATCH-NUMBER P3815400
00039 PIC 9(3). P3815400
00040 20 P3815424-DOCUMENT-NUMBER P3815400
00041 PIC 9(04). P3815400
00042 20 P3815424-LINE-NUMBER P3815400
00043 PIC 9(2). P3815400
00044 15 P3815413-ACCOUNTING-CODE P3815400
00045 PIC X(1). P3815400
00046 15 P3815413-CLAIM-STATUS P3815400
00047 PIC X(1). P3815400
00048 15 P3815413-CLM-TYP P3815400
00049 PIC X(1). P3815400
00050 15 P3815413-TEST-PROD-IND P3815400

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00051		PIC X(1).	P3815400
00052	15	P3815493-CLAIM-DATES.	P3815400
00053	20	P3815434-FIRST-DATE-OF-SVC	P3815400
00054		PIC 9(8).	P3815400
00055	20	P3815434-LAST-DATE-OF-SVC	P3815400
00056		PIC 9(8).	P3815400
00057	20	P3815434-DATE-BILLED	P3815400
00058		PIC 9(8).	P3815400
00059	20	P3815434-ENTRY-DATE	P3815400
00060		PIC 9(8).	P3815400
00061	20	P3815434-SUSPENSE-DATE	P3815400
00062		PIC 9(8).	P3815400
00063	20	P3815434-LAST-CYCLE-DATE	P3815400
00064		PIC 9(8).	P3815400
00065	20	P3815434-DATE-OF-ADJUDICATION	P3815400
00066		PIC 9(8).	P3815400
00065	20	P3815434-REMIT-PROCESS-DATE	P3815400
00066		PIC 9(8).	P3815400
00067	20	P3815434-DATE-PAID	P3815400
00068		PIC 9(8).	P3815400
00067	20	P3815434-CHECK-DATE	P3815400
00068		PIC 9(8).	P3815400
00069	20	P3815434-ORIG-PAYMENT-DATE	P3815400
00070		PIC 9(8).	P3815400
00071	20	P3815434-DATE-TO-HIST	P3815400
00072		PIC 9(8).	P3815400
00073	15	P3815493-CLAIM-PAYMENT-DATA.	P3815400
00074	20	P3815434-TOTAL-CLAIM-CHARGE	P3815400
00075		PIC S9(7)V99.	P3815400
00076	20	P3815434-CLM-RECIP-PMT-AMT	P3815400
00077		PIC S9(7)V99.	P3815400
00078	20	P3815434-THIRD-PARTY-PMT-AMT	P3815400
00079		PIC S9(7)V99.	P3815400
00080	20	P3815434-AMT-PAID-BY-MCARE	P3815400
00081		PIC S9(7)V99.	P3815400
00082	20	P3815434-NET-CLAIM-CHARGE	P3815400
00083		PIC S9(7)V99.	P3815400
00084	20	P3815434-REIMBURSEMENT-AMOUNT	P3815400
00085		PIC S9(7)V99.	P3815400
00084	20	P3815434-FED-FIN-PART	P3815400
00085		PIC S9(7)V99.	P3815400
00086	20	P3815434-SPENDDOWN-AMOUNT	P3815400
00087		PIC S9(7)V99.	P3815400
00088	15	P3815493-CLAIM-PROV-DATA.	P3815400
00089	20	P3815494-PROV-NUMBER.	P3815400
00090	25	P3815425-PROV-BASE-NUMBER	P3815400
00091		PIC 9(07).	P3815400
00092	25	P3815425-PROV-LOCATION	P3815400
00093		PIC 9(02).	P3815400
00094	20	P3815414-PROV-CAT-OF-SVC-CODE	P3815400
00095		PIC X(02).	P3815400
00096	20	P3815414-PROV-SPEC-CODE	P3815400
00097		PIC 9(3).	P3815400
00098	20	P3815414-PROV-TYPE	P3815400
00099		PIC X(02).	P3815400
HIPAA	20	P3815414-PROV-TAXONOMY	P3815400
HIPAA		PIC X(10).	P3815400

00100	20	P3815414-PROV-COUNTY-CODE	P3815400
00101		PIC 9(02).	P3815400
00102	20	P3815434-PROV-ZIP-CODE	P3815400
00103		PIC 9(9).	P3815400
00106	20	P3815494-PAY-TO-PROV-DATA.	P3815400
00107	25	P3815495-PAY-TO-PROV-NUM.	P3815400
00108	30	P3815426-PAY-TO-PROV-BASE-NUM	P3815400
00109		PIC 9(7).	P3815400
00110	30	P3815426-PAY-TO-PROV-LOC	P3815400
00111		PIC 9(2).	P3815400
00112	25	P3815415-PAY-TO-PROV-TYPE	P3815400
00113		PIC X(2).	P3815400
00100	20	P3815414-PROV-PAYMENT-METHOD	P3815400
00101		PIC X(1).	P3815400
00114	15	P3815493-CLAIM-RECIP-DATA.	P3815400
00115	20	P3815494-RECIP-IDENT-NUMBER.	P3815400
00116	25	P3815425-RECIP-IDENT-NUMBER	P3815400
00117		PIC 9(11).	P3815400
00120	20	P3815494-ORIGINAL-RECIP-ID.	P3815400
00121	25	P3815425-ORIGINAL-RECIP-ID	P3815400
00122		PIC 9(11).	P3815400
00119	20	P3815494-PROV-MC-DATA.	N1415200
00124	25	P3815425-PROV-MC-PRG	N1415200
00126		PIC X(3).	N1415200
00111	25	P3815425-SPEC-PGM-PROV	N1415200
00126		PIC 9(9).	N1415200
00111	25	P3815495-SPEC-PGM-PROV REDEFINES	N1415200
00111		P3815425-SPEC-PGM-PROV.	N1415200
00107	30	P3815426-SPEC-PROV-BASE-NUM	N1415200
00108		PIC 9(7).	N1415200
00109	30	P3815426-SPEC-PROV-LOCATION	N1415200
00110		PIC 9(2).	N1415200
00119	20	P3815494-PROV-MC-DATA-2.	N1415200
00124	25	P3815425-PROV-MC-PRG-2	N1415200
00126		PIC X(3).	N1415200
00111	25	P3815425-SPEC-PGM-PROV-2	N1415200
00126		PIC 9(9).	N1415200
00111	25	P3815495-SPEC-PGM-PROV-2 REDEFINES	N1415200
00111		P3815425-SPEC-PGM-PROV-2.	N1415200
00107	30	P3815426-SPEC-PROV-BASE-NUM-2	N1415200
00108		PIC 9(7).	N1415200
00109	30	P3815426-SPEC-PROV-LOCATION-2	N1415200
00110		PIC 9(2).	N1415200
00119	20	P3815494-PROV-MC-DATA-3.	N1415200
00124	25	P3815425-PROV-MC-PRG-3	N1415200
00126		PIC X(3).	N1415200
00111	25	P3815425-SPEC-PGM-PROV-3	N1415200
00126		PIC 9(9).	N1415200
00111	25	P3815495-SPEC-PGM-PROV-3 REDEFINES	N1415200
00111		P3815425-SPEC-PGM-PROV-3.	N1415200
00107	30	P3815426-SPEC-PROV-BASE-NUM-3	N1415200
00108		PIC 9(7).	N1415200
00109	30	P3815426-SPEC-PROV-LOCATION-3	N1415200
00110		PIC 9(2).	N1415200
00130	20	P3815414-RECIP-COUNTY	P3815400
00131		PIC X(02).	P3815400
00132	20	P3815414-RECIP-ZIP-CODE	P3815400

00133		PIC X(05).	P3815400
00134	20	P3815494-RECIP-NAME.	P3815400
00135	25	P3815415-RECIP-LAST-NAME	P3815400
00136		PIC X(25).	P3815400
00137	25	P3815415-RECIP-FIRST-NAME	P3815400
00138		PIC X(15).	P3815400
00139	25	P3815415-RECIP-MIDDLE-INIT	P3815400
00140		PIC X(1).	P3815400
00139	25	P3815415-NAME-CODE	P3815400
00140		PIC X(2).	P3815400
HIPAA	20	P3815494-SUBMIT-RECIP-NAME.	P3815400
HIPAA	25	P3815415-SUBMIT-LAST-NAME	P3815400
HIPAA		PIC X(25).	P3815400
HIPAA	25	P3815415-SUBMIT-FIRST-NAME	P3815400
HIPAA		PIC X(15).	P3815400
HIPAA	25	P3815415-SUBMIT-MIDDLE-INIT	P3815400
HIPAA		PIC X(1).	P3815400
HIPAA	25	P3815415-SUBMIT-NAME-CODE	P3815400
HIPAA		PIC X(2).	P3815400
00143	20	P3815434-RECIP-DATE-OF-BIRTH	P3815400
00144		PIC 9(08).	P3815400
00145	20	P3815434-RECIP-AGE	P3815400
00146		PIC 9(3).	P3815400
00147	20	P3815414-RECIP-SEX-CODE	P3815400
00148		PIC X(01).	P3815400
00149	20	P3815414-RECIP-RACE-CODE	P3815400
00150		PIC X(01).	P3815400
00153	20	P3815414-RECIP-MCARE-IND	P3815400
00154		PIC X(1).	P3815400
00155	20	P3815414-RECIP-NH-INDIC	P3815400
00156		PIC X(01).	P3815400
00155	20	P3815414-RECIP-COVERAGE-GRP	P3815400
00156		PIC X(3).	P3815400
00155	20	P3815414-RECIP-COVERAGE-TP	P3815400
00156		PIC X(1).	P3815400
HIPAA	20	P3815414-BENEFITS-ASSIGN-IND	P3815400
HIPAA		PIC X(1).	P3815400
HIPAA	20	P3815414-CLAIM-SUBMISSION-REA	P3815400
HIPAA		PIC X(2).	P3815400
00165	15	P3815493-CLAIM-CREDIT-DATA.	P3815400
00166	20	P3815414-ADJUSTMENT-REASON	P3815400
00167		PIC X(2).	P3815400
00168	20	P3815414-CLAIM-CREDIT-IND	P3815400
00169		PIC X(1).	P3815400
00169	20	P3815434-ICN-OF-CREDIT.	N1415400
00029	25	P3815434-CLM-INPUT-MEDIUM-IND2	N1415400
00030		PIC 9(1).	N1415400
00031	25	P3815434-BATCH-DATE2	N1415400
00032		PIC 9(5).	N1415400
00033	25	P3815434-MACH-REEL-FILL2	N1415400
00034		PIC 9(2).	N1415400
00037	25	P3815434-BATCH-NUMBER2	N1415400
00038		PIC 9(3).	N1415400
00039	25	P3815434-DOCUMENT-NUMBER2	N1415400
00040		PIC 9(04).	N1415400
00041	25	P3815434-LINE-NUMBER2	N1415400
00042		PIC 9(2).	N1415400

00171	20	P3815434-ICN-TO-CREDIT.	N1415400
00029	25	P3815434-CLM-INPUT-MEDIUM-IND3	N1415400
00030		PIC 9(1).	N1415400
00031	25	P3815434-BATCH-DATE3	N1415400
00032		PIC 9(5).	N1415400
00033	25	P3815434-MACH-REEL-FILL3	N1415400
00034		PIC 9(2).	N1415400
00037	25	P3815434-BATCH-NUMBER3	N1415400
00038		PIC 9(3).	N1415400
00039	25	P3815434-DOCUMENT-NUMBER3	N1415400
00040		PIC 9(04).	N1415400
00041	25	P3815434-LINE-NUMBER3	N1415400
00042		PIC 9(2).	N1415400
00174	15	P3815494-MARS-CODES.	P3815400
00176	20	P3815415-MARS-AID-CAT.	P3815400
00176	25	P3815425-MARS-MAINT-ASST-STAT	P38154
00			
00177		PIC X(1).	P3815400
00176	25	P3815425-MARS-ELIG-BASIS	P38154
00			
00177		PIC X(2).	P3815400
00178	20	P3815415-MARS-CLM-IND	P3815400
00179		PIC 9(1).	P3815400
00178	20	P3815415-SPLIT-CLAIM-IND	P3815400
00179		PIC X(1).	P3815400
00180	20	P3815415-FFP-FUND-CD	P3815400
00181		PIC X(1).	P3815400
00182	20	P3815415-FED-CAT-SVC	P3815400
00183		PIC X(2).	P3815400
00182	20	P3815415-MARS-CAT-OF-SVC	P3815400
00183		PIC X(2).	P3815400
00184	20	P3815415-FED-MAINT-ASST-CD	P3815400
00185		PIC X(1).	P3815400
00186	20	P3815415-FED-AID-CAT	P3815400
00187		PIC X(1).	P3815400
00188	20	P3815465-PD-UNIT-SVC	P3815400
HIPAA		PIC S9(07)V9(3).	P3815400
00190	15	P3815493-CLM-HEADER-MISC-DATA.	P3815400
00191	20	P3815494-CLM-HEADER-MISC-DATA.	P3815400
00192	25	P3815495-CLM-HEADER-MISC-DATA.	P3815400
00193	30	P3815436-REMITTANCE-ADVICE-NO	P3815400
00194		PIC 9(6).	P3815400
00195	30	P3815436-CHECK-VOUCH-NUM	P3815400
00196		PIC 9(07).	P3815400
00197	30	P3815436-USER-IDENTIFICATION	P3815400
00198		PIC 9(3).	P3815400
00199	30	P3815436-PRE-AUTH-NUM	P3815400
00200		PIC X(8).	P3815400
00201	30	P3815436-NUMBER-OF-CYCLES	P3815400
00202		PIC 9(3).	P3815400
00203	30	P3815416-TRAUMA-REL-IND	P3815400
00204		PIC X(1).	P3815400
00203	30	P3815416-ATTACHMENT-IND	P3815400
00204		PIC X(1).	P3815400
00205	30	P3815496-APPROPRIATION-CODE.	P3815400
00210	35	P3815417-PROG-PROJ-CODE	P3815400
00206		PIC X(4).	P3815400

00210	35	P3815417-DHMH-FUND-CD	P3815400
00206		PIC X(1).	P3815400
00210	35	P3815437-EXPEND-FISC-YEAR	P3815400
00206		PIC 9(2).	P3815400
00210	35	P3815417-PROV-ENROL-STAT-CD	P3815400
00206		PIC X(2).	P3815400
00207	30	P3815416-OVERRIDE-LOC-CODE	P3815400
00208		PIC X(2).	P3815400
00209	30	P3815496-OVERRIDE-EXCEP-DATA.	P3815400
00210	35	P3815437-OVERRIDE-EXCEP-CODE	P3815400
00211		PIC 9(3).	P3815400
00212	35	P3815437-OVERRIDE-EXCEP-USER	P3815400
00213		PIC 9(3).	P3815400
00214	30	P3815496-EOB-CODE.	P3815400
00215	35	P3815437-EOB-CODE	P3815400
00216		OCCURS 0002 TIMES	P3815400
00217		INDEXED BY PX3815437-EOB-CODE	P3815400
00218		PIC 9(3).	P3815400
00224	30	P3815496-CURR-LOCATION-DATA.	P3815400
00225	35	P3815417-CLAIM-LOCATION-CODE	P3815400
00226		PIC X(2).	P3815400
00227	35	P3815437-DATE-ENTERED-LOC	P3815400
00228		PIC 9(8).	P3815400
00229	30	P3815496-PREV-LOCATION-DATA.	P3815400
00230	35	P3815497-PREV-LOCATION-DATA.	P3815400
00231	40	P3815418-CLAIM-LOCATION-CODE-2	P3815400
00232		PIC X(2).	P3815400
00233	40	P3815438-DATE-ENTERED-LOC-2	P3815400
00234		PIC 9(8).	P3815400
00237	30	P3815496-PRESCRIPTION-NUMBER.	P3815400
00239	35	P3815417-PRESCRIPTION-NUMBER	P3815400
00240		PIC X(7).	P3815400
HIPAA	35	P3815497-REFILL-NUMBER-1.	
	40	P3815417-REFILL-NUMBER	
		PIC X(1).	N1415400
HIPAA	40	P3815417-REFILL-NUMBER2	
		PIC X(1).	N1415400
HIPAA	35	FILLER	P3815400
		PIC X(11).	P3815400
00237	25	P3815492-MISC-PROVIDERS.	P3815400
00239	30	P3815414-MISC-PROV-IND	P3815400
00240		PIC X(1).	P3815400
00239	30	P3815434-MISC-PROV-NUMBER	P3815400
HIPAA		PIC 9(09).	N1415200
HIPAA	30	P3815434-MISC-PROV-FILLER	P3815400
HIPAA		PIC X(09).	N1415200
HIPAA	25	P3815492-MISC-PROVIDER1 REDEFINES	P3815400
HIPAA		P3815492-MISC-PROVIDERS	P3815400
HIPAA		PIC X(19).	N1415200
00243	15	P3815493-SPECIAL-INDICATOR.	P3815400
00244	20	P3815414-SPECIAL-INDICATOR	P3815400
00245		OCCURS 0004 TIMES	P3815400
00246		INDEXED BY PX3815414-SPECIAL-INDICATOR	P3815400
00247		PIC X(1).	P3815400
00248	10	P3815492-CLM-HEADER-VARIABLE.	P3815400
00249	15	P3815493-DRUG-CODE.	P3815400
00250	20	P3815414-DRUG-CD-DIGITS-1-5	P3815400

00251		PIC X(5).	P3815400
00252	20	P3815414-DRUG-CD-DIGITS-6-9	P3815400
00253		PIC X(4).	P3815400
00254	20	P3815414-DRUG-CD-DIGITS-10-11	P3815400
00255		PIC X(2).	P3815400
00256	15	P3815413-DRUG-GENERIC-CODE	P3815400
00257		PIC X(05).	P3815400
00258	15	P3815413-DRUG-THERA-CLASS	P3815400
00259		PIC X(06).	P3815400
00260	15	P3815413-FAMILY-PLAN-IND	P3815400
00261		PIC X(01).	P3815400
00262	15	P3815413-DIAG-CODE-ICD-9	P3815400
00263		PIC X(05).	P3815400
00266	15	P3815493-PRESC-PHYS-PROV-NUM.	P3815400
00267	20	P3815424-PRESC-PHYS-BASE-NUM	P3815400
HIPAA		PIC 9(7).	P3815400
00269	20	P3815424-PRESC-PHYS-LOC	P3815400
00270		PIC 9(2).	P3815400
HIPAA	15	P3815493-PRESC-PHYS-PROV-NUM1 REDEFINES	P3815400
HIPAA		P3815493-PRESC-PHYS-PROV-NUM	
HIPAA		PIC X(09).	
00273	15	P3815413-REFILL-INDICATOR	P3815400
00274		PIC X(1).	P3815400
00281	15	P3815433-DAYS-SUPPLIED	P3815400
00282		PIC 9(3).	P3815400
00283	15	P3815433-DRUG-QUANTITY	P3815400
HIPAA		PIC S9(7)V9(3).	P3815400
00285	15	P3815433-DRUG-DISPENSING-FEE	P3815400
00286		PIC S9(3)V99.	P3815400
00277	15	P3815433-DISP-AS-WRITTEN	P3815400
00278		PIC 9(1).	P3815400
00277	15	P3815433-DRUG-COMPOUND	P3815400
00278		PIC 9(1).	P3815400
00287	15	P3815433-ALLOWED-CHARGE	P3815400
00288		PIC S9(7)V99.	P3815400
00289	15	P3815413-ALLOWED-CHRG-SOURCE	P3815400
00290		PIC X(1).	P3815400
00291	15	P3815413-DATE-PRESCRIBED	P3815400
00284		PIC 9(8).	P3815400
00302	10	P3815492-CURRENT-EXCEPTION.	P3815400
00303	15	P3815493-CURRENT-EXCEPTION.	P3815400
00304	20	P3815494-CURRENT-EXCEPTION	P3815400
00305		OCCURS 0025 TIMES	P3815400
00306		INDEXED BY PX3815494-CURRENT-EXCEPTION.	P3815400
00307	25	P3815435-EXCEPTION-CODE	P3815400
00308		PIC 9(3).	P3815400
00309	25	P3815415-LINE-ITEM-CODE	P3815400
00310		PIC X(2).	P3815400
00311	25	P3815415-EXCEPTION-STATUS	P3815400
00312		PIC X(1).	P3815400
00313	25	P3815435-USER-IDENTIFICATION	P3815400
00314		PIC 9(3).	P3815400
HIPAA	25	P3815435-NCPCP-REJECT-CODE	P3815500
HIPAA		PIC X(3).	P3815500
00315	10	P3815492-COMMITTED-EXCEPTION.	P3815400
00316	15	P3815493-COMMITTED-EXCEPTION.	P3815400
00317	20	P3815494-COMMITTED-EXCEPTION	P3815400

00318		OCCURS 0025 TIMES	P3815400
00319		INDEXED BY PX3815494-COMMITTED-EXCEPTION.	P3815400
00320	25	P3815435-EXCEPTION-CODE	P3815400
00321		PIC 9(3).	P3815400
00322	25	P3815415-LINE-ITEM-CODE	P3815400
00323		PIC X(2).	P3815400
00324	10	P3815492-RECIP-TPL-DTL-DATA.	P3815400
00325	15	P3815493-RECIP-TPL-DTL-DATA	P3815400
00326		OCCURS 0003 TIMES	P3815400
00327		INDEXED BY PX3815493-RECIP-TPL-DTL-DATA.	P3815400
00328	20	P3815414-CARRIER-CODE	P3815400
00329		PIC X(06).	P3815400
00330	20	P3815414-POLICY-NUMBER	P3815400
00331		PIC X(15).	P3815400
00332	20	P3815414-TPL-GROUP-NUMBER	P3815400
00333		PIC X(15).	P3815400
00342	10	P3815492-RELATED-HISTORY.	P3815400
00343	15	P3815493-RELATED-HISTORY.	P3815400
00344	20	P3815494-RELATED-HISTORY.	P3815400
00345	25	P3815495-RELATED-HISTORY	P3815400
00346		OCCURS 0025 TIMES	P3815400
00347		INDEXED BY PX3815495-RELATED-HISTORY.	P3815400
00348	30	P3815496-LINE-ITEM-CODE.	P3815400
00029	35	P3815446-LINE-ITEM-CODE	N1415400
00030		PIC X(2).	N1415400
00029	35	P3815446-LINE-ITEM-CODE-2	N1415400
00030		PIC X(3).	N1415400
HIPAA	35	P3815446-LINE-ITEM-CODE3 REDEFINES	P3815400
HIPAA		P3815446-LINE-ITEM-CODE-2	P3815400
HIPAA		PIC 9(03).	P3815400
00355	30	P3815436-INVOICE-CONTROL-NUM.	N1415400
00029	35	P3815436-CLM-INPUT-MEDIUM-IND4	N1415400
00030		PIC 9(1).	N1415400
00031	35	P3815436-BATCH-DATE4	N1415400
00032		PIC 9(5).	N1415400
00033	35	P3815436-MACH-REEL-FILL4	N1415400
00034		PIC 9(2).	N1415400
00037	35	P3815436-BATCH-NUMBER4	N1415400
00038		PIC 9(3).	N1415400
00039	35	P3815436-DOCUMENT-NUMBER4	N1415400
00040		PIC 9(04).	N1415400
00041	35	P3815436-LINE-NUMBER4	N1415400
00042		PIC 9(2).	N1415400
00352	30	P3815436-EXCEPTION-CODE	P3815400
00353		PIC 9(3).	P3815400
00354	30	P3815436-DATE-PAID	P3815400
00355		PIC 9(8).	P3815400

**ATTACHMENT KK – PROVIDER ADDRESS, CATEGORY-OF-SERVICE, GROUP,
MASTER & SPECIALITY FILES**

PROVIDER ADDRESS

01 WS-HID-ADDR-REC.
05 HID-PROV-BASE-NUM PIC 9(07).
05 HID-PROV-LOCATION PIC 9(02).
05 HID-ADD-NM-IND PIC X(01).
05 HID-PROV-ADD-LN-1 PIC X(28).
05 HID-PROV-ADD-LN-2 PIC X(28).
05 HID-PROV-CITY PIC X(18).
05 HID-PROV-STATE PIC X(02).
05 HID-PROV-ZIP-CODE PIC 9(09).
05 HID-PROV-MC-REF PIC X(01).

PROVIDER CATEGORY-OF-SERVICE

01 WS-HID-SVCD-REC.
05 HID-PROV-BASE-NUM PIC 9(07).
05 HID-PROV-LOCATION PIC 9(02).
05 HID-PROV-BGN-S-DT PIC X(10).
05 HID-PROV-END-S-DT PIC X(10).
05 HID-PROV-CAT-OF-SVC-CD
PIC X(02).
05 HID-PROV-CAT-SVC-CD-2
PIC X(02).
05 HID-PROV-CAT-SVC-CD-3
PIC X(02).
05 HID-PROV-CAT-SVC-CD-4
PIC X(02).
05 HID-PROV-CAT-SVC-CD-5
PIC X(02).
05 HID-PROV-CAT-SVC-CD-6
PIC X(02).
05 HID-PROV-CAT-SVC-CD-7
PIC X(02).
05 HID-PROV-CAT-SVC-CD-8
PIC X(02).

PROVIDER GROUP

01 WS-HID-PGRP-REC.
05 HID-PROV-BASE-NUM PIC 9(07).
05 HID-PROV-LOCATION PIC 9(02).
05 HID-PROV-MEMBER-NM PIC 9(09).
05 HID-PROV-G-BEG-DT PIC X(10).
05 HID-PROV-G-END-DT PIC X(10).
05 HID-RECORD-CODE PIC X(02).

PROVIDER MASTER

01	WS-HID-PROV-REC.	
05	HID-PROV-BASE-NUM	PIC 9(07).
05	HID-PROV-LOCATION	PIC 9(02).
05	HID-PROV-EMP-ID	PIC 9(09).
05	HID-PROV-SS-NM	PIC 9(09).
05	HID-PROV-NUM	PIC 9(09).
05	HID-PROV-LICENSE-NUM	PIC X(09).
05	HID-PROV-CTY-CODE	PIC 9(02).
05	HID-PROV-TYPE	PIC X(02).
05	HID-PROV-NAME	PIC X(35).
05	HID-OUT-OF-ST-PROV-CD	PIC X(01).
05	HID-PROV-TELE-NUM	PIC 9(10).
05	HID-PROV-LICENSE-DT	PIC X(10).
05	HID-PROV-LIC-EXP	PIC X(10).
05	HID-PROV-APPL-DT	PIC X(10).
05	HID-FED-HOLD-PROV-NUM	PIC 9(09).
05	HID-PREV-PROV-NUM	PIC 9(09).
05	HID-NEW-PROV-NUM	PIC 9(09).
05	HID-TY-PRC-ORG	PIC X(02).
05	HID-PROV-OWN-CODE	PIC X(01).
05	HID-MCAD-AGREE	PIC X(01).
05	HID-BILL-AGENT-IND	PIC X(01).
05	HID-PROV-TEST-IND	PIC X(01).
05	HID-PROV-REMIT-SEQ	PIC X(01).
05	HID-PROV-PRINT-SUSP	PIC X(01).
05	HID-PROV-PAY-MTHD	PIC X(01).
05	HID-MCAR-PART	PIC X(01).
05	HID-NM-BEDS-TOTAL	PIC 9(05).
05	HID-NM-BEDS-INTER	PIC 9(05).
05	HID-NM-BEDS-MR	PIC 9(05).
05	HID-NUM-BEDS-SKILLED	PIC 9(05).
05	HID-NM-BEDS-OTHER	PIC 9(05).
05	HID-NM-BEDS-INPATIENT	PIC 9(05).
05	HID-NUM-BEDS-CH	PIC 9(05).
05	HID-RECORD-CODE	PIC X(02).
05	HID-PROV-CREAT-DT	PIC X(10).
05	HID-PROV-ENROL-STAT-CD	PIC X(02).
05	HID-PROV-SPEC-CODE	PIC 9(03).
05	HID-PROV-NPI	PIC X(12).
05	HID-PROV-CLIA	PIC X(10).
05	HID-PROV-LAB-PERMIT	PIC X(10).
05	HID-PROV-YR-END-DT	PIC X(10).
05	HID-PROV-HMO-TYPE-CAT	PIC X(02).
05	HID-PROV-DEA-NUMBER	PIC X(09).

PROVIDER SPECIALITY

01 WS-HID-SPEC-REC.
05 HID-PROV-BASE-NUM PIC 9(07).
05 HID-PROV-LOCATION PIC 9(02).
05 HID-PROV-SPEC-CODE PIC 9(03).
05 HID-PROV-SPEC-CERT-DT PIC X(10).
05 HID-PROV-CERT-NUM PIC X(06).
05 HID-PROV-PRIM-SPEC PIC X(01).

**ATTACHMENT LL - FILE LAYOUT FOR NURSING HOME FINANCIAL
RESPONSIBILITY**

01 WS-HID-REC.
05 HID-ORIG-RECIP-ID PIC 9(11).
05 HID-NH-BEG-DATE PIC X(10).
05 HID-NH-END-DATE PIC X(10).
05 HID-NH-SHARE-AMT PIC S9(05)V99.
05 HID-NH-BED-RESERV PIC X(01).
05 HID-NH-TYPE PIC X(01).
05 HID-NH-OASDI-AMT PIC S9(05)V99.
05 HID-NH-PROV-NUM PIC 9(09).
05 HID-NH-TERM-CODE PIC X(01).
05 HID-LTC-DISCH-DATE PIC X(10).

**ATTACHMENT MM – MONTHLY STATUS REPORT FORMAT & CONTENT
EXAMPLE**

To: -----(*Clinical Division Chief*)-----
Division Chief of Clinical Pharmacy Services

Maryland Medicaid Pharmacy Program
Maryland Department of Health and Mental Hygiene (DHMH)

Subject: Drug Use Review Analyses, Evaluation and Interventions for Maryland Medicaid

Recipients,

Monthly Status Report — (*Month & Year*)

The following is a list of activities performed by ----(*Name Of Company*)---- in support of its role in providing assistance to the Maryland Medicaid Pharmacy Program (MMPP) in conducting retrospective drug utilization reviews, corrective managed care (Lock-In) and evaluation of HealthChoice Managed Care Organization (MCO) drug use management programs.

1. Received and loaded fee-for-service and MCO encounter claims data for (*Month & Year*).
2. Evaluated claims data against criteria to screen for potential overutilization of controlled substances agents and selected patients for review and evaluation. This process occurs on a monthly basis with approximately 300 recipients being evaluated each month for potential overutilization of controlled substances as part of the Corrective Managed Care (Lock-In) Program. Intervention letters are mailed to prescribers for selected recipients.
3. Identified patient on high doses of specific medications with recent FDA safety warnings. A total of 367 recipient drug history profiles were reviewed and educational intervention letters were mailed to prescribers when appropriate.
4. Updates were made to the Epocrates® drug formulary listing service for HealthChoice MCOs and the Maryland Medicaid Preferred Drug List (PDL).
5. Assisted the Department in responding to calls received from providers and recipients through the Maryland Medicaid help desk hotline.
6. Mailed the latest issue of the pharmacy newsletter.
7. Completed review of annual assessment survey responses from the MCOs and prepared a list of clarifications for each MCO.
8. Continued making plans for a live continuing education program discussing diabetes and hypercholesterolemia to be held at St. Agnes Hospital in September.
9. Attended the MMPP DUR Board meeting held on (*Date Of Meeting*) and coordinated the Corrective Managed Care meeting held on the same day prior to the DUR Board meeting.

10. Prepared action items that were generated as a result of the June DUR Board meeting.
11. Attended the CMS webinar to obtain information regarding the format and content of this year's annual CMS report which will be due in September.
12. Participated in the first New Drug Review and Clinical Criteria Development Committee. The Committee will develop a standardized way in which newly approved drugs will be evaluated as they are incorporated on to the PDL.
13. Evaluated the responses to a needs assessment survey sent to top prescribers asking them for input as to the format and content of an upcoming CE program discussing diabetes and coronary heart disease to be held in the fall of 2012 at St. Agnes Hospital.
14. As part of the Medicaid team, attended the CDS Integration Unit monthly meeting.
15. Worked with MMPP in an effort to improve responses to DUR intervention letters from chain pharmacies.

Sincerely,

----(*Name Of Project Director*--
----(*Name Of Company*)---, Inc.