



MARYLAND TRANSIT ADMINISTRATION

MARYLAND DEPARTMENT OF TRANSPORTATION

Martin O'Malley, Governor • Anthony G. Brown, Lt. Governor
James T. Smith, Jr., Secretary • Robert L. Smith, Administrator

TO: All Planholders

FROM: Maryland Transit Administration
Procurement Division, 7th Floor
6 Saint Paul Street
Baltimore, Maryland 21202-1614

SUBJECT: **Addendum No. 4**
Contract No. MTA-1400A
MTA Medical/Vision Benefits

DATE: July 7, 2014

Enclosed and effective this date is Addendum No.4 to the subject contract. **This Addendum changes the Proposal Due date to July 18, 2014 at 2:00pm, 6 St. Paul Street, 7th Floor, Baltimore, MD 21202.**

The proposer shall acknowledge receipt of this Addendum by completing and returning this form with the proposal package.

All other terms and conditions remain unchanged.

Sincerely,

Lisa Dunlap, CPPB
Procurement Officer

Acknowledgement of receipt of Addendum No.4 to Solicitation MTA-1400A

Vendor Name: _____

Authorized Representative's Signature

Date



MARYLAND TRANSIT ADMINISTRATION

MARYLAND DEPARTMENT OF TRANSPORTATION

Martin O'Malley, Governor • Anthony G. Brown, Lt. Governor
James T. Smith, Jr., Secretary • Robert L. Smith, Administrator

TO: All Planholders

FROM: Maryland Transit Administration
Procurement Division, 7th Floor
6 Saint Paul Street
Baltimore, Maryland 21202-1614

SUBJECT: **Addendum No. 3**
Contract No. MTA-1400A
MTA Medical/Vision Benefits

DATE: June 27, 2014

Enclosed and effective this date is Addendum No**3** to the subject contract.

1. Attachment N – Technical Proposal Forms – Section A - General
ADD the following statement above Question 24:

The MTA's current HR / Payroll system which stores the MTA Union Employees and their dependents benefit plans is a Linux based system. The information is store in an Informix-SQL database and changes are to benefits are applied weekly do coincide with a weekly payroll cycle. The MTA is currently investigating and plans to move all the HR data and functionality to a more modern system within the next 3 to 4 year and the selected vendor must be able to handle transfer of data from both our legacy system and more modern HR systems.

2. Attachment N – Technical Proposal Forms – Section A – General, Question 29
DELETE the following:

In lieu of using employee's Social Security Number, can the client use an employee ID number or an assigned number by the vendor for eligibility transmission?

ADD the following:

Can the client us an employee ID number or Social Security Number for eligibility transmission?

The proposer shall acknowledge receipt of this Addendum by completing and returning this form with the proposal package.

All other terms and conditions remain unchanged.

Sincerely,



Lisa Dunlap, CPPB
Procurement Officer

Acknowledgement of receipt of Addendum No 3 to Solicitation MTA-1400A

Vendor Name: _____

Authorized Representative's Signature

Date

MTA Union Health Care Benefits
CONTRACT NO. MTA 1400 A-C
27-Jun-14

#	QUESTIONS	RESPONSES
1	Who is the current broker/ consultant helping to evaluate the proposal?	This information cannot be provided at this time. If this information is critical to your bid, please provide additional rationale for requesting this information.
2	What were the renewal percentage increase for medical and vision?	This information cannot be provided at this time. If this information is critical to your bid, please provide additional rationale for requesting this information.
3	Please provide TPA fees per head per month for the past two years	This information cannot be provided at this time. If this information is critical to your bid, please provide additional rationale for requesting this information.
4	What administrative fees were paid to the TPAs for medical and vision?	This information cannot be provided at this time. If this information is critical to your bid, please provide additional rationale for requesting this information.
5	Who is your current Stop loss carrier	CareFirst
6	What is the stop loss plan design? Individual	Stop Loss (ISL) policy with \$400,000 attachment point
8	<p>Please describe the current wellness program in place. in place and which the Authority would like to implement in</p> <ul style="list-style-type: none"> i. Health risk assessment surveys ii. Onsite Biometric Screenings iii. Targeted Intervention/Health Coaching: Telephonic, Face to Face or Behavior Change, Mail based interventions, Online coaching iv. Self-Directed interventions (online and/or workbook) v. Gym membership discounts and Fitness vi. Smoking cessation 	<p>This is no wellness program presently in place.</p> <p>Not in place – under consideration Not in place – under consideration</p> <p>Not in place – under consideration</p> <p>Not in place – under consideration Not in place – under consideration Not in place – under consideration</p>

	<p>vii. Nutrition education</p> <p>viii. Disease prevention</p> <p>ix. Mental health programs, Hypertension education, Alcohol and substance abuse programs</p> <p>x. Stress Management</p>	<p>Not in place – under consideration</p>
9	Please describe the method and frequency of transmission of eligibility files to the TPA.	Enrollment files are sent electronically on a weekly basis to the present TPA
10	The goals for the MBE, are they based upon total premium or is it on the admin costs?	I think at this time, what we're really looking for is the capabilities that are available at the carriers if not a true intent as to what to do with retirees. They may stay exactly where they are, with no Medicare Advantage products, or there may be a Medicare Advantage option offered."
11	With the issues as far as downloading the forms and the amendments that you're going to make, once the NDA is signed and sent in, how long until we get all the other stuff that comes with it, so, claims, experience, et cetera?	We anticipate being able to have that by next week.
12	With the amendments, will it coincide?	You will get that individually."
13	Will you be accepting the notarized NDAs today?"	Yes.
14	Specific to the pharmacy proposal, are we allowed to submit deviations from the current plan design that may offer cost containment opportunities?	No."
15	Is there an opportunity to be able to merge [Medicare PDP and Medicare Advantage Plan] those into a single or do they have to be done separately with the possibility of there being separate vendors between both and somehow would learn how to work together?"	Submit as a combined unit.

16	On the HMO and the PPO, they can be offered to – awarded to separate vendors, correct? With that in mind, you have the traditional plan that’s grandfathered. Will that be awarded to a separate vendor, as well? Is that a potential or will it be packaged with the HMO or the PPO?”	Combine as one package.
17	Will they be transferred to the HMO or the PPO?”	We’re uncertain at this point.”



MARYLAND TRANSIT ADMINISTRATION

MARYLAND DEPARTMENT OF TRANSPORTATION

Martin O'Malley, Governor • Anthony G. Brown, Lt. Governor
James T. Smith, Jr., Secretary • Robert L. Smith, Administrator

TO: All Planholders
FROM: Maryland Transit Administration
Procurement Division, 7th Floor
6 Saint Paul Street
Baltimore, Maryland 21202-1614
SUBJECT: Addendum No. 2
Contract No. MTA-1400A
MTA Union Medical/Vision Benefits
DATE: June 26, 2014

Enclosed and effective this date is Addendum No.2 to the subject contract. **This Addendum changes the Bid Due date to July 11, 2014 at 2:00pm, 6 St. Paul Street, 7th Floor, Conference Room #731, Baltimore, MD 21202.**

The proposer shall acknowledge receipt of this Addendum by completing and returning this form with the proposal package.

All other terms and conditions remain unchanged.

Sincerely,

Lisa Dunlap, CPPB
Procurement Officer

Acknowledgement of receipt of Addendum No.2 to Solicitation MTA-1400A

Vendor Name: _____

Authorized Representative's Signature

Date



MARYLAND TRANSIT ADMINISTRATION

MARYLAND DEPARTMENT OF TRANSPORTATION

Martin O'Malley, Governor • Anthony G. Brown, Lt. Governor
James T. Smith, Jr., Secretary • Robert L. Smith, Administrator

TO: All Planholders

FROM: Maryland Transit Administration
Procurement Division, 7th Floor
6 Saint Paul Street
Baltimore, Maryland 21202-1614

SUBJECT: **Addendum No. 1**
Contract No. MTA-1400A
MTA Medical/Vision Benefits

DATE: June 16, 2014

Enclosed and effective this date is Addendum No.1 to the subject contract. **This Addendum changes the Bid Due date to June 30, 2014 at 2:00pm, 6 St. Paul Street, 7th Floor, Conference Room #731, Baltimore, MD 21202.**

The proposer shall acknowledge receipt of this Addendum by completing and returning this form with the proposal package.

All other terms and conditions remain unchanged.

Sincerely,

Lisa Dunlap, CPPB
Procurement Officer

Acknowledgement of receipt of Addendum No.1 to Solicitation MTA-1400A

Vendor Name: _____

Authorized Representative's Signature

Date



STATE OF MARYLAND

MARYLAND DEPARTMENT OF TRANSPORTATION

MARYLAND TRANSIT ADMINISTRATION (MTA)

REQUEST FOR PROPOSALS (RFP)

SOLICITATION NO. MTA 1400A

MTA Union Medical/Vision Health Plan

Issue Date: May 22, 2014

NOTICE

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

Minority Business Enterprises Are Encouraged to Respond to this Solicitation

**STATE OF MARYLAND
NOTICE TO VENDORS**

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 this solicitation. Please return your comments with your response. If you have chosen not to respond to this Contract, please email or fax this completed form to the attention of the Procurement Officer (see Key Information Sheet below for contact information).

Title: **MTA Union Medical/Vision Health Plan**
Solicitation No: **1400-A**

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

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

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

REMARKS: _____

Vendor Name: _____ Date: _____

Contact Person: _____ Phone (____) _____ - _____

Address: _____

E-mail Address: _____

**If you have chosen not to submit a proposal on this procurement, please fax this completed form to:
(410)-333-4810 (Attention: Lisa Dunlap).**

THANK YOU!!!

**STATE OF MARYLAND
MARYLAND TRANSIT ADMINISTRATION
RFP KEY INFORMATION SUMMARY SHEET**

Request for Proposals: MTA Medical /Vision Benefits RFP

Solicitation Number: MTA-1400A

RFP Issue Date: May 22, 2014

RFP Issuing Office: MD Department of Transportation
Maryland Transit Administration

Procurement Officer: Lisa Dunlap
Contracts Administration Division
6 St. Paul St., 7th Floor
Baltimore, MD 21202
Phone: (410) 767-3360
Fax: (410) 333-4810
Email: ldunlap2@mta.maryland.gov

Proposals are to be sent to: Maryland Transit Administration
Contracts Administration Division
6 St. Paul, 7th Floor
Baltimore, MD 21202
Attention: Lisa Dunlap

Pre-Proposal Conference: May 30, 2014 10:00 A.M. Local Time
Maryland Transit Administration
Contracts Administration Division
6 St. Paul St., 7th Floor, Rooms 731-732
Baltimore, MD 21202

Closing Date and Time: Friday, July 18, 2014 at 2:00PM Local Time
Maryland Transit Administration
Contracts Administration Division
6 St. Paul St., 7th Floor
Baltimore, MD 21202
Attention: Lisa Dunlap

MBE Subcontracting Goal: 3 %

VSBE Subcontracting Goal: 0 %

Table of Contents

SECTION 1 - GENERAL INFORMATION.....	6
1.1 Summary Statement.....	6
1.2 Abbreviations and Definitions.....	6
1.3 Contract Type.....	8
1.4 Contract Duration.....	8
1.5 Procurement Officer.....	9
1.6 Pre-Proposal Conference.....	9
1.7 eMaryland Marketplace.....	9
1.8 Questions.....	9
1.9 Procurement Method.....	10
1.10 Proposals Due (Closing) Date and Time.....	10
1.11 Multiple or Alternate Proposals.....	10
1.12 Economy of Preparation.....	10
1.13 Public Information Act Notice.....	11
1.14 Award Basis.....	11
1.15 Oral Presentation.....	11
1.16 Duration of Proposal.....	11
1.17 Revisions to the RFP.....	11
1.18 Cancellations.....	11
1.19 Incurred Expenses.....	12
1.20 Protest/Disputes.....	12
1.21 Offeror Responsibilities.....	12
1.22 Substitution of Personnel.....	12
1.23 Mandatory Contractual Terms.....	14
1.24 Bid/Proposal Affidavit.....	15
1.25 Contract Affidavit.....	15
1.26 Compliance with Laws/Arrearages.....	15
1.27 Verification of Registration and Tax Payment.....	15
1.28 False Statement.....	15
1.29 Payments by Electronic Funds Transfer.....	16
1.30 Prompt Payment Policy.....	16
1.31 Electronic Procurements Authorized.....	16
1.32 Minority Business Enterprise Goals.....	17
1.33 Veteran-Owned Small Business Enterprise Goals.....	19
1.34 Living Wage Requirements.....	19
1.35 Federal Funding Acknowledgement.....	19
1.36 Conflict of Interest Affidavit and Disclosure.....	19
1.37 Non-Disclosure Agreement.....	20
1.38 HIPAA –Business Associate Agreement.....	20
1.39 Nonvisual Access.....	20
1.40 Mercury and Products That Contain Mercury.....	20
1.41 Location of the Performance of Services Disclosure.....	20
1.42 Department of Human Resources (DHR) Hiring Agreement.....	20
SECTION 2 – MINIMUM QUALIFICATIONS.....	21

2.1	Offeror Minimum Qualifications.....	21
2.2	Offeror Minimum Qualifications Proof.....	21
SECTION 3 – SCOPE OF WORK		22
3.1	Background and Purpose	22
3.2	Scope of Work - Requirements.....	23
3.3	Auditing Requirements.....	28
3.4	Security Requirements.....	28
3.5	Insurance Requirements	29
3.6	Problem Escalation Procedure.....	30
3.7	Invoicing.....	30
SECTION 4 – PROPOSAL FORMAT.....		32
4.1	Two Part Submission.....	32
4.2	Proposals.....	32
4.3	Delivery	32
4.4	Volume I – Technical Proposal	33
4.5	Volume II – Financial Proposal.....	39
SECTION 5 – EVALUATION COMMITTEE, EVALUATION CRITERIA, AND SELECTION PROCEDURE.....		40
5.1	Evaluation Committee	40
5.2	Technical Proposal Evaluation Criteria	40
5.3	Financial Proposal Evaluation Criteria.....	41
5.4	Reciprocal Preference.....	41
5.5	Selection Procedures.....	41
5.6	Documents Required upon Notice of Recommendation for Contract Award.....	42
RFP ATTACHMENTS		43
	ATTACHMENT A – CONTRACT	45
	ATTACHMENT B – BID/PROPOSAL AFFIDAVIT	55
	ATTACHMENT C – CONTRACT AFFIDAVIT	62
	ATTACHMENT D – PRE-PROPOSAL CONFERENCE RESPONSE FORM	64
	ATTACHMENT E – FINANCIAL PROPOSAL INSTRUCTIONS.....	65
	ATTACHMENT E – FINANCIAL PROPOSAL FORMS.....	66
	ATTACHMENT F – LIVING WAGE REQUIREMENTS.....	84
	FOR SERVICE CONTRACTS	84
	ATTACHMENT G – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE	87
	ATTACHMENT H – NON-DISCLOSURE AGREEMENT.....	88
	ATTACHMENT I – MERCURY AFFIDAVIT.....	92
	ATTACHMENT J – LOCATION OF THE PERFORMANCE OF SERVICES DISCLOSURE.....	93
	ATTACHMENT K – DHR HIRING AGREEMENT.....	94
	ATTACHMENT L – ADDITIONAL TECHNICAL FORMS	95
	ATTACHMENT M - HIPAA BUSINESS ASSOCIATE AGREEMENT	

SECTION 1 - GENERAL INFORMATION

1.1 Summary Statement

1.1.1 The Maryland Transit Administration (MTA or the Department) is issuing this Request for Proposals (RFP) to obtain Medical and Vision health benefits for the employees/retirees of the MTA and their eligible dependents. The Contract resulting from this procurement shall provide for fixed administrative fees, stop-loss rates and fully insured Medicare Advantage rates. Offerors may quote on any or all of the requested plan options.

The MTA is requesting proposal for the services, as specified in this RFP, for the following plans:

- Preferred Provider Plan (PPO)
- Health Maintenance Organization (HMO)
- Vision
- Medicare Advantage

1.1.2 It is the State's intention to obtain services, as specified in this RFP, from a Contract between the selected Offerors and the State. The anticipated duration of services to be provided under this Contract is three years with two (2) one-year renewal options. See Section 1.4 for more information.

1.1.3 The Department intends to make up to two awards as a result of this RFP. One award will be made for the Preferred Provider Plan, Health Maintenance Organization, and Vision plans, and the Department may award the Medicare Advantage plan (if this option is elected) to a separate Offeror if that is in the best interest of the Department. The Offeror's proposal should indicate any discount to quoted rates and fees if a single Offeror receives the award for the PPO, HMO, and Vision plans and the Medicare Advantage plan.

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 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. **BAFO**-Best and Final Offer; a BAFO may be requested by the Procurement Officer in order to permit written revisions to an Offeror's initial proposal.
- b. **Business Day(s)** – The official Working Days of the week to include Monday through Friday. Official Working Days exclude State Holidays (see definition of "Normal State Business Hours" below).
- c. **COB** – Coordination of Benefits.
- d. **COBRA** – Consolidated Omnibus Budget Reconciliation Act.
- e. **COMAR** – Code of Maryland Regulations available on-line at www.dsd.state.md.us.
- f. **Contract** – The Contract awarded to the successful Offeror pursuant to this RFP. The Contract will be in the form of **Attachment A**.
- g. **Contract Commencement** - The date the Contract is signed by the Department following any required approvals of the Contract, including approval by the Board of Public Works, if such approval is required. See Section 1.4.
- h. **Contract Monitor (CM)** – The State representative for this Contract who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring this Contract to ensure

compliance with the terms and conditions of the Contract, monitoring MBE and VSBE compliance, and achieving completion of the Contract on budget, on time, and within scope.

- i. **Contractor** – The selected Offeror that is awarded a Contract by the State.
- j. **CPT** – Current Procedural Terminology
- k. **Department or MTA** – Maryland Transit Administration.
- l. **EOB** – Explanation of Benefits.
- m. **eMM** – eMaryland Marketplace (see RFP Section 1.8).
- n. **FMLA** – Family Medical Leave Act
- o. **Go-Live Date** – The date when the Contractor must begin providing all services required by this solicitation. See Section 1.4.
- p. **HIPAA** – Health Insurance Portability & Accountability Act, and its corresponding regulations, as amended from time to time.
- q. **Local Time** – Time in the Eastern Time Zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such.
- r. **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.
- s. **Notice to Proceed (NTP)** – A written notice from the Procurement Officer that, subject to the conditions of the Contract, work under the Contract is to begin as of a specified date. The start date listed in the NTP is the Go Live Date, and is the official start date of the Contract for the actual delivery of services as described in this solicitation. After Contract Commencement, additional NTPs may be issued by either the Procurement Officer or the Department Contract Manager regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.
- t. **Offeror** – An entity that submits a Proposal in response to this RFP.
- u. **PEPM** – Per Employee Per Month; the cost for each Employee or Retiree on a monthly basis
- v. **PHI** – Protected Health Information, as the phrase is defined in 45 CFR §164.501.
- w. **Procurement Officer** – The State representative for the resulting Contract. The Procurement Officer is responsible for the Contract and is the only State representative who can authorize changes to the Contract. The Department may change the Procurement Officer at any time by written notice to the Contractor.
- x. **Proposal** – As appropriate, either or both of an Offeror’s Technical or Financial Proposal.
- y. **Reasonable and Customary (R&C)/ Usual and Customary (U&C)** – A fee for a health service that is within the range of usual fees charged by providers of similar training and experience, for the same service, within the same geographic area.
- z. **Request for Proposals (RFP)** – This Request for Proposals issued by the MTA, Solicitation Number (solicitation number) dated (date of issuance), including any addenda.
- aa. **State** – The State of Maryland.

- bb. **Stop-loss-** Specific insurance contract established between a self-insured group and an insurance carrier providing coverage if claims exceed a specified dollar amount over a set period of time for any individual. MTA’s present stop loss policy has an attachment point of \$400,000.
- cc. **Total Proposal Price** - The Offeror’s total proposed price for services in response to this solicitation, included in the Financial Proposal, and used in the financial evaluation of Proposals (see RFP Section 5.3).
- dd. **TPA** – Third Party Administrator.
- ee. **Utilization Review (UR)** – Evaluation of the necessity, quality, effectiveness, or efficiency of medical services, procedures and facilities.
- ff. **Working Day(s)** – Same as “Business Day(s).”

1.3 Contract Type

The Contract resulting from this solicitation shall be as follows:

PPO, HMO, Vision, Traditional Plans – A Contract that is a cost reimbursement contract plus fixed fee for certain indefinite quantities pursuant to COMAR 21.06.03. Claims costs shall be reimbursable as provided in this RFP and administrative fees/fixed costs as further described in the Financial Proposal instructions.

Medicare Advantage - An Indefinite Quantity Contract with fixed unit prices as defined in COMAR 21.06.03. The Fixed Unit Prices will be those reflected in the Financial Proposal Forms, as appropriate.

1.4 Contract Duration

- 1.4.1 The Contract that results from this solicitation shall commence as of the date the Contract is signed by the Department following any required approvals of the Contract, including approval by the Board of Public Works, if such approval is required (“Contract Commencement”).
- 1.4.2 The period of time from the date of Contract Commencement through the Go-Live Date (see Section 1.2 definition and Section 1.4.3) will be the Contract “Start-up Period.” During the Start-up Period the Contractor shall perform start-up activities such as are necessary to enable the Contractor to begin the successful performance of Contract activities as of the Go Live Date. No compensation will be paid to the Contractor for any activities it performs during the Start-up Period.
- 1.4.3 As of the Go-Live Date as contained in a Notice to Proceed (see Section 1.2 definition), the Contractor shall perform all activities required by the Contract, including the requirements of this solicitation, and the offerings in its Technical Proposal, for the compensation described in its Financial Proposal.
- 1.4.4 The duration of the Contract will be for the period of time from Contract Commencement to the Go-Live Date (the Start-Up Period as described in Section 1.4.2) plus three years from the Go-Live Date for the provision of all services required by the Contract and the requirements of this solicitation. This contract may be extended for 2 periods of one year each at the sole discretion of the Department and at the prices quoted in the Financial Proposal Forms for Option Years. The contract shall commence as described in RFP Section 1.4.1 and cover implementation prior to the first plan year and run-out, audits, and reconciliation processes following the last plan year. It is anticipated that the first plan year covered by the contract will begin as of the Go-Live Date of January 1, 2015, and that run-out, audits and reconciliation processes will conclude no later than 18 months following the last day of the last plan year covered by the Contract.
- 1.4.5 The Contractor’s obligations to pay invoices to subcontractors that provided services during the Contract term, as well as the audit, confidentiality, document retention, and indemnification obligations of the Contract (see

Attachment A) shall survive expiration or termination of the Contract and continue in effect until all such obligations are satisfied.

1.5 Procurement Officer

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

Lisa Dunlap
Procurement Officer
Contracts Division
6 St. Paul St., 7th Floor
Baltimore, MD 21202
Phone Number: (410-767-3360)
Fax Number: (410-333-4810)
E-mail: (ldunlap2@mta.maryland.gov)

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

1.6 Pre-Proposal Conference

A Pre-Proposal Conference (the Conference) will be held on Friday, May 30, 2014 beginning at 10:00 am Local Time, at 6 St. Paul St., 7th Floor, Rooms 731-732, Baltimore, MD 21202. All prospective Offerors are encouraged to attend in order to facilitate better preparation of their Proposals.

The Conference will be recorded and posted to eMaryland Marketplace and the MTA Website no later than 10 days after the pre-proposal conference. The transcript will also be distributed to all prospective Offerors who attended the pre-proposal conference via email. See RFP Section 1.8.

In order to assure adequate seating and other accommodations at the Conference, please e-mail, mail, or fax to (410) 333-4810 the Pre-Proposal Conference Response Form to the attention of the Procurement Officer no later than 4:00 p.m. Local Time on Wednesday, May 28, 2014. The Pre-Proposal Conference Response Form is included as **Attachment D** 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 Officer no later than Tuesday, May 27, 2014. The Department will make a reasonable effort to provide such special accommodation.

1.7 eMaryland Marketplace

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

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

In order to receive a contract award, a vendor must be registered on eMM. Registration is free. Go to <https://emaryland.buyspeed.com/bsol/login.jsp>, click on "Register" to begin the process, and then follow the prompts. Please also register on the MTA procurement website following the link above in order to access the solicitation documents.

1.8 Questions

Written questions from prospective Offerors will be accepted by the Procurement Officer prior to the Conference. If possible and appropriate, such questions will be answered at the Conference. (No substantive question will be answered prior to the Conference.) Questions to the Procurement Officer shall be submitted via e-mail to the following e-mail address: ldunlap2@mta.maryland.gov. Please identify in the subject line the Solicitation Number and Title. Questions, both oral and written, will also be accepted from prospective Offerors attending the Conference. If possible and appropriate, these questions will be answered at the Conference.

Questions will also be accepted subsequent to the Conference and should be submitted to the Procurement Officer (**see above email address**) in a timely manner prior to the Proposal due date. Questions are requested to be submitted at least ten (10) days prior to the Proposal due date. The Procurement Officer, based on the availability of time to research and communicate an answer, shall decide whether an answer can be given before the Proposal due date. Time permitting, answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, will be distributed to all vendors that are known to have received a copy of the RFP in sufficient time for the answer to be taken into consideration in the Proposal.

1.9 Procurement Method

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

1.10 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 Friday, July 18, 2014 in order to be considered.**

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

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

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

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

1.11 Multiple or Alternate Proposals

Multiple and/or alternate Proposals will not be accepted.

1.12 Economy of Preparation

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

1.13 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. (Also, see RFP Section 4.4.2.2 “Claim of Confidentiality”). This confidential and/or proprietary information should be identified by page and section number and placed after the Title Page and before the Table of Contents in the Technical Proposal and if applicable, separately in the Financial Proposal.

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

1.14 Award Basis

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

1.15 Oral Presentation

Offerors may be required to make oral presentations to State representatives. Offeror(s) must confirm in writing any substantive oral clarification of, or change in, their Proposals made in the course of oral presentation. 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 Offeror(s) of the time and place of oral presentations.

1.16 Duration of Proposal

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

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

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

1.18 Cancellations

The State reserves the right to cancel this RFP, accept or reject any and all Proposals, in whole or in part, received in response to this RFP, to waive or permit the cure of minor irregularities, and to conduct discussions with all qualified or

potentially qualified Offerors in any manner necessary to serve the best interests of the State. The State also reserves the right, in its sole discretion, to award a Contract based upon the written Proposals received without discussions or negotiations.

1.19 Incurred Expenses

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

1.20 Protest/Disputes

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

1.21 Offeror Responsibilities

The selected Offeror shall be responsible for all products and services required by this RFP. All subcontractors must be identified and a complete description of their role relative to the Proposal must be included in the Offeror's Proposal.

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

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

1.22 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 Procurement Officer.

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

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.

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 or in equity.

1.23 Mandatory Contractual Terms

By submitting a Proposal in response to this RFP, an Offeror, if selected for award, shall be deemed to have accepted the terms and conditions of this RFP and the Contract, attached herein as **Attachment 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 (see RFP Section 4.4.2.4).**

1.24 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.

1.25 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 ten (10) Business Days of notification of proposed Contract award. This Contract Affidavit will also be required to be completed by the Contractor prior to any Contract renewals, including the exercise of any options or modifications that may extend the Contract term.

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 so in arrears during the term of the Contract if selected for Contract award.

1.27 Verification of Registration and Tax Payment

Before a business entity can do business in the State it must be registered with the State Department of Assessments and Taxation (SDAT). SDAT is located at State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. The SDAT website is <http://www.dat.state.md.us/sdatweb/services.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 shall disqualify an otherwise successful Offeror from final consideration and recommendation for Contract award.

1.28 False Statement

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

1.28.1 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.

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

1.28.3 A person may 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.

1.29 Payments by Electronic Funds Transfer

By submitting a response to this solicitation, the Bidder/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 Bidder/Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form. Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form, must include the business identification information as stated on the form, and must include the reason for the exemption. The COT/GAD X-10 form may be downloaded from the Comptroller's website at:

http://comptroller.marylandtaxes.com/Government_Services/State_Accounting_Information/Static_Files/APM/gadx-10.pdf

1.30 Prompt Payment Policy

This procurement and the Contract(s) to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor's Office of Minority Affairs (GOMA) and dated August 1, 2008. Promulgated pursuant to Md. Code Ann., State Finance and Procurement Article, §§ 11-201, 13-205(a), and Title 14, Subtitle 3, and COMAR 21.01.01.03 and 21.11.03.01, the Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The Contractor must comply with the prompt payment requirements outlined in the Contract, Section 31 "Prompt Payment" (see **Attachment A**). Additional information is available on GOMA's website at:

http://goma.maryland.gov/Legislation%20Docs/PROMPTPAYMENTFAQs_000.pdf

1.31 Electronic Procurements Authorized

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

1.31.2 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.

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

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

A. The Procurement Officer may conduct the procurement using eMM, e-mail, or facsimile to issue:

- 1) the solicitation (e.g., the IFB/RFP);
- 2) any amendments;
- 3) pre-Bid/Proposal conference documents;
- 4) questions and responses;
- 5) communications regarding the solicitation or Bid/Proposal to any Bidder/Offeror or potential Bidder/Offeror;

- 6) notices of award selection or non-selection; and
- 7) the Procurement Officer's decision on any Bid protest or Contract claim.

B. A Bidder/Offeror or potential Bidder/Offeror may use e-mail or facsimile to:

- 1) ask questions regarding the solicitation;
- 2) reply to any material received from the Procurement Officer by electronic means that includes a Procurement Officer's request or direction to reply by e-mail or facsimile, but only on the terms specifically approved and directed by the Procurement Officer;
- 3) submit a "No Bid/Proposal Response" to the solicitation.

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

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

- A. submission of initial Bids or Proposals;
- B. filing of Bid Protests;
- C. filing of Contract Claims;
- D. submission of documents determined by the Department to require original signatures (e.g., Contract execution, Contract modifications, etc.); or
- E. any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the Contractor or Bidder/Offeror be provided in writing or hard copy.

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

1.32 Minority Business Enterprise Goals

1.32.1 Establishment of Goals and Subgoals.

An overall MBE subcontractor participation goal of one percent (3%) of the total contract dollar amount has been established for this procurement.

There are no MBE subcontractor participation subgoals for this procurement.

1.32.2 Attachment D – Minority Business Enterprise participation, instructions, and forms are provided to assist Bidders/Offerors. A Bidder/Offeror must include with its Bid/Proposal a completed MDOT Certified MBE Utilization and Fair Solicitation Affidavit (**Attachment D-MDOT MBE Form A**) whereby:

- (a) The Bidder/Offeror acknowledges the certified MBE participation goal and commits to make a good faith effort to achieve the goal and any applicable subgoals, or requests a waiver, and affirms that MBE subcontractors were treated fairly in the solicitation process; and
- (b) The Bidder/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 Bid/Proposal submission. The Bidder/Offeror shall specify the percentage of contract value associated with each MBE subcontractor identified on the MBE participation schedule.

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

- 1.32.3 Bidders/Offerors are responsible for verifying that each of the MBE(s) selected to meet the goal and any subgoals and subsequently identified in **Attachment D - MDOT MBE Form B** is appropriately certified and has the correct NAICS codes allowing it to perform the intended work.
- 1.32.4 Within ten (10) Working Days from notification that it is the recommended awardee or from the date of the actual award, whichever is earlier, the Bidder/Offeror must provide the following documentation to the Procurement Officer.
- (a) Outreach Efforts Compliance Statement (**Attachment D-MDOT MBE Form C**).
 - (b) Subcontractor Project Participation Certification (**Attachment D-MDOT MBE Form D**).
 - (c) If the recommended awardee believes a waiver (in whole or in part) of the overall MBE goal or of any applicable subgoal is necessary, the recommended awardee must submit a fully-documented waiver request that complies with COMAR 21.11.03.11.
 - (d) Any other documentation required by the Procurement Officer to ascertain Bidder/Offeror responsibility in connection with the certified MBE subcontractor participation goal or any applicable subgoals.

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

1.32.5 A current directory of certified MBEs is available through the Maryland State Department of Transportation (MDOT), Office of Minority Business Enterprise, 7201 Corporate Center Drive, Hanover, Maryland 21076. The phone numbers are (410) 865-1269, 1-800-544-6056, or TTY (410) 865-1342. The directory is also available on the MDOT website at <http://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.

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

- (a) **Attachment D-1** (MBE Participation Prime Contract Paid/Unpaid MBE Invoice Report).
- (b) **Attachment D-2** (MBE Participation Subcontractor/Contractor Unpaid MBE Invoice Report).

1.32.7 A Bidder/Offeror requesting a waiver of the goal or any of the applicable subgoals will be responsible for submitting the following form if applicable within ten (10) Working Days of recommendation for award and all documentation as required in **COMAR 21.11.03.11 - Waiver**:

- (a) **Attachment D-3** (MBE Minority Contractor Unavailability Certificate).

1.32.8 All documents, including Attachment D, completed and submitted by the Bidder/Offeror in connection with its certified MBE participation commitment shall be considered to be a part of the resulting Contract and are hereby expressly incorporated into reference thereto. All of the referenced documents will be considered a part of the Bid/Proposal for order of precedence purposes (see **Attachment A**, § 2.1).

1.32.9 The Bidder/Offeror is advised that liquidated damages will apply in the event the Contractor fails to comply in good faith with the provisions of the MBE program and pertinent Contract provisions. (See **Attachment A**, §36).

1.33 Veteran-Owned Small Business Enterprise Goals

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

1.34 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 F**. Bidders/Offerors must complete and submit the Maryland Living Wage Requirements Affidavit of Agreement (**Attachment F-1**) with their Bid/Proposal. If a Bidder/Offeror fails to complete and submit the required documentation, the State may determine a Bidder/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 Bidder/Offeror must identify in its Bid/Proposal the location(s) from which services will be provided, including the location(s) from which 50% or more of the Contract services will be provided.

- 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, the State agency determines the wage tier based on where the majority of the service recipients are located. In this circumstance, this Contract will be determined to be a Tier (1) Contract.

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

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

1.35 Federal Funding Acknowledgement

This Contract does not contain Federal funds.

1.36 Conflict of Interest Affidavit and Disclosure

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

agreements substantially similar to **Attachment G** 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.

1.37 Non-Disclosure Agreement

This solicitation and any resultant Contract(s) are subject to the terms of the Non-Disclosure Agreement (NDA) contained in this RFP as Attachment H.

In order to obtain access to certain data that is necessary to complete a proposal in response to this RFP, each Potential Offeror must complete a Non-Disclosure Agreement. The Non-Disclosure Agreement must be in the form provided as **Attachment H** to this RFP. In order to obtain the data, a Potential Offeror must first print, sign and return to the Procurement Officer the Non-Disclosure Agreement found at **Attachment H, “Non-Disclosure Agreement,”** with a request for the data. A scanned copy with live signature service and transmitted by e-mail is acceptable.

The information that will be provided to the Potential Offeror after submission of the Non-Disclosure Agreement includes data to be used in the preparation of the Offeror’s Proposal. This data includes:

- Demographic data showing the date of birth, gender, city, state, and zip for employees and retirees
- Utilization and enrollment by plan

This additional information will be provided to each Offeror through secure file transfer upon receipt of the signed Non-Disclosure Agreement by the Procurement Officer. The potential Offeror may bring the signed Non-Disclosure Agreement to the Pre-Proposal Conference. **The data will not be e-mailed to Offerors.**

1.38 HIPAA –Business Associate Agreement

A HIPPA Business Associate Agreement will be required for this Contract.

1.39 Nonvisual Access

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

1.40 Mercury and Products That Contain Mercury

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

1.41 Location of the Performance of Services Disclosure

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

1.42 Department of Human Resources (DHR) Hiring Agreement

This solicitation does not require a DHR Hiring Agreement.

SECTION 2 – MINIMUM QUALIFICATIONS

2.1 Offeror Minimum Qualifications

The Contractor shall:

- For all functional areas, have an A.M. Best or Standard & Poor's insurance rating of no less than A, and
- Be licensed in Maryland at the time of proposal submission to provide the plan services for which the proposal is being submitted

2.2 Offeror Minimum Qualifications Proof

The list of documentation below represents the form of proof necessary to demonstrate that minimum qualifications are met.

- Provide a copy of a document (Internet document acceptable) reflecting an A.M. Best or Standard & Poor insurance rating of no less than A. An A-rating would not meet the requirement. The documents shall be originated by either A.M. Best or Standard & Poor.
- A copy of the Offeror's Certificate of Authority issued by the Maryland Insurance Administration (MIA), for the type of plan proposed.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

SECTION 3 – SCOPE OF WORK

3.1 Background and Purpose

The Maryland Transit Administration (MTA) is a modal administration within the Maryland Department of Transportation. The Administration directly operates bus, metro, light rail and mobility transit services in the "Metro Transit District" comprising Baltimore City, and the surrounding counties. The Administration also contracts with several companies to operate statewide and commuter bus services, mobility services and commuter rail services ("MARC").

The MTA Office of Treasury was created in 2004 to consolidate all fare systems into one group and coordinate the new automatic fare collection system and smart card project. Divisions in Treasury are Fare Collection Maintenance, Revenue Control, IT Treasury Lab, Reduced Fare Certification and Pass Sales, and the Maryland Transit Pass/Financial Reconciliation Services. Treasury's major responsibilities are to provide agency oversight of the new fare collection equipment; coordinate fare collection activities with MTA offices including Finance, Customer Service, Engineering, Marketing, and Operations, develop, coordinate and implement the smart card to all MTA modes and the Region, and coordinate the smart card program with the Washington Region (WMATA, Ride-On, Prince George's The Bus and Virginia partners).

The State is issuing this solicitation for the purposes of obtaining a medical and vision proposals for the medical and vision benefits offered to MTA employees/retirees and their eligible dependents. MTA has approximately 4,392 active employees and retirees participating in the Medical Plans and 4,177 participating in the Vision Plan. Medical and Vision benefits are a standard and important component in the employee benefit package for the organization.

The MTA currently offers active employees a CareFirst PPO Plan and a Blue Choice HMO Plan. The MTA also has a Traditional plan for dependents that has been grandfathered and has been closed to new enrollees since 1/1/03.

The PPO plan provides employees with two types of benefits: 1) In-network, which is care received from participating providers in the Large Regional PPO network or National PPO network outside the Regional area, and 2) Out-of-network, which is care received from non-participating Medical providers. In-network there is no annual deductible, \$5 Primary Care Physician (PCP) copay/\$10 Specialist copay. The Plan pays 100% of allowed benefit after copays for most services. Out-of-network there is a \$300 Individual/\$600 family deductible, \$1,500 Individual/\$3,000 family out of pocket maximum. The Plan pays 80% of allowed benefit after deductible for most covered services. Copays increased to \$10/\$20 on 1/1/2014.

The Blue Choice HMO plan provides employees with coverage when they receive care from CareFirst Blue Choice providers. Employees must select a PCP and referrals are required to access specialists. There is a \$5 copay for PCP's and \$10 Specialist copay. Copays increase to \$10/\$20 on 1/1/2014.

The Traditional Plan- Dependents Only (Closed to new enrollees since 2003) has a \$50 major medical deductible and may require coinsurance for some covered services.

Under age 65 retirees are eligible for the same benefits as active employees. Over 65 retirees must enroll in Medicare A and B and the coverage under the MTA PPO, HMO or Traditional plan is supplemental. Pre-2003 retirees are not required to enroll in Medicare).

The MTA offers one Vision Plan to employees and retirees. The Vision Plan provides employees with three types of benefits: 1) Davis Vision Network 2) In-network independent provider, which is care received from participating independent providers in a National network area, and 2) Out-of-network, which is care received from non-participating Vision providers. Services are provided for eye exams, Frames, Lenses and Contact lenses.

Summary Documents for current plans are included in the Attachment M. Please refer to those documents for additional information.

The MTA is seeking a Contractor that can provide a comprehensive medical and vision plan that will:

- Control program costs and improve service and access to those who need it.
- Administer Medical and Vision plans with benefits comparable to those currently offered to MTA members.
- Offer provider networks that include current providers accessed by MTA members.
- Improve patient health outcomes.
- Increase the percentage of eligible members who receive preventive care and screenings.
- Encourage the use of providers demonstrating evidenced-based outcomes and cost-effective care.
- Reduce hospital readmission rates within 30 days of discharge as indicated.
- Offer Educational classes for Nutrition, Weight Management, Tobacco Cessation, and Stress Management.
- Offer online resources allowing members to compare providers based on quality and efficiency.
- Provide reports on provider outcomes.
- Offer online tools for comparison pricing to members.
- Provide comprehensive reporting and plan data to the MTA.
- Work with the MTA to implement /support wellness initiatives.
- Provide on-line health tracking for members to include such items as nutrition, exercise, medical records including biometric data such as blood pressure etc.

MTA shall have the option to renew the initial Contract(s) for two (2) subsequent one-year periods.

3.2 Scope of Work - Requirements

The Contractor shall:

Provide medical and vision benefits for eligible employees and retirees of Maryland Transit Administration (MTA) for fixed administrative fees, stop-loss rates and fully insured Medicare Advantage rates (if applicable).

- 3.2.1** The Contractor must submit a final Plan Design for all proposed services to the Contract Monitor for approval at least sixty (60) days prior to the Go-Live Date (January 1, 2015). The Contract Monitor shall have up to ten (10) days to review the submission and provide comments. Submission revisions incorporating the Contract Monitor's comments are due to the Contract Monitor within five (5) days of receipt of the comments.
- 3.2.2** Network Development and Maintenance - The Contractor shall meet the healthcare needs of the MTA employees and dependents through the development and maintenance of adequate provider networks. The Contractor agrees to develop and adhere to a detailed network development and maintenance plan based on the MTA's needs and agreed to by the Contract Manager.
- 3.2.3** The Contractor shall provide adequate staffing to fulfill all obligations in the following areas: account management, claims processing, claims appeals, customer/member services, reporting, and data management and production.
- 3.2.4** The Contractor shall assign a dedicated Account Manager as the primary contact for the MTA's Employee Benefits staff who will participate on the implementation team. If requested by the MTA, the Account Manager will be replaced with one that the MTA approves. The Contractor's designated Account Manager may be substituted as provide in Section 1.22. The MTA reserves the right to accept or decline the Contractor's designated Account Manager. See Section 1.22 for requirements regarding Substitution of Personnel.
- 3.2.5** Data and Reporting - The Contractor shall provide reports and submit data to the MTA. The Contractor shall provide, at a minimum, the standard reports outlined in Technical Proposal Form T1 to the MTA for all periods covered by this Contract. This obligation shall survive termination of the Contract. Samples of standard claims/management reports are to be included as part of the response, as requested in the Technical Questionnaire Proposal Form T1.
- 3.2.6** The Contractor shall administer a fraud prevention and detection program and cooperate with the MTA's efforts to eliminate and prosecute health care fraud.

- 3.2.7** Services must be delivered to ensure the highest level of customer service for MTA plan members. The Contractor should maintain a 90% member satisfaction rate as measured through a random sample of 10% of all members enrolled in each respective Plan (i.e. DHMO and/or DPPO Plans) and assessed by the MTA's annual Customer Satisfaction Survey.
- 3.2.8** If 90% satisfaction rate is not attained, the Contractor may be subject to a forfeiture of up to 10% of ASO fees due as of the month following the survey analysis.
- 3.2.9** Eligibility for coverage under the group health plans administered by the Contractor(s) shall be determined pursuant to the terms of this RFP as described in Section 3.2.22 below.
- 3.2.10** Administer the plan year from January 1 through December 31. Fees and rates for each plan year must be guaranteed for a minimum of 12 months. For each optional renewal period, advance notice of all fee/rates changes must be provided to MTA by September 1 of the contract year beginning on the following January 1. Multi-year guarantees will be considered.
- 3.2.11** Requested Benefit Plan Design –Contractors must provide the medical plans as detailed in Attachment L for employees and retirees. In addition to the current medical plans, Contractors may provide any or all of the following options:
- Option 1 - Assume the Traditional Plan is eliminated
 - Option 2- Assume all Medicare enrollees must enroll in Medicare
 - Option 3 - PPO and HMO Medicare Advantage Plans will be offered to all Medicare eligible Retirees (replaces current plans for Medicare eligible individuals)
- 3.2.12** MTA currently offers one Vision benefit plan design to meet employee/retiree needs. Contractors must provide one plan. The benefit categories in the Summary Descriptions (Attachment M) which are part of this RFP may be used as an example of the categories of services that must be covered. If a plan design utilizes a network of providers for services, a nationwide network is expected.
- Premium Payments
 - 3.2.12.1 PPO- For Active employees and under age 65 retirees, MTA pays 81% of the employee/retiree premium and 80% for employee and dependent tiers. MTA pays 81% for retirees with Medicare and 62-80% for Retiree and dependent tiers. Tiers are defined as coverage levels that define the dependent enrollment status of each employee/retiree. MTA's coverage tiers are as follows: Employee Only, Employee & Child, Employee & Spouse, Employee & Family.
 - 3.2.12.2 Blue Choice HMO - For Active employees and under age 65 retirees, MTA pays 95% of the employee/retiree premium and 85-86% for employee and dependent tiers. MTA pays 95% for retirees with Medicare and 76-87% for Retiree and dependent tiers.
 - 3.2.12.3 Traditional Plan – For dependents enrolled without employee or retiree, MTA pays between 47% and 67% depending on the tier.
 - 3.2.12.4 Vision- For Active employees and retirees, MTA pays 83% of the employee premium and 85% for Employee and Child, 83% for Employee & Spouse and 81% for Family coverage of the Vision Plan and employees pay the balance through payroll deductions.
 - 3.2.12.5 Retirees pay for the Medical and Vision coverage through deductions from their retirement benefits.
 - Current funding for the MTA Medical Plans is self-insured with specific Stop-Loss at \$400,000. There is no aggregate stop-loss.
 - MTA cannot prefund claims. Contractor must send MTA an invoice for paid claims which will be paid promptly by MTA or Contractor may request electronic wire

transfers once claims have been paid. Self-administered billing will apply to administrative fees and any other fixed costs.

- The Contractor must provide the network indicated in its Geographic Accessibility (Geo Access) Report for each Medical and Vision Plan quoted.
- The Contractor must provide initial enrollment support to MTA including employee communications, employee meetings, administration, and any other services MTA deems appropriate. It is anticipated there will be six (6) to eight (8) days of enrollment meetings.

Ongoing basic administration of the plan (enrollment, changes, termination, etc.) will be performed by designee(s) of the Contract Administrator, using an automated system/database provided by the Contractor. Descriptions and capabilities of available systems must be included as part of a response.

- Contractor offer should assume the current carrier will pay the run-out claims.
- Census data. Claim experience and enrollment history in Microsoft Excel will be provided once the Non-Disclosure Agreement (Attachment H) is completed and returned as described in Section 1.37 above. Census is current as of January 2014.
- Contractors must include a sample Summary Plan Description (SPD) for PPO, HMO and Vision Plans, as well as samples of standard member communication materials. Copies of all documents the Contractor believes will be helpful in determination of the Contract Award are to be included with the RFP response.
- Provider networks have been an integral part of previous Medical and Vision Plans offered by MTA. Documentation of the basic professional and quality standards for inclusion in the network must be provided, and documentation of adequate availability of providers must be provided using Proposal Forms T6 through T20.
- Contract Implementation –The Contractor shall meet the following implementation tasks and deadlines:
 - **Kickoff Meeting – Within 15 days of contract award.**
 - **Provide Final Implementation Schedule – 5 Business Days after Kick Off Meeting**
 - **Provide Draft Plan Documents to MTA- July 1, 2014**
 - **Provide Open Enrollment Material Drafts/Schedule – August 1, 2014**
 - **Establish any necessary banking accounts for electronic fund transfers – September 1, 2014**
 - **Attend Open Enrollment Meetings/Benefit Fairs – TBD**
 - **Load and audit enrollment files – October 2014 – December 2014**
 - **Provide Final Documents to MTA- November 1, 2014**
 - **Mail ID cards – December 15, 2014.**
 - **Begin administration and coverage- January 1, 2015.**

- **Eligibility**

3.2.12.6 Medical - The plans will cover cover eligible full-time employees and retirees. Eligible employees and retirees are defined as: Local 1300 is the Amalgamated Transit Union (A.F of L – C.I.O.) which is the union that represents the majority of employees covered under the MTA Health & Welfare Group Benefit Plans. Local 2 is the Office and Professional Employees International Union. A.F. of L – C.I.O. Local 1859 is the American Federation of State, County, and Municipal Employees, Council #67.

The following dependents are eligible for coverage on the Medical Plan:

- Legal Spouse as evidenced by a valid marriage certificate
- Biological and legally adopted children as evidenced by a valid birth certificate or court documents
- Stepchildren while employee or retiree is legally married to their legal parent, as evidenced by valid birth and marriage certificates and/or court documents
- Children through legal guardianship as evidenced by valid court documents giving retiree or employee or enrolled spouse legal guardianship of the child
- Children are eligible to remain covered under the MTA Health & Welfare Group Benefit Plans through the last day of the month in which they attain age 26

Coverage is also offered to Part-time Employees in the following collective bargaining units as follows:

- Part-time Local 2 (and Local 1859) employees have two options. They may enroll in the MTA Medical (HMO and PPO Plans), Dental and Vision Plans at the Employee Only level (no dependents) after the completion of one year of continuous service or they may enroll themselves and any eligible dependents in the State of Maryland Benefit Plans as of their date of hire or during any subsequent State of Maryland Open Enrollment period. If the option to enroll in the State of Maryland Benefit Plans is chosen, the employee forfeits any future opportunity to enroll in the MTA Health and Welfare Benefit Plans while employed in a Part Time capacity. Also, these employee are ineligible for enrollment in the MTA Prescription Drug Plan.
- Local 1300: After one year of continuous service, part-time employees are eligible to enroll in a Medical Plan for self only (no dependents). These employees are not eligible for Dental, Vision, or Pharmacy Plans.

3.2.12.7 The Vision Plan covers eligible full-time employees and retirees. Local 2 also offers coverage to part time employees. Eligible employees and retirees are:

The following dependents are eligible for coverage on the Vision Plan

- Legal Spouse as evidenced by a valid marriage certificate
- Biological and legally adopted children as evidenced by a valid birth certificate or court documents Stepchildren while employee or retiree is legally married to their legal parent as evidenced by valid birth and marriage certificates and/or court documents
- Children through legal guardianship as evidenced by valid court documents giving employee or retiree or enrolled spouse legal guardianship of the child
- Children are eligible to remain under the MTA Health & Welfare Group Benefit Plans through the last day of the month in which they attain age 26

3.2.13 Plan Changes – MTA implemented the following plan changes effective January 1, 2014:

- Emergency Room Copay increased to \$50 for HMO and PPO. Waived if admitted.
- Copay for office visits increased to from \$5 to \$10 and Specialist Copay increased from \$10 to \$20.
- Add chiropractic care benefits (20 visits per condition per benefit period) added to PPO with a \$5 copay per visit.
- The number of annual visits for Physical Therapy, Occupational Therapy and Speech Therapy will be 30 per covered individual under the HMO and PPO. Individuals may combine the annual limit for any one type of therapy to a total of 90 visits per plan year subject to the specialist copay (\$20).
- A cardiac rehabilitation benefit was added to PPO and HMO for 36 sessions in a 12 week period (or on a case by case basis thereafter) with physician supervision and in a medical facility. Cardiac Rehab must be medically necessary with physician referral, and a patient history of a heart attack in the past 12 months; Coronary Artery Bypass Graft (CABG) surgery; angioplasty; heart valve surgery, stable angina

pectoris; congestive heart failure or heart and lung transplants. In patient care primarily for rehabilitation is not covered.

- Preventive services covered at \$0 copay in-network.
- Annual limit on DME removed.

3.2.14 Contractor Representative The Contractor shall assign a Contractor Representative who will be responsible for the Contractor’s daily management and administrative functions of the Contract.

3.2.14.1 Performance Standards - The Contractor must adhere substantially to the following performance standards and provide periodic performance reports. Not meeting one of the specified criteria within each category will result in 50% of the penalty being awarded to MTA. Additional penalties within each category will be pro-rated over the remaining items using the outstanding penalty dollars. These standards will apply for each year of the Contract with MTA.

Performance Standard	Fee-based Penalty
<p>1. Implementation</p> <ul style="list-style-type: none"> • Produce and distribute an adequate supply of current, up-to-date provider directories and enrollment packets to MTA by October 1, 2014. If directories are available on-line employees must have access to the directories within the same time frame. • Produce and distribute ID cards without error at least 15 days prior to the effective date. It is the carrier’s responsibility to work with MTA to achieve error free distribution. • Code benefits in claim system with 100% accuracy. • Provide MTA with a benefits and financial contract within two months of the plan effective date. • Have a knowledgeable team available to attend all employee meetings. Representatives must be fluent on all plan offerings you are proposing. • Upload eligibility to enrollment system with 100% accuracy assuming “clean” files from client group. 	5% of fees
<p>2. Network Maintenance</p> <ul style="list-style-type: none"> • Maintain a satisfactory number of open providers (hospitals and physicians) in all managed care locations (90% of providers identified during proposal phase). If your network is not being maintained or that employees are not using the network (less than 80% of total claims are in network), the penalties will apply. • Maintain an on-line provider directory with updates no less than once per week. Report loss of provider / provider groups with membership of greater than 50 employees within 10 days of when plan is notified of withdrawal. 	3% of fees
<p>3. Customer Service</p> <ul style="list-style-type: none"> • For time on hold criteria, Customer Service Representatives must have a call abandonment rate of no more than 5%. • Provide callback and/or written response to insured individuals or MTA’s designated administrator for unresolved issues within 24 hours. • Provide callback and/or written responses to MTA administrators for inquiries within 24 hours. • Claim processing (may be confirmed by outside audit)dollar accuracy rate of 99% <ul style="list-style-type: none"> • Procedural accuracy rate of 97% • Turnaround time: 90% of clean claims paid in 14 calendar days. <p>An EOB asking for more information is not included in meeting turnaround targets. • Produce agreed upon reports at agreed upon dates/intervals. • Conduct annual member satisfaction survey and achieve overall rating of 80% or better. (Survey format and rating methodology to be agreed upon by both parties.) Survey results must be provided to accounts within 45 days of survey completion date. • Duplicate errors on part of</p>	7% of fees

carrier – If MTA documents a consistent pattern of mistakes or errors that go uncorrected for a substantial period of time (not to exceed two quarters), it will be determined you have not met this standard.

Billing and enrollment (eligibility):

- Initial - 99.5% loaded in system within five working days
- Ongoing - 99.5% loaded in system within three working days Produce and distribute ID cards within five business days of receipt of new employee information from MTA. Maintain accurate up to date enrollment in the system at all times.

MTA will formally notify the Contractor in writing when a standard is not met. MTA will provide backup information. Carrier will pay penalties within 30 days of written notification from MTA.

3.3 Auditing Requirements

3.3.1 Service Organization Control Type 2 (SOC 2nd) Audit

In accordance with the Statement of Standard for Attestation Engagements (SSAE) 16, the MTA shall required a Services Organization Control Type 2 (SOC 2nd) audit on Contractors(s) which provide services that affects the security, availability, and processing integrity of a system that process users' data and that confidentiality and privacy of information processed by this system.

A. SOC 2nd reports specifically address one or more of the following five (5) key system attributes:

- (i) Security – The system is protected against unauthorized access (both physical and logical);
- (ii) Availability – The system is available for operation and use as committed or agreed;
- (iii) Processing Integrity – System processing is complete, accurate, timely and authorized;
- (iv) Confidentiality – Information designated as confidential is protected as committed or agreed;
- (v) Privacy – Personal information is collected, used, retained, disclosed and disposed of in conformity with the commitments in the entity's privacy notice, and with criteria set forth in Generally Accepted Accounting Principles (GAAP) issued by the American Institute of Certified Public Accountants (AICPA) and Canadian Institute of Chartered Accountants.

B. SOC 2nd specifically reports on management's description of the service organization's system and the suitability of the design and operating effectiveness of the controls.

3.3.2 The SOC 2nd must be conducted by an independent Certified Public Accountant (CPA) at the Contractor's expense on an annual basis. The audit shall reflect the state's fiscal year (July 1st through June 30th) and be completed by September 30th of each year thereafter.

3.3.3 One copy of the report shall be sent to the MTA's Office of Procurement and Contracts and another copy shall be sent to the Finance Division, located at 6 St. Paul Street, 7th Floor, Baltimore, MD 21202.

3.3.4 This section is subject to change in accordance with current accounting standards and practices set forth in GAAP issued by the AICPA and Canadian Institute of Chartered Accountants for the duration of the contract.

3.4 Security Requirements

3.4.1 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.

3.5 Insurance Requirements

3.5.1 Comprehensive General Liability Insurance

- A. Bodily Injury: \$5,000,000 combined single limit
- B. Property Damage: \$500,000 per occurrence or claim made

3.5.2 Workmen's Compensation

3.5.2.1 Insurance shall be sufficient to cover claims payable under statutory requirements for Worker's Compensation

3.5.2.2 Employer's Liability Insurance (Coverage B): \$5,000,000 limit

3.5.2.3 Professional Liability Insurance

- A. Bodily Injury: \$5,000,000 combined single limit
- B. Property Damage: \$500,000 per occurrence or claim made

3.5.2.4 Excess/Umbrella Liability Insurance

- A. Bodily Injury: \$5,000,000 combined single limit
- B. Property Damage: \$500,000 per occurrence or claim made

3.5.3 Insurance Company Qualifications

3.5.3.1 The insurance required in this Article of this contract must be issued by companies that are:

- A. Acceptable to the MTA
- B. Licensed to do business in the State of Maryland.

3.5.4 Policy Requirements

3.5.4.1 The recommended Contractor awardee shall deliver to the MTA representative within 10 days of notification of proposed contract award an accurate and true Certificates of Insurance that show that:

3.5.4.2 The Contractor has procured coverage stated in this Article of this contract.

3.5.4.3 The Maryland Department of Transportation, the State of Maryland and the MTA has been named as an additional insured.

3.5.4.4 The policies will not be canceled, terminated or modified without 60 days prior written notice to the Administration. Certificates of Insurance are acceptable in lieu of true copies of the policies if the policy writer notes on the Certificate, or through attachment to the Certificate, all policy exclusions.

3.5.4.5 The Contractor shall require that any subcontractors providing services under this Contract obtain and maintain similar levels of insurance and shall provide the Contract Monitor with the same documentation as is required of the Contractor.

3.6 Problem Escalation Procedure

3.6.1 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.

3.6.2 The Contractor must provide the PEP no later than ten (10) Business 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) Business Days after the start of each Contract year and within ten (10) Business Days after any change in circumstance which changes the PEP. The PEP shall detail how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. The PEP shall include:

- 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.

3.7 Invoicing

3.7.1 General

(a) All invoices for services shall be signed by the Contractor and submitted to the Contract Monitor. All 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 cannot 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 required deliverables 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.

3.7.2 Invoice Submission Schedule

The contractor shall submit invoices by the 15th of the month following the month in which services were performed.

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. It is required that the name, email address, and telephone number of the Offeror be included on the outside of the packaging for each volume. Each Volume shall contain an unbound original, so identified, and six (6) 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

To the Procurement Officer (see Section 1.5 “Procurement Officer”) prior to the date and time for receipt of Proposals (see Section 1.10 “Proposals Due (Closing) Date and Time”).

Responses to and data from Proposal Forms T1 through T21 should be included with your Technical Proposal. Price Proposal Forms P1-P11 should be included in your Financial Proposal.

4.2.2 An electronic version (CD or DVD) of the Technical Proposal in Microsoft Word and Excel format must be enclosed with the original Technical Proposal. An electronic version (CD) of the Financial Proposal in Microsoft Word or Microsoft Excel 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 Adobe .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 1.14 “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”).

4.2.5 Proposals and any modifications to Proposals will be shown only to members of the Evaluation Committee, or other persons deemed by the Department to have a legitimate interest in them.

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 1). Pricing information is to be included only in the Financial Proposal (Volume II).

4.4.1 Format of Technical Proposal

Inside a sealed package described in Section 4.2 “Proposals,” the unbound original, six (6) copies, and the electronic version shall be provided. The RFP sections are numbered for ease of reference. Section 4.4.2 sets forth the order of information to be provided in the Technical Proposal, e.g., Section 4.4.2.1 “Title and Table of Contents,” Section 4.4.2.2 “Claim of Confidentiality,” Section 4.4.2.3 “Transmittal Letter,” Section 4.4.2.4 “Executive Summary,” etc. In addition to the instructions below, responses in the Offeror’s Technical Proposal should reference the organization and numbering of Sections in the RFP (ex. “Section 3.2.1 Response . . . ; “Section 3.2.2 Response . . . ,” etc.). This Proposal organization will allow State officials and the Evaluation Committee (see RFP Section 5.1) to “map” Offeror responses directly to RFP requirements by Section number and will aid in the evaluation process.

- 4.4.2 The Technical Proposal** shall include the following documents and information in the order specified as follows. Each section of the Technical Proposal shall be separated by a TAB as detailed below:

4.4.2.1 Title Page and Table of Contents (Submit under TAB A)

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

4.4.2.2 Claim of Confidentiality (If applicable, submit under TAB A-1)

Any information which is claimed to be confidential is to be noted by reference and included after the Title Page and before the Table of Contents, and if applicable, also in the Offeror’s Financial Proposal. An explanation for each claim of confidentiality shall be included (see Section 1.14 “Public Information Act Notice”). The entire Proposal cannot be given a blanket confidentiality designation. Any confidentiality designation must apply to specific sections, pages, or portions of pages of the Proposal.

4.4.2.3 Transmittal Letter (Submit under TAB B)

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

- Name and address of the Offeror;
- Name, title, e-mail address, and telephone number of primary contact for the Offeror;
- Solicitation Title and Solicitation Number that the Proposal is in response to;

- Signature, typed name, and title of an individual authorized to commit the Offeror to its Proposal;
- Federal Employer Identification Number (FEIN) of the Offeror, or if a single individual, that individual's Social Security Number (SSN);
- Offeror's eMM number;
- Offeror's MBE certification number (if applicable);
- Acceptance of all State RFP and Contract terms and conditions (see Section 1.24); if any exceptions are taken, they are to be noted in the Executive Summary (see Section 4.4.2.4); and
- Acknowledgement of all addenda to this RFP.

4.4.2.4 Executive Summary (Submit under TAB C)

The Offeror shall condense and highlight the contents of the Technical Proposal in a separate section titled "Executive Summary." The Summary should identify the Service Category(ies) and Region(s) for which the Offeror is proposing to provide services (if applicable). The Summary shall also identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract (Attachment A), or any other attachments. Exceptions to terms and conditions may result in having the Proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award.

If the Offeror has taken no exceptions to the requirements of this RFP, the Executive Summary shall so state.

Unless specifically stated otherwise in the Executive Summary, it will be assumed that the Offeror agrees these standards without exception. Any additional performance guarantees being offered should be included in the Executive Summary.

4.4.2.5 Minimum Qualifications Documentation (If applicable, Submit under TAB D)

The Offeror shall submit any Minimum Qualifications documentation that may be required, as set forth in Section 2 "Offeror Minimum Qualifications."

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

- a. The Offeror shall address each Scope of Work requirement (Section 3.2) in its Technical Proposal and describe how its proposed services, including the services of any proposed subcontractor(s), will meet or exceed the requirement(s). If the State is seeking Offeror agreement to any requirement(s), the Offeror shall state its agreement or disagreement. Any paragraph in the Technical Proposal that responds to a Scope of Work (Section 3.2) requirement shall include an explanation of how the work will be done. Any exception to a requirement, term, or condition may result in having the Proposal classified as not reasonably susceptible of being selected for award or the Offeror deemed not responsible.
- b. The Offeror shall give a definitive description of the proposed plan to meet the requirements of the RFP, i.e., a Work Plan. The Work Plan shall include the specific methodology and techniques to be used by the Offeror in providing the required services as outlined in RFP Section 3, Scope of Work. The description shall include an outline of the overall management concepts employed by the Offeror and a project management plan, including project control mechanisms and overall timelines. Project deadlines considered contract deliverables must be recognized in the Work Plan.
- c. The Offeror shall identify the location(s) from which it proposes to provide the services, including, if applicable, any current facilities that it operates, and any required construction to satisfy the State's requirements as outlined in this RFP.
- d. The Offeror must provide a draft Problem Escalation Procedure (PEP) that includes, at a minimum, titles of individuals to be contacted by the Department's Contract Monitor should

problems arise under the Contract and explain how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. Final procedures must be submitted as indicated in RFP Section 3.5.

- e. Descriptions of the benefits offered in each proposed Medical and Vision plan, along with summaries of limitations and exclusions to coverage in the plan(s).
- f. The response must note the provider network your proposal assumes will be used. Network directories for each network you are proposing must be included with your proposal. Directories must be provided on CD or USB flash drive in Excel format. If you have directories on a website, you may provide access instructions for that online directory in addition to a directory on electronic medium. You must also complete Technical Proposal Forms which provide a summary of your networks by location.
- g. **The Offeror is required to show three (3) current and three (3) past client references which will enable the Committee to be satisfied as to the bidder's qualifications.** The following information must be provided for each reference: name of contact person, phone number, address, size of group, coverage provided, date client was effective, and for former clients date of termination. .
- h. Responses to and data from Technical Proposal Forms T1 through T21 are required.
- i. For greater ease in comparing benefits, please note significant deviations from the current plan design on Proposal Form T21.
- j. Contractor's proposals must assume the current contribution levels.
- j. Offerors should quote the current funding arrangement. In addition, Offerors may also provide fully insured Medicare Advantage PPO and HMO rates. Vision – Current funding for MTA is self-insured. Self-funded Vision plans are requested.
- k.
- l. Contractor must assume MTA will not pay brokerage/third-party commissions.
- m. Include a list of ALL services included in your administrative fee, as well as a list of additional services that are available for an additional charge. For the self-funded arrangement quotes, please indicate the caps you will guarantee on the administrative fee. Offerors may quote any or all of the requested funding arrangements.
- n.
- o. **4.2.9** Use the employee/retiree zip codes provided in the enclosed census files. Please produce the Geo Access reports using all covered (not eligible) active employees and retirees. To determine if an employee/retiree is covered by a service area, use a standard of 2 PCP's within 10 miles; for specialists, two within 15 miles; for Hospitals, one within 15 miles and for Vision 2 providers within 10 miles. The report should be broken out by State/County. Complete Proposal Form T18 to include with your Geo Access Report.
- p.
- q.
- r.
- s.

4.4.2.7 Experience and Qualifications of Proposed Staff (Submit under TAB F)

The Offeror shall identify the number and types of staff proposed to be utilized under the Contract.

The Offeror shall describe in detail how the proposed staff's experience and qualifications relate to their specific responsibilities, including any staff of proposed subcontractor(s), as detailed in the Work Plan. The Offeror shall include individual resumes for the key personnel, including key personnel for any

proposed subcontractor(s), who are to be assigned to the project if the Offeror is awarded the Contract. Each resume should include the amount of experience the individual has had relative to the Scope of Work set forth in this solicitation. Letters of intended commitment to work on the project, including letters from any proposed subcontractor(s), shall be included in this section.

The Offeror shall provide an Organizational Chart outlining personnel and their related duties. The Offeror shall include job titles and the percentage of time each individual will spend on his/her assigned tasks. Offerors using job titles other than those commonly used by industry standards must provide a crosswalk reference document.

4.4.2.8 Offeror Qualifications and Capabilities (Submit under TAB G)

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

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

4.4.2.9 References (Submit under TAB H)

At least three (3) references are requested from customers who are capable of documenting the Offeror's ability to provide the services specified in this RFP. References used to meet any Offeror Minimum Qualifications (see Section 2) may be used to meet this request. Each reference shall be from a client for whom the Offeror has provided services within the past five (5) years and shall include the following information:

- a. Name of client organization;
- b. Name, title, telephone number, and e-mail address, if available, of point of contact for client organization; and
- c. Value, type, duration, and description of services provided.

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

4.4.2.10 List of Current or Prior State Contracts (Submit under TAB I)

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

- a. The State contracting entity;
- b. A brief description of the services/goods provided;
- c. The dollar value of the contract;
- d. The term of the contract;
- e. The State employee contact person (name, title, telephone number, and, if possible, e-mail address); and

- f. Whether the contract was terminated before the end of the term specified in the original contract, including whether any available renewal option was not exercised.

Information obtained regarding the Offeror's level of performance on State contracts will be used by the Procurement Officer to determine the responsibility of the Offeror and considered as part of the experience and past performance evaluation criteria of the RFP.

4.4.2.11 Financial Capability (Submit under TAB J)

An Offeror must include in its Proposal a commonly-accepted method to prove its fiscal integrity. If available the Offeror shall include Financial Statements, preferably a Profit and Loss (P&L) statement and a Balance Sheet, for the last two (2) years (independently audited preferred).

In addition, the Offeror may supplement its response to this Section by including one or more of the following with its response:

- a. Dunn and Bradstreet Rating;
- b. Standard and Poor's Rating;
- c. Lines of credit;
- d. Evidence of a successful financial track record; and
- e. Evidence of adequate working capital.

4.4.2.12 Certificate of Insurance (Submit under TAB K)

The Offeror shall provide a copy of its current certificate of insurance showing the types and limits of insurance in effect as of the Proposal submission date. The current insurance types and limits do not have to be the same as described in Section 3.4. See Section 5.6 for the required insurance certificate submission for the recommended Offeror.

4.4.2.13 Legal Action Summary (Submit under TAB M)

This summary shall include:

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

4.4.2.14 Economic Benefit Factors (Submit under TAB N)

The Offeror shall submit with its Proposal a narrative describing benefits that will accrue to the Maryland economy as a direct or indirect result of its performance of this contract. Proposals will be evaluated to assess the benefit to Maryland's economy specifically offered. See COMAR 21.05.03.03A(3).

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

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

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

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

- a. generic statements that the State will benefit from the Offeror's superior performance under the Contract;
- b. descriptions of the number of Offeror employees located in Maryland other than those that will be performing work under this Contract; or
- c. 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 Offeror has committed, including contractual commitments at both prime and, if applicable, subcontract levels. If no new positions or subcontracts are anticipated as a result of this Contract, so state explicitly;
- 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 Additional Required Technical Submissions (TAB O)

4.4.3.1 The following documents shall be completed, signed, and included in the Technical Proposal, each in its own section that follows the material submitted in response to Section 4.4.2.

- a. Completed Bid/Proposal Affidavit (**Attachment B**).
- b. Completed Maryland Living Wage Requirements Affidavit of Agreement (**F-1**).
- c. Completed Conflict of Interest Affidavit and Disclosure (**Attachment G**).
- d. Completed Mercury Affidavit (**Attachment I**).
- e. Completed Location of the Performance of Services Disclosure (**Attachment J**).

Under separate sealed cover from the Technical Proposal and clearly identified in the format identified in Section 4.2 “Proposals,” the Offeror shall submit an original unbound copy, six (6) copies, and an electronic version in Microsoft Word or Microsoft Excel of the Financial Proposal. The Financial Proposal shall contain all price information in the format specified in **Attachment E**. The Offeror shall complete the Financial Proposal Forms P1-P11 only as provided in the Financial Proposal Instructions and the Financial Proposal Form itself.

The Financial Proposal must contain all cost information in the format specified in Proposal Forms P1-P11.

The Offeror must provide firm, fixed monthly premium rates if quoting a fully insured Medicare Advantage plan and fixed monthly administration fees as outlined on the Price Proposal Forms. The MTA expects the Offeror who is awarded a Contract under this solicitation to validate its rates for Contract years 1 through 3 and, its proposal, whenever possible in accordance with standard group health insurance underwriting practices.. Stop-loss rates should also be provided and Offerors should indicate any multi-year rate guarantees applicable to stop-loss coverage.

All fees must be quoted on a fully loaded basis, i.e., fees must include all direct and indirect costs, general and administrative overhead, purchasing burden and profit. No other fees or charges may be added to the Contract after award, nor will the Contractor be compensated on any basis other than the applicable fully loaded rates.

SECTION 5 – EVALUATION COMMITTEE, EVALUATION CRITERIA, AND SELECTION PROCEDURE

5.1 Evaluation Committee

Evaluation of Proposals will be performed in accordance with COMAR 21.05.03 by a committee established for that purpose and based on the evaluation criteria set forth below. The Evaluation Committee will review Proposals, participate in Offeror oral presentations and discussions, and provide input to the Procurement Officer. The Department reserves the right to utilize the services of individuals outside of the established Evaluation Committee for advice and assistance, as deemed appropriate.

5.2 Technical Proposal Evaluation Criteria

The criteria to be used to evaluate each Technical Proposal are listed below in descending order of importance. Unless stated otherwise, any subcriteria within each criterion have equal weight.

5.2.1 Offeror’s Technical Response to RFP Requirements and Work Plan (See RFP § 4.4.2.6)

The State prefers an Offeror’s response to work requirements in the RFP that illustrates a comprehensive understanding of work requirements and mastery of the subject matter, including an explanation of how the work will be done. Proposals which include limited responses to work requirements such as “concur” or “will comply” will receive a lower ranking than those Proposals that demonstrate an understanding of the work requirements and include plans to meet or exceed them. Specifically, Offerors’ Technical Response to RFP Requirements and Work Plan will be evaluated by the following criteria:

5.2.1.1 Provider Networks – Access and Management

- *Geographic Access*
- *National Network Access*
- *Number of providers by county*
- *History/Stability*
- *Quality*
- *Match of top providers used*

5.2.1.2 Administration

- *Claims Administration*
- *Network Access/Referrals*
- *Customer Service Skill*
- *Clinical Management*
- *Interface/enrollment capabilities*

5.2.1.3 Compliance with Specifications

- *Requested Plan Design(s)*
- *Compliance with RFP Instructions*
- *Form Submission*
- *Performance Standards*

5.2.1.4 Client References

5.2.1.5 Data Reporting Capabilities

5.2.2 Experience and Qualifications of Proposed Staff (See RFP § 4.4.2.7)

5.2.3 Offeror Qualifications and Capabilities, including proposed Subcontractors (See RFP § 4.4.2.8 – 4.4.2.14)

5.2.4 Economic Benefit to State of Maryland (See RFP § 4.4.2.14)

5.3 Financial Proposal Evaluation Criteria

All Qualified Offerors (see Section 5.5.2.4) will be ranked from the lowest (most advantageous) to the highest (least advantageous) price based on the Total Proposal Price within the stated guidelines set forth in this RFP and as submitted on the Financial Proposal Forms P1-P11.

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 General

The Contract will be awarded in accordance with the Competitive Sealed Proposals (CSP) method found at COMAR 21.05.03. The Competitive Sealed Proposals method allows for the conducting of discussions and the revision of Proposals during these discussions. Therefore, the State may conduct discussions with all Offerors that have submitted Proposals that are determined to be reasonably susceptible of being selected for contract award or potentially so. However, the State reserves the right to make an award without holding discussions.

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

5.5.2 Selection Process Sequence

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

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

5.5.2.3 The Financial Proposal of each Qualified Offeror (a responsible Offeror determined to have submitted an acceptable Proposal) will be evaluated and ranked separately from the Technical evaluation. After a review of the Financial Proposals of Qualified Offerors, the Evaluation Committee or Procurement Officer may again conduct discussions to further evaluate the Offeror's entire Proposal.

5.5.2.4 When in the best interest of the State, the Procurement Officer may permit Qualified Offerors to revise their initial Proposals and submit, in writing, Best and Final Offers (BAFOs). The State may make an award without issuing a request for a BAFO.

5.5.3 Award Determination

Upon completion of the Technical Proposal and Financial Proposal evaluations and rankings, each Offeror will receive an overall ranking. The Procurement Officer will recommend award of the Contract to the responsible Offeror that submitted the Proposal determined to be the most advantageous to the State. In making this most advantageous Proposal determination, technical factors will receive equal weight with financial factors.

5.6 Documents Required upon Notice of Recommendation for Contract Award

Upon receipt of a Notification of Recommendation for Contract Award, the following documents shall be completed, signed if applicable with original signatures, and submitted by the recommended awardee within ten (10) Business Days, unless noted otherwise. Submit three (3) copies of each of the following documents:

- a. Contract (**Attachment A**),
- b. Contract Affidavit (**Attachment C**),
- c. Non-Disclosure Agreement (**Attachment H**), if applicable; *see **Section 1.37**,
- d. DHR Hiring Agreement, **Attachment K**, if applicable *see **Section 1.41**, and
- e. Copy of a current Certificate of Insurance with the prescribed limits set forth in Section 3.4 "Insurance Requirements," naming the State as an additional insured, if applicable; *see **Section 3.4**.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

RFP ATTACHMENTS

ATTACHMENT A – Contract

This is the sample contract used by the Department. It is provided with the RFP for informational purposes and is not required to be submitted at Proposal submission time. Upon notification of recommendation for award, a completed contract will be sent to the recommended awardee for signature. The recommended awardee must return to the Procurement Officer three (3) executed copies of the Contract within ten (10) Business Days after receipt. Upon Contract award, a fully-executed copy will be sent to the Contractor.

ATTACHMENT B – Bid/Proposal Affidavit

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

ATTACHMENT C – Contract Affidavit

This Attachment must be completed and submitted by the recommended awardee to the Procurement Officer within ten (10) Business Days of receiving notification of recommendation for award.

ATTACHMENT D – Pre-Proposal Conference Response Form

It is requested that this form be completed and submitted as described in Section 1.6 by those potential Offerors that plan on attending the Pre-Proposal Conference.

ATTACHMENT E – Financial Proposal Instructions and Forms

The Financial Proposal Forms (P1-P11) must be completed and submitted in the Financial Proposal package. **These include:**

- Proposal Form P1 – Financial Questionnaire
- Proposal Form P2-P4 Monthly Rates/Fees
- Proposal Form P5-P6 Network Fee Schedule/U&C
- Proposal Form P7 Fully Insured Medicare Advantage Rates
- Proposal Form P8 –P11 Vision Price Forms

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

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

ATTACHMENT G – Conflict of Interest Affidavit and Disclosure

If required (see Section 1.36), this Attachment must be completed and submitted with the Technical Proposal.

ATTACHMENT H – Non-Disclosure Agreement

This Document must be completed and submitted as directed in RFP Section 1.37 for potential Offerors to obtain information necessary to complete their proposal. The data that will be provided once the Non-Disclosure is submitted is:

- Employee Census
- Exhibit I-Enrollment History Medical
- Exhibit II- Large Claims
- Exhibit III- Vision Enrollment
- Exhibit IV- Medical Plan Claims
- Exhibit V - Vision Claims

If required (see Section 1.37), this Attachment must be completed and submitted within ten (10) Business Days of receiving notification of recommendation for award. However, to expedite processing, it is suggested that this document be completed and submitted with the Technical Proposal. This document is also required for potential Contractors to receive data necessary for them to prepare a proposal as described in the RFP.

ATTACHMENT I – Mercury Affidavit

If required (see Section 1.40), this Attachment must be completed and submitted with the Technical Proposal.

ATTACHMENT J – Location of the Performance of Services Disclosure

If required (see Section 1.41), this Attachment must be completed and submitted with the Technical Proposal.

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

If required (see Section 1.42), this Attachment is to be completed and submitted within ten (10) Business Days of receiving notification of recommendation for award.

ATTACHMENT L – ADDITIONAL TECHNICAL PROPOSAL FORMS

The Additional Technical Proposal Forms must be completed and submitted with the Technical Proposal package. These include:

- Proposal Form T1 – Technical Questionnaire
- Proposal Form T2-T5 Benefit Summaries
- Proposal Form T6- T9 Medical Networks by County
- Proposal Form T10-T17 Disruption Analysis Medical Plans
- Proposal Form T18 Network Access Summary
- Proposal Form T19 Vision Network by County
- Proposal Form T20 Disruption Analysis Vision
- Proposal Form T21- Deviations to Specifications

ATTACHMENT M – CURRENT MEDICAL AND VISION PLAN DESCRIPTIONS

MTA-1400 A
MTA UNION MEDICAL/VISION HEALTH PLAN

THIS CONTRACT (the “Contract”) is made this (“Xth”) day of (month), (year) by and between (Contractor’s name) and the STATE OF MARYLAND, acting through the Maryland Transit Administration.

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 Department employee identified in Section 1.2 of the RFP as the Contract Monitor.
- 1.3 “Contractor” means (Contractor’s name) whose principal business address is (Contractor’s primary address) and whose principal office in Maryland is (Contractor’s local address).
- 1.4 “Department” means the Maryland Transit Administration.
- 1.5 “Financial Proposal” means the Contractor’s Financial Proposal dated (Financial Proposal date).
- 1.6 “Procurement Officer” means the Department employee identified in Section 1.5 of the RFP as the Procurement Officer.
- 1.7 “RFP” means the Request for Proposals for (solicitation title) Solicitation # (solicitation number), 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 (Technical Proposal date).

2. Scope of Contract

- 2.1 The Contractor shall provide deliverables, programs, goods, and services specific to the Contract awarded in accordance with Exhibits A-C listed in this section and incorporated as part of this Contract. 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:

- The Contract
- The Request for Proposal (RFP) with addenda(s)
- The Proposal (Technical and Financial) with BAFO(s)

- 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 While the Procurement Officer may, at any time, by written change order, make unilateral changes in the work within the general scope of the Contract as provided in Section 2.2 above, the Contract may be modified by mutual agreement of the parties, provided: (a) the modification is made in writing; (b) all parties sign the modification; and (c) all approvals by the required agencies as described in COMAR Title 21, are obtained.

3. Period of Performance.

- 3.1 The term of this Contract begins on the date the Contract is signed by the Department following any required approvals of the Contract, including approval by the Board of Public Works, if such approval is required. The Contractor shall provide services under this Contract as of the Go-Live date contained in the written Notice to Proceed. From this Go-Live date, the Contract shall be for a period of approximately **(number of years of base term of Contract)** years **(change to months if necessary)** beginning **(anticipated Contract start date)** and ending on **(anticipated end date of base term of Contract)**.
- 3.2 Further, this Contract may be extended for **(number of Option Years)** periods of one year each at the sole discretion of the Department and at the prices quoted in the Bid for Option Years. **(Delete this section if there are no Option Years, and change the numbering of the next section to 3.2).**
- 3.3 Audit, confidentiality, document retention, and indemnification obligations under this Contract shall survive expiration or termination of the Contract.

4. Consideration and Payment

- 4.1 In consideration of the satisfactory performance of the work set forth in this Contract, the Department shall pay the Contractor in accordance with the terms of this Contract and at the prices quoted 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 \$ **(Not-to-Exceed amount)**.
- 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 or Social Security Number for a Contractor who is an individual which is **(Contractor's FEIN or SSN)**. Charges for late payment of invoices other than as prescribed at Md. Code Ann., State Finance and Procurement Article, §15-104 as from time-to-time amended, 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 Payment of an invoice by the Department is not evidence that services were rendered as required under this Contract.
- 4.4 Contractor's eMarylandMarketplace vendor ID number is **(Contractor's eMM number)**.

5. Rights to Records

- 5.1 The Contractor agrees that all documents and materials including, but not limited to, software, software-produced 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. Confidentiality

8.1 Subject to the Maryland Public Information Act and any other applicable laws including, without limitation, HIPAA, the HI-TECH ACT, and the Maryland Medical Records Act, 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 This Section 8 shall survive expiration or termination of this Contract.

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 This indemnification clause shall not be construed to mean that the Contractor shall indemnify the State against liability for any losses, damages, claims, suits, actions, liabilities, and/or expenses that are attributable to the sole negligence of the State or the State's employees.

10.3 The State of Maryland 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 performance under this Contract.

10.4 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 performance under this Contract.

10.5 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.

10.6 This Section 10 shall survive termination of 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 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.

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 Default

If the Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the termination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

18. Termination for Convenience

The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract; 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. All records related in any way to the Contract are to be retained for the entire time provided under this section. This Section 24 shall survive expiration or termination of the Contract.

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 subcontracting 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/Proposal.

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/Proposal, 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 Procurement Officer, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the Procurement Officer provided, however, that a contractor may assign monies receivable under a contract after due notice to the State. Any subcontracts shall include such language as may be required in various clauses contained within this Contract, exhibits, and attachments. The Contract shall not be assigned until all approvals, documents, and affidavits are completed and properly registered. The State shall not be responsible for fulfillment of the Contractor's obligations to its subcontractors.

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

32. Contract Monitor and Procurement Officer

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 Procurement Officer 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: **Lisa Dunlap, CPPB**
Procurement Officer
6 St. Paul St., 7th Floor
Baltimore, MD 21202

If to the Contractor: _____

34. Hiring Agreement

The Contractor agrees to execute and comply with the enclosed Maryland Department of Human Resources (DHR) Hiring Agreement (Attachment K). The Hiring Agreement is to be executed by the Bidder/Offeror and delivered to the Procurement Officer within ten (10) Working Days following receipt of notice by the Bidder/Offeror that it is being recommended for contract award. The Hiring Agreement will become effective concurrently with the award of the contract.

The Hiring Agreement provides that the Contractor and DHR will work cooperatively to promote hiring by the Contractor of qualified individuals for job openings resulting from this procurement, in accordance with Md. Code Ann., State Finance and Procurement Article §13-224.

35. Miscellaneous

- 35.1 Any provision of this Contract which contemplates performance or observance subsequent to any termination or expiration of this contract shall survive termination or expiration of this contract and continue in full force and effect.
- 35.2 If any term contained in this contract is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such term shall be severed from this contract, and the remaining terms contained herein shall continue in full force and effect, and shall in no way be affected, prejudiced, or disturbed thereby.

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

CONTRACTOR

STATE OF MARYLAND
Maryland Transit Administration

By:

By: (name and title of Department Head)

Or designee:

Or designee:

Date

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

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned Bidder/Offeror hereby certifies and agrees that the following information is correct: In preparing its Bid/Proposal on this project, the Bidder/Offeror has considered all 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/Proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the Bid/Proposal. As part of its Bid/Proposal, the Bidder/Offeror herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the Bidder/Offeror discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder/Offeror agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES.

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

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

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

B-2. CERTIFICATION REGARDING VETERAN-OWNED SMALL BUSINESS ENTERPRISES.

The undersigned Bidder/Offeror hereby certifies and agrees that it has fully complied with the State veteran-owned small business enterprise law, State Finance and Procurement Article, § 14-605, Annotated Code of Maryland, which provides that a person may not:

- (1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;
- (2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a Bid/Proposal preference or a procurement contract;
- (3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.12; or
- (6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of § B-2(1)-(5) of this regulation.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

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

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

- (1) Been convicted under state or federal statute of:
 - (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
 - (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of Bids/Proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, § 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of § 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of Bids/Proposals for a public or private contract;

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

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the Bid/Proposal price of the Bidder/Offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying Bid/Proposal is submitted.

I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

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

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

(1) The undersigned certifies that, in accordance with State Finance and Procurement Article, §17-705, Annotated Code of Maryland:

(a) It is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland; and

(b) It is not engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland.

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

L. CONFLICT MINERALS ORIGINATED IN THE DEMOCRATIC REPUBLIC OF CONGO (FOR SUPPLIES AND SERVICES CONTRACTS)

I FURTHER AFFIRM THAT:

The business has complied with the provisions of State Finance and Procurement Article, §14-413, Annotated Code of Maryland governing proper disclosure of certain information regarding conflict minerals originating in the Democratic Republic of Congo or its neighboring countries as required by federal law.

M. ACKNOWLEDGEMENT

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

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

Date: _____

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

_____ (signature of Authorized Representative and Affiant)

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

A. AUTHORITY

I hereby affirm that I, _____ (name of affiant) am the _____ (title) and duly authorized representative of _____ (name of business entity) and that I possess the legal authority to make this affidavit on behalf of the business for which I am acting.

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

I FURTHER AFFIRM THAT:

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

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

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

Name and Department ID

Number: _____ Address: _____

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

Name and Department ID

Number: _____ Address: _____

C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

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

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, §§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/Proposal, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
 - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
 - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
 - (c) Prohibit its employees from working under the influence of drugs or alcohol;
 - (d) Not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
 - (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
 - (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
 - (i) The dangers of drug and alcohol abuse in the workplace;
 - (ii) The business's policy of maintaining a drug and alcohol free workplace;
 - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
 - (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §E(2)(b), above;
 - (h) Notify its employees in the statement required by §E(2)(b), above, that as a condition of continued employment on the contract, the employee shall:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
 - (i) Notify the procurement officer within 10 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
 - (j) Within 30 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
 - (i) Take appropriate personnel action against an employee, up to and including termination; or
 - (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

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

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

(4) I acknowledge and agree that:

(a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;

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

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

F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated _____, 201____, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

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

Date: _____

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

_____ (signature of Authorized Representative and Affiant)

ATTACHMENT D – PRE-PROPOSAL CONFERENCE RESPONSE FORM

**Solicitation Number MTA 1400A
MTA UNION MEDICAL/VISION HEALTH PLAN**

A Pre-Proposal Conference will be held at **Maryland Transit Administration, 10:00AM local time on May 30, 2014, at 6 St. Paul Street, 7th Floor, Conference Room # 731-732, and Baltimore, MD 21202.** Please return this form by **Wednesday May 28, 2014**, advising whether or not you plan to attend.

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

Lisa Dunlap, CPPB
Contract Division
6 St. Paul, 7th Floor
Baltimore, MD 21202
Email: ldunlap2@mta.maryland.gov
Fax #: (410) 333-4810

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 § 1.7 “Pre-Proposal Conference”):

Signature

Title

Name of Firm (please print)

ATTACHMENT E – FINANCIAL PROPOSAL INSTRUCTIONS

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

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

- A) All Unit and Extended Prices must be clearly entered in dollars and cents, e.g., \$24.15. Make your decimal points clear and distinct.
- B) All Unit Prices must be the actual price per unit the State will pay for the specific item or service identified in this RFP and may not be contingent on any other factor or condition in any manner.
- C) All calculations shall be rounded to the nearest cent, i.e., .344 shall be .34 and .345 shall be .35.
- D) Any goods or services required through this RFP and proposed by the vendor at **No Cost to the State** must be clearly entered in the Unit Price, if appropriate, and Extended Price with **\$0.00**.
- E) Every blank in every Financial Proposal Form shall be filled in. Any changes or corrections made to the Financial Proposal Form by the Offeror prior to submission shall be initialed and dated.
- F) Except as instructed on the Financial Proposal Form, nothing shall be entered on or attached to the Financial Proposal Form that alters or proposes conditions or contingencies on the prices. Alterations and/or conditions may render the Proposal not reasonably susceptible of being selected for award.
- G) It is imperative that the prices included on the Financial Proposal Form have been entered correctly and calculated accurately by the Offeror and that the respective total prices agree with the entries on the Financial Proposal Form. Any incorrect entries or inaccurate calculations by the Offeror will be treated as provided in COMAR 21.05.03.03E and 21.05.02.12, and may cause the Proposal to be rejected.
- H) If option years are included, Offerors must submit pricing for each option year. Any option to renew will be exercised at the sole discretion of the State and will comply with all terms and conditions in force at the time the option is exercised. If exercised, the option period shall be for a period identified in the RFP at the prices entered in the Financial Proposal Form.
- I) All Financial Proposal prices entered below are to be fully loaded prices that include all costs/expenses associated with the provision of services as required by the RFP. The Financial Proposal price shall include, but is not limited to, all: labor, profit/overhead, general operating, administrative, and all other expenses and costs necessary to perform the work set forth in the solicitation. No other amounts will be paid to the Contractor. If labor rates are requested, those amounts shall be fully-loaded rates; no overtime amounts will be paid.
- J) Unless indicated elsewhere in the RFP, sample amounts used for calculations on the Financial Proposal Forms are typically estimates for evaluation purposes only. Unless stated otherwise in the RFP, the Department does not guarantee a minimum or maximum number of units or usage in the performance of this Contract.
- K) Failure to adhere to any of these instructions may result in the Proposal being determined not reasonably susceptible of being selected for award.

ATTACHMENT E – FINANCIAL PROPOSAL FORMS
--

FINANCIAL PROPOSAL FORMS P1-P11

SECTION A – GENERAL

1. Please provide a list and description of any pricing/fees for client reports that are not part of standard reporting package.
2. If ID cards may be customized, please provide any cost, as well as any limitations, associated with the customization.

SECTION B - MEDICAL

1. Will you offer MTA an implementation allowance? Please specify amount and how/when credit or payment is given for this.
2. Are you willing to provide MTA an annual wellness budget? Please specify the annual amount. Will you provide an allowance for 2015 and all future years? Please describe.
3. Are there any restrictions on use of the wellness budget? If yes, please describe.
4. Explain in detail, for all types of plans, how retention/fees are charged (i.e., by employee, as percent of claims dollars, by claim transaction).
5. Describe off-anniversary termination penalties, if any, which may apply.
6. Are your fees for the ASO -alternative funding quoted on a first-year non-mature basis, or on a mature basis?
7. If on a non-mature basis, what would your fees be for the first year if they were on a mature year basis?
8. If the contract were terminated at the end of year one, would you charge a fee to process the run-out? Address for all funding options you are proposing.
9. If yes, what would that fee be?
10. Are you willing to guarantee any rates/fees beyond the first year of your contract?
11. Indicate whether billing statements and accompanying paid claims detail are available online to the MTA's benefits personnel. Provide a thorough explanation of how paid claim reports are reconciled to billing invoices.
12. Are you willing to put the administrative fees for your clinical management programs at risk if the targeted plan savings are not achieved in years 2 and beyond of the contract?
13. What second and third year renewal guarantees will you provide with regard to quoted fixed costs for the alternative funding arrangement?
14. Will your organization assume the role of claim fiduciary if requested under the alternative funding arrangements? If so, please identify any additional costs to serve as plan fiduciary under the self-funded arrangement.
15. What, if any, costs are associated with the provision of a toll-free customer service line?
16. Identify any/all costs associated with data interface, reporting and coordination of DM programs if Rx is carved out to separate PBM.
17. MTA is soliciting proposals for a Pharmacy Benefits Manager under a separate RFP. Would you be willing to extend the Specific Stop-loss coverage to Prescription Drug benefits if the Rx is placed with another vendor? If yes, please outline your stop-loss rate to include this and any other fees that would apply.

18. If you are willing to provide 24 hour customer service access? Please detail the cost and describe the specific service that will be provided for the additional cost. Specific qualifications of the person/persons providing the 24-hour service must be included.
19. If you are willing to provide 24 hour customer service access, what, if any, costs are associated with that service?
20. If you are proposing a 24 hour nurse help-line as part of your Care Management proposal, what, if any, costs are associated with that service?
21. Does your proposal include any capitated services? If yes, please identify on the appropriate bid form.
22. Confirm billing for fees/fixed costs will be self-administered.
23. Explain your banking arrangements, confirm no advance deposits or prefunding of claims is required.
24. Please list and provide a description of and pricing for any client reports that are not part of your standard reporting package.
25. Please indicate any reductions in your quoted rates or fees if you are awarded multiple lines of coverage under the separate RFP's MTA has issued and you have responded to (Medical, Rx, Dental and Vision).
26. Please provide the average discount percentage and the percent of claims paid, for each network, to non-regulated (HSCRC) outpatient facilities located in Maryland.
27. How do you determine the payment basis you will use for non-network claims? Do you use reasonable and customary expense allowances? If so, what percentile is applied and what data sources are accessed for surgical and non-surgical services? Do you retain any portion of the savings that is negotiated?

SECTION C-VISION

1. How are retention/fees are charged (i.e., by employee, as percent of claims dollars, by claim transaction)?
2. Confirm you have quoted your fee on a PMPM basis.
3. Describe off-anniversary termination penalties, if any, which may apply.
4. If the contract were terminated at the end of year one, would you charge a fee to process the run-out? If yes, what would that fee be?
5. Are you willing to guarantee any fees beyond the first year of your contract? If yes, what second and third year renewal guarantees will you provide.
6. What, if any, participation requirements do your quoted rates assume?
7. Indicate whether billing statements and accompanying paid claims detail are available online to the MTA benefits personnel. Provide a thorough explanation of how paid claim reports are reconciled to billing invoices.

8. Confirm you agree to self-administer billing for administrative fees.
9. What, if any, costs are associated with the provision of a toll-free customer service line?
10. If you are willing to provide 24 hour customer service access, what, if any, costs are associated with that service?
11. Explain your banking arrangements, confirm no advance funding of claims is required.
12. Please list and provide a description of and pricing for any client reports that are not part of your standard reporting package.
13. Please describe any performance guarantees you are willing to offer MTA.

MONTHLY RATES/FEEES

ASO

MTA PPO - CURRENT PLAN

	First Year Non- Mature	First Year Mature	Guaranteed Second Year
<u>Fees - (PEPM)</u>			
Admin Fee - PPO			
Admin Fee - PPO Med. Supp.			
Network Access Fee - PPO			
UR/UM Programs - PPO			
RX Data Transfer Fee if carved out			
Disease Management Programs - PPO			
Specific Stop-Loss @ \$400K, no aggregate			
Specific Stop-Loss @ \$500K, no aggregate			
Nurse Line			
Other (please specify)			
<u>Expected Claims (PEPM)</u>			
PPO/ Medical			
PPO/Medicare Supp			

Assumptions	12/12	w/Terminal Liability	Straight Paid
-------------	-------	-------------------------	---------------

MONTHLY RATES/FEES

ASO

MTA HMO - CURRENT PLAN

First Year Non- Mature	First Year Mature	Guaranteed Second Year
---------------------------	-------------------	---------------------------

Fees - (PEPM)

Admin Fee - HMO			
Admin Fee - HMO Med. Supp.			
Network Access Fee - HMO			
UR/UM Programs - HMO			
RX Data Transfer Fee if carved out			
Disease Management Programs - HMO			
Specific Stop-Loss @ \$400K, no aggregate			
Specific Stop-Loss @ \$500K, no aggregate			
Nurse Line			
Other (please specify)			

Expected Claims (PEPM)

HMO/ Medical			
HMO/Medicare Supp			

Assumptions

12/12

w/Terminal
Liability

Straight Paid

MONTHLY RATES/FEEES

ASO

MTA TRADITIONAL - CURRENT PLAN

First Year Non- Mature	First Year Mature	Guaranteed Second Year
---------------------------	-------------------	---------------------------

Fees - (PEPM)

Admin Fee - HMO			
Admin Fee - HMO Med. Supp.			
Network Access Fee - HMO			
UR/UM Programs - HMO			
RX Data Transfer Fee if carved out			
Disease Management Programs - HMO			
Specific Stop-Loss @ \$400K, no aggregate			
Specific Stop-Loss @ \$500K, no aggregate			
Nurse Line			
Other (please specify)			

Expected Claims (PEPM)

HMO/ Medical			
HMO/Medicare Supp			

Assumptions

12/12

w/Terminal
Liability

Straight Paid

U&C CHARGES/NETWORK FEES

Baltimore Md 21202

PPO -TOP PROCEDURES

CODE	PROCEDURE	PPO	
		In-Network	Out of Network
99214	OFFICE OR OTHER OUTPATIENT VISIT FOR THE EVALUATION AND		
99213	OFFICE OR OTHER OUTPATIENT VISIT FOR THE EVALUATION AND		
J1745	INJECTION, INFLIXIMAB, 10 MG (NDC 57894003001) (REMICADE)		
99285	EMERGENCY DEPARTMENT VISIT FOR THE EVALUATION AND		
99203	OFFICE OR OTHER OUTPATIENT VISIT FOR THE EVALUATION AND		
99284	EMERGENCY DEPARTMENT VISIT FOR THE EVALUATION AND		
J2357	OMALIZUMAB (XOLAIR) 5MG		
99215	OFFICE OR OTHER OUTPATIENT VISIT FOR THE EVALUATION AND		
99204	OFFICE OR OTHER OUTPATIENT VISIT FOR THE EVALUATION AND		
99244	OFFICE CONSULTATION FOR A NEW OR ESTABLISHED PATIENT WHICH		
99283	EMERGENCY DEPARTMENT VISIT FOR THE EVALUATION AND		
99396	PERIODIC PREVENTIVE MEDICINE REEVALUATION AND MANAGEMENT		
97110	THERAPEUTIC PROCEDURE, ONE OR MORE AREAS, EACH 15		
88305	LEVEL IV - SURGICAL PATHOLOGY, GROSS AND MICROSCOPIC		
J3357	INJECTION, USTEKINUMAB, 1 MG (NEW CODE, EFFECTIVE 1/1/2011		
59400	ROUTINE OBSTETRIC CARE INCLUDING ANTEPARTUM CARE, VAGINAL		
99212	OFFICE OR OTHER OUTPATIENT VISIT FOR THE EVALUATION AND		
99243	OFFICE CONSULTATION FOR A NEW OR ESTABLISHED PATIENT WHICH		
00810	ANESTHESIA FOR LOWER INTESTINAL ENDOSCOPIC PROCEDURES,		
G0202	SCREENING MAMMOGRAPHY, PRODUCING DIRECT DIGITAL IMAGE,		
97140	MANUAL THERAPY TECHNIQUES (EG, MOBILIZATION/MANIPULATION,		
99232	SUBSEQUENT HOSPITAL CARE, PER DAY, FOR THE EVALUATION		
73721	MAGNETIC RESONANCE (EG, PROTON) IMAGING, ANY JOINT OF LOWE		
00840	ANESTHESIA FOR INTRAPERITONEAL PROCEDURES IN LOWER ABDOMEN		
70553	MAGNETIC RESONANCE (EG, PROTON) IMAGING, BRAIN (INCLUDING		
90806	INDIVIDUAL PSYCHOTHERAPY, INSIGHT ORIENTED, BEHAVIOR		
93306	ECHOCARDIOGRAPHY, TRANSTHORACIC, REAL-TIME WITH IMAGE		
E0601	CONTINUOUS AIRWAY PRESSURE (CPAP) DEVICE		
72148	MAGNETIC RESONANCE (E.G., PROTON) IMAGING, SPINAL CANAL		
74177	COMPUTED TOMOGRAPHY, ABDOMEN AND PELVIS; WITH CONTRAST		
78452	MYOCARDIAL PERFUSION IMAGING, TOMOGRAPHIC (SPECT)(INCLUDIN		
99245	OFFICE CONSULTATION FOR A NEW OR ESTABLISHED PATIENT WHICH		
T2022	CASE MANAGEMENT; PER MONTH		
L3000	FOOT, INSERT, REMOVABLE, MOLDED TO PATIENT MODEL, "UCB"		
27447	ARTHROPLASTY, KNEE, TOTAL; CONDYLE AND PLATEAU		

93000	ELECTROCARDIOGRAM, ROUTINE ECG WITH AT LEAST 12 LEADS;		
99395	PERIODIC PREVENTIVE MEDICINE REEVALUATION AND MANAGEMENT		
76942	ULTRASONIC GUIDANCE FOR NEEDLE PLACEMENT (EG, BIOPSY,		
99233	SUBSEQUENT HOSPITAL CARE, PER DAY, FOR THE EVALUATION		
87591	INFECTIOUS AGENT DETECTION BY NUCLEIC ACID (DNA OR		
95810	POLYSOMNOGRAPHY; SLEEP STAGING WITH 4 OR MORE ADDITIONAL		
99223	INITIAL HOSPITAL CARE, PER DAY, FOR THE EVALUATION AND		
87491	INFECTIOUS AGENT DETECTION BY NUCLEIC ACID (DNA OR		
59510	ROUTINE OBSTETRIC CARE INCLUDING ANTEPARTUM CARE, CESAREAN		
80061	LIPID PANEL		
99202	OFFICE OR OTHER OUTPATIENT VISIT FOR THE EVALUATION AND		
90649	HUMAN PAPILLOMA VIRUS (HPV) VACCINE, TYPES 6, 11, 16, 18		
99291	CRITICAL CARE, EVALUATION AND MANAGEMENT OF THE		
00740	ANESTHESIA FOR UPPER GASTROINTESTINAL ENDOSCOPIC		
20610	ARTHROCENTESIS, ASPIRATION AND/OR INJECTION; MAJOR JOINT O		
82306	CALCIFEDIOL (25-OH VITAMIN D-3)		
00790	ANESTHESIA FOR INTRAPERITONEAL PROCEDURES IN UPPER		
76830	ECHOGRAPHY, TRANSVAGINAL (4.02.06A) (4.02.01A)		
90834			
45378	COLONOSCOPY, FLEXIBLE, PROXIMAL TO SPLENIC FLEXURE;		
99205	OFFICE OR OTHER OUTPATIENT VISIT FOR THE EVALUATION AND		
95811	POLYSOMNOGRAPHY; SLEEP STAGING WITH 4 OR MORE ADDITIONAL		
45380	COLONOSCOPY, FLEXIBLE, PROXIMAL TO SPLENIC FLEXURE;		
A0428	AMBULANCE SERVICE, BASIC LIFE SUPPORT		
72141	MAGNETIC RESONANCE (E.G., PROTON) IMAGING, SPINAL CANAL		
A4353	INTERMITTENT URINARY CATHETER, WITH INSERTION SUPPLIES		
90471	IMMUNIZATION ADMINISTRATION (INCLUDES PERCUTANEOUS,		
01967	NEURAXIAL LABOR ANALGESIA/ANESTHESIA FOR PLANNED VAGINAL		
99394	PERIODIC PREVENTIVE MEDICINE REEVALUATION AND MANAGEMENT		
E1390	OXYGEN CONCENTRATOR, CAPABLE OF DELIVERING 85 PERCENT OR		
80101	DRUG, SCREEN, QUALITATIVE; SINGLE DRUG CLASS METHOD		
92014	OPHTHALMOLOGICAL SERVICES: MEDICAL EXAMINATION AND		
A6549	GRADIENT COMPRESSION STOCKING, NOT OTHERWISE SPECIFIED		
87798	INFECTIOUS AGENT DETECTION BY NUCLEIC ACID (DNA OR		
00797	ANESTHESIA FOR INTRAPERITONEAL PROCEDURES IN UPPER		
97014	APPLICATION OF A MODALITY TO ONE OR MORE AREAS; ELECTRICAL		
E0471	RESPIRATORY ASSIST DEVICE, BI-LEVEL PRESSURE CAPABILITY,		
A7034	NASAL INTERFACE (MASK OR CANNULA TYPE) USED WITH POSITIVE		
71020	RADIOLOGIC EXAMINATION, CHEST, TWO VIEWS, FRONTAL AND		
97112	THERAPEUTIC PROCEDURE, ONE OR MORE AREAS, EACH 15		
99393	PERIODIC COMPREHENSIVE PREVENTIVE MEDICINE REEVALUATION AN		
80053	COMPREHENSIVE METABOLIC PANEL		
A7030	FULL FACE MASK USED WITH POSITIVE AIRWAY PRESSURE DEVICE,		
76856	ECHOGRAPHY, PELVIC (NON-OBSTETRIC), B-SCAN AND/OR REAL		
43239	UPPER GASTROINTESTINAL ENDOSCOPY INCLUDING ESOPHAGUS,		
01402	ANESTHESIA FOR OPEN PROCEDURES ON KNEE JOINT;		

99386	INITIAL PREVENTIVE MEDICINE EVALUATION AND MANAGEMENT OF		
80050	GENERAL HEALTH PANEL		
E0463	PRESSURE SUPPORT VENTILATOR WITH VOLUME CONTROL MODE, MAY		
66984	EXTRACAPSULAR CATARACT REMOVAL WITH INSERTION OF		
73221	MAGNETIC RESONANCE (EG, PROTON) IMAGING; ANY JOINT OF UPPE		
83036	HEMAGLOBIN; GLYCATED		
A0429	AMBULANCE SERVICE, BASIC LIFE SUPPORT		
99385	INITIAL PREVENTIVE MEDICINE EVALUATION AND MANAGEMENT		
96413	CHEMOTHERAPY ADMINISTRATION, INTRAVENOUS; INFUSION		
81211	BRAC1, BRACA2 (BREAST CANCER 1 AND 2)		
88175	CYTOPATHOLOGY, CERVICAL OR VAGINAL (ANY REPORTING SYSTEM),		
97530	THERAPEUTIC ACTIVITIES, DIRECT (ONE ON ONE) PATIENT		
74176	COMPUTED TOMOGRAPHY, ABDOMEN AND PELVIS; WITHOUT CONTRAST		
01400	ANESTHESIA FOR ARTHROSCOPIC PROCEDURES OF ANKLE AND OR FOO		
99222	INITIAL HOSPITAL CARE, PER DAY, FOR THE EVALUATION AND		
70551	MAGNETIC RESONANCE (E.G., PROTON) IMAGING; BRAIN (INCLUDIN		
A0427	AMBULANCE SERVICE, ADVANCED LIFE		
90378	RESPIRATORY SYNCYTIAL VIRUS IMMUNE GLOBULIN (RSV-IGIM),		
85025	BLOOD COUNT; COMPLETE (CBC), AUTOMATED (HGB, HCT, RBC, WBC		

U&C CHARGES/NETWORK FEES

Baltimore Md 21202

HMO -TOP PROCEDURES

		HMO
CODE	PROCEDURE	In-Network
99214	OFFICE OR OTHER OUTPATIENT VISIT FOR THE EVALUATION AND	
99213	OFFICE OR OTHER OUTPATIENT VISIT FOR THE EVALUATION AND	
99285	EMERGENCY DEPARTMENT VISIT FOR THE EVALUATION AND	
J2505	INJECTION, PEGFILGRASTIN, 6 MG	
99215	OFFICE OR OTHER OUTPATIENT VISIT FOR THE EVALUATION AND	
99284	EMERGENCY DEPARTMENT VISIT FOR THE EVALUATION AND	
97110	THERAPEUTIC PROCEDURE, ONE OR MORE AREAS, EACH 15	
J0878	INJECTION, DAPTOMYCIN, 1 MG	
99203	OFFICE OR OTHER OUTPATIENT VISIT FOR THE EVALUATION AND	
99244	OFFICE CONSULTATION FOR A NEW OR ESTABLISHED PATIENT WHICH	
99232	SUBSEQUENT HOSPITAL CARE, PER DAY, FOR THE EVALUATION	
99396	PERIODIC PREVENTIVE MEDICINE REEVALUATION AND MANAGEMENT	
G0202	SCREENING MAMMOGRAPHY, PRODUCING DIRECT DIGITAL IMAGE,	
99291	CRITICAL CARE, EVALUATION AND MANAGEMENT OF THE	
99204	OFFICE OR OTHER OUTPATIENT VISIT FOR THE EVALUATION AND	
99283	EMERGENCY DEPARTMENT VISIT FOR THE EVALUATION AND	
97140	MANUAL THERAPY TECHNIQUES (EG, MOBILIZATION/MANIPULATION,	
99243	OFFICE CONSULTATION FOR A NEW OR ESTABLISHED PATIENT WHICH	
00810	ANESTHESIA FOR LOWER INTESTINAL ENDOSCOPIC PROCEDURES,	
90960	DLYSIS PER ICUL CANNULA INSERTION	
88305	LEVEL IV - SURGICAL PATHOLOGY, GROSS AND MICROSCOPIC	
K0606	AUTOMATIC EXTERNAL DEFIBRILLATOR, WITH INTEGRATED	
90806	INDIVIDUAL PSYCHOTHERAPY, INSIGHT ORIENTED, BEHAVIOR	
72148	MAGNETIC RESONANCE (E.G., PROTON) IMAGING, SPINAL CANAL	
T2022	CASE MANAGEMENT; PER MONTH	
93306	ECHOCARDIOGRAPHY, TRANSTHORACIC, REAL-TIME WITH IMAGE	
99223	INITIAL HOSPITAL CARE, PER DAY, FOR THE EVALUATION AND	
78452	MYOCARDIAL PERFUSION IMAGING, TOMOGRAPHIC (SPECT)(INCLUDIN	
99212	OFFICE OR OTHER OUTPATIENT VISIT FOR THE EVALUATION AND	
99233	SUBSEQUENT HOSPITAL CARE, PER DAY, FOR THE EVALUATION	
99395	PERIODIC PREVENTIVE MEDICINE REEVALUATION AND MANAGEMENT	
93000	ELECTROCARDIOGRAM, ROUTINE ECG WITH AT LEAST 12 LEADS;	
77418	INTENSITY MODULATED TREATMENT DELIVERY, SINGLE OR MULTIPLE	
74176	COMPUTED TOMOGRAPHY, ABDOMEN AND PELVIS; WITHOUT CONTRAST	
A0427	AMBULANCE SERVICE, ADVANCED LIFE	
00740	ANESTHESIA FOR UPPER GASTROINTESTINAL ENDOSCOPIC	

95810	POLYSOMNOGRAPHY; SLEEP STAGING WITH 4 OR MORE ADDITIONAL	
19357	BREAST RECONSTRUCTION, IMMEDIATE OR DELAYED, WITH TISSUE	
73721	MAGNETIC RESONANCE (EG, PROTON) IMAGING, ANY JOINT OF LOWE	
97112	THERAPEUTIC PROCEDURE, ONE OR MORE AREAS, EACH 15	
92014	OPHTHALMOLOGICAL SERVICES: MEDICAL EXAMINATION AND	
70553	MAGNETIC RESONANCE (EG, PROTON) IMAGING, BRAIN (INCLUDING	
59400	ROUTINE OBSTETRIC CARE INCLUDING ANTEPARTUM CARE, VAGINAL	
74177	COMPUTED TOMOGRAPHY, ABDOMEN AND PELVIS; WITH CONTRAST	
90834		
99245	OFFICE CONSULTATION FOR A NEW OR ESTABLISHED PATIENT WHICH	
E1390	OXYGEN CONCENTRATOR, CAPABLE OF DELIVERING 85 PERCENT OR	
J2469	PALONOSETRON HCL (ALOXI) 25MCG	
45378	COLONOSCOPY, FLEXIBLE,PROXIMAL TO SPLENIC FLEXURE;	
E0601	CONTINUOUS AIRWAY PRESSURE (CPAP) DEVICE	
A0431	AMBULANCE SERVICE, CONVENTIONAL SERVICES, TRANSPORT,	
43644	LAPAROSCOPY, SURGICAL, GASTRIC RESTRICTIVE PROCEDURE; WITH	
66984	EXTRACAPSULAR CATARACT REMOVAL WITH INSERTION OF	
77427	RADIATION TREATMENT MANAGEMENT, FIVE TREATMENTS	
36478	ENDOVENOUS ABLATION THERAPY OF INCOMPETENT VEIN,	
78815	TUMOR IMAGING, PET WITH CONCURRENTLY ACQUIRED CT FOR	
J9171	INJECTION, DOCETAXEL, 1 MG. (EFFECTIVE 1/1/10)	
97530	THERAPEUTIC ACTIVITIES, DIRECT (ONE ON ONE) PATIENT	
00840	ANESTHESIA FOR INTRAPERITONEAL PROCEDURES IN LOWER ABDOMEN	
97014	APPLICATION OF A MODALITY TO ONE OR MORE AREAS; ELECTRICAL	
59510	ROUTINE OBSTETRIC CARE INCLUDING ANTEPARTUM CARE, CESAREAN	
S9503	HOME INFUSION THERAPY, ANTIBIOTIC, ANTIVIRAL, OR ANTIFUNGA	
99205	OFFICE OR OTHER OUTPATIENT VISIT FOR THE EVALUATION AND	
99222	INITIAL HOSPITAL CARE, PER DAY, FOR THE EVALUATION AND	
70450	COMPUTED TOMOGRAPHY, HEAD OR BRAIN; WITHOUT	
71020	RADIOLOGIC EXAMINATION, CHEST, TWO VIEWS, FRONTAL AND	
99202	OFFICE OR OTHER OUTPATIENT VISIT FOR THE EVALUATION AND	
J2323	INJECTION, NATALIZUMAB, 1MG (TYSABRI)	
95811	POLYSOMNOGRAPHY; SLEEP STAGING WITH 4 OR MORE ADDITIONAL	
J2778	INJECTION, RANIBIZUMAB, 0.1 MG	
99254	INITIAL INPATIENT CONSULTATION FOR A NEW OR ESTABLISHED	
80101	DRUG,SCREEN, QUALITATIVE; SINGLE DRUG CLASS METHOD	
90471	IMMUNIZATION ADMINISTRATION (INCLUDES PERCUTANEOUS,	
72141	MAGNETIC RESONANCE (E.G., PROTON) IMAGING, SPINAL CANAL	
J0743	INJECTION, CILASTATIN SODIUM; IMIPENEM, PER 250 MG	
76830	ECHOGRAPHY, TRANSVAGINAL (4.02.06A) (4.02.01A)	
20610	ARTHROCENTESIS, ASPIRATION AND/OR INJECTION; MAJOR JOINT O	
45380	COLONOSCOPY, FLEXIBLE, PROXIMAL TO SPLENIC FLEXURE;	
27447	ARTHROPLASTY, KNEE, TOTAL; CONDYLE AND PLATEAU	
70551	MAGNETIC RESONANCE (E.G., PROTON) IMAGING; BRAIN (INCLUDIN	
Q2046		

35476	TRANSLUMINAL ANGIOPLASTY, PERCUTANEOUS; VENOUS	
74178	COMPUTED TOMOGRAPHY, ABDOMEN AND PELVIS; WITHOUT CONTRAST	
43239	UPPER GASTROINTESTINAL ENDOSCOPY INCLUDING ESOPHAGUS,	
88342	IMMUNOCYTOCHEMISTRY (INCLUDING TISSUE IMMUNOPEROXIDASE),	
76856	ECHOGRAPHY, PELVIC (NON-OBSTETRIC), B-SCAN AND/OR REAL	
00797	ANESTHESIA FOR INTRAPERITONEAL PROCEDURES IN UPPER	
A0428	AMBULANCE SERVICE, BASIC LIFE SUPPORT	
73221	MAGNETIC RESONANCE (EG, PROTON) IMAGING; ANY JOINT OF UPPE	
45385	COLONOSCOPY, FLEXIBLE, PROXIMAL TO SPLENIC FLEXURE;	
61608	RESECTION OR EXCISION OF NEOPLASTIC, VASCULAR OR	
99385	INITIAL PREVENTIVE MEDICINE EVALUATION AND MANAGEMENT	
J0885	INJECTION, EPOETIN ALPHA, (FOR NON ESRD USE),PER 1000 UNIT	
A0429	AMBULANCE SERVICE, BASIC LIFE SUPPORT	
99255	INITIAL INPATIENT CONSULTATION FOR A NEW OR ESTABLISHED	
00400	ANESTHESIA FOR PROCEDURES ON THE INTEGUMENTARY SYSTEM	
J0178		
90649	HUMAN PAPILLOMA VIRUS (HPV) VACCINE, TYPES 6, 11, 16, 18	
77014		
90837		

MONTHLY RATES

**MEDICARE ADVANTAGE FOR OVER 65
FULLY INSURED MONTHLY RATES**

-	<u>Individual</u>	<u>Husband/Wife</u>
MEDICARE ADVANTAGE HMO	_____	_____
-		
	<u>Individual</u>	<u>Husband/Wife</u>
MEDICARE ADVANTAGE PPO	_____	_____
*RATES SHOULD <u>EXCLUDE</u> RX		

-	<u>Individual</u>	<u>Husband/Wife</u>
MEDICARE ADVANTAGE HMO	_____	_____
-		
	<u>Individual</u>	<u>Husband/Wife</u>
MEDICARE ADVANTAGE PPO	_____	_____
*RATES SHOULD <u>INCLUDE</u> RX		

Complete for the plan designs you are proposing

Basic Vision	In Network	Out-of Network
Benefit	Member Pays	Plan Pays
Benefit Period Frequency		
Eye Exam		
Frames		
Lenses:		
Single		
Bifocal		
Trifocal		
Standard Progressive		
Scratch Resistant Coating		
Tint		
UV Coating		
Contact Lenses:		
Medically Necessary		
Conventional Contacts		
Disposable		

NEGOTIATED FEES/COSTS

	Negotiated Fees/Costs
Exam	
Frames	
Lenses	
Single Vision	
Bifocal (up to FT28)	
Bifocal (double)	
Trifocal	
Contact Lenses	
Conventional Contacts	
Disposable	
Medically Necessary	

Top Vision CPT Code Pricing- BALTIMORE MD 21202

CPT Code	CPT Description	In Network	Out of Network
V2799	VISION SERVICE, MISCELLANEOUS		
92004	OPHTHALMOLOGICAL SERVICES: MEDICAL EXAMINATION AND		
92014	OPHTHALMOLOGICAL SERVICES: MEDICAL EXAMINATION AND		
92250	FUNDUS PHOTOGRAPHY WITH INTERPRETATION AND REPORT		
92015	DETERMINATION OF REFRACTIVE STATE (2.01.40A)		
V2300	SPHERE, TRIFOCAL, PLANO TO PLUS OR MINUS 4.00D, PER LENS		
V2200	SPHERE, BIFOCAL, PLANO TO PLUS OR MINUS 4.00D, PER LENS		
V2599	CONTACT LENS, OTHER TYPE		
V2100	SPHERE, SINGLE VISION, PLANO TO PLUS OR MINUS 4.00, PER		
S0621	ROUTINE OPHTHALMOLOGICAL EXAMINATION INCLUDING		
V2020	FRAMES, PURCHASE (2.01.39A)		
S0620	ROUTINE OPHTHALMOLOGICAL EXAMINATION INCLUDING		

Self Insured Funding-Vision

	PEPM Fee		
	First Year <u>Non-Mature</u>	First Year <u>Mature</u>	Guaranteed <u>Second Year</u>
Basic Vision Plan			
Administration Fee			
Network Access Fees			
Other (Please list)			
Expected Claims			

Enrollment Assumptions

Vision	
Individual	
Parent/Child	
Husband/Wife	
Family	
>65	

Note: Vision will be placed with Medical carrier. Vision only proposals will not be considered.

**ATTACHMENT F – LIVING WAGE REQUIREMENTS
FOR SERVICE CONTRACTS**

Living Wage Requirements for Service Contracts

- A. This contract is subject to the Living Wage requirements under Md. Code Ann., State Finance and Procurement Article, Title 18, and the regulations proposed by the Commissioner of Labor and Industry (Commissioner). The Living Wage generally applies to a Contractor or Subcontractor who performs work on a State contract for services that is valued at \$100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee’s time during any work week on the State Contract.
- B. The Living Wage Law does not apply to:
- (1) A Contractor who:
 - (a) Has a State contract for services valued at less than \$100,000, or
 - (b) Employs 10 or fewer employees and has a State contract for services valued at less than \$500,000.
 - (2) A Subcontractor who:
 - (a) Performs work on a State contract for services valued at less than \$100,000,
 - (b) Employs 10 or fewer employees and performs work on a State contract for services valued at less than \$500,000, or
 - (c) Performs work for a Contractor not covered by the Living Wage Law as defined in B(1)(b) above, or B(3) or C below.
 - (3) Service contracts for the following:
 - (a) Services with a Public Service Company;
 - (b) Services with a nonprofit organization;
 - (c) Services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement (“Unit”); or
 - (d) Services between a Unit and a County or Baltimore City.
- C. If the Unit responsible for the State contract for services determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.
- D. A Contractor must not split or subdivide a State contract for services, pay an employee through a third party, or treat an employee as an independent Contractor or assign work to employees to avoid the imposition of any of the requirements of Md. Code Ann., State Finance and Procurement Article, Title 18.
- E. Each Contractor/Subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.
- F. The Commissioner shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for

the previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry's website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.

- G. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of the health insurance premium, as provided in Md. Code Ann., State Finance and Procurement Article, §18-103(c), shall not lower an employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of health insurance premium shall comply with any record reporting requirements established by the Commissioner.
- H. A Contractor/Subcontractor may reduce the wage rates paid under Md. Code Ann., State Finance and Procurement Article, §18-103(a), by no more than 50 cents of the hourly cost of the employer's contribution to an employee's deferred compensation plan. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's contribution to an employee's deferred compensation plan shall not lower the employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413.
- I. Under Md. Code Ann., State Finance and Procurement Article, Title 18, if the Commissioner determines that the Contractor/Subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/Subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of \$20 per day for each employee paid less than the Living Wage.
- J. Information pertaining to reporting obligations may be found by going to the Division of Labor and Industry website <http://www.dlir.state.md.us/labor/> and clicking on Living Wage for State Service Contracts.

Maryland Living Wage Requirements Affidavit of Agreement

(Submit with Bid/Proposal)

Contract No. _____

Name of Contractor _____

Address _____

City _____ State _____ Zip Code _____

If the Contract Is Exempt from the Living Wage Law

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

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

If the Contract Is a Living Wage Contract

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

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

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

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

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

Name of Authorized Representative: _____

Signature of Authorized Representative

Date

Title

Witness Name (Typed or Printed)

Witness Signature

Date

(Submit with Bid/Proposal)

ATTACHMENT G – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

(Submit with Bid/Proposal)

A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

B. "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a Bidder/Offeror, Contractor, consultant, or subcontractor or sub-consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a Bid/Proposal is made.

C. The Bidder/Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):

E. The Bidder/Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the Bidder/Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the Bidder/Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

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

Date: _____ By: _____
(Authorized Representative and Affiant)

ATTACHMENT H – NON-DISCLOSURE AGREEMENT

This **Non-Disclosure Agreement** ("Agreement") is made by and between the State of Maryland (the "State"), acting by and through (Department) (the "Department"), and _____ (the "Contractor").

RECITALS

WHEREAS, the Contractor has been awarded a contract (the “Contract”) following the solicitation for (solicitation title) Solicitation # (solicitation number); and

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

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

1. 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 ATTACHMENT H-1. Contractor shall update ATTACHMENT H-1 by adding additional names (whether Contractor’s personnel or a subcontractor’s personnel) as needed, from time to time.
3. If the Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the Contractor’s performance of the Contract or who will otherwise have a role in performing any aspect of the Contract, the Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.
4. Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, to adopt or establish operating procedures and physical security measures, and to take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.
5. Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the Contractor’s Personnel or the Contractor’s former Personnel. Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).
6. Contractor shall, at its own expense, return to the Department all copies of the Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the Contract.
7. A breach of this Agreement by the Contractor or by the Contractor’s Personnel shall constitute a breach of the Contract between the Contractor and the State.
8. Contractor acknowledges that any failure by the Contractor or the Contractor’s Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the Contractor agrees that the State may

obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and to seek damages from the Contractor and the Contractor's Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the Contractor or any of the Contractor's Personnel to comply with the requirements of this Agreement, the Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and costs.

9. Contractor and each of the Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement, in no event less restrictive than as set forth in this Agreement, and the Contractor shall provide originals of such executed Agreements to the State.

10. The parties further agree that:

- a. This Agreement shall be governed by the laws of the State of Maryland;
- b. The rights and obligations of the Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
- c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
- d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
- e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures;
- f. The Recitals are not merely prefatory but are an integral part hereof; and
- g. The effective date of this Agreement shall be the same as the effective date of the Contract entered into by the parties.

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

Contractor: _____ Maryland Transit Administration

By: _____ (SEAL) By: _____

Printed Name: _____ Printed Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

NON-DISCLOSURE AGREEMENT - ATTACHMENT H-1

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

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

NON-DISCLOSURE AGREEMENT – ATTACHMENT H-2

CERTIFICATION TO ACCOMPANY RETURN OF CONFIDENTIAL INFORMATION

I AFFIRM THAT:

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

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

Date Contractor Name

Title of Authorized Representative and Affiant Signature

ATTACHMENT I – MERCURY AFFIDAVIT

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

ATTACHMENT J – LOCATION OF THE PERFORMANCE OF SERVICES DISCLOSURE

This solicitation does not require a Location of the Performance of Services Disclosure.

ATTACHMENT K – DHR HIRING AGREEMENT

This solicitation does not require a DHR Hiring Agreement.

Please complete with your proposed plan design

Benefit	PPO
ELIGIBLE ENROLLEES	
DEDUCTIBLE	
COINSURANCE	
REFERRALS REQUIRED	
MEMBER COPAYMENTS	
OUT OF POCKET MAXIMUM	
LIFETIME MAXIMUM	
INPATIENT HOSPITAL	
Inpatient Hospital Facility including Ancillaries*	
Extended Care/Skilled Nursing Facility*	
Inpatient Professional	
Inpatient Diagnostic Services – Radiology, Pathology & Machine Tests	
Anesthesia	
EMERGENCY	
Emergency Room (copay is waived if admitted)	
OUTPATIENT	
Outpatient Facility or Hospital (Medical Visit)	
Outpatient Medical Office Visits	
Outpatient Surgery (Facility and Professional)	
Outpatient Professional Diagnostic Services – Radiology, Pathology & Machine Tests	
MATERNITY	
Maternity Pre and Postnatal Care	
Maternity Delivery & Hospitalization*	
PREVENTIVE	
Well Child Care (0-17 years includes immunizations)	
Adult Physical Exams (includes immunizations) (18+ years; one exam per benefit period)	
Routine Gynecological Exam (one exam per benefit period)	
Routine Pap	
Mammography Screening	

Ages 35-39 1 baseline screening Ages 40+ 1 screening every 12 months	
---	--

Maryland Transit Administration (MTA)

Please complete with your proposed plan design

Benefit	HMO
ELIGIBLE ENROLLEES	
DEDUCTIBLE	
COINSURANCE	
REFERRALS REQUIRED	
MEMBER COPAYMENTS	
OUT OF POCKET MAXIMUM	
LIFETIME MAXIMUM	
INPATIENT HOSPITAL	
Inpatient Hospital Facility including Ancillaries*	
Extended Care/Skilled Nursing Facility*	
Inpatient Professional	
Inpatient Diagnostic Services – Radiology, Pathology & Machine Tests	
Anesthesia	
EMERGENCY	
Emergency Room (copay is waived if admitted)	
OUTPATIENT	
Outpatient Facility or Hospital (Medical Visit)	
Outpatient Medical Office Visits	
Outpatient Surgery (Facility and Professional)	
Outpatient Professional Diagnostic Services – Radiology, Pathology & Machine Tests	
MATERNITY	
Maternity Pre and Postnatal Care	
Maternity Delivery & Hospitalization*	
PREVENTIVE	
Well Child Care (0-17 years includes immunizations)	
Adult Physical Exams (includes immunizations) (18+ years; one exam per benefit period)	
Routine Gynecological Exam (one exam per benefit period)	
Routine Pap	
Mammography Screening	

Ages 35-39 1 baseline screening	
Ages 40+ 1 screening every 12 months	

Please complete with your proposed plan design

Benefit	Medicare Advantage PPO
ELIGIBLE ENROLLEES	
DEDUCTIBLE	
COINSURANCE	
REFERRALS REQUIRED	
MEMBER COPAYMENTS	
OUT OF POCKET MAXIMUM	
LIFETIME MAXIMUM	
INPATIENT HOSPITAL	
Inpatient Hospital Facility including Ancillaries*	
Extended Care/Skilled Nursing Facility*	
Inpatient Professional	
Inpatient Diagnostic Services – Radiology, Pathology & Machine Tests	
Anesthesia	
EMERGENCY	
Emergency Room (copay is waived if admitted)	
OUTPATIENT	
Outpatient Facility or Hospital (Medical Visit)	
Outpatient Medical Office Visits	
Outpatient Surgery (Facility and Professional)	
Outpatient Professional Diagnostic Services – Radiology, Pathology & Machine Tests	
MATERNITY	
Maternity Pre and Postnatal Care	
Maternity Delivery & Hospitalization*	
PREVENTIVE	
Well Child Care (0-17 years includes immunizations)	
Adult Physical Exams (includes immunizations) (18+ years; one exam per benefit period)	
Routine Gynecological Exam (one exam per benefit period)	
Routine Pap	
Mammography Screening Ages 35-39 1 baseline screening	

Maryland Transit Administration (MTA)

Please complete with your proposed plan design

Benefit	Medicare Advantage HMO
ELIGIBLE ENROLLEES	
DEDUCTIBLE	
COINSURANCE	
REFERRALS REQUIRED	
MEMBER COPAYMENTS	
OUT OF POCKET MAXIMUM	
LIFETIME MAXIMUM	
INPATIENT HOSPITAL	
Inpatient Hospital Facility including Ancillaries*	
Extended Care/Skilled Nursing Facility*	
Inpatient Professional	
Inpatient Diagnostic Services – Radiology, Pathology & Machine Tests	
Anesthesia	
EMERGENCY	
Emergency Room (copay is waived if admitted)	
OUTPATIENT	
Outpatient Facility or Hospital (Medical Visit)	
Outpatient Medical Office Visits	
Outpatient Surgery (Facility and Professional)	
Outpatient Professional Diagnostic Services – Radiology, Pathology & Machine Tests	
MATERNITY	
Maternity Pre and Postnatal Care	
Maternity Delivery & Hospitalization*	
PREVENTIVE	
Well Child Care (0-17 years includes immunizations)	
Adult Physical Exams (includes immunizations) (18+ years; one exam per benefit period)	
Routine Gynecological Exam (one exam per benefit period)	
Routine Pap	
Mammography Screening	

Ages 35-39 1 baseline screening

Ages 40+ 1 screening every 12 months

Please list the total number of providers in each County under each specialty. Each provider should be counted only one time per County, regardless of the number of offices maintained in that County.

MEDICAL PLAN NETWORKS BY COUNTY

PPO

COUNTY	Employees/Retirees	FP	GP	IM	PED	OB/GYN	SPECIALISTS
MARYLAND							
BALTIMORE, MD							
BALTIMORE CITY, MD							
ANNE ARUNDEL							
CARROLL, MD							
FREDERICK, MD							
HARFORD, MD							
HOWARD, MD							
MONTGOMERY, MD							
PRINCE GEORGE'S							

Please list the total number of providers in each County under each specialty. Each provider should be counted only one time per County, regardless of the number of offices maintained in that County.

MEDICAL PLAN NETWORKS BY COUNTY

HMO

COUNTY	Employees/Retirees	FP	GP	IM	PED	OB/GYN	SPECIALISTS
MARYLAND							
BALTIMORE, MD							
BALTIMORE CITY, MD							
ANNE ARUNDEL							
CARROLL, MD							
FREDERICK, MD							
HARFORD,MD							
HOWARD, MD							
MONTGOMERY, MD							
PRINCE GEORGE'S							

Please list the total number of providers in each County under each specialty. Each provider should be counted only one time per County, regardless of the number of offices maintained in that County.

MEDICAL PLAN NETWORKS BY COUNTY

MEDICARE ADVANTAGE PPO

COUNTY	Retirees	FP	GP	IM	PED	OB/GYN	SPECIALISTS
MARYLAND							
BALTIMORE, MD							
BALTIMORE CITY, MD							
ANNE ARUNDEL							
CARROLL, MD							
FREDERICK, MD							
HARFORD,MD							
HOWARD, MD							
MONTGOMERY, MD							
PRINCE GEORGE'S							

Please list the total number of providers in each County under each specialty. Each provider should be counted only one time per County, regardless of the number of offices maintained in that County.

MEDICAL PLAN NETWORKS BY COUNTY

MEDICARE ADVANTAGE HMO

COUNTY	Retirees	FP	GP	IM	PED	OB/GYN	SPECIALISTS
MARYLAND							
BALTIMORE, MD							
BALTIMORE CITY, MD							
ANNE ARUNDEL							
CARROLL, MD							
FREDERICK, MD							
HARFORD,MD							
HOWARD, MD							
MONTGOMERY, MD							
PRINCE GEORGE'S							

Disruption Analysis

Top Facilities - PPO

PROVIDER TIN	PROVIDER NAME	STREET ADDRESS	CITY ADDRESS	STATE	ZIP	In-Network 1=Yes 0=No	Out of Network 1=Yes 0=No
1144282583	MERCY MEDICAL CENTER INC	301 SAINT PAUL ST	BALTIMORE	MD	21202		
1285672204	SINAI HOSPITAL OF BALTIMORE	2401 W BELVEDERE AVE	BALTIMORE	MD	21215		
1578597993	JOHNS HOPKINS HOSPITAL	600 N WOLFE ST	BALTIMORE	MD	21287		
1174660120	UNIVERSITY OF MARYLAND MEDICAL	22 S GREENE ST	BALTIMORE	MD	21201		
1255372397	GREATER BALTIMORE MEDICAL CENTE	6701 N CHARLES ST	BALTIMORE	MD	21204		
1487741427	UNION MEMORIAL HOSPITAL	201 E UNIVERSITY PKWY	BALTIMORE	MD	21218		
1487695888	NORTHWEST HOSPITAL CENTER	5401 OLD COURT RD	RANDALLSTOWN	MD	21133		
1811084718	GOOD SAMARITAN HOSPITAL OF MARY	5601 LOCH RAVEN BLVD	BALTIMORE	MD	21239		
1790700904	JOHNS HOPKINS BAYVIEW MEDICAL C	4940 EASTERN AVE	BALTIMORE	MD	21224		
1245274901	SAINT AGNES HOSPITAL	900 CATON AVE	BALTIMORE	MD	21229		
1326060492	YORK HOSPITAL	1001 SOUTH GEORGE STREET	YORK	PA	17405		
1184712085	FRANKLIN SQUARE HOSPITAL CENTER	9000 FRANKLIN SQUARE DR	BALTIMORE	MD	21237		
1538124698	EASTERN REGIONAL MEDICAL CNT	2610 SHERIDAN ROAD	ZION	IL	60099		
1124374079	UNIVERSITY OF MD ST JOSEPH MEDI	7601 OSLER DRIVE	TOWSON	MD	21204		
1598761355	UPPER CHESAPEAKE MEDICAL CENTER	500 UPPER CHESAPEAKE DR	BEL AIR	MD	21014		
1912904210	CARROLL HOSPITAL CENTER	200 MEMORIAL AVE	WESTMINSTER	MD	21157		
1780674671	SAINT JOSEPH MEDICAL CENTER	7601 OSLER DR	TOWSON	MD	21204		

1619075926	KENNEDY KRIEGER INSTITUTE	707 N BROADWAY	BALTIMORE	MD	21205		
1124016696	BALTIMORE WASHINGTON MEDICAL CE	301 HOSPITAL DR	GLEN BURNIE	MD	21061		
1720175623	HARBOR HOSPITAL CENTER	3001 S HANOVER ST	BALTIMORE	MD	21225		
1669565180	MARYLAND GENERAL HOSPITAL	827 LINDEN AVE	BALTIMORE	MD	21201		
1194785139	J B ZACHARY DIALYSIS CENTER	STE 2300	BALTIMORE	MD	21224		
1861439952	SUNRISE HOSPITAL AND MEDI	PO BOX 403399	ATLANTA	GA	30384		
1568419174	MANOR CARE RUXTON LLC	7001 NORTH CHARLES STREET	TOWSON	MD	21204		
1477517225	ANNE ARUNDEL MEDICAL CENTER	2001 MEDICAL PKWY	ANNAPOLIS	MD	21401		

Disruption Analysis

Top Facilities - HMO

PROVIDER TIN	PROVIDER NAME	STREET ADDRESS	CITY ADDRESS	STATE	ZIP	In- Network 1=Yes 0=No	Out of Network 1=Yes 0=No
1174660120	UNIVERSITY OF MARYLAND MEDICAL	22 S GREENE ST	BALTIMORE	MD	21201		
1578597993	JOHNS HOPKINS HOSPITAL	600 N WOLFE ST	BALTIMORE	MD	21287		
1285672204	SINAI HOSPITAL OF BALTIMORE	2401 W BELVEDERE AVE	BALTIMORE	MD	21215		
1255372397	GREATER BALTIMORE MEDICAL CENTE	6701 N CHARLES ST	BALTIMORE	MD	21204		
1790700904	JOHNS HOPKINS BAYVIEW MEDICAL C	4940 EASTERN AVE	BALTIMORE	MD	21224		
1487741427	UNION MEMORIAL HOSPITAL	201 E UNIVERSITY PKWY	BALTIMORE	MD	21218		
1184712085	FRANKLIN SQUARE HOSPITAL CENTER	9000 FRANKLIN SQUARE DR	BALTIMORE	MD	21237		
1811084718	GOOD SAMARITAN HOSPITAL OF MARY	5601 LOCH RAVEN BLVD	BALTIMORE	MD	21239		
1245274901	SAINT AGNES HOSPITAL	900 CATON AVE	BALTIMORE	MD	21229		
1144282583	MERCY MEDICAL CENTER INC	301 SAINT PAUL ST	BALTIMORE	MD	21202		
1487695888	NORTHWEST HOSPITAL CENTER	5401 OLD COURT RD	RANDALLSTOWN	MD	21133		
1598761355	UPPER CHESAPEAKE MEDICAL CENTER	500 UPPER CHESAPEAKE DR	BEL AIR	MD	21014		
1780674671	SAINT JOSEPH MEDICAL CENTER	7601 OSLER DR	TOWSON	MD	21204		
1124016696	BALTIMORE WASHINGTON MEDICAL CE	301 HOSPITAL DR	GLEN BURNIE	MD	21061		
1477517225	ANNE ARUNDEL MEDICAL CENTER	2001 MEDICAL PKWY	ANNAPOLIS	MD	21401		
1841337805	JAMES LAWRENCE KERNAN HOSPITAL	2200 KERNAN DR	BALTIMORE	MD	21207		
1154381663	GAMBRO HC OF WHITESQUARE	1 NASHUA CT	BALTIMORE	MD	21221		

1023078946	DAVITA HARFORD ROAD DIALYSIS CE	5800 HARFORD RD	BALTIMORE	MD	21214		
1720175623	HARBOR HOSPITAL CENTER	3001 S HANOVER ST	BALTIMORE	MD	21225		
1669565180	MARYLAND GENERAL HOSPITAL	827 LINDEN AVE	BALTIMORE	MD	21201		
1609950971	GOOD SAMARITAN HOSPITAL DIALYSI	5601 LOCH RAVEN BLVD	BALTIMORE	MD	21239		
1083663157	VETERANS AFFAIRS MARYLAND HEALT	10 N GREENE ST	BALTIMORE	MD	21201		
1922068196	TRC BERTHA SIRK DIALYSIS CENTER	STE 10	BALTIMORE	MD	21212		
1770589533	HARFORD MEMORIAL HOSPITAL	501 S UNION AVE	HAVRE DE GRACE	MD	21078		
1336251412	JOHNS HOPKINS BAYVIEW CARE CENT	4940 EASTERN AVE	BALTIMORE	MD	21224		

Disruption Analysis for Over 65 Population

Top Facilities - PPO

PROVIDER TIN	PROVIDER NAME	STREET ADDRESS	CITY ADDRESS	STATE	ZIP	Medicare Advantage In-Network 1=Yes 0=No	Medicare Advantage Out of Network 1=Yes 0=No
1487695888	NORTHWEST HOSPITAL CENTER	5401 OLD COURT RD	RANDALLSTOWN	MD	21133		
1285672204	SINAI HOSPITAL OF BALTIMORE	2401 W BELVEDERE AVE	BALTIMORE	MD	21215		
1245274901	SAINT AGNES HOSPITAL	900 CATON AVE	BALTIMORE	MD	21229		
1174660120	UNIVERSITY OF MARYLAND MEDICAL	22 S GREENE ST	BALTIMORE	MD	21201		
1578597993	JOHNS HOPKINS HOSPITAL	600 N WOLFE ST	BALTIMORE	MD	21287		
1144282583	MERCY MEDICAL CENTER INC	301 SAINT PAUL ST	BALTIMORE	MD	21202		
1811084718	GOOD SAMARITAN HOSPITAL OF MARY	5601 LOCH RAVEN BLVD	BALTIMORE	MD	21239		
1487741427	UNION MEMORIAL HOSPITAL	201 E UNIVERSITY PKWY	BALTIMORE	MD	21218		
1598740821	LEVINDALE HEBREW GERIATRIC CENT	2434 W BELVEDERE AVE	BALTIMORE	MD	21215		
1922129501	GLEN BURNIE HEALTH & REHABILITA	7355 E FURNACE BRANCH RD	GLEN BURNIE	MD	21060		
1790700904	JOHNS HOPKINS BAYVIEW MEDICAL C	4940 EASTERN AVE	BALTIMORE	MD	21224		
1841337805	JAMES LAWRENCE KERNAN HOSPITAL	2200 KERNAN DR	BALTIMORE	MD	21207		
1215234182	RANDALLSTOWN CENTER	9109 LIBERTY ROAD	RANDALLSTOWN	MD	21133		
1184712085	FRANKLIN SQUARE HOSPITAL CENTER	9000 FRANKLIN SQUARE DR	BALTIMORE	MD	21237		
1255372397	GREATER BALTIMORE MEDICAL	6701 N CHARLES ST	BALTIMORE	MD	21204		

	CENTE						
1699756221	MCLEOD REGIONAL MEDI	PO BOX 100567	FLORENCE	SC	29502		
1043218944	PITT CO MEMORIAL HOSP	P O BOX 8447	GREENVILLE	NC	27835		
1295828051	ADVANCED DIALYSIS CENTER LLC	9109 LIBERTY RD	RANDALLSTOWN	MD	21133		
1598761355	UPPER CHESAPEAKE MEDICAL CENTER	500 UPPER CHESAPEAKE DR	BEL AIR	MD	21014		
1780674671	SAINT JOSEPH MEDICAL CENTER	7601 OSLER DR	TOWSON	MD	21204		
1124016696	BALTIMORE WASHINGTON MEDICAL CE	301 HOSPITAL DR	GLEN BURNIE	MD	21061		
1720175623	HARBOR HOSPITAL CENTER	3001 S HANOVER ST	BALTIMORE	MD	21225		
1144291899	HOWARD COUNTY GENERAL HOSPITAL	5755 CEDAR LN	COLUMBIA	MD	21044		
1659435840	MEDICAL UNIVERSITY H	PO BOX 931854	ATLANTA	GA	31193		
1497859268	BMA OF WHITE MARSH	BUILDING III STE 131	WHITE MARSH	MD	21236		
1144282583	MERCY MEDICAL CENTER INC	301 SAINT PAUL ST	BALTIMORE	MD	21202		
1285672204	SINAI HOSPITAL OF BALTIMORE	2401 W BELVEDERE AVE	BALTIMORE	MD	21215		
1689858227	HOLLY HILL NURSING REHAB CTR	531 STEVENSON LANE	TOWSON	MD	21286		
1578597993	JOHNS HOPKINS HOSPITAL	600 N WOLFE ST	BALTIMORE	MD	21287		
1245274901	SAINT AGNES HOSPITAL	900 CATON AVE	BALTIMORE	MD	21229		
1205880663	GOOD SAMARITAN NURSING CENTER	1601 E BELVEDERE AVE	BALTIMORE	MD	21239		
1811084718	GOOD SAMARITAN HOSPITAL OF MARY	5601 LOCH RAVEN BLVD	BALTIMORE	MD	21239		
1487836953	LONG GREEN CENTER	115 E MELROSE AVENUE	BALTIMORE	MD	21212		
1487695888	NORTHWEST HOSPITAL CENTER	5401 OLD COURT RD	RANDALLSTOWN	MD	21133		
1487741427	UNION MEMORIAL HOSPITAL	201 E UNIVERSITY PKWY	BALTIMORE	MD	21218		
1255372397	GREATER BALTIMORE MEDICAL CENTE	6701 N CHARLES ST	BALTIMORE	MD	21204		
1447241559	FREDERICK VILLA NURSING CENTER	711 ACADEMY RD	CATONSVILLE	MD	21228		
1962480772	BON SECOURS BALTIMORE HEALTH SY	2000 W BALTIMORE STREET	BALTIMORE	MD	21223		
1376546721	DULANEY EYE INSTITUTE	STE 220	TOWSON	MD	21204		
1679678486	MEMORIAL HOSPITAL SYSTEMS	PO BOX 863383	ORLANDO	FL	32164		
1174660120	UNIVERSITY OF MARYLAND MEDICAL	22 S GREENE ST	BALTIMORE	MD	21201		

1295727485	ST ELIZABETH REHABILITATION & N	3320 BENSON AVE	BALTIMORE	MD	21227		
1912904210	CARROLL HOSPITAL CENTER	200 MEMORIAL AVE	WESTMINSTER	MD	21157		
1427030774	SOUTHEASTERN REG MEDCTR.	PO BOX 1408	LUMBERTON	NC	28359		
1548378235	WASHINGTON HOSPITAL CENTER	110 IRVING ST NW	WASHINGTON	DC	20010		
1043497019	ENDOCENTRE OF BALTIMORE	SUITE 180	BALTIMORE	MD	21208		
1386614832	CARROLL COUNTY DIGESTIVE DISEAS	LOWR LEVEL	WESTMINSTER	MD	21157		
1790700904	JOHNS HOPKINS BAYVIEW MEDICAL C	4940 EASTERN AVE	BALTIMORE	MD	21224		
1679678486	FLORIDA HOSPITAL FLA	60 MEMORIAL MEDICAL PKWY	PALM COAST	FL	32164		
1962714154	SURGCENTER OF WHITE MARSH	11605 CROSSROADS CIRCLE	BALTIMORE	MD	21202		

Disruption Analysis for Over 65 Population

Top Facilities - HMO

PROVIDER TIN	PROVIDER NAME	STREET ADDRESS	CITY ADDRESS	STATE	ZIP	Medicare Advantage In-Network 1=Yes 0=No	Medicare Advantage Out of Network 1=Yes 0=No
1487695888	NORTHWEST HOSPITAL CENTER	5401 OLD COURT RD	RANDALLSTOWN	MD	21133		
1285672204	SINAI HOSPITAL OF BALTIMORE	2401 W BELVEDERE AVE	BALTIMORE	MD	21215		
1245274901	SAINT AGNES HOSPITAL	900 CATON AVE	BALTIMORE	MD	21229		
1174660120	UNIVERSITY OF MARYLAND MEDICAL	22 S GREENE ST	BALTIMORE	MD	21201		
1578597993	JOHNS HOPKINS HOSPITAL	600 N WOLFE ST	BALTIMORE	MD	21287		
1144282583	MERCY MEDICAL CENTER INC	301 SAINT PAUL ST	BALTIMORE	MD	21202		
1811084718	GOOD SAMARITAN HOSPITAL OF MARY	5601 LOCH RAVEN BLVD	BALTIMORE	MD	21239		
1487741427	UNION MEMORIAL HOSPITAL	201 E UNIVERSITY PKWY	BALTIMORE	MD	21218		
1598740821	LEVINDALE HEBREW GERIATRIC CENT	2434 W BELVEDERE AVE	BALTIMORE	MD	21215		
1922129501	GLEN BURNIE HEALTH & REHABILITA	7355 E FURNACE BRANCH RD	GLEN BURNIE	MD	21060		
1790700904	JOHNS HOPKINS BAYVIEW MEDICAL C	4940 EASTERN AVE	BALTIMORE	MD	21224		
1841337805	JAMES LAWRENCE KERNAN HOSPITAL	2200 KERNAN DR	BALTIMORE	MD	21207		
1215234182	RANDALLSTOWN CENTER	9109 LIBERTY ROAD	RANDALLSTOWN	MD	21133		
1184712085	FRANKLIN SQUARE HOSPITAL CENTER	9000 FRANKLIN SQUARE DR	BALTIMORE	MD	21237		
1255372397	GREATER BALTIMORE MEDICAL	6701 N CHARLES ST	BALTIMORE	MD	21204		

	CENTE						
1699756221	MCLEOD REGIONAL MEDI	PO BOX 100567	FLORENCE	SC	29502		
1043218944	PITT CO MEMORIAL HOSP	P O BOX 8447	GREENVILLE	NC	27835		
1295828051	ADVANCED DIALYSIS CENTER LLC	9109 LIBERTY RD	RANDALLSTOWN	MD	21133		
1598761355	UPPER CHESAPEAKE MEDICAL CENTER	500 UPPER CHESAPEAKE DR	BEL AIR	MD	21014		
1780674671	SAINT JOSEPH MEDICAL CENTER	7601 OSLER DR	TOWSON	MD	21204		
1124016696	BALTIMORE WASHINGTON MEDICAL CE	301 HOSPITAL DR	GLEN BURNIE	MD	21061		
1720175623	HARBOR HOSPITAL CENTER	3001 S HANOVER ST	BALTIMORE	MD	21225		
1144291899	HOWARD COUNTY GENERAL HOSPITAL	5755 CEDAR LN	COLUMBIA	MD	21044		
1659435840	MEDICAL UNIVERSITY H	PO BOX 931854	ATLANTA	GA	31193		
1497859268	BMA OF WHITE MARSH	BUILDING III STE 131	WHITE MARSH	MD	21236		
1144282583	MERCY MEDICAL CENTER INC	301 SAINT PAUL ST	BALTIMORE	MD	21202		
1285672204	SINAI HOSPITAL OF BALTIMORE	2401 W BELVEDERE AVE	BALTIMORE	MD	21215		
1689858227	HOLLY HILL NURSING REHAB CTR	531 STEVENSON LANE	TOWSON	MD	21286		
1578597993	JOHNS HOPKINS HOSPITAL	600 N WOLFE ST	BALTIMORE	MD	21287		
1245274901	SAINT AGNES HOSPITAL	900 CATON AVE	BALTIMORE	MD	21229		
1205880663	GOOD SAMARITAN NURSING CENTER	1601 E BELVEDERE AVE	BALTIMORE	MD	21239		
1811084718	GOOD SAMARITAN HOSPITAL OF MARY	5601 LOCH RAVEN BLVD	BALTIMORE	MD	21239		
1487836953	LONG GREEN CENTER	115 E MELROSE AVENUE	BALTIMORE	MD	21212		
1487695888	NORTHWEST HOSPITAL CENTER	5401 OLD COURT RD	RANDALLSTOWN	MD	21133		
1487741427	UNION MEMORIAL HOSPITAL	201 E UNIVERSITY PKWY	BALTIMORE	MD	21218		
1255372397	GREATER BALTIMORE MEDICAL CENTE	6701 N CHARLES ST	BALTIMORE	MD	21204		
1447241559	FREDERICK VILLA NURSING CENTER	711 ACADEMY RD	CATONSVILLE	MD	21228		
1962480772	BON SECOURS BALTIMORE HEALTH SY	2000 W BALTIMORE STREET	BALTIMORE	MD	21223		
1376546721	DULANEY EYE INSTITUTE	STE 220	TOWSON	MD	21204		
1679678486	MEMORIAL HOSPITAL SYSTEMS	PO BOX 863383	ORLANDO	FL	32164		
1174660120	UNIVERSITY OF MARYLAND	22 S GREENE ST	BALTIMORE	MD	21201		

	MEDICAL						
1295727485	ST ELIZABETH REHABILITATION & N	3320 BENSON AVE	BALTIMORE	MD	21227		
1912904210	CARROLL HOSPITAL CENTER	200 MEMORIAL AVE	WESTMINSTER	MD	21157		
1427030774	SOUTHEASTERN REG MEDCTR.	PO BOX 1408	LUMBERTON	NC	28359		
1548378235	WASHINGTON HOSPITAL CENTER	110 IRVING ST NW	WASHINGTON	DC	20010		
1043497019	ENDOCENTRE OF BALTIMORE	SUITE 180	BALTIMORE	MD	21208		
1386614832	CARROLL COUNTY DIGESTIVE DISEAS	LOWR LEVEL	WESTMINSTER	MD	21157		
1790700904	JOHNS HOPKINS BAYVIEW MEDICAL C	4940 EASTERN AVE	BALTIMORE	MD	21224		
1679678486	FLORIDA HOSPITAL FLA	60 MEMORIAL MEDICAL PKWY	PALM COAST	FL	32164		
1962714154	SURGCENTER OF WHITE MARSH	11605 CROSSROADS CIRCLE	BALTIMORE	MD	21202		

Disruption Analysis

Top Non-facility Providers based on Claims Paid - PPO

PROVIDER TIN	PROVIDER NAME	STREET ADDRESS	CITY ADDRESS	STATE	ZIP	In- Network 1=Yes 0=No	Out of Network 1=Yes 0=No
1972560688	WALGREENS SPECIALTY PHARMACY	SUITE 200	CARNEGIE	PA	15106		
1063497451	LABCORP OF AMERICA HOLDINGS	69 1ST AVENUE	RARITAN	NJ	08869		
1245307818	SMITH ROBERT R	1901 SULPHUR SPRING RD	BALTIMORE	MD	21227		
1346208949	ACCREDO HEALTH GROUP INC	STE 109	MEMPHIS	TN	38134		
1467408450	MEDLANTIC HEALTHCARE GROUP INC	9000 FRANKLIN SQUARE DR	BALTIMORE	MD	21237		
1376637306	SHAW ROBERT A	SUITE 306	WESTMINSTER	MD	21157		
1073692794	JOHNS HOPKINS PED AT HOME INC	SUITE A	BALTIMORE	MD	21224		
1801829932	HAUPTMAN HOWARD W	STE 310	BALTIMORE	MD	21286		
1992803266	JHU PATHOLOGY INDEPENDENT LAB	600 N WOLFE ST	BALTIMORE	MD	21287		
1679526347	RANDALL EMERGENCY PHYSICIANS	5401 OLD COURT RD	RANDALLSTOWN	MD	21133		
1740218767	FIRST COLONIES ANESTHESIA LLC	8600 OLD GEORGETOWN RD	BETHESDA	MD	20814		
1730131657	YARDMORE EMERGENCY PHYSICIANS	2401 W BELVEDERE AVE	BALTIMORE	MD	21215		
1881699049	BAY STATE MEDICAL INC	7271 PARK CIRCLE DR	HANOVER	MD	21076		
1740286418	JHU ANESTHESIA MD	600 N WOLFE ST	BALTIMORE	MD	21287		
1821286766	NASSERI-ASL NASSER	SUITE 266	CATONSVILLE	MD	21228		
1588610166	CHARLES EMERGENCY PHYSICIANS	6701 N CHARLES ST	BALTIMORE	MD	21204		
1376622001	JOHNS HOPKINS PHARMAQUIP	SUITE A	BALTIMORE	MD	21224		
1457478703	REID MAURICE R	300 EAST PULASKI	ELKTON	MD	21921		

		HIGHWAY					
1598972259	KALRA KAVITA B	STE 460	BALTIMORE	MD	21218		
1710930391	BAHRAIN HUZEFA	STE 314	BALTIMORE	MD	21237		
1891770806	LABCORP OF AMERICA HOLDINGS	312 6TH AVENUE SW	S CHARLESTON	WV	25303		
1649533357	CHAMPION EMERGENCY PHYSICIANS	900 CATON AVENUE	BALTIMORE	MD	21229		
1821286766	BOLAD WALEED A	SUITE 266	CATONSVILLE	MD	21228		
1194834036	MILLER STEVEN C	1838 GREENE TREE RD	BALTIMORE	MD	21208		
1730184409	COMFORT CARE MEDICAL EQUIP	109-67	BEL AIR	MD	21015		
1144201773	JHU ANESTHESIA CRNA	601 N CAROLINE ST	BALTIMORE	MD	21287		
1003992868	LIFEBRIDGE ANESTHESIA ASSOC	5401 OLD COURT ROAD	RANDALLSTOWN	MD	21133		
1902104797	QUALITY CARE AMBULANCE	54 N HARRISON ST	YORK	PA	17403		
1245241884	ICORE HEALTHCARE LLC	SUITE 110	PLANTATION	FL	33324		
1770569147	CHERRY TREE PHYSICIAN ASSOCIATE	773 CHERRY TREE COURT	HANOVER	PA	17331		
1003079799	ST AGNES ANESTHESIA	900 CATON AVENUE	BALTIMORE	MD	21229		
1588952337	RADCARE OF MARYLAND PC	2401 WEST BELVEDERE AVENU	BALTIMORE	MD	21215		
1679609366	BALTIMORE CITY FIRE DEPARTMENT	SUITE 200	BALTIMORE	MD	21202		
1891741112	IM DWIGHT	FL 6	BALTIMORE	MD	21202		
1518913839	COLLINS BRENDAN J	FL 6	BALTIMORE	MD	21202		
1003891375	KLOTZMAN LEWIS	5922 YORK RD	BALTIMORE	MD	21212		
1083827828	MASHBURN MARK A	STE 400	OWINGS MILLS	MD	21117		
1104928225	MORRILL ANN C	4136 E JOPPA RD STE B	BALTIMORE	MD	21236		
1669484473	MYRIAD GENETIC LABORATORIES	320 S WAKARA WAY	SALT LAKE CITY	UT	84108		
1962463265	COLEMAN MARK H	SUITE 150	PIKESVILLE	MD	21208		
1629209853	HEALTH DIAGNOSTIC LABORATORY IN	SUITE 103	RICHMOND	VA	23219		
1063722700	REZNIKOV TATYANA	SUITE 106	WHITE MARSH	MD	21162		
1851445563	PADILLA SANTIAGO L	STE 102	TOWSON	MD	21204		
1932186764	DHILLON SHAWN S	STE 555	BALTIMORE	MD	21218		
1578531356	ATG REHAB	2700 LORD BALTIMORE DR	BALTIMORE	MD	21244		
1346420049	SHAFI JAVAID M	STE 230	BALTIMORE	MD	21216		
1962423632	MUSISI STEPHEN N	10210 REISTERSTOWN RD	OWINGS MILLS	MD	21117		

1952418535	EDWARDS CHARLES C	BURK BLDG	BALTIMORE	MD	21202		
1760407415	LEADER HEIGHTS HEALTHCARE PC	2595 SOUTH GEORGE STREET	YORK	PA	17403		
1427137546	LINCARE INC	SUITE 107	BALTIMORE	MD	21220		
1760446041	HOFFMAN TERESA A	STE 206	BALTIMORE	MD	21224		
1750373908	MEDICAL DIAGNOSTIC LAB LLC	2439 KUSER ROAD	HAMILTON	NJ	08690		
1396878716	SEKHSARIA SUDHIR	STE 520	BALTIMORE	MD	21218		
1629081500	KASHI KIUMARCE	3029 DUNDALK AVE	BALTIMORE	MD	21222		
1962423632	MULLETA MOTTI B	3357B CORRIDOR MARKETPLAC	LAUREL	MD	20724		
1679618359	ALONSOZANA EDGAR L	301 SAINT PAUL ST	BALTIMORE	MD	21202		
1568421659	OSLER DRIVE ER PHYSICIAN	ST JOSEPHS MEDICAL CENTER	TOWSON	MD	21204		
1609823004	JASKULSKY STEVEN R	SUITE 200	OWINGS MILLS	MD	21117		
1467477083	HERBST LENNARD G	SUITE 100	OWINGS MILLS	MD	21117		
1538144910	LABCORP OF AMERICA HOLDINGS	1447 YORK COURT	BURLINGTON	NC	27215		
1295919884	AVERBACH ANDREW	SUITE 203	CATONVILLE	MD	21228		
1699796805	VALAIK DANIEL J	PO BOX G-1	BALTIMORE	MD	21239		
1497933162	MILLENNIUM LABORATORIES INC	7304 ROCKY CREEK DRIVE	COLUMBIA	MD	21046		
1518143304	BENNETT MARILYN H	7601 OSLER DRIVE	TOWSON	MD	21204		
1821286766	LANDIS JEFFREY T	SUITE 266	CATONVILLE	MD	21228		
1578598868	KELLY GREGORY B	STE 200	NOTTINGHAM	MD	21236		
1093948002	UPPAL ARVINDER	SUITE 103	PIKESVILLE	MD	21208		
1518143304	LANGBAUM MICHAEL E	7601 OSLER DRIVE	TOWSON	MD	21204		
1043235666	GERTNER MARC H	SUITE 410	OWINGS MILLS	MD	21117		
1164462925	ST AGNES LABORATORY SERVICES	900 CATON AVE	BALTIMORE	MD	21229		
1093707879	LENNOX WILLIAM T	2401 W BELVEDERE AVE	BALTIMORE	MD	21215		
1891904926	ZHANG RONG	SUITE 680	BALTIMORE	MD	21218		
1386643856	DYNASPLINT SYSTEMS INC	STE W21	SEVERNA PARK	MD	21146		
1578593273	ODIE DENNIS H	STE 200	BALTIMORE	MD	21237		
1306999669	NATIONAL RESPIRATORY CARE LLC	SUITE M	OWINGS MILLS	MD	21117		
1326228081	SIMMONS CHARLES WILLIAM	SUITE 112	WESTMINSTER	MD	21157		
1639359508	HAROUN RAYMOND I	STE 100	BALTIMORE	MD	21229		
1215983853	BALTIMORE WASHINGTON EMERG PHYS	301 HOSPITAL DR	GLEN BURNIE	MD	21061		

1174547525	MURTHI ANAND M	SUITE 400	BALTIMORE	MD	21218		
1578598868	EISENBERG DAVID L	3100 WYMAN PARK DR	BALTIMORE	MD	21211		
1245311307	COPEMAN MICHAEL W	LL	BALTIMORE	MD	21202		
1962423632	RUNSEWE BABAJIDE O	10210 REISTERSTOWN RD	OWINGS MILLS	MD	21117		
1962423632	ZAN WINKO	SUITE 125	BALTIMORE	MD	21236		
1285854026	UPPER CHESAPEAKE EMERGENCY MED	501 S UNION AVENUE	HAVRE DE GRACE	MD	21078		
1932167178	VAN BESIEEN ROBERT A	SUITE 100	GLEN BURNIE	MD	21061		
1578598868	PATEL KASHIBEN G	3100 WYMAN PARK DR	BALTIMORE	MD	21211		
1851521058	CARTER CHANELLE R	6506 REISTERSTOWN RD	BALTIMORE	MD	21215		
1831150234	AKBARI ROBERT P	STE 203	TOWSON	MD	21204		
1912977984	ZARCOOB KHADIJEH S	STE 100	BALTIMORE	MD	21237		
1790706844	ROBINSON RAMONA L	STE 100	CATONSVILLE	MD	21228		
1932167178	YUE NANCY C	7253 AMBASSADOR RD	BALTIMORE	MD	21244		
1932167178	GEORGES NICHOLAS P	7253 AMBASSADOR RD	BALTIMORE	MD	21244		
1427166412	FERTILITY CENTER LLC	130 LEADER HEIGHTS ROAD	YORK	PA	17403		
1457437949	RESPIRA MEDICAL RESPIRATORY &	SUITES A-C	LINTHICUM	MD	21090		
1457386484	DUBIN MARC G	STE 601	TOWSON	MD	21204		
1578598868	LEVY NIKITA A	1000 E EAGER ST	BALTIMORE	MD	21202		
1124005343	CAPLAN STEVEN E	SUITE 508	BALTIMORE	MD	21215		
1962423632	PATEL HAMIDA K	8830 BELAIR RD	BALTIMORE	MD	21236		
1093034738	UNION MEMORIAL IMAGING LLC	201 E UNIVERSITY PARKWAY	BALTIMORE	MD	21218		
1457386484	GOLDSTONE ANDREW C	STE 601	TOWSON	MD	21204		

Disruption Analysis

Top Non-facility Providers based on Claims Paid - HMO

PROVIDER TIN	PROVIDER NAME	STREET ADDRESS	CITY ADDRESS	STATE	ZIP	In- Network 1=Yes 0=No	Out of Network 1=Yes 0=No
1598972259	KALRA KAVITA B	STE 460	BALTIMORE	MD	21218		
1063497451	LABCORP OF AMERICA HOLDINGS	69 1ST AVENUE	RARITAN	NJ	08869		
1376877621	ANANDAKRISHNAN RAVI K	SUITE 305	BALTIMORE	MD	21201		
1467408450	MEDLANTIC HEALTHCARE GROUP INC	9000 FRANKLIN SQUARE DR	BALTIMORE	MD	21237		
1992751549	NATIONS HOME INFUSTION	SUITE L AND M	OWINGS MILLS	MD	21117		
1710057500	JOHNS HOPKINS PHARMQUIP	SUITE A	BALTIMORE	MD	21224		
1063454783	PATANAPHAN VINITA	SUITE E	BELCAMP	MD	21017		
1962423632	YOON ISAAC S	STE 160	LUTHERVILLE	MD	21093		
1740286418	JHU ANESTHESIA MD	600 N WOLFE ST	BALTIMORE	MD	21287		
1285655829	GUERAMI AMIR H	STE 420	BALTIMORE	MD	21201		
1962423632	MUSISI STEPHEN N	10210 REISTERSTOWN RD	OWINGS MILLS	MD	21117		
1679526347	RANDALL EMERGENCY PHYSICIANS	5401 OLD COURT RD	RANDALLSTOWN	MD	21133		
1730131657	YARDMORE EMERGENCY PHYSICIANS	2401 W BELVEDERE AVE	BALTIMORE	MD	21215		
1164535274	ZOLL LIFECOR CORP	121 GAMMA DRIVIE	PITTSBURGH	PA	15238		
1194834036	MILLER STEVEN C	1838 GREENE TREE RD	BALTIMORE	MD	21208		
1245307818	SMITH ROBERT R	1901 SULPHUR SPRING RD	BALTIMORE	MD	21227		
1598934887	HOME SOLUTIONS	3415C CONCORD ROAD	YORK	PA	17402		
1962423632	MENDOZA MELANIE J	8830 BELAIR RD	BALTIMORE	MD	21236		
1144201773	JHU ANESTHESIA CRNA	601 N CAROLINE ST	BALTIMORE	MD	21287		
1679609366	BALTIMORE CITY FIRE DEPARTMENT	SUITE 200	BALTIMORE	MD	21202		

1457478703	REID MAURICE R	300 EAST PULASKI HIGHWAY	ELKTON	MD	21921		
1487772349	STEWART SEAN K	SUITE 104	GREENBELT	MD	20770		
1093963696	USA MEDICAL SERVICES MD LLC	7601 OSLER DRIVE	TOWSON	MD	21204		
1881699049	BAY STATE MEDICAL INC	7271 PARK CIRCLE DR	HANOVER	MD	21076		
1588610166	CHARLES EMERGENCY PHYSICIANS	6701 N CHARLES ST	BALTIMORE	MD	21204		
1609858729	EDGE PARK MEDICAL SUPPLIES	1810 SUMMIT COMMERCE PARK	TWINSBURG	OH	44087		
1649533357	CHAMPION EMERGENCY PHYSICIANS	900 CATON AVENUE	BALTIMORE	MD	21229		
1376622001	JOHNS HOPKINS PHARMAQUIP	SUITE A	BALTIMORE	MD	21224		
1669549614	ANGLADA ALFRED	EAST BLDG 1ST FLOOR	BALTIMORE	MD	21239		
1396052791	WALGREENS INFUSION SERVICES	SUITE 108	BALTIMORE	MD	21228		
1386631323	KCI USA	8230 PRESTON CT STE A	JESSUP	MD	20794		
1679512909	STEIN DEBORAH M	22 S GREENE ST	BALTIMORE	MD	21201		
1275606162	JOHNS HOPKINS PEDITRCS AT HOME	SUITE A	BALTIMORE	MD	21224		
1740218767	FIRST COLONIES ANESTHESIA LLC	8600 OLD GEORGETOWN RD	BETHESDA	MD	20814		
1366416034	PEARSALL MAJORIE	SUITE H	NOTTINGHAM	MD	21236		
1285854026	UPPER CHESAPEAKE EMERGENCY MED	501 S UNION AVENUE	HAVRE DE GRACE	MD	21078		
1700831401	CENTER FOR EMERG MED OF WESTERN	1800 S CLINTON STREET	BALTIMORE	MD	21224		
1578598868	EISENBERG DAVID L	3100 WYMAN PARK DR	BALTIMORE	MD	21211		
1578598868	HARRELL ANTHONY J	2112 DUNDALK AVE	BALTIMORE	MD	21222		
1437223526	PHI AIR MEDICAL	701 WILSON POINT ROAD	BALTIMORE	MD	21220		
1447252416	HUDES RICHARD S	6701 N CHARLES ST	BALTIMORE	MD	21204		
1962423632	MULLETA MOTTI B	3357B CORRIDOR MARKETPLAC	LAUREL	MD	20724		
1225183734	ELMAN MICHAEL J	SUITE 310	BALTIMORE	MD	21237		
1780671099	SEGAL PAUL E	4940 EASTERN AVE	BALTIMORE	MD	21224		
1487772349	NGUYEN KHANH Q	SUITE 104	GREENBELT	MD	20770		
1851405187	CIOTOLA JOSEPH J	STE 210	BALTIMORE	MD	21202		
1003994922	ZONIES KENNETH M	STE 300	PIKESVILLE	MD	21208		

1740586627	SHARMA MANEESH C	SUITE 402	BALTIMORE	MD	21224		
1164535274	ZOLL LIFECOR CORPORATION	121 GAMMA DRIVE	PITTSBURGH	PA	15238		
1093796609	BARAZANJI MAHA H	600 N WOLFE ST	BALTIMORE	MD	21287		
1013023647	KOMAN JON D	SUITE 300	BALTIMORE	MD	21209		
1932167178	WINTHROP JAMES D	SUITE 100	GLEN BURNIE	MD	21061		
1992809008	MOND CHAIM B	STE 207	BALTIMORE	MD	21209		
1588952337	RADCARE OF MARYLAND PC	2401 WEST BELVEDERE AVENU	BALTIMORE	MD	21215		
1336136035	MILLER PAUL R	STE 210	CATONSVILLE	MD	21228		
1902826381	CALLOWAY LABORATORIES INC	34 COMMERCE WAY	WOBURN	MA	01801		
1932167178	YEGANEH FREDERIK K	7253 AMBASSADOR RD	BALTIMORE	MD	21244		
1699774018	LIFESTAR RESPONSE OF MD	SUITE 1006	BALTIMORE	MD	21227		
1932167178	BREITER STEVEN N	SUITE 100	GLEN BURNIE	MD	21061		
1720197924	NAFF NEAL J	SUITE 360	BALTIMORE	MD	21209		
1578569240	QUINONES-HINOJOSA ALFREDO	4940 EASTERN AVE	BALTIMORE	MD	21224		
1629360813	SIMMONS MICHELLE D	7055 SAMUEL MORSE DRIVE	COLUMBIA	MD	21046		
1689623175	DICKFELD TIMM M	S3B01	BALTIMORE	MD	21201		
1790706844	ROBINSON RAMONA L	STE 100	CATONSVILLE	MD	21228		
1780615922	SALEEM ASGAR M	STE 102	BALTIMORE	MD	21229		
1578598868	BROWN MELVA J	3100 WYMAN PARK DR	BALTIMORE	MD	21211		
1578598868	YANG YUE C	3100 WYMAN PARK DR	BALTIMORE	MD	21211		
1093948002	UPPAL ARVINDER	SUITE 103	PIKESVILLE	MD	21208		
1013913789	NAYFEH TARIQ A	4924 CAMPBELL BLVD	NOTTINGHAM	MD	21236		
1194834036	GAMBRILL JOHN	SUITE 340	TOWSON	MD	21286		
1639119035	ALDRICH E FRANCOIS	STE 360	BALTIMORE	MD	21201		
1609823004	KAUSIK SANKAR J	STE 202	BEL AIR	MD	21014		
1174547525	HINTON RICHARD Y	SUITE 400	BALTIMORE	MD	21218		
1891904926	ZHANG RONG	SUITE 680	BALTIMORE	MD	21218		
1932167178	YUE NANCY C	7253 AMBASSADOR RD	BALTIMORE	MD	21244		
1891833133	DIAMOND-KRUPITSKY CANDICE L	11 KELLER RD	PIKESVILLE	MD	21208		
1952418535	DEAN CLAYTON L	301 SAINT PAUL PLACE	BALTIMORE	MD	21202		
1689655219	NGUYEN HIEN T	600 N WOLFE ST	BALTIMORE	MD	21287		
1215095203	RANDOLPH MICHAEL A	STE 136	BALTIMORE	MD	21218		
1104834597	BRUNO JAMES R	SUITE 1210	CHEVY CHASE	MD	20815		

1962417634	GRIFFITH BARTLEY P	STE 300	BALTIMORE	MD	21201		
1003079799	ST AGNES ANESTHESIA	900 CATON AVENUE	BALTIMORE	MD	21229		
1780660217	KALMAN MATTHEW A	STE 100	OWINGS MILLS	MD	21117		
1609823004	HUDES RICHARD S	UNIT 1	OWINGS MILLS	MD	21117		
1578598868	MACDONALD BRENT B	1000 E EAGER ST	BALTIMORE	MD	21202		
1962417634	KLIGMAN MARK D	22 S GREENE ST	BALTIMORE	MD	21201		
1356390108	FULD ROBERT A	STE 100	TIMONIUM	MD	21093		
1578569240	RAHMAN MARYAM	600 N WOLFE ST	BALTIMORE	MD	21287		
1780660217	BRENNAN THOMAS G	STE 100	COLUMBIA	MD	21045		
1851685440	YUROW GARY A	SUITE 245	BALTIMORE	MD	21208		
1790706844	BROCKINGTON MCNEAL	STE 100	CATONSVILLE	MD	21228		
1154502789	CRAIG CAREN	SUITE 36	LUTHERVILLE	MD	21093		
1497067847	PHAROAN BASHAR	4744A RIDGE RD	BALTIMORE	MD	21236		
1174547525	MURTHI ANAND M	SUITE 400	BALTIMORE	MD	21218		
1003992868	LIFEBRIDGE ANESTHESIA ASSOC	5401 OLD COURT ROAD	RANDALLSTOWN	MD	21133		
1891770806	LABCORP OF AMERICA HOLDINGS	312 6TH AVENUE SW	S CHARLESTON	WV	25303		
1093796609	BLITZ ARI MEIR	600 N WOLFE ST	BALTIMORE	MD	21287		
1780660217	MORGAN ADAM A	STE 450	BALTIMORE	MD	21208		
1932167178	DESTOUET JUDY M	SUITE 100	GLEN BURNIE	MD	21061		
1932167178	KIM JAN H	STE 112	BALTIMORE	MD	21208		

Disruption Analysis for Over 65 Population

Top NON-Facility Providers - HMO

PROVIDER TIN	PROVIDER NAME	STREET ADDRESS	CITY ADDRESS	STATE	ZIP	Medicare Advantage In- Network 1=Yes 0=No	Medicare Advantage Out of Network 1=Yes 0=No
1710057500	JOHNS HOPKINS PHARMQUIP	SUITE A	BALTIMORE	MD	21224		
1891785937	WHITE ROSE AMBULANCE	54 N HARRISON ST	YORK	PA	17403		
1326052614	GRODIN MICHAEL H	SUITE 200	LUTHERVILLE	MD	21093		
1396710703	NARANG MOHIT	SUITE 340	OWINGS MILLS	MD	21117		
1609823004	GOLDSTEIN DAVID S	SUITE 625 PHYS PAVILION N	BALTIMORE	MD	21204		
1043260474	E C U PHYSICIANS	P O BOX 751069	CHARLOTTE	NC	28275		
1992809008	MOND CHAIM B	STE 207	BALTIMORE	MD	21209		
1710164504	SAIEDY SAMER	SUITE B201	LUTHERVILLE	MD	21093		
1609823004	TUTRONE RONALD F	SUITE 625 PHYS PAVILION N	BALTIMORE	MD	21204		
1609823004	BROOKLAND ROBERT KEITH	UNIT 1	OWINGS MILLS	MD	21117		
1801829932	HAUPTMAN HOWARD W	STE 310	BALTIMORE	MD	21286		
1265574495	DORN MICHAEL A	3914 HICKORY AVENUE	BALTIMORE	MD	21211		
1710164504	ZEMANKIEWICZ NORBERT	SUITE B201	LUTHERVILLE	MD	21093		
1740322288	MARVENKO ROBERT P	8305 LIBERTY RD	BALTIMORE	MD	21244		
1992751549	NATIONS HOME INFUSTION	SUITE L AND M	OWINGS MILLS	MD	21117		
1639160708	ONE EIGHTY MEDICAL INC	SUITE A	OKLAHOMA CITY	OK	73127		
1881699049	BAY STATE MEDICAL INC	7271 PARK CIRCLE DR	HANOVER	MD	21076		
1376679100	LAKHANPAL ROHIT R	STE 425	OWINGS MILLS	MD	21117		
1003927989	YOUNG MARK A	STE 105	PIKESVILLE	MD	21208		
1194834036	MILLER STEVEN C	1838 GREENE TREE RD	BALTIMORE	MD	21208		

1922054915	AMERICLE HEALTHCARE INC	SUITE 13	CROFTON	MD	21114		
1639153448	EASTERN UROLOGICAL ASSOCIATES P	275 BETHESDA DRIVE	GREENVILLE	NC	27834		
1952355489	RIAL JAMES A	31455 WINTERPLACE PKWY	SALISBURY	MD	21804		
1063522522	BIOSCRIP PHARMACY	1325 14TH STREET NW	WASHINGTON	DC	20005		
1174547525	ASDOURIAN PAUL L	SUITE 400	BALTIMORE	MD	21218		
1609823004	ZINREICH EVA S	UNIT 1	OWINGS MILLS	MD	21117		
1730184409	COMFORT CARE MEDICAL EQUIP	109-67	BEL AIR	MD	21015		
1679609366	BALTIMORE CITY FIRE DEPARTMENT	SUITE 200	BALTIMORE	MD	21202		
1790005254	REDWOOD STANLEY M	SUITE 302	BALTIMORE	MD	21209		
1336184241	GREENAN TIMOTHY JOHN	7901 BEECHCRAFT AVE STE H	GAITHERSBURG	MD	20879		
1417986712	ANTONOPOULOS CHRISTINA	SUITE 300	BALTIMORE	MD	21244		
1154434819	AMERICOAST MARYLAND LLC	6909 GOLDEN RING RD	BALTIMORE	MD	21237		
1710043526	ADEPOJU ADEYINKA A	416 EAST 30TH STREET	BALTIMORE	MD	21218		
1386898443	BALASUBRAMANIAN SRIRAM H	SUITE 210	BEL AIR	MD	21015		
1588952337	RADCARE OF MARYLAND PC	2401 WEST BELVEDERE AVENU	BALTIMORE	MD	21215		
1447584875	INSEL JERALD	STE 206	BALTIMORE	MD	21239		
1558698134	SUCHIN CRAIG R	SUITE 120	TOWSON	MD	21286		
1225183734	ELMAN MICHAEL J	SUITE 310	BALTIMORE	MD	21237		
1215937834	MEDI HOME CARE	STE 100	OWINGS MILLS	MD	21117		
1376544494	TEPPER MARCOS	SUITE 102	TOWSON	MD	21204		
1790706844	BROCKINGTON MCNEAL	STE 100	CATONSVILLE	MD	21228		
1033229695	LINGGRAPHICARE AMERICA INC	103 CARNEGIE CENTER	PRINCETON	NJ	08540		
1740322288	WORLEY JULIET R	8305 LIBERTY RD	BALTIMORE	MD	21244		
1609823004	SIGMAN DAVID B	SUITE 200	OWINGS MILLS	MD	21117		
1124247218	HOU L AC WANYING I	STE 11	OWINGS MILLS	MD	21117		
1619088820	STOTLER MICHAEL V	STE 203	JOPPA	MD	21085		
1699774018	LIFESTAR RESPONSE OF MD	SUITE 1006	BALTIMORE	MD	21227		
1639179112	KATZ HAROLD R	SUITE 225	BALTIMORE	MD	21208		
1336136035	MILLER PAUL R	STE 210	CATONSVILLE	MD	21228		
1962417634	LEESER DAVID B	22 S GREENE ST	BALTIMORE	MD	21201		

1972551919	E C U PHYS FAM MED CTR	P O BOX 751069	CHARLOTTE	NC	28275		
1386643856	DYNASPLINT SYSTEMS INC	STE W21	SEVERNA PARK	MD	21146		
1912956335	MIRZA HARIS I	321 SE 29TH PL	OCALA	FL	34471		
1295923670	SUMMIT AMBULATORY SURGICAL CTR	SUITE 220	OWINGS MILLS	MD	21117		
1699067058	MIN MYO	SUITE 208	BALTIMORE	MD	21237		
1194834036	SALMON DUNCAN	SUITE 405	BALTIMORE	MD	21239		
1366416034	PEARSALL MAJORIE	SUITE H	NOTTINGHAM	MD	21236		
1174815807	ROGERS JONATHAN	SUITE 535	PIKESVILLE	MD	21208		
1437174059	SCHARPER PHILIP HENRY H	FL 6	BALTIMORE	MD	21215		
1932161312	CARL TIA R	STE 105	BEL AIR	MD	21014		
1699799635	BRESLIN ROBERT J	SUITE 303	BALTIMORE	MD	21239		
1467408450	MEDLANTIC HEALTHCARE GROUP INC	9000 FRANKLIN SQUARE DR	BALTIMORE	MD	21237		
1578598868	EISENBERG DAVID L	3100 WYMAN PARK DR	BALTIMORE	MD	21211		
1780748939	LINCARE PHARMACY	PO BOX 901530	KANSAS CITY	MO	64190		
1770684805	OPARA BENJAMIN I	827 LINDEN AVE	BALTIMORE	MD	21201		
1184858359	PULSE MEDICAL TRANSPORTATION	12 MUSIC FAIR ROAD	OWINGS MILLS	MD	21117		
1174526792	AMERICAN MEDICAL EQUIPMENT INC	733 FREDERICK ROAD	CATONSVILLE	MD	21228		
1730131657	YARDMORE EMERGENCY PHYSICIANS	2401 W BELVEDERE AVE	BALTIMORE	MD	21215		
1659336261	AL-TALIB KHALID K	827 LINDEN AVE	BALTIMORE	MD	21201		
1952355489	ATLANTIC RETINAL CENTER PA	31455 WINTER PLACE PKWY	SALISBURY	MD	21804		
1679526347	RANDALL EMERGENCY PHYSICIANS	5401 OLD COURT RD	RANDALLSTOWN	MD	21133		
1306833595	LIFETIME CANCER SCREENING	12092 MAGNOLIA DRIVE	TAMPA	FL	33612		
1790761625	KATZ JERRY	5310 OLD COURT RD	RANDALLSTOWN	MD	21133		
1437458759	WEINERS HOME HEALTH CARE CENTER	3635 OLD COURT ROAD	PIKESVILLE	MD	21208		
1427137546	LINCARE INC	SUITE 107	BALTIMORE	MD	21220		
1336288224	EYE SURGERY CENTER OF WHITE MAR	STE 5	BALTIMORE	MD	21234		

1245307818	SMITH ROBERT R	1901 SULPHUR SPRING RD	BALTIMORE	MD	21227		
1174564736	LEDAKIS PANAYOTIS	FL 4	BALTIMORE	MD	21202		
1376679100	LAKHANPAL VINOD	STE 425	OWINGS MILLS	MD	21117		
1164425922	TRANSCARE MARYLAND INC	STE L-M	BALTIMORE	MD	21227		
1174547525	TORTOLANI PAUL J	SUITE 400	BALTIMORE	MD	21218		
1710013701	MILLAN CARLOS A	STE 105	BALTIMORE	MD	21201		
1134308802	RICHARDSON LEONARD A	SUITE 300	PIKESVILLE	MD	21208		
1376679100	SCHOCKET STANLEY S	STE 425	OWINGS MILLS	MD	21117		
1003853706	BADDER ELLIOTT M	STE 212	BALTIMORE	MD	21202		
1548285430	KROOPNICK ROBERT B	STE 300	PIKESVILLE	MD	21208		
1003992868	LIFEBRIDGE ANESTHESIA ASSOC	5401 OLD COURT ROAD	RANDALLSTOWN	MD	21133		
1356390108	BROWN ERIC MATTHEW	25 CROSSROADS DRIVE	OWINGS MILLS	MD	21117		
1306852827	LOH JOHN J	1124 MACE AVE	BALTIMORE	MD	21221		
1346211935	THOMPSON JOHN T	STE 605	TOWSON	MD	21204		
1609823004	LEONE NICHOLAS T	SUITE 200	OWINGS MILLS	MD	21117		
1427250448	DIPLOMAT PHARMACY	4100 S SAGINAW STREET	FLINT	MI	48507		
1619918729	KRAUSS ANDREW	825 RIDGE LAKE BLVD	MEMPHIS	TN	38120		
1275684516	WELLSPAN INFUSION SERVICE	304 ST CHARLES WAY	YORK	PA	17402		
1992812408	FREEDMAN SHELLEY	STE 16	PIKESVILLE	MD	21208		
1609823004	FILDERMAN PETER S	STE 100	BALTIMORE	MD	21229		
1063432391	ASSOCIATED MEDICAL SPECIALISTS	8121 ROURK ST	MYRTLE BEACH	SC	29572		
1073804712	LEONE ENZO J	SUITE 100	PASADENA	MD	21122		
1679739627	ARMSTRONG MICHAEL A	SUITE 304	ROSEDALE	MD	21237		
1992738124	DAWN AERLYN G	SUITE 390	ELLCOTT CITY	MD	21043		

Disruption Analysis for Over 65 Population

Top NON-Facility Providers - PPO

PROVIDER TIN	PROVIDER NAME	STREET ADDRESS	CITY ADDRESS	STATE	ZIP	Medicare Advantage In-Network 1=Yes 0=No	Medicare Advantage Out of Network 1=Yes 0=No
1710057500	JOHNS HOPKINS PHARMQUIP	SUITE A	BALTIMORE	MD	21224		
1891785937	WHITE ROSE AMBULANCE	54 N HARRISON ST	YORK	PA	17403		
1326052614	GRODIN MICHAEL H	SUITE 200	LUTHERVILLE	MD	21093		
1396710703	NARANG MOHIT	SUITE 340	OWINGS MILLS	MD	21117		
1609823004	GOLDSTEIN DAVID S	SUITE 625 PHYS PAVILION N	BALTIMORE	MD	21204		
1043260474	E C U PHYSICIANS	P O BOX 751069	CHARLOTTE	NC	28275		
1992809008	MOND CHAIM B	STE 207	BALTIMORE	MD	21209		
1710164504	SAIEDY SAMER	SUITE B201	LUTHERVILLE	MD	21093		
1609823004	TUTRONE RONALD F	SUITE 625 PHYS PAVILION N	BALTIMORE	MD	21204		
1609823004	BROOKLAND ROBERT KEITH	UNIT 1	OWINGS MILLS	MD	21117		
1801829932	HAUPTMAN HOWARD W	STE 310	BALTIMORE	MD	21286		
1265574495	DORN MICHAEL A	3914 HICKORY AVENUE	BALTIMORE	MD	21211		
1710164504	ZEMANKIEWICZ NORBERT	SUITE B201	LUTHERVILLE	MD	21093		
1740322288	MARVENKO ROBERT P	8305 LIBERTY RD	BALTIMORE	MD	21244		
1992751549	NATIONS HOME INFUSTION	SUITE L AND M	OWINGS MILLS	MD	21117		
1639160708	ONE EIGHTY MEDICAL INC	SUITE A	OKLAHOMA CITY	OK	73127		
1881699049	BAY STATE MEDICAL INC	7271 PARK CIRCLE DR	HANOVER	MD	21076		
1376679100	LAKHANPAL ROHIT R	STE 425	OWINGS MILLS	MD	21117		
1003927989	YOUNG MARK A	STE 105	PIKESVILLE	MD	21208		
1194834036	MILLER STEVEN C	1838 GREENE TREE RD	BALTIMORE	MD	21208		

1922054915	AMERICLE HEALTHCARE INC	SUITE 13	CROFTON	MD	21114		
1639153448	EASTERN UROLOGICAL ASSOCIATES P	275 BETHESDA DRIVE	GREENVILLE	NC	27834		
1952355489	RIAL JAMES A	31455 WINTERPLACE PKWY	SALISBURY	MD	21804		
1063522522	BIOSCRIP PHARMACY	1325 14TH STREET NW	WASHINGTON	DC	20005		
1174547525	ASDOURIAN PAUL L	SUITE 400	BALTIMORE	MD	21218		
1609823004	ZINREICH EVA S	UNIT 1	OWINGS MILLS	MD	21117		
1730184409	COMFORT CARE MEDICAL EQUIP	109-67	BEL AIR	MD	21015		
1679609366	BALTIMORE CITY FIRE DEPARTMENT	SUITE 200	BALTIMORE	MD	21202		
1790005254	REDWOOD STANLEY M	SUITE 302	BALTIMORE	MD	21209		
1336184241	GREENAN TIMOTHY JOHN	7901 BEECHCRAFT AVE STE H	GAITHERSBURG	MD	20879		
1417986712	ANTONOPOULOS CHRISTINA	SUITE 300	BALTIMORE	MD	21244		
1154434819	AMERICOAST MARYLAND LLC	6909 GOLDEN RING RD	BALTIMORE	MD	21237		
1710043526	ADEPOJU ADEYINKA A	416 EAST 30TH STREET	BALTIMORE	MD	21218		
1386898443	BALASUBRAMANIAN SRIRAM H	SUITE 210	BEL AIR	MD	21015		
1588952337	RADCARE OF MARYLAND PC	2401 WEST BELVEDERE AVENU	BALTIMORE	MD	21215		
1447584875	INSEL JERALD	STE 206	BALTIMORE	MD	21239		
1558698134	SUCHIN CRAIG R	SUITE 120	TOWSON	MD	21286		
1225183734	ELMAN MICHAEL J	SUITE 310	BALTIMORE	MD	21237		
1215937834	MEDI HOME CARE	STE 100	OWINGS MILLS	MD	21117		
1376544494	TEPPER MARCOS	SUITE 102	TOWSON	MD	21204		
1790706844	BROCKINGTON MCNEAL	STE 100	CATONSVILLE	MD	21228		
1033229695	LINGGRAPHICARE AMERICA INC	103 CARNEGIE CENTER	PRINCETON	NJ	08540		
1740322288	WORLEY JULIET R	8305 LIBERTY RD	BALTIMORE	MD	21244		
1609823004	SIGMAN DAVID B	SUITE 200	OWINGS MILLS	MD	21117		
1124247218	HOU L AC WANYING I	STE 11	OWINGS MILLS	MD	21117		
1619088820	STOTLER MICHAEL V	STE 203	JOPPA	MD	21085		
1699774018	LIFESTAR RESPONSE OF MD	SUITE 1006	BALTIMORE	MD	21227		
1639179112	KATZ HAROLD R	SUITE 225	BALTIMORE	MD	21208		
1336136035	MILLER PAUL R	STE 210	CATONSVILLE	MD	21228		
1962417634	LEESER DAVID B	22 S GREENE ST	BALTIMORE	MD	21201		

1972551919	E C U PHYS FAM MED CTR	P O BOX 751069	CHARLOTTE	NC	28275		
1386643856	DYNASPLINT SYSTEMS INC	STE W21	SEVERNA PARK	MD	21146		
1912956335	MIRZA HARIS I	321 SE 29TH PL	OCALA	FL	34471		
1295923670	SUMMIT AMBULATORY SURGICAL CTR	SUITE 220	OWINGS MILLS	MD	21117		
1699067058	MIN MYO	SUITE 208	BALTIMORE	MD	21237		
1194834036	SALMON DUNCAN	SUITE 405	BALTIMORE	MD	21239		
1366416034	PEARSALL MAJORIE	SUITE H	NOTTINGHAM	MD	21236		
1174815807	ROGERS JONATHAN	SUITE 535	PIKESVILLE	MD	21208		
1437174059	SCHARPER PHILIP HENRY H	FL 6	BALTIMORE	MD	21215		
1932161312	CARL TIA R	STE 105	BEL AIR	MD	21014		
1699799635	BRESLIN ROBERT J	SUITE 303	BALTIMORE	MD	21239		
1467408450	MEDLANTIC HEALTHCARE GROUP INC	9000 FRANKLIN SQUARE DR	BALTIMORE	MD	21237		
1578598868	EISENBERG DAVID L	3100 WYMAN PARK DR	BALTIMORE	MD	21211		
1780748939	LINCARE PHARMACY	PO BOX 901530	KANSAS CITY	MO	64190		
1770684805	OPARA BENJAMIN I	827 LINDEN AVE	BALTIMORE	MD	21201		
1184858359	PULSE MEDICAL TRANSPORTATION	12 MUSIC FAIR ROAD	OWINGS MILLS	MD	21117		
1174526792	AMERICAN MEDICAL EQUIPMENT INC	733 FREDERICK ROAD	CATONSVILLE	MD	21228		
1730131657	YARDMORE EMERGENCY PHYSICIANS	2401 W BELVEDERE AVE	BALTIMORE	MD	21215		
1659336261	AL-TALIB KHALID K	827 LINDEN AVE	BALTIMORE	MD	21201		
1952355489	ATLANTIC RETINAL CENTER PA	31455 WINTER PLACE PKWY	SALISBURY	MD	21804		
1679526347	RANDALL EMERGENCY PHYSICIANS	5401 OLD COURT RD	RANDALLSTOWN	MD	21133		
1306833595	LIFETIME CANCER SCREENING	12092 MAGNOLIA DRIVE	TAMPA	FL	33612		
1790761625	KATZ JERRY	5310 OLD COURT RD	RANDALLSTOWN	MD	21133		
1437458759	WEINERS HOME HEALTH CARE CENTER	3635 OLD COURT ROAD	PIKESVILLE	MD	21208		
1427137546	LINCARE INC	SUITE 107	BALTIMORE	MD	21220		
1336288224	EYE SURGERY CENTER OF WHITE MAR	STE 5	BALTIMORE	MD	21234		

1245307818	SMITH ROBERT R	1901 SULPHUR SPRING RD	BALTIMORE	MD	21227		
1174564736	LEDAKIS PANAYOTIS	FL 4	BALTIMORE	MD	21202		
1376679100	LAKHANPAL VINOD	STE 425	OWINGS MILLS	MD	21117		
1164425922	TRANSCARE MARYLAND INC	STE L-M	BALTIMORE	MD	21227		
1174547525	TORTOLANI PAUL J	SUITE 400	BALTIMORE	MD	21218		
1710013701	MILLAN CARLOS A	STE 105	BALTIMORE	MD	21201		
1134308802	RICHARDSON LEONARD A	SUITE 300	PIKESVILLE	MD	21208		
1376679100	SCHOCKET STANLEY S	STE 425	OWINGS MILLS	MD	21117		
1003853706	BADDER ELLIOTT M	STE 212	BALTIMORE	MD	21202		
1548285430	KROOPNICK ROBERT B	STE 300	PIKESVILLE	MD	21208		
1003992868	LIFEBRIDGE ANESTHESIA ASSOC	5401 OLD COURT ROAD	RANDALLSTOWN	MD	21133		
1356390108	BROWN ERIC MATTHEW	25 CROSSROADS DRIVE	OWINGS MILLS	MD	21117		
1306852827	LOH JOHN J	1124 MACE AVE	BALTIMORE	MD	21221		
1346211935	THOMPSON JOHN T	STE 605	TOWSON	MD	21204		
1609823004	LEONE NICHOLAS T	SUITE 200	OWINGS MILLS	MD	21117		
1427250448	DIPLOMAT PHARMACY	4100 S SAGINAW STREET	FLINT	MI	48507		
1619918729	KRAUSS ANDREW	825 RIDGE LAKE BLVD	MEMPHIS	TN	38120		
1275684516	WELLSPAN INFUSION SERVICE	304 ST CHARLES WAY	YORK	PA	17402		
1992812408	FREEDMAN SHELLEY	STE 16	PIKESVILLE	MD	21208		
1609823004	FILDERMAN PETER S	STE 100	BALTIMORE	MD	21229		
1063432391	ASSOCIATED MEDICAL SPECIALISTS	8121 ROURK ST	MYRTLE BEACH	SC	29572		
1073804712	LEONE ENZO J	SUITE 100	PASADENA	MD	21122		
1679739627	ARMSTRONG MICHAEL A	SUITE 304	ROSEDALE	MD	21237		
1992738124	DAWN AERLYN G	SUITE 390	ELLCOTT CITY	MD	21043		

NETWORK ACCESS -MEDICAL - MTA

Standard 2 PCP's within 10 Miles

	Employees/Retirees with Access	Total Employees/Retirees	% With Access
PPO			
HMO			

Standard 2 specialists within 15 miles

	Employees/Retirees with Access	Total Employees/Retirees	% With Access
PPO			
HMO			

Standard 1 hospital within 15 miles

	Employees/Retirees with Access	Total Employees/Retirees	% With Access
PPO			
HMO			

NETWORK ACCESS - MEDICARE ADVANTAGE FOR OVER 65 POPUALTION

Standard 2 PCP's within 10 Miles

	Retirees with Access	Total Retirees	% With Access
MED ADVANTAGE PPO			
MED ADVANTAGE HMO			

Standard 2 specialists within 15 miles

	Retirees with Access	Total Retirees	% With Access
MED ADVANTAGE PPO			
MED ADVANTAGE HMO			

Standard 1 hospital within 15 miles

	Retirees with Access	Total Retirees	% With Access
MED ADVANTAGE PPO			
MED ADVANTAGE HMO			

NETWORK ACCESS -Vision - MTA

Standard 2 Providers within 10 Miles

	Employees/Retirees with Access	Total Employees/Retirees	% With Access
Optician			
Optometrist			
Ophthalmologist			
Retail Centers			

VISION NETWORKS BY COUNTY

COUNTY	Optician	Optometrist	Ophthalmologist	Retail Centers
MARYLAND				
Baltimore City				
Baltimore County				
Carroll				
Frederick				
Harford				
Howard				
PENNSYLVANIA				
York				

Disruption Analysis of Previously Utilized Providers

VISION

NPI	Provider Name	Address	City	State	Zip Code	In-Network 1=Yes 0=No	Out of Network 1=Yes 0=No
1245236868	FELDMANN DAVID J		CATONSVILLE	MD	21228		
1740288109	KATZEN BRETT W		TIMONIUM	MD	21093		
1447396700	ROBIN MICHAEL A		BALTIMORE	MD	21215		
1629157227	WAL-MART VISION CENTER		BALTIMORE	MD	21237		
1013948298	COHEN SHOSHANA B		BALTIMORE	MD	21208		
1922189455	DOCTOR'S VISIONWORKS		BALTIMORE	MD	21236		
1740288109	KATZEN BRETT W		BALTIMORE	MD	21202		
1356541783	AFFORDABLE OPTICS		BALTIMORE	MD	21201		
1598846016	DOCTOR'S VISIONWORKS		OWINGS MILLS	MD	21117		
1003843152	SPIND STUART B		GLEN BURNIE	MD	21061		
1942381389	DOCTOR'S VISIONWORKS		CATONSVILLE	MD	21228		
1639179112	BARENBURG OPTOMETRIC SERVICE		BALTIMORE	MD	21222		
1639179112	BARENBURG OPTOMETRIC SERVICE		BALTIMORE	MD	21201		
1215953286	UNITED OPTICAL		BALTIMORE	MD	21212		
1790060887	VISIONWORKS		ROSEDALE	MD	21237		
1881778421	WAL-MART VISION CENTER		NOTTINGHAM	MD	21236		
1659397636	UNITED OPTICAL		DUNDALK	MD	21222		
1144261215	ATTMAN MARC D		BALTIMORE	MD	21228		
1851572788	WAL-MART VISION CENTER		ARBUTUS	MD	21227		
1528065885	BREGEL C ROSS		BALTIMORE	MD	21230		
1730260274	DOCTOR'S VISIONWORKS		TOWSON	MD	21204		
1720173594	FISCHER ROSS M		BALTIMORE	MD	21216		

1821014796	UNITED OPTICAL		NOTTINGHAM	MD	21236		
1578647764	COLE STORE# 8101		BALTIMORE	MD	21244		
1124100284	WAL-MART VISION CENTER		OWINGS MILLS	MD	21117		
1598847477	WAL-MART VISION CENTER		DUNDALK	MD	21222		
1154407641	WAL-MART VISION CENTER		CATONSVILLE	MD	21228		
1396989265	AMERICAS BEST		MIDDLE RIVER	MD	21220		
1255342713	DOYLE RAYMOND W		BALTIMORE	MD	21215		
1184617672	MCGINN MARTIN J		TOWSON	MD	21286		
1326052614	KATZEN EYE GROUP		ROSEDALE	MD	21237		
1578647764	COLE STORE# 8101		WINDSOR MILL	MD	21244		
1598848020	WAL-MART VISION CENTER		TOWSON	MD	21286		
1366473548	LEVIN HOWARD H		PIKESVILLE	MD	21208		
1932268620	PUGLESE LOUIS		BALTIMORE	MD	21237		
1649351040	WAL-MART VISION CENTER		ABINGDON	MD	21009		
1770699191	USA OPTICAL, INC.		SHREWSBURY	PA	17361		
1881699627	STRIER SHARI E		GLEN BURNIE	MD	21061		
1710031497	FOR EYES		GLEN BURNIE	MD	21061		
1306920764	WAL-MART VISION CENTER		GLEN BURNIE	MD	21060		
1144261215	ATTMAN MARC D		BALTIMORE	MD	21224		
1619993607	COHEN ERIC		BALTIMORE	MD	21207		
1518961598	WALKER ERIC Y		RANDALLSTOWN	MD	21133		
1306877683	GORDON JOSHUA S		ELLCOTT CITY	MD	21042		
1770550071	COHEN JEFFREY H		EDGEWOOD	MD	21040		
1912021445	COLE		BALTIMORE	MD	21224		
0000000000	DR ERICK A GRAY		CATONSVILLE	MD	21228		
1366473548	LEVIN HOWARD H		BALTIMORE	MD	21234		
1104930817	SUKONTASUP NUTAPORN		BALTIMORE	MD	21201		
1073683371	SURDIN RONALD		BALTIMORE	MD	21211		
1235125402	LISS ROBERT A		BALTIMORE	MD	21201		
1851472344	DOCTOR'S VISIONWORKS		BEL AIR	MD	21014		
1780800359	SUSEL RICHARD M		BALTIMORE	MD	21229		
1679520928	BLUM DAVID S		ROSEDALE	MD	21237		
1124268156	AMERICAS BEST		BALTIMORE	MD	21201		
1053307173	WEAVER SCOTT S		DALLASTOWN	PA	17313		

1952307373	SUSEL RICHARD M		BALTIMORE	MD	21229		
1376584375	LEVIN RICHARD K		BALTIMORE	MD	21236		
1922189455	VISIONWORKS		BALTIMORE	MD	21236		
1942381389	VISIONWORKS		CATONSVILLE	MD	21228		
1073683371	SURDIN RONALD		REISTERSTOWN	MD	21136		
1811928906	AMERICAS BEST		GLEN BURNIE	MD	21061		
1831135714	LAMMLEIN JOYCE A		BALTIMORE	MD	21239		
1972560282	SOBER THEODORE H		ESSEX	MD	21221		
1063515534	TRAN VU QUANG		NOTTINGHAM	MD	21236		
1780766683	WAL-MART VISION CENTER		SHREWSBURY	PA	17361		
1821028382	FISCHER ROSS M		BALTIMORE	MD	21216		
1629075197	GORDON LOUIS I		SYKESVILLE	MD	21784		
1134290257	DAVIS MICHAEL I		SYKESVILLE	MD	21784		
1477579357	EYE FIT VISION CENTER		BEL AIR	MD	21015		
1053478339	COLE 10396		BALTIMORE	MD	21244		
1477651248	TILLES BARRY F		SEVERNA PARK	MD	21146		
1306924386	MEADOWS MARCUS L		GLEN BURNIE	MD	21060		
1104113752	KENNEY DEBRA L		YORK	PA	17404		
1043374184	COLE STORE# 6496		NOTTINGHAM	MD	21236		
1013098524	DOCTOR'S VISIONWORKS		COLUMBIA	MD	21045		
1215096508	KEYSER SHELDON		CATONSVILLE	MD	21228		
1952490625	GLASSER ANTHONY M		TIMONIUM	MD	21093		
1053478339	COLE 10396		BALTIMORE	MD	21244		
1821154550	COLE 10052		WESTMINSTER	MD	21157		
1033290564	DOCTOR'S VISIONWORKS		HANOVER	MD	21076		
1427212414	DURNAN JERRY		DUNDALK	MD	21222		
1912909292	HOLLOWAY-GRIFASJUDITH H		HAVRE DE GRACE	MD	21078		
1881796977	HUBER STANLEY		REISTERSTOWN	MD	21136		
1215040456	THE OPTICAL PLACE		BALTIMORE	MD	21224		
1730260274	VISIONWORKS		TOWSON	MD	21204		
1417001017	FOR EYES		TIMONIUM	MD	21093		
1801834718	NATIONAL VISION CENTER		YORK	PA	17408		
0000000000	DR ERICK A GRAY		TOWSON	MD	21286		

1093892812	LYNCH JOHN F		OCEAN CITY	MD	21842		
1710905880	BEVERIDGE RYAN		BALTIMORE	MD	21224		
1598846016	VISIONWORKS		OWINGS MILLS	MD	21117		
1821394248	WAL-MART VISION CENTER		FALLSTON	MD	21047		
1740288109	KATZEN BRETT W		ABINGDON	MD	21009		
1437212735	COLE STORE# 8082		BEL AIR	MD	21014		
1619074754	LOSKOT JAMES E		ABINGDON	MD	21009		
1275674095	MANDEL ALISA P		WESTMINSTER	MD	21157		
1457382665	KASPER ROBERT L		BALTIMORE	MD	21224		
1811928906	AMERICAS BEST		GLEN BURNIE	MD	21061		
1952485252	WAL-MART VISION CENTER		COCKEYSVILLE	MD	21030		

DEVIATIONS TO SPECIFICATIONS

All deviations to specifications must be noted on this PROPOSAL FORM.

ATTACHMENT M – HIPAA BUSINESS ASSOCIATE AGREEMENT

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the “Agreement”) is made by and between the Maryland Transit Administration 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 privacy regulations (45 C.F.R. Parts 160 and 164) and security regulations (45 C.F.R. Parts 160, 162, and 164), as amended from time to time, issued by the U.S. Department of Health and Human Services as either have been amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (collectively, “HIPAA”); and

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

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

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

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

DEFINITIONS.

- A. Catch-all definition. The following terms used in this Agreement, whether capitalized or not, shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.
- B. Specific definitions:
1. Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 C.F.R. 160.103, and in reference to the party to this agreement, shall mean ().

2. Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 C.F.R. § 160.103, and in reference to the party to this agreement, shall mean Maryland Transit Administration.
3. HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Parts 160 and Part 164.
4. Protected Health Information (“PHI”). Protected Health Information or “PHI” shall generally have the same meaning as the term “protected health information” at 45 C.F.R. § 160.103.

PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE.

- A. Business Associate may only use or disclose PHI as necessary to perform the services set forth in the Underlying Agreement or as required by law.
- B. Business Associate agrees to make uses and disclosures and requests for PHI consistent with Covered Entity’s policies and procedures regarding minimum necessary use of PHI.
- C. Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity.
- D. Business Associate may, if directed to do so in writing by Covered Entity, create a limited data set, as defined at 45 CFR 164.514(e)(2) , for use in public health, research, or health care operations. Any such limited data sets shall omit any of the identifying information listed in 45 CFR § 164.514(e)(2). Business Associate will enter into a valid, HIPAA-compliant Data Use Agreement, as described in 45 CFR § 164.514(e)(4), with the limited data set recipient. Business Associate will report any material breach or violation of the data use agreement to Covered Entity immediately after it becomes aware of any such material breach or violation.
- E. Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration, or legal responsibilities of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- F. The Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI of an Individual pursuant to §§13405(d)(1) and (2) of the HITECH Act. This prohibition does not apply to the State’s payment of Business Associate for its performance pursuant to the Underlying Agreement.
- G. The Business Associate shall comply with the limitations on marketing and fundraising communications provided in §13406 of the HITECH Act in connection with any PHI of Individuals.

DUTIES OF BUSINESS ASSOCIATE RELATIVE TO PHI.

- A. Business Associate agrees that it will not use or disclose PHI other than as permitted or required by the Agreement or as Required by Law;

- B. Business Associate agrees to use appropriate administrative, technical and physical safeguards to protect the privacy of PHI.
- C. Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the Agreement;
- D.
 - 1. Business Associate agrees to Report to Covered Entity any use or disclosure of PHI not provided for by the Agreement of which it becomes aware, including breaches of unsecured PHI as required by 45 C.F.R. § 164.410, and any Security Incident of which it becomes aware without reasonable delay, and in no case later than fifteen calendar days after the use or disclosure;
 - 2. If the use or disclosure amounts to a breach of unsecured PHI, the Business Associate shall ensure its report:
 - A. Is made to Covered Entity without unreasonable delay and in no case later than fifteen (15) calendar days after the incident constituting the Breach is first known, except where a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security. For purposes of clarity for this Section III.D.1, Business Associate must notify Covered Entity of an incident involving the acquisition, access, use or disclosure of PHI in a manner not permitted under 45 C.F.R. Part E within fifteen (15) calendar days after an incident even if Business Associate has not conclusively determined within that time that the incident constitutes a Breach as defined by HIPAA;
 - B. Includes the names of the Individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach;
 - C. Is in substantially the same form as **ATTACHMENT K-1** attached hereto; and
 - D. Includes a draft letter for the Covered Entity to utilize to notify the affected Individuals that their Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach that includes, to the extent possible:
 - i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - ii) A description of the types of Unsecured PHI that were involved in the Breach (such as full name, Social Security number, date of birth, home address, account number, disability code, or other types of information that were involved);
 - iii) Any steps the affected Individuals should take to protect themselves from potential harm resulting from the Breach;
 - iv) A brief description of what the Covered Entity and the Business Associate are doing to investigate the Breach, to mitigate losses, and to protect against any further Breaches; and

- v) Contact procedures for the affected Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, website, or postal address.
- E. To the extent permitted by the Underlying Agreement, Business Associate may use agents and subcontractors. In accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2) shall ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information, Business Associate must enter into Business Associate Agreements with subcontractors as required by HIPAA;
- F. Business Associate agrees it will make available PHI in a designated record set to the Covered Entity, or, as directed by the Covered Entity, to an individual, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.524, including, if requested, a copy in electronic format;
- G. Business Associate agrees it will make any amendment(s) to PHI in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 C.F.R. § 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.526;
- H. Business Associate agrees to maintain and make available the information required to provide an accounting of disclosures to the Covered Entity or, as directed by the Covered Entity, to an individual, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.528;
- I. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s);
- J. Business Associate agrees to make its internal practices, books, and records, including PHI, available to the Covered Entity and/or the Secretary for purposes of determining compliance with the HIPAA Rules.
- K. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

IV. TERM AND TERMINATION

- A. Term. The Term of this Agreement shall be effective as of the effective date of the Contract entered into following the solicitation for (MTA Dental Benefits), Solicitation # (MTA 1400-B), and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or the PHI created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, in accordance with the termination provisions in this Section IV, or on the date the Covered Entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner. If it is impossible to return or destroy all of the PHI provided by Covered Entity to Business Associate, or the PHI created or received by Business Associate on behalf of Covered Entity, Business Associate's obligations under this contract shall be ongoing with respect to that information, unless and until a separate written agreement regarding that information is entered into with Covered Entity.

- B. Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, Covered Entity shall:
1. Provide an opportunity for Business Associate to cure the breach or end the violation and, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, terminate this Agreement; or
 2. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and Covered entity determines or reasonably believes that cure is not possible.
- C. Effect of Termination.
1. Upon termination of this Agreement, for any reason, Business Associate shall return or, if agreed to by Covered Entity, destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains in any form. Business Associate shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.
 2. Should Business Associate make an intentional or grossly negligent Breach of PHI in violation of this Agreement or HIPAA or an intentional or grossly negligent disclosure of information protected by the MCMRA, Covered Entity shall have the right to immediately terminate any contract, other than this Agreement, then in force between the Parties, including the Underlying Agreement.
- D. Survival. The obligations of Business Associate under this Section shall survive the termination of this agreement.

V. **CONSIDERATION**

Business Associate recognizes that the promises it has made in this Agreement shall, henceforth, be detrimentally relied upon by Covered Entity in choosing to continue or commence a business relationship with Business Associate.

VI. **REMEDIES IN EVENT OF BREACH**

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

VII. **MODIFICATION; AMENDMENT**

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

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

Should there be any conflict between the language of this Agreement and any other contract entered into between the Parties (either previous or subsequent to the date of this Agreement), the language and provisions of this Agreement shall control and prevail unless the parties specifically refer in a subsequent written agreement to this Agreement by its title and date and specifically state that the provisions of the later written agreement shall control over this Agreement.

IX. COMPLIANCE WITH STATE LAW

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

X. MISCELLANEOUS

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

Name: Constance Barnes-Herring

Address: Maryland Transit Administration

Human Resources Dept.

6 St. Paul St., 5th Floor

Baltimore, MD 21202

Email: cbarnes-herring@mta.maryland.gov

Phone: 410-767-3852

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

Address: _____

Attention: _____

Phone: _____

- E. Survival. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this contract shall survive termination or expiration of this Agreement and continue in full force and effect.
- F. Severability. If any term contained in this Agreement is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such term shall be severed from this Agreement, and the remaining terms contained herein shall continue in full force and effect, and shall in no way be affected, prejudiced, or disturbed thereby.
- G. Terms. All of the terms of this Agreement are contractual and not merely recitals and none may be amended or modified except by a writing executed by all parties hereto.
- H. Priority. This Agreement supersedes and renders null and void any and all prior written or oral undertakings or agreements between the parties regarding the subject matter hereof.

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

COVERED ENTITY:

BUSINESS ASSOCIATE:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____