

Purchasing Office
191 South East St
Frederick, Maryland 21701
301-644-5208 phone
301-644-5213 fax



Kerrie Koopman CPPB, CPPO, CPP,
Purchasing Manager
**Kim Miskell, CSBO, Assistant Purchasing
Manager**
Bill Meekins CPPB, CPPO, CSBO, CPCP,
Purchasing Agent
Shane Ryberg, Purchasing Agent

RFP NUMBER/NAME:	21MISC6, Medical Claims Audit Services
RFP ISSUE DATE:	December 15, 2020
CONTRACT MANAGER:	Kim Miskell, CSBO, Assistant Purchasing Manager, kim.miskell@fcps.org
CONTRACT ADMINISTRATOR:	Donna Clabaugh, Senior Manager, Employee Benefits, donna.clabaugh@fcps.org
QUESTIONS:	Questions due no later than 4:00 P.M., local time, on January 4, 2021 Submit questions in writing to the Contract Manager listed above with a copy to the Contract Administrator.
PRE-PROPOSAL DATE:	2:00 P.M., local time, on December 22, 2020 Skype Business: (240) 236-6172 (FCPS) Conference ID: 7907906 Meeting URL: https://meet.fcps.org/kimberly.miskell/D21WC0P9?sl=1
OBTAINING BID DOCUMENTS:	To view and/or download this solicitation package please visit our webpage at: www.fcps.org/bidlist . If you have problems downloading this bid or applicable addenda, contact: amy.beall@fcps.org
BONDS REQUIRED:	NO
MBE REQUIREMENTS:	NO
PROPOSAL DUE DATE:	2:00 P.M., local time, on January 12, 2021 RFP's will be opened and publicly read utilizing Skype Business: Skype Business: (240) 236-6172 (FCPS) Conference ID: 7907906 Meeting URL: https://meet.fcps.org/kimberly.miskell/D21WC0P9?sl=1
RFP SUBMISSION:	Due to COVID-19, in order to protect our Vendors and Staff, the Purchasing Department will only be accepting on-line bid submissions via ProcureNow https://secure.procurenow.com/portal/fcps Meeting URL: https://meet.fcps.org/kimberly.miskell/D21WC0P9?sl=1
TENTATIVE AWARD DATE:	BOE Work Session, scheduled on: March 10, 2021
ELIGIBILITY TO BID:	All Frederick County Public School vendors and or contractors interested in bidding on FCPS projects must register at eMaryland Marketplace Advantage www.procurement.maryland.gov . FCPS will no longer accept bidder's applications.

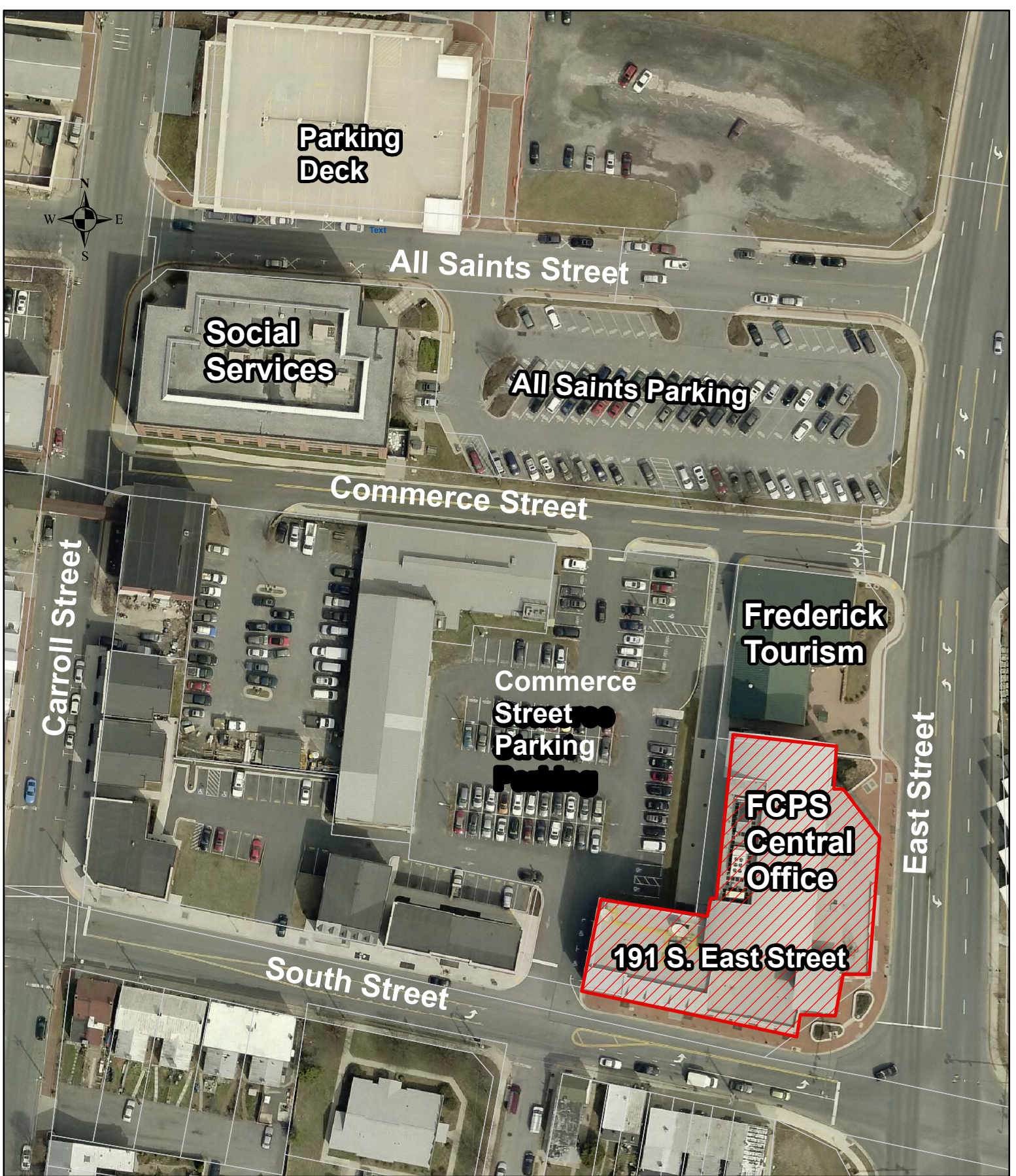
RFP 21MISC6, MEDICAL CLAIMS AUDIT SERVICES

TABLE OF CONTENTS

COVER PAGE	1
TABLE OF CONTENTS	2-3
FCPS CENTRAL OFFICE MAP	4
FCPS CALENDAR	5
FCPS DIRECTORY OF SCHOOLS	6-7
GENERAL TERMS AND CONDITIONS - SECTION I	8-23
Bidder Registration	
Pre-Bid Meeting	
Receipt of Bids	
Opening of Bids	
Addenda	
Preparation of Bid	
Bid Pricing	
Taxes	
Bid Opening	
Errors in Bid Submissions	
Awards or Rejection of Bids	
Contract Formation	
Protests	
Contract Assignment	
Multi-Year Contract	
Hold Harmless	
Contract Disputes	
Termination for Default	
Termination for Convenience	
Governing Law and Venue	
Multi-Agency Participation	
Billing and Payment	
Compliance with Specifications	
Liquidated Damages	
Laws and Regulations	
Patents	
Technology-Based Instructional Products	
Employment of Child Sex Offenders and Persons With Uncontrolled Access to Students	
Drug, Alcohol, And Tobacco-Free Workplace	
Weapon Possession on School Property	
Foreign Language Translator Requirement	
Illegal Immigrant Labor	
Student/Staff Confidentiality	
Public Information Act Notice	
Force Majeure	
Ethics Policy	
Non-Collusion	
Conflict Of Interest	
Federal Contract Awards	
Attachment A - Appendix II to Part 200	

TABLE OF CONTENTS

SPECIFIC TERMS AND CONDITIONS - SECTION II	24-30
Statement of Work	
Background	
Specific Audit Requirements	
Exceptions to Specifications	
Confidential & Proprietary Information	
Governance by Maryland State Law	
Additions/Deletions	
Contractor's & Sub-Contractor's Insurance	
Preparation of Proposal	
Evaluation Criteria & Award	
Technical & Cost Proposal Requirements	
FORM OR PROPOSAL	31
SIGNATURE ACKNOWLEDGING COST PROPOSAL FORM/ADDENDA	32
STATUTORY AFFIDAVIT AND NON-COLLUSION CERTIFICATION FORM	33-34
CERTIFICATION OF COMPLIANCE FORM	35-36
VENDOR CONFLICT OF INTEREST DISCLOSURE FORM	37
CAREFIRST EXTERNAL AUDIT AND INVESTIGATION EAUD 100.01	38-45



Frederick County Public Schools

191 S. East Street

THE SCHOOL YEAR AT A GLANCE

2020

August 31 (Monday)	First Day of School
September 7 (Monday)	Schools* and Offices Closed
September 25 (Friday)	Schools* Closed
September 28 (Monday)	Schools* Closed
October 2 (Friday)	2-Hour Early Dismissal for Students
October 16 (Friday)	Schools* Closed for Students
October 21 (Wednesday)	4-Hour Delayed Opening: Elementary and Middle Only (Parent-Teacher Conferences), No Pre-K; High Schools Open on Time
October 22 (Thursday)	4-Hour Delayed Opening: Elementary and Middle Only (Parent-Teacher Conferences), No Pre-K; High Schools Open on Time
October 23 (Friday)	3 ½-Hour Early Dismissal: Elementary and Middle Only (Parent-Teacher Conferences), No Pre-K; High Schools Open Full Day
November 3 (Tuesday)	Schools** Closed
November 9 (Monday)	Schools* Closed for Students
November 25 (Wednesday)	Schools* and Offices Closed
November 26-27 (Thursday-Friday)	Schools** and Offices Closed
December 11 (Friday)	2-Hour Early Dismissal for Students
December 24-25 (Thursday-Friday)	Schools** and Offices Closed
December 28-31 (Monday-Thursday)	Schools** Closed

2021

January 1 (Friday)	Schools** and Offices Closed
January 18 (Monday)	Schools** and Offices Closed
January 29 (Friday)	Schools* Closed for Students
February 15 (Monday)	Schools** and Offices Closed
March 3 (Wednesday)	2-Hour Early Dismissal for Students
March 29-31 (Monday-Wednesday)	Schools* Closed
April 1 (Thursday)	Schools* Closed
April 2-5 (Friday-Monday)	Schools** and Offices Closed
April 12 (Monday)	Schools* Closed for Students
May 18 (Tuesday)	2-Hour Early Dismissal for Students
May 31 (Monday)	Schools** and Offices Closed
June 22*** (Tuesday)	2-Hour Early Dismissal/Last Day of School for Students

*BOE Determined

**State Mandated (See page 40)

***This calendar includes 5 days for snow or other emergency closings. FCPS will make up days closed for inclement weather or other emergencies in the following sequence: June 16, 17, 18, 21, and 22. If no snow days are used, the last day for students is Tuesday, June 15. The June 2-hour early dismissal will occur on the last day of school for students. If some but not all days are needed, the school year will be shortened by the number of unused days to provide 180 days for students. Dates are subject to BOE revision.

Get Calendar Details:

www.fcps.org/calendar

Like us on Facebook: FCPS Maryland

Follow us on Twitter: @FCPSMaryland

Select FindOutFirst email calendar updates and emergency-closing text messages:

www.fcps.org/fof

See the Calendar Handbook months pages



FCPS Maryland



@FCPSMaryland



www.fcps.org/fof

All dates are subject to change, as the COVID-19 pandemic continues to impact educational programs and school operations during the 2020-2021 school year. The *Maryland Strong Roadmap to Recovery* and the Maryland State Department of Education's *Recovery Plan for Education* guide FCPS in determining responses that will best keep students and staff safe as we work to achieve our mission to reach, challenge and prepare all students for success. Please check www.fcps.org/update and monitor FCPS FindOutFirst messages for the newest information. ★

DIRECTORY OF SCHOOLS

ELEMENTARY

1. **Ballenger Creek** ♦ 240-236-2500
Ms. Megan Stein, Principal
5250 Kingsbrook Drive
Frederick, MD 21703
Fax 240-236-2501
2. **Brunswick** ♦♦ 240-236-2900
Mr. Justin McConnaughey, Principal
400 Central Avenue
Brunswick, MD 21716
Fax 240-236-2901
3. **Butterfly Ridge** ♦♦♦♦ 240-566-0300
Dr. Patricia Hosfelt, Principal
601 Contender Way
Frederick, MD 21703
Fax 240-566-0301
4. **Carroll Manor** ♦♦ 240-236-3800
Ms. Kimberly Robertson, Principal
5624 Adamstown Road
Adamstown, MD 21710
Fax 240-236-3801
5. **Centerville** 240-566-0100
Ms. Karen Hopson, Principal
3601 Carriage Hill Drive
Frederick, MD 21704
Fax 240-566-0101
6. **Deer Crossing** 240-236-5900
Ms. Amy Routzahn, Principal
10601 Finn Drive
New Market, MD 21774
Fax 240-236-5901
7. **Emmitsburg** ● 240-236-1750
Ms. Amber Madigan, Principal
300 South Seton Avenue
Emmitsburg, MD 21727
Fax 240-236-1751
8. **Glade** ♦♦ 240-236-2100
Mr. Stephen Raff, Principal
9525 Glade Road
Walkersville, MD 21793
Fax 240-236-2101
9. **Green Valley** 240-236-3400
Dr. Giuseppe Di Monte, Principal
11501 Fingerboard Road
Monrovia, MD 21770
Fax 240-236-3401
10. **Hillcrest** ♦♦♦♦ 240-236-3200
Mr. Karl Williams, Principal
1285 Hillcrest Drive
Frederick, MD 21703
Fax 240-236-3201
11. **Kempstown** 240-236-3500
Ms. Kathryn Golightly, Principal
3456 Kempstown Church Road
Monrovia, MD 21770
Fax 240-236-3501
12. **Lewistown** ♦ 240-236-3750
Ms. Belinda Fockler, Principal
11119 Hessong Bridge Road
Thurmont, MD 21788
Fax 240-236-3751
13. **Liberty** 240-236-1800
Ms. Jana Strohmeier, Principal
11820 Liberty Road
Frederick, MD 21701
Fax 240-236-1801
14. **Lincoln** ♦♦♦ 240-236-2650
Mr. Eric Rhodes, Principal
200 Madison Street
Frederick, MD 21701
Fax 240-236-2651
15. **Middletown** 240-236-1100
Grades 3-5
Ms. Jan Hollenbeck, Principal
201 East Green Street
Middletown, MD 21769
Fax 240-236-1150
16. **Middletown Primary** ♦♦ 240-566-0200
Grades Pre-K-2
Ms. Sandra Fox, Principal
403 Franklin Street
Middletown, MD 21769
Fax 240-566-0201
17. **Monocacy** ♦♦♦ 240-236-1400
Mr. Troy Barnes, Principal
7421 Hayward Road
Frederick, MD 21702
Fax 240-236-1401
18. **Myersville** 240-236-1900
Ms. Dana Austin, Principal
429 Main Street
Myersville, MD 21773
Fax 240-236-1901
19. **New Market** ♦ 240-236-1300
Mr. Jason Bowser, Principal
93 West Main Street
New Market, MD 21774
Fax 240-236-1301

20. **New Midway-Woodsboro**
Ms. Kimberly Clifford, Principal
A) New Midway 240-236-1500
Grades 3-5
12226 Woodsboro Pike
Keymar, MD 21757
Fax 240-236-1501
B) Woodsboro ● 240-236-3700
Grades Pre-K-2
101 Liberty Road
Woodsboro, MD 21798
Fax 240-236-3701
21. **North Frederick** ♦♦♦♦ 240-236-2000
Ms. Tracy Poquette, Principal
1010 Fairview Avenue
Frederick, MD 21701
Fax 240-236-2001
22. **Oakdale** 240-236-3300
Ms. Leigh Warren, Principal
5830 Oakdale School Road
Ijamsville, MD 21754
Fax 240-236-3301
23. **Orchard Grove** ●♦ 240-236-2400
Mr. Jay Corrigan, Principal
5898 Hannover Drive
Frederick, MD 21703
Fax 240-236-2401
24. **Parkway** 240-236-2600
Ms. Nicole Bell, Principal
300 Carroll Parkway
Frederick, MD 21701
Fax 240-236-2601
25. **Sabillasville** 240-236-6000
Ms. Kate Krietz, Principal
16210-B Sabillasville Road
Sabillasville, MD 21780
Fax 240-236-6001
26. **Spring Ridge** ♦♦ 240-236-1600
Dr. DeVeda Coley, Principal
9051 Ridgefield Drive
Frederick, MD 21701
Fax 240-236-1601
27. **Sugarloaf** 240-566-0500
Ms. Tess Blumenthal, Principal
3400 Stone Barn Drive
Frederick, MD 21704
Fax 240-566-0501
28. **Thurmont** 240-236-0900
Grades 3-5
Ms. Debra O'Donnell, Principal
805 East Main Street
Thurmont, MD 21788
Fax 240-236-0901

29. **Thurmont Primary** ● 240-236-2800
Grades Pre-K-2
Dr. Michele Baisey, Principal
7989 Rocky Ridge Road
Thurmont, MD 21788
Fax 240-236-2801
30. **Tuscarora** ● 240-566-0000
Dr. Kimberly Mazaleski, Principal
6321 Lambert Drive
Frederick, MD 21703
Fax 240-566-0001
31. **Twin Ridge** ♦ 240-236-2300
Ms. Heather Hobbs Michael, Principal
1106 Leafy Hollow Circle
Mt. Airy, MD 21771
Fax 240-236-2301
32. **Urbana** ♦ 240-236-2200
Ms. Tracy Hilliard, Principal
3554 Urbana Pike
Frederick, MD 21704
Fax 240-236-2201
33. **Valley** ● 240-236-3000
Ms. Jennifer Hyde, Principal
3519 Jefferson Pike
Jefferson, MD 21755
Fax 240-236-3001
34. **Walkersville** ♦ 240-236-1000
Ms. Christina McKeever, Principal
83 West Frederick Street
Walkersville, MD 21793
Fax 240-236-1050
35. **Waverley** ♦♦♦ 240-236-3900
Dr. Allie Watkins, Principal
201 Waverley Drive
Frederick, MD 21702
Fax 240-236-3901
36. **Whittier** ♦♦♦ 240-236-3100
Mr. Lorcán ÓEithir, Principal
2400 Whittier Drive
Frederick, MD 21702
Fax 240-236-3101
37. **Wolfsville** 240-236-2250
Ms. Linda Stuart, Principal
12520 Wolfsville Road
Myersville, MD 21773
Fax 240-236-2251
38. **Yellow Springs** 240-236-1700
Ms. Susan Gullo, Principal
8717 Yellow Springs Road
Frederick, MD 21702
Fax 240-236-1701

Middle (continued)

50. **West Frederick** 240-236-4000
Ms. Pattie Barnes, Principal
515 West Patrick Street
Frederick, MD 21701
Fax 240-236-4050
51. **Windsor Knolls** 240-236-5000
Mr. Brian Vasquez, Principal
11150 Windsor Road
Ijamsville, MD 21754
Fax 240-236-5001

HIGH

52. **Brunswick** 240-236-8600
Mr. Michael Dillman, Principal
101 Cummings Drive
Brunswick, MD 21716
Fax 240-236-8601
53. **Catoctin** 240-236-8100
Ms. Jennifer Clements, Principal
14745 Sabillasville Road
Thurmont, MD 21788
Fax 240-236-8101
54. **Frederick** 240-236-7000
Dr. David Franceschina, Principal
650 Carroll Parkway
Frederick, MD 21701
Fax 240-236-7015
55. **Governor Thomas Johnson** 240-236-8200
Ms. Tracey K. Kibler, Principal
1501 North Market Street
Frederick, MD 21701
Fax 240-236-8201
56. **Linganore** 240-566-9700
Ms. Cynthia Hanlon, Principal
12013 Old Annapolis Road
Frederick, MD 21701
Fax 240-566-9701
57. **Middletown** 240-236-7400
Mr. Bernard Quesada, Principal
200 Schoolhouse Drive
Middletown, MD 21769
Fax 240-236-7450
58. **Oakdale** 240-566-9400
Ms. Lisa Smith, Principal
5850 Eaglehead Drive
Ijamsville, MD 21754
Fax 240-566-9401
59. **Tuscarora** 240-236-6400
Mr. Christopher Berry, Principal
5312 Ballenger Creek Pike
Frederick, MD 21703
Fax 240-236-6401



KEY

- ▶ Half-day pre-kindergarten program available
- Full-day pre-kindergarten program available
- ◆ Special education pre-kindergarten available
- ★ STAR (Title I) Schools

MIDDLE

39. **Ballenger Creek** **240-236-5700**
Mr. Jay Schill, Principal
5525 Ballenger Creek Pike
Frederick, MD 21703
Fax 240-236-5701
40. **Brunswick** **240-236-5400**
Mr. Everett Warren, Principal
301 Cummings Drive
Brunswick, MD 21716
Fax 240-236-5401
41. **Crestwood** **240-566-9000**
Mr. Neal Case, Principal
7100 Foxcroft Drive
Frederick, MD 21703
Fax 240-566-9001
42. **Governor Thomas Johnson** **240-236-4900**
Ms. Maggie Gilgallon, Principal
1799 Schifferstadt Boulevard
Frederick, MD 21701
Fax 240-236-4901
43. **Middletown** **240-236-4200**
Mr. Paul Fer, Principal
100 Martha Mason Street
Middletown, MD 21769
Fax 240-236-4250
44. **Monocacy** **240-236-4700**
Mr. Reginald Gunter, Principal
8009 Opossumtown Pike
Frederick, MD 21702
Fax 240-236-4701
45. **New Market** **240-236-4600**
Ms. T.C. Suter, Principal
125 West Main Street
New Market, MD 21774
Fax 240-236-4650
46. **Oakdale** **240-236-5500**
Mr. Daniel Enck, Principal
5810 Oakdale School Road
Ijamsville, MD 21754
Fax 240-236-5501
47. **Thurmont** **240-236-5100**
Ms. Janine Smith, Principal
408 East Main Street
Thurmont, MD 21788
Fax 240-236-5101
48. **Urbana** **240-566-9200**
Mr. Andrew Kibler, Principal
3511 Pontius Court
Ijamsville, MD 21754
Fax 240-566-9201
49. **Walkersville** **240-236-4400**
Mr. Frank Vetter, Principal
55 West Frederick Street
Walkersville, MD 21793
Fax 240-236-4401

60. **Urbana** **240-236-7600**
Mr. David Kehne, Principal
3471 Campus Drive
Ijamsville, MD 21754
Fax 240-236-7601
61. **Walkersville** **240-236-7200**
Dr. Stephanie Ware, Principal
81 West Frederick Street
Walkersville, MD 21793
Fax 240-236-7250

OTHER

62. **Career and Technology Center** **240-236-8500**
Mr. Michael Concepcion, Principal
7922 Opossumtown Pike
Frederick, MD 21702
Fax 240-236-8501
63. **Carroll Creek Montessori Public Charter School *** **240-566-0600**
Ms. Marilyn Horan, Principal
7215 Corporate Court
Frederick, MD 21703
Fax 240-566-0601
64. **Frederick Classical Charter School** **240-236-1200**
Dr. Camille S. Bell, Principal
8445 Spires Way, Suite CC
Frederick, MD 21701
Fax 240-236-1201
65. **Frederick County Virtual School (includes Flexible Evening High School)** **240-236-8450**
TBD, Principal
c/o GTJMS
1799 Schifferstadt Boulevard
Room 116
Frederick, MD 21701
Fax 240-236-8451
66. **Heather Ridge School** **240-236-8000**
Ms. Elizabeth Stiffler, Principal
1445 Taney Avenue
Frederick, MD 21702
Fax 240-236-8001
67. **Monocacy Valley Montessori Public Charter School *** **240-236-6100**
Ms. Amy Dorman, Principal
217 Dill Avenue
Frederick, MD 21701
Fax 240-236-6101
68. **Rock Creek School** **240-236-8700**
Ms. Katie Buckley, Principal
191 Waverley Drive
Frederick, MD 21702
Fax 240-236-8701

FREDERICK COUNTY PUBLIC SCHOOLS (FCPS)
GENERAL TERMS AND CONDITIONS
SECTION I

1. BIDDER REGISTRATION

- a. All Frederick County Public School (FCPS) suppliers and or contractors interested in bidding on FCPS projects must register on eMaryland Marketplace Advantage <https://emma.maryland.gov> FCPS will no longer accept bidder's applications.
- b. Contractors are required to register with eMaryland Marketplace Advantage <https://emma.maryland.gov> within five days following notice of award. Maryland law requires local and state agencies to post award notices on eMaryland Marketplace Advantage. This cannot be done without the contractor's self-registration in the system. Registration is free. Failure to comply with this requirement may be considered grounds for default. It is recommended that any interested bidder register with eMaryland Marketplace Advantage regardless of the award outcome for this procurement as it is a valuable resource for bid notification for municipalities through Maryland.

2. PRE-PROPOSAL MEETING (modified)

- a. A Pre-Proposal Meeting will not be held.
- b. Questions shall be submitted, via email, to the person(s) indicated on the cover page of this solicitation package. Due to possible changes and/or additions to the specifications, bids should not be submitted prior to the Pre-Bid meeting.

3. PREPARATION OF PROPOSAL

- a. Should any bidder be in doubt as to the meaning of the specifications, or should they find any discrepancy or omission, they shall notify the Contract Manager listed on the solicitation cover sheet. If required, bidders will be notified of clarifications and/or additional information by means of addendum.
- b. Bidders, or their authorized representatives, are expected to fully inform themselves as to the conditions and requirements of the specifications before submitting bids. Failure to do so will be at the bidder's own risk.
- c. Bidder must submit one original proposal, with original signatures, unless otherwise specified. Bids must be prepared on the proposal form(s) provided. FCPS proposal forms format shall not be altered.
- d. Each proposal will be sealed, show the full business address and contact information of the bidder and be signed by the person(s) legally authorized to sign contracts. All correspondence concerning the proposal and contract, including notice of award, copy of contract, and purchase order, will be emailed, or mailed, to the address shown on the bid in the absence of written instructions from the bidder to the contrary.
- e. The following items must be included in submission:

- i. Proposal pages completely and accurately filled out:
 - Verify all mathematical calculations.
 - Do NOT use white-out/correction tape.
 - Strike through errors, initial and make correction.
 - Initial corrections.
 - ii. Signature Acknowledgement Form completed and signed.
 - iii. Statutory Affidavit and Non-Collusion Certification form completed and signed.
 - iv. Certificate of Compliance form completed and signed.
 - v. Conflict of Interest Form completed and signed.
 - vi. W-9 (This is the company information that will be entered in the FCPS supplier database).
 - vii. Certificate of Insurance (if applicable).
- f. Bidders shall be required under Article 56, Section 270(4), Annotated Code of Maryland, to provide proof of Certificate of Registry and must be licensed to do business in the State of Maryland and must provide a tax certification number. Visit the following website to ensure compliance: www.Egov.maryland.gov/BusinessExpress .
- g. Proposals by partnerships must be signed with the partnership name, followed by the signature and designation of the person having authority to sign. When requested, satisfactory evidence of authority of the person signing will be furnished. Anyone signing the bid as an agent shall file satisfactory evidence of their authority to do so, if requested.
- h. Proposals by corporations must be signed with the name of the corporation, which must match the information on the submitted W-9, followed by the signature and designation of the person having authority to sign. When requested, satisfactory evidence of authority of the person signing will be furnished. Anyone signing the bid as an agent shall file satisfactory evidence of their authority to do so, if requested.
- i. Failure to sign the proposal document will result in rejection of the bid as non-responsive.
- j. FCPS will not be responsible for any costs incurred by a bidder in preparing and submitting a proposal in response to this solicitation.
- k. If the bidder has made an error, the bidder may request, in writing, to have their proposal withdrawn. Approval of a bidder's request is not automatic and may be given only by the Purchasing Manager. Requests for withdrawal are usually denied, unless the bidder proves to the satisfaction of the Purchasing Manager that the mistake was either a scrivener's error or another type of clearly unintentional error so departing from customary and reasonable business practices as to be obvious and to legitimately and substantially impair the supplier's business

4. PROPOSAL PRICING (modified)

- a. Prices quoted shall not exceed the prices established under any governmental price control regulations.
- b. All proposals submitted shall be irrevocable for a period of 90 days following the proposal due date, and FCPS has within that time period after due date to accept the proposal. FCPS reserves the right to reject any offer that specifies less than 90 days of acceptance time. Upon mutual agreement between FCPS and the contractor, the acceptance time may be extended. Proposals may not be withdrawn during this period.

- c. FCPS retains the right, with mutual consent of the bidder(s), to utilize the proposal pricing and approved price changes for future purchases for as long as the bidder(s) mutually agrees to extend the prices.
- d. The Board will not accept any cost proposal with escalator clauses or other irregular features unless specifically authorized under Special Notices.

5. TAXES

- a. No charge will be allowed for federal excise, state, and/or municipal sales and use taxes, from which the Board of Education of Frederick County is exempt.
- b. A contractor is not eligible, per the Maryland Comptroller's Office, to utilize the tax exemption certificate for governmental agencies

6. ADDENDUM

- a. All changes to the bid solicitation will be made through appropriate addendum issued from the Purchasing Department.
- b. Addendum will be available on the FCPS Purchasing Department webpage. All vendors who are known by the Purchasing Department to have downloaded the bid documents will receive an email notification.
- c. Addendum will be issued a minimum of four (4) days prior to the bid opening date, unless the addendum issued extends the due date. (verified with COMAR, which states addendums within a "reasonable" time)
- d. Each bidder shall ascertain, prior to submitting a proposal that they have received all addendum issued and the bidder shall acknowledge receipt on the Signature Acknowledgement Form. Failure of any bidder to acknowledge the receipt of addendum will not relieve that bidder from any obligations under this solicitation as amended by addendum. All addendum so issued will become a part of the award and contract documents.

7. RECEIPT OF PROPOSALS

- a. Proposals received prior to the time of opening will be time stamped and securely kept unopened. No proposal received thereafter will be considered. FCPS will not be responsible for the premature opening of proposal received that are not properly addressed or identified. Any proposal may be withdrawn before the scheduled time for opening proposals, via written request approved by the Purchasing Manager.
- b. All inner and outer envelopes and packaging, used by Fed Ex, UPS and etc., are to be labeled with the following:
 - Bidder Name
 - Proposal Number and Name
 - Due Date and Time

- c. Proposals received after the designated date and/or time will not be accepted, regardless of when they were mailed or given to a delivery carrier. It is the responsibility of the vendor to ensure that submittals are delivered on time, to the proper location listed in the solicitation.
- d. Proposals not received by the date, time, and location designated on the solicitation cover sheet, due to improper labeling, will be considered non-responsive.
- e. In the event of inclement weather on the date when proposals are scheduled to be opened and the FCPS offices are closed, or operating under a modified schedule, proposals will be opened on the next business day at the same time as previously scheduled. Proposals will be accepted until the scheduled time of opening on the next business day. Often when schools are closed due to inclement weather, administrative offices remain open.

8. OPENING OF PROPOSALS

- a. Sealed proposals will be publicly opened at the location, date, and time indicated on the solicitation cover sheet.
- b. All proposals received must include original signatures; no photo copies will be accepted. Unless specifically authorized, facsimile or emailed bids will not be considered. Modifications by facsimile, or email, of proposals already submitted will be considered if received prior to the time set for opening. No bids will be accepted via telephone.
- c. Complete evaluation of the proposals will not take place at the bid opening and no indication of award will be made. A final recommendation(s) shall be prepared for review and approval by the Board of Education of Frederick County.
- d. The recommended award will be posted to the FCPS BoardDocs website a minimum of three days prior to the Board of Education meeting in which it will be presented.
- e. Final award recommendation, and the bid tabulation, will be posted on the FCPS webpage, www.fcps.org/bidlist, after the Board of Education of Frederick County approval.

9. STANDARD OF QUALITY, "OR EQUAL CLAUSES," AND SUBSTITUTIONS (deleted)

10. SAMPLES (deleted)

11. GUARANTEES AND WARRANTIES (deleted)

12. AWARDS OR REJECTION OF BIDS (modified)

- a. The basis of award shall be the lowest responsible bidder submitting a responsive proposal that conforms to the specifications established in the solicitation.
- b. FCPS reserves the right to determine completeness and/or timeliness of proposals, to reject any or all proposals in whole or in part, to make partial awards, to waive any informality in any quotation,

to increase or decrease quantities if quantities are listed in the bid, to reject any proposal that shows any omissions, alterations of form, additions not called for, conditions, or alternate proposals, and to make any such award as is deemed to be in its best interest.

- c. Bidders may be required, before the awarding of a contract, to show to the complete satisfaction of FCPS, that they have the necessary facilities, ability and financial resources to execute the contract in a satisfactory manner, and within the time specified. Bidders may be required to demonstrate they have the necessary experience, history and references to assure FCPS of their qualifications.
- d. The Board of Education of Frederick County reserves the right to award the bid within 90 days from the date of the proposal opening unless a different time period is stated in the bid document.
- e. In the event of a tie, where all other factors, such as past performance, are considered comparable, the award shall be made to the Frederick County based bidder; the closest Maryland out-of-county based bidder; and the closest out-of-state based bidder, in that order of preference.
- f. FCPS does not have local, state or federal preference requirements except when mandated by a targeted funding source.
- g. If, after competitive sealed proposals have been opened, the Purchasing Manager determines that only one responsible bidder has submitted a responsive proposal, the procurement contract may be negotiated with that one bidder as sole source procurement.
- h. A recommendation for the award of a contract will be presented to the Board of Education of Frederick County for approval. Upon approval of the award of contract, the bidder(s) shall be notified of their award(s). If applicable, an FCPS contract document shall also be issued.
- i. The Board of Education of Frederick County reserves the right to reject the proposal of a bidder who has, in the opinion of FCPS, failed to properly perform under previous contracts, or, who investigation shows, is not in a position to perform the contract.
- j. The Board of Education of Frederick County retains the right to reject any and all proposals, if it is deemed in the best interest of FCPS to do so.

13. CONTRACT FORMATION

- a. Notification of the contract award will be made by letter after approval by the Board of Education of Frederick County.
- b. The primary form of contract is the purchase order(s), and any agreed upon schedules, addendum, shop drawings, and documents associated with the bid solicitation/submission/award.
- c. A secondary form of contract, if required, may be noted in Section II – FCPS Specific Terms and Conditions, of this bid solicitation.
- d. No amendment, modification or change to the contract shall be effective unless such change is in writing and mutually agreed upon by authorized representatives of FCPS and the awarded supplier(s). Changes may not significantly alter the original scope of the agreement.

14. PROTESTS

- a. The Purchasing Manager shall attempt to resolve, informally, all protests of bid award

recommendations. Bidders are encouraged to present their concerns promptly to the Contract Manager for consideration.

- i. The bidder must submit their concern, in writing, addressed to the Purchasing Manager. It should include the following:
 - Name, address, contact information of the protestor;
 - Statement of reasons for the protest;
 - Supporting documentation to substantiate the claim;
 - The remedy sought.
- ii. The protest must be received by the Purchasing Manager at least two calendar days prior to the date of the Board of Education meeting at which the recommendation will be presented. It is the vendors responsibility to ascertain the date and time of award.
- iii. A bidder who does not file a timely protest before the contract is awarded by the Board of Education of Frederick County is deemed to have waived any objection.
- b. The Purchasing Manager shall inform the Chief Financial Officer and/or general counsel upon receipt of the protest, and shall confer with them prior to the issuance of a decision regarding disputes of contracts or awards valued at \$50,000 or above.
- c. The Purchasing Manager shall issue a decision in writing.
- d. Should the protestor disapprove of the Purchasing Manager's decision, they have the right to address the Board of Education of Frederick County during the public comment section of the same Board meeting where the award recommendation is scheduled for award.
- e. The Board of Education of Frederick County's decision is deemed the final action at the local level.
- f. A bidder may appeal a decision of the Board directly to the Maryland State Board of Education in accordance with Board Policy 105.11 and Maryland law.

15. CONTRACT DISPUTES

- a. Any dispute arising under this contract shall be decided by the Contract Administrator, the Contract Manager and the Purchasing Manager, who will communicate their decision to writing and furnish a copy to the vendor. This decision shall be final and conclusive unless, within 30 days, the vendor furnishes a written appeal addressed to the Board of Education of Frederick County. The local Board of Education has the right to hear appeals as provided by Maryland law.
- b. The Board of Education of Frederick County, or its duly authorized representative, will review the appeal for the determination of such appeal and their finding shall be final and conclusive. In connection with any appeal preceding under this clause, the vendor will be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute, the vendor shall proceed diligently with the performance of the contract and in strict accordance with the FCPS staff's decision. Exceptions are decisions determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as to imply bad faith, or not supported by evidence.

- c. This clause does not preclude consideration of laws questioned in connection with the decision provided for above.

16. CONTRACT ASSIGNMENT

- a. The awarded vendor(s) will not assign or transfer any portion of their interest or obligation under this Agreement to any third party, without the prior written consent of the Contract Manager. Nothing herein shall be construed to create any personal or individual liability upon any employee, officer, elected official of the Board of Education of Frederick County, nor shall this Agreement be construed to create any rights hereunder in any person or entity other than the parties to this Agreement.
- b. The awarded vendor(s) will, when required, submit to the Contract Manager, in writing, the name of each subcontractor they intend to employ, the portion of the material to be furnished, their place of business, and any such information as may be required in order to know whether such subcontractor is reputable and reliable and able to furnish satisfactorily the material as called for in the specifications.
- c. FCPS reserves the right to approve or disapprove all subcontractors to be employed on a project. FCPS further reserves the right to approve or disapprove a change of subcontractor once an initial subcontractor has been approved. Any increased cost associated with the change of a subcontractor shall be the full obligation and responsibility of the awarded vendor(s)
- d. The awarded vendor(s) will not legally, or equitably, assign any of the funds payable under the contract, or its claim thereto, unless by, and with, the consent of the Contract Manager.
- e. The awarded vendors(s) will have the same provisions inserted in all subcontracts relative to the terms of the general conditions and other contract documents. Nothing contained in this contract shall create any contractual relations between any subcontractor and FCPS.

17. MULTI-YEAR CONTRACT

- a. Contracts that require funding appropriation for more than one fiscal year automatically terminate if money sufficient for the continued performance is not appropriated for any fiscal year. The date of termination is the last day of the fiscal year for which money was last appropriated, or the date provided in the termination clause of the procurement contract, whichever is earlier.
- b. If the multi-year contract is terminated due to lack of funding, FCPS shall reimburse the supplier for the reasonable value of any nonrecurring costs that were incurred as a result of the multi-year contract, but not amortized in the price of the supplies or services delivered under the multi-year contract. The reasonable value will be negotiated, and mutually agreed upon, by FCPS and the vendor.
- c. The cost of termination may be paid from any appropriation available for that purpose.

18. HOLD HARMLESS

It is understood that the awarded vendor shall defend and hold harmless the Board of Education of Frederick County, and its representatives, from all suits, actions, or claims of any kind brought about as a result of any injuries or damages sustained by person(s) or property during the performance of this contract.

19. TERMINATION FOR DEFAULT

- a. When an awarded vendor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of FCPS. FCPS may, by written notice of default to the vendor terminate the whole or any part of the contract in any of the following circumstances:
 - i. If the vendor fails to perform the services or provide the products within the time and manner specific herein or any extension thereof, or:
 - ii. If the vendor fails to perform any of the provisions of this contract, or fails to make progress as to endanger performance of this contract, in accordance with its terms and in either of these two circumstances does not cure such failure within a period of ten calendar days (or longer as authorized by the Purchasing Manager) after receipt of written notice from the Purchasing Manager of such failure, or:
 - iii. If the vendor willfully attempts to perform the services other than specified as to coverage, limits, protections, and quality or otherwise, without specified authorization in the form of contract amendment, or:
 - iv. If a determination is made by FCPS that the obtaining of the contract was influenced by an employee FCPS having received a gratuity, or a promise therefore, in any way or form.
- b. In the event FCPS terminates the contract in whole or in part, FCPS may procure such products and services, in a manner the Purchasing Manager deems appropriate, and the vendor shall be liable to FCPS for any additional cost(s) incurred.
- c. If, after notice of termination of this contract under provisions of this clause, it is determined for any reason that the vendor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to a termination for convenience.

20. TERMINATION FOR CONVENIENCE

The contract may be terminated by FCPS in accordance with this clause in whole, or in part, whenever FCPS determines that such a termination is in the best interest of FCPS. Written notice shall be given a minimum of 30 days in advance. FCPS will pay for all services, in accordance with contract pricing, up to the date of the termination. However, the awarded vendor(s) shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Under this contract, the awarded vendor does not have a right to unilateral termination for convenience.

21. GOVERNING LAW AND VENUE

- a. The vendor will comply with all Federal, State, and local laws, ordinances and regulations pertaining to work under their charge. If the vendor performs any work which it knows or should know to be contrary to such laws, ordinance, and regulations and without such notices to FCPS they shall bear all costs arising therefrom.
- b. All vendors and subcontractors must abide by the Board of Education of Frederick County policies and FCPS regulations while working on school property.
- c. The vendor certifies that their firm adheres to or follows non-discriminatory practices with respect to the employment and promotion of personnel without regard to color, creed, race, sex, or national

origin.

- d. The solicitation shall be construed in accordance with, and interpreted under, the laws of the State of Maryland. Any lawsuits shall be filed in the appropriate State Court located in Frederick County, Maryland.

22. MULTI-AGENCY PARTICIPATION

- a. FCPS reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland, as well as, any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The awarded vendor(s) agrees to notify the issuing body of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested.
- b. By agreeing to extend the contract to other agencies, the vendor(s) reaffirms and warrants his original commitment to FCPS so that afterwards all items and services shall continue to conform to the requirements and conditions of the original agreement for its duration. Agencies who utilize the contract agree to notify FCPS Purchasing Department of any significant experiences, problems or issues which may, or may have the potential to, affect our administration of this contract.
- c. FCPS assumes no obligation on behalf of any other agency and shall be held harmless if either party is damaged due to the agency or supplier's failure to become informed of, or comply with, any provision or pricing under this agreement. All purchase orders and billing will be transacted between the supplier and the public agency.
- d. Each participating jurisdiction or agency shall enter into its own contract with the awarded vendor(s) and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted in duplicate "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the awarded vendor(s). The Lead Agency does not assume any responsibility other than to obtain pricing for the specifications provided.

23. PACKAGING AND DELIVERY REQUIREMENTS (deleted)

24. BILLING AND PAYMENT

- a. Invoices shall be submitted to: accounts.payable@FCPS.org or in duplicate to:

FREDERICK COUNTY PUBLIC SCHOOLS
Accounts Payable Department
191 South East Street
Frederick, MD 21701

- b. Invoices and packing slips must contain the following information:
 - i. Bid Number
 - ii. Purchase Order Number
 - iii. Item Number (if applicable)
 - iv. Quantity (if applicable)
 - v. Brief Description of Item or Work Performed including the dates worked

- vi. Unit Price Bid/Partial Payment Amount
 - vii. Extended Total for Each Item
 - viii. Grand Total
 - ix. Public School Construction Number (PSC) (if applicable)
- c. Payments will be made by FCPS check, single use credit account or credit card. Credit card statements with level three data are preferred. Bidders are prohibited from charging additional costs or fees from their bid price to process such orders.
 - d. Invoices to be submitted once commodities have been received and/or services have been rendered.

25. COMPLIANCE WITH SPECIFICATIONS (modified)

- a. The awarded vendor(s) will abide by, and comply with, the true intent of the specifications and not take advantage of any unintentional error or omission, but will fully complete every part as to the true intent and meaning of the specifications and drawings.
- b. In the case of any apparent conflict between the specifications and such laws, ordinances, etc., the awarded vendor(s) will contact the Contract Administrator and the Contract Manager for a decision before proceeding with any work.

26. LIQUIDATED DAMAGES

- a. A date for delivery and/or installation/assembly shall be stated in the specifications. Requests for extension of completion time due to strikes, lack of materials, or any other causes over which the awarded vendor(s) has no control must be submitted, in writing, with supporting documentation, to the Contract Manager. Requests must occur immediately upon occurrence of conditions for a time extension to be granted. Extensions are not guaranteed.
- b. If the awarded vendor(s) fails to provide the services, equipment, or other items required within the prescribed time limits, the Contract Manager may elect to obtain services, equipment, or other items necessary from an alternate source.
- c. The awarded vendor(s) will pay any additional cost(s) incurred by FCPS for obtaining replacement services, equipment, and other necessary items.
- d. FCPS shall have the unilateral right of alternate source selection to perform the work when the awarded vendor(s) does not perform the required work.
- e. In addition to, or in lieu of, paying for any incurred replacement costs(s), the awarded vendor(s) may pay liquidated damages, in the amount of \$150 per day, for any delay or failure in performance, as well as any related damages sustained by FCPS.
- f. The assessment of liquidated damages by FCPS against the awarded vendor(s) does not supersede or affect the right of FCPS to impose other remedies that may be available.

27. SAFETY REQUIREMENTS (deleted)

28. PATENTS

The vendor will defend all suites or claims for infringement of any patent rights and will save the Board

of Education of Frederick County harmless from loss.

29. TECHNOLOGY-BASED INSTRUCTIONAL PRODUCTS

All FCPS technology based instructional products (instructional software, online resources, and computer based equipment) must be consistent with the federal Rehabilitation Act, Maryland Subpart B Technical Standards, Section 508, and the most recent revision of WCAG Standards at level AA, for accessibility by students and staff, with disabilities unless doing so would fundamentally alter the nature of the instructional activity or result in undue financial and administrative burdens. Requests for bids, proposals, procurement contracts, and grants will follow established procedures for evaluating compliance to accessibility standards in all purchase decisions.

30. EMPLOYMENT OF CHILD SEX OFFENDERS AND PERSONS WITH UNCONTROLLED ACCESS TO STUDENTS

- a. Be advised that individuals who are registered sex offenders are not eligible to work on any FCPS' project. The awarded vendor(s) must initially check the Maryland Department of Public Safety & Correctional Services' Maryland Sex Offender Registry and search for the name of any employee to be assigned to work on this project. This applies to subcontractors and material/equipment suppliers as well. For projects lasting more than a few months, the vendor will periodically re-check the names of workers against the registry to ensure ongoing compliance. In the event that a registered sex offender is discovered to be working on a FCPS project, whether through employment by the vendor, subcontractor or equipment or material supplier, FCPS will notify the site superintendent to immediately remove the individual from the premises and permanently terminate his work assignment. FCPS may terminate this contract at no additional costs, as a result if the vendor is unable to demonstrate they have exercised care and diligence in the past in checking the Maryland registry.
- b. Contracted service providers who have regular, direct and unsupervised access to children cannot begin service without undergoing the same process as new employees per FCPS Regulation 300-33. If required, an awarded vendor(s) is responsible for payment of the full cost of the criminal background check. Additional information regarding this requirement will be found in Section II – FCPS Specific Terms and Conditions.
- c. The awarded vendor(s), or subcontractor(s), may not knowingly assign an employee to work on FCPS school premises with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of a crime identified as a crime of violence.
- d. The awarded vendor(s) will not assign employees who has been convicted of an offense under § 3-307 or § 3-308 of the Criminal Law Article or an offense under the laws of another state that would constitute a violation of § 3-307 or § 3-308 of the Criminal Law Article if committed in the state.
- e. An awarded vendor will not assign employee who has been convicted of a crime of violence as defined in § 14-101 of the Criminal Law Article, or an offense under the laws of another state that would be a violation of § 14-101 of the Criminal Law Article if committed in this state.
- f. With the passing of Maryland Law MD. Code, Educ. 6-113.2, employers of all contracted staff must obtain background information relating to child sexual abuse or sexual misconduct. This means that all contracted staff having direct contact with students must meet all of the FCPS and Maryland State Department of Education (MSDE) requirements before doing business with FCPS. For additional information, visit:
- Maryland State Department of Education Website;

- House Bill 486 Child Sexual Abuse and Sexual Misconduct Prevention;
- MSDE Guidelines For MD. Code, Educ. 6113.2;
- Employment History Review Form for Child Abuse and Sexual Misconduct

Effective immediately, we will not fingerprint staff provided to FCPS by contractors or staffing agencies. Based on recent procedural review and guidance received from the state of Maryland, it is confirmed that the fingerprint records from the state's Criminal Justice Information System (CJIS) are to be processed and kept by employers only. This means that the contractors providing staff to FCPS are responsible to perform the CJIS fingerprint check since they are the employers of staff being provided to FCPS under various agreements. The fingerprint check required by FCPS and all Maryland school districts is the Adam Walsh Act background transaction (commonly referred to as the Child Care background check).

31. DRUG, ALCOHOL, AND TOBACCO-FREE WORKPLACE

- a. All awarded vendors and subcontractors must abide by Board Policy 112 while working on any FCPS property at all times.
- b. The Board of Education of Frederick County endorses the provisions of Public Law 100-690, Title V, Subtitle D (Drug-Free Workplace Act of 1988) and Public Law 101-226 (The Drug-Free Schools and Communities Act of 1989) and regulations promulgated there under and establishes a drug-free and alcohol-free workplace and school system.
- c. Maryland State Law (COMAR 13A.02.04) provides that each local school system is required to maintain a tobacco-free school environment.

32. WEAPON POSSESSION ON SCHOOL PROPERTY

- a. The criminal code of Maryland makes it illegal to possess a weapon on school property.
- b. No person shall carry or possess any rifle, gun, knife, or deadly weapon of any kind on FCPS property.
- c. Any awarded vendor(s) whose employees violate this clause may be subject to the termination of the contract for cause.

33. FOREIGN LANGUAGE TRANSLATOR REQUIREMENT

- a. An awarded vendor(s) that assigns employees to an FCPS project that do not speak English must have an on-site, full time interpreter.
- b. Failure of an awarded vendor(s) to have an on-site, full time interpreter that is fluent in speaking and understanding an employee's native language for those employees that do not speak English is reason for immediate termination of the contract for cause.

34. ILLEGAL IMMIGRANT LABOR

The use of illegal immigrant labor to fulfill contracts solicited by FCPS is in violation of the law and is strictly prohibited. Awarded vendor(s) and subcontractors must verify employment eligibility of workers in order to assure that they are not violating federal/state/local laws regarding illegal immigration. A compliance audit may be conducted.

35. STUDENT/STAFF CONFIDENTIALITY

Under no circumstances may any supplier /contractor/provider/consultant release, disclose, sell or otherwise use names, addresses, or any other information related to students, or staff, of FCPS and may only use this information for purposes required under any contract/agreement or memorandum of understanding.

Security & Confidentiality

“Company” shall adopt, implement, and maintain commercially reasonable security measures and procedures (including firewalls, passwords, encryption, commercially available virus protection, access and use of adequate back-up computer servers, and periodic back-up of data) on a continuing basis. “Company” acknowledges that the CUSTOMER data housed on the “company” system is the property of CUSTOMER and “company” agrees not to use such data for any purpose except to the extent necessary to fulfill its obligations under the agreement. “Company” agrees that it shall treat the CUSTOMER data with the same degree of care as it accords its own confidential information of a similar nature. “Company” will agree to comply with the provisions regarding the protection of confidential student data as proscribed in the Student Data Privacy Act of 2015 (H.B. 298), and FCPS Policy 442: Student Data Privacy.

36. PUBLIC INFORMATION ACT NOTICE

- a. Bidders should identify those portions of their solicitation, which they deem to be confidential, or to contain proprietary commercial information or trade secrets. Bidders should provide justification why such material, upon request, should not be disclosed by FCPS under the Public Information Act, Title 4, General Provisions Article, Annotated Code of Maryland.
- b. Unless portions of a solicitation are identified as confidential, all records are considered public. A person or governmental unit that wishes to inspect a public record, or receive copies of a public record, shall submit a written or electronic request and direct it to the Office of Legal Services per FCPS Regulation 200-42.

37. FORCE MAJEURE

Force Majeure is defined as an occurrence beyond the control of the affected party and not avoidable by reason of diligence. It includes the acts of nature, war, riots, strikes, fire, floods, epidemics, terrorism, or other similar occurrences. If either party is delayed by Force Majeure, said party shall provide written notification to the other within 48 hours. Delays shall cease as soon as practicable and written notification of same provided. The time of contract completion may be extended by contract modification, for a period of time equal to that delay caused under this condition. FCPS may also consider requests for price increase for raw materials that are directly attributable to the cause of delay. FCPS reserves the right to cancel the contract and/or purchase materials, equipment or services from the best available source during the time of Force Majeure, and the supplier shall have no recourse against FCPS. Further, except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract, if and to the extent that such party’s performance of this contract is prevented by reason of Force Majeure as defined herein.

38. ETHICS POLICY

- a. The Board of Education of Frederick County has an Ethics Policy, which covers conflict of interest, financial disclosure and lobbying. All bidders are expected to comply with any and all Ethics

Policies that may apply to them individually or as a business entity.

- b. All bidders should carefully review Board Policy 109, Ethics, which prohibits FCPS employees from benefiting from business with the school system.

39. NON-COLLUSION

- a. Bidder represents and certifies that prices for these services have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition or any matter related to such prices with any competitor or other bidder. Prices quoted in this bid have not been knowingly disclosed directly or indirectly to any competitor or other supplier prior to the opening of this bid.
- b. Bidder represents and certifies that it has not employed or retained any other company or person (other than a full-time bona fide employee working exclusively for the bidder) with the primary intent to solicit or secure the contract.

40. CONFLICT OF INTEREST

All vendors interested in conducting business with Frederick County Public Schools (FCPS) must complete and return the Vendor Conflict of Interest Disclosure Form included in the solicitation packet, in order to be eligible to be awarded a contract with FCPS.

41. FEDERAL CONTRACT AWARDS

In the event that federal funds are utilized for purchases under this contract, Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, will be applicable.

This document can be found at the end of Section I, General Terms and Conditions, as Attachment “A”.

ATTACHMENT A - APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

RFP 21MISC6, MEDICAL CLAIMS AUDIT SERVICES
FREDERICK COUNTY PUBLIC SCHOOLS (FCPS)
SPECIFIC TERMS AND CONDITIONS
SECTION II

1. STATEMENT OF WORK

Frederick County Public Schools (FCPS) is seeking proposals from qualified outside agency firms to audit FCPS' medical claims. The audit will assess the performance of the FCPS Claims Administrator against industry and contractual standards. The awarded vendor will audit a random assortment of claims and all claims for individuals whose claims exceed \$250,000 (high cost claims). All high cost claims will include an audit of the pharmacy claims.

2. BACKGROUND

Frederick County Public School's group medical insurance is a self-insured plan. As of September 2020, the plan covers approximately 5,283 employees, 2,378 retirees. Including dependents of employees and retirees, covered lives is approximately 16,999. Claim payment and other processing and administrative services for the plan have been provided by Care First BC/BS for the past three (3) years under a Third-Party Administrator (TPA) agreement. FCPS is currently in the third year of a five-year contract with CareFirst. CareFirst BC/BS provides specific stop loss coverage for claims in excess of \$525,000. The stop-loss policy includes coverage for medical and pharmacy claims. FCPS has a Preferred Provided Organization (PPO) plan design with structured in-network and out-of-network benefits.

The number of medical claims process in FY 2020 was 267,067. The medical plan covers all types of medical services including vision, but does not include pharmacy claims. FCPS has a separate pharmacy benefit through CVS/Caremark. An audit of pharmacy claims is not included in the scope of work for this claims audit *with the exception of the audit of high cost claims* that include pharmacy as part of the total claims paid.

A 2020-2021 Summary Plan Description is posted as an attachment to this RFP and on the FCPS website.

3. SPECIFIC AUDIT REQUIREMENTS

The audit policy for CareFirst BC/BS is a document included in this RFP. The Recommended awarded must be able to work within this policy.

- a. Audit CareFirst payments to ensure claims have been accurately processed and paid according to plan and contract provisions. This audit will be of a statistically valid number of claims transactions and cover a two-year period, July 1, 2018 through June 30, 2020. Copies of the current contract pricing arrangements will be provided to the successful proposer.
- b. Audit the cost containment services provided by CareFirst to ensure that cost containment strategies (e.g. pre-certification, coordination of benefits, recovery and reimbursement) have been appropriately implemented.
- c. Audit performance requirements relating to processing timeliness and accuracy. The contract calls for specific performance levels in these areas and monetary penalties if they are not met. The audit shall determine actual performance levels achieved and determine if any monetary penalties are due.
- d. Identify problem areas and claims payment mistakes.
- e. Provide a final written report with findings, documented inefficiencies, and recommendations for any service improvements as identified through the audit.

- f. The proposer must specify their approach to the audit, including audit sampling methodology and minimum sample size.
- g. If discrepancies are found, it is expected the proposer will check these initial findings with United Health Care to verify the discrepancies. Each proposer shall describe their procedures in this area and shall indicate what additional steps they may propose for resolving any disputed claims.
- h. The contractor shall develop specific recommendations for corrective action to ensure optimal claims handling for FCPS.

3. EXCEPTIONS TO SPECIFICATIONS

Bidders taking exception to any part or section of this RFP shall indicate such exceptions on their proposal. Failure to indicate any exceptions shall be interpreted as the bidder's intent to fully comply with all RFP requirements as written.

4. CONFIDENTIAL AND PROPRIETARY INFORMATION

Bidders should give specific attention to the identification of those portions of their proposals that they deem to be confidential, or to contain proprietary information or trade secrets. Such information should be removed from the general part of the proposal and submitted under separate cover. A separate file containing confidential or proprietary information should be labeled as "confidential and proprietary information". Bidders should provide justification why such material, upon request, should not be disclosed by FCPS under the Maryland Public Information Act, State Government Article, Title 10, Subtitle 6, of the Annotated Code of Maryland.

5. GOVERNANCE BY MARYLAND STATE LAW

The provisions of this contract shall be governed by the laws of the State of Maryland. The contract shall be governed in all respects by laws of Maryland and any litigation with respect thereto shall be brought on the courts of Maryland. The contract shall comply with applicable federal and state laws and regulations, including the Health Insurance Portability and Accountability Act (HIPAA) and the Americans with Disabilities Act (ADA) of 1990.

6. ADDITIONS/DELETIONS

FCPS, at its option, may add or delete like or related goods and/or services and/or sites as needed at the sole discretion of the Purchasing Manager. All specifications and requirements of this solicitation will apply to anything additionally added during the contract term.

7. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE

FCPS requires insurance certificates evidencing the compliance of insurance requirements at least ten calendar days after receipt of the Notice of Award. The vendor will not commence work until a notice to proceed letter, or purchase order, is issued, nor will the vendor allow any subcontractor to commence work on their subcontract until the insurance required of the subcontractor has been obtained and approved.

a. Worker's Compensation

The vendor will procure and maintain, during the life of the contract, Worker's Compensation Insurance, as required by applicable State laws. In the case of sublet work, the vendor will require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the vendor's Worker's Compensation Insurance.

b. Employers' Liability Insurance

The vendor will procure and maintain, during the life of the contract, Employers' Liability Insurance in

the following amounts:

E.L. Each Accident	\$100,000.00
E.L. Disease - Each Employee	\$100,000.00
E.L. Disease - Policy Limit	\$500,000.00 each employee

The vendor will require any subcontractor to procure and maintain Employer's Liability Insurance during the life of the contract. It will be the responsibility of the vendor to ensure that all subcontractors comply with this provision, and the vendor will indemnify, and hold harmless, the Board of Education of Frederick County for the failure of the vendor, or any subcontractor, to comply with these provisions.

c. Commercial General Liability Insurance

The vendor will procure and maintain, during the life of the contract, Commercial General Liability Insurance including premises and operations, completed operations and products, on a per occurrence basis, with at least the following limits:

General Aggregate	\$2,000,000 per project
Products-Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000 each occurrence
Each Occurrence	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000 any one person

The "X, C, U" Coverage for explosion, collapse, and underground property damage shall not be excluded from the policy.

Completed operations liability coverage shall be in force for one year after completion of work.

d. Scope of Insurance and Special Hazards

The insurance required in C. and E. will provide adequate protection for the vendor and subcontractors, respectively, against damage claims which may arise from operations under the contract, whether such operations be by the insured or by anyone directly or indirectly employed by them and, also against any of the special hazards which may be encountered in the performance of this contract as enumerated in C. above. Insurance coverage required under C. above shall specifically include property damage caused by conditions otherwise subject to exclusions "X, C, U" (Explosion, Collapse or Underground Damage) as defined by the National Bureau of Casualty Underwriters. Exceptions: contracts that do not require excavation or underground work are not required to have the above "X, C, U" coverage.

e. Comprehensive Automobile Liability

The vendor shall maintain Comprehensive Automobile Liability Insurance including all automotive equipment owned, non-owned and hired, operated, rented, or leased. Minimum limits of Automobile Liability Insurance shall be:

Bodily Injury	\$1,000,000 per person/\$1,000,000 accident
Property Damage	\$1,000,000 each occurrence, or
Combined Single Limit Bodily Injury and Property Damage Liability	\$1,000,000

f. Subcontractor's Insurance

The vendor will either:

- i. Require each of their subcontractors to procure and maintain, during the life of the subcontracts, Liability Insurance of the type and in the same amounts as specified above; or
- ii. Insure the activities of the subcontractors in their own policies. It will be the responsibility of the vendor to insure that all subcontractors comply with this provision, and the vendor will

indemnify and hold harmless the Board of Education of Frederick County for the failure of the vendor, or any subcontractor, to comply with these provisions.

g. Cyber Liability Insurance

The vendor will procure and maintain during the life of the contract Cyber Liability Insurance with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

h. Professional Liability / Errors and Omission

The contractor shall maintain professional liability / errors and omissions coverage in the minimum amounts of \$1,000,000 per claim and \$2,000,000 in aggregate.

i. Proof of Carriage of Insurance

The vendor will furnish FCPS with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. Such certificates also shall contain substantially the following statement: "The insurance covered by this certificate will not be cancelled or materially altered, except after thirty days written notice has been received by FCPS."

j. Additional Insured

The Owner, Board of Education of Frederick County, the Frederick County Government, and other entities stipulated by the Owner, shall be named as additional insured on all vendor's policies, other than Worker's Compensation Insurance policy. The vendor's insurance will be primary and non-contributory to any insurance carried by the Board of Education of Frederick County or other entity. Waiver of subrogation applies to above policies in favor of the certificate holder. Insurance providers must have an AM Best Company rating of at least A-/VIII.

8. PREPARATION OF PROPOSAL

- a. Due to possible changes and/or additions to the solicitation package, FCPS requests that bidders delay submission of their bid package until after the date of the pre-bid meeting or the date that questions are due to allow time for the possible issuance of an addendum. All changes will be processed through appropriate addenda.
- b. The Technical and Cost proposals will be submitted separately on-line via ProcureNow (<https://secure.procurenow.com/portal/fcps>).
- c. Technical Proposal:
 - i. The Technical Proposal submission will include the following forms completed:
 - Technical Proposal
 - Questionnaire
 - Signature Page
 - Statutory Affidavit and Non-Collusion Certification
 - Certification of Compliance
 - Vendor Conflict of Interest Disclosure Form
 - Supporting documents

- d. The Cost Proposal submission will include the following forms completed:
 - i. Form of Proposal Part 2—Pricing
 - ii. No separate costs for travel, mileage, overhead or miscellaneous are acceptable. All costs are to be included in the hourly rates on the Form of Proposal Part 2.
 - iii. Any costs incurred by vendors in preparing or submitting proposal are the sole responsibility of the vendor. Vendors will not be reimbursed for these costs. FCPS will not incur any additional expense(s) should an interview and/or a site visit be required.

9. EVALUATION CRITERIA AND AWARD

- a. A committee of FCPS staff and Insurance Council Members will independently review and evaluate each technical proposal.
- b. FCPS may make any such investigations as are deemed necessary to determine the ability of a firm to provide the insurance coverage as specified herein which may include, but is not limited to: questionnaire, interview and/or site visit, and appraisals of various aspects of the vendor's business including capacity, financials, quality assurance, organization structure and processes and performance.
- c. FCPS reserves the right to clarify information submitted in the Proposal to determine whether an error has been made or whether a waiver of formality, informality or technicality is appropriate. Firms shall furnish FCPS all such information and data necessary to determine if the Proposal is responsible and responsive to the requirement stated herein.
- d. A numeric evaluation system based on 100 points will be used to score the proposal as follows:

Technical Proposal	Points
I. Staffing	10
II. Scheduling	10
III. Experience	15
IV. Scope	25
Historical Performance	
V. Average Claims Error Discovery as a percentage of overall claims spend	10
Cost Proposal	
VI. Cost Proposal	30

- e. Points will be deducted for incomplete or missing responses, or responses that do not follow the required format. Extraneous marketing materials or irrelevant information is not to be submitted.
- f. An interview/presentation may be required to obtain more information prior to recommendation for award, and additional points may be assigned or deducted.
- g. Final ranking will be made on the basis of the criteria and rubric listed above.
- h. The contract will be awarded to the firm complying with all the provisions of the RFP and the stated criteria, subject to the availability of funding and provided it is in the best interest of FCPS to award the contract.

RFP 21MISC6, MEDICAL CLAIMS AUDIT SERVICES
TECHNICAL AND COST PROPOSAL REQUIREMENTS

Please prepare your response to this RFP carefully, and in accordance with the information provided herein. The successful consultant will be chosen by a two-stage procurement method, involving Technical and Cost Proposals. Technical and Cost Proposals will be submitted in separate envelopes and the Cost Proposals will not be opened until the Technical Proposals have been evaluated and ranked. The successful consultant will be chosen by a weighted scale as follows:

A. Technical Proposal

1. Staffing- Indicate the location of your firm's office that would be used on this project. Provide the names and biographies/resumes of the principal(s) of your company, the person(s) who will lead the team as well as the team members who will participate in the project. Include professional designations, if any, and professional affiliations. Biographies/resumes of personnel associated with your firm but not working directly on this project are not to be submitted. (10 points)
2. Scheduling- Submit a projected time table for this project that includes key activities, milestones, and timing for completion of the project. Results of the audit must be completed no later than 90 days from notice of award. Be aware that a completed Certificate of Insurance is required before work can begin. (10 points)
3. Experience- Provide references from at least three clients of similar size for whom you have provided medical claim auditing services. Include school districts if possible. References should include client names, addresses, phone numbers, contact persons, email addresses and a brief description of the specific prior services performed, including the number of covered employees and dates of service. (15 points)
4. Scope of the Project- Answer the specific requirements outlined below under the scope of services. Confirm that the firm has an understanding of the project. (25 points)

B. Cost Proposal

1. Price – The cost proposal shall be broken down by task and Staff discipline and show work hours. This shall constitute backup for the lump sum proposal, Proposal Form. (40 points)

SCOPE OF SERVICES

It is the goal of the Frederick County Public Schools (FCPS)-Frederick County Teachers Association (FCTA)-Frederick Association of School Support Employees (FASSE)-Frederick County Administrative and Supervisory Association (FCASA) Insurance Council to have the proposer audit the FCPS contracted Third Party Administrator (TPA) for medical claims in the following five categories:

- Financial Accuracy
- Processing Accuracy
- Payment Accuracy
- Turnaround Time
- Coordination of Benefits as applicable with a special focus on Coordination of Benefits with Medicare for employees, retirees and their dependents over the age of 65.

1. Project Scope

The proposer must specify how they will determine the following:

- a. Claims are paid in strict accordance with the provisions of the plan.
- b. Documentation is on file for claims paid and verified when necessary.

- c. Claims are paid only on behalf of eligible individuals.
 - d. Amounts are within UCR and/or discounted fee schedules.
 - e. Benefits are paid under the proper benefit classification, diagnostic and procedure codes.
 - f. Appropriate benefit limitations, deductibles, co-payments, co-insurance, and out-of-pocket maximums are applied.
 - g. Coordination of benefits and third-party liability provisions are enforced when applicable.
 - h. Duplicate claims have been properly denied.
 - i. Payment was made to the proper party.
 - j. Claims are processed in a timely fashion and in accordance with performance standards established.
 - k. Adequate quality assurance procedures are in place.
 - l. CareFirst is in compliance with the applicable quality assurance requirements.
 - m. Stop loss claims accuracy
2. Provide a brief description of their organization and its operation.
 3. Describe how your firm conducts a claim audit. Be specific about on-site activities, review criteria, review methods and process, required documentation and the degree of involvement of TPA personnel.
 4. Describe any aspects of your audit process that are unique to your organization and that distinguish you from your competitors.
 5. Describe the measures taken to ensure that the TPA agrees with your results. Describe the process if the TPA strongly disagrees with a finding or recommendation by your firm.
 6. Describe how your firm proposes to evaluate the TPA's handling of Coordination of Benefits with Medicare and with other payers.
 7. Provide sample (sanitized) copies of a medical claims audit report that has resulted from the audit activities of the personnel/team that is being assigned to the FCPS.
 8. Provide real-life examples of specific recommendations for corrective action that have been provided to a client as a result of your firm's audit process. Please include specific examples of recommendations that you feel were the most effective and produced the most tangible results for the client.
 9. Describe your experience, if any, with performing a medical claims audit on CareFirst.
 10. Confirm your company is an independent firm, not affiliated with any insurance carrier, PPO, POS or HMO.

**RFP #21MISC6, MEDICAL CLAIM AUDIT SERVICES
FORM OF PROPOSAL**

In compliance with your invitation to bid, the undersigned purposes to provide all labor, materials, equipment, and incidentals required and necessary to perform an audit of medical claim services, in strict accordance with the specifications for the following amount:

I. Lump Sum

_____ \$ _____
Amount in Words

(Breakdown of Costs by Task and Staff Discipline should be attached. It must show work hours, salaries, overhead, profit and all incidental costs. The sum of these individual costs is considered the Lump Sum and must be all inclusive. No additional fees will be paid unless mutually agreed upon by both parties to the contract.)

II. Subconsultants and their specialty are to be listed below. The fees for the subconsultants must be included in the Lump Sum.

<u>Subconsultants</u>	<u>Specialty</u>
_____	_____
_____	_____
_____	_____
_____	_____

III. Prohibitions – No officer or employee of FCPS, whether elected or appointed, shall in any manner whatsoever, be interested in or receive any benefit from the profits or emoluments of any contract, job, work or service for FCPS. No such officer or employee shall accept any service or thing of value, directly or indirectly from any persons, firm or corporation having dealing with FCPS, upon more favorable terms than those granted to the public generally; nor shall he receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable by FCPS, or by any person in connection with any dealings with FCPS, or by any person in connection with any dealings or proceedings before any branch office, department, board, commission, or other agency of FCPS. No such officer or employee shall, directly or indirectly, be the broker or agent who procures or receives any compensation in connection with the procurement of any type of bonds for FCPS officers, employees or persons or firms doing business with FCPS. No such officer or employee shall solicit or accept any compensation or gratuity in the form of money or otherwise for any act of omission in the course of the public work; provided, however, that the head of any department or board of FCPS may permit an employee to receive a reward publicly offered and paid for, for the accomplishment of a particular task.

The consultant shall be an independent firm not affiliated with any insurance carrier, PPO, POS, HMO, or any other potential bidder for vendor services.

_____	_____	_____
(Print Name)	(Title)	(Date)
_____	_____	_____
(Title)	(Date)	(Signature)

21MISC6, MEDICAL CLAIMS AUDIT SERVICES
SIGNATURE ACKNOWLEDGING PROPOSAL

Note: When submitting your bid/proposal, please use this page as a cover sheet for your proposal.

In compliance with your invitation for bidders, the undersigned proposes to furnish and deliver all labor and materials in accordance with the accompanying specifications and "Instructions and General Conditions" for the price as listed on the enclosed Proposal Sheet(s).

I/We certify that this bid/proposal is made without previous understanding, agreement, or connection with any person, firm, or corporation submitting a bid/proposal for the same goods/services and is, in all respects fair and without collusion or fraud; that none of this company's officers, directors, partners or its employees have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or federal government; and that no member of the Board of Education of Frederick County, Administrative or Supervisory Personnel or other employees of the Frederick County Public Schools, has any interest in the bidding company except as follows:

COMPANY: _____

dba: _____

REGISTERED MARYLAND CONTRACTOR NUMBER: _____

FEDERAL IDENTIFICATION: _____ DATE: _____

The undersigned has familiarized themselves with the conditions affecting the work, the specifications, and is legally authorized to make this proposal on behalf of the Contractor listed above.

NAME (please print): _____

SIGNATURE OF ABOVE: _____

TITLE: _____

ADDRESS: _____

TELEPHONE # _____ FAX # _____

E-MAIL ADDRESS (for correspondence): _____

E-MAIL ADDRESS (for receiving Purchase Orders): _____

**(DO NOT COMPLETE THIS AREA IF YOUR COMPANY IS UNABLE TO RECEIVE
PURCHASE ORDERS ELECTRONICALLY)**

ACKNOWLEDGMENT OF ADDENDA (if applicable)

The above-signed company/firm acknowledges the receipt of the following addenda for the above-referenced solicitation.

Date Received by Proposer/Bidder:

Addendum #1	_____	Addendum #2	_____
Addendum #3	_____	Addendum #4	_____
Addendum #5	_____	Addendum #6	_____
Addendum #7	_____	Addendum #8	_____

RFP 21MISC6, MEDICAL CLAIMS AUDIT SERVICES
FPREDERICK COUNTY PUBLIC SCHOOLS

STATUTORY AFFIDAVIT AND NON-COLLUSION CERTIFICATION

Special Instructions: An authorized representative of the bidder needs to complete the following affidavit and insert an answer to paragraphs 1 and 3.

BIDDERS: The submission of the following Affidavit at the time of the bid opening is:

☒ requested to be completed but not required to be notarized.

☐ required to be completed and notarized.

I, _____, being duly sworn, depose and state:

1. I am the _____ (officer) and duly authorized representative of the firm of
the organization named _____ whose address is
(Name of Corporation)

_____ and that I

possess the authority to make this affidavit and certification on behalf of myself and the firm for which I am acting.

2. Except as described in paragraph 3 below, neither I, nor to the best of my knowledge, the above firm, nor any of its officers, directors, or partners, or any of its employees who are directly involved in obtaining or performing contracts with any public bodies has:
- a. been convicted of bribery, attempted bribery, or conspiracy to bribe, under the laws of any state or of the federal government;
 - b. been convicted under the laws of the state, another state, or the United States of: a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
 - c. been convicted of criminal violation of an antitrust statute of the State of Maryland, another state, or the United States;
 - d. been convicted of a violation of the Racketeer influenced and Corrupt Organization Act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private contract;
 - e. been convicted of any felony offenses connected with obtaining, holding, or maintaining a minority business enterprise certification, as prohibited by Section 14-308 of the State Finance & Procurement Article;
 - f. been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction under any of the laws or statutes described in Paragraph (a) through (e) above; or
 - g. been found civilly liable under an antitrust statute of this State, another state, or the United States for acts or omissions in connection with the submission of bids or proposals for a public or private contract.
3. The only conviction, plea, or admission by any officer, director, partner, or employee of this firm to involvement in any of the conduct described in Paragraph 2 above is as follows:

If none, write "None" below. If involvement, list the date, count, or charge, official or administrative body, the individuals involved, their position with the firm, and the sentence or disposition of the charge.

(you may attach an explanation if necessary)

4. I affirm that this firm will not knowingly enter into a contract with a public body under which a person or business debarred or suspended under Maryland State Finance and Procurement Title 16, subtitle 3, Annotated Code of Maryland, as amended, will provide, directly or indirectly, supplies, services, architectural services, construction-related services, leases of real property, or construction.
5. I affirm that this proposal or bid to the Board of Education of Frederick County is genuine and not collusive or a sham; that said bidder has not colluded, conspired, connived and agreed, directly or indirectly, with any bidder or person to put in a sham bid or to refrain from bidding and is not in any manner, directly or indirectly, sought by agreement of collusion or communication or conference, with any person to fix the bid prices of the affidavit or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that if any bidder, or to secure an advantage against the Board of Education of Frederick County or any other person interested in the proposed contract; and that all statements in the proposal or bid are true. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the Board of Education of Frederick County may terminate any contract awarded and take any other appropriate action.

I DO SOLEMNLY DECLARE AND AFFIRM under the penalties of perjury that the contents of this affidavit are true and correct, that I am executing this Affidavit in compliance with Section 16-311 of the State Finance and Procurement Article, Annotated Code of Maryland, and in compliance with requirements of the Board of Education of Frederick County, and that I am executing and submitting this Proposal on behalf of and as authorized by the bidder named below.

(Legal Name of Company)

(dba)

(Address)

(City)

(State)

(Zip)

(Telephone)

(Fax)

(Print Name)

(Title)

(Date)

(Signature)

(Title)

(Date)

We are/I am licensed to do business in the State of Maryland as a:

() Corporation

() Partnership

() Individual

() Other

If required to be notarized:

(Witness)

(Title)

SUBSCRIBED AND SWORN to before me on this _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires: _____

RFP 21MISC6, MEDICAL CLAIMS AUDIT SERVICES
FREDERICK COUNTY PUBLIC SCHOOLS

CERTIFICATION OF COMPLIANCE

1. All Contractors, subcontractors or vendors must abide by FCPS Board policies and regulations while working on FCPS property.
2. Maryland Law requires that any person who enters into a contract with a county board of education may not knowingly employ an individual to work at a school (or FCPS facility) if the individual is a registered sex offender. Please reference §11-113 of the Criminal Procedure Article of Maryland Code for penalty.
3. Be advised that individuals who are registered sex offenders are not eligible to work on any FCPS project. The Contractor must initially check the Maryland Department of Public Safety & Correctional Services' MARYLAND SEX OFFENDER REGISTRY and search for the name of any employee to be assigned to work on this project. This applies to subcontractors and material/equipment suppliers as well.
4. In the event that a registered sex offender is discovered to be working on a FCPS project, whether through employment by the prime Contractor, subcontractor or vendor, the site superintendent will immediately remove the individual from the premises and permanently terminate his work assignment. FCPS may terminate this contract as a result if the Contractor is unable to demonstrate he has exercised care and diligence in the past in checking the Maryland registry.
5. Effective July 1, 2015, amendments to §6-113 of the Education Article of the Maryland Code further require that a contractor or subcontractor or vendor for a local school system may not knowingly assign an employee to work on school premises with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of, or pled guilty or nolo contendere to, a crime involving:
 - a. A sexual offense in the third or fourth degree under §3-307 or §3-308 of the Criminal Law Article of the Maryland Code.
 - b. Child sexual abuse under §3-602 of the Criminal Law Article of the Maryland Code or any other State; or
 - c. A crime of violence as defined in §14-101 of the Criminal Law Article of the Maryland Code or any other State
6. With the passing of Maryland Law MD. Code, Educ. 6-113.2, employers of all contracted staff must obtain background information relating to child sexual abuse or sexual misconduct. This means that all contracted staff having direct contact with students must meet all of the FCPS and Maryland State Department of Education (MSDE) requirements before doing business with FCPS. See: [Maryland State Department of Education Website](#); [House Bill 486 Child Sexual Abuse and Sexual Misconduct Prevention](#); [MSDE Guidelines For MD. Code, Educ. 6113.2](#); and [Employment History Review Form for Child Abuse and Sexual Misconduct](#) for additional information.

In addition, there has been no change to the current FCPS requirement, that all contracted staff who have contact with students are required to be fingerprinted in order to obtain a criminal background check. Fingerprints and background check are still an enforced FCPS requirement.

7. Under recent amendments to §5-561 of the Family Law Article of the Maryland Code, each contractor, subcontractor, or vendor shall certify by signing this affidavit that any individuals in its work-force including sub-contractors, have undergone a criminal background check, including fingerprinting, if the individuals will work in a FCPS school facility in circumstances where they have direct, unsupervised, and uncontrolled access to children.

By my signature below, I affirm under penalties of perjury that the contents of this Certification of Compliance are true to the best of my knowledge, information and belief.

Signature _____ Date _____

Print name and title of
signatory _____

Print name of
company _____

Vendor Conflict of Interest Disclosure Form

All vendors interested in conducting business with Frederick County Public Schools (FCPS) must complete and return the Vendor Conflict of Interest Disclosure Form, in order to be eligible to be awarded a contract with FCPS.

Please note that all vendors must comply with FCPS's conflict of interest certification, as stated below.

If a vendor has a relationship with a FCPS employee or an immediate family member (spouse, child (stepchild or adopted), parent, or sibling) of a FCPS employee, the vendor shall disclose the information required below.

Certification: I hereby certify, that to the best of my knowledge, there is no conflict of interest involving the vendor named below:

1. No FCPS employee or the employee's immediate family member has an ownership interest in the vendor's company, or is deriving personal financial gain from this contract.
2. No retired or separated FCPS employee who has been retired or separated from the organization for less than one (1) year has an ownership interest in the vendor's company.
3. No FCPS employee is contemporaneously employed or prospectively to be employed with the vendor.
4. The vendor did not provide any information or criteria in the drafting of the solicitation prior to it being advertised for competitive pricing.
5. Vendor hereby declares it has not, and will not provide gifts or hospitality of any dollar value, or any other gratuities to FCPS employee to maintain a contract.
6. Vendor hereby declares that in the process of preparing a quote/bid/proposal for FCPS, there have been no acts of bribery, extortion, trading, laundering of corrupt practices, and/or nepotism have transpired between FCPS employee and the vendor.
7. Please note any other exceptions below.

Vendor Name & Email	Vendor Address & Phone Number
Conflict of Interest Disclosure	
Name of FCPS employee or immediate family member with whom there may be a potential conflict of interest. <i>If no conflict of interest, write "N/A" and initial.</i>	Disclose the relationship to the employee or the immediate family member, their interest in the vendor's company, and any additional information

I certify that the information provided is true and correct by my signature below:

Signature of Vendor Authorized Representative/Date

Printed Name of Vendor Authorized Representative



External Audit and Investigation Policy ***EAUD 100.01***

Page 1 of 8	
Policy Manual: Legal, Corporate Audit & Compliance	Policy Section: External Audit
Policy Owner By Title: Vice President and Chief Compliance & Ethics Officer	
Effective Date: 10/1/2001 Last Review Date: 6/12/2017	

POLICY:

CareFirst is committed to ensuring accurate, timely and thoughtful responses to regulatory and contractual audits and investigations. Accordingly, this Policy addresses the manner in which CareFirst uniformly responds to a self-insured group audit or a regulatory audit or investigation.

This Policy does not apply to:

1. Subpoenas CareFirst receives in the course of general litigation matters;
2. A review of inquiries or complaints of a specific member that are to be overseen by Executive Inquiry;
3. Public policy, legislative, regulatory or financial discussions with regulators that are overseen by Public Policy and Community Affairs or Finance; or
4. Audits of the Federal Employee Health Benefits Program or the Federal Employee Program.

PURPOSE:

The purpose of this Policy is to establish a unified process for CareFirst to timely and accurately respond to audits by self-insured groups, and investigations, audits, surveys, and market conduct exams by regulators.

APPLIES TO:

This Policy is intended to apply to:

- ☒ Associates
- ☒ Contingent Workers
- ☒ Visitors
- ☐ Members of the Boards of Directors

of CareFirst, Inc. and all affiliated, subsidiary, and related companies unless otherwise stated. Collectively, these individuals may be referred to as “you” throughout the Policy.

DEFINITION:

Audit means audits requested by CareFirst self-insured groups, regulatory audits, regulatory investigations, surveys from CareFirst regulators, U.S. Department of Labor subpoenas, and market conduct examinations.

GENERAL:

CareFirst’s Compliance & Ethics’ External Audit Coordination (EAC) department coordinates the Company’s responses to all Audits. Audits subject to this policy may come from:

- a. The U.S. Department of Health and Human Services;
- b. The U.S. Government Accountability Office;
- c. The U.S. Office of Personnel Management;
- d. The U.S. Department of Labor;
- e. The Internal Revenue Service;
- f. The Centers for Medicare & Medicaid Services;
- g. State insurance departments, including without limitation the Maryland Insurance Administration, the D.C. Department of Insurance, Securities & Banking, and the Virginia Bureau of Insurance; and
- h. External audit firms retained by CareFirst self-insured groups to audit CareFirst health benefits administration.

Unless contractually agreed to with a self-insured group:

- No more than one Audit will be allowed annually for any self-insured group,
- No Audit period may exceed the two years prior to the start of the Audit engagement;
- Each Audit must consist of a reasonable sample size for which CareFirst may limit the sample selection to a statistically valid sample size based on a 97% confidence level;

- The self-insured group must pay the full cost of its engagement of a third-party audit firm or its internal team; and
- No Audit may include comprehensive electronic Audits or be based on contingency fee.

EAC will provide routine Audit support, which will include data retrieval costs, materials and supplies, and the staffing cost attributable to the assistance provided to auditors during the course of an Audit.

Any exception to these general provisions must be approved by the Executive Vice President, Large Group Accounts and the Chief Compliance, Ethics & Privacy Officer.

PROCEDURES:

1. The Role of EAC

EAC provides day-to-day supervision and coordination of all Audits at CareFirst. As determined by the EAC Director, others may assume lead roles in coordinating Audits. The EAC Director or his or her designee will be the liaison between CareFirst and the external Audit/regulatory review teams, unless otherwise assigned, and will perform the following functions:

- a. Schedule all Audit activities and discuss Audit/review programs with auditors;
- b. Arrange entrance and exit conferences with external Audit/review team and appropriate staff;
- c. Arrange appropriate office space and system and facility access for Audit/review teams;
- d. As appropriate, coordinate an agenda of appointments required by auditors with CareFirst personnel including senior staff and other management personnel, brief CareFirst management on the subject of the meeting/interview and accompany auditors on all interviews or to any meeting with CareFirst personnel unless otherwise specified;
- e. Collect all documentation of Audit interviews or materials provided by CareFirst personnel and maintain CareFirst central files on all such Audit information and documentation. Arrange and maintain control of papers or other items copied or provided during the course of the Audit;
- f. Provide to the CareFirst officer most involved with the review and the Chief Compliance, Ethics & Privacy Officer periodic written reports regarding the status of the Audit or review; and
- g. Ensure completion of any follow-up activity which may be required after the completion of any Audit/review.

2. Notification and Scheduling of Audit Teams

If you receive notification of an Audit, you must immediately forward the notice to the EAC Director. The Director will notify the appropriate CareFirst management of the notice.

After consultation with other departments that may be involved, the EAC Director will determine feasible Audit dates and coordinate such dates with the Audit agency/organization.

3. Required Documentation Prior to Commencing an Audit

Before an Audit may begin, the EAC will require the following documentation to be obtained:

- a. Each Audit agency/organization or self-insured group requesting an Audit must provide a detailed Audit scope letter regarding the Audit requirements at least 90 days prior to the Audit commencing. CareFirst will hold the Audit agency/organization to the timeframes and scope of the Audit letter unless any changes are agreed to between CareFirst and the agency/organization that also reflect the potential need to modify the Audit commencement and completion dates;
- b. Except for regulatory agencies and the Blue Cross and Blue Shield Association (BCBSA), each Audit agency/organization must provide a copy of its business associate addendum with the self-insured group demonstrating the group's agreement for the agency to access group data;
- c. Except for regulatory agencies and the BCBSA, each Audit agency/organization must execute a CareFirst Non-Disclosure Agreement for Audit Purposes (NDA);
- d. Each Audit agency/organization or self-insured group requesting an Audit must provide CareFirst at least 90 days' advance notice of the actual claims adjudication file review, the document production due date, and any applicable requested interview dates; and
- e. Each Audit agency/organization or self-insured group requesting an Audit must provide CareFirst with the list of claims to be audited and document production request at least 45 days prior to the on-site review or production of the claims files.

4. General Access to Information

No CareFirst document (including any Company record in electronic or paper form) may be removed from the premises, altered in any way or copied without the Compliance Officer's prior written approval. Auditors may not use any copy machines. All documents approved for duplication will only be copied by assigned CareFirst personnel and must be returned to the EAC Director on the day it was received.

To ensure a timely and accurate response to requested information, all information requests must be given to the EAC Director in writing.

CareFirst recognizes that claims, claims history, detailed claims listings or other similar reports may be necessary source documents for review, verification, or sample selection. However, as these documents typically contain confidential and legally protected member information, CareFirst may redact claims, claims histories, and other reports to exclude one or more of the following:

- a. Social Security Number and provider Tax Identification Number;
- b. Member diagnosis or diagnosis code, including any reference to the member's diagnosis and/or symptoms;

- c. Current Procedural Terminology (CPT) descriptions, which are copyrighted by the American Medical Association;
- d. Type of service and/or procedure rendered whether in nomenclature or code;
- e. Specialty, title and name of provider;
- f. Claims attachments, including but not limited to operative reports and nurses notes or other documentation that relates to the type of treatment; and
- g. Subscriber and patient name and address (including signature).

Other BCBSA plans may have information applicable to the Audit may limit information produced during Audits and specify the time necessary for document production. CareFirst cannot control the scope and timeliness of other BCBSA plans' documentation production but will work with such plans as is necessary to provide the requested documentation as soon as practicable.

5. Access to Provider Contracts

CareFirst will allow each Audit agency/organization or self-insured group requesting an Audit access to information contained in the participating provider contracts between a provider and CareFirst only under the following conditions:

- a. The Audit agency/organization and self-insured group requesting an Audit must execute an amendment to the NDA reflecting additional confidentiality protections required before accessing any information contained in a CareFirst participating provider contract;
- b. The Audit agency/organization or self-insured group requesting an Audit may only review information contained in the CareFirst participating provider contract onsite at a CareFirst location designated by the EAC Director;
- c. The portions of the CareFirst participating provider contract CareFirst deems confidential and/or proprietary may not be copied, photographed, altered, recorded or removed from the CareFirst premises;
- d. The Audit agency/organization or self-insured group requesting an Audit will only be provided pricing information contained in the CareFirst participating provider contract relative to the specific claims or CPT codes in question but not the entire fee schedule in its entirety; and
- e. The Audit agency/organization or self-insured group requesting an Audit will be provided access to a maximum of 15 (fifteen) participating contracts per Audit that are directly associated with the sample of claims being audited.

Other BCBSA plans may have contracts with their respective participating providers covering claims reviewed during an Audit. Contracts between providers and any other BCBSA plan or between CFA and a third party provider network are excluded from all Audits and are not subject to review by the Audit agency/organization or self-insured group requesting an Audit as CareFirst cannot control and does not have access to any such contracts.

6. Access to CareFirst Offices

Prior to accessing any CareFirst office, all auditors must comply with CareFirst's security access protocols. All external auditors will receive adequate office space and must observe CareFirst core working hours of 7:30 a.m. to 5:30 p.m. Monday through Friday. All external auditors must leave the CareFirst offices at the end of normal working hours. CareFirst will arrange for parking near its office location.

Auditors must adhere the following:

- a. Each Auditor must swipe his/her CareFirst-issued access badge at various CareFirst access points. Records produced by the swipes may serve as the evidence of an Auditor's onsite attendance.
- b. Each Auditor must refrain from conversing or approaching any associates not assigned to the Audit without the EAC Director's prior approval.
- c. The work space assigned to the Audit team should be kept clean and neatly organized. Auditors may not keep plants, flowers, food or living things in the assigned work space.
- d. Auditors must observe the CareFirst dress code, which is professional attire on Monday through Thursday and business casual on Friday. Jeans, sports shoes, flip flops and exercise attire are not permitted.

7. Preparation Meeting

Each Audit will include a preparation discussion with the appropriate staff prior to the start of the Audit. The Audit will be limited to the areas and scope outlined in the scope letter and agreed to by CareFirst and the audit firm or regulatory agency. Any modifications must be approved by the EAC Director.

8. Interviews with CareFirst Personnel

EAC will coordinate all contacts between external auditors or regulatory agencies and CareFirst personnel. With the consultation and advice of Legal, the EAC Director will assist in scheduling and attending all interviews and meetings with CareFirst management. With the consultation and advice of Legal, the EAC Director, in his or her role as CareFirst liaison, will initiate or engage associates in discussions related to the Audit. If there is a scheduling conflict between the Audit interview and a time-sensitive responsibility, CareFirst will make the associate available as soon as practicable.

9. Audit Findings and Reports

Each Audit finding must be disclosed to the EAC Director when the external Audit team discovers the finding. This process enables CareFirst representatives to review the finding, evaluate the circumstances and explain CareFirst's position.

Unless otherwise contractually agreed to with a self-insured group, each claims Audit must include:

- a. An exit conference prior to their onsite departure, which the EAC will arrange;

- b. A draft Audit report provided to CareFirst within a reasonable time following fieldwork completion;
- c. No less than 15 days for CareFirst to review and respond to the draft Audit report; and
- d. A final Audit report that reflects CareFirst's comments.

CareFirst requests that the auditor transmits a copy of the final report to the EAC Director at the same time it distributes the report to the account so that CareFirst may timely respond to customer questions and issues.

Unless otherwise contractually agreed to with a self-insured group, each financial Audit must include:

- a. An exit conference prior to their onsite departure, which the EAC will arrange;
- b. Written notice of any findings or observations and written notice advising that CareFirst support is no longer necessary.

10. Payment Errors and Adjustments

CareFirst does not allow any payment errors identified for a given claim reviewed during the course of an Audit to be extrapolated to all claims Audited for the purposes of inferring errors in a population of claims payments based upon the error rate in a sample drawn from that population. CareFirst will not reimburse any self-insured group for any extrapolated claims errors.

CareFirst will not accept error rates for group performance guarantee standards resulting from extrapolation methodologies for the purposes of inferring errors in a population of claims payments based upon the error rate in a sample drawn from that population.

CareFirst will adjust individually identified claims CareFirst agrees have been paid in error that are discovered in the course of an Audit. If CareFirst concludes that an identified error is system-related, CareFirst will adjust all claims from the beginning of the Audit period to the current year if agreed to by the self-insured group. CareFirst typically adjusts claims that were incurred after the Audit period.

CareFirst will develop an impact report to establish the prevalence of a payment error that consists of claims actually affected by the error.

RESPONSIBILITY:

The interpretation and implementation of this policy has been assigned to CareFirst's Compliance Officer who may publish further procedures and guidelines as required.

VIOLATIONS:

Violations of this Policy may subject you to disciplinary action, up to and including termination, and/or loss of access privileges.

EXCEPTIONS:

This policy does not apply to Service Benefit Plan Administrative Services Corporation.

LEGAL REFERENCE OR CITATION:

N/A