



**CONSULTING AND TECHNICAL SERVICES (CATS)
TASK ORDER REQUEST FOR PROPOSALS (TORFP)**

REHABILITATIVE CLAIMS SUBMISSION

OBF/GMD-09-001-S

CATS TORFP PROJECT PO: N00P9200116

MARYLAND DEPARTMENT OF HUMAN RESOURCES

ISSUE DATE: 09/04/2008

**THE STATE OF MARYLAND ENCOURAGES MINORITY BUSINESS
ENTERPRISES TO PARTICIPATE IN THIS PROCUREMENT PROCESS**

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KEY INFORMATION SUMMARY SHEET

This Consulting and Technical Services (CATS) Task Order Request for Proposals (TORFP) is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. All Master Contractors must complete and submit a Master Contractor Feedback form via the CATS web site regardless of whether a TO Proposal is submitted or not. The form is accessible via your CATS Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS RFP issued by the Maryland Department of Budget and Management (DBM), Office of Information Technology (OIT) and subsequent Master Contract Project Number 050R5800338, including any amendments. Note, as of July 1, 2008, the CATS Master Contract is administered by the Maryland Department of Information Technology (DoIT), under BPO Number 060B9800029.

TORFP Title:	Rehabilitative Claims Submission
Functional Area:	FA 3 - Electronic Document Management
TORFP Issue Date:	09/04/2008
Closing Date and Time:	09/26/2008 at 04:00 PM
TORFP Issuing Agency:	Department of Human Resources Division of Budget & Finance 311 West Saratoga Street Baltimore, MD 21201
Send Questions and Proposals to:	Aung Htut Department of Human Resources Division of Budget & Finance 311 West Saratoga Street Baltimore, MD 21201 Office Phone Number: 410-767-7775 Office Fax Number: 410-333-0258 e-mail: ahtut@dhr.state.md.us
TO Procurement Officer:	Aung Htut Department of Human Resources Division of Budget & Finance 311 West Saratoga Street Baltimore, MD 21201 Office Phone Number: 410-767-7775 Office Fax Number: 410-333-0258 e-mail: ahtut@dhr.state.md.us
TO Manager:	Betty Flint, Deputy Director Department of Human Resources Cost Allocation and Revenue Management Division

	<p>311 West Saratoga Street, Baltimore, MD 21201 Office Phone Number: 410-767-7469 Office Fax Number: 410-333-0551 e-mail: BFlint@dhr.state.md.us</p>
TO Project Number:	<p>Purchase Order Number: N00P9200116 Agency Control Number: OBF/GMD-09-001-S</p>
TO Type:	Fixed Price for indefinite quantity contract
Period of Performance:	<p>A period of one year commencing on or about 11/06/2008 through 11/05/2009. DHR, at its discretion, has the option to renew the contract for estimated 14-month period. The actual option period shall be based on the date the base year contract is awarded. The option period will be awarded through 12/31/2010 when CATS Master Contract expires.</p>
MBE Goal:	0%
Small Business Reserve (SBR):	No
Primary Place of Performance:	TO Contractor's place of business
TO Pre-proposal Conference:	<p>Date: 09/19/2008 Friday Time: 10:00 A. M. Room: #952, 9th Floor Department of Human Resources 311 West Saratoga Street Baltimore, MD 21201 See Attachment 4 for directions.</p>

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement. See Section 2.7 for information on change orders.

The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement; administration functions, including issuing written directions; ensuring compliance with the terms and conditions of the CATS Master Contract; and, in conjunction with the selected Master Contractor, achieving on budget/on time/on target (e.g., within scope) completion of the Scope of Work.

1.2 TO AGREEMENT

Based upon an evaluation of TO Proposal responses, a Master Contractor will be selected to conduct the work defined in Section 2 - Scope of Work. A specific TO Agreement, Attachment 2, will then be entered into between the State and the selected Master Contractor, which will bind the selected Master Contractor (TO Contractor) to the contents of its TO Proposal, including the price proposal.

1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the stated date and exact time. The time will be local time as determined by DHR's e-mail system time stamp. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format. The "subject" line in the e-mail submission shall state the TORFP #N00P9200116. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS TORFP # N00P9200116 Technical". The second file will be the financial response to this CATS TORFP and titled, "CATS TORFP # N00P9200116 Financial". The following proposal documents must be submitted with required signatures as .PDF files with signatures clearly visible:

- Attachment 1 – Price Proposal (Attachment 1, 1A & 1B)
- Attachment 3 - Conflict of Interest and Disclosure Affidavit

The Master Contractor will also submit four bound hard copies of the technical and financial proposal and one original of the technical and financial proposal. Financial proposal shall be submitted in a separate, sealed box that is clearly marked as the Financial Proposal. A transmittal letter prepared on the Master Contractor's business stationery shall accompany the Proposal volumes. The letter shall contain the title of the solicitation, include the Master Contractor's name, federal tax identification or social security number and address, and shall be signed by an individual who is authorized to bind the firm to all statements, including services and prices, contained in the Proposal. The letter shall also acknowledge any addenda to the TORFP that were received.

1.4 ORAL PRESENTATIONS/INTERVIEWS

All Master Contractors and proposed staff will be required to make an oral presentation to State representatives. Significant representations made by a Master Contractor during the oral presentation shall be submitted in writing. All such representations will become part of the Master Contractor's proposal and are binding, if the Contract is awarded. The Procurement Officer will notify Master Contractor of the time and place of oral presentations.

1.5 MINORITY BUSINESS ENTERPRISE (MBE)

Minority Business Enterprises are encouraged to respond to this TORFP.

1.6 CONFLICT OF INTEREST

The TO Contractor awarded the TO Agreement shall provide IT technical and/or consulting services for State agencies or component programs with those agencies, and must do so impartially and without any conflicts of interest. Each Master Contractor shall complete and include a Conflict of Interest Affidavit in the form included as Attachment 3 of this TORFP with its TO Proposal. If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of

COMAR 21.05.08.08A, the TO Procurement Officer may reject a Master Contractor's TO Proposal under COMAR 21.06.02.03B.

Master Contractors should be aware that the State Ethics Law, State Government Article, §15-508, might limit the selected Master Contractor's ability to participate in future related procurements, depending upon specific circumstances.

1.7 NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Offerors to review at a reading room at the Department of Human Resources, 311 West Saratoga Street, Baltimore, MD 21201. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 8. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

In addition, certain documentation may be required by the TO Contractor awarded the TO Agreement in order to fulfill the requirements of the TO Agreement. The TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement (TO Contractor) in the form of Attachment 9.

1.8 LIMITATION OF LIABILITY CEILING

Pursuant to Section 28(C) of the CATS Master Contract, the limitation of liability for all claims under this TORFP shall not exceed the total TO Agreement amount established.

1.9 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

DoIT will be performing contract management oversight on the CATS master contract. As part of that oversight, DoIT has implemented a process for self-reporting contract management activities of CATS task orders (TO). This process shall typically apply to active TOs for operations and maintenance services valued at \$1 million or greater, but all CATS TOs are subject to review.

Attachment 10 is a sample of the TO Contractor Self-Reporting Checklist. DoIT will send checklists out to applicable TO Contractors approximately three months after the award date for a TO. The TO Contractor shall complete and return the checklist as instructed on the checklist. Subsequently, at six month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT.

SECTION 2 - SCOPE OF WORK

2.1 PURPOSE AND BACKGROUND

2.1.1 PURPOSE

The Department of Human Resources (DHR)/Cost Allocation and Revenue Management Division is issuing the CATS TORFP to obtain the services of a TO Contractor to translate claims, which will be submitted in an excel format from DHR and the Department of Juvenile Services (DJS) and translate these forms (Medicaid Claims) into the Health Insurance Portability and Accountability Act (HIPAA) compliant 837-P format for submission to the Maryland Medicaid Management Information System (MMIS).

2.1.2 REQUESTING AGENCY BACKGROUND

The Department of Human Resources is Maryland's fourth largest State Department. The Department was established to administer the State's public assistance, social services, child support enforcement and community-based programs. The Department of Human Resources has a critical mission: It works to safeguard and provides services to some of Maryland's most vulnerable citizens allowing them to live independently, to support themselves and their families and to be safe from abuse and neglect.

This mission is accomplished through the many programs at the Central Office and the 24 Local Departments of Social Services. Some of the services and programs that are provided include; Child Support Enforcement, Office of Community Initiatives, Office of Home Energy Programs, Maryland Office for New Americans, Maryland Legal Services Program, Office of Adult Services Program, the Family Investment Administration and the Social Services Administrations.

2.1.3 PROJECT BACKGROUND

DHR entered into a task order agreement with two other state agencies, DJS and the Department of Health and Mental Hygiene (DHMH), under a contract negotiated by the Department of Budget and Management (DBM) in 1999. One of the outcomes of this agreement was the submission of a State Plan Amendment (SPA) to the Centers for Medicare and Medicaid Services (CMS) in 2004. The SPA was approved and the Rehabilitative Services Program is defined in COMAR 10.09.28. A Contractor enrolled specified DHR and DJS out of home care providers as Medicaid rendering providers in order to collect matching federal funds for the therapeutic and rehabilitative services that are provided. The Contractor performed most of the program duties for the first three years of operation. The Contractor performed most of the work that is required to establish and maintain proper documentation for these Medicaid services. The State agencies have taken over these administrative and program duties as well as most of the fiscal activities. These activities include: reviewing provider documentation; enrolling providers and obtaining attendance information on individuals in the provider's care. This information is compiled in an Excel spreadsheet and forwarded to a mainframe computer for electronic submission to the Maryland MMIS. The State agencies have taken over all of these activities. However, the state will not submit the electronic claims in HIPAA compliant format but will send the information in an Excel spreadsheet to a Vendor who will submit the electronic forms. There are approximately 50,000 individual claims submissions per month. Each claim consists of one unit which is one recipient for one day. This TORFP seeks technical support to provide the service of electronic submission of claims to the Maryland MMIS.

DHR and DJS submit claims for services on behalf of the rendering providers. These services are provided in specific group home and treatment foster care agency placements. The two State agencies, DHR and DJS, are the "pay to" providers and are responsible for consolidating and preparing the claims from the approximately 200 rendering providers and forwarding the data to the TO Contractor in an Excel file format. Claims are submitted on an individual basis with the limit of one service unit per person per day. The rendering providers submit claims on a monthly basis. Based upon historical data, DHR and DJS estimate the number of claims received per month to be approximately 50,000 of which less than 5% shall be DJS's claims. This number is to be used for evaluation purposes only and is not a guaranteed number of claims to be handled by the TO Contractor.

Although the State believes that this information is factual, it makes no warranty that the information is either accurate or error-free. Where projections and figures are provided, they are estimates prepared by the State for its own use, and

based upon historical and present data; but the State makes no warranty with respect to the data on which the projections are based or that future experience will conform to the projections.

2.2 TECHNICAL REQUIREMENTS

The TO Contractor must be able to receive data separately from DHR and DJS through Excel files and translate these files to HIPAA compliant 837-P electronic files and transmit them to MMIS using the TO Contractor's own software. After submission of the claims, the resulting Remittance Advice (RA) 835 Form must be retrieved by the TO Contractor from the DHMH website, translated and sent to DHR and DJS for review in a readable format. DHR and DJS will examine and resolve denied claims and send these back to the TO Contractor for resubmission not more than twice monthly. These electronic claims must be submitted in the ANSI ASC X12N 837P format, version 4010A.

A signed Submitter Identification Form (SIF) and Trading Partner Agreement (TPA) must be submitted to the Department of Health and Mental Hygiene (DHMH) commerce desk. Sample testing must take place and the TO Contractor must be cleared for claims submission before transmitting the actual electronic claims to the DHMH MMIS system. DHR and DJS will submit claims separately. The volume of DHR claims will be much greater than the volume of DJS claims. These claims and resulting Remittance Advice reports will be reported separately to each Department. The TO Contractor will ensure complete separation between the DHR and DJS claims.

All data shall be retained in the TO Contractor's database for five years from the close date of the contract and provide data to DHR and DJS upon request. After five years, the TO Contractor shall return all data of DHR and DJS to each concerned party. TO Contractor shall not retain any data, copies or information after returning the data to DHR and DJS.

2.2.1 PROJECT APPROACH

All data will be submitted to the TO Contractor by DHR and DJS in separate Excel file format. As stated, the TO Contractor will submit the SIF and TPA to DHMH. The TO Contractor will submit all necessary information, including a link for the Submitter ID, to the DHMH commerce desk. The TO Contractor will input all data codes necessary for claims submission into TO Contractor's software, including codes for -place of service, provider ID, rate, unit of service, etc.- prior to testing. These codes are already defined and have been established in MMIS. The TO Contractor will submit sample test data prior to submitting actual claims and will pass DHMH required testing prior to actual claims submission.

In order to prevent a security incident, as defined under the HIPAA Security Rule at 45 CFR Parts 160 and 164, TO Contractor shall not access, store, use, disclose or transmit Contract / Rehab Claims Data except as permitted as follows:

1. TO Contractor shall have no ownership rights in the Contract Data, or in any data derived or extracted from the Contract Data.
2. TO Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Contract Data, and that prevent access to, use of or disclosure of the Contract Data other than as provided for by this Agreement. Such safeguards shall include but not be limited to:
 - a. TO Contractor shall protect from inappropriate use any password, user ID, or other mechanism or code permitting access to any database containing Contract Data.
 - b. TO Contractor shall comply with any security mechanisms and processes established for access to all databases necessary to perform services under this Contract, including use of firewall and virus checking software.
 - c. If the State gives Contractor access to any State database or any State client's database or information, TO Contractor shall provide the State with a list of personnel who have access to such database information and will provide the State with prior notice of any change in personnel whenever the change requires a termination

or modification of any password, user ID or other access mechanisms.

- d. TO Contractor shall ensure that all cached Contract Data will be automatically cleared at the end of each user session and shall not thereafter be available for viewing on the local computer.
 - e. TO Contractor will ensure that all hardware used to access Contract Data from a home office shall be used only by TO Contractor's employees and only for TO Contractor's business.
 - f. TO Contractor shall prohibit employees from storing any of the Contract Data or copies of the Contract Data on any local hardware device.
 - g. TO Contractor shall not store the Contract Data on any portable media or devices that may be transported off TO Contractor's premises except when copying data onto storage media for transport to State personnel.
3. TO Contractor shall furnish the State upon request a description of the steps it has taken to protect the security of the Contract Data and will allow authorized representatives of the State access to the premises where the Contract Data is stored or accessed, for the purpose of inspecting physical security arrangements.
 4. TO Contractor shall not transmit any personally identifiable Contract Data in non-secure transmissions over the Internet or any wireless communication device, unless the Contract Data is "de-identified" in accordance with HIPAA Security Rule at 45 CFR Section 164.514(b)(2) or encrypted in accordance with industry standards.
 5. TO Contractor shall adopt employee policies and procedures to ensure that its employees comply with the requirements of this Agreement.
 6. TO Contractor shall provide the name of the designee who will serve as custodian of the Contract Data and who will oversee the TO Contractor's compliance with this Section of the Agreement.

Notwithstanding any other provision concerning the term of this Agreement, all protections pertaining to the Contract Data shall continue to apply until such time as the Contract Data is returned to the State and all copies remaining with the TO Contractor destroyed.

TO Contractor shall store, the data of DHR and DJS, in a secure location, in an encrypted format, so only authorized personnel in the TO Contractor's organization are able to access. The data is not to be shared with any outside entity except DHMH / MMIS.

2.2.2 DELIVERABLES

For each written deliverable, draft and final, the TO Contractor shall submit to the TO Manager one hard copy and one electronic copy compatible with Microsoft Office 2000, Microsoft Project 2000 and/or Visio 2000.

Drafts of all final deliverables are required at least two weeks in advance of when all final deliverables are due. Written deliverables, defined as draft documents, must demonstrate due diligence in meeting the scope and requirements of the associated final written deliverable. A draft written deliverable may contain limited structural errors such as poor grammar, misspellings or incorrect punctuation, but must:

- A) Be presented in a format appropriate for the subject matter and depth of discussion.
- B) Be organized in a manner that presents a logical flow of the deliverable's content.
- C) Represent factual information reasonably expected to have been known at the time of submittal.
- D) Present information that is relevant to the Section of the deliverable being discussed.
- E) Represent a significant level of completeness towards the associated final written deliverable that supports a concise final deliverable acceptance process.

Upon completion of a deliverable, the TO Contractor shall document each deliverable in final form to the TO Manager for acceptance. The TO Contractor shall memorialize such delivery in an Agency Receipt of Deliverable Form (Attachment 6). The TO Manager shall countersign the Agency Receipt of Deliverable Form indicating receipt of the contents described therein.

Upon receipt of a final deliverable, the TO Manager shall commence a review of the deliverable as required to validate the completeness and quality in meeting requirements. Upon completion of validation, the TO Manager shall issue to the TO Contractor notice of acceptance or rejection of the deliverables in an Agency Acceptance of Deliverable Form (Attachment 7). In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities. Any deficiencies found in deliverables must be corrected within five days of being notified by the TO Manager. Subsequent project tasks may not continue until deficiencies with a deliverable are rectified and accepted by the TO Manager or the TO Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks. Once the State's issues have been addressed and resolutions are accepted by the TO Manager, the TO Contractor will incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance. Accepted deliverables shall be invoiced within 30 days in the applicable invoice format (Reference 2.5 Invoicing).

When presented for acceptance, a written deliverable defined as a final document must satisfy the scope and requirements of this TORFP for that deliverable. Final written deliverables shall not contain structural errors such as poor grammar, misspellings or incorrect punctuation, and must:

- A) Be presented in a format appropriate for the subject matter and depth of discussion.
- B) Be organized in a manner that presents a logical flow of the deliverable's content.
- C) Represent factual information reasonably expected to have been known at the time of submittal.
- D) Present information that is relevant to the Section of the deliverable being discussed.

The State required deliverables are defined below. Within each task, the TO Contractor may suggest other subtasks or deliverables to improve the quality and success of the project.

2.2.2.1 The TO Contractor shall complete a Submitter ID form and a Trading Partner Agreement with DHMH. (Submitter ID and Trading Partner Agreements can be found at <http://www.dhmh.state.md.us/hipaa/transandcodesets.html>.)

2.2.2.2 The TO Contractor shall load all procedure codes, business rules and edits into a secure database to prepare for submission of Medicaid Residential Rehabilitation Program Claims on behalf of DHR and DJS. The rules and edits have been defined and will be given to the TO Contractor. The unit of service, place of service, provider type, rate and other business edits have been defined and exist in MMIS.

2.2.2.3 The TO Contractor shall submit HIPAA compliant 837-P testing data to test the MMIS prior to actual claims submission. (Testing information can be found at <http://www.dhmh.state.md.us/hipaa/transandcodesets.html>.)

2.2.2.3.1 The TO Contractor shall complete testing phase and obtain clearance to advance to submission stage.

2.2.2.4 The TO Contractor shall match the DJS documentation of determination of need (sign off) information with the DJS submitted claim information to ensure that the claim meets the determination of need requirement. An 837P submission will only be made for claims that meet this requirement.

2.2.2.5 The TO Contractor shall submit a monthly report to DHR and DJS in a readable format fully detailing all denied and suspended claims as well as a list of any claims that have not been submitted and the reason or reasons for denial or non-submission.

2.2.2.6 The TO Contractor shall convert all Excel files provided by DHR and DJS into HIPAA-Compliant 837-P format using the TO Contractor's own software system.

2.2.2.7 The TO Contractor shall submit claims electronically to the DHMH MMIS system. Claims shall be electronically submitted monthly.

2.2.2.8 The TO Contractor shall download the Remittance Advice (RA) created in HIPAA compliant 835 format and posted on the DHMH website, translate the HIPAA compliant 835 format using their own software, load it into their database. Transfer the translated RA, so that the disposition of each claim and the reason(s) for

any suspensions or denials of claims are indicated and described, to DHR and DJS, in a readable format, within five days of its posting on the DHMH website.

2.2.3 DELIVERABLE/ DELIVERY SCHEDULE

ID	Deliverables for 2.2.3	Expected Completion
2.2.2.1	Complete a Submitter ID Form and Trading Partner Agreement to DHMH commerce desk	NTP + 14 Calendar Days
2.2.2.2	Load all procedure codes, business codes and edits into a secure database to prepare for submission of Medicaid Rehab Claims	NTP + 21 Calendar Days
2.2.2.3	Submit HIPAA-compliant test data to DHMH commerce desk	NTP + 30 Calendar Days
2.2.2.3.1	Complete testing phase and obtain clearance to advance to submission stage	NTP+60- Calendar Days
2.2.2.4	Shall match the DJS documentation of determination of need (sign off) information with the DJS submitted claim information to ensure that the claim meets the determination of need requirement. An 837P submission will only be made for claims that meet this requirement.	Monthly
2.2.2.5	Submit a monthly report to DHR and DJS in Excel format fully detailing all un-submitted claims and the reason or reasons it was not submitted	Monthly
2.2.2.6	Convert Excel Files obtained from DHR and DJS into HIPAA-Compliant 837P format using TO Contractor's software	Monthly
2.2.2.7	Submit claims in HIPAA-compliant 837P format to MMIS. Submit monthly.	Monthly
2.2.2.8	Obtain Remittance Advice (RA) in HIPAA compliant 835 format from DHMH website. Translate to readable format and send to DHR and DJS including all claims information and details for denials or suspensions	Monthly, within 5 days of its posting on the DHMH website

2.2.4 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects, which may be created or changed periodically. The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting project execution. The following policies, guidelines and methodologies can be found at www.dbm.maryland.gov. Select "Contractor" and "IT Policies, Standards and Guidelines". These may include, but are not limited to:

- The State's System Development Life Cycle (SDLC) methodology
- The State Information Technology Security Policy and Standards
- The State Information Technology Project Oversight
- The State of Maryland Enterprise Architecture
- The TO Contractor shall follow the project management methodologies that are consistent with the Project Management Institute's Project Management Body of Knowledge Guide. TO Contractor's staff and sub Contractors are to follow a consistent methodology for all TO activities.

2.3 CONTRACTOR EXPERTISE REQUIRED

The TO Contractor must document a professional level of expertise in submitting claims in the ANSI ASC X12N 837P format, version 4010A. Must be able to document and demonstrate the ownership of software sufficient to submit these forms in HIPAA compliant format to MMIS.

The TO Contractor shall supply three references to support the Proposal. The references shall be current and identify the name of each reference, point of contact and telephone number. DHR will have the right to contact any reference of its choosing as part of the evaluation process, including references not provided by the Contractor but otherwise known by the TO Agency.

2.4 CONTRACTOR QUALIFICATIONS

The following qualifications are mandatory. The TO Contractor shall be capable of furnishing all necessary services required to successfully complete all tasks and work requirements and produce high quality deliverables described herein. The Master Contractor shall demonstrate, in its proposal, that it possesses such expertise in-house or has fostered strategic alliances with other firms for providing such services:

Personnel proposed by the TO Contractor must explain their experience and level of expertise in the following areas:

1. Experience in converting claims in Excel files into HIPAA compliant 837P format
2. Experience in submitting claims in the ANSI ASC X12N HIPAA compliant 837P format, version 4010A
3. Demonstrate the ownership of software sufficient to submit these forms in HIPAA compliant format to MMIS
4. Ability to safeguard records in their custody for translation
5. Experience performing quality assurance procedures
6. Experience in loading procedure codes accurately
7. Experience in translating the Remittance Advise (RA) into standard format
8. Experience and ability to meet testing timelines and established timeframes, approach and solution to address the requirements outlined in Section 2.2.3

2.4.1 KEY CONTRACT PERSONNEL

The TO Contractor will provide resumes of the Key Personnel assigned for the contract of this TORFP. Key Personnel assigned should have a Bachelor's Degree, or higher, from an accredited college or university in Engineering, Computer Science, Information Systems, Business or other related disciplines. Key personnel are essential for Contractor's performance, and include senior and managerial personnel.

2.4.2 SUBSTITUTION OF KEY PERSONNEL

The Contractor shall only propose staff available at the time to the Proposal and that satisfy the personnel requirements contained in Section 2.4. In addition, the Contractor shall abide by the substitution of personnel requirements in the Master Contract Section 2.11.8.

2.5 INVOICING

Payment will only be made upon completion and acceptance of the deliverables as defined in 2.2.3.

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS Master Contract. Invoices for payment shall contain the TO Contractor's Federal Tax Identification Number, as well as the information described below, and must be submitted to the TO Manager for payment approval. Payment of invoices will be withheld if a signed Acceptance of Deliverable form – Attachment 7, is not submitted.

The TO Contractor shall submit invoices for payment upon acceptance of separately priced deliverables, on or before the 15th day of the month following receipt of the approved notice(s) of acceptance from the TO Manager. A copy of the notice(s) of acceptance shall accompany all invoices submitted for payment.

2.5.1 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A) The invoice shall identify the Cost Allocation and Revenue Management, Division of Budget and Finance, Department of Human Resources, 311 West Saratoga Street, Baltimore, MD 21201 ATTN: TO Manager as the TO Requesting Agency, deliverable description, associated TO Agreement number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.
- B) The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees and any subcontractor and signed Acceptance of Deliverable form – Attachment 7, for each deliverable being invoiced) submitted for payment to:

Pat Kick, Accounts Payable, Division of Budget and Finance, Maryland Department of Human Resources, 311 West Saratoga Street, Baltimore, MD 21201.
- C) Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

2.6 REPORTING

The TO Contractor and the TO Requesting Agency shall conduct monthly progress meetings. A monthly project progress report shall be submitted 10 days in advance, prior to the discussion, to the TO Manager and shall contain, at a minimum, the following information:

- A) TO Requesting Agency name, TO Agreement number, functional area name and number, reporting period and “Progress Report” to be included in the e-mail subject line.
- B) Work accomplished during the monthly period.
- C) Deliverable progress, as a percentage of completion. Number of claims submitted, number paid, denied, suspended. Number of denied and suspended claims resubmitted. List of reasons for claims denial.
- D) Problem areas, including scope creep or deviation from the work plan. Alert TO Manager, at DHR, to issues such as decreases in claims, decrease in number of providers submitting claims, increase in denied or suspended claims and reasons for denial or suspension of claims, any other notable changes or fluctuations in data should be noted.
- E) Planned activities for the next reporting period.
- F) An accounting report for the current reporting period and a cumulative summary of the totals for both the current and previous reporting periods. The accounting report shall include amounts invoiced-to-date and paid-to-date.

2.7 CHANGE ORDERS

If the TO Contractor is required to perform additional work, or there is a work reduction due to unforeseen scope changes, the TO Contractor and TO Manager shall negotiate an acceptable price modification based on the TO Contractor’s proposed rates in the Master Contract and scope of the work change. No scope of work modifications shall be performed until a change order is executed by the TO Procurement Officer and approved by DoIT.

SECTION 3 TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS TORFP must respond within the submission time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one or two possible responses: 1) a proposal and/or 2) a completed Master Contractor Feedback form submitted electronically via the CATS web site explaining why the Master Contractor will not be submitting a proposal. The form is accessible via, your CATS Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu.

3.2 FORMAT

If a Master Contractor elects to submit a TO Proposal, the Master Contractor shall do so in conformance with the requirements of this CATS TORFP. A TO Proposal shall provide the following:

3.2.1 THE TECHNICAL PORTION OF THE TO PROPOSAL SHALL INCLUDE

A) Proposed Services – Work Plan

- 1) **Requirements:** A detailed discussion of the Master Contractor's understanding of the work and the Master Contractor's capabilities, ability to meet testing timelines and established timeframes, approach and solution to address the requirements outlined in Section 2. Describe how these timelines will be met. Give examples of prior work if possible.
- 2) **Assumptions:** A description of any assumptions formed by the Master Contractor in developing the Technical Proposal.
- 3) **Risk Assessment:** An assessment of any risks inherent in the work requirements and actions to mitigate these risks.
- 4) **Proposed Solution:** A description of the Master Contractor's proposed solution to accomplish the specified work requirements.
- 5) **Proposed Tools:** A description of all proposed tools that will be used to facilitate the work.
- 6) **Work Breakdown Structure:** A detailed work breakdown structure and staffing schedule, with labor hours by skill category that will be applied to meet each milestone and deliverable, and to accomplish all specified work requirements.
- 7) **Acceptance Criteria:** A statement acknowledging the Master Contractor's understanding of the acceptance criteria stated in Sections 2.2.2.3 and 2.2.2.3.1.

B) Proposed Key Personnel

- 1) Identify and provide resumes for all Proposed Key Personnel. The resume should highlight the proposed personnel's applicable responsibilities and accomplishments as they relate to the requirements of this TORFP.
- 2) Certification that all Proposed Key Personnel meet the required qualifications and possess the required certifications in accordance to Section 2.4.
- 3) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TO Agreement.

C) Subcontractors

- 1) Identify all proposed subcontractors, including MBEs, and their full roles in the performance of this TORFP Scope of Work.

D) Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide three examples of projects that you have completed that were similar in scope to the one defined in this TORFP Scope of Work. Each of the three examples must include a reference, to be provided at the interview, complete with the following:

- a) Name of organization.
 - b) Name, title, and telephone number of point-of-contact for the reference.
 - c) Type and duration of contract(s) supporting the reference.
 - d) The services provided, scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP.
 - e) Whether the Master Contractor is still providing these services and, if not, an explanation of why it is no longer providing the services to the client organization.
- 2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any government entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:
- a) The State contracting entity.
 - b) A brief description of the services/goods provided.
 - c) The dollar value of the contract.
 - d) The term of the contract.
 - e) Whether the contract was terminated prior to the specified original contract termination date.
 - f) Whether any available renewal option was not exercised.
 - g) The State employee contact person (name, title, telephone number and e-mail address).

This information will be considered as part of the experience and past performance evaluation criteria in the TORFP.

E) State Assistance

- 1) Provide an estimate of expectation concerning participation by State personnel

F) Confidentiality

- 1) A Master Contractor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. Contractors are advised that, upon request for this information from a third party, the TO Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed.

G) Proposed Facility

- 1) Identify Master Contractor's facilities including address, from which any work will be performed.

H) Data Security

- 1) TO Contractor shall comply, and provide all information, as stated in Section 2.2.1.

3.2.2 THE FINANCIAL RESPONSE OF THE TO PROPOSAL SHALL INCLUDE

- A) A description of any assumptions on which the Master Contractor's Financial Proposal is based;
- B) Attachment 1 - Completed Financial Proposal, for base period and option period, in separate sheets.

Note: All Financial Proposals shall include a total for the base year and a total for the 14 months option period.

SECTION 4 - PROCEDURE FOR AWARDING A TASK ORDER AGREEMENT

4.1 EVALUATION CRITERIA

The TO Contractor will be selected from among all eligible Master Contractors within the appropriate functional area responding to the CATS TORFP. In making the TO Agreement award determination, the TO Requesting Agency will consider all information submitted in accordance with Section 3.

4.2 TECHNICAL CRITERIA

The following are technical criteria for evaluating a TO Proposal in descending order of importance.

1. Overall Understanding of the Work Required and Work Plan For Proposed Services
2. Expertise of the Contractor, Experience, Satisfactory Past Performance and Similarity of Work
3. Qualifications of Proposed Personnel

4.3 SELECTION PROCEDURES

- A) TO Proposals deemed technically qualified will have their financial proposal considered. All others will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- B) Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- C) The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, technical criteria will have greater weight than financial.

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

Commencement of work in response to a TO Agreement shall be initiated only upon issuance of a fully executed TO Agreement, Purchase Order and by a Notice to Proceed authorized by the TO Procurement Officer. See Attachment 5 - Notice to Proceed (sample).

ATTACHMENT 1 – PRICE PROPOSAL FORM

FOR CATS TORFP # N00P9200116

COST FOR A ONE YEAR BASE PERIOD

ID	Deliverables	No. of Deliverables Per Month	No. of Months Covered	Fixed Cost per Deliverable	Fixed Cost
2.2.2.1	Complete a Submitter ID Form and Trading Partner Agreement to DHMH commerce desk	One Time Only Cost	One Time Only Cost	One Time Only Cost	
2.2.2.2	Load all procedure codes, business codes and edits into a secure database to prepare for submission of Medicaid Rehab Claims	One Time Only Cost	One Time Only Cost	One Time Only Cost	
2.2.2.3	Submit HIPAA-compliant test data to DHMH commerce desk	One Time Only Cost	One Time Only Cost	One Time Only Cost	
2.2.2.3.1	Complete testing phase and obtain clearance to advance to submission stage	One Time Only Cost	One Time Only Cost	One Time Only Cost	
Sub Total 1 (Sum of Fixed Cost for deliverables 2.2.2.1, 2.2.2.2, 2.2.2.3 & 2.2.2.3.1)					
ID	Deliverables	Estimated No. of Claims Per Month	No. of Months Covered	Cost Per Claim	Extended Cost
2.2.2.4	Match the DJS documentation of determination of need (sign off) information with the DJS submitted claim information to ensure that the claim meets the determination of need requirement. An 837P submission will only be made for claims that meet this requirement.	2500 Estimated	12		
2.2.2.6	Convert Excel Files obtained from DHR and DJS into HIPAA-Compliant 837P format using TO Contractor's software	50000 Estimated	12		
2.2.2.7	Submit claims in HIPAA-compliant 837P format to MMIS. Submit monthly.	50000 Estimated	12		
Sub Total 2 (Sum of Extended Cost for deliverables 2.2.2.4, 2.2.2.6 & 2.2.2.7)					
ID	Deliverables	No. of Deliverables Per Month	No. of Months Covered	Cost Per Deliverable Per Month	Extended Cost
2.2.2.5	Submit a monthly report to DHR and DJS in Excel format fully detailing all unsubmitted claims and the reason or reasons it was not submitted	1	12		
2.2.2.8	Obtain Remittance Advice (RA) in HIPAA compliant 835 format from DHMH website. Translate to readable format and send to DHR and DJS including all claims information and details for denials or suspensions	1	12		
Sub Total 3 (Sum of Extended Cost for deliverables 2.2.2.5 & 2.2.2.8)					
Total for Base Contract Period One Year (Sub Total 1 + Sub Total 2 + Sub Total 3)					

Note: (1) Proposed prices for deliverables ID 2.2.2.1, 2.2.2.2, 2.2.2.3 & 2.2.2.3.1 shall be One Time Only Fixed Cost for base year period.

(2) Proposed prices for deliverables 2.2.2.4, 2.2.2.6 & 2.2.2.7 shall be Cost per Claims. Extended Cost shall be the multiplication result of Estimated No. of Claims Per Month, No. of Months Covered and Cost per Claims. Estimated No. of Claims are only for proposal purposes not guaranteed number of claims. Although the State believes that this information is factual, it makes no warranty that the information is either accurate or error-free. Where projections and figures are provided, they are estimates prepared by the State for its own use, and based upon historical and present data; but the State makes no warranty with respect to the data on which the projections are based or that future experience will conform to the projections.

(3) Proposed prices for deliverables 2.2.2.5 & 2.2.2.8 shall be Cost per Deliverable per Month. Extended shall be the multiplication result of No. of Deliverables Per Month, No. of Months Covered and Cost per Deliverable per Month.

Authorized Individual Name

Company Name

Title

Company Tax ID #

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

ATTACHMENT 1A

PRICE PROPOSAL FORM FOR CATS TORFP # N00P9200116

COST FOR AN ESTIMATED 16-MONTH OPTION RENEWAL PERIOD

ID	Deliverables	Estimated No. of Claims Per Month	Estimated No. of Months	Cost Per Claim	Extended Cost
2.2.2.4	Match the DJS documentation of determination of need (sign off) information with the DJS submitted claim information to ensure that the claim meets the determination of need requirement. An 837P submission will only be made for claims that meet this requirement.	2500 Estimated	14 Estimated		
2.2.2.6	Convert Excel Files obtained from DHR and DJS into HIPAA-Compliant 837P format using TO Contractor's software	50000 Estimated	14 Estimated		
2.2.2.7	Submit claims in HIPAA-compliant 837P format to MMIS. Submit monthly.	50000 Estimated	14 Estimated		
Sub Total 2 (Sum of Extended Cost for deliverables 2.2.2.4, 2.2.2.6 & 2.2.2.7)					
ID	Deliverables	No. of Deliverables Per Month	Estimated No. of Months	Cost Per Deliverable Per Month	Extended Cost
2.2.2.5	Submit a monthly report to DHR and DJS in Excel format fully detailing all un-submitted claims and the reason or reasons it was not submitted	1	14 Estimated		
2.2.2.8	Obtain Remittance Advice (RA) in HIPAA compliant 835 format from DHMH website. Translate to readable format and send to DHR and DJS including all claims information and details for denials or suspensions	1	14 Estimated		
Sub Total 3 (Sum of Extended Cost for deliverables 2.2.2.5 & 2.2.2.8)					
Total for an Estimated Option Period (Sub Total 1 + Sub Total 2)					

Note: (1) Proposed prices for deliverables 2.2.2.4, 2.2.2.6 & 2.2.2.7 shall be Cost per Claims. Extended Cost shall be the multiplication result of Estimated No. of Claims Per Month, Estimated No. of Months Covered and Cost per Claims. Estimated No. of Claims are only for proposal purposes not guaranteed number of claims. Although the State believes that this information is factual, it makes no warranty that the information is either accurate or error-free. Where projections and figures are provided, they are estimates prepared by the State for its own use, and based upon historical and present data; but the State makes no warranty with respect to the data on which the projections are based or that future experience will conform to the projections.

(2) Proposed prices for deliverables 2.2.2.5 & 2.2.2.8 shall be Cost per Deliverable per Month. Extended Cost shall be the multiplication result of No. of Deliverables Per Month, Estimated No. of Months Covered and Cost per Deliverable per Month.

(3) Option period 14 months stated as Estimated No. of Months Covered is estimation only for proposal purposes. Based on the date the base year contract is awarded, the option period will be awarded through 12/31/2010 when CATS Master Contract expires.

Authorized Individual Name

Company Name

Title

Company Tax ID #

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

ATTACHMENT 2 – TASK ORDER AGREEMENT

CATS TORFP# N00P9200116 OF MASTER CONTRACT #060B9800029 (Previous #050B6800025)

This Task Order Agreement (“TO Agreement”) is made this **day** of **Month**, 2008 by and between **Task Order Contractor (TO Contractor)** and the STATE OF MARYLAND, *Department of Human Resources*.

IN CONSIDERATION of the mutual premises and the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
 - a. “Agency” means the *Department of Human Resources*, as identified in the CATS TORFP # N00P9200116.
 - b. “CATS TORFP” means the Task Order Request for Proposals # **N00P9200116**, dated **MONTH DAY, YEAR**, including any addenda.
 - c. “Master Contract” means the CATS Master Contract between the Maryland Department of Budget and Management and **TO Contractor** dated December 19, 2005.
 - d. “TO Procurement Officer” means (*to put in later*). The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
 - e. “TO Agreement” means this signed TO Agreement between *Department of Human Resources* and **TO Contractor**.
 - f. “TO Contractor” means the CATS Master Contractor awarded this TO Agreement, whose principal business address is _____ and whose principal office in Maryland is _____.
 - g. “TO Manager” means (*to put in later*) of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS TORFP dated **date of TO Proposal – Technical**.
 - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS TORFP dated **date of TO Proposal - Financial**.
 - j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.
2. Scope of Work
 - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supersede the Master Contract.
 - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
 - a. The TO Agreement,
 - b. Exhibit A – CATS TORFP
 - c. Exhibit B – TO Proposal-Technical
 - d. Exhibit C – TO Proposal-Financial
 - 2.3 The TO Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the TO Agreement. No other order, statement or conduct of the TO Procurement Officer or any other

person shall be treated as a change or entitle the TO Contractor to an equitable adjustment under this Section. Except as otherwise provided in this TO Agreement, if any change under this Section causes an increase or decrease in the TO Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the TO Agreement price shall be made and the TO Agreement modified in writing accordingly. The TO Contractor must assert in writing its right to an adjustment under this Section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the TO Contractor shall be allowed if asserted after final payment under this TO Agreement. Failure to agree to an adjustment under this Section shall be a dispute under the Disputes clause of the Master Contract. Nothing in this Section shall excuse the TO Contractor from proceeding with the TO Agreement as changed.

3. Time for Performance

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is, for a period of one year, commencing on November 06, 2008 or the date approved by DoIT. Work shall commence upon receipt of a Notice to Proceed. DHR, at its discretion, may renew the contract for fourteen-month period or for the remaining period from the expiration date of this TO Agreement through the expiration date of the Master Contract, which is 12/31/2010.

4. Consideration and Payment

- 4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS TORFP and shall not exceed \$total amount of task order. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.
- 4.2 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS TORFP, but no later than thirty (30) days after the Agency's receipt of an invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.
- 4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is Federal ID number. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the Agency TO Manager.
- 4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

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

TO Contractor Name

By: Type or Print TO Contractor POC

Date

Witness: _____

STATE OF MARYLAND, Department of Human Resources

By: TO Procurement Officer

Date

Witness: _____

ATTACHMENT 3 – CONFLICT OF INTEREST

AFFIDAVIT AND DISCLOSURE

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

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

Date: _____ By: _____

(Authorized Representative and Affiant)

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 4 – DIRECTIONS TO THE PRE-PROPOSAL CONFERENCE
DEPARTMENT OF HUMAN RESOURCES
311 WEST SARATOGA STREET
BALTIMORE, MD 21201

.1.1 From the South

- Take I-95 North toward BALTIMORE
- Stay on I-95 North and merge onto I-395 North via EXIT 53 toward DOWNTOWN/M L KING BLVD
- I-395 North becomes S. HOWARD ST.
- Turn LEFT onto W. SARATOGA ST.
- End at 311 W. Saratoga St Baltimore, MD 21201-3500
- Division of Budget & Finance is on the 9th floor

.1.2 From the North

- Take I-95 South toward BALTIMORE
- Stay on I-95 South and merge onto I-395 North via EXIT 53 toward DOWNTOWN/M L KING BLVD
- I-395 North becomes S. HOWARD ST.
- Turn LEFT onto W. SARATOGA ST.
- End at 311 W. Saratoga St Baltimore, MD 21201-3500
- Division of Budget & Finance is on the 9th floor

.1.3 From the West

- Take I-70 East to intersection of I-70 and I-695.
- Take the I-695 toward I-95/NEW YORK/TOWSON/BALTIMORE/GLEN BURNIE.
- Merge onto I-95 North via EXIT 11A toward BALTIMORE.
- Merge onto I-395 North via EXIT 53 toward M. L. KING BLVD/DOWNTOWN.
- I-395 N becomes S. HOWARD ST.
- Turn LEFT onto W. SARATOGA ST.
- End at 311 W. Saratoga St. Baltimore, MD 21201-3500
- Division of Budget & Finance is on the 9th floor

ATTACHMENT 5 – NOTICE TO PROCEED

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS Task Order Agreement #N00P9200116

Dear **TO Contractor Contact**:

This letter is your official Notice to Proceed as of **Month Day, Year**, for the above-referenced Task Order Agreement. *TO Manager* of the *Department of Human Resources, Cost Allocation and Revenue Management Division*, will serve as your contact person on this Task Order. *TO Manager* can be reached at

Enclosed is an original, fully executed Task Order Agreement and purchase order.

Sincerely,

Task Order Procurement Officer

Enclosures (2)

cc: *TO Manger*

Procurement Liaison Office, Office of Information Technology, DBM

Project Management Office, Office of Information Technology, DBM

ATTACHMENT 6 – AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

TORFP Title: **Project Name for TORFP**

TO Agreement Number: #N00P9200116

Title of Deliverable: _____

TORFP Reference Section # _____

Deliverable Reference ID # _____

Name of TO Manager:

TO Manager Signature

Date Signed

Name of TO Contractor's Project Manager: _____

TO Contractor's Project Manager Signature

Date Signed

SUBMIT AS REQUIRED IN SECTION 2.2.2 OF THE TORFP.

ATTACHMENT 7 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: *Department of Human Resources*

TORFP Title: **TORFP Project Name**

TO Manager:

To:

The following deliverable, as required by TO Agreement #N00P9200116, has been received and reviewed in accordance with the TORFP.

Title of deliverable: _____

TORFP Contract Reference Number: Section # _____

Deliverable Reference ID # _____

This deliverable:

Is accepted as delivered.

Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

TO Manager Signature

Date Signed

ISSUED BY THE TO MANAGER AS REQUIRED IN SECTION 2.2.2 OF THE TORFP.

ATTACHMENT 8 – NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non- Disclosure Agreement (the "Agreement") is made this ___ day of _____ 200_, by and between _____ (hereinafter referred to as "the OFFEROR ") and the State of Maryland (hereinafter referred to as " the State").

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS TORFP #N00P9200116 for Rehabilitative Claims Submission. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to _____. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described in Section 1.7 of the TORFP, OFFEROR agrees as follows:

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received under Section 1.7, except in connection with the preparation of its TO Proposal.
2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.
3. OFFEROR shall return the Confidential Information to the State within five business days of the State’s Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to *TO Procurement Officer* on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State’s rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR’S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys’ fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: _____ BY: _____
NAME: _____ TITLE: _____
ADDRESS: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

ATTACHMENT 9 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this ___ day of _____, 200___, by and between the State of Maryland (“the State”), acting by and through its Department of Human Resources (the “Department”), and _____ (“TO Contractor”), a corporation with its principal business office located at _____ and its principal office in Maryland located at _____.

RECITALS

WHEREAS, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for Rehabilitative Claims Submission TORFP No. N00P9200116 dated **release date for TORFP**, (the “TORFP”) issued under the Consulting and Technical Services procurement issued by the Department, Project Number 050R5800338; and

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

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

1. Confidential Information means any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement, regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such. Confidential Information includes, by way of example only, information that the TO Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the TO Agreement.
2. TO Contractor shall not, without the State’s prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information provided by the State except for the sole and exclusive purpose of performing under the TO Agreement. TO Contractor shall limit access to the Confidential Information to the TO Contractor’s Personnel who have a demonstrable need to know such Confidential Information in order to perform under the TO Agreement and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the TO Contractor’s Personnel are attached hereto and made a part hereof as Exhibit A. Each individual whose name appears on Exhibit A shall execute a copy of this Agreement and thereby be subject to the terms and conditions of this Agreement to the same extent as the TO Contractor. TO Contractor shall update Exhibit A by adding additional names as needed, from time to time.
3. If the TO Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the TO Contractor’s performance of the TORFP or who will otherwise have a role in performing any aspect of the TORFP, the TO Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.
4. TO Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, to adopt or establish operating procedures and physical security measures, and to take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.
5. TO Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the TO Contractor’s Personnel or the TO Contractor’s former Personnel. TO Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).
6. TO Contractor shall, at its own expense, return to the Department, all copies of the Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the TO Agreement.

7. A breach of this Agreement by the TO Contractor or by the TO Contractor's Personnel shall constitute a breach of the TO Agreement between the TO Contractor and the State.
8. TO Contractor acknowledges that any failure by the TO Contractor or the TO Contractor's Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages from the TO Contractor and the TO Contractor's Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the TO Contractor or any of the TO Contractor's Personnel to comply with the requirements of this Agreement, the TO Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
9. TO Contractor and each of the TO Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement and the TO Contractor shall provide originals of such executed Agreements to the State.
10. The parties further agree that:
 - a. This Agreement shall be governed by the laws of the State of Maryland;
 - b. The rights and obligations of the TO Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
 - c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
 - d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
 - e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and
 - f. The Recitals are not merely prefatory but are an integral part hereof.

TO Contractor/TO Contractor's Personnel:

Department of Human Resources:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

ATTACHMENT 10 – TO CONTRACTOR SELF-REPORTING CHECKLIST

*The purpose of this checklist is for CATS Master Contractors to self-report on adherence to procedures for task orders (TO) awarded under the CATS master contract. Requirements for TO management can be found in the CATS master contract RFP and at the TORFP level. The Master Contractor is requested to complete and return this form by the **Checklist Due Date** below. Master Contractors may attach supporting documentation as needed. Please send the completed checklist and direct any related questions to contractoversight@doit.state.md.us with the TO number in the subject line.*

Master Contractor:	
Master Contractor Contact / Phone:	
Procuring State Agency Name:	
TO Title:	
TO Number:	
TO Type (Fixed Price, T&M, or Both):	
Checklist Issue Date:	
Checklist Due Date:	
Section 1 – Task Orders with Invoices Linked to Deliverables	
<p>A) Was the original TORFP (Task Order Request for Proposals) structured to link invoice payments to distinct deliverables with specific acceptance criteria? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip to Section 2.)</p>	
<p>B) Do TO invoices match corresponding deliverable prices shown in the accepted Financial Proposal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>	
<p>C) Is the deliverable acceptance process being adhered to as defined in the TORFP? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>	
Section 2 – Task Orders with Invoices Linked to Time, Labor Rates and Materials	
<p>A) If the TO involves material costs, are material costs passed to the agency without markup by the Master Contractor? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>	
<p>B) Are labor rates the same or less than the rates proposed in the accepted Financial Proposal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>	
<p>C) Is the Master Contractor providing timesheets or other appropriate documentation to support invoices? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____</p>	

Section 3 – Substitution of Personnel

A) Has there been any substitution of personnel?

Yes No (If no, skip to Section 4.)

B) Did the Master Contractor request each personnel substitution in writing?

Yes No (If no, explain why) _____

C) Does each accepted substitution possess equivalent or better education, experience and qualifications than incumbent personnel?

Yes No (If no, explain why) _____

D) Was the substitute approved by the agency in writing?

Yes No (If no, explain why) _____

Section 4 – MBE Participation

A) What is the MBE goal as a percentage of the TO value? (If there is no MBE goal, skip to Section 5) %

B) Are MBE reports D-5 and D-6 submitted monthly?

Yes No (If no, explain why) _____

C) What is the actual MBE percentage to date? (divide the dollar amount paid to date to the MBE by the total amount paid to date on the TO) %

(Example - \$3,000 was paid to date to the MBE sub-contractor; \$10,000 was paid to date on the TO; the MBE percentage is 30% ($3,000 \div 10,000 = 0.30$))

D) Is this consistent with the planned MBE percentage at this stage of the project?

Yes No (If no, explain why) _____

E) Has the Master Contractor expressed difficulty with meeting the MBE goal?

Yes No

(If yes, explain the circumstances and any planned corrective actions) _____

Section 5 – TO Change Management

A) Is there a written change management procedure applicable to this TO?

Yes No (If no, explain why) _____

B) Does the change management procedure include the following?

Yes No Sections for change description, justification, and sign-off

Yes No Sections for impact on cost, scope, schedule, risk and quality (i.e., the impact of change on satisfying TO requirements)

Yes No A formal group charged with reviewing / approving / declining changes (e.g., change control board, steering committee, or management team)

C) Have any change orders been executed?

Yes No (If yes, explain expected or actual impact on TO cost, scope, schedule, risk and quality)

D) Is the change management procedure being followed?

Yes No (If no, explain why)

EXHIBIT A

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

Printed Name and Address
of Employee or Agent

Signature

Date

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

ATTACHMENT 11 – GLOSSARY OF TERMS AND ACRONYMS

835 Form	835 Health Care Claim Payment/Advice (Version 004010X091A1). This transaction is used to communicate the results of claim adjudication. It is used to convey and Explanation of Benefits (EOB) which explains what is or is not being paid on the claim that has been submitted and why. This form is also called the Remittance Advice (RA).
837P Form	837 Health Care Claim Institutional Version 004010X096A1.. This transaction can be used to submit health care claim/encounter billing information from providers of health care services to Maryland Medicaid, either directly or through an intermediary (i.e.. clearinghouses, etc.). Refer to Companion Guide for 837 Health Care Claim Institutional Version 004010X096A1 at dhmh.state.md.us website. (Version 5, May 14, 2007).
CMS	Centers for Medicare and Medicaid Services
COMAR	Code of Maryland Agency Regulations
DBM	Department of Budget and Management (MD)
DoIT	Department of Information Technology
DHMH	Department of Health and Mental Hygiene (MD)
DHR	Department of Human Resources (MD)
DHRIS	Department of Human Resources Information System
DJS	Department of Juvenile Services (MD) - Administers services to delinquent youth and youth who require supervision.
HIPAA	Health Insurance Portability & Accountability Act of 1996 (August 21), Public Law 104-191, which amended the Internal Revenue Service Code of 1986. Also known as the Kennedy-Kassebaum Act, the Act includes a section, Title II, entitled Administrative Simplification, requiring: Improved efficiency in healthcare delivery by standardizing electronic data interchange, and protection of confidentiality and security of health data through setting and enforcing standards. More specifically, HIPAA called upon the Department of Health and Human Services (HHS) to publish new rules that will ensure: Standardization of electronic patient health, administrative and financial data. Unique health identifiers for individuals, employers, health plans and health care providers. Security standards protecting the confidentiality and integrity of "individually identifiable health information," past, present or future.
Individual Basis	One unit is one child for one day
MMIS	Medicaid Management Information System. The system run by each state to transfer information to CMS. In Maryland, DHMH is responsible for this system.
NTP	Notice to Proceed

OTHS	Office of Technology for Human Services. The department which is part of DHR and which provides overall management and direction of DHR's management information systems
SPA	State Plan Agreement. States submit these to CMS for approval to bill for Medicaid services.
RA	Remittance Advice. See 835 Form above.
SDLC	System Development Life Cycle
SIF	Submitter Identification Form. Can be found at http://www.dhmf.state.md.us/hipaa/transandcodesets.html .
TPA	Trading Partner Agreement. Please refer to website listed above.
"Contract / Rehab Claims Data", "Contract Data" & "data"	Any information derived from the Medicaid Claim forms transmitted to the TO Contractor for submission to MMIS
Security Incident	Attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. Please refer page 13 of OCR / HIPAA Privacy / Security Enforcement / Regulation Text August 2003 (45 CFR Parts 160 and 164).
HIPAA Security Rule at 45 CFR Parts 160 and 164	For detail please refer OCR / HIPAA Privacy / Security Enforcement / Regulation Text August 2003 (45 CFR Parts 160 and 164). Part 160 is General Administrative Requirements and Part 164 is Security and Privacy.
HIPAA Security Rule at 45 CFR Section 164.514(b)(2)	For detail please refer page 29 of OCR / HIPAA Privacy / Security Enforcement / Regulation Text August 2003 (45 CFR Parts 160 and 164). Part 164 is Security and Privacy.