



**MARYLAND HEALTH CARE COMMISSION
4160 PATTERSON AVENUE BALTIMORE, MARYLAND 21215
AREA CODE 410-764-3460 FAX 410-358-1236**

March 19, 2021

**MHCC 22-002
REQUEST FOR EXPRESSIONS OF INTEREST
Third-Party Administration Services for the Maryland Trauma Physician Services Fund**

The Maryland Health Care Commission is an independent regulatory agency whose mission is to plan for health system needs, promote informed decision-making, increase accountability, and improve access in a rapidly changing health care environment by providing timely and accurate information on availability, cost, and quality of services to policy makers, purchasers, providers and the public. The Commission's vision for Maryland is to ensure that informed consumers hold the health care system accountable and have access to affordable and appropriate health care services through programs that serve as models for the nation.

This request will assist the Maryland Health Care Commission (MHCC), find qualified firms who have interest in responding to a solicitation procuring Third-Party Administration (TPA) services for the Maryland Trauma Physician Services Fund. By this public notice, MHCC requests written Expressions of Interest from each entity ("Interested Entity") that must include a general summation of the Interested Entity's experience and capabilities, to provide the described services.

Maryland Trauma Physician Services Fund

During the 2003 Legislative Session, the Maryland General Assembly established the Maryland Trauma Physician Services Fund (Fund) to aid Maryland's trauma system by reimbursing trauma physicians for uncompensated care losses and by raising Medicaid payments to 100 percent of the Medicare rate when a Medicaid patient receives trauma care. The new law also established a formula for reimbursing trauma centers for trauma-related on-call expenses for trauma surgeons, orthopedists, neurosurgeons, and anesthesiologists. The Trauma Fund is financed through a five-dollar (\$5) fee on automobile registrations and renewals. With the passage of SB 916 in 2008, the General Assembly repealed and re-enacted Health-General Section 19-130, Maryland Trauma Physician Services Fund-Reimbursement and Grants, providing for additional reimbursement of trauma-related on-call and stand-by expenses and the establishment of an ongoing Trauma Equipment Grant program. In February 2009, the MHCC rescinded and re-promulgated COMAR 10.25.10, Maryland Trauma Physician Services Fund to conform the Commission's regulations to the new statute.

MHCC requires the services of a TPA with experience in adjudicating and recommending payment of uncompensated care claims to provide the following:

1. educating physician practices on claim submission requirements;
2. operating a call center to respond to questions and to provide real-time claim status information to practices;

3. adjudicate claims;
4. issue Explanations of Benefits to eligible physicians making claims;
5. submit a cumulative monthly report to the Commission setting forth the details of all eligible claims to be paid;
6. work with the MHCC staff to ensure continuity of reimbursement from the Trauma Fund for current physician practices; and
7. support new physician practices that are eligible to participate.

For more detailed information please review the attached Scope of Work from the previous solicitation.

MHCC *may* prepare a Request for Proposal (RFP) in the near future. Your response to this notice does not provide a guarantee that your firm will be given any kind of preference over other firms, or that specific information will be used. By the same token, a response to this notice will not prohibit your firm from receiving or responding to any RFP when / if it is issued.

Please respond by providing the requested information on the next page to the email below, by Monday, Friday, April 9, 2021.

IN RESPONDING TO THIS NOTICE, PLEASE DO NOT PROVIDE A PROPOSAL, INFORMATION ABOUT PRICING, OR ADDITIONAL INFORMATION NOT SPECIFICALLY REQUESTED.

IF YOU ARE NOT INTERESTED IN THE FUTURE SOLICITATION PLEASE COMPLETE THE INCLUDED VENDOR FEEDBACK FORM.

Thank you for your interest and participation.

Andrea Allen
Procurement Officer
andrea.allen@maryland.gov

General Vendor Information Requested

- a) Company name and address
 - b) Name, title, e-mail address, and telephone number of primary contacts
 - c) Company brochures/literature, if available, or
-
- a) Brief history of the company including a list of companies and/or government agencies it has successfully provided similar services.
 - b) eMaryland Marketplace Advantage ([eMMA](#)) Vendor ID; and if applicable,
 - c) [Small Business Reserve \(SBR\)](#) certification number;
 - d) [Minority Business Enterprise \(MBE\)](#) certification number;
 - e) [Veteran-Owned Small Business Enterprise \(VSBE\) Program](#) number.

Questions

1. Is your organization a Third Party Administration (TPA) firm with at least five (5) years' experience in processing CMS claims for physician services?
2. Does your organization have a Project Manager with a minimum of five (5) years of experience related to adjudication of healthcare claims services and applying Medicare and Medicaid principles of reimbursement; at least three (3) years of the required five (5) years of experience must be in audit supervision or oversight.
3. Does your organization have a Medical Records Analyst with at least three (3) years' experience in medical and hospital billing records review and analysis.
4. Does your organization have resources, staff or subcontractors, with at least five (5) years' experience providing administrative training and support to physicians and ancillary physician practice staff members regarding billing CMS claims.

**REQUEST FOR EXPRESSIONS OF INTEREST
VENDOR FEEDBACK FORM**

To help us improve the quality of State solicitations, and to make our procurement process more responsive and business friendly, please provide comments and suggestions regarding the Request for Expressions of Interest notice.

Title: Third-Party Administration Services for the Maryland Trauma Physician Services Fund

1. If you have chosen not to respond, please indicate the reason(s) below:
 - Other commitments preclude our participation at this time
 - The subject of the notice is not something we ordinarily provide
 - We are inexperienced in the work/commodities required
 - Specifications are unclear, too restrictive, etc. (Explain in REMARKS section)
 - The required services are beyond our present capacity
 - Doing business with the State is simply too complicated. (Explain in REMARKS section)
 - We cannot be competitive. (Explain in REMARKS section)
 - Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section)
 - Other: _____
2. If you have submitted a response to this notice, but wish to offer suggestions or express concerns, please use the REMARKS section below. (Attach additional pages as needed.)

REMARKS:

Vendor Name: _____ Date: _____

Contact Person: _____ Phone (____) _____ - _____

Address: _____

E-mail Address: _____



DEPARTMENT OF
HEALTH AND MENTAL HYGIENE



REQUEST FOR PROPOSALS (RFP)

SOLICITATION NO. MHCC 14-004R

Issue Date: August 26, 2013

Maryland Health Care Commission Third-Party Administration Services for the Maryland Trauma Physician Services Fund

NOTICE

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

Minority Business Enterprises Are Encouraged to Respond to this Solicitation

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

Request for Proposals: Third-Party Administration Services for the Maryland Trauma Physician Services Fund

Solicitation Number: MHCC 14-004R

RFP Issue Date: August 26, 2013

RFP Issuing Office: Maryland Health Care Commission

Procurement Officer: Sharon M. Wiggins
Office Phone: (410) 764-3329
Fax: (410) 358-8811
e-mail: sharon.wiggins@maryland.gov

Contract Officer: Andrea Allen
Office Phone: (410) 764-8791
Fax: (410) 358-8811
e-mail: andrea.allen@maryland.gov

Contract Monitor: Bridget Zombro
Director of Administration
4160 Patterson Avenue
Baltimore, MD 21215
Office Phone: (410) 764-3558
Fax: (410) 358-1311
e-mail: bridget.zombro@maryland.gov

Proposals are to be sent to: Maryland Health Care Commission
4160 Patterson Avenue
Baltimore, MD 21215
Attention: Sharon M. Wiggins

Pre-Proposal Conference: September 4, 2013 @ 11:00 AM Local Time
4160 Patterson Avenue, Room 100
Baltimore, Maryland 21215

Closing Date and Time: September 25, 2013 @ 4:00 PM Local Time

MBE Subcontracting Goal: 25%

VSBE Subcontracting Goal: 0.5 %

SECTION 1 - GENERAL INFORMATION

1.1 Summary Statement

- 1.1.1 During the 2003 Legislative Session, the Maryland General Assembly established the Maryland Trauma Physician Services Fund (Fund) to aid Maryland's trauma system by reimbursing trauma physicians for uncompensated care losses and by raising Medicaid payments to 100 percent of the Medicare rate when a Medicaid patient receives trauma care. The new law also established a formula for reimbursing trauma centers for trauma-related on-call expenses for trauma surgeons, orthopedists, neurosurgeons, and anesthesiologists. The Trauma Fund is financed through a five dollar (\$5) fee on automobile registrations and renewals. With the passage of SB 916 in 2008, the General Assembly repealed and re-enacted Health-General Section 19-130, Maryland Trauma Physician Services Fund-Reimbursement and Grants, providing for additional reimbursement of trauma-related on-call and stand-by expenses and the establishment of an ongoing Trauma Equipment Grant program. In February 2009, the MHCC rescinded and re-promulgated COMAR 10.25.10, Maryland Trauma Physician Services Fund to conform the Commission's regulations to the new statute.
- 1.1.2 The Maryland Health Care Commission (MHCC) is issuing this Request for Proposals to obtain one qualified Contractor to provide Third Party Administrative (TPA) services for claims made to the Maryland Trauma Physician Services Fund Uncompensated Care Program. The successful Offeror shall be a firm with expertise in adjudicating and recommending payment of uncompensated care claims, educating physician practices on claim submission requirements, operating a call center to respond to questions and to provide real-time claim status information to practices. All physician claims paid will be based on the Medicare Physician Fee Schedule. The successful Offeror will adjudicate claims, issue Explanations of Benefits to eligible physicians making claims, and submit a cumulative monthly report to the Commission setting forth the details of all eligible claims to be paid. The successful Offeror will also work with the MHCC staff to ensure continuity of reimbursement from the Trauma Fund for current physician practices and to support new physician practices that are eligible to participate.
- 1.1.3 It is the MHCC's intention to obtain services, as specified in this RFP, from a Contract between the successful Offeror and the MHCC.
- 1.1.4 The MHCC intends to make a single award to the Offeror whose proposal is deemed to be the most advantageous to the MHCC.
- 1.1.5 Offerors, either directly or through their subcontractor(s), must be able to provide all services and meet all of the requirements requested in this solicitation.

1.2 Abbreviations and Definitions

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

- a. **Business Day(s)** – The official Working Days of the week to include Monday through Friday. Official Working Days exclude State Holidays (see definition of “Normal State Business Hours” below).

- b. **Breach** – has the meaning provided in §13400 of the HI-TECH Act and 45 CFR §164.402 and shall include the unauthorized acquisition, access, use or disclosure of PHI that compromises the security or privacy of such information.
- c. **CFR** – Code of Federal Regulations
- d. **CMS** – Centers for Medicare and Medicaid Services, the U.S. federal agency
- e. **COMAR** – Code of Maryland Regulations available on-line at www.dsd.state.md.us.
- f. **Contract** – The Contract awarded to the successful Offeror pursuant to this RFP. The Contract will be in the form of **Attachment A**.
- g. **Contract Commencement** - The date the Contract is signed by the Department following any required approvals of the Contract, including approval by the Board of Public Works, if such approval is required. See Section 1.4.
- h. **Contract Monitor (CM)** – The State representative for this Contract who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring this Contract to ensure compliance with the terms and conditions of the Contract, monitoring MBE and VSBE compliance, and achieving completion of the Contract on budget, on time, and within scope.
- i. **Contract Officer (CO)** – The Office of Procurement and Support Services (OPASS) designated individual assigned to facilitate the procurement process. The Procurement Officer may designate the Contract Officer to conduct components of the procurement on behalf of the Procurement Officer.
- j. **Contractor** – The selected Offeror that is awarded a Contract by the State.
- k. **Department or DHMH** – Maryland Department of Health and Mental Hygiene.
- l. **DUA** – Data Use Agreement
- m. **EDI** – electronic data interchange
- n. **eMM** – eMaryland Marketplace (see RFP Section 1.8).
- o. **Fixed Unit Price Labor Rate** – Fully loaded hourly rates by labor category established in the Contract that include all direct and indirect costs and profit for the Contractor.
- p. **Fully Loaded Rates** – the billing rate of a labor category that includes all profit, direct and indirect costs. The indirect costs shall include all costs that would normally be considered general administrative and clerical costs and/or travel costs, or that are in any way allocated by the Contractor against direct labor hours as a means of calculating profit or recouping costs which cannot be directly attributable to a work order. General administrative, clerical, and travel costs cannot be billed to the State under this Contract.
- q. **Go-Live Date** – The date when the Contractor must begin providing all services required by this solicitation. See Section 1.4.
- r. **HIPAA** – the Health Insurance Portability Accountability Act of 1996 and the regulations promulgated pursuant thereto, including the administration simplification provisions relating to the privacy and security of protected health information, the electronic exchange of health information, standard data transaction codes and code sets, and national unique identifiers

- s. **HCPCS** – CMS’s Healthcare Common Procedure Coding System
- t. **HMO** – Health Maintenance Organization
- u. **HSCRC** – Maryland Health Services Cost Review Commission
- v. **ICD-9-CM** – International Classification of Disease Clinical Modification (9th Edition)
- w. **INCURRED CLAIMS** – Claims submitted to the Trauma Fund TPA, but not cleared for payment by MHCC through the Office of the Comptroller
- x. **LAN** – Local Area Network.
- y. **Local Time** – Time in the Eastern Time Zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such.
- z. **MEDICAID** – Maryland Medical Assistance program
- aa. **Medical Records Act** – the Maryland Confidentiality of Medical Records Act, Annotated Code of Maryland, Health General Article, Title 4, Subtitle 3.
- bb. **MIA** – Maryland Insurance Administration.
- cc. **MIEMSS** – Maryland Institute for Emergency Medical Services Systems
- dd. **MHCC** – Maryland Health Care Commission.
- ee. **Minority Business Enterprise (MBE)** – Any legal entity certified as defined at COMAR 21.01.02.01B(54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.
- ff. **Normal State Business Hours** - Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: www.dbm.maryland.gov – keyword: State Holidays.
- gg. **Notice to Proceed (NTP)** – A written notice from the Procurement Officer that, subject to the conditions of the Contract, work under the Contract is to begin as of a specified date. The start date listed in the NTP is the Go Live Date, and is the official start date of the Contract for the actual delivery of services as described in this solicitation. After Contract Commencement, additional NTPs may be issued by either the Procurement Officer or the Department Contract Manager regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.
- hh. **Offeror** – An entity that submits a Proposal in response to this RFP.
- ii. **PHI** – protected health information, as that phrase is defined and used in the HIPAA statute and regulations (see also 45 CFR §164.501).
- jj. **Privacy Rule** – the Standards for Privacy and Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E, as amended by operation of the HI-TECH Act and from time to time.
- kk. **Procurement Coordinator** – The State representative designated by the Procurement Officer to perform certain duties related to this solicitation which is expressly set forth herein.

- ll. **Procurement Officer** – The State representative for the resulting Contract. The Procurement Officer is responsible for the Contract and is the only State representative who can authorize changes to the Contract. DHMH may change the Procurement Officer at any time by written notice to the Contractor.
- mm. **Proposal** – As appropriate, either or both of an Offeror’s Technical or Financial Proposal.
- nn. **Provider** – for purposes of this RFP, provider means a health care practitioner or facility that provides health care to individuals.
- oo. **Request for Proposals (RFP)** – This Request for Proposals issued by the Maryland Department of Health and Mental Hygiene, Maryland Health Care Commission, Solicitation Number **MHCC 14-004R** dated **August 26, 2013**, including any addenda.
- pp. **Security Rule** – the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and B.
- qq. **SSN** – social security number
- rr. **State** – The State of Maryland.
- ss. **Total Proposal Price** - The Offeror’s total proposed price for services in response to this solicitation, included in the Financial Proposal with Attachment F – Price Form, and used in the financial evaluation of Proposals (see RFP Section 5.3).
- tt. **TPA** – Third Party Administrator
- uu. **TPA Contractor** – an organization that has contracted with the State to provide services in connection with claims adjudication and customer service administered through a program. For purposes of this RFP, this term includes the third party administrator for the State’s Trauma Physician Services Fund program.
- vv. **Trauma Fund** – The Maryland Trauma Physicians Services Fund, which was established to reimburse trauma centers for certain on-call expenses, make trauma equipment grants, and reimburse trauma physicians for certain uncompensated and under-compensated care.
- ww. **State** – The State of Maryland.
- xx. **Unsecured Protected Health Information or Unsecured PHI** – PHI that is not secured through the use of a technology or methodology specified by the Secretary of DHHS in guidance or as otherwise defined in the §13402(h) of the HI-TECH Act and 45 CFR §164.402.
- yy. **Veteran-owned Small Business Enterprise (VSBE)** – a business that is verified by the Center for Veterans Enterprise of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.
- zz. **Working Day(s)** – Same as “Business Day(s).”

1.3 Contract Type

The Contract from this shall be a fixed unit price, indefinite quantity contract as defined in COMAR 21.06.03.02A (2) and 21.06.03.06A (2), with respect to the services required by the Maryland Trauma Physicians Services Fund in Section 3.2.

SECTION 2 – MINIMUM QUALIFICATIONS

2.1 Offeror Minimum Qualifications

The Offeror must provide proof with its Proposal that the following Minimum Qualifications have been met:

- 2.1.1 The Offeror shall be a Third Party Administration (TPA) firm with five (5) years experience in processing CMS claims for physician services. As proof of meeting this requirement, the Offeror shall provide with its Proposal three (3) references from the past five (5) years able to attest to the Offeror's experience in processing CMS claims for physician services.
- 2.1.2 The Offeror shall have a Project Manager with a minimum of five (5) years of experience related to adjudication of healthcare claims services and applying Medicare and Medicaid principles of reimbursement; at least three (3) years of the required five (5) years of experience must be in audit supervision or oversight. The Offeror shall provide with its Proposal its proposed Project Manager's resume which includes at least three (3) references from the past five (5) years able to attest to the proposed Project Manager's experience.
- 2.1.3 The Offeror shall have a Medical Records Analyst with at least three (3) years experience in medical and hospital billing records review and analysis. The Offeror shall provide with its Proposal its proposed Medical Records Analyst's resume which includes at least three (3) references from the past five (5) years able to attest to the Medical Records Analyst's experience.
- 2.1.4 The Offeror or proposed sub-contractor shall have five (5) years experience providing administrative training and support to physicians and ancillary physician practice staff members regarding billing CMS claims. The Offeror shall provide with its Proposal at least three (3) references from within the past five (5) years able to attest to the experience.

For each reference requested, the Offeror must provide:

- Name of Reference
- Name of Contact (including title, telephone number and email address)
- Description of Work Performed (must include development of qualitative reports and recommendations; and
- Statements that work performed were completed satisfactorily, within the required timeframe.

The remainder of this page is intentionally left blank.

SECTION 3 – SCOPE OF WORK

3.1 Background and Purpose

- 3.1.1. The State is issuing this solicitation to obtain a Contractor to receive and adjudicate uncompensated care claims made by physicians for medical trauma services reimbursed by the Maryland Trauma Physician Services Fund. The Contractor will be responsible for educating physician practices on claim submission requirements for the Trauma Fund, operating a call center to respond to questions and to provide real-time claim status information to practices, and for adjudicating and recommending payment of uncompensated care claims to the Maryland Health Care Commission.
- 3.1.2. Approximately 20,000 patients are treated each year at the 9 trauma centers and 2 pediatric trauma centers in Maryland. A trauma registry, maintained at the Maryland Institute for Emergency Medical Services (MIEMSS), contains basic information on patient demographics, the nature of injuries, and the treatment provided (see <http://www.miemss.org/AnnRpt.pdf>). Another 1,500 patients are treated at the eye, hand, and burn referral centers' hospitals each year. The registries have previously served and will continue to serve as the eligibility file for uncompensated trauma care. MHCC will make information from the registries available to the TPA as needed. Physicians are eligible for reimbursement for uncompensated care treatment if a patient meets 3 conditions:
1. A record exists for the patient on the Maryland trauma registry;
 2. The patient does not have private or public health insurance coverage; and
 3. The physician and/or physician's practice can document unsuccessful attempts to collect from the patient for at least three billing cycles. (see COMAR 10.25.17).
- 3.1.3. The Trauma Fund reimburses physicians for treating uninsured trauma patients during the initial emergency or hospital visit and during subsequent inpatient stays and outpatient visits for physician services that are directly related to the original trauma injury and provided at the trauma center. The Contractor will be responsible for adjudicating these claims, educating trauma personnel about claim submission practices, and reporting operational information and payment information to MHCC.

3.2 Scope of Work - Requirements

- 3.2.1 This section describes provider support requirements and customer service functions. The Contractor may recover the cost of the requirements described in this section only by making provision for such expenses in the Contractor's proposed administrative fee. The Contractor shall provide for the following services:
- 3.2.1.1 The Contractor shall provide Staffing for one customer service unit to support Trauma Fund processing questions. The unit shall be staffed to handle Fund-specific payment questions, claim submission clarifications and inquiries, and first-level complaint resolution. The customer service support must be available at a minimum from 8:30 AM to 5:00 PM Monday through Friday.
- 3.2.1.2 The Contractor shall designate one (1) customer service employee whose primary responsibility will be to respond to and resolve practices' submission questions. MHCC and the Contractor will jointly monitor and adjust staffing levels to MHCC's sole satisfaction as work and service requirements demand, and according to standards established during operational meetings. The Contractor shall be prepared to train one or more additional team members to support MHCC's requirements, as the need for service demands. ***Service center employees would not need to be fully dedicated to MHCC. The Contractor must have capacity to scale up or down, given service needs.***

3.2.1.3 The customer service call center shall be accessible via a toll-free number. The establishment of toll free lines (telephone and facsimile) and appropriate customer service staff must be adequate, at a minimum, to maintain the following standards:

- i. Abandonment rate of 5% or less;
- ii. Average Time to Answer of 45 seconds or less;
- iii. Blockage rates of 5% or less; and

The Contractor shall document actual rates against these requirements in the monthly report on claim payments (see Section 3.2.4 Administration and Reporting).

3.2.1.4 The Contractor shall greet each customer using the following information: “The Maryland Trauma Fund at (firm’s name).”

3.2.1.5 The Contractor shall have the capability to allow MHCC staff to listen to calls to and from the TPA call center(s).

3.2.1.6 The Contractor shall monitor, document and categorize all complaints from Trauma physicians as follows:

- (a) administrative services (claims);
- (b) administration of benefits (disagreement over level of benefits paid); and
- (c) all other complaints.

The Contractor shall submit quarterly status reports of all such calls to the Contract Monitor.

3.2.1.7 Notify the provider of how to contest the decision of the Contractor for any claim which is denied in whole or in part;

3.2.1.8 Have a program to detect and promptly report suspected fraud or abuse and to cooperate with the Commission and the other DHMH agencies in any prosecution.

3.2.2 OPERATIONAL REQUIREMENTS

The Contractor shall process and administer all uncompensated trauma services claims submitted to the Trauma Fund on or after July 1, 2013 and throughout the term of the Contract. These claims will include all uncompensated care trauma services provided beginning January 1, 2013 and any uncompensated services for the period prior to January 1, 2013 that have not been previously paid by the Fund. Requirements for claims processing include the following:

- 3.2.2.1 Implementation and Testing - The Contractor shall meet the timeline shown in the RFP in Section 3.2.7. **The Contractor shall submit its Health Information and Portability (HIPAA) group number and a list of Contractor lead contacts to MHCC’s Project Officer within 5 working days following the award of the contract.** The Contractor shall have the claims processing operational at least 30 days after receipt of the Notice to Proceed.
- 3.2.2.2 Run-off - The Contractor and MHCC shall determine how services provided prior to July 1, 2013 shall be processed. Only trauma surgeons, orthopedic surgeons, neurosurgeons, critical care physicians, anesthesiologists, and emergency room physicians are eligible for reimbursement for services provided. The Contractor shall accept these claim transactions either in paper or electronic versions.
- 3.2.2.3 Claims Reporting System - The Contractor shall maintain a complete and accurate claims reporting system and provide for the retention, maintenance, and storage of all payment records with provision for appropriate reporting to MHCC. The Contractor shall maintain all such records throughout the term of the Contract and shall return information used during the administration of the Contract to MHCC at Contract termination. The Contractor shall warrant that any information

- not returned and not subject to HIPAA storage requirements has been destroyed at the conclusion of the contact. The Contractor shall supply a list of all information retained to meet HIPAA requirements to MHCC at contract termination.
- 3.2.2.4 Claim Validation - Error checking routinely provided by the Contractor shall include the following edits:
- (a) Confirm that the Trauma Registry Number for the patient is listed on the MIEMSS Trauma Registry.
 - (b) Confirm the existence of a 'U1' modifier in one of the modifier fields associated with the trauma.
 - (c) Confirm that the service was provided in a trauma center hospital or a specialty referral center in one of the following places of service:
 - 1. (21) – Inpatient Hospital
 - 2. (22) – Outpatient Hospital
 - (d) Confirm that the claim contains at least 1 valid injury code (E-code) or an ICD-9-CM in the range of 800.0 through 959.9.
 - (e) Confirm that the provider rendering service is a physician (non-physician providers are not eligible for uncompensated care).
- 3.2.2.5 The Contractor's Management Information System must have the flexibility to support the addition of other types of services codes in addition to the two (2) shown above.
- 3.2.2.6 Approve and submit for payment, or deny, 90% of clean paper claims within 21 calendar days of the receipt of the claim, 99% of clean paper claims within 30 calendar days, and 100 % of clean electronic claims within 14 calendar days of receipt.
- 3.2.2.7 Within five working days of receipt of a claim lacking sufficient information to process, return the claim to the provider that submitted it with an explanation of the reason that the claim was returned.
- 3.2.2.8 Assign to each claim a unique transaction identifier that indicates the date the claim was received by the Contractor and the input source (paper, electronic media claim, etc.).
- 3.2.2.9 Claim Payment - The Contractor shall provide an explanation of benefit (EOB) to a submitting physician or practice that will describe the services that were eligible or ineligible for reimbursement under the Trauma Fund.
- 3.2.2.10 The Contractor shall generate the EOB in an electronic or paper format, as appropriate for each provider. The claim payment shall be included with a paper EOB.
- 3.2.2.11 The Contractor shall have the ability to provide EOB information electronically on a real-time basis to physician practices capable of accepting information in electronic format.
- 3.2.2.12 Abnormally High Claims - The Contractor shall notify each practice submitting a claim in excess of \$5,000 that they are eligible for an independent audit. MHCC and its auditor shall have reasonable access to information held by the Contractor to conduct the audit.
- 3.2.2.13 The Contractor shall notify MHCC prior to implementing material changes in policies and key personnel on the Trauma Fund account.
- 3.2.2.14 The Contractor shall review claims for follow-up care subsequent to the initial trauma hospitalization or visit to ensure that the follow-up care is directly related to the initial injury. The TPA shall make these determinations by:
- (a) Confirming that body system injury and services provided are related to the original trauma (the identical trauma diagnosis and/or an E-code is used);
 - (b) Assessing the amount of time that has elapsed between initial injury and follow-up care;
 - (c) Confirming that subsequent services contain a trauma number;

- (d) Communicating with physicians practices to obtain additional clinical information to confirm that the subsequent treatment is related to the original trauma injury;
- (e) Ensuring that the practice followed its customary and usual collection policies; and
- (f) Identifying claims for the MHCC audit contractor to conduct on-site audits (note the Contractor is not responsible for performing any on-site audit).

- 3.2.2.15 The Contractor shall comply with Maryland and Federal laws regarding record retention, privacy and security ([State of Maryland Information Technology Security Policy](#)). The record retention policy shall include the length of time records are kept, which shall be no less than five years after the completion of the Contract and shall provide for the retention or transfer of records upon completion of this Contract.
- 3.2.2.16 The Contractor shall have disaster recovery protocols in place which include off-site storage of back-up files so as to allow system restart whenever necessary as well as off-site processing capability in the event of catastrophic failure at the primary processing site.
- 3.2.2.17 The Contractor shall have a disaster preparedness plan which includes the ability to continue operating during State declared emergencies.
- 3.2.2.18 The Contractor shall notify MHCC immediately of any liabilities that threaten its financial ability to perform the Contract and of any discussions of filing for bankruptcy by it or by any entity which has a financial interest in the TPA.
- 3.2.2.19 The Contractor shall maintain financial records pursuant to generally accepted accounting principles.
- 3.2.2.20 The Contractor shall make available and provide access to all procedures used in performing the duties under this RFP in order to permit MHCC or legislative auditors to assess the appropriateness of the Contractor's accounting and security systems.
- 3.2.2.21 The Contractor shall maintain written copies of all of its subcontracts and other agreements affecting its operations as they relate to any contract resulting from this RFP, and shall obtain MHCC approval prior to subcontracting for any of the required services. The Contractor shall retain responsibility for delivering all services regardless of whether it subcontracts for any of the required services.

3.2.3 PROVIDER MANAGEMENT REQUIREMENTS

- 3.2.3.1 The Contractor shall provide initial and ongoing provider education to ensure that trauma physicians are familiar with and knowledgeable about the claim and payment processing (including any payment changes due to modifications in fee levels by CMS).
 - a) Two (2) training sessions, one to be held in the Baltimore area and the other in the National Capital Area (the training locations will be provided by MHCC or the trauma centers).
 - b) All training sessions will last approximately 2 hours. MHCC staff will be in attendance to provide introductions, clarifications, and cover issues unrelated to the Contractor's functions.
 - c) The Contractor shall assign at least two representatives to the provider education meetings [one (1) presenter and one (1) supporting staff], unless otherwise authorized by MHCC.
 - d) All training material and handouts shall be approved by MHCC before initial use.
- 3.2.3.2 The Contractor shall make adjustments to fee schedules so that fees paid for uncompensated care are equal to 100 percent of the Medicare fee for the same service in the Baltimore pricing locality.

MHCC will provide updates as the Medicare Fee Schedule is updated by the Centers for Medicare and Medicaid Services. Payments shall be calculated using the Medicare Fee in place at the time the service was provided.

- 3.2.3.3 The Contractor shall perform exchanges of data with providers in paper or electronic formats, including facsimiles, as is appropriate to maintain the currency and confidentiality of the data.
- 3.2.3.4 The Contractor shall monitor the denials of payments made under the Trauma Fund to confirm compliance with the goals of the Fund.

3.2.4 DATA PROCESSING REQUIREMENTS

All data collected pursuant to this Contract and any and all analysis of that data is and will remain the sole property of the State of Maryland and MHCC, including but not limited to, electronic tapes, data reports and consultative reports. Upon termination of the Contract, all data must be released to MHCC in a format satisfactory to MHCC. The Contractor may recover any costs involved in the adaptation of their system requirements to those set forth by MHCC as part of this contract. **Those costs should be included in the Contractor's proposed Administrative Fee (see Attachment F).**

- 3.2.4.1 The selected Contractor must have the capability to communicate electronically (transmit and receive claims data) with providers directly or via at least one (1) Maryland-certified claims clearinghouse. This capability/electronic interface must be tested and operational no later than three (3) months after the start of the Contract. (The list of certified networks is available on the MHCC's website at http://mhcc.dhmf.maryland.gov/hit/ehn/Pages/ehn_main.aspx).
- 3.2.4.2 The Contractor must implement all MHCC system requests and correct all MHCC system issues within fifteen (15) days from receipt of MHCC's written notification. MHCC shall fully supply any/all information reasonably necessary for TPA to complete the requested services. If MHCC determines that a fifteen (15) day resolution is not reasonably possible, the Contractor shall provide MHCC with a written plan for implementation and a timeline for resolution within five (5) days from receipt of written notification by MHCC.
- 3.2.4.3 The Contractor shall confirm an uncompensated care patient's eligibility using the Maryland trauma registries which are provided to MHCC from the Maryland Institute of Emergency Medical Services Systems (MIEMSS). MIEMSS provides the data to MHCC on a semi-annual basis approximately 90 days after the trauma care was initially delivered. **Note: the Trauma Registries are the definitive source for determining eligibility to receive uncompensated care.**

3.2.5 ADMINISTRATION AND REPORTING

- 3.2.5.1 The Contractor shall designate a Lead Consultant ("LC") to manage all administrative and technical tasks, including provider education, operations, data processing, administration, and reporting. The LC shall serve as the primary point of contact between MHCC and the vendor's senior management, technical staff, and claims processing group.
- 3.2.5.2 The Contractor shall summarize, by provider Federal Tax ID, all trauma patient uncompensated care claims adjudicated each month for which the Trauma Fund is liable. The summary shall be provided in electronic format to MHCC in a format mutually agreed on by the Contractor and MHCC. The summaries are due 10 days after the end of each month.
- 3.2.5.3 The Contractor shall provide a weekly status report on system changes and outstanding issues.
- 3.2.5.4 The Contractor will convene a quarterly face-to-face operational review meeting with MHCC on the use of trauma uncompensated care and the performance of the Contractor and any subcontractors. The reviews shall include cost saving recommendations and shall discuss issues identified by MHCC or the Contractor prior to the meeting.
- 3.2.5.5 The Contractor shall provide an annual report on all uncompensated claims processed by the Contractor during a fiscal year from July 1 through June 30. In addition, the Contractor shall report

the number of claims which remain in the backlog at the end of the Maryland fiscal year (June 30th) and estimate the value of these claims. This report will be included in MHCC’s annual report to the General Assembly. The report shall be submitted to MHCC annually by September 1st.

- 3.2.5.6 The Contractor shall provide draft templates, draft form letters, and drafts of other standardized communications by any means to MHCC for approval prior to sending, disseminating, or otherwise providing such written or oral communications to physician practices and/or their staff. **Note: the approval will be for initial use and will not be required for each subsequent use of an approved communication.**
- 3.2.5.7 The Contractor shall maintain a Website containing information regarding claim submission. The Contractor shall regularly review, revise, and update where necessary, all information contained on its Website that relates to or may be utilized by Trauma Fund physician participants.
- 3.2.5.8 Claims Adjudication File - The Contractor shall provide to MHCC on a monthly basis a detailed file of the processed claims in a format as required by MHCC. The claims file will include, but is not limited to, all healthcare services for uncompensated care Trauma Fund participants during the month. This file will be due to MHCC no later than the 10th day of the month for the previous month’s claim payments.

3.2.6 FINANCIAL REQUIREMENTS

- 3.2.6.1 The Contractor shall possess bond coverage of sufficient value to absorb potential losses from the Fund of \$2 million dollars. The Offeror recommended for award shall provide MHCC with documentation to confirm that level of protection upon receipt of recommendation for award.
- 3.2.6.2 The Contractor shall have SAS 70 audits performed annually by an organization certified by the Public Company Accounting Oversight Board (PCAOB).
- 3.2.6.3 Following the termination of the Contract for any anticipated or unanticipated reason, the Contractor shall continue to be responsible for processing claims **received** while the Contract was in effect. The projected cost of run-off administration should be specifically identified and included in the RFP’s proposed administrative fees. The runoff period shall continue for 45 days after the date of Contract termination. MHCC shall withhold any reimbursement for runoff processing until the 45-day period has been completed.

3.2.7 SUMMARY OF DELIVERABLES AND MILESTONES

Listed below are deliverables required for the Tasks described above in Sections 3.2.1 – 3.2.5.

Section	Milestone	Date Delivery Deadline
3.2.2.1	Begin implementation meetings	Upon receipt of Notice to Proceed Assume September 1 start date
3.2.2.1	Submit Payer ID to MHCC	5 calendar days after receipt of Notice to Proceed
3.2.2.1	Initiate implementation activities/transition protocols	7 calendar days after receipt of Notice to Proceed
3.2.2.1	Completion of information transfer activities	21 calendar days after receipt of Notice to Proceed
3.2.2.1	Completion of vendor implementation plan/transition protocols	30 calendar days after receipt of Notice to Proceed
3.2.2.1	Commence Claims Processing	30 days after receipt of Notice to Proceed
3.2.5.2	Monthly Reports on Claims paid by Federal Tax ID Report on Performance Measure Compliance	10 calendar days after month end

3.2.5.3	Weekly Report	As agreed upon by MHCC and TPA
3.2.5.4	Quarterly Review Meeting	20 calendar days after the end of each quarter
3.2.5.5	Annual Report on Claims paid, and claims incurred but not yet paid	September 1, 2014 and each subsequent year of the contract term
3.2.5.8	Adjudicated Claims File	20 calendar days after month end

3.3 Security Requirements

3.3.1 Employee Identification

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

3.3.2 Information Technology

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

3.4 Insurance Requirements

- 3.4.1 The Contractor shall maintain Commercial General Liability Insurance with limits sufficient to cover losses resulting from, or arising out of, Contractor action or inaction in the performance of the Contract by the Contractor, its agents, servants, employees, or subcontractors, but no less than a Combined Single Limit for Bodily Injury, Property Damage, and Personal and Advertising Injury Liability of \$1,000,000 per occurrence and \$3,000,000 aggregate.
- 3.4.2 The Contractor shall maintain Errors and Omissions/Professional Liability insurance with minimum limits of \$1,000,000 per occurrence.
- 3.4.3 Within five (5) Business Days of recommendation for Contract award, the Contractor shall provide the Contract Monitor with current certificates of insurance, and shall update such certificates from time to time but no less than annually in multi-year contracts, as directed by the Contract Monitor. Such copy of the Contractor’s current certificate of insurance shall contain at minimum the following:

- a. Workers' Compensation – The Contractor shall maintain such insurance as necessary and/or as required under Workers' Compensation Acts, the Longshore and Harbor Workers' Compensation Act, and the Federal Employers' Liability Act.
- b. Commercial General Liability as required in Section 3.4.1.
- c. Errors and Omissions/Professional Liability as required in Section 3.4.2.

3.4.4 The State shall be named as an additional named insured on the policies with the exception of Worker's Compensation Insurance and Professional Liability Insurance. All insurance policies shall be endorsed to include a clause that requires that the insurance carrier provide the Contract Monitor, by certified mail, not less than 45 days' advance notice of any non-renewal, cancellation, or expiration. In the event the Contract Monitor receives a notice of non-renewal, the Contractor shall provide the Contract Monitor with an insurance policy from another carrier at least 30 days prior to the expiration of the insurance policy then in effect. All insurance policies shall be with a company licensed by the State to do business and to provide such policies.

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

3.5 Problem Escalation Procedure

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

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

3.5.2 The Contractor must provide the PEP no later than ten (10) Business Days after notice of Contract award or after the date of the Notice to Proceed, whichever is earlier. The PEP, including any revisions thereto, must also be provided within ten (10) Business Days after the start of each Contract year and within ten (10) Business Days after any change in circumstance which changes the PEP. The PEP shall detail how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. The PEP shall include:

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

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

3.6 Invoicing

3.6.1 General

(a) All invoices for services shall be signed by the Contractor and submitted to the Contract Monitor. All invoices shall include the following information:

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

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

(b) The Department reserves the right to reduce or withhold Contract payment in the event the Contractor does not provide the Department with all required deliverables within the time frame specified in the Contract or in the event that the Contractor otherwise materially breaches the terms and conditions of the Contract until such time as the Contractor brings itself into full compliance with the Contract. Any action on the part of the Department, or dispute of action by the Contractor, shall be in accordance with the provisions of Md. Code Ann., State Finance and Procurement Article §§ 15-215 through 15-223 and with COMAR 21.10.02.

3.6.2 Invoice Submission Schedule

The Contractor shall submit invoices in accordance with the satisfactory delivery of each task outlined in the Delivery Schedule (see Section 3.2.7). Payment for the “Ongoing and Recurring Audit Tasks” shall be billed by the 30th day of each month of the contract term.

3.7 MBE Reports

If this solicitation includes a MBE Goal (see Section 1.33), the Contractor and its MBE subcontractors shall provide the following MBE Monthly Reports based upon the commitment to the goal:

- (a) **Attachment D-4**, the MBE Participation Prime Contractor Paid/Unpaid MBE Invoice Report by the 10th of the month following the reporting period to the Contract Monitor and the MBE Liaison Officer.
- (b) **Attachment D-5**, the MBE Participation Subcontractor Paid/Unpaid MBE Invoice Report by the 10th of the month following the reporting period to the Contract Monitor and the MBE Liaison Officer.

3.8 VSBE Reports

If this solicitation includes a VSBE Goal (see Section 1.41), the Contractor and its VSBE subcontractors shall provide the following VSBE Monthly Reports based upon the commitment to the goal:

- (a) **Attachment M-3**, the VSBE Participation Prime Contractor Paid/Unpaid VSBE Invoice Report by the 10th of the month following the reporting period to the Contract Monitor and the VSBE Liaison Officer.
- (b) **Attachment M-4**, the VSBE Participation Subcontractor Paid/Unpaid VSBE Invoice Report by the 10th of the month following the reporting period to the Contract Monitor and the VSBE Liaison Officer.

3.9 SOC 2 Type II Audit Report

A SOC 2 Type II Report is not a Contractor requirement for this Contract.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.