

AFMC

Q1. “In 2014, the Department established a means for providers to receive independent reviews of Medicaid claim denials for medical necessity...” Who is the current vendor for this scope of work and what is their current contract value?

A1. Maximus Federal Services is the current contractor.

Q2. “...to perform medical necessity reviews for Maryland Medicaid Managed Care Organization claim denials.” Does the State expect the Contractor to have established presence and relationships with the Maryland provider community?

A2. No, it is not a requirement.

Q3. Is the Contractor required to retain and maintain all records and documents related to this Contract for three (3) or ten (10) years?

A3. The Contractor is expected to retain and maintain all records and documents for ten (10) years.

Q4. “A. Before a provider or MCO is allowed to create an online account with the Contract or before the Contractor is allowed to initiate the case review, the Contractor must have a case review agreement signed by the provider and MCO.” May the Contractor engage in a “blanket” Memorandum of Agreement (MOA) with all providers and MCOs on an annual basis to cover this requirement? Or is each agreement to be case review-specific?

A4. The Contractor will have a single agreement with a given provider for the duration of the contract to use IRO services.

Q5: “A. Before a provider or MCO is allowed to...the Contractor must have a case review agreement signed by the provider and MCO.” How many new case review agreements, on average, will need to be executed in a given year? For example, of the 1,171 cases in 2017, how many case review agreements were executed?

A5: The Department does not have an estimate for how many case review agreements will be required.

Q6: “D.11. The ability to keep track of all cases (offenses) where the unsuccessful party in a review process does not pay the amount they were found liable for.” It is understood that the State is no responsible for payment and cannot be invoiced for reviews performed. Beyond reporting to the State of non-payment from the losing party, is there a process through the State that the Contractor can or must follow for these cases to appeal for non-payment to the Contractor? Does the State assist and/or support the Contractor for working with the losing party in order to obtain payment.

A6. There is a penalty process in place as follows:

If a payment is 60 days late, 15% is added to the invoice. If not paid after 30 days, an additional 35% penalty fee will be added to the original invoice. Only checks are the accepted form of payment in these instances. Also, if a provider fails to pay invoices after incurring penalties, the provider may no longer submit cases for review for one year.

Q7. “The Contractor shall ensure that the case submitted is not for an Administrative Denial of payment. The Contractor shall send notification to the provider that Administrative Denials of payment may not be reviewed by the IRO process.” Is there historical data for the number of Administrative Denials of payment cases that the incumbent has encountered and had to send a notification?

A7. The incumbent receives a negligible amount of administrative denials in a calendar year (fewer than 5).

Q8. “The Contractor shall make a determination...” What is the average length of time the current Contractor takes to complete a review?

A8. A determination must be made within 30 days of receiving the case file from the MCO. The Department does not track the average length of time for the incumbent to complete a review.

Q9: “B. The Contractor shall provide a monthly and quarterly report that contains the information identified in 2.3.2.J by providers type, MCO, and hospital.

A. Submit the following reports by the 10th of each month...” Can all deliverable reports and minority business enterprise reports be submitted on the same day of the previous month or quarter?

A9: This contract does not have an MBE requirement; therefore, MBE forms are not required for submission. In Section 2.4.4 on page 8 of the RFP, it states all monthly and quarterly reports should be submitted within 15 calendar days of the close of the previous month or quarter.

Q10. “The Contractor shall provide an annual report...” Please provide a sample annual report from the current contractor

A10. The annual report template is attached.

Q11. “E. The Contractor shall develop a plan to conduct quarterly audits of case review determinations to ensure reviewers are complying with the requirements detailed in 2.3.2 and provide reports to the Contract Monitor demonstrating compliance by the 15th of the month following the close of each quarter.” Historically, are there quarters that no case reviews are performed?

A11. No.

Q12: “A. ...no more than 45 days from the effective date of the Contract.” What is the anticipated contract start date?

A12: The anticipated contract start date is March 1, 2019.

Q13. “The Contractor shall participate in face-to-face meetings...” What are the total number of face-to-face meetings that have occurred during the past 12 months?

A13. There has been one face-to-face meeting within the last twelve (12) months.

Q14: “...hold a kick-off meeting...” Must the kick-off meeting be in person or can it be virtual?

A14: The kick-off meeting will be face-to-face.

Q15: "...for fully transitioning to the Contractor's Solution." Will the Contractor be required to receive, maintain, and report on any previous Contractor's data? If so, in what format would we receive this data?

A15: If there are specific data items required for the transition, the Department will facilitate this transfer during this period. The awardee may make requests for certain data and the Department will share it electronically at its discretion.

Q16: "...an invoice for the total amount owed by the Losing Party..." Is there a preferred electronic format or template for the monthly invoice or may the Contractor develop their own?

A16: The Contractor will develop its own monthly invoice based on the required elements provided by the Department in the RFP (Section 3.3.2, page 10) and submit it for approval.

Q17: "A. Contractor Personnel may also be required to provide occasional support outside of normal State Business Hours..." Historically during the past 12 months, how many occasions has the current Contractor staff had to provide support outside of normal State Business Hours?

A17: No occasions have taken place during the past 12 months.

Q18: "A. ...Key Personnel shall be assigned to the State of Maryland as a dedicated resource." Does the State expect the Medical Director, Project Manager, and Contract Manager to be full time, 100% dedicated positions for this scope of work?

A18: Yes, the Identified Key Personnel should be dedicated to this contract.

Q19: "The Procurement Officer will notify Offerors of the time and place of oral presentations." How far in advance would the Offeror be notified of the time and place for oral presentations?

A19: All Offerors will be given appropriate notice of the time and place for oral presentations. Flexibility will be exercised to the extent possible.