Office of Procurement and Support Services
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Administrative Service Organization (ASO) for Maryland Public Behavioral Health Systems
RFP # MDH-OPASS #20-18319

Addendum #3

Issued: January 18, 2019

All persons who are known by the Issuing Office to have received the above-mentioned RFP are hereby advised of the following revisions to the RFP.

Correction to reference on page 2.4.4; Currently reads:

2.3.7.2. B	Provider Survey: Develop and Administer	Approval by MDH	Annually

Revised to read:

2.3.7.2 C	Provider Survey: Develop and Administer	Approval by MDH	Bi-Annually

Additionally, the Department has revised the RFP based on feedback from prospective Offerors. The revisions are outlined in the documents at the end of this notification beginning on page 2 through page 13. Strike-throughs remain intentionally in the document to demonstrate clearly what has been removed.

All other terms and conditions remain unchanged.

This Addendum is issued under the authority of State Procurement Regulations COMAR 21.05.03.02 and with the approval of the Procurement Officer for MDH.

1/18/2019
Date

Queen Davis
Queen Davis, Contract Officer

A. Security Requirements (Page 87):

The following introductory language is being made to **Section 3.7.5.C and 3.7.5.D**

At the time of Proposal submission, the Contractor must attest to the following upon successful award:

1) The Contractor will complete, within 60 days of notification of Contract award a readiness assessment and implementation plan to meet the NIST 800-53 Revision 4 **and** MARS-E Version 2 requirements and submit their completed plan to MDH for approval.

2) The Contractor assumes all risk and costs associated in ensuring that their Medicaid management system is or will be compliant with the NIST 800-53 Rev 4 and MARS-E Version 2 requirement at the time of Go-Live.

3) If all components do not meet the Contractor's approved implementation plan, an assessment of $ 5,000.00 per day will be incurred by the Contractor until the implementation schedule is brought up to current.

B. Chart 1Outcome Measures (page 70)

Chart 1 has been updated on the following pages, to remove the liquidated damages associated with these measures. Offerors must still include experience with the proposed (or similar) measure as part of their technical proposal. During the first year, these measures will be tracked for evaluation and the contractor will, in collaboration with the Department review targets and strategies to achieve targets**. There will be no associated damages with failure to meet any targets.** This process is to be collaborative with the intent to impact the PBHS as a whole and improve outcomes for individuals in care.

C. Chart 2 System Measures (page 71)

Measure #1 "Call Center Metrics" has been updated. MDH balanced the importance of a robust, accurate, and highly skilled call center staff, against some of the suggestions an concerns shared. Please carefully review the updated metrics.

D. MDH has responded to the questions submitted by Offerors in as much detail as possible. Offerors have an additional 3 days from this posting to submit clarifications to MDH responses. Please review carefully for additional clarifications.

E. MDH has reviewed the Special Projects section and made note of the "practical implementation" as an assist to Offerors in better understanding the nature of these projects. Special Projects are part of the base ASO requirements but are highlighted in part due to specific staffing requirements under section 3.10. Costs for the Special projects are included under the Contractor's financial proposal under Attachment B Parts 1, 2, and 3.

F. MDH has further clarified on the Financial Proposal that Parts 1, 2, and 3 will be given 80% weight of the overall financial proposal, and Parts 4 and 5, combined, will be given 20% of the weight.

G. MDH has updated the number of copies required for the proposal submission to: one original and four (**4) copies** of the technical **and** financial proposals are required. Note the *reduction* in the copies from 6 to 4 copies.

PAGES 67-72 MODIFIED

2.6.5 SLA Service Credits

Time is an essential element of the Contract. For work that is not completed within the time(s) specified in the service level metrics below, the Contractor shall be liable for service credits in the amount(s) provided for in the Contract.

The State, at its option for amount due the State as service credits, may deduct such from any money payable to the Contractor or may bill the Contractor as a separate item. In the event of a catastrophic failure affecting all services, all affected SLAs shall be credited to the State.

Example: If the Monthly invoice were $100,000 and one SLA were missed, with an applicable .5% credit, the credit to the monthly invoice would be $500, and the State would pay a net Monthly Charge of $99,500.

The parties agree that any assessment of service credits shall be construed and treated by the parties not as imposing a penalty upon the Contractor, but as compensation to the State for the Contractor's failure to satisfy its service level obligations.

~~Beginning in Contract Year two, the five outcome based standards listed in the first chart in Section 2.6.7 below shall apply. The baseline data will be provided by the Department to the Offerors during the Question and Answer period after release of this RFP. Using the provided baseline data, beginning in Contract Year one, the Contractor shall submit quarterly reports detailing the measurement against the five standards for the duration of the Contract. During Contract Year one, the ASO will work with the State to fine tune the measurement subject to the State's final approval. It is expected that for each standard, the population will fall at or above the targets identified in the chart on an annualized basis.~~

~~If the Contractor fails to meet one or more of the standards on an annualized basis, the Contractor, in lieu of actual damages, will pay MDH as fixed, agreed, and liquidated damages the amount of .10% of the invoice amounts for the previous Contract Year. In this way, the credit amount is capped at 0.5% of the invoice amounts for the Contract Year. The credit amount shall be a deduction from the ensuing month's charges or the final invoice, as appropriate. The Offeror should respond using the format listed in the first chart in Section 2.6.7.~~

~~There are 12 additional service level credits as set forth in the second chart in Section 2.6.7. These amounts are cumulative for each missed service requirement in the second chart and with the amounts calculated from the first chart in Section 2.6.7.~~

Root Cause Analysis

If the same SLA measurement yields an SLA credit more than once, the Contractor shall conduct a root cause analysis. Such root cause analysis shall be provided within 30 days of the second breach, and every breach thereafter.

Service Level Measurements Table (System performance)

~~The Contractor shall comply with the service level measurements in the following tables:~~

~~Chart 1 Outcome measures~~

No.	Outcome Based Standard	Measurement	Experience with this measure	~~Credit~~
1	Follow-up Appointment After Behavioral Health Hospitalization, including inpatient psychiatric hospitals and SUD IMD admissions.	This measure will be performed with the ASO's mental health and SUD data and reported quarterly. Two items will be measured: follow-up appointment kept after hospitalization within 7 and 30 days. ~~SUD residential shall be reported separately.~~ **Goal**: To decrease the length of time between hospital discharge and the first outpatient appointment.	Offerors must still include public information of their experience with these measures	~~.10% of the invoice amounts for the previous Contract Year.~~
2	Mental Health Readmission Rate.	This measure will be performed with the ASO's mental health data and reported quarterly. This will include all Maryland inpatient providers. **Goal**: To reduce mental health readmission rates.		~~.10% of the invoice amounts for the previous Contract Year.~~
3	Engagement of Individuals Newly Diagnosed with Substance Use Disorders or Mental Health Disorders.	This measure will be performed with the ASO's behavioral health data and reported quarterly. This measure will be performed for individuals with a new disagnosis of: Schizophrenia (First Episode Psychosis); Major Depressive Disorder; Opioid Use Disorder; or Alcohol Use Disorder. **Goal**: To positively impact engagement with SUD and MH services for those individuals newly diagnosed with an SUD or MH disorder. Early intervention, regardless of age, for individuals to assist them with leading healthy and productive lives.		~~.10% of the invoice amounts for the previous Contract Year.~~
4	Consumers Newly Diagnosed with Schizophrenia and Antipsychotic Medication Adherence.	This quality measure will report on the consumers that have a new diagnosis of schizophrenia and who are prescribed antipsychotic medication(s). **Goal**: To positively impact medication adherence.		~~.10% of the invoice amounts for the previous Contract Year.~~

No.	Outcome Based Standard	Measurement	Experience with this measure	~~Credit~~
	*Newly is defined as no claim with a diagnosis of schizophrenia for at least 6 months.			
5	Adherence of Antidepressant Medication Use for Consumers Diagnosed with Major Depression from Inpatient Hospitalization.	This quality measure will report on consumers diagnosed with Major Depression, and adherence to prescribed antidepressant medication(s). **Goal**: To positively impact medication adherence.		~~.10% of the invoice amounts for the previous contract Year.~~

Chart 2 System measures

No.	Service Requirement	Measurement	Service Level Agreement	SLA Credit
1	2.3.5.1 (Call Center)~~2.3.4.1.J~~	Operate a toll free call center that providers and participants can access 8am to 6pm during which time:~~.~~ 90% of Member Calls answered live within ~~3 rings and~~ 30 ~~15~~ seconds and 100% Member Calls answered live within 60 seconds. 90% of Provider calls answered live within 60 seconds and 100% Provider calls answered live within 90 seconds.~~.~~ ~~Answering machines, recorded messages and busy signals not permitted.~~ Call pick up system shall have less than ~~3~~4% abandonment rate. ~~and hold time less than 2 minutes.~~ If a call is abandoned at any point, it is reflected only under the abandoned call measure.	95%	0.5% of monthly invoice

No.	Service Requirement	Measurement	Service Level Agreement	SLA Credit
2	Inpatient authorization requests 2.3.4.1.K	The Contractor shall process inpatient authorization requests 24 hours per day, 7 days per week in a manner acceptable to the Department.	100%	0.5% of monthly invoice
3	Non-Medicaid Application processing 2.3.2.1.B	For Non-Medicaid providers, process the registration application of any BHA licensed, certified, or approved provider, within twenty (20) calendar days of receipt of the completed registration application; validate that the provider meets the appropriate qualifications and assurances for the type of service applied for prior to authorizing services.	100%	0.5% of monthly invoice
4	Grievances/ appeals 2.3.5.2	Maintain sufficient staff trained to investigate all grievances within the following time frames: Urgent, clinical issues: within 24 hours of receipt or by the close of the next business day; Non-urgent clinical issues: within 5 days of receipt; Non-clinical issues: within 30 days of receipt.	99.5%	0.5% of monthly invoice
5	Staffing 3.10	The Contractor shall maintain staffing levels of the proposed staffing plan set forth in the proposal. Key positions must be filled with priority. If the Contract necessitates reduced staff levels, the Contractor may request a modified staffing plan for Departmental approval.	90%	0.5% of monthly invoice
6	Claims 2.3.9.N.18	Process 100 percent of clean electronic claims within 14 calendar days of receipt.	100%	0.5% of monthly invoice
7	Claims 2.3.9.N.16	Within five working days of receipt of an electronic 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; and	100%	0.125% of monthly invoice
8	Claims 2.3.9.N.17	Receive and utilize the eligibility decision date in the adjudication of claims for retroactively- eligible participants so that a claim meets the timely filing limits if the claim is submitted within 12 months of the decision date or notice of eligibility.	100%	0.125% of monthly invoice

No.	Service Requirement	Measurement	Service Level Agreement	SLA Credit
9	Claims 2.3.9.N.23	Electronically submit paid claims to MMIS within s**e**ven working days of the date the claim was paid by the Contractor.	100%	0.125% of monthly invoice
10	Claims 2.3.9.N.26	Provide all safeguards to prohibit unnecessary and inappropriate submission of duplicate claims, e.g., each submission instantaneously becomes part of a participant's payment history;	100%	.125% of monthly invoice
11	Claims 2.3.9.N.26	Electronically retrieve and process weekly payment advice file from Department and report any differences within 5 business days from the time the 835 file is made available. The ASO is responsible for missed FFP match in addition to penalties.	100%	0.5% of monthly invoice
12	2.3.8.1 and 2.3.10.5.C	Receives and incorporates data daily from the MMIS that includes, but is not limited to, MA eligibility files, electronic FFS billing files, claims files. Receives provider file weekly.	100%	0.5% of monthly invoice

2.3.11: Special Projects Practical Guidance

Below is a list of the special projects which are to clarify or further define the practical implementation of these projects for the Contractor to consider. All requirements listed in the RFP apply, but MDH has attempted, when possible, to provide further clarification on what these services look like in the PBHS.

2.3.11.1 Applied Behavioral Analysis (ABA) Benefit for the Children with Autism Spectrum Disorder

In 2017, MDH added the benefit of applied behavioral analysis specific for children diagnosed with an Autism Spectrum Disorder (ASD) in Maryland. This benefit is managed under Medicaid as an EPSDT (Early, Periodic, Screening, Diagnostic, Treatment) benefit which applies to individuals under the age of 21.

Practical Implementation

In essence, this project is a miniature of the broader ASO Contract but specific to the Autism population served by Medicaid only dollars. The overall population array is the same (consumers eligible) but with a specific type of service. The staffing required for this initiative mirrors to scale the larger ASO BH benefit.

2.3.11.2 Maryland's Commitment to Veterans (MCV)

Below, the wording around this service has been updated to clarify the actual deliverables.

The Contractor shall:

A. Collect information on veteran status and report on the total number of veterans served by jurisdiction (county) and basic demographics, including funds spent on services by jurisdiction.

Provide a monthly report that includes veteran name and contact information and a separate report with the names and contact information of providers working with veterans.

Disseminate MCV updates and veteran training opportunities to providers. Educate staff about MCV and work with MCV to develop a system of warm hand offs of veteran or family member to MCV or provider as needed.

Practical Implementation

This is an established workflow that needs to be replicated in the new Contract. This information can be collected as part of the regular workflow when registering clients to receive services through the PBHS.

2.3.11.3 Outcomes Data Capture and Analysis

Practical Implementation

In light of the Department's most recent discussions with stakeholders in reference to Mental Health Parity and Addiction Equity Act (MHPAEA), there will be changes to the existing outcomes data capture system. MDH is committed to working collaboratively with the Contractor to implement the newly designed system to produce an efficient, effective, and robust system. MDH plans to use a tool with satisfactory psychometric properties that could be used for treatment monitoring and evaluation, with a major emphasis on simplifying the workflow to reduce administrative burden, gathering data in a format that providers can import into their EHRs, pre-populating applicable data elements in the concurrent workflow, and granting providers access to client level data reports. The Contractor will be expected to assist in identifying and implementing strategies to maximize data submission rates and data utilization. The outcomes datamart must have the capability to present data analysis and reports at the client level and aggregated statewide, jurisdiction, and provider level.

2.3.11.4 Division of Rehabilitation Services (DORS) System Integration

Practical Implementation

This is an established workflow that needs to be replicated in the new Contract. At a high level, the three major tasks are as follows:

1) The Contractor will collect DORS specific data elements.
2) DORS specific data, registration data, and data collected within the supported employment authorization workflow need to be extracted to pre-populate a pre-defined application form with the capability to print in the defined format.
3) Guest Read-only access for approximately 75 identified DORS counselors needs to be established in the Contractor's authorization system to access all MH services, with no access to SUD services related information. See C and I for additional details.

2.3.11.5 Maryland Ticket to Work (TTW)

Practical Implementation

This is a defined protocol as described in the above section. At a high level, this system is intended to track individuals receiving TTW as they move through the PBHS as defined in this section. The Contractor will collect the data elements required as part of the specified MH services workflow as well as outside the authorization request workflow to accommodate data collection whenever an individual gains employment. The data collected outside the authorization request workflow needs to be updated in the most recent MH specific service authorization. The UI files will be pushed to the Contractor by the Department.

2.3.11.6 Data Link

Practical Implementation

This is an established workflow that needs to be replicated in the new Contract. It applies only to MH data, not SUD. The ASO will receive daily data feeds from DPSCS of individuals detained in the last 24-hour period. The ASO will check these

individuals against MH service utilization data. If an individual is listed as having received services within the calendar year, defined data elements are shared with the LBHA and DPSCS/local detention centers to assist with coordination of care.

2.3.11.7 Emergency Psychiatric Care for Adults (Institutes for Mental Disease (IMD))

Practical Implementation

MDH is awaiting final word from CMS on an expansion to the 1115 waiver. This is a relatively small program that services those with high intensity needs for SUD diagnosis (if waiver approved) with co-occurring mental health diagnosis. Additionally, State funds may be available to those who meet MNC for psychiatric IMD admission. The ASO would manage these services – authorize, evaluate MNC, and pay claims. There are a limited number of providers.

2.3.11.8 Medicaid 1915(i) SPA for Children, Youth, and Families

Practical Implementation

The ASO is a full partner with MDH in working with providers, stakeholders and the children's team to ensure access to this essential service. The current utilization rate is low, but Medicaid is submitting for the 1915(i) renewal this Spring and working towards expanding the MNC. The details in this section accurately reflect the requirements.

2.3.11.9 Health Home

Practical Implementation

Currently this project is managed under Medicaid using a system (eMedicaid) that is not tying service to payment. The ASO will develop, within its existing build for the PBHS a specialty code or provider type identifier that will remedy this problem. Not to be confused with home health – the Health Home program is used on a limited basis in Maryland, but with the support of the ASO, we hope to expand information and utilization of this valuable service. The audit process the Department has to perform will be better managed under the ASO with the authorization, service entry, and claims payment occurring within one system. Specifications are already developed under eMedicaid and will be shared with the ASO and the workflow will be developed during the planning/implementation period prior to Go-Live.

2.3.11.10 Maryland RecoveryNet

Practical Implementation

This is an established workflow that needs to be replicated in the new Contract. Maryland RecoveryNet (MDRN) funds recovery support services for individuals with substance use / co-occurring substance use and mental health disorders who meet MDRN eligibility criteria. All MDRN service recipients receive care coordination through which they can access a menu of services to include recovery housing and other unmet needs as expressed by the individual and/or identified by the care coordinator. Since this is not a clinical service, minimal data elements are collected as part of this workflow. Providers request the authorization in the Contractor's system and the Regional Area Coordinators (RAC) that are BHA staff, authorize the requests, with the RAC's access to information limited to only MDRN services in the Contractor's care management system. There is a lifetime benefit for the individuals receiving MDRN services and this must be tracked by the Contractor and available to the RACs and care coordinators at the time of authorization and also as monthly reports.

2.3.11.11 Pre-Admission Screening and Resident Review (PASRR)

Practical Implementation

This requirement listed under this project are accurate.

2.3.11.12 Problem Gambling (Non-Medicaid only)

Practical Implementation

This is an established and effective workflow that needs to be replicated in the new Contract.

2.3.11.13 Daily Living Activities (DLA)-20

Practical Implementation

This is an established workflow that needs to be replicated in the new Contract. The DLA-20 Datamart must have the capability to present data analysis and reports at the client level and aggregated statewide, jurisdiction, and provider level.

2.3.11.14 Brain Injury Waiver

Practical Implementation

This is an established workflow that needs to be replicated in the new Contract. This is a 1915c Medicaid Home and Community Based Services waiver administered by BHA. Provider, consumer eligibility, available services, and claims payment criteria differ from services within the PBHS; however, the system developed for the PBHS shall be used for this program with program specific criteria applied to ensure usability. COMAR regulations governing this program are 10.09.46.

This section also includes:

Brain Injury Trust Fund

A Brain Injury Trust fund was created via legislation in 2013 and established under HG § 13–21A–02(i). This program has not been funded and is not currently in operation. Funding has been identified and is anticipated to be available by FY 2020 to pay for services for Marylanders with brain injury who have low income and who do not meet eligibility for the brain injury waiver.

Practical implementation is the ASO will manage these funds and, in collaboration with BHA, develop a workflow to incorporate this project. At this time it is not operational but focus is primarily setting up an system that can be responsible for the payments to BI consumers when approved by the Department.

2.3.11.15 Release of Information (ROI) Process

Practical Implementation

This is an established workflow that needs to be replicated in the new Contract. The Contractor's authorization system must be designed to capture the ROI consent of individuals from the providers and report on the consent status. The provider is required to file the original consent form in the individual's medical records for audit review.

ADDENDUM #3 ACKNOWLEDGEMENT OF RECEIPT FORM

I acknowledge receipt of Addendum #3 to MDH RFP OPASS #20-18319 "**Administrative Service Organization (ASO) for Maryland Public Behavioral Health Systems**" dated January 18, 2019.

_____
Vendor's Name

_____
Authorized Signatory – (Print/Type)

_____
Signature

_____
Date

To be submitted with Offeror's proposal response.