Livanta LLC
Questions regarding MDH OPASS 19-8247
Independent Review Organization for Medical Necessity Review

**Question 1: Section 2.2.1**
Does the State have a list of case types (physician specialties) that have been reviewed in the last 2 years so that offerors can match them to their existing physician panels? **The Department does not have this information.**

**Question 2: Section 2.2.1, Table**
What is the number of cases by provider? If you cannot provide this level of detailed because of confidentiality, please provide the distribution of cases among providers, e.g., 1 case – 2 providers, 10 cases-15 providers, and so forth). **The Department does not have this information.**

**Question 3: Section 2.2.1, Table**
What is the number of cases by MCO? If you cannot provide this level of detailed because of confidentiality, please provide the distribution of cases among MCOs, e.g., 1 case – 2 MCOs, 10 cases-15 3 MCOs, and so forth). **Case distribution for FY 2018 – MCO 1: 0; MCO 2: 202; MCO 3: 93; MCO 4: 0; MCO 5: 93; MCO 6: 6; MCO 7: 556; MCO 8: 45; MCO 9 – 8.**

**Question 4: Section 2.2.1, Table**

Please provide the history of the number of cases where the IRO agreed with the provider versus agreed with the MCO. **For the first quarter of FY 2019, 79 cases were decided in favor of the provider and 100 cases were in favor of the MCO. For FY 2018, 385 cases were in the provider's favor and 617 were in the MCO's favor.**

**Question 5: Section 2.2.1, Table**
Since the review of EMTALA cases is the purview of the Medicare Beneficiary and Family Centered Care Quality Improvement Organizations (BFCC-QIO), can you please elaborate on the types of issues will need to be reviewed in the EMTALA cases listed in the RFP? **The Contractor will review cases in which a determination needs to be made regarding whether it was reasonable for a prudent lay-person to present for treatment in the Emergency Room setting.**

**Question 6: Section 2.3.2**

Will only the MCOs be submitting the cases that have been appealed by providers through the portal? If not, please elaborate on what specifically the providers would submit through the portal. **The provider or its agent submits the case review request, along with the final determination letter after exhausting the MCO's appeals process (Section 2.3.2E, page 5). The MCO then submits the case record, including medical records, to the Contractor to perform the independent review. The IRO reviewer should not review any documentation from the Provider other than the request.**

**Question 7: Section 2.3.2**
Not all decisions may be codified in an MCG or InterQual guideline since these are screening criteria. Can peer review physician judgement be used if there is no specific MCG or InterQual guideline or specific

(on point) clinical evidence reference? **Yes. The Contractor must include the citations for medical justification.**

**Question 8: Section 3.3.2**
This section states that "If the contractor decides the case inappropriate[ly]…or resolves matter(s) not at issue in the review…" Does this statement mean that if the contractor decides a case on the right issue but ALSO addresses a different issue, the contractor will not be paid, or does the nonpayment apply if only a wrong issue was decided? **The Contractor is expected to respond to the issue in question. No other issues should be addressed. In these rare occurrences, either the MCO or Contractor may reach out to the MDH Contract Monitor to review and redirect either side. If the correct issue still is not addressed, it will result in non-payment.**

**Question 9: Section 3.3.2**
Does the non-payment penalty stem from issues with the current contractor deciding cases on the wrong issue? **No. Non-payment may also result from untimely case review determinations (e.g., review takes longer than 30 days) or if the reviewer has a conflict of interest.**

**Question 10: Section 3.3.2**
If an MCO sends an inappropriate case (e.g., one that is denied for administrative reasons) through the portal can the contractor charge a rejection fee? If no, what accountability does an MCO have to submit the proper cases to the IRO and why should the IRO assume the expense of even reviewing the case only to determine that it should not have been submitted for a second level appeal? **The IRO may not charge a rejection fee for administrative denials. The provider is responsible for submitting case requests and including the final determination letter from the MCO appeals process. The IRO is responsible for reading the letter the provider submits to determine if the issue is administrative. MCOs are required to clearly state whether the denial was administrative or for medical necessity.**

**Question 11: Section 3.3.2**
Can the Agreement between the contractor and the providers and the contractor and the MCO be structured so that the contractor can charge attorney fees if issues of non-payment by a provider or MCO are not resolved successfully by the time frames outlined in COMAR regulations and attorney services are used by the contractor to pursue payment? (We do not see any language in the COMAR regulations prohibiting the recovery of attorney fees.) **The Contractor may submit its draft agreement for the Department's review and approval and include this provision if it determines it is warranted.**

**Question 12: Section 3.6(d)**
Based on the potential size (financial value) of the contract can the State reduce the cyber insurance requirement to $5,000,000 instead of $10,000,000? Recently, other solicitations and contracts by entities that fall under the Department of Health (e.g., DDA, HSCRC) have established the insurance at the level of $5,000,000 and these contracts require handling significantly higher volumes of protected health information and personally identifiable information than a contract awarded from this solicitation. **The Department will reduce the cyber insurance requirement to $5,000,000 via Addendum #4.**

**Question 13: Section 3.7**
Are all of the comprehensive system security requirements contained in the RFP the same that have been required in the incumbent contract? **No, the system security requirements are recent requirements mandated by the State of Maryland.**

**Question 14: Section 3.10.2**
Do physicians need to be actively practicing medicine in order to perform as peer reviewers on this contract? **No. They do have to have an active U.S. medical license in good standing and have recent and relevant experience from practice.**

Does the State envision that the Contract Medical Director will perform peer review functions? **Yes, the IRO's Medical Director should provide peer review for the IRO's physicians performing the reviews.**

**Question 15: Section 2.2.1**
Must the IRO discuss the contents of the MCO denial decision, or is the IRO review a "de novo" review that need not discuss the contents of the MCO denial decision? In other words, should a decision reversing the MCO on medical necessity discuss why the MCO was incorrect, or should the decision simply state why there is medical necessity? **The IRO decision should be a "de novo" review that clearly addresses the medical necessity issue cited by the MCO. The decision should state why the service or care at the level provider was or was not medically necessary and provide appropriate evidence to support the decision.**

**Question 16: Section 2.3.2.I**
May the IRO contact the provider and/or the MCO and/or the Maryland State point of contact to clarify the issue on a case? **The IRO should contact the MDH Contract Monitor.**

**Question 17: Section 3.3.2.**
If the answer to the preceding question is yes, must the contact be documented by email or a report of contact and shared with all parties, including the Maryland State point of contact? **Before escalating an issue, contact the MDH Contract Monitor via email or schedule a meeting/conference call to discuss.**

**Question 18: Section 3.3.2**
If the State decides that the IRO decided a case inappropriately, may the IRO review the case a second time with the clarified issue, render a reopened decision, and get paid for that second review? **The IRO will not be paid for the second review, as the IRO should seek guidance before rendering a decision if clarification of an issue is needed.**

**Question 19: Section 2.3.2.B and Appendix 3**
Does Appendix 3 apply equally to providers and MCOs? That is, should both providers and MCOs sign such agreements? If yes, should the agreement be called a Case Review Agreement instead of a Provider Agreement? **Yes. The provider agreement and the MCO agreement will be standard, and each will have terms unique to its participation. The agreement the provider signs and the MCOs sign will be in force for the duration of the Contract.**

**Question 20: Appendix 1.L**

Who is the incumbent and what is the current price per case? **The incumbent is Maximus Federal Services, and the current case rate is $425.**