



Western Maryland - Skilled Nursing Facility Services

Pre-Proposal Conference BPM031344

Dennis R. Schrader, Secretary
Maryland Department of Health

September 6, 2022

Overview

- Currently, MDH houses a skilled nursing facility program at the Western Maryland Hospital Center
- MDH is seeking to transfer this program out of WMHC to a community provider's facility to gain operational and cost efficiencies.
- The community provider will provide a broad range of comprehensive care services and also be responsible for all administrative, management, and support services necessary to run the program efficiently and effectively.

Minimum Qualifications

(RFP §1)

1. Offeror should have 3 years of experience in providing skilling nursing services.
2. Offeror shall be licensed by the Office of Health Care Quality as a skilled nursing facility under COMAR 10.07.02 - Nursing Homes.
3. Facility proposed must be located in either Allegany, Frederick, Garrett, or Washington County.
4. Offeror shall have a minimum of 10 beds available in each facility it proposes.
5. Offeror shall have the number of beds awarded available for admissions in accordance with the Offeror's proposed transition plan.
6. Offeror shall accept residents at the direction of MDH, which may include uninsured and/or undocumented individuals.

Minimum Qualifications

(RFP §1)

7. Offeror shall provide an itemization of all jurisdictions in which it operates a skilled nursing facility together with licensing information.
8. Offeror shall agree to have MD request all deficiency reporting and plan(s) of correction or the equivalent for the previous three (3) years from each jurisdiction in which it operates a skilled nursing facility.
9. Offeror shall submit its rating under the CMS Five-Star Quality Rating System, including the rating for health inspection, staffing, and quality measures.
10. Offeror shall be Medicaid and Medicare certified.
11. Offeror shall provide information as to the security controls of its data.
12. Offeror shall be in Good Standing with the State.

Scope of Work

(RFP §§2.1 & 2.2)

- MDH will award contracts to multiple Offerors as prime contractors who will each be responsible for the complete oversight and management of all the components of the comprehensive care services required.
- MDH is seeking to award a total of 36 beds to community-based providers with bed capacity that is currently available.
- MDH is the “provider of last resort” and admits residents when no other provider is willing to admit the resident.
- The resident population may include both uninsured and undocumented residents.

Scope of Work

(RFP §2.3)

- Contractor and the proposed facility shall manage and operate the program and comply with all applicable federal, State, and local governing laws, regulations, standards, ordinances, codes, and licensing requirements to operate a skilled nursing facility.
- MDH shall be provided unlimited access to the physical location and all documentation relating to the Program, including but not limited to medical records, administrative data, and financial data.
- Contractor shall provide the program planning, direction, coordination, and control necessary to accomplish all requirements contained in the RFP.
- Contractor shall be responsible for the performance of all subcontractors.
- Contractor shall identify 2 individuals to be the primary points of contact for MDH.



Scope of Work

(RFP §2.3)

- Contractor shall provide an elevated staffing ratio:
 - There shall always be a minimum of 1 RN assigned to the unit at all times
 - Day Shift (e.g., 7:00am-7:00pm)
 - Resident to RN/LPN Ratio: 9 residents to 1 RN/LPN
 - Resident to CNA/GNA Ratio: 7 residents to 1 CNA/GNA
 - Night Shift (e.g., 7:00pm-7:00am)
 - Resident to RN/LPN Ratio: 18 residents to 1 RN/LPN
 - Resident to CNA/GNA Ratio: 8 residents to 1 CNA/GNA
- All CNAs assigned to the unit shall be certified as GNAs within 1 year of employment or within 1 year of contract award.

Scope of Work

(RFP §2.3)

- Contractor shall provide residents with access to the following rehabilitative services:
 - Occupational Therapy
 - Physical Therapy
 - Therapeutic Recreation
 - Speech Language Pathology
 - Respiratory Therapy
- Contractor shall provide Laboratory Services, including but not limited to, pathology and phlebotomy services, to residents.

Scope of Work

(RFP §2.3)

- Contractor shall provide residents access to the following:
 - telephone services, wireless internet, and cable television;
 - dietary services that conform to residents' religious dietary restrictions, including but not limited to, kosher diets and fasting;
 - psychiatric and behavioral care;
 - onsite laundry services for residents' personal laundry;
 - banking services;
 - a mechanism to purchase items of a resident's choosing;
 - spiritual services that ensure appropriate and equal services for all faiths; and
 - beauty and barber services

Uninsured Residents' Third-Party Costs of Care

(RFP §2.3.4.3)

- If an uninsured resident requires medical care offsite that cannot be provided by the Contractor, the Contractor shall contact MDH for approval.
- If offsite care is approved by MDH, the Contractor shall be responsible for coordinating the care required.
- Contractor must advise all third-party providers that MDH will pay only the Medicaid approved rate for any procedure, diagnostic, consult, or any other third-party costs.
- Contractor shall forward all invoices received to the State for charges incurred.
- Contractor will act as a liaison between MDH and third-party providers.

Contractor Reimbursement and Payment

(RFP §2.3.5)

- Onsite Cost of Care:
 - *Insured Residents:* The Contractor shall be responsible for the billing and collection for services rendered to all insured Program Residents. Contractor assumes all collection risk for private pay billings. Any denial of payments by third-party payers will be at the expense of the Contractor. The State shall not be responsible for the Cost of Care of any insured resident.
 - *Uninsured Residents:* The Contractor shall determine whether a resident and/or chargeable person has the ability to pay for the resident's daily cost of care. The Contractor shall invoice the State for the onsite Cost of Care services rendered to uninsured residents at current approved Medicaid rates. The State's invoice shall reflect any costs that are the responsibility of the resident and/or chargeable person. Within 1 week of a resident's admission, the Contractor will provide MDH with a monthly estimated cost of care.

Contractor Reimbursement and Payment

(RFP §2.3.5)

- Program Administration Fee:
 - The Contract will set standards that require spending levels higher than what Medicare or Medicaid consider reimbursable. These standards ensure the maintenance of the State's investment in the Program, enable the Contractor to provide services that address the unique needs of the residents, and provide a higher standard of care.
 - The Contractor shall propose a **Program Administration Fee** which shall be reimbursable by MDH and is an amount that is above and beyond the daily Cost of Care for each resident.

Contractor Reimbursement and Payment

(RFP §2.3.5)

- Bed Hold Fee:
 - The Contractor shall hold contracted beds regardless as to whether MDH admits residents.
 - *Leave of Absence:*
 - If a resident is on an approved leave of absence the Contractor shall hold a bed for the resident until the resident returns to the facility or is discharged from the Program, whichever occurs first.
 - The Contractor shall be responsible for contacting MDH to confirm that the leave of absence is approved
 - For **Insured Residents** the Contractor shall be responsible for the billing and collection of any costs eligible for reimbursement through third-party payers
 - For **Uninsured Residents** the State shall reimburse at the Medicaid leave of absence rate up to the permitted number of days that Medicaid would reimburse for a leave of absence.

Contractor Reimbursement and Payment

(RFP §2.3.5)

- Bed Hold Fee:
 - *Bed Vacancy:*
 - If a bed is vacant due to no resident admission from the State, the Contractor shall hold that bed for future resident admissions.
 - The State shall reimburse the Contractor the Program Administration Fee for each day the bed remains vacant.

Financial Proposal

(RFP §5.4)

- Offerors shall submit their Financial Proposals using the Excel spreadsheet referenced in **Attachment B**.
- [Financial Proposal Form](#)

Current MDH Staffing Proposal

(RFP §2.3.7)

- MDH is requesting that an Offeror present an employment proposal for any current WMHC employees that wish to transition with the program.
- If an Offeror is willing to transition WMHC employees to its facility, the Offeror will be ranked higher in the technical evaluation.
- The elements of the employment proposal (e.g., salary, vacation, benefits, etc.) will not be considered in the technical evaluation, but provides a mechanism for MDH to provide opportunities for employees.

Transition Plan

(RFP §3.1)

- The Contractor shall submit a Transition Plan as part of its technical proposal.
- The Transition Plan shall at minimum discuss the Contractor's process, details, schedule, staffing, and impact on residents for providing an orderly transition of the program to the Contractor's facility.
- The Transition Plan shall identify any potential barriers to transition and shall include proposed methodologies to overcome said barriers.
- The Transition Plan shall include milestones and measurable commitments.
- The Transition Plan shall assume that residents will begin transitioning no later than January 1, 2023
- The Contractor shall establish a Transition Team to ensure continuity of services to the residents during the transition period.

Site Visit

(RFP §4)

- Evaluation:
 - MDH will require onsite visits to all facilities proposed by Offerors.
 - Offerors shall be prepared to make themselves available at the convenience of the MDH evaluation committee.