



DEPARTMENT OF HEALTH

Larry Hogan, Governor · Boyd K. Rutherford, Lt. Governor · Dennis R. Schrader, Secretary

Office of Contract Management and Procurement

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VIA EMAIL TRANSMISSION

Addendum 5
Issued: August 5, 2021
REQUEST FOR PROPOSALS
FINANCIAL MANAGEMENT AND COUNSELING SERVICES
(FMCS) OPASS 21-19022
eMMA# BPM024445

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

Note: underlined text has been added and strikethrough text has been removed

KEY INFORMATION SUMMARY SHEET

The following paragraph in this subsection shall now read:

Contract Monitors:

Kristina Hall ~~Natoya Mitchell~~
Developmental Disabilities Administration
~~Natoya.mitchell@maryland.gov~~
Kristina.hall@maryland.gov

Shawn Zimmerman ~~Marlana R. Hutchinson~~

Office of Long Term Services and Supports
Marlana.hutchinson@maryland.gov
Shawn.zimmerman@maryland.gov

Subsection 2.1.1

The following paragraphs in this subsection shall now read:

2.1.1 The Maryland Department of Health's (MDH) Developmental Disabilities Administration (DDA) and the Office of Long-Term Services and Support (OLTSS) are issuing this Request for Proposals (RFP) to provide the establishment and implementation of a statewide contract for Financial Management and Counseling Services to include billing and claims, Electronic Visit Verification (EVV) per the federal Centers for Medicare Services and Medicaid (CMS) requirements for Personal Support Services, and consulting and training for individuals self-directing their services. Counseling Services will only be provided under the Community First Choice (CFC) and Community Personal Assistance Services (CPAS) programs only. Counseling Services will not be provided under the DDA's programs including Family Supports, Community Supports, and Community Pathways Waivers. The most complete general information about the programs that will have Self Directed Services (SDS) options and therefore require Financial Management Services and Counseling Services can be located here:

<http://dda.health.maryland.gov/Pages/community%20pathways.aspx>

<https://mmcp.health.maryland.gov/longtermcare/Pages/Community-First-Choice.aspx>

Subsection 2.2.1

The following paragraphs in this subsection shall now read:

2.2.1 The Developmental Disabilities Administration and the Office of Long-Term Services and Support, divisions of the Maryland Department of Health, are issuing this solicitation to obtain multiple Contractors to provide both the Financial Management and Counseling Services (FMCS) required for Self-Directed Services. Counseling Services will only be provided under the Community First Choice (CFC) and Community Personal Assistance Services (CPAS) programs ~~only~~. Counseling Services will not be provided under the DDA's programs including Family Supports, Community Supports, and Community Pathways Waivers. The Contractors will be designated as an Organized Health Care Delivery System (OHCDS). As an OHCDS, the Contractors may subcontract with Medicaid and Non-Medicaid Providers to support program Participants to receive services approved in their Person-Centered Plan (PCP)/Plan of Service (POS) and budget in the manner which best suits their needs.

Participants will be able to hire, fire, and supervise their chosen employee Provider(s) as the sole employer. They will also be able to hire a vendor or community agency. DDA and OLTSS case managers will share information regarding FMCS providers available. Participants will select their chosen FMCS Provider which will be noted in the LTSSMaryland by the case worker. FMCS Provider services will be subject to federal and State tax employment withholdings for participant's employees, which are classified as domestic workers working for household employers, as well as quality assurance measures to protect the Individual's

health, safety, welfare and prevent fraud; therefore, the Department is seeking the services of multiple (minimum of two and a maximum of 10 awards) Contractors that can fulfill two (2) simultaneous and synergistic activities to include the following:

a. **Financial Management Services:** The Contractor shall provide the following Financial Management Services (FMS): (1) managing employment taxes and insurance; (2) managing payroll processing; (3) tracking and reporting of Individual/Participant budget balances and expenditures; (4) processing of invoices for goods and services; and (5) for CFC) and Community Personal Assistance Services (CPAS) programs only, the preauthorization of services on the POS.

b. **Counseling Services:** Counseling Services will only be provided under the Community First Choice (CFC) and Community Personal Assistance Services (CPAS) programs ~~only~~. The Contractor shall provide the following Counseling Services: (1) aiding prospective and enrolled Participants to develop a personalized budget based on his or her PCP/POS; (2) offering assistance with recruiting, hiring, managing, and dismissing employees, and (3) training Individuals, their designated representative, authorized representatives, and direct service workers.

Subsection 2.2.3

The following paragraphs in this subsection shall now read:

2.2.3 The Contractor shall provide Financial Management and Counseling Services (for CFC and CPAS programs only) to include payroll services on an as needed basis. The DDA and OLTSS estimates, but do not guarantee, that financial management and payroll services may be needed for approximately 1,500 Participants or guardian/legal representatives participating in SDS. The DDA and OLTSS anticipate the estimate to grow by 10% annually. FMS assists the Participant or guardian/legal representative to:

- a. Manage and direct the disbursement of funds contained in the Participant-directed budget;
- b. Facilitate the employment of staff by the Participant or authorized representative, by performing as the Participant's agent such employer responsibilities as verifying Provider qualifications, processing payroll, withholding Federal, State, and local tax, making tax payments to appropriate tax authorities; and
- c. Perform fiscal accounting and make expenditure reports to the Participant or authorized representative and State authorities.

Subsection 2.3.2.1.b

The following paragraph in this subsection shall now read:

27) Document and report the relationship between the participant, Support Broker (if applicable), and any paid provider. ~~in the following categories:~~

Subsection 2.3.2.1.c

The following paragraphs in this subsection shall now read:

~~23~~) Ensuring compliance with federal, State and local tax, federal, state and local labor, and State workers' compensation insurance laws including updating forms and procedures as necessary.

~~34~~) Cooperate with appeal hearings in response to any appeal filed by a Participant regarding any action taken by MDH, its representatives or federal officials.

~~4~~5) Provide additional information upon request from the local, State or federal representatives. Information requests may stem from, but not be limited to, unusual or unexpected circumstances related to an enrolled Individual/Participant.

~~5~~6) Participate in required weekly calls with the State and be present for stakeholder meetings (in person or by phone), when invited.

Subsection 2.3.2.1.d Customer Service System

The following paragraphs in this subsection shall now read:

The Contractor shall establish prior to the Go-Live Date and maintain operation through the duration of the contract a customer service system that effectively serves Participants, representative-employers, qualified direct care Workers of the Participants, directed goods and services and traditional case managers (Coordinators of Community Services and Supports Planners) as applicable, and Support Brokers in an efficient manner.

The system shall provide and maintain a toll-free number to be given to the Participants in the Enrollment Packets, as well as be available to Participants for Counseling Services (only available to CFC and CPAS participants).

3) Must coordinate and communicate with the Support Broker and traditional case management (Coordinators of Community Services and Supports Planners) ~~/CCS-~~ in all possible methods of communication such as email, phone, face-to-face meetings, webinars, etc. based on the Participants need or request.

Subsection 2.3.2.1.e

The following paragraphs in this subsection shall now read:

5) Directly purchase Vendor products or services approved on the PCP/POS and authorized by the counselor, Participant, Support Broker or authorized representative and provide invoices within three (3) business days for the purchases to the Department. Examples of these purchases include but are not limited to assistive technology, items that substitute for human assistance, and transition services, ~~personal emergency response systems (PERS), and environmental modifications.~~

Subsection 2.3.2.1.e.9)e

The following paragraphs in this subsection shall now read:

e) Payments to ineligible employees, vendors, or providers.

Subsection 2.3.2.1.g

The following paragraph in this subsection shall now read:

~~e~~d) An Individual/Participant contact information form, including emergency Contact information to be filled out by the Individual/Participant.

~~f~~e) Federal and State forms that the Individual/Participant must complete, including:

- 1) IRS Form SS-4, 2678, and, if necessary, 8821;
- 2) Service agreement forms;
- 3) Other applicable consent and agreement forms;
- 4) Worker's Compensation Insurance Coverage (e.g. description of coverage, how to file claims);
- 5) Payment schedule;
- 6) Timesheet submittal information;
- 7) Rate sheet; and
- 8) Instruction and Sample Payroll Report.

Subsection 2.3.2.1.g

The following paragraph in this subsection shall now read:

6) The Contractor shall complete the Participant enrollment within five (5) Business Days after receiving notice from LTSSMaryland, the Contract Monitors or their designee that the Participant is approved to participate in self-directed services. The Contractor shall notify the Individual/Participant if any paperwork is missing or incomplete. If the Individual/Participant is required to submit additional/corrected information, the Contractor must process this information within two (2) Business Days from the date of receipt of the new paperwork. Ideally, the new information should be processed immediately upon receipt. The Contractor must report to the Contract Monitors any Participant enrollment taking more than five (5) Business Days and shall specify the reason why the enrollment is taking longer than five (5) Business Days.

Subsection 2.3.2.2

The following paragraph in this subsection shall now read:

c. Within forty (40) Business Days of the project launch meeting, the Contractor shall contact each Program Individual/Participant, identify itself as the new Program Contractor, and explain that it will become the Program Individual's/Participant's new FMS and Counseling Service (applicable for CFC and CPAS programs only) Provider. During this period, it shall be the Contractor's responsibility to provide for the following:

- 1) Assign and identify a counselor to each Program Individual/Participant;

Subsection 2.3.3 Training

The following paragraph in this subsection shall now read:

b. The primary trainer representing the Contractor will work with the Contract Monitors to develop and finalize the training program in preparation for full staff training and should be finalized and approved by the Contract Monitors ten (10) Business Days prior to the Go-Live date. The training program upon approval of the Contract Monitors will be objective-based.

c. For CFC and CPAS Programs Only - Trained counselors are expected to assess an Individual's/Participants (or their representatives) knowledge of each session's learning objective. Prior to the counselor establishing a date the POS may begin for a Participant, each counselor will evaluate the Participant's understanding of each objective and be prepared to formally attest to his or her full understanding of the requirements necessary to perform the role of an employer and abide by programmatic requirements. Results of each training session must be electronically stored. Once finalized, the training program may be modified if approved by the Contract Monitors. Contractor shall also be available by telephone to answer questions and provide additional training to Participants.

de. As of the Go-Live Date, all Contractor and Subcontractor staff are required to have completed the standard DDA Policy on Reportable Incidents (PORII) and OLTSS Reportable Events training. They also must ~~as well as~~ informing the Participants, guardians/legal representative and Support Brokers, as applicable, of the PORII and Reportable Events process. DDA provides PORII training on an ongoing basis via the DDA training calendar on the DDA's website. The Contract Monitor will coordinate with the Contractor as necessary to ensure this training is available.

ed. The Contractor shall develop (based on standards provided by DDA and OLTSS) and distribute a Participant Employer Handbook to all Individuals/Participants (or representatives). The Contractor shall update this handbook as needed. The handbook and any updates must be approved by the Contract Monitors within thirty-five (35) Business Days of the Contract Commencement. Any requested revisions or updates shall be approved by the Contract Monitors prior to distribution and use with the Programs. The Contractor will be responsible for the developing, printing, revision, distribution and replenishing of the handbook in electronic and hardcopy format throughout the Contract.

fe. The Contractor shall submit a proposed Participant Employer Handbook within thirty-five (35) Business Days of the Contract Commencement. Any requested revisions by the Contract Monitor or designee must be resubmitted within ten (10) Business Days of receipt for final approval by the Contract Monitors or designee. The approved Participant Employer Handbook shall be available to the individuals/Participants no later than seventy (70) Business Days after the Contract Commencement Date. The Contractor shall provide the Contract Monitors with one (1) electronic copy of the approved handbook. The handbook shall include at the following minimum information on the Contractor's roles and responsibilities:

- 1) Recruiting workers and the process for hiring employees;
- 2) Managing employees;
- 3) Terminating employees;
- 4) Goods and services;
- 5) Complaints and how to resolve them; and
- 6) Simple instructions on how to complete required documentation, where to find the documents and easy-to-follow samples.

gf. The Contractor must develop Employment Materials and provide them to prospective employees of Individuals/Participants. The Employment Materials shall include, but not be limited to the following:

- 1) Contractor contact information;
- 2) Submission information, instructions, and answers for frequently asked questions;
- 3) A one-page Employment Application (which shall also be available for completion, submission, and revision online);
- 4) Criminal Background Authorization form;
- 5) Payment information (e.g. direct deposit, mailed check), agreements and documents to enroll employee in the Contractor's payroll system; and
- 6) Federal and State forms and instructions including:
 - a) IRS Form W-4, Employee's Withholding Allowance Certificate with instructions and completed example; IRS Notice 797;
 - b) MW-507, Employee's Maryland withholding exemption certificate. This allows the employer to withhold the correct amount of Maryland income tax from the employee's pay.

hg. The Contractor shall submit the proposed Employment Materials within thirty-five (35) business days of the Contract commencement. Any requested revisions by the Contract Monitor or designee must be resubmitted within ten (10) Business Days of receipt for final approval by the Contract Monitors or designee. The approved Employment Materials shall be available to the employees no later than seventy (70) Business Days after the Contract Commencement Date.

ih. The Contractor must process the employee's paperwork within four (4) Business Days and notify the Participant of the employee's hire status. The Contractor is responsible for ensuring the employee meets the qualifications set by the Program before clearing an employee for hire and/or processing payment for the employee on behalf of the Participant.

ji. The Contractor must describe how counselors are trained and how both counselors and the training program are evaluated prior to and during the counselor assuming counseling duties. The Contractor shall accept Self-Direction (or Person-Centered Planning) training & training materials from the Maryland Department of Disabilities (MDOD) or other entity designated by the Department. The training program and any related materials provided to a Medicaid beneficiary must be submitted for approval to the Contract Monitors twenty (20) Business Days prior to the Go-Live Date. Orientation and training of counselors must be open to State representatives. The Contractor is required to keep records of attendance and training materials along with the evaluations. Training's are to occur quarterly and be reported in the monthly

report in which they occur;

Subsection 2.3.4

The following paragraph in this subsection shall now read:

e. The Contractor shall utilize LTSS Maryland to fulfill its functions for DDA, CFC and CPAS Participants.

Subsection 2.3.6.a.5).p)

The following paragraph in this subsection shall now read:

p) Any Vendor payments;

i.) The reports shall ~~have to~~ be done on the basis of the State fiscal year (July 1 to June 30); and

ii.) The reports shall ~~will~~ be submitted with the invoices ~~required by section 2.3.9.a.2.~~

Subsection 2.3.6

The following paragraph in this subsection shall now read:

c. The Contractor will identify trends and patterns of excessive or under billing or unusual circumstances ~~such as the following indicators~~ that must be documented and reported to the Contract Monitors quarterly, following the first full quarter of collected data. The Contractor shall give to the Contract Monitors an indication of what would be considered an over or under the limit or unusual circumstance flag, including but not limited to the following:

- 1) ~~Participant self directing their services;~~
- 2) Approving extensively more hours than allocated;
- 23) High fees to employees, vendors, or providers (based on established quality indicators); and
- 34) Other similar instances and/or situations such as:

a) ~~Indications that the financial benefit to the family is the driving factor, instead of providing quality supports to the Participant.~~

b) ~~Especially when the self-advocate the participant is being~~ more isolated from the community, by the family member(s) serving as staff or the Support Broker.

b) Besides situations like these being abusive and ones of exploitation, they ~~are~~ also constitute Medicaid Fraud, and therefore necessary reporting is required.

e. The Contractor shall develop and distribute an annual Quality Satisfaction Survey that shall be approved by the Contract Monitors ten (10) Business Days prior to the Go-Live Date of the

~~Contract. Distribution of the survey shall be completed upon services rendered to the Participant.~~
The results of the satisfaction survey shall be reported to the Contract Monitors on a quarterly basis following the first full quarter of collected data.

f. The Contractor shall develop and conduct quality review processes as part of their quality plan, including a sample of timesheets for accuracy and timeliness findings. The Contract Monitors reserve the right to change reporting requirements and request reasonable ad-hoc reports.

gf. The Contractor shall participate in ongoing quality management and evaluation activities of Participants and Participants' workers including a readiness review for individuals who choose Self-Directed Services.

hg. The Contract Monitors reserve the right to conduct performance evaluations at any time throughout the year to provide assurance that the federal requirements as set forth in 42 CFR 441.301 and 441.302 are satisfied.

ih. The Contractor shall prepare an Annual Report identifying the activities participated (to include but not limited to payrolls completed, training provided, and surveys conducted) throughout the year due to the Contract Monitor twenty (20) Business Days following the end of the Contract year.

ji. The Contractor is responsible for the following to ensure quality assurance with their services according to the Contract Monitors' best practices. For Reportable Events, determine and understand the scope and applicability of the reporting (abuse, neglect) to the proper authorities such as:

- 1) The police;
- 2) Developmental Disabilities Administration;
- 3) Office of Healthcare Quality (OHCQ) for instances related to COMAR 10.22.02.01;
~~and~~
- 4) Adult Protective Service (APS) for instances related to COMAR 10.07.14.62; and
- 5) Child Protective Services (CPS).

kj. Develop and implement a Quality Assurance Plan and adhere to performance standards review to include program plan of corrections, freeze of new enrollments, terminating contracts based on the severity of the findings of the reviews according to DDA Quality Assurance plan (COMAR 10.22.02.14 A-E), responsible for demonstrating how it complies with the general administrative requirements and standards developed by the State to assure the provision of ongoing service quality according to COMAR 10.22.01.

lk. The Contractor shall be responsible for successfully complying with the general administrative requirements and tasks developed by MDH to assure ongoing service quality for Participants who choose Self-Directed Services in LTSS's DDA Family Supports Waiver, Community Supports, Community Pathways waiver, Community First Choice and Community Personal Assistance Services programs. The Contractor shall participate with the Contract Monitors in several required quality assurance and management activities consistent with the

State's 1915 (k) and 1915 (c) quality management strategies, including but not limited to the following reporting to MDH and quality checks:

- 1) Use of the Reportable Events Module in LTSS-Maryland and PCIS2 Incident Module for DDA programs until established in LTSSMaryland;
- 2) Reporting criminal background checks for Participants and Contractor staff;
- 3) Reporting service utilization (POS, budgets, authorized services, paid claims and unpaid claims);
- 4) Reporting over and underutilization;
- 5) Identification of changes in support needs and ensuring services are being provided in a manner consistent with the POS for CFC and CPAS programs only;
- 6) Reporting and redressing Participant complaints;
- 7) Maintaining and reporting telephone records; and
- 8) Participating in and passing a Fiscal Intermediary and Counseling Services Readiness Review prior to the Contract Go-Live Date. The Contract Monitors will notify the Contractor if the results of the review require a corrective action plan. Based on the results of the Readiness Review, if necessary, the Contractor must develop a written corrective action plan within ten (10) Business Days of notice for approval by the Contract Monitors. The corrective action plan must satisfy any outstanding issues identified during the Readiness Review. Upon approval from the Contract Monitors, the Contractor must implement the corrective action plan.

m. The Quality Assurance Monitoring Plan is subject to the Contract Monitors' approval. The Quality Assurance Monitoring Plan approval process will be as follows:

- 1) The Contractor shall develop a preliminary Quality Assurance Monitoring Plan that covers both the individuals who choose Self-Directed Services in DDA's Family Supports, Community Supports, and Community Pathways Waiver and Participants who choose Self-Directed Services in OLTSS's Community First Choice (CFC) and Community Personal Assistance Services (CPAS) programs.
- 2) Provide a preliminary Quality Assurance Monitoring Plan submitted with its Proposal and develop a final Quality Assurance Monitoring Plan,
- 3) Submit the final Quality Assurance Monitoring Plan, based on the decisions and recommendations of the Contract Monitors, for approval within five (5) Business Days of Project Launch Meeting. The Contractor shall submit one (1) electronic copy of the Plan and must not proceed until approval of the plan has been obtained by the Contract Monitors; and
- 4) Implement the completed Quality Assurance Monitoring Plan within 120 calendar days from the Project Launch Meeting.
- 5) Provide all information as requested by the Contract Monitors regarding the Quality Assurance Monitoring Plan approval process. The general administrative requirements and standards that comprise the Quality Assurance Monitoring Plan will consist of the requirements contained in the Contract resulting from this RFP. The Contractor shall cooperate with and participate in additional reviews as applicable if Individual/Participant (or representative) employers report concerns, or State quality assurance or auditing systems present suspected problems. The Contract Monitors will notify the Contractor if the results of the review require a corrective action plan. Based on the results of the FMS

and Counseling Services Quality Assurance Monitoring Plan's review, if necessary, the Contractor shall develop and implement a written corrective action plan that satisfies any outstanding issues that have been identified during the Contract Monitors' Review.

nm. Contractor shall have seventy (70) Business Days from the Contract commencement date to complete a Readiness Review conducted by the Contract Monitors and other MDH staff for Financial Management Services and Counseling Services. The Contract Monitors will be considering the items discussed and outlined at the Project Launch/Orientation Meeting. A successful review will be determined by the Contractor's ability to demonstrate that it has successfully assumed the tasks and subtasks detailed in the Scope of Work. The evaluation will include confirmation of the following, but is not limited to:

- 1) Demonstrated that the Contractor has met or otherwise contacted each enrolled Individual/Participant pursuing Self-Directed Services in their respective programs, identified itself as the new Contractor and explained that it will become the Program Individual's/Participant's new fiscal management entity (including Financial Management Services and Counseling Services (for CFC and CPAS programs only);
- 2) Obtained all required authorization/vendor registration to function as a fiscal management entity (including Fiscal Management Services and Counseling Services (for CFC and CPAS programs only)) for this Contract;
- 3) Established Individual/Participant accounts;
- 4) Established payroll and withholding records;
- 5) Created an Employer Handbook;
- 6) Established ability to electronically invoice MMIS via a Medicaid provider number;
- 7) Established personnel in place in accordance with Staffing Requirements (See section 3.10);
- 8) Obtained approval from the Contract Monitors on the final Incoming Employer Implementation Plan;
- 9) Established and implemented a fully operational phone number and response process for customer service inquiries;
- 10) Established and implemented a fully operational Program website and web portal;
- 11) Obtained approval from the Contract Monitors for all created requisite forms and survey tools and all created Contractor policies and procedures;
- 12) Trained all counselors;
- 13) Developed the Enrollment Packet; and
- 14) Developed the Policy and Procedure manual.

on. The Contract Monitors will determine the readiness of the Contractor. The Contract Monitors will notify the Contractor if the results of the review require a Corrective Action Plan. Should the Contractor not be determined to meet readiness requirements, they will be required to submit a corrective action plan within ten (10) Business Days of receipt of deficiencies. The corrective action plan shall include remedies to all deficiencies and timeframes for implementation of each remedy.

Subsection 2.3.11

The following paragraph in this subsection shall read:

2.3.118 Performance Audits

Subsection 3.3 Invoicing

The following paragraph in this subsection shall read:

3.3.1 General

A. The Contractor shall e-mail the original of each invoice and signed authorization to invoice to the Contract Monitors, marlana.hutchinson@maryland.gov shawn.zimmerman@maryland.gov and natoya.mitchell@maryland.gov kristina.hall@maryland.gov.

Subsection 3.7.8.B.6)

The following paragraph in this subsection shall now read:

6) The Contractor shall provide such other information, including a written report, as reasonably requested by the State.

Subsection 3.10

The following paragraphs in this subsection shall now read:

3.10.1 Preferred Offeror Experience

The following experience is expected and will be evaluated as part of the Technical Proposal (see the capability of proposed resources evaluation factor from **Section 6.2**):

The Contractor must have:

A. Experience providing Financial Management Services (FMS) for large scale projects and have operated under various State and Federal laws and regulations, including: Section 3504 of the IRS code, IRS Revenue Procedure 213-39, federal income tax withholding, Medicare and Social Security taxes (FICA), unemployment tax (FUTA), state income tax (SIT), state unemployment tax (SUTA), state gross receipts tax, and federal and state labor laws related to household employment. As proof of meeting this requirement, the Offeror shall provide with its Proposal, two (2) letters of reference documenting their experience. ~~At least three (3) years' experience within the last ten (10) years providing Financial Management Services (FMS) for large scale projects for at least two (2) public entities and have operated under various State and Federal laws and regulations. Offerors with this experience will be evaluated more highly than those without this experience.~~

~~3.10.2-2.3.8 Personnel Experience~~

~~3.10.3 3-10.2 Key Personnel identifier~~

~~3.10.~~