RFP Point of Contact:
Kelly M. Wiltsie
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Department of Human Services
RFP Administrator
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REQUEST FOR PROPOSALS ("RFP"):Pennsylvania HealthChoices Behavioral Health Managed Care Program

REQUEST FOR PROPOSALS (the "RFP")
DELAWARE COUNTY
HEALTHCHOICES PROGRAM
BEHAVIORAL HEALH MANAGED CARE

ISSUED BY: **Delaware County Department of Human Services ("DCDHS"")**
20 South 69th Street, 4th Floor
Upper Darby, PA 19082

ISSUE DATE: **November 23, 2020**

INTENT TO RESPOND DUE DATE: December 2, 2020, 4:00 p.m. EDT/EST*

RESPONSE DUE DATE: **December 23, 2020, 4:00 p.m. EDT/EST**

Deliver to DCDHS:**

- An original complete set of the all responsive proposal materials, containing original signatures, marked "ORIGINAL" (collectively the "Proposal").
- One complete copy of the Proposal marked "COPY."
- Two electronic copies of the Proposal, stored on separate electronic media storage devices (disc or USB drive). Electronic copies should be in PDF format.

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*All references to time in this RFP are to Eastern Standard Time as in effect on the date specified.

** All submissions must be enclosed in a plain, sealed envelope with no provider identifiers. All submissions must be marked BH/MCO RFP Proposal addressed to the Point of Contact.

TIMELINE

DATE	EVENT
November 23, 2020	**Issuance of RFP**
December 2, 2020	**Letter of Intent to Respond due to the County's RFP Contact by 4:00 p.m.**
December 7, 2020	**BH-MCO questions and/or requests for clarification due via email to single point of contact by 4:00 p.m.**
Week of December 7, 2020	**Bidders telephone conference call to be held at County's discretion (details of call to follow)**
December 14, 2020	**The County issues written responses to BH-MCO questions and/or requests for clarification by 4:00 p.m.**
December 23, 2020	**BH-MCO Proposals due to the RFP Administrator by 4:00 p.m.**
January 19 to January 29, 2021	**BH-MCO Finalists' Potential Interviews and Presentations**
February 17, 2021	**Notification of BH-MCO selection**
February 18 to March 30, 2021	**Readiness Review, if required**

The County will disqualify any and all Proposals received after the specified date and time, regardless of reason. The County will also disqualify any and all Proposals exceeding the specified page maximum set forth in this RFP.

DEFINITIONS

Adjudicate – A determination to pay or reject a claim.

Affiliate – Any individual, corporation, partnership, joint venture, trust, unincorporated organization or association, or other similar organization (hereinafter "Person"), controlled by or under common control with a Private Sector BH-MCO, including a Private Sector BH-MCO subcontracting with a county, Joinder, or a Private Sector BH-MCO's parent(s), whether such common control be direct or indirect. Without limitation, all officers, or persons, holding five (5%) percent or more of the outstanding ownership interest of the Private Sector BH-MCOs or Private Sector BH-MCO's parent(s), directors and subsidiaries of the Private Sector BH-MCO, shall be presumed to be Affiliates for purposes of this Agreement. For purposes of this definition, "control" means the possession, directly or indirectly, of the power (whether or not exercised) to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities, other ownership interest, or by contract or otherwise, including but not limited to the power to elect a majority of the directors of a corporation or trustees of a trust, as the case may be.

Agreement - The HealthChoices Behavioral Health Agreement.

Alternative Payment Arrangement (APA) - refers to any of the various contractual agreements for reimbursement that are not based on a traditional fee for service model. Types of arrangements include, but are not limited to the following: retainer payments; case rates; and subcapitation.

Behavioral Health Managed Care Organization (BH-MCO) – As used generally in this RFP, this term refers to anentity, which manages the purchase and provision of Behavioral Health Services under this Agreement. It is also used herein to refer to the BH-MCO responding to this RFP.

Behavioral Health Rehabilitation Services for Children and Adolescents - BHRS (formerly EPSDT "Wraparound") - Individualized, therapeutic mental health, substance abuse, or behavioral interventions/services developed and recommended by an Interagency Team and prescribed by a physician or licensed psychologist. With the 2019 promulgation by DHS of the Final Rule for Intensive Behavioral Health Services ("IBHS"), codified at 55 Pa. Code Chapter 5240, IBHS has effectively replaced BHRS under HealthChoices.

Behavioral Health Residential Treatment Facility – An In-Plan Services mental health or drug and alcohol residential treatment facility.

Behavioral Health Services – Services that are provided to Members to treat mental health and/or substance abuse diagnoses/disorders.

Behavioral Health (BH) Services Provider - A Provider, practitioner, or vendor/supplier which contracts with a BH-MCO to provide Behavioral Health Services under the HealthChoices Behavioral Health Program.

Capitation - A fee the Department pays periodically to a Primary Contractor for each Member enrolled under an agreement for the provision of covered In-Plan Services, whether or not the Member received the services during the period covered by the fee.

Care Management/Manager -The function/staff with responsibility to authorize and coordinate the provision of services.

***Children and Adolescents in Substitute Care* (CISC) -** Children and adolescents living outside their homes in the legal custody of a public agency, in any of the following settings: shelters, foster family homes, group homes, supervised independent living, residential treatment facilities, residential placement (other than youth development centers) for children and adolescents who have been adjudicated dependent or delinquent.

***Client Information System (CIS)* -** The Department's automated file of Medical Assistance eligible recipients.

***Complaint* –** A dispute or objection filed with BH-MCO regarding a participating health care Provider or the coverage, operations, or management policies of a BH-MCO, including, but not limited to, 1) a denial because the requested service is not a covered benefit; 2) failure of the BH-MCO to meet the required timeframes for providing a service; 3) failure of the BH-MCO to decide a Complaint or Grievance within the specified timeframes; 4) a denial of payment after a service(s) has been delivered because the service was provided without authorization by a Provider not enrolled in the Pennsylvania Medical Assistance Program; 5) a denial of payment after a service(s) has been delivered because the service is not a covered benefit. The term does not include a Grievance.

***County Assistance Office* -** The county offices of the Department which administer the Medical Assistance program at the local level. Department staff in these offices perform necessary Medical Assistance functions such as determining recipient eligibility.

***County Operated BH-MCO* -** An entity organized and directly operated by county government to manage the purchase and provision of Behavioral Health Services under the HealthChoices Program as a Primary Contractor.

***Cultural Competency* -** The understanding of the social, linguistic, ethnic, and behavioral characteristics of a community or population and the ability to translate systematically that knowledge into practices in the delivery of Behavioral Health Services. Such understanding may be reflected, for example, in the ability to: identify and value differences; acknowledge the interactive dynamics of cultural differences; continuously expand cultural knowledge and resources with regard to populations served; collaborate with the community regarding service provisions and delivery; and commit to cross-cultural training of staff and develop policies to provide relevant, effective programs for the diversity of people served.

***Day* –** A calendar day unless otherwise specified in the Agreement.

***Department/DHS* -** The Pennsylvania Department of Human Services.

***Department of Human Services Fair Hearing* -** A hearing conducted by the Department of Human Services, Bureau of Hearings and Appeals in response to an appeal by a BH-MCO Member.

***Eligibility Verification System (EVS)* -** An automated system available to MA Providers and other specified organizations for on-line verification of MA eligibility, BH-MCO enrollment, third party resources, and scope of benefits.

***Fee-for-Service* (FFS) -** Payment by the Department to Providers on a per-service basis for health care services provided to Medical Assistance recipients.

***Grievance* -** A request to have a BH-MCO or utilization review entity reconsider a decision solely concerning the Medical Necessity and appropriateness of a health care service. A Grievance may be filed regarding a BH-

MCO decision to 1) deny, in whole or in part, payment for a service if based on lack of Medical Necessity; 2) deny or issue a limited authorization of a requested service, including the type or level of service; 3) reduce, suspend, or terminate a previously authorized service; 4) deny the requested service but approve an alternative service.

HealthChoices (HC) Program **-** The name of Pennsylvania's 1915(b) Waiver program to provide mandatory managed health care to Medical Assistance recipients.

HealthChoices Behavioral Health (HC-BH) Program – The mandatory managed care program which provides Medical Assistance recipients with Behavioral Health Services in the Commonwealth.

HealthChoices Physical Health (HC-PH) Program – The mandatory managed care program which provides Medical Assistance recipients with physical health services in the Commonwealth.

In Lieu of and In Addition to Services – MA eligible mental health and drug and alcohol services purchased in lieu of or in addition to and State Plan Services.

In-Plan Services - Services which are included in the HC-BH Capitation rate and are the payment responsibility of the Primary Contractor.

Intensive Behavioral Health Services (IBHS) (formerly "Behavioral Health Rehabilitation Services") – An array of therapeutic interventions and supports provided to a child, youth or young adult in the home, school or other community setting as defined by 55 Pa. Code Chapter 5240.

Interagency Team **-** A multi-system planning team comprised when appropriate, of the child or the adolescent, at least one accountable family member, a representative of the county mental health and/or drug and alcohol program, the case manager, the prescribing physician or licensed psychologist, in person when possible, or by consultative conference call, and as applicable, the county children and youth, juvenile probation, mental retardation, and drug and alcohol agencies, a representative of the responsible school district, BH-MCO, PHSS and/or PCP, other agencies that are providing services to the child or adolescent, and other community resource persons as identified by the family. The purpose of the Interagency Team is to collaboratively assess the needs and strengths of the child and family, formulate the measurable goals for treatment, recommend the services, treatment approaches and methods, intensity and frequency of interventions and develop the discharge goals and plan.

Interagency Team Meeting (ITM)- A meeting of the Interagency Team.

Joinder **-** Local authorities of any county who have joined with the local authorities of any other county to establish a county mental health and mental retardation program, subject to the provisions of the Mental Health and Mental Retardation Act of 1966 (50 P.S. § 4201 (2)), or a drug and alcohol program pursuant to the Pa. Drug and Alcohol Abuse Control Act (71 P.S. § 1690. 101 et. seq.).

Medically Necessary – Of or relating to BH-MCO Medical Necessity.

BH-MCO Medical Necessity – As defined by applicable Medicaid and MA Program rules, clinical determinations to establish a service or benefit which will, or is reasonably expected to:

- prevent the onset of an illness, condition, or disability;

- reduce or ameliorate the physical, mental, behavioral, or developmental effects of an illness, condition, injury, or disability;
- Assist the individual to achieve or maintain maximum functional capacity in performing daily activities, taking into account both the functional capacity of the individual and those functional capacities appropriate for individuals of the same age.

Member (Enrollee) or County Member - A Medicaid, Medicaid Eligible, or Medical Assistance recipient who is currently enrolled in the HC-BH Program and who receives, or may receive, services covered under the Subcontract.

Multi-County Entity – Two or more counties which form a legally binding incorporated entity, such as a 501c (3), which has established Articles of Incorporation and intergovernmental agreements and has a single Agreement with the Department. This entity is established for the purpose of offering Behavioral Health Services for Medicaid eligible recipients under the HealthChoices Program as a Primary Contractor.

Parent - The biological or adoptive mother or father, or the legal guardian of the child, or a responsible relative or caretaker (including foster parents) with whom the child regularly resides.

Physical Health Managed Care Organization (PH-MCO) - An entity which has contracted with the Department to manage the purchase and provision of physical health services under the HC Program.

Physical Health Service System (PHSS) - any system by which a Medical Assistance recipient receives physical health services (e.g. Fee for Service; HealthChoices Physical Health; voluntary BH-MCOs).

Preferred Provider Organization (PPO) - A Commonwealth licensed person, partnership, association or corporation which establishes, operates, maintains or underwrites in whole or in part a preferred Provider arrangement, as defined in 31 Pa. Code Subsection 152.2.

Primary Care Practitioner (PCP) - A specific physician, physician group, or a certified registered nurse practitioner operating under the scope of his/her licensure who has received an exception from the Department of Health, responsible for supervising, prescribing and providing primary care services and locating, coordinating, and monitoring other medical care and rehabilitation services, and maintaining continuity of care on behalf of a Member.

Primary Contractor - A county, Multi-County Entity or a BH-MCO which has a HealthChoices Agreement with the Department to manage the purchase and provision of Behavioral Health Services.

Priority Population(s) – A specific description of the group(s) is provided in Appendix Q. Generally, however, such populations include: Members with serious mental illness and/or addictive disease, and children and adolescent Members with or at risk of serious emotional disturbance and/or who abuse substances and who, in the absence of effective behavioral health treatment and rehabilitation services, care coordination and management are at risk of separation from their families through placement in long term treatment facilities, homelessness, or incarceration, and/or present a risk of serious harm to self or others. Drug and alcohol Priority Populations include child and adolescent substance abusers and persons with addictive diseases including pregnant women and women with dependent children, intravenous drug users and persons with HIV/AIDS who abuse substances.

Private Sector BH-MCO - A Commonwealth licensed BH-MCO which has contracted with the Department or county government to manage the purchase and provision of Behavioral Health Services under this Agreement.

Program Standards and Requirements - Primary Contractor (the "PSR") - The PSR, as issued by the Commonwealth of Pennsylvania, as revised July 1, 2019, and as issued by the Commonwealth of Pennsylvania, and as may be amended from time-to-time during the Agreement, which sets forth the standards and requirements for the HealthChoices Behavioral Health Program operating under the Centers for Medicare and Medicaid Services, Waiver Section 1915(b) of the Social Security Act.

PROMISe - (Provider Reimbursement and Operations Management Information System) is the HIPAA-compliant claims processing and management information system implemented by the Department in March 2004.

Provider - An individual, firm, corporation, or other entity which provides behavioral health or medical services or supplies to Medical Assistance recipients.

Provider Agreement - Any written agreement between the BH-MCO and a Provider or DHS and a Provider to render clinical or professional services to recipients to fulfill the requirement of the Agreement.

Quality Management - A formal methodology and set of activities designed to assess the quality of services provided and which includes a formal review of care, problem identification, and corrective action to remedy any deficiencies and evaluation of actions taken.

Reinvestment Funds - Capitation revenues from DHS and investment income which are not expended during an Agreement period by the Primary Contractor for purchase of services for Members, administrative costs, Risk and Contingency Funds, and equity requirements but may be used in a subsequent Agreement period to purchase start-up costs for In-Plan Services, development or purchase of Supplemental Services or non-medical services, contingent upon DHS prior approval of the Primary Contractor's reinvestment plan.

Related Parties - Any Affiliate that is related to the Primary Contractor or its BH-MCO by common ownership or control (see definition of "Affiliate") and:

(1) Performs some of the Primary Contractor or its BH-MCO's management functions under contract or delegation; or

(2) Furnishes services to Members under a written agreement; or

(3) Leases real property or sells materials to the Primary Contractor or its BH-MCO at a cost of more than $2,500 during any year of a HealthChoices Behavioral Health Agreement with the Department.

Risk and Contingency Funds – Capitation payments received by the Primary Contractor pursuant to the Agreement, which are not expended on services (In-Plan, Supplemental, or cost effective alternatives) or administrative functions and which are in excess of the Equity Reserve required to be maintained under the Agreement. Risk and Contingency Funds do not include Reinvestment Funds, or funds designated in a reinvestment plan submitted to DHS.

Risk Assuming PPO - A Commonwealth licensed PPO which meets the definition of a Risk Assuming PPO pursuant to regulations at 31 Pa. Code Subsection 152.2.

Rural - Consists of territory, persons, and housing units in places which are designated as having less than 2,500 persons as defined by the U.S. Bureau of Census.

Special Needs Populations - Members whose complex medical, psychiatric, behavioral or substance abuse conditions, living circumstances and/or cultural factors necessitate specialized outreach, assistance in accessing services and/or service delivery and coordination on the part of the BH-MCO and its Provider network.

Subcontract - Any contract (except Provider Agreements, utilities, and salaried employees) between the Primary Contractor or a contracting BH-MCO and an individual, firm, university, governmental entity, or nonprofit organization to perform part or all of the BH-MCO's responsibilities.

Subcontractor - Any person other than the Primary Contractor or its BH-MCO who enters into a Subcontract.

Supplemental Services – MA eligible mental health and drug and alcohol services purchased in lieu of or in addition to an In-Plan Service.

Title XVIII (Medicare) - The federal health insurance program for people 65 years of age or older, certain younger people with disabilities, and people with end-stage Renal Disease (permanent kidney failure with dialysis or a transplant, sometimes called ESRD).

Urban - Consists of territory, persons, and housing units in places which are designated as having 2,500 persons or more, as defined by the US Census Bureau. These places must be in close geographic proximity to one another.

Utilization Management - The process of evaluating the necessity, appropriateness, and efficiency of behavioral health care services against established guidelines and criteria.

Waiver - A process by which a state may obtain an approval from Centers for Medicare and Medicaid Services (CMS) for an exception to a federal Medicaid requirement(s).

ACRONYMS

BH-MCO - Behavioral Health Managed Care Organization
BHRS - Behavioral Health Rehabilitation Services for Children and Adolescents (supplanted by IBHS by issuance of 55 Pa. Code Chapter 5240)
CYF - Children, Youth, and Families
CASSP - Child and Adolescent Service System Program
CIS - Client Information System
CISC- Children and Adolescents in Substitute Care
CMS- Centers for Medicare and Medicaid Services
D&A- Drug and Alcohol
DOH - Department of Health
DHS- Department of Human Services
FTE Full Time Equivalent
EPSDT -Early and Periodic Screening, Diagnosis and Treatment
FBMHS -Family Based Mental Health Services
HC - HealthChoices
HIPAA- Health Insurance Portability and Accountability Act
HIV/AIDS- Human Immunodeficiency Virus/Acquired Immune Deficiency Syndrome
IBHS - Intensive Behavioral Health Services (formerly BHRS)
IBNR- Incurred But Not Reported Claims
ISP - Individualized Service Plan
ID - Intellectual Disabilities
JPO - Juvenile Probation Office
MA - Medical Assistance
MIS - Management Information System
OCYF- Office of Children, Youth & Families
PCP - Primary Care Practitioner
PH- MCO - Physical Health Managed Care Organization
PHSS Physical Health Service System
PMPM - Per Member Per Month
PPO - Preferred Provider Organization
PROMISe - Provider Reimbursement and Operations Management Information System
PRS - Psychiatric Rehabilitation Services
PSR – Program Standards and Requirements
QM - Quality Management
RBUC - Received But Unpaid Claims
RFP - Request for Proposal
RTF - Residential Treatment Facility
SOC - System of Care
SUD – Substance Use Disorder
UM - Utilization Management

DELAWARE COUNTY REQUEST FOR PROPOSALS
HEALTHCHOICES BEHAVIORAL HEALTH MANAGED CARE

I. PROCUREMENT OVERVIEW

A. Introduction

"HealthChoices" refers to the system of mandatory managed care under the Pennsylvania Medical Assistance ("MA") Program, which is administered by the Pennsylvania Department of Human Services ("DHS") The benefits that are administered through HealthChoices include physical health ("PH") and behavioral health ("BH") services. These health care benefits, which had previously been managed by the DHS Office of Medical Assistance Programs ("OMAP"), are managed under HealthChoices by managed care organizations ("MCOs"). PH benefits are managed by physical health MCOs ("PH-MCOs") through contracts with the Commonwealth. HealthChoices offers local decision-making regarding BH services by permitting each county to craft a unique model of managed care for BH benefits within the HealthChoices Program Standards and Requirements. Counties contract with a BH-MCO to perform all or select functions related to management of a capitated behavioral health medical budget. The Office of Mental Health and Substance Abuse Services ("OMHSAS") has the responsibility within DHS to oversee the HealthChoices program for behavioral health services (the "Program"). This procurement is for the contract to serve as the HealthChoices BH-MCO for the County of Delaware ("Delaware County" or the "County").

The movement toward managed care under the Medicaid Program recognizes the rapidly changing health care environment, responds to concerns about rising health care costs, and accounts for the need for governmental reform and the potential of block granting federal dollars to states. DHS's decision to pursue a separate contract for behavioral health management was made after an extensive public process in which input was sought and received from all segments of the stakeholder community, including private sector managed care organizations, service providers, persons in recovery, family members, state/local government, legal advocates and other interested parties.

Broad-based coordination is essential to assuring appropriate access, services utilization and continuity of care for MA beneficiaries receiving BH services. In the absence of effective services, coordination and management, there is increased likelihood that children and adults with complex psychiatric and/or substance use disorders will be separated from their families, either through placement in long-term treatment facilities, homelessness, or incarceration in County or state correctional facilities.

Delaware County has been contracting for managed care for behavioral services to MA recipients since 1997. Pursuant to a contract with the DHS (the "the County/DHS Contract") the County serves as the Primary Contractor under the Program. The County, in turn, subcontracts with a private BH-MCOs to manage the behavioral health services to County residents under Program Standards.

The County is proceeding with a re-procurement for BH-MCO services under the Program as the current term of its BH-MCO subcontract expires on December 31, 2020. As a result of the COVID-19 pandemic, County and the current BH-MCO contractor have executed an extension to the subcontract into 2021. County intends to terminate the extension after its selection of a BH-MCO pursuant to this RFP process, accounting for a proper transition period in the best interest of its Members. Accordingly, pursuant to this RFP the County is requesting that interested BH-MCOs submit a proposal for a subcontract with the County for the Program (the "Proposal") for a term of up to five years with the potential for one or more renewal terms or extensions (the "Subcontract").

Payments will be made monthly to the BH-MCO, however, they are subject to any and all Capitation payment delays from DHS. Any and all payment delays will be reconciled upon expiration, or termination of the Agreement. Therefore, effective on the contract start date, the selected BH-MCO will be responsible for all Medically Necessary services provided to County Members. This includes the responsibility to provide reimbursement to providers for covered services in advance of receiving corresponding capitated payments from the County, for example, during the first month of the contract (if the selected BH-MCO is not than the County's existing BH-MCO), and during delays in payments from DHS.

All BH-MCOs participating in the RFP process (the defined term "BH-MCO" herein also refers to the BH-MCOs participating in this RFP) must submit, along with a written notice of intent to participate in the RFP process, their agreement and commitment, in writing, that they will not challenge or object to any aspect of the RFP process. This includes, but is not limited to, the decision-making process, information requested, time frames specified, and the criteria and means for evaluating Proposals. The County will give BH-MCOs adequate opportunity to ask for and receive clarification on the selection process and on the RFP itself.

All BH-MCOs are also hereby advised that a "BH-MCO Non-Solicitation Policy" shall become a mandatory provision in any BH-MCO Subcontract entered into for Delaware County for its HealthChoices Program. This policy is included as Exhibit A to this RFP.

B. Minimum Eligibility Criteria

The **minimum eligibility criteria** for any BH-MCO to submit a Proposal are:

- Proof of 5 years or equivalent public behavioral healthcare managed care experience, with a preference for experience in Pennsylvania's HealthChoices Behavioral Health Managed Care Program, on a shared or full risk basis and the ability to meet the requirements under the Pennsylvania Code.

- Submission on or before **the deadline shown under "TIMETABLE" at the beginning of this RFP** of a notice of intent by the BH-MCO to submit a Proposal.

- Submission of the Proposal on or before **the deadline shown under "TIMETABLE" at the beginning of this RFP**.

- Proof of at least a full year or equivalent of public behavioral health managed care experience on a shared or full risk basis and the ability to meet the requirements under the Pennsylvania Code.

- Signed certification Statement that neither the BH-MCO nor any entity with which it is affiliated is under suspension or debarment by the Commonwealth of Pennsylvania, any other state, or the federal government, or has been terminated from participation in any state Medicaid program for cause. This shall not limit the BH-MCO's duty to disclose any disputes or litigation as required below.

- Declaration pages of insurance policies evincing all necessary and appropriate insurance coverage, including without limitation relating to commercial general liability, premises, vehicle, workers' compensation, errors and omissions, cybersecurity/data protection, which must be maintained throughout the contract term.

After the deadline, the County will perform an initial review of all Proposals to ensure they meet the minimum eligibility criteria ("Initial Review").[1] Thereafter, the County will evaluate each Proposal competitively for programmatic content, innovative practices, past project performance, collaborative efforts, organization structure, legal compliance and review, fiscal stability, reputation and evidence of the ability to deliver quality services and performance and pricing offered to the County ("Evaluation"). Notwithstanding the foregoing, the County shall have no obligation to perform an Evaluation or any further review of any Proposal that it determines, in its sole discretion, fails to meet any of the minimum eligibility criteria during the Initial Review. Upon the conclusion of the Evaluation process, the County will select one or more finalists for further review and consideration. The finalists, *inter alia*, may be asked to participate in an interview process that will include the County and, if the County deems appropriate, other Program stakeholders. Satisfaction surveys may be issued to providers in the prospective finalists' current network, the County's partners, and Consumer and Family Satisfaction Team organizations.

If additional clarification is needed, or if any of the responses to the RFP would include proprietary information, the BH-MCOs are encouraged to contact the County RFP Contract & RFP Administrator directly in writing and identify the specific proprietary information submitted or to be submitted. However, be advised that other than specifically identified proprietary information which the County agrees is proprietary or not otherwise subject to disclosure, the County may share all communications from prospective BH-MCOs, and the County's responses thereto, with all other BH-MCOs participating in this RFP. Note also that the County is not bound by a BH-MCO's designation of identified proprietary information. Furthermore, the responses to the RFP will also be subject to disclosure as required by law. All information will be handled in compliance with the terms of the Freedom of Information Act (5 U.S.C. Section 552 et seq.), the Privacy Act of 1974 (5 U.S.C. Section 552a), the Right-to-Know Law (65 P.S. § 67.101-3104)(collectively, "Acts") and all rules, regulations, and interpretations of these Acts, including those from the offices of the Attorney General of the United States, Health and Human Services (HHS), and Centers for Medicare and Medicaid Services (CMS). The County's determinations as to the application of these Acts are dispositive and by submitting a response to the RFP, the BH-MCOs agree not to challenge the County's determination.

C. Services Overview

All services to be provided by the BH-MCO for the Program are to be developed collaboratively with the County's Human Services Department, Juvenile Probation and other designated County departments and agencies. The BH-MCO and the County will develop and implement Program services in a manner that ensures differences in funding streams are transparent to the consumer. The BH-MCO is also expected to work closely with the PH-MCOs under contract with Pennsylvania DHS on special needs and complex cases.

D. Contact Information

BH-MCOs shall not communicate with the County regarding the RFP, whether orally or in writing, except through the County's designated **RFP Administrator**:

Kelly M. Wiltsie
Department of Human Services
20 South 69th Street, 4th Floor
Upper Darby, PA 19082
wiltsiek@delcohsa.org

[1] County reserves the right to disqualify and not provide any further consideration to any Proposal at any time during the selection process if it determines that the Proposal fails to meet the minimum eligibility criteria. The failure of the County to disqualify a Proposal during its Initial Review shall not constitute a waiver of such right.

Please include "BH-MCO RFP" in the subject line for any correspondence. Contact with any other state or county officials, employees, agents or representatives concerning this RFP, unless authorized in advance by the County Contract & RFP Administrator in writing, is grounds for disqualification.

Note that, following the release of this RFP, all questions must be submitted via email to the County Contract & RFP Administrator by the deadline shown under "TIMETABLE" at the beginning of this RFP. Following the release of this RFP, BH-MCO may not communicate with the RFP Administrator orally, and no telephone calls will be accepted or returned.

E. Timetable

As shown under "TIMETABLE" at the beginning of this RFP

F. Inquiries

MCO shall submit any written questions to Contract and RFP Administrator via e-mail with "BH-MCO-RFP Questions in the subject line. Questions received by the deadline shown under "TIMETABLE" at the beginning of this RFP will be answered. Written responses will be distributed by the deadline shown under "TIMETABLE" at the beginning of this RFP to all BH-MCOs that received the RFP. No telephone calls will be accepted.

The County will disqualify any and all Proposals received after the deadline shown under "TIMETABLE" at the beginning of this RFP regardless of reason. The County will also disqualify any and all Proposals exceeding the specified page maximum set forth in this RFP.

G. Proposal Format

- Proposals are to be in Microsoft Word (Windows 10 or higher), single-spaced, single sided, no smaller than 11-pt font, and on 8 ½ "by 11" paper.

- Except for responses to the "INFORMATION TECHOLOGIES AND SYSTEMS" and "LEGAL AND FINANCIAL SECURITY DUE DILIGENCE QUESTIONNAIRE" sections, Proposals must omit all participating BH-MCO identifiers and all information that would permit County staff reviewing the proposals to identify participating BH-MCO without referring to external resources, including without limitation, participating BH-MCO's logos or names, addresses, and names of staff and programs on interior pages. Proposals must refer to existing clients, programs and staff generically and must not otherwise easily identify BH-MCO.

The front cover of each bound section of the Proposal must be identified with the BH-MCO name and address, and the name, address, email address, and telephone number for the BH-MCO's designated contact person.

H. Guidelines

1. It is the policy of the County to solicit Proposals with a bona fide intention to award a contract. This policy notwithstanding, any Proposal submitted in response to this RFP is done so with the following expressed understanding and agreement by the submitting entity:

- This RFP is not subject to the competitive bidding process, and any contract entered into as a result of any Proposal submitted will not be based on the concept of the "lowest responsible bidder." Furthermore, the County has the right, at its sole discretion, to reject any and all Proposals.

- The County, at its sole discretion, may choose to withdraw this RFP at any point in time following its release.

- The County may procure any services by any other means.

- The County may modify the selection process, the scope of the project or the required responses to the RFP.

- Solicitations of Proposals and granting of exclusive negotiation rights does NOT commit the County to accept any terms of any Proposal. The final terms of any agreement will be determined by direct negotiation, and all agreements are subject to the approval of the County's Council and the Commonwealth of Pennsylvania. The County may suspend or terminate negotiations at any time that it determines additional negotiations would be unproductive. As such, acceptance of the Proposal from a BH-MCO does not guarantee that the County will enter into a contract with the BH-MCO.

- The County reserves the right, at its sole discretion, to reject any and all Proposals received as a result of this RFP and/or to negotiate separately with competing BH-MCOs. If all Proposals submitted are unacceptable to the County, as determined in its sole discretion, the County reserves the right to reject the Proposals and re-issue the RFP or procure services by any other means.

- If County terminates negotiations with a submitting entity as a result of this RFP process, it may thereafter, in its sole discretion, select any other BH-MCO, including without limitation any other BH-MCO that has submitted a Proposal as part of this RFP process, to negotiate a subcontract. It may, alternatively and in its sole discretion, make no new selection and re-issue the RFP or procure services by any other means.

- The County reserves the right to renegotiate any financial offers submitted by BH-MCOs in their Proposals and to condition any selection of a BH-MCO on such negotiations.

- The County reserves the right to reject a Proposal at any time during the review process.

- In addition to the requirements set forth in this RFP, the Contract will also include all of the County's mandatory required contract provisions.

2. All costs of developing Proposals and any subsequent expenses relating to contract negotiations and transition, including all readiness review requirements of DHS or the County and transitional training for County staff, providers, and/or stakeholders, is entirely the responsibility of the BH-MCO and may not be charged to the County or the Program.

3. The County may ask the BH-MCOs to clarify in writing portions of the Proposals at any time prior to selection. Requests for clarification will be issued in writing to the BH-MCO identified contact set forth in this RFP.. Written responses from the BH-MCO identified contact must be received by the RFP Administrator within three business days of the date of the clarification request.

4. If it becomes necessary to revise any part of this RFP, the County will issue an amendment to all BH-MCOs that received the original RFP.

5. Other than submission to the County, as specified herein, no other distribution of the response to the RFP may be made by BH-MCOs.

6. The Proposal must remain valid for at least one year from the date of submission.

7. The Proposal, and all materials submitted with the Proposal, will become the property of the County. The Proposal of the selected BH-MCO will be incorporated into the contract, in whole or in part, at the discretion of the County.

8. The Subcontract with the BH-MCO will require that the BH-MCO must comply with, and provide the reports by business entities as required by 25 P.S. §3260a, P.L. 893, Act No. 171 of 1978, as amended July 11, 1980, P.L. 649, No. 134, §6 (the "Act 171 Reports"). The selected BH-MCO will be required to submit to the County a copy of the list filed with the Secretary of the Commonwealth on an annual basis, within thirty (30) days of the filing or March 1st, whichever date is first. In addition, if applicable, all of the BH-MCOs participating in and submitting a response to this RFP must submit copies of their Act 171 Reports for the years 2017, 2018, and 2019.

9. Submission of a Proposal by a BH-MCO to the County constitutes express acceptance by the BH-MCO to be bound by all the terms, conditions and provisions of this RFP, including, but not limited to, all exhibits and/or appendices to the RFP.

10. The County reserves the right to contact other Primary Contractors, counties, vendors, and/or providers of services under contract with BH-MCO and consumers/support and advocacy groups for confidential references with respect to the BH-MCO's performance.

11. The selected BH-MCO will be subject to the terms attached hereto as Exhibit B.**.** The contract between the selected BH-MCO and the County, once approved, will be public under County practice.

II. PROCUREMENT CONDITIONS AND AREAS OF FOCUS

A. Key Elements of BH-MCO Service Delivery

The goal of Pennsylvania's HC-BH program is to improve the accessibility, continuity, and quality of services for Pennsylvania's Medical Assistance populations, while controlling the program's rate of cost increases. The Department intends to achieve these goals by enrolling eligible MA recipients in BH-MCOs which provide a specified scope of benefits to each enrolled Member in return for a capitated payment made on a PMPM basis.

The County shares the vision that persons with mental health and substance abuse needs will have access to quality behavioral health services, and that these services will improve their opportunities for recovery and growth to be able to exercise choice and control in their lives, and to use their strengths and abilities as a member of their family and community.

The County has the following expectations for the Program and any sub-contracted BH- MCO they choose to partner with:

1. There is a continuous process to innovate and improve service delivery to be outcomes- based, qualitative, efficient and cost-effective for the most vulnerable individuals in our community: adults with serious and persistent mental illness, youth who have, or who are at risk for, serious emotional disturbances, and individuals abusing alcohol and other substances.

2. The principles of recovery and resiliency are central in all aspects of the Program.

3. There is a well-defined continuous quality improvement process that is analytical and pro-active in managing the Program.

4. The Program emphasizes quality treatment and works to develop payment systems that are reflective of the level of work, commitment, and outcomes that the providers within our network demonstrate.

5. The Program values relationships within the community and intends to manage the Program locally as much as is economically feasible.

6. The Program is most successful when the care is managed locally in a person/family- centered manner.

7. The Program must strive to develop and maintain a sufficient and diverse network of providers, including small and grass-roots providers, to ensure that members have access to a choice of providers to meet their individualized needs.

B. Conditions for Procurement

To qualify for selection by the County, the BH-MCO must agree to the following conditions and demonstrate its capacity to meet the following areas of focus in its Proposal:

1. The successful BH-MCO must agree to enroll the provider network designated by the County, and provide ongoing recommendations to the County regarding development and enhancement of the provider network. Subsequent to the initial enrollment, the County will work with the BH-MCO to use provider

performance data, outcome studies, geo access needs and access standards to collegially determine the composition of the network on an ongoing basis.

2. The successful BH-MCO must agree to contract with the providers in the County designated network for the fees established by the County**.**

3. The successful BH-MCO must agree that the County will retain all medical dollars for the Program. The County will set forth the method to disperse payments to providers and will consult with the BH-MCO regarding this during the negotiations.

4. The successful BH-MCO must agree and demonstrate to the County's satisfaction, that it will retain an adequate number of fiscal staff, with competency to meet the requirements outlined in the Program's Financial Reporting Package and in the annual Audit.

5. The successful BH-MCO must agree that it will retain claims resolution specialists who are available to the County and providers. Further, the BH-MCO must agree that it will provide claims activity reports to the County and providers. The BH-MCO will provide training to providers on successful claims submissions, Medical Assistance applications and other relevant issues specific to the program and provider network.

6. The successful BH-MCO must have state of the art information systems necessary for the management of the Program: care management, fiscal management, quality management, and reporting (the "MIS"). The MIS should be integrated to capture member eligibility, clinical intake, care management notes, referral information, provider demographics, benefits, authorizations, and other information necessary to meet reporting requirements of the Program. The MIS must have the capability of handling complex data, internal data linkages, external interfaces and generating County specific data and reports.

7. The successful BH-MCO must demonstrate that it has reliable procedures for estimation and tracking medical expenses (IBNRs and RBUCs).

8. The successful BH-MCO must agree to establish key administrative and clinical care management services/functions in an office located in the County. Additional evaluation credit will be given for proposals that include locating the BH-MCO's key clinical staff with County staff for the purpose of managing special populations.

9. The successful BH-MCO must agree to have key staff dedicated to the County for the Program, including the following positions: Peer Specialist or Family Advocate, a Program Liaison, clinical staff and clinical staff with Drug and Alcohol expertise. The successful BH-MCO must also agree that its key clinical staff will be mobile within the County's communities based on service.

10. The successful BH-MCO must agree to negotiate future provider contracts in accordance with the County's recommendations and subject to County approval.

11. The successful BH-MCO must agree that the County shall have complete access to all County Program data, e.g. eligibility, capitation, provider contracts, information from the claims adjudication and payment system, provider network data and other relevant information. The BH-MCO must agree that the County staff shall have real-time total access to its clinical information system for viewing. The BH-MCO must also agree that County staff have access to applications used to process information and/or create reports regardless of any specific storage or processing environment, or whether data is used by BH-

MCO in its other lines of business. The BH-MCO shall make no claims of proprietary ownership to information, data in any and all formats, or software that may be used to process County data. All of the data of the Program, maintained in whatever format, is the sole property of the County, even to the extent the data has been incorporated and/or modified with other data of the BH-MCO or third parties.

12. The successful BH-MCO must agree that standard reports agreed upon by the County and BH-MCO will be available to County staff via BH-MCO website or delivered to County according to agreed-upon time table. Ad hoc reports shall be developed at the County's request within reasonable time-frame acceptable to the County.

13. The successful BH-MCO must have the capability of developing Person Level Encounter records in the 837 format, submitting 837 files according to OMHSAS defined schedule, and receiving and processing 277 files. BH-MCO will provide County with submission and acceptance dates.

14. The successful BH-MCO must agree that County staff will have access to Complaints/Grievances, Adverse Incidents, Claims Submissions/Denials, Eligibility/Utilization, and Utilization data daily. Information can be stored on BH-MCO website or delivered to County.

15. The successful BH-MCO must agree to prepare quarterly reports for OMHSAS' monitoring and compliance meetings in a format agreed upon by the County.

16. BH-MCO will enter into contracts with two Delaware County FQHCs for behavioral health consultative services.

17. BH-MCO must demonstrate its ability to meet federal EPSDT requirements regarding access to care, including without limitation proposals for its planning, coordination, and development of programs that (that the BH-MCO will cover) for minors whose needs are not met by the current care continuum, e.g. "high-fidelity wraparound."

18. BH-MCO must agree to, and demonstrate its plans for, expanding the network of onsite crisis providers, community-based crisis programs and inpatient providers.

19. BH-MCO must demonstrate its ability to, and plans for, broadening its network to include a variety of providers, including small, non-profit and grass-roots providers, to provide members with a sufficient choice to meet their individualized needs.

20. BH-MCO must demonstrate its ability to ensure that there are multiple qualified providers in their network that are ready, willing, and able to provide each covered service to County members.

21. Collaborative efforts with physical health providers (physicians, practices, hospitals, ERs).

22. The County reserves the right to alter, amend, modify, or change any of the terms and conditions of the County/BH-MCO Contract prior to the execution. The successful BH-MCO shall agree to the Contract prior to the execution. The successful BH-MCO shall agree to the County/DHS Contract in its present form and as amended, modified, altered or re-issued.

23. The County is proceeding with a re-procurement for BH-MCO services under the Program as the current term of its BH-MCO subcontract expires on December 31, 2020. Accordingly, pursuant to this RFP the County is requesting that interested BH-MCOs submit a proposal for a subcontract (the "Subcontract")

with the County for the Program (the "Proposal") for a term of up to five years with the potential for one or more renewal terms or extensions.

24. BH-MCOs may present a shared risk alternative. The County reserves the right to accept such alternative if deemed to be in the best interests of the County and with the approval of DHS.

25. The selected BH-MCO will be required to submit an Implementation Plan acceptable to the County and DHS.

26. The successful BH-MCO shall be in compliance with DHS's Readiness Review by the time of commencement of the contract and thereafter.

27. The successful BH-MCO shall execute the contract with the County on or before April 30, 2021.

28. The Subcontract must be in the form and substance acceptable to the County and its counsel.

C. Proposed Allocation of Duties and Functions

Function	**Organization**	**Critical Elements**
Member Services	The Subcontracted BH-MCO	The Subcontracted BH-MCO will coordinate with Delaware County to create a seamless system of access for all members.
Provider Relations and Provider Contracting	The Subcontracted BH-MCO and The County	The Subcontracted BH-MCO will complete Provider Relations functions as negotiated with the County. The County will have final decision with regard to the provider network. The Subcontracted BH-MCO will contract with all providers in the provider network.
Education and Outreach to Members and Providers.	The Subcontracted BH-MCO	The Subcontracted BH-MCO will develop a clear and strategic plan of education and outreach for members and providers.

Care Management	The County and the Subcontracted BH-MCO	• The BH-MCO will be responsible for Utilization Review policies and procedures acceptable to County. • The Subcontracted BH-MCO will provide care management for the covered population. • Medical Director/Peer Advisors/Reviewers services and after hour/weekend/holiday coverage will be provided through the Subcontracted BH-MCO.
Credentialing	The Subcontracted BH-MCO	The Subcontracted BH-MCO will coordinate all credentialing activity. The County will monitor the credentialing process.
Claims	The Subcontracted BH-MCO	The Subcontracted BH-MCO will coordinate all claims processing. The Subcontracted BH-MCO will directly resolve all claims issues with providers with the County's approval relating to timely filing and/ or appeals process.
Information Technology	The Subcontracted BH-MCO	The Subcontracted BH-MCO will be responsible for Information Technology and Management Information Systems acceptable to the County in its sole discretion. The Subcontracted BH-MCO will coordinate with the County to ensure that the Commonwealth of Pennsylvania receives required data.
Grievance and Appeal	The Subcontracted BH-MCO	The BH-MCO will process all consumer and provider grievances and appeals and comply with Appendix H. The County will monitor the grievance and appeal process.
Quality Assurance	The Subcontracted BH-MCO and the County	The Subcontracted BH-MCO will retain the largest share of QA function, as negotiated with the County.
Committees	The County and the Subcontracted BH-MCO	The County will convene a HealthChoices Advisory Committee, with participation from the Subcontracted BH-MCO. Committee structure and responsibilities to be determined.

III. INSTRUCTIONS FOR PROPOSAL COMPLETION

A. Submitting the Proposal

A complete **Proposal Package** must be received on or before **the deadline shown under "TIMETABLE" at the beginning of this RFP** by the RFP Administrator at the following address:

Kelly M. Wiltsie
Department of Human Services
20 South 69th Street, 4th Floor
Upper Darby, PA 19082

To be considered complete, each Proposal Package must include the following items:

1. An original complete set of the all responsive proposal materials, containing original signatures, marked "ORIGINAL," in paper format (collectively the "Proposal").
2. One complete hard copy of the Proposal marked "COPY."
3. Two electronic copies of the Proposal, each stored on separate electronic media storage devices (disc or USB drive). Electronic copies must be in PDF format.

*All references to time in this RFP are to Eastern Standard Time as in effect on the date specified.

** All submissions must be enclosed in a plain, sealed envelope with no provider identifiers. All submissions must be marked BH/MCO RFP Proposal addressed to the above referenced point of contact.

B. Proposal Contents

Each Proposal must include the following sections marked and titled as follows:

A. TRANSMITTAL LETTER
B. PROGRAMMATIC SUBMISSION
C. INFORMATION TECHNOLOGY AND SYSTEMS
D. LEGAL AND FINANCIAL SECURITY DUE DILIGENCE QUESTIONNAIRE
E. PRICING PROPOSAL

The Information Systems, Legal Financial Security, Financial Operations, and Pricing sections must be separately bound upon submission. Delivery of the completed Proposal must be made to the Sole Point of Contact as follows:

Kelly M. Wiltsie
Department of Human Services
20 South 69th Street, 4th Floor
Upper Darby, PA 19082

Each section of the Proposal must conform with the substantive requirements of Section IV below.

IV. PROPOSAL SECTIONS AND ELEMENTS

A. Transmittal Letter

The Proposal shall include a cover letter ("Transmittal Letter") signed by an individual with authority to bind the BH-MCO to the Subcontract with the County. The Transmittal Letter must include the following information regarding the submitting BH-MCO in the following order:

1. Company Information:

- Company Name
- Home Office Address
- Local Address
- Contact Person and Title
- Contact Person's e-mail address
- Company Title
- Address
- Telephone Number
- Fax Number

Mission. Provide a brief description of the Mission of organization. (LIMIT one half page).

2. Experience. BH-MCO shall identify its behavioral health managed care experience on a shared or full risk basis. Include the following:

- List the duration of each contract, if applicable.
- For contracts that have expired or have been terminated, state the reason for termination or non-renewal.
- Specify all experience as a BH-MCO under the Program.

3. Capacity. Briefly set forth the facts supporting BH-MCO's capacity to carry the services as a BH-MCO under the Program on a shared or full risk basis and the ability to meet the requirements under the Pennsylvania Code. (LIMIT response to 150 words.)

4. Potential Conflicts. BH-MCOs shall disclose in writing any and all possible conflicts of interest and/or relationship(s), which could be viewed as a conflict or potential conflict.

5. Certification. BH-MCO shall certify the following:

- That the BH-MCO's is capable of and willing to perform the services described in this RFP. That BH-MCO shall comply with the applicable DHS HealthChoices Behavioral Health Program Standards and Requirements, as revised as of the date the Proposal is submitted.
- That the BH-MCO, if selected, shall enroll all providers designated by the County as the provider network and shall enter into contracts with providers for the fees designated by the County.
- That neither the BH-MCO nor any entity with which it is affiliated is under suspension or debarment by the Commonwealth of Pennsylvania, any other state, or the federal government.

- That the Agreement to the terms outlined in Section I, Paragraph 5, must be specifically included in the cover letter attached to the Proposal with a statement affirming that this agreement is incorporated into and made part of the Proposal.
- That all the information included in each section of the Proposal (including the Transmittal Letter) is complete and accurate.
- That the BH-MCO shall comply with the attached BH-MCO Non-Solicitation Policy.
- That the BH-MCO meets the *Minimum Eligibility Criteria* set forth in Section 1.B of this RFP.
- That the BH-MCO agrees to, and shall comply with, all the terms and conditions set forth in this RFP.

B. Programmatic Section

Please provide answers to the following requests for information. Direct and succinct answers are requested. Proposals providing brief, clear and direct information will receive preference in scoring.

1. Provide information on all current public sector, managed care contracts. (LIMIT Response to five (5) pages).

- The current numbers and categories of covered lives/members who received the services managed by BH-MCO.
- The type and volume of services managed, paid and/or authorized (specify by type of service).
- The specific functions performed by BH-MCO for each contract, e.g., claims payment, utilization reporting, UM, UR, Quality Assurance.
- For the most recently completed year, please identify the annual revenue for each separate program. Identify the percentage/ratio of capitation spent on medical management, administration and profit.
- The length of each contract, whether each contract was renewed, for any renewals and for the time period during which each was in effect.
- List any contracts that may have been terminated prior to the original expiration date. Specify the reasons for such termination(s). Identify administrative proceedings.
- For each program, provide the contracting entity name, contact person, address, and telephone number for inquiry.

2. Expansion Plan and Timeline (LIMIT Response to ten (10) pages).

- Provide an expansion plan and timeline which shall include significant actions needed for undertaking this project.
- Identify geographical location of the service center, the location of the BH-MCO staff and how these locations will facilitate BH-MCO plans for expansion and responsiveness to the County. Preference will be given to BH-MCO locating in the County, and/or who will co-locate key BH-MCO staff with County staff. Identify staff, by title and job duties only, who will be co-located with County staff.
- Provide the BH-MCO's **current** organizational chart by title only.

- Provide **proposed** organizational chart for the **County** designated staff and percentage of time allotted for the County including:
    - Chief Executive Officer
    - Medical Director
    - Chief Financial Officer
    - Director of Quality Management/Utilization Management
    - Director of Member Services
    - Director of Management Information Systems
    - Director of Complaints and Grievances
    - Director of Network
    - Clinical Supervisors
    - Any other key personnel assigned to this Contract, including the Account Executive for Delaware County (please provide job description for Account Executive)
    - Peer Specialist/Family Member (please provide job description)
- Identify the number of full-time employees, position title, and the percent of time for all the BH-MCO staff that will be devoted to the services and operations under the Program in the County. operations and service
- Describe how key personnel work together for oversight of the service center and how they interface with the County, clients, providers and other participants in the Program.
- Identify outsourced or subcontracts for administrative or clinical functions.
- Describe practices for off-hours coverage.

3. **Program Management, Coordination and Network Strategy. LIMIT Response to twenty (20) pages**.

- Demonstrate BH-MCO's understanding of the County's population, County's Member population and County's public health system.
- Outline no more than three (3) major issues/problems in providing services to County's Member population, as described and identify proposed solutions. (Not to exceed three (3) pages).
- Describe Care Management structure (one (1) page for Adult Care Management and one (1) page for Children's Care Management).
- Demonstrate how key staff will interact with the community. Provide examples of community activities performed, and any recognition the BH-MCO has received for community involvement/development or activities that the BH-MCO has performed to enhance the community.
- Describe how the BH-MCO will or does support Recovery and Resiliency.
- Describe creative efforts to recruit community psychiatrists for your network providers.
- Describe activities that demonstrate good collaborative working relationship with County oversight office.
- Describe integrated/collaborative efforts with other County systems (e.g., school districts, Office of Children and Youth, High Fidelity Wrap-Around, Mental Health, Developmental and Intellectual Disabilities, Drug and Alcohol, and Criminal Justice including Juvenile Probation)
- Describe your efforts to advance peer support, certified recovery specialist, family partners and youth partners.

- Describe the mechanisms that will be used to ensure consistent and appropriate application of the approved medical necessity criteria and ASAM by care managers for both the BH-MCO and the County Care Management Model.
- Describe your effectiveness in communicating with counties and OMHSAS through the rate setting process. Please give example of such.
- Describe member and provider network orientation, development, and ongoing communication. Please provide an example.
- Explain how your administrative portion of the capitated rate will be utilized locally in the County.
- Describe the role of members and their families in the provision of member education and provider services.
- Describe your approach to quality of care concerns, describe the process in which Care Management staff identify issues/concerns with providers and how this is connected to the QI process.
- Describe your process for analyzing and implementing a system of care that is innovative, evidence-based, and cost-effective.
- Describe how provider gaps are identified filled and specialty services verified.
- Explain provider credentialing and re-credentialing requirements and process, including methods of contracting and reimbursement. Discuss means to identify special skills or abilities of providers to serve priority populations.
- Identify the location(s) where the BH-MCO will provide the live answer line to the member services for the County. Describe the methods the BH-MCO will use to train members' services staff and care management staff on access to Program and Non-Program resources within the County.
- Describe what the local presence of the BH-MCO will look like, how it interfaces with the Contractor, Providers, Members, and Community Stakeholders. Describe how the local presence interfaces with the BH-MCO's main headquarters.
- Describe any Systems of Care Partnerships with current County contracts and all related collaborative efforts.
- Describe your strategy for complying with EPSDT requirements that all Medically Necessary services shall must be extended to EPSDT recipients, regardless of whether they are covered by the state Medicaid Plan.
- Describe your capacity to and plans for providing access to care to minors whose needs are not met within the conventional continuum of behavioral health providers, e.g. "high-fidelity wraparound."
- Describe your capacity to and plans for the expansion of onsite crisis providers community-based crisis programs and inpatient programs.
- Describe your capacity to, and plans for, broadening its network to include a variety of providers, including small, non-profit and grass-roots providers, to provide members with a sufficient choice to meet their individualized needs.
- Describe your capacity to, and plans for, broadening your provider networks and ensuring that there are multiple qualified providers in your network that are ready, willing, and able to provide each covered service to County members.

4. Special Populations (LIMIT Response to twenty-five (25) pages).

- Commitment to Diversity. Submit a summary of your organization policy, procedures and practices aimed at increasing diversity in the workforce and encouraging diversity in program design. Specify the types of diversity that are important to organization. Specify the diversity of the MCO workforce. How will commitment to diversity affect the quality of managed care services delivered to the County's clients?
- Provide examples of two (2) Evidenced-Based Practices currently used specifically for the PA HealthChoices public sector managed care programs. Summarize the development process of such practices as well as outcomes achieved.
- Identification of care management processes/structure to address "high risk" members with examples, including criteria used to define "high risk."
- Describe Outreach protocols for the "underserved" populations.
- Identify special initiatives (including processes and procedures to ensure communication with physical health and behavioral health provider) for individuals with:
    - serious mental illness,
    - trauma history,
    - co-occurring disorders - include the percent of BH-MCO staff who are co-occurring certified, and how the use of PCPC is monitored and used in level of care decision making,
    - co-occurring disorders – psychiatric and intellectual disabilities,
    - an autism diagnosis (both child and adolescent and adults)
    - children ages 0-5
    - transition age
    - older adults
    - unique cultural needs.
- Describe services the BH-MCO has developed, in collaboration with county(ies), as alternatives to Adolescent Mental Health Residential Treatment.
- Describe services the BH-MCO has developed, in collaboration with county(ies), as alternatives to IBHS.
- Describe how the BH-MCO has collaborated with providers and County staff to coordinate care for members also receiving county funded services.
- Describe current practices in working with county(ies) on reinvestment/strategic planning needs and opportunities. Please provide applicable examples.
- Describe any Pay for Performance (P4P) programs that have been developed, in collaboration with county(ies), that reward best practice implementation and achievement of mutually agreed upon clinical outcomes
- Describe any co-location, integrated service programs developed that serve to meet both the behavioral and physical health needs of members.
- Describe any wellness programs or prevention activities BH-MCO provides or sponsors.

5. Quality Management (LIMIT Response to twenty-five (25) pages).

- Describe the BH-MCO's quality assurance philosophy and processes and how analysis of data is applied to achieve continuous improvement. Include, at a minimum, how the BH-MCO will monitor the following:

- access standards;
- accuracy and appropriateness, timeliness of authorization determinations;
- quality standards for Individualized Service Plan ("ISP") and treatment planning;
- continuity of care;
- adverse incidents;
- over or under-utilization of services which are the result of the actions of either the consumer, subcontractor, or providers; and grievances and complaints.

- Describe the Quality Management Structure, including table of organization, meeting structures including participants and feedback processes.
- Identify how priorities for the QM workplan are identified.
- Identify all outcome project(s) with a Physical Health BH-MCO(s) and provide a brief description.
- Describe your compliance program and how it interacts with your quality management program.
- Describe the process to inform providers and members of appeal rights; indicate how continuity of service protections will be afforded; and how the process will be monitored.
- Describe the procedure for profiling provider performance. Describe the BH-MCO's areas of emphasis.
- Discuss the process, which will be used to assess and improve member, family, and child and adolescent satisfaction. Include plans for use of consumer and family satisfaction team surveys and description of all other mechanisms which will be utilized.
- Describe the BH-MCO's utilization of outcome measurements and include a detailed description of all metrics used. Identify any additional outcomes measurements, which the BH-MCO has developed and would commit to provide that demonstrate an innovative approach.
- Describe the first- and second- level complaint and grievance process. Describe in detail how member complaints are investigated. Also include total number of complaints in a year and percentage resolved in 30 days broken down by adults and children and total number of member grievances in a year and percentage with decision in 5 days, broken down by adults and children. Please state the percentage of annual grievances which proceed to the second level, broken down by adults and children.
- Describe how the BH-MCO monitors adherence to fidelity for any evidence-based practices utilized.
- Describe the Record Review Process including information on how providers are selected, who is on the review team, how county staff are incorporated, and how the results are incorporated into quality management as well as network processes.
- Specific to the Review Record Process, identify the target number of record reviews to be completed on an annual basis.
- Describe incident management protocols and describe how network providers are trained on reporting requirements. Cite the last training which was conducted and the percentage of attendees of total provider network. Describe the steps taken with providers not reporting incidents.
- Describe how member deaths or other sentinel events are investigated.
- Describe the role the County will play in the quality improvement process and how County specific information is processed and factored into the Quality Management Work Plan.
- Describe a current Population Health Management project or other current outcome project with a Physical Health MCO.
- Describe process for monitoring Care Management and other population health management activities.

- Describe initiatives to reduce seclusion and restraints.
- BH-MCO to provide incentive indicators and awarded amounts for the past 5 years.

6. Compliance and Accountability (LIMIT Response to 10 pages).

- Provide and executive summary of your BH-MCO Compliance Plan, including identification of all Compliance Officers and personnel. Please also provide evidence of OMHSAS approval.
- Describe how the BH-MCO adheres to the PSR of January 1, 2020, as amended and the Federal Recovery Act specific to fraud, waste, and abuse compliance.
- Provide details on how the BH-MCO will ensure compliance with all Federal and State laws and regulations by its enrolled providers.
- Describe tools, techniques, and audits used by the BH-MCO as part of its compliance plan and provide examples.
- Describe tools, techniques, and audits used by BH-MCO to ensure providers adhere to their compliance plans and provide examples.
- Describe how the BH-MCO intends to interact with the County, specifically on compliance matters.
- Describe the position of the BH-MCO Compliance Officer and the provision of independence afforded to the BH-MCO Compliance Officer.

7. <u>Network Adequacy</u>

- <u>Describe BH-MCO's strategies and standards for ensuring an adequate provider network.</u>
- <u>Identify all standards that BH-MCO applies to measure and determine the adequacy of the provider network, including, for example, minimum time-and-distance standards for network adequacy, minimum provider-to-member ratios.</u>
- <u>Describe methods for network adequacy self-audit or self evaluation.</u>
- <u>Identify the methodology of gathering network-adequacy data and the data sets that BH-MCO will maintain and make available to County.</u>

See Attachments Requested at end of this document.

C. <u>Information Technology and Systems</u>

Responses to Sections C through E are to be *separately bound and sealed* and identified throughout with the BH-MCO's name and address.

1. **General Systems design** - briefly describe and limit to one (1) page for each:

- Provide visual of system design that includes applications, web interface, external facing applications, data warehouses, data interfaces and BI products.
- Applications used to process, store and report encounter, enrollment, and claims data with type of processing and interfaces between applications.

- Applications used to integrate member information, authorization tracking, care management, provider rates, and other applications in the system framework.
- Disaster Recovery Plan.
- Claims adjudication and payment: describe how claims are integrated with authorizations, care management systems, benefit codes, member eligibility, coordination of benefits, and provider rates.
- Processes and applications/warehouses utilized to process, store and access source files from OMHSAS. Describe process used to develop statutory reports required by the Program.
- Provide Claims Workflow (EDI and Manual) from receipt to payment, include edits, pends, quality checks, notification (EOB).
- Process used to track eligibility discrepancies and reconcile member enrollment.

2. **Applications/Software Updates and Modifications:** Are developers employees of BH-MCO or subcontractors? Identify subcontractors, years of experience with them, and references. What is the process of initiating changes to completion?

3. **Level of Care Mapping**: Describe how information from the Reporting Classification Chart is used to map authorized and paid services to financial reports.

4. **Member's Rating Group**: Describe how this information is imported into the clinical / claims payment systems. What is the process if member's rating group changes after payment of claim for member occurs?

5. **Reference Files Utilization**: How does the BH-MCO store and utilize the reference files that OMHSAS provides to the Program, i.e. procedure codes, provider reference, eligibility, diagnosis and others. Describe the process of receiving/sending files from and to OMHSAS?

6. **File Processing:** Describe the process of statutory file submissions to OMHSAS, i.e. Complaints/Grievances, PVR, Denial Log, Federalized GA, BH services, 837 encounters, TPL, Quarterly Monitoring, APA, Financial Reports, others. Does BH-MCO subcontract this service?

7. **Eligibility Process**: Describe the process from receipt of daily and monthly file to uploading membership information to the production system. Is there reconciliation between eligibility and capitation files?

8. **Internal Audits**: Describe policies and procedures, responsible for auditing, frequency, variables that are tested. Provide a sample report that summarizes the results of an internal audit.

9. **Human Resources**: Does BH-MCO have confidentiality policies for employees that have access to member information? Is policy acknowledged by employee? Are formal position descriptions maintained?

10. **Provider contracts and rates**: Describe process of input and update of provider rate schedules. What is the provider setup and maintenance process? Who is responsible for authorizing and approving provider rate schedules? What documentation is required before rates are loaded into the system? Are there internal audits conducted on provider contract and rate information? How often? How do care managers identify the need for specialty services, i.e. provider of services to autistic population?

    How is the financial impact of provider rate increases calculated?

Describe any alternate payment arrangements with providers.

11. **Claims Receipt, Batching, Entering and Paying:** Describe the life-cycle of a claim. What controls are in place to ensure that received claims are batched/scanned? Are claims processors trained to adjudicate claims by all types? What controls are in place to ensure that claims are entered into system in timely manner? What edits are in place to ensure that only qualified claims are adjudicated? What reports are available for supervisors to inform them of claims processing operations?

    Provide 2019 and year-to-date Financial Report #8 for all Counties served.

    What options do providers have for submission of claims? What percent of the provider networks submits claims electronically? How are EOBs available to providers?

    Describe adjudication process case rate and alternative payment arrangement claims.

    What is the overall claims denial rate for providers? What are top two reasons for denials? How is high denial rate for specific providers addressed?

    How is the TPL reference file used? Provide (2) most recent reports from Division of TPL Management Care Unit site visits. Describe the cost avoid/recovery process. Are there dedicated processors for each of your counties' claims? Are there claims resolutions staff dedicated to each county?

12. **Fraud and Abuse**: Are claims processors required to receive compliance training? What areas are covered? Is there a Compliance Officer on staff? Who does the Officer report to within the BH-MCO? Job description for Officer? Do you have Compliance Policies and Procedures?

13. **Website**: Describe the interface for providers, members, and customers. What information is available to each? Who maintains the site? How often is the information refreshed?

14. **Business Associate Agreements**: Is the BH-MCO willing to sign a Business Associate Agreement with the County and to follow all HIPAA regulations?

15. **HIPAA Compliance**. Has the BH-MCO implemented reasonable and appropriate safeguards to ensure the privacy and security of protected health information in accordance with HIPAA? Has the BH-MCO completed a Risk Analysis as required by HIPAA? Does the BH-MCO regularly train its employees in all aspects of HIPAA compliance? Provide documentation of the completed Risk Analysis as well as employee training from 2019. Provide documentation of HIPAA risk-management program. Has BH-MCO experienced any breaches (including hacking incidents, theft/loss of equipment) and/or has BH-MCO been the subject of any investigations (federal, state, or otherwise)?

16. **Project Process Workflow**: Describe the process of managing and delivering a data project internally: i.e., update to system for new level of care, or a request for a report on service utilization of a provider.

17. **Encounter Submissions Status**: What is your acceptance rate of 837 files during last 12-month period?

18. **SAS 70:** Provide copy of auditor's scope of services and results of the audit certified by accountant.

19. **Status of Submission of Statutory Reports:** Obtain from OMHSAS a status of report submissions for the last 12 months.

20. **Transition of New County**: Explain how current systems will accommodate new County's business in areas of care management, membership, statutory reporting, claims adjudication, and other requirements under the Program.

21. **Reports**: Provide sample of management reports of program or financial information that would be available to the County and used internally by the BH-MCO management. Provide an example of a specific action – staff training, program development, intervention – implemented to address an issue uncovered in a management report. LIMIT to one (1) page. Provide a list of reports that the BH-MCO developed and uses frequently in the management of the Program.

22. What preparations are being made for the implementation of HIPAA 5010 and ICD-10 requirements?

23. Describe how the BH-MCO intends to monitor the revalidation of Provider Enrollment process.

D. Legal and Financial Security Due Diligence Questionnaire

Note: There will be no limitation on the period during which we may rely on signed opinions of outside counsel of the BH-MCO.

The contents of the response to this Section will become a portion of the basis of the contractual obligations with the County.

1. Organizational Structure and Legal Standing of the Participating BH-MCO

a. Describe your organization's structure and formation; i.e. is it a corporation, partnership, joint venture, limited liability company, etc. Be very specific.

b. Are you a for-profit or not-for-profit entity?

c. If a not-for-profit entity, are you a 501(c)(3) organization or are you qualified under another section of the Internal Revenue Code?

d. If you are not qualified as a not-for-profit entity under the Internal Revenue Code, are you a non-profit entity under state law? If so, what state and specify the statutory provision?

e. If a corporation, in what state are you incorporated?

f. If a limited partnership or other limited liability entity, in what state have you filed your certificates of partnership or formation?

g. In what other states are you registered and qualified to do business?

h. Provide a chart showing your corporate/entity structure including any parent, brother/sister, or subsidiary entities. Identify which entities will be performing functions related to the Program and what those functions will be. Include both administrative and financial security functions.

i. Please provide documentation to support that you are registered to do business in Pennsylvania and that you are in good standing.

j. Identify your representative and/or agent for service of process in each state in which you do business.

2. Ownership and Control

a. Identify all corporations, entities, organizations or individuals that have an ownership, profit-participation or equity interest of 5% or more in any class or classes of equity, in your entity, and the percentages of such ownership.

b. Identify the current officers and directors of your organization. If a partnership, identify the general partner(s) (and any limited partners). If an LLC identify all members and managers. If the general partner is a corporation, identify its shareholders. Make the same identifications for any affiliated entities.

c. List all directors of your entity. For all outside directors describe their other occupational status. For insider directors describe their duties within your organization. Provide the same identification and information for any of your directors that serve as directors for any affiliated or related entities.

d. List all entities and/or organizations with whom you are related and/or affiliated, or, if applicable, parent organizations and/or subsidiaries. Please include in this and subsequent designated responses any entities with which you are currently affiliated and any entities with which you would intend to affiliate, or which you will form or recently have formed, to subcontract with the County if you are awarded the contract. If you have or will form a joint venture, please respond with respect to the joint venture partner and its affiliates. Please identify separately each current and each intended or new affiliate/venture.

e. Describe the history relating to the formation of your entity, including the date of incorporation or formation if an LLC; and if a joint venture, partnership or other entity, the date that such entity was formed.

f. Provide us with a copy of your current by-laws, articles of incorporation or partnership or joint venture agreement. Provide all other governance documents.

3. Equity, Liquidity and Insurance Department Filings

a. Please attach your organization's last two quarters of the Insurance Department (ID) filings and your most recent annual audited ID filing.

b. State your organization's Excess Equity and Liquidity Ratios for each fiscal year as described below**:**

i. Provide your most recent Financial Report # 17 using the formula of Total Equity minus Equity Reserve Requirement.

ii. Provide the following Liquidity Ratios for your organization, and separately for your parent corporation, each for 12/31/19 and 6/30/20, current ratio (current assets/current liabilities); defensive interval (days cash on hand); and total cash/claims liability (IBNR & RBUC).

4. Other dealings with the County and other Counties

a. For the past three years, please describe and list any and all dealings, relationships (contractual or otherwise), whether or not compensated, of your organization or any related or affiliated party with the County at any level for any purpose or function, together with the name(s), and if relevant, the telephone number(s), of your County contact person.

b. Identify all other Counties in Pennsylvania with whom you, an affiliate or related entity has a contractual relationship currently and within the past six (6) years and the nature of the contract and services provided. Advise of the status of all current contracts with other Counties and indicate if any contracts were terminated by action of the county.

5. Outstanding Litigation

a. List all outstanding litigation in which your entity is a defendant (including as a co-defendant or third party or cross claim defendant), and for which the amount of recovery being sought by plaintiff is in excess of $50,000.

b. List all judgments and settlements in excess of $50,000.00 against you in the last two years**.**

6. Financing

a. List and describe in detail all sources of financing including debt, equity, government sources (grants and other), charitable, foundation, private and public.

b. List any outstanding Letters of Credit, performance and/or payment bonds and financial security guarantees, applying to you or an affiliate or related party; the purposes for which issued, amounts drawn, credit issuing entity, relevant terms and dates, and collateral securing said Letters by you and/or third-parties.

c. List all security interest in any of your assets or those of an affiliate or related entity that may affect your assets.

d. List and describe in detail any options, warrants, rights or other instruments or documents that are authorized or issued for equity or an interest your entity.

e. Provide us with a certified audited copy of your two most recent annual financial statements together with a copy of the balance sheet accompanying said audited financial statements.

f. Have you ever submitted a financial statement and an application for credit to any financial entity or institution? If yes, please submit copies of the documents that you have submitted it within the last three years, and describe what credit was issued relating to the application.

g. Provide us with a current audited balance sheet for any parent, affiliate or related entity, corporation, LLC and partnership with respect to your entity.

h. Provide us financial references from your current bank.

i. Provide us with a two-year summary of the aging of all your payables.

j. List all instances in which you are the guarantor, co-maker and/or co-signor of the debt of a third-party or liable under any circumstances, contingent or otherwise, for the debts or liabilities of another (include indemnification provisions).

k. List all third parties that have guaranteed any of your entity's debts and/or third parties that act as co-maker or co-signer of any of your debts.

l. If not contained in other documents please supply us with a list of all outstanding contractual obligations binding entity for an amount in excess of $50,000.

m. Provide you organization's A.M. Best rating for life/health, bond ratings, and Standard & Poor rating.

n. Explain how you will fund your start up operating costs for the Program.

7. Recent Developments and Miscellaneous Information

a. Please describe any recent financial, management or administrative developments involving your entity and/or your parent and affiliated and related parties. For example, have there been or are there anticipated any significant layoffs of personnel, notices or communications from your lenders or

vendors regarding your financial situation and/or debts, debt maturity dates that have been missed or extended, applications or extensions of credit denied/and/or communications from any state, federal or local taxing authority indicating unpaid and delinquent taxes or governmental claims.

b. Please describe your existing compliance plan and program, and provide us with a detailed history of your compliance experience, including any investigations, reviews, audits, notices, claims or communications from any federal or state agency or government, or a third party payor regarding you, your parent, affiliated and/or related entities.

c. Have you or any related or affiliated entity, or if applicable parent entity, been the subject of any government or payor investigation enforcement action, compliance or corporate integrity agreement, debarment or review? If so, please describe the outcome.

d. Have you or any related or affiliated entity or if applicable parent entity had a contract with any federal, state or local government terminated? If so, please describe the circumstances and provide the details.

8. Material Items Not Identified Above

Please describe any material matters, not already provided for in response to the above questions that may affect your organization's ability to perform under a contract with the County now or in the expected future term of such a contract.

F. Pricing Proposal

Responses to Section F are to be *separately bound and sealed* and identified throughout with the BH-MCO's name and address.

Utilizing the materials included in Exhibits A and B of this RFP, complete the Pricing Proposal form below. The County has proposed a risk arrangement consistent with its current model (Exhibit A), which the BH-MCO must address in its response. Utilizing the Capitation Rate Calculation Form (Exhibit B) that includes 2019 revenue and medical costs, submit proposed amounts for the BH-MCO's administrative costs, clinical care/medical management costs, and profit.

Proposed Pricing for BH-MCO	
Vendor:	
Function	2020/2021 Cost PMPM
Member Services	
Provider Relations	
Education and Outreach	
Care Management	
Credentialing	
Claims	
Information Technology	
Grievance and Appeal	
Finance	
Profit	

The information given will be used as a basis of negotiation in this Proposal.

If BH-MCO wishes to propose an alternate pricing model please complete this form in addition to the proposed alternative. Note that medical costs are projected based on audited expenditures for the 2014 year.

BH-MCO Proposed Risk Arrangement. In addition to providing pricing for a full risk arrangement, the BH-MCOs are instructed to provide pricing for a term for any alternative risk scenario(s) described in the BH-MCO's Proposal. Your prices should be stated as a per member per month amount (PMPM). Incorporate any proposals regarding an incentive program to be included as part of the alternative risk scenario(s).

EXHIBIT A

Delaware County FY 19-20 Forecast Totals
Capitation Rate Calculation Sheet (CRCS)

County Delaware
Rating Period 7/1/2020 to 6/30/2021
Rating Group All Groups Commonwealth Estimated Member Months
County Estimated Member Months

	Category of Service			PMPM
	Net Capitation Revenue			$
1	I/P Psych		$	
2	I/P D&A		$	
3	Non-Hosp D&A		$	
4	O/P Psych		$	
5	O/P D&A		$	
6	BH Rehab Svcs		$	
7	RTF JCAHO		$	
8	RTF Non-JCAHO		$	
9	Ancillary Support		$	
10	Community Support		$	
11	Other (Total of a through e)		$	
a)	Stop Loss Reinsurance			
b)	All Other			
12	Total Medical (projected)		$	$
		% of Premium		
a)	MCO General Administration	%		
b)	MCO Clinical Care/Medical Management	%		
c)	MCO Profit	%		
d)	County Administration and Potential Reinvestment			

Signature

Name Title
Organization

1. BH-MCO to complete
2. County completed based on projections

EXHIBIT B

Current Delaware County Risk Arrangement Model

For Contract:	FY20-21 (3/25/20)	
	PMPM	%
Gross Capitation	$	
MCO Assessment	($	
Net DHS Payment	$	
MCO Non-Benefit Load		0.00%
Stop Loss Reinsurance ($0.38+ 2.38% taxes)		%
County Non-Benefit Load		%
Performance initiative		%
Medical Cost Threshold		%
State funding for Medical		
Use Medical for Admin		
Medical Threshold for Initiative *	$0.00	0.00%
Risk Attachment Point of 106%	$0.00	0.00%

***No initiative if Medical Expenses exceed this threshold.**

Member Months ___

EXHIBIT C

BH-MCO NON-SOLICITATION POLICY

This BH-MCO Non-Solicitation Policy (the "Policy") shall become a mandatory provision in any BH-MCO Subcontract entered into by Behavioral Health Services of County of Delaware("County") for its HealthChoices Program (the "Program"). For the purposes of this Policy, a BH-MCO includes in addition to itself, any of its parent, affiliated and/or related entities, subsidiaries, divisions, subcontractors, joint venture entities and members of such joint ventures, equity holders, and all successors and assigns of all such entities.

1. During the Non-Solicitation Period (hereinafter defined), the BH-MCO shall not by itself or through another, solicit any employee of COUNTY to provide services to or to become employed by the BH-MCO, nor shall the BH-MCO employ, contract, hire and/or retain in any manner the County employee for said period unless otherwise determined by the County Executive.

2. It is the expressed intent of the County (and acknowledged by the BH-MCO) that the County and the Program has bona fide legitimate public, commercial and professional interests to protect by this Policy, and in recognition of such interests, the BH-MCO agrees that the time frame specified in Section A of this Policy is necessary and properly required for the protection of the legitimate interests of the County and the Program. In the event that the time frame in Section A is deemed by a court to be unenforceable, then each party hereto agrees to a reduction in the time frame to the maximum period of time the court deems reasonable.

3. In the event the BH-MCO violates the provisions of this Policy, then the time frame of Section A shall be extended for a period equal to the period of time during which such breach or breaches occurred; and, in the event the County should be required to seek relief from such breach, then the time frame shall be extended for a period of time equal to that of the pendency of such proceedings, including all appeals.

4. The BH-MCO acknowledges that the violation of the provision of Section A will give rise to irreparable injury to the County and the Program, which cannot be adequately compensated by damages. Accordingly, the County reserves its right to seek and obtain injunctive or other equitable relief for the breach or threatened breach of this Policy, in addition to any other legal remedies, which may be available.

5. The BH-MCO hereby expressly waives any right to assert, as an affirmative claim, counterclaim or defense to the enforcement of this Policy, that the provisions are unreasonable, unnecessary, vague or unenforceable, in whole or in part or that there is a failure of consideration, in the event proceedings are instituted.

6. Notwithstanding anything stated herein to the contrary, and without prejudice to the granting of equitable relief, which is acknowledged by the BH-MCO, in the event that the County deems it necessary to institute or defend any action arising from this Policy, the BH-MCO expressly agrees and shall be bound, without right of setoff, to reimburse the County for all reasonable costs and expenses, including attorney fees, incurred as a consequence of the

enforcement or defense.

7. As used in this Policy, "Non-Solicitation Period" shall mean both of the following:
   i. The period beginning the date the BH-MCO submits a Proposal in response to the RFP until the date the County makes its selection of a BH-MCO to enter into a Subcontract; and
   ii. With respect to the BH-MCO selected, the period from the date of BH-MCO's selection through the date exactly two (2) years after end of the term of the Subcontract (including any renewals and/or extensions thereof) irrespective of the reasons for the Subcontract's expiration or termination

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[1] All capitalized terms herein not otherwise defined shall have the definition as set forth in the RFP.

EXHIBIT D
COUNTY OF DELAWARE CONDITIONS

A. TAXES

- The PROVIDER hereby certifies, as a condition precedent to the execution of this contract and as an inducement for the COUNTY to execute same, that it is not "delinquent" on any taxes owed to the COUNTY. "Delinquent" is hereby defined as the point in time at which the collection of the tax becomes the responsibility of the Delaware County Tax Claim Bureau.

- The PROVIDER further agrees, as a specific condition of this contract, that it shall remain current on all of the taxes it owes to the COUNTY. Should the PROVIDER become delinquent on any taxes it owes to the COUNTY during the term of this contract, the PROVIDER may be deemed to be in breach of this contract by the COUNTY and, in addition to any other remedies at law for such breach, the PROVIDER hereby specifically agrees and authorizes the COUNTY to apply all funds when due to the PROVIDER directly to the taxes owed to the COUNTY until said taxes are paid in full.

- In the event the PROVIDER becomes delinquent, it hereby authorizes the COUNTY to make payments to the taxing authority for the COUNTY to bring the PROVIDER'S county taxes current.

B. COMPENSATION

The PROVIDER hereto agrees that any and all payments due from the COUNTY as required under the terms of this contract, are contingent upon the availability of the appropriated funds. If any or all of the funds which are due to the PROVIDER emanate from State or Federal sources, payment is also contingent upon the COUNTY receiving such moneys from the State or Federal Government.

C. UNDUE INFLUENCE

The PROVIDER agrees not to hire any COUNTY Personnel who may exercise or has exercised discretion in the awarding, administration, or continuance of this contract for up to and including one year following the termination of the employee from COUNTY service. Failure to abide by this provision shall constitute a breach of this contract.

D. NON-DISCRIMINATION CLAUSE

In carrying out the terms of this Agreement, both parties agree not to discriminate against any employee or client or other person on account of race, color, religion, gender, national origin, age, marital status, political affiliation, sexual orientation, gender identity or expression, or physical or mental disabilities as set forth in the Americans With Disabilities Act of 1990. PROVIDER and COUNTY shall comply with the Contract Compliance Regulations of the Pennsylvania Human Relations Commission, 16 Pa. Code Chapter 49, with any pertinent Executive Order of the Governor and with all laws prohibiting discrimination in hiring or employment opportunities.

The provisions of this section must also be included in any sub-contract PROVIDER enters into to perform the scope of this Agreement.

RIGHT-TO-KNOW

I. PROVIDER understands that this Agreement and records related to or arising out of this Agreement are subject to requests made pursuant to the Pennsylvania Right-to-Know Law, 65 P.S. Sections 67.101-3104, ("RTKL").

II. If the COUNTY needs PROVIDER'S assistance in any matter arising out of the RTKL related to this Agreement, COUNTY shall notify PROVIDER using the legal contact information provided in this Agreement. PROVIDER, at any time, may designate a different contact for such purpose upon reasonable prior written notice to COUNTY.

III. Upon written notification from the COUNTY that it requires PROVIDER's assistance in responding to a request under the RTKL for information related to this Agreement that may be in PROVIDER's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), PROVIDER shall: (1) provide the COUNTY, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in PROVIDER's possession arising out of this Agreement that the COUNTY reasonably believes is Requested Information and may be a public record under the RTKL; and (2) provide such other assistance as the COUNTY may reasonably request, in order to comply with the RTKL with respect to this Agreement.

IV. If PROVIDER considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that PROVIDER considers exempt from production under the RTKL, PROVIDER must notify the COUNTY and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of PROVIDER explaining why the requested material is exempt from public disclosure under the RTKL.

V. The COUNTY will rely upon the written statement from PROVIDER in denying a RTKL request for the Requested Information unless the COUNTY determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the COUNTY determine that the Requested Information is clearly not exempt from disclosure, PROVIDER shall provide the Requested Information within five (5) business days of receipt of written notification of the COUNTY's determination.

VI. PROVIDER fails to provide the Requested Information within the time period required by these provisions, PROVIDER shall indemnify and hold the COUNTY harmless for any damages, penalties, costs, detriment or harm, including attorney's fees, that the COUNTY may incur as a result of PROVIDER's failure , including any statutory damages assessed against the COUNTY.

VII. The COUNTY will reimburse PROVIDER for costs associated with complying with those provisions only to the extent allowed under the fee schedule established by the Office of Open Records.

VIII. PROVIDER may file a legal challenge to any COUNTY decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts; however, PROVIDER shall indemnify the COUNTY for any attorney's fees and costs incurred by the COUNTY as a result of such a challenge and shall hold the COUNTY harmless for any damages, penalties, costs, detriment or harm that the COUNTY may incur as a result of PROVIDER's actions, including any statutory damages assessed against the COUNTY, regardless of the outcome of such legal challenge. As between the parties, PROVIDER agrees to waive all rights or remedies that may be available to it as a result of the COUNTY's disclosure of Requested Information pursuant to the RTKL.

IX. PROVIDER agrees to comply with any final decision of either the Office of Open Records or the Pennsylvania Unified Judicial System concerning RTKL related matters.

PROVIDER's duties relating to the RTKL are continuing duties that survive the expiration of this Agreement and shall continue as long as PROVIDER has Requested Information in its possession.