



**Office of State Procurement
PROACT Contract Certification of Approval**

**This certificate serves as confirmation that the Office of State Procurement
has reviewed and approved the contract referenced below.**

Reference Number: 2000450536

Vendor: Island Peer Review Organization, Inc. (IPRO)

Description: To serve as the State External Quality Review Organization (EQRO)

Approved By: Elizabeth Kunjappy

Approval Date: 12/02/2019

The above referenced number has been assigned by this office and will be used as identification for the approved contract. Please use this number when referring to the contract in any future correspondence or amendment(s).

The Internal Revenue Service (IRS) may find that this contract creates an employment relationship between your agency and the contractor. You should be advised that your agency is responsible for all taxes and penalties if such a finding is forthcoming. It is incumbent upon your agency to determine if an employee/employer relationship exists. Your agency must make the appropriate withholdings in accordance with law and IRS regulations, if applicable.

CONTRACT BETWEEN STATE OF LOUISIANA
LOUISIANA DEPARTMENT OF HEALTH

LAGOV: 2000450536

LDH: 062494

Agency # 305

BHSF

Bureau of Health Services Financing

AND

Island Peer Review Organization, Inc.

FOR

☐ Personal Service ☐ Professional Service ☒ Consulting Services ☐ Social Services ☐ Governmental (State/Agency) ☐ Governmental (Local)

RFP NUMBER (if applicable): 3000011955

1) Contractor (Registered Legal Name) Island Peer Review Organization, Inc.	5) Federal Employer Tax ID# 11266268900	State LDR Account # 1569409-001
2) Street Address 1979 Marcus Avenue	6) Parish(es) Served ST	Statewide
City Lake Success	State NY	Zip Code 11042-1072
3) Telephone Number 516-209-5563	7) License or Certification # n/a	
4) Mailing Address (if different) "Same"	8) Contractor Status	
City	State	Zip Code
Subrecipient: <input type="checkbox"/> Yes <input type="checkbox"/> No		
Corporation: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
For Profit: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Publicly Traded: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
8a) CFDA#(Federal Grant #)		

9) Brief Description Of Services To Be Provided:

The Contractor will serve as the External Quality Review Organization (EQRO) for the Louisiana Department of Health to perform independent external quality review (EQR) services that consist of mandatory and optional activities as outlined in the Code of Federal Regulations (CFR) Title 42 CFR § 438 Subpart E. The Contractor will provide analysis and evaluation of aggregated data and information on quality, accessibility, and timeliness of services provided by contracted Medicaid Managed Care Organizations (MCO), a Dental Prepaid Ambulatory Health Plan (PAHP), and a Behavioral Health Prepaid Inpatient Health Plan (PIHP) for eligible Medicaid enrollees

10) Effective Date 09-01-2019	11) Termination Date 08-31-2022
12) Maximum Contract Amount \$5,041,360.42	
13) Estimated Amounts by Fiscal Year SFY20 \$1,489,360.32, SFY21 \$1,656,683.91SFY22 \$1,856,001.59 SFY23 \$39,314.60	

14) Terms of Payment

If progress and/or completion of services are provided to the satisfaction of the initiating Office/Facility, payments are to be made as follows:

Payments will be made to the Contractor after the State approves in writing the work performed and the submitted invoice. Payment will be made only after the LDH BHSF designee approves the invoice and deliverables. The Contractor shall submit invoices by the fifteenth (15th) of each month with the appropriate documentation including separation of administrative and professional activities for purposes of Federal Match Identification. The Contract Year Payment will be calculated according to the number of contracted managed care entities and the appropriate Unit Cost outlined in the Fee Schedule (please see Attachment 3 for Fee Schedule and Additional Terms of Payment). A retainage fee of ten percent (10%) shall be withheld from each approved invoice

Contractor obligated to submit final invoices to Agency within fifteen (15) days after termination of contract.

PAYMENT WILL BE MADE ONLY UPON APPROVAL OF:	First Name Michael	Last Name Boutte
	Title Medicaid Quality Deputy Director	Phone Number 225-342-0327

15) Special or Additional Provisions which are incorporated herein, if any (IF NECESSARY, ATTACH SEPARATE SHEET AND REFERENCE):

Attachment A: HIPAA Addendum
Attachment B: Statement of Work
Attachment C: Fee Schedule and Additional Terms of Payment

Exhibit 1: Board Resolution
Exhibit 2: Multi Year Letter
Exhibit 3: Out of State Justification
Exhibit 4: Certificate of Authority
Exhibit 5: Resume
Exhibit 6: Late Letter



Reset

Attachment:HIPAA Addendum
Attachment:Standard Provisions
Attachment:Special Provisions
Attachment:Statement of Work
Attachment:Fee Schedule
Attachment:Budget
Attachment:
Exhibit:Board Resolution
Exhibit:Disclosure of Ownership
Exhibit:Multi Year Letter
Exhibit:Late Letter
Exhibit:Out of State Justification
Exhibit:Certificate of Authority
Exhibit:Resume
Exhibit:License
Exhibit:

During the performance of this contract, the Contractor hereby agrees to the following terms and conditions:

1. **Discrimination Clause:** Contractor hereby agrees to abide by the requirements of the following as applicable: Titles VI and VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972; the Vietnam Era Veterans' Readjustment Assistance Act of 1974; Americans with Disabilities Act of 1990; the Rehabilitation Act of 1973; Federal Executive Order 11246 as amended; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Fair Housing Act of 1968; and all applicable requirements imposed by or pursuant to the regulations of the U. S. Department of Health and Human Services.

Contractor agrees not to discriminate in the rendering of services to and/or employment of individuals because of race, color, religion, sex, sexual orientation, age, national origin, disability, political affiliation, veteran status, or any other non-merit factor. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of this contract.

2. **Confidentiality:** Contractor shall abide by the laws and regulations concerning confidentiality which safeguard information and the patient/client confidentiality. Information obtained shall not be used in any manner except as necessary for the proper discharge of Contractor's obligations. (The Contractor shall establish, subject to review and approval of the Department, confidentiality rules and facility access procedures.)
3. **Auditors:** The State Legislative Auditor, Office of the Governor, Division of Administration, and Department Auditors or those designated by the Department shall have the option of auditing all accounts pertaining to this contract during the contract and for a five year period following final payment. Contractor grants to the State of Louisiana, through the Office of the Legislative Auditor, Louisiana Department of Health, and Inspector General's Office, Federal Government and/or other such officially designated body the right to inspect and review all books and records pertaining to services rendered under this contract, and further agrees to guidelines for fiscal administration as may be promulgated by the Department. Records will be made available during normal working hours.

Contractor shall comply with federal and state laws and/or LDH Policy requiring an audit of the Contractor's operation as a whole or of specific program activities. Audit reports shall be sent within thirty (30) days after the completion of the audit, but no later than six (6) months after the end of the audit period. If an audit is performed within the contract period, for any period, four (4) copies of the audit report shall be sent to the Louisiana Department of Health, Attention: **Division of Fiscal Management, P.O. Box 91117, Baton Rouge, LA 70821-3797** and one (1) copy of the audit shall be sent to the **originating LDH Office**.

4. **Record Retention:** Contractor agrees to retain all books, records and other documents relevant to the contract and funds expended thereunder for at least four (4) years after final payment or as prescribed in 45 CFR 74:53 (b) whichever is longer. Contractor shall make available to the Department such records within thirty (30) days of the Department's written request and shall deliver such records to the Department's central office in Baton Rouge, Louisiana, all without expense to the Department. Contractor shall allow the Department to inspect, audit or copy records at the contractor's site, without expense to the Department.
5. **Record Ownership:** All records, reports, documents and other material delivered or transmitted to Contractor by the Department shall remain the property of the Department, and shall be returned by Contractor to the Department, at Contractor's expense, at termination or expiration of this contract. All records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the Department, and shall, upon request, be returned by Contractor to the Department, at Contractor's expense, at termination or expiration of this contract.
6. **Nonassignability:** Contractor shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or novation), without written consent of the Department thereto, provided, however, that claims for money due or to become due to Contractor from the Department under this contract may be assigned to a bank, trust company or other financial institution without advanced approval. Notice of any such assignment or transfer shall be promptly furnished to the Department and the Division of Administration, Office of State Procurement.
7. **Taxes:** Contractor hereby agrees that the responsibility for payment of taxes from the funds received under this contract shall be Contractor's. The Contractor assumes responsibility for its personnel providing services hereunder and shall make all deductions for withholding taxes, and contributions for unemployment compensation funds.
8. **Insurance:** Contractor shall obtain and maintain during the contract term all necessary insurance including automobile insurance, workers' compensation insurance, and general liability insurance. The required insurances shall protect the Contractor, the Louisiana Department of Health, and the State of Louisiana from all claims related to Contractor's performance of this contract. Certificates of Insurance shall be filed with the Department for approval. Said policies shall not be canceled, permitted to expire, or be changed without thirty (30) days advance written notice to the Department. Commercial General Liability Insurance shall provide protection during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as claims for property damages, with combined single limits prescribed by the Department.
9. **Travel:** In cases where travel and related expenses are required to be identified separate from the fee for services, such costs shall be in accordance with State Travel Regulations. The contract contains a maximum compensation which shall be inclusive of all charges including fees and travel expenses.
10. **Political Activities:** No funds provided herein shall be used to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition or any election ballot or a proposition or matter having the effect of law being considered by the Legislature or any local governing authority. Contracts with individuals shall be exempt from this provision.
11. **State Employment:** Should Contractor become an employee of the classified or unclassified service of the State of Louisiana during the effective period of the contract, Contractor must notify his/her appointing authority of any existing contract with State of Louisiana and notify the contracting office of any additional state employment. This is applicable only to contracts with individuals.
12. **Ownership of Proprietary Data:** All non-third party software and source code, records, reports, documents and other material delivered or transmitted to Contractor by State shall remain the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract. All non-third party software and source code, records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract.

13. **Subcontracting:** Contractor shall not enter into any subcontract for work or services contemplated under this contract without obtaining prior written approval of the Department. Any subcontracts approved by the Department shall be subject to conditions and provisions as the Department may deem necessary; provided, however, that notwithstanding the foregoing, unless otherwise provided in this contract, such prior written approval shall not be required for the purchase by the contractor of and services which are incidental but necessary for the performance of the work required under this contract.

No subcontract shall relieve the Contractor of the responsibility for the performance of contractual obligations described herein.

14. **Conflict of Interest:** Contractor warrants that no person and no entity providing services pursuant to this contract on behalf of Contractor or any subcontractor is prohibited from providing such services by the provisions of R.S. 42:1113.
15. **Unauthorized Services:** No claim for services furnished or requested for reimbursement by Contractor, not provided for in this contract, shall be allowed by the Department. In the event the Department determines that certain costs which have been reimbursed to Contractor pursuant to this or previous contracts are not allowable, the Department shall have the right to set off and withhold said amounts from any amount due the Contractor under this contract for costs that are allowable.
16. **Fiscal Funding:** This contract is subject to and conditioned upon the availability and appropriation of Federal and/or State funds; and no liability or obligation for payment will develop between the parties until the contract has been approved by required authorities of the Department; and, if contract exceeds \$2,000, the Division of Administration, Office of State Procurement.

The continuation of this contract is contingent upon the appropriation of funds from the legislature to fulfill the requirements of the contract. If the Legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

17. **State and Federal Funding Requirements:** Contractor shall comply with all applicable requirements of state or federal laws or regulations relating to Contractor's receipt of state or federal funds under this contract.

If Contractor is a "subrecipient" of federal funds under this contract, as defined in 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), Contractor shall comply with all applicable requirements of 2 CFR Part 200, including but not limited to the following:

- Contractor must disclose any potential conflict of interest to the Department and the federal awarding agency as required by 2 CFR §200.112.
- Contractor must disclose to the Department and the federal awarding agency, timely and in writing, all violations of federal criminal laws that may affect the federal award, as required by 2 CFR §200.113.
- Contractor must safeguard protected personally identifiable information and other sensitive information, as required by 2 CFR §200.303.
- Contractor must have and follow written procurement standards and procedures in compliance with federally approved methods of procurement, as required by 2 CFR §§200.317 - 200.326.
- Contractor must comply with the audit requirements set forth in 2 CFR §§200.501 - 200.521, as applicable, including but not limited to:
 - o Electronic submission of data and reports to the Federal Audit Clearinghouse (FAC) (2 CFR §200.512(d)).
 - o Ensuring that reports do not include protected personally identifiable information (2 CFR §200.512(a)(2)).

Notwithstanding the provisions of paragraph 3 (Auditors) of these Terms and Conditions, copies of audit reports for audits conducted pursuant to 2 CFR Part 200 shall not be required to be sent to the Department.

18. **Amendments:** Any alteration, variation, modification, or waiver of provisions of this contract shall be valid only when reduced to writing, as an amendment duly signed, and approved by required authorities of the Department; and, if the contract exceeds \$2,000, by the Division of Administration, Office of State Procurement. Budget revisions approved by both parties in cost reimbursement contracts do not require an amendment if the revision only involves the realignment of monies between originally approved cost categories.
19. **Non-Infringement:** Contractor will warrant all materials, products and/or services produced hereunder will not infringe upon or violate any patent, copyright, trade secret, or other proprietary right of any third party. In the event of any such claim by any third party against LDH, the Department shall promptly notify Contractor in writing and Contractor shall defend such claim in LDH's name, but at Contractor's expense and shall indemnify and hold harmless LDH against any loss, expense or liability arising out of such claim, whether or not such claim is successful. This provision is not applicable to contracts with physicians, psychiatrists, psychologists or other allied health providers solely for medical services.
20. **Purchased Equipment:** Any equipment purchased under this contract remains the property of the Contractor for the period this contract and future continuing contracts for the provision of the same services. Contractor must submit vendor invoice with reimbursement request. For the purpose of this contract, equipment is defined as any tangible, durable property having a useful life of at least (1) year and acquisition cost of \$1000.00 or more. The contractor has the responsibility to submit to the Contract Monitor an inventory list of LDH equipment items when acquired under the contract and any additions to the listing as they occur. Contractor will submit an updated, complete inventory list on a quarterly basis to the Contract Monitor. Contractor agrees that upon termination of contracted services, the equipment purchased under this contract reverts to the Department. Contractor agrees to deliver any such equipment to the Department within 30 days of termination of services.
21. **Indemnity:** Contractor agrees to protect, indemnify and hold harmless the State of Louisiana, LDH, from all claims for damages, costs, expenses and attorney fees arising in contract or tort from this contract or from any acts or omissions of Contractor's agents, employees, officers or clients, including premises liability and including any claim based on any theory of strict liability. This provision does not apply to actions or omissions for which R.S. 40:1237.1 et seq. provides malpractice coverage to the Contractor, nor claims related to treatment and performance of evaluations of persons when such persons cause harm to third parties (R.S. 13:5108.1(E)). Further, it does not apply to premises liability when the services are being performed on premises owned and operated by LDH.

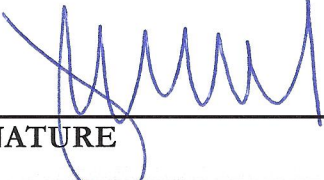
22. **Severability:** Any provision of this contract is severable if that provision is in violation of the laws of the State of Louisiana or the United States, or becomes inoperative due to changes in State and Federal law, or applicable State or Federal regulations.
23. **Entire Agreement:** Contractor agrees that the current contract supersedes all previous contracts, negotiations, and all other communications between the parties with respect to the subject matter of the current contract.
24. **E-Verify:** Contractor acknowledges and agrees to comply with the provision of R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under this contract.
25. **Remedies for Default:** Any claim or controversy arising out of this contract shall be resolved by the provisions of R.S. 39:1672.2-1672.4.
26. **Governing Law:** This contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, and specifications listed in the RFP (if applicable); and this Contract.
27. **Contractor's Cooperation:** The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the state when requested. This applies even if this Contract is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit or shall not withhold State owned documents.
28. **Continuing Obligation:** Contractor has a continuing obligation to disclose any suspension or debarment by any government entity, including but not limited to the General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future contracts.
29. **Eligibility Status:** Contractor and each tier of Subcontractors, shall certify that it is not excluded, disqualified, disbarred, or suspended from contracting with or receiving federal funds or grants from the Federal Government. Contractor and each tier of Subcontractors shall certify that it is not on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24CFR Part 24, and "NonProcurement Debarment and Suspension" set forth at 2CFR Part 2424.
30. **Act 211 Taxes Clause:** In accordance with R.S. 39:1624(A)(10), the Louisiana Department of Revenue must determine that the prospective contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue prior to the approval of this contract by the Office of State Procurement. The prospective contractor hereby attests to its current and/or prospective compliance, and agrees to provide its seven-digit LDR Account Number to LDH so that the prospective contractor's tax payment compliance status may be verified. The prospective contractor further acknowledges understanding that issuance of a tax clearance certificate by the Louisiana Department of Revenue is a necessary precondition to the approval and effectiveness of this contract by the Office of State Procurement. LDH reserves the right to withdraw its consent to this contract without penalty and proceed with alternate arrangements should the vendor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) business days of such notification.
31. **Termination for Cause:** The Department may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided that the Department shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the Department may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the Department to comply with the terms and conditions of this contract; provided that the Contractor shall give the Department written notice specifying the Department's failure and a reasonable opportunity for the state to cure the defect.
32. **Termination for Convenience:** The Department may terminate this Contract at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.
33. **Prohibition of Discriminatory Boycotts of Israel:** In accordance with La. R.S. 39:1602.1, for any contract for \$100,000 or more and for any contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this contract, refrain from a boycott of Israel. The State reserves the right to terminate this contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the contract.
34. **Countersignature:** This contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.
35. **No Employment Relationship:** Nothing in this Agreement shall be construed to create an employment or agency relationship, partnership or joint venture between the employees, agents, or subcontractors of the Contractor and the State of Louisiana.
36. **Venue:** Venue for any action brought with regard to this Agreement shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.
37. **Commissioner's Statements:** Statements, acts and omissions made by or on behalf of the Commissioner of Administration regarding the RFP or RFP process, this Contract, any Contractor and/or any subcontractor of the Contractor shall not be deemed a conflict of interest when the Commissioner is discharging his duties and responsibilities under law, including, but not limited, to the Commissioner of Administration's authority in procurement matters.
38. **Order of Precedence Clause:** In the event of any inconsistent or incompatible provisions in an agreement which resulted from an RFP, this signed Agreement (excluding the RFP and Contractor's proposal) shall take precedence, followed by the provisions of the RFP, and then by the terms of the Contractor's proposal. *This Order of Precedence Clause applies only to contracts that resulted from an RFP.*

SIGNATURES TO FOLLOW ON THE NEXT PAGE

THIS CONTRACT CONTAINS OR HAS ATTACHED HERETO ALL THE TERMS AND CONDITIONS AGREED UPON BY THE CONTRACTING PARTIES. IN WITNESS THEREOF, THIS CONTRACT IS SIGNED ON THE DATE INDICATED BELOW.

Island Peer Review Organization, Inc.

STATE OF LOUISIANA
LOUISIANA DEPARTMENT OF HEALTH


SIGNATURE
Theodore O. Will, MPA

10/22/19
DATE
NAME
Chief Executive Officer

TITLE

SIGNATURE
DATE

NAME


TITLE

SIGNATURE
DATE

NAME
Secretary, Louisiana Department of Health or Designee

TITLE

Bureau of Health Services Financing


SIGNATURE
Jen Steele

10/28/19
DATE
NAME
Medicaid Director

TITLE

HIPAA Business Associate Addendum

This HIPAA Business Associate Addendum is hereby made a part of this contract in its entirety as Attachment _____ to the contract.

1. The Louisiana Department of Health ("LDH") is a Covered Entity, as that term is defined herein, because it functions as a health plan and as a health care provider that transmits health information in electronic form.
2. Contractor is a Business Associate of LDH, as that term is defined herein, because contractor either: (a) creates, receives, maintains, or transmits PHI for or on behalf of LDH; or (b) provides legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial services for LDH involving the disclosure of PHI.
3. Definitions: As used in this addendum –
 - a. The term "HIPAA Rules" refers to the federal regulations known as the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules, found at 45 C.F.R. Parts 160 and 164, which were originally promulgated by the U. S. Department of Health and Human Services (LDHS) pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") of 1996 and were subsequently amended pursuant to the Health Information Technology for Economic and Clinical Health ("HITECH") Act of the American Recovery and Reinvestment Act of 2009.
 - b. The terms "Business Associate", "Covered Entity", "disclosure", "electronic protected health information" ("electronic PHI"), "health care provider", "health information", "health plan", "protected health information" ("PHI"), "subcontractor", and "use" have the same meaning as set forth in 45 C.F.R. § 160.103.
 - c. The term "security incident" has the same meaning as set forth in 45 C.F.R. § 164.304.
 - d. The terms "breach" and "unsecured protected health information" ("unsecured PHI") have the same meaning as set forth in 45 C.F.R. § 164.402.
4. Contractor and its agents, employees and subcontractors shall comply with all applicable requirements of the HIPAA Rules and shall maintain the confidentiality of all PHI obtained by them pursuant to this contract and addendum as required by the HIPAA Rules and by this contract and addendum.
5. Contractor shall use or disclose PHI solely: (a) for meeting its obligations under the contract; or (b) as required by law, rule or regulation (including the HIPAA Rules) or as otherwise required or permitted by this contract and addendum.
6. Contractor shall implement and utilize all appropriate safeguards to prevent any use or disclosure of PHI not required or permitted by this contract and addendum, including administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of LDH.
7. In accordance with 45 C.F.R. § 164.502(e)(1)(ii) and (if applicable) § 164.308(b)(2), contractor shall ensure that any agents, employees, subcontractors or others that create, receive, maintain, or transmit PHI on behalf of contractor agree to the same restrictions, conditions and requirements that apply to contractor with respect to such information, and it shall ensure that they implement reasonable and appropriate safeguards to protect such information. Contractor shall take all reasonable steps to ensure that its agents', employees' or subcontractors' actions or omissions do not cause contractor to violate this contract and addendum.
8. Contractor shall, within three (3) days of becoming aware of any use or disclosure of PHI, other than as permitted by this contract and addendum, report such disclosure in writing to the person(s) named in section 14 (Terms of Payment), page 1 of the CF-1. Disclosures which must be reported by contractor include, but are not limited to, any security incident, any breach of unsecured PHI, and any "breach of the security system" as defined in the Louisiana Database Security Breach Notification Law, La.R.S. 51:3071 *et seq.* At the option of LDH, any harm or damage resulting from any use or disclosure which violates this contract and addendum shall be mitigated, to the extent practicable, either: (a) by contractor at its own expense; or (b) by LDH, in which case contractor shall reimburse LDH for all expenses that LDH is required to incur in undertaking such mitigation activities.
9. To the extent that contractor is to carry out one or more of LDH's obligations under 45 C.F.R. Part 164, Subpart E, contractor shall comply with the requirements of Subpart E that apply to LDH in the performance of such obligation(s).
10. Contractor shall make available such information in its possession which is required for LDH to provide an accounting of disclosures in accordance with 45 CFR § 164.528. In the event that a request for accounting is made directly to contractor, contractor shall forward such request to LDH within two (2) days of such receipt. Contractor shall implement an appropriate record keeping process to enable it to comply with the requirements of this provision. Contractor shall maintain data on all disclosures of PHI for which accounting is required by 45 CFR § 164.528 for at least six (6) years after the date of the last such disclosure.
11. Contractor shall make PHI available to LDH upon request in accordance with 45 CFR § 164.524.
12. Contractor shall make PHI available to LDH upon request for amendment and shall incorporate any amendments to PHI in accordance with 45 CFR § 164.526.
13. Contractor shall make its internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by contractor on behalf of LDH available to the Secretary of the U. S. LDHS for purposes of determining LDH's compliance with the HIPAA Rules.
14. Contractor shall indemnify and hold LDH harmless from and against any and all liabilities, claims for damages, costs, expenses and attorneys' fees resulting from any violation of this addendum by contractor or by its agents, employees or subcontractors, without regard to any limitation or exclusion of damages provision otherwise set forth in the contract.
15. The parties agree that the legal relationship between LDH and contractor is strictly an independent contractor relationship. Nothing in this contract and addendum shall be deemed to create a joint venture, agency, partnership, or employer-employee relationship between LDH and contractor.
16. Notwithstanding any other provision of the contract, LDH shall have the right to terminate the contract immediately if LDH determines that contractor has violated any provision of the HIPAA Rules or any material term of this addendum.
17. At the termination of the contract, or upon request of LDH, whichever occurs first, contractor shall return or destroy (at the option of LDH) all PHI received or created by contractor that contractor still maintains in any form and retain no copies of such information; or if such return or destruction is not feasible, contractor shall extend the confidentiality protections of the contract to the information and limit further uses and disclosure to those purposes that make the return or destruction of the information infeasible.

External Quality Review Organization Statement of Work

Purpose

The purpose of this contract is to utilize a highly qualified and experienced External Quality Review Organization (EQRO) to perform independent external quality review (EQR) services that consist of mandatory and optional activities as outlined in the Code of Federal Regulations (CFR) Title 42 CFR § 438 Subpart E. The Contractor will provide analysis and evaluation of aggregated data and information on quality, accessibility, and timeliness of services provided by contracted Medicaid Managed Care Organizations (MCO), a Dental Prepaid Ambulatory Health Plan (PAHP), and a Behavioral Health Prepaid Inpatient Health Plan (PIHP) for eligible Medicaid enrollees (collectively referred to as Managed Care Entities (MCE) hereinafter). Specifically, the Contractor will be required to: 1) develop evaluation methodologies for the EQR activities; 2) perform data collection and analysis; 3) prepare reports presenting evaluation findings and recommendations; and 4) provide technical assistance to LDH and its contracted MCEs. The Contractor will need to complete the deliverables in accordance with the frequencies and expectations specified in this contract for the State to comply with federal requirements and to assure adequate oversight of Louisiana's Medicaid managed care delivery system.

The results of EQR activities, analyses, and evaluations are used to ensure that the Louisiana Department of Health (LDH) is compliant with federal requirements, to arrange for an external, independent evaluation of contracted health plans, and to adhere to reporting requirements as specified in 42 CFR § 438 Subpart E. This includes utilization and quality review functions in support of the Title XIX (Medicaid) and Title XXI (Children's Health Insurance Program, CHIP) medical assistance programs. Currently, LDH has five (5) MCOs, one (1) PAHP and one (1) PIHP, which serve the Medicaid and CHIP populations. The Contractor will provide LDH and its contracted MCEs with technical assistance, national expertise, evidence-based methodologies and other support to improve the overall performance of the Louisiana Medicaid managed care delivery system.

Scope of Work

The Contractor will be responsible for the deliverables as described in the *Deliverables and Performance Standards* section of this contract, including all preparatory and intervening steps, whether or not LDH has explicitly specified or delineated them within the contract.

The services to be provided under this contract include multiple tasks and deliverables that are consistent with applicable federal EQR regulations and protocols for MCEs. The specifications for deliverables required under the contract may evolve from year to year in response to program changes. Such modifications would be implemented through an allowable contract amendment which requires approval by the Office of State Procurement.

The Contractor shall have assigned staff who are, or have a subcontract with a qualified organization that is, designated as a National Committee for Quality Assurance (NCQA) certified Healthcare Effectiveness Data and Information Set (HEDIS) Compliance Auditor.

The Contractor shall have the designation as, or subcontract with a qualified organization that is designated as, an NCQA-certified HEDIS Consumer Assessment of Healthcare Providers and Systems (CAHPS) Survey Vendor.

The Contractor shall have the following at a minimum:

- Staff with demonstrated experience, knowledge and/or skills of:
 - Serving Medicaid beneficiaries, handling Medicaid policies, data systems and processes;
 - Managed care delivery systems, organizations, and financing;
 - Quality assessment and improvement methods; and
 - Research design and methodology, including statistical analysis.
- Sufficient physical, technological, and financial resources to conduct EQR or EQR-related activities.
- Other clinical and non-clinical skills necessary to carry out EQR or EQR-related activities and to oversee the work of any subcontractors.
- The Contractor and its subcontractors must be independent from the State Medicaid agency and from the MCOs, PIHPs, or PAHPs entities (described in 42 CFR §438.310(c)(2)) that they review. To qualify as “independent”:
 - If a State agency, department, university, or other State entity:
 - a. May not have Medicaid purchasing or managed care licensing authority; and
 - b. Must be governed by a Board or similar body whose majority of members are not government employees.
- The Contractor **MAY NOT**:
 - Review any managed care entity, or a competitor operating in the State, over which the Contractor exerts control or which exerts control over the Contractor (as used in this paragraph, “control” has the meaning given the term in 48 CFR 19.101) through:
 - a. Stock ownership;
 - b. Stock options and convertible debentures;
 - c. Voting trusts;
 - d. Common management, including interlocking management; and
 - e. Contractual relationships.
 - Deliver any health care services to Medicaid beneficiaries;
 - Conduct, on the State's behalf, ongoing Medicaid managed care program operations related to oversight of the quality of MCO, PIHP, or PAHP services, except for the related activities specified in 42 CFR §438.358;
 - Review any MCO, PIHP, or PAHP entity for which it is conducting or has conducted an accreditation review within the previous three (3) years; or
 - Have a present, or known future, direct, or indirect financial relationship with an MCO, PIHP, or PAHP entity that it will review as a Contractor.

Deliverables and Performance Standards

The Contractor must perform the external quality review activities as outlined in 42 CFR §438.358 and 438.360 for the Louisiana Medicaid managed care delivery system.

The federal Centers for Medicare and Medicaid Services (CMS) issued protocols for Contractors to use as guidance when undertaking the mandatory and optional tasks for external quality reviews. Included are protocols for validating performance measures, calculating performance measures, validating performance improvement projects, administering consumer or provider surveys of quality of care, validating consumer and provider surveys, and validating encounter data. The Contractor shall comply with federal rules and CMS protocols.

The Contractor shall produce a monthly activity/status report of all deliverables and services completed for the prior month as well as planned activities for the next month. The report shall include the deliverable, activity performed, status, date completed or timeline to completion and any anticipated project risks or issues. The report shall be submitted to LDH no later than the fifteenth (15th) of each month.

The Contractor shall participate in monthly meetings to review the monthly activity report.

The Contractor shall participate in meetings as needed to address any issues with the deliverables of this contract.

1.1 Performance Evaluation and Improvement

1.1.1 HEDIS Performance Measure (PM) Validation

LDH currently uses MCE self-reported, audited HEDIS performance measures as a component of the Quality Strategy to evaluate MCE performance, monitor MCE compliance with LDH's performance standards, meet federal requirements for the mandatory activity of validation of performance measures as specified in 42 CFR §438.358, and complete a comparative review of quality process and outcome measures based on HEDIS. MCEs employ their own certified HEDIS auditor to complete the data collection and submission of the measures to NCQA and as required in the Medicaid Managed Care Program and Medicaid Managed Care Provider Agreements. The measures must have received a "report" designation from the HEDIS-certified auditor and must be specific to the Medicaid population under evaluation and as specified in the Provider Agreement.

The Contractor must complete the following tasks:

- 1.1.1.1** Review the health plans' final audit reports to identify any potential data collection or reporting issues that may impact the final audited rates;
- 1.1.1.2** Evaluate the reason any self-reported measures received an audit designation of "Not Reported" (NR);

- 1.1.1.3** Based on the review of the final audit reports and any NR designations for reported measures, provide a report summarizing the final audit reports to include documentation of any findings that impact LDH's evaluation of managed care delivery system performance, determination of the managed care delivery system's compliance with minimum performance standards, evaluation of performance related to the award of performance incentives, and recommendations to LDH related to potential corrective actions or quality improvement;
- 1.1.1.4** Develop, maintain, and update LDH's specifications documents for health plans' self-reported, audited results;
- 1.1.1.5** Validate that the HEDIS measures reported by the health plans are consistent with the protocols established by CMS for performance measure validation; and use the results for evaluation of the Louisiana Medicaid Program; and
- 1.1.1.6** Maintain a data repository for the health plans' National Committee for Quality Assurance (NCQA) Interactive Data Submission System (IDSS) self-reported, audited HEDIS results and final audit reports, facilitating access to the files for LDH and provide an industry-standard data exchange mechanism (e.g., secure file transfer protocol (FTP)).

Frequency: Annually, beginning with the HEDIS 2020 reporting year (2019 measurement year) data submission for the Medicaid Managed care program.

Deliverable tied to payment: The Contractor must:

1. Produce one (1) final audit report review summary report annually for the Louisiana Medicaid Managed Care Program. The report must contain MCE-specific findings.
2. Produce one (1) specifications document annually for the Louisiana Medicaid Managed Care Program delivery system that describes methods for the submission of the MCE self-reported, HEDIS audited data to LDH.

Payment: Each report and specification document shall be compensated at a fixed price.

1.1.2 HEDIS Performance Measure Calculation and Reporting

- 1.1.2.1** The Contractor must produce reports using the MCEs' self-reported, audited HEDIS data that include MCE-specific and statewide results, and national benchmarks, per program, and MCE compliance with performance standards per LDH's specifications and timelines. Report formats will be developed in consultation with, and approved by, LDH.

Frequency: Annually, beginning with the HEDIS 2020 reporting year (2019 measurement year) data submission for the Medicaid Managed care program delivery system.

Deliverable tied to payment: The Contractor will be responsible for producing one (1) report annually for the Louisiana Medicaid Managed Care Program that contains MCE-specific and statewide results.

Payment: Each report shall be compensated at a fixed price.

1.1.3 Technical Assistance for Health Plan Performance Measures (HEDIS, CAHPS, non-HEDIS and LDH-specific measures)

1.1.3.1 The Contractor will assist LDH, as needed, in establishing performance measures and standards for the Louisiana Medicaid Managed Care Program and by making research-driven recommendations based on industry standards and best practices of other states, CMS, and national organizations. The following tasks pertain to the current Louisiana Medicaid Managed Care Program.

1.1.3.2 The Contractor shall assist LDH in the identification and selection of performance measures and/or measurement sets that are used to monitor the compliance of health plans with minimum performance standards and/or to award performance incentives to plans that meet LDH specified criteria. LDH has used criteria such as the following when selecting measures:

1.1.3.2.1 Are clinically appropriate for the specific population(s) being monitored;

1.1.3.2.2 Align with and support the goals of LDH's Quality Strategy;

1.1.3.2.3 Produce meaningful and robust results for Louisiana's key areas of focus;

1.1.3.2.4 Integrate new measures as industry measurement sets evolve (e.g., CHIPRA, Adult Medicaid Core Set, etc.);

1.1.3.2.5 Ensure reliability, availability, standardization, and accuracy of data sources (e.g. claims, vital statistics, etc.) required for calculation of measures; and

1.1.3.2.6 May be trended over time to measure changes in performance, comparisons to other Louisiana Medicaid plans, and comparisons with national benchmarks.

1.1.3.3 The Contractor shall recommend and/or evaluate methodologies for establishing minimum performance standards used to monitor plan compliance and set performance incentive levels used to award performance incentives to health plans using criteria specified by LDH. LDH has used criteria such as the following when selecting minimum performance standards:

- 1.1.3.3.1** Are based on research and knowledge of other states', organizations', and CMS' approaches to setting performance expectations for providers and MCEs;
 - 1.1.3.3.2** Use national benchmarks and/or other industry-based standards when available and appropriate;
 - 1.1.3.3.3** Drive performance improvement for Louisiana's Medicaid Managed Care Program;
 - 1.1.3.3.4** May be adjusted if there are changes in methodologies after the performance expectations are set; and
 - 1.1.3.3.5** Use statistical analyses, or other sound methodology for setting standards, when national benchmarks are not available.
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- 1.1.3.4** The Contractor shall identify and inform LDH of updates in HEDIS, CAHPS, and nationally recognized non-HEDIS measure methodology within seven (7) calendar days of the release of published updates;
 - 1.1.3.5** The Contractor shall quantify the potential impact on HEDIS results from methodology changes to specific HEDIS measures using sound analytical techniques, in accordance with LDH's timeline;
 - 1.1.3.6** The Contractor shall recommend a methodology for adjusting performance standards if a measure's methodology changes after LDH performance standards are set;
 - 1.1.3.7** The Contractor shall perform ad hoc analyses related to questions raised by LDH and/or health plans regarding performance measure result calculations;
 - 1.1.3.8** The Contractor shall act as a liaison between LDH and NCQA and/or CMS with respect to specific questions on HEDIS or CAHPS measures and methodologies;
 - 1.1.3.9** The Contractor shall ensure data collaboration, consistency, and coordination calculating HEDIS and CAHPS performance measure results with CMS for the duration of the Louisiana Medicaid Managed Care Program; and
 - 1.1.3.10** The Contractor shall provide technical assistance to managed care entities and LDH, as needed, related to HEDIS and health plan self-reported data issues and their resolution.

Frequency: As needed by LDH.

Deliverable tied to payment: For every LDH technical assistance request, the Contractor will be responsible for providing a written summary for the Louisiana

Medicaid managed care program that summarizes results and other information as requested by LDH.

Payment: The Contractor shall be compensated at an hourly rate for activities related to technical assistance deliverable(s).

1.2 Consumer Surveys: Consumer Assessment of Healthcare Providers & Systems (CAHPS-A and CAHPS-C)

Louisiana Medicaid uses CAHPS surveys to monitor the performance of the Louisiana Medicaid Managed Care Program and to evaluate MCO compliance with program requirements. Louisiana Medicaid requires MCOs to administer annual adult and child CAHPS surveys to their Louisiana Medicaid membership and to submit their survey data to LDH, NCQA, and the Contractor.

The Contractor will be required to receive, validate, and analyze each MCO's CAHPS survey data and produce reports of survey findings for the State.

1.2.1 Data Receipt and Validation

Louisiana's managed care organizations are required to administer the NCQA HEDIS CAHPS Adult Medicaid Health Plan Survey and the NCQA HEDIS CAHPS Child Medicaid Health Plan Survey (with the chronic conditions measurement set) and to submit the items listed below to LDH on an annual basis. The plans are required to submit to the state member-level data according to CAHPS Submission Member-Level Data File Layout specifications. The documents submitted to the Contractor on behalf of LDH are:

1.2.1.1 NCQA Summary-Level Reports (three (3) pdf files)

1.2.1.2 NCQA CAHPS Member-Level Data File Layout

1.2.1.3 CAHPS Survey Instruments

1.2.1.4 Adult and Child raw data files from each managed care plan

1.2.1.5 Letter of validation from Contractor

1.2.1.6 Survey Supplier(s) Contact Information

The Contractor must perform the following requirements:

1. Establish and maintain a secure file transfer protocol (SFTP) site to allow for receipt of data;
2. Receive, maintain, and process the data;

3. Validate the data in accordance with the most current HEDIS Specifications for Survey Measures; NCQA's Quality Assurance Plan for HEDIS Survey Measures; NCQA data file layouts; and NCQA Summary Reports (for LDH's contracting plans); and
4. Inform LDH that all required data files were received and confirmed with all data submission specifications.

1.2.2 Data Analysis

The Contractor must perform the following general requirements:

- 1.2.2.1** Analyze data using Medicaid CAHPS Health Plan Survey data files imported from LDH's contracted MCOs;
- 1.2.2.2** Analyze data in accordance with the most current HEDIS Specifications for Survey Measures, NCQA's Quality Assurance Plan for HEDIS Survey Measures, and the NCQA Summary-Level Reports (from LDH's contracted MCOs); and
- 1.2.2.3** Analyze adult and general child member (general population and chronic conditions) data at the statewide level for each managed care plan.

The Contractor must perform the following specific analyses if not provided by the contracted managed care organizations:

- 1.2.2.3.1** Calculate response rates;
- 1.2.2.3.2** Prepare adult, general child, children with chronic conditions (CCC), and children without chronic conditions demographic (non-CCC) profiles;
- 1.2.2.3.3** Prepare general child, CCC, and non-CCC respondent profiles;
- 1.2.2.3.4** Prepare a profile of members classified as children with chronic conditions (i.e., responses to the CCC screener questions);
- 1.2.2.3.5** Conduct a respondent/non-respondent analysis and test for statistically significant differences between respondents and non-respondents at the MCO and Louisiana Medicaid Managed Care Program levels, with respect to member age, gender, race, and ethnicity;
- 1.2.2.3.6** Conduct a comparative analysis of MCO, Louisiana Medicaid Managed Care Program, and national Medicaid three point means, and test for statistically significant differences between MCO level and Louisiana Medicaid Managed Care Program level scores;

- 1.2.2.3.7** Conduct a trending analysis of MCO, Louisiana Medicaid Managed Care Program, and national Medicaid three point means, and test for statistically significant differences between current and prior year's scores for each managed care plan and the Louisiana Medicaid Managed Care Program;
- 1.2.2.3.8** Produce star ratings tables for adult and general child members that compare MCO and Louisiana Medicaid Managed Care Program three point means for the core measures (i.e., global ratings and composite measures) to national Medicaid benchmarks provided in NCQA CAHPS Benchmarks and Thresholds for Accreditation;
- 1.2.2.3.9** Conduct a key drivers analysis for approximately three (3) of the CAHPS core measures (to be determined) which includes a review of MCOs and Louisiana Medicaid Managed Care Program performance on the key drivers to identify strengths and weaknesses and present findings using an analytic diagram or model (e.g., a priority matrix, opportunity);
- 1.2.2.3.10** Develop cross tabulations of specific survey data (e.g., responses to each survey question stratified by certain demographic variables), for the adult and general child populations, as specified by LDH;
- 1.2.2.3.11** Conduct a comparative analysis of CCC and non-CCC three point means, and test for statistically significant differences between CCC and non-CCC level scores;
- 1.2.2.3.12** Conduct a trending analysis of CCC and non-CCC three point means, and test for statistically significant differences between current and prior year's scores for each population; and
- 1.2.2.3.13** Develop cross tabulations of specific survey data (e.g., responses to each survey question stratified by certain demographic variables), for the CCC population only, as specified by LDH.

Frequency: Annually, effective with the calendar year (CY) 2020 CAHPS survey (to be administered February – May 2020).

Deliverable tied to payment: The Contractor must produce the following reports each state fiscal year (SFY), for a total of four (4) reports, beginning in SFY 2020:

1. One (1) Dashboard Report (this is a static report, approximately five (5) pages in length, that contains initial summary findings for the core measures, in graphical displays), submitted to LDH at the commencement of data analysis);
2. One (1) Executive Summary Report;

3. One (1) Full Report (to include an introduction, survey methodology, findings, conclusions and recommendations); and
4. One (1) Survey Methodology Report.

The Contractor will work with LDH to further define analytical and reporting expectations (e.g., report outlines, data analysis plans).

Payment: Each report shall be compensated at a fixed price.

1.3 MCE Quality Rating System (QRS)

Pending final guidance from CMS, the Contractor will assist LDH with adopting a Medicaid managed care Quality Rating System (QRS) developed by CMS to evaluate and apply a rating to measure the quality of care provided by Louisiana Medicaid MCEs. LDH will utilize the CMS framework, methodology and identified performance measures in accordance with 42 CFR §438.334 that align with the summary indicators of the qualified health plan QRS developed per 45 CFR §156.1120. LDH reserves the right to add additional performance measures to the QRS to ensure alignment with the Louisiana quality strategy.

Following the issuance of final CMS guidance, technical specifications and protocols, and at the request of LDH, the Contractor will:

- 1.3.1** Establish a work plan for producing the Louisiana Medicaid Quality Rating System, considering applicable national requirements from CMS including compliance with new CMS guidelines and innovative approaches used by other state Medicaid programs and/or the health care industry;
- 1.3.2** Support as necessary any data collection from MCEs and data submission to CMS as required for specified QRS performance measures;
- 1.3.3** Produce any associated reference materials (e.g., score calculation and data source documentation), as specified and approved by LDH, on an annual basis;
- 1.3.4** Develop and maintain the Louisiana Medicaid QRS methodology documents and revise annually in collaboration with LDH;
- 1.3.5** Integrate new measures as CMS and industry measurement sets evolve and as requested by LDH;
- 1.3.6** Modify/enhance the MCE Quality Rating System as specified by LDH in response to and in alignment with LDH's changing business requirements (e.g., LDH branding, changes in federal regulations, revisions to the contracts between LDH and the Managed care entities) and/or changes to report card measure specifications (e.g., HEDIS, CAHPS);

- 1.3.7** Modify and/or enhance the QRS tools (analytics, reporting, and/or reference materials) as needed, to align with LDH's changing business requirements; and
- 1.3.8** Provide assistance to the plans on how to read, interpret, and use the system as part of a performance improvement strategy.

Frequency: Annually (subject to CMS finalization of QRS guidance and related technical specifications and protocols).

Deliverables tied to payment:

1. Following the issuance of final CMS technical specifications and protocols, the Contractor must establish a work plan for producing the Louisiana Medicaid QRS to assist LDH in evaluating the performance of the Louisiana Medicaid contracted MCEs. The work plan shall be updated annually as required.
2. Once the Louisiana Medicaid QRS becomes available, the Contractor must produce and evaluate the electronic scores and produce individual plan and summary results on an annual basis.

Payment: Each deliverable shall be compensated at a fixed price.

1.4 Provider Satisfaction Surveys

Louisiana Medicaid uses Provider Satisfaction Surveys to monitor the performance of its Medicaid Managed Care Program. The Contractor will be required to select and/or develop a survey instrument, administer the survey, validate and analyze the survey data, and prepare reports of survey findings for the State.

The Contractor must perform the following general requirements in collaboration with LDH:

- 1.4.1** Identify study populations and indicators;
- 1.4.2** Recommend, select, and/or develop survey methodology and instrument(s), with preference given to nationally-accepted, publicly-available survey measures and instruments;
- 1.4.3** Develop and follow a sampling plan that uses a representative sample, allows data to be analyzed per plan, and uses a ninety-five percent (95%) confidence level with a five percent (5%) margin of error;
- 1.4.4** Develop and follow a detailed work plan approved by LDH;
- 1.4.5** Develop and follow reporting expectations and report outlines in consultation with LDH;
- 1.4.6** Use survey administration protocols designed to achieve high response rates;

1.4.7 Use data collection procedures that ensure data are valid and reliable; and

1.4.8 Validate data by:

- a. Validating that the number of records and completes match final disposition report;
- b. Ensuring disposition codes and questions are coded according to project specifications;
- c. Validating all data elements have valid values; and
- d. Calculating results in accordance with data analysis plan approved by LDH.

Frequency: Administer the survey annually, effective SFY 2020. The timeframe for administering the survey (i.e., month/CY) during each SFY will be determined in collaboration with LDH.

Deliverable tied to payment: The Contractor must produce the following two (2) reports each SFY:

1. One (1) Executive Summary (this is a static report, approximately two-five (2-5) pages in length, that contains narrative summary findings and graphical displays), submitted to LDH at the commencement of data analysis; and
2. One (1) Full Report (to include an introduction, methodology, findings, conclusions and recommendations).

Payment: Each report shall be compensated at a fixed price.

1.5 Performance Improvement Project Validation

LDH defines quality improvement as assessing and continually improving healthcare, operations, and services within a planned, systematic, collaborative, interdisciplinary process. This is accomplished through intra-departmental quality measurement, interdisciplinary committees, interdepartmental teams, and ongoing evaluation of performance. Quality, a standard of service excellence, is based upon the Institute for Healthcare Improvement's Triple Aim framework: 1) Improve the health of populations, 2) Enhance the patient experience of care (including quality and satisfaction, and 3) Reduce the per capita cost of health care. LDH Leadership has directed that continuous Quality Improvement be an ongoing, organization-wide activity aimed at achieving the goals of LDH's mission, values, and vision. Every member is entitled to quality health care and all providers, MCEs, vendors, and employees are individually accountable for contributing to improving patient care.

During each contract SFY, each MCE will be required to conduct performance improvement projects (PIP) as outlined in their contract. Each PIP will be validated by the Contractor. All PIPs must achieve, through periodic measurements and interventions, significant and sustained improvement in clinical and non-clinical areas which are expected to have a favorable effect on health outcomes and satisfaction. MCEs must adhere to LDH improvement project content and format specifications. All LDH-specified improvement projects span a minimum of twelve (12) months which includes planning and implementation activities, as well as putting processes in place for sustainability and further testing and refinement of interventions during the project period.

MCEs must submit the status and results of each improvement project to LDH on a schedule determined by LDH. The status and results of each phase of the PIP must be submitted to LDH and the Contractor on a schedule determined collaboratively by LDH and the MCE. LDH will work with the Contractor to identify which phases of the PIP shall be included in each year's validation process.

The Contractor must:

- 1.5.1** Provide technical assistance to MCEs in development, implementation, and administration of the LDH approved PIP(s), following CMS guidance on a Model for Improvement and focused on an LDH population stream;
- 1.5.2** Develop a standardized tool that incorporates CMS' PIP protocol with the Model for Improvement and rapid cycle improvement tools, such as process mapping, Pareto charts, run charts, key driver diagrams, the Plan Do Study Act (PDSA), and statistical process control methods. The standard tool should establish objective criteria that will be used to document the design, implementation, and outcomes of the PIP;
- 1.5.3** Using the standardized tool developed in 6.2.5.2, develop a scoring methodology that will be used to determine if the PIPs are valid and to rate the percentage of compliance with CMS' PIP protocols. Refer to the External Quality Review Protocols dated September 2012 located at: <https://www.medicaid.gov/medicaid/quality-of-care/medicaid-managed-care/external-quality-review/index.html>;
- 1.5.4** Calculate percentage scores in accordance with the scoring methodology developed in 6.2.5.2 above;
- 1.5.5** Assign a validation status of 'Met', 'Partially Met', or 'Not Met' based on the calculation of an overall percentage score;
- 1.5.6** Provide a written assessment and/or technical report of what must be changed for the health plan to achieve a status of 'Met';

- 1.5.7** The technical report should include an assessment of the overall validity and reliability of study results and include any threats to accuracy and/or confidence in reporting; and
- 1.5.8** Ensure that the technical report includes a description of PIP interventions and outcomes information associated with each State-required PIP topic for the current EQR review cycle.

Frequency: Annually

Deliverable tied to payment: The Contractor must produce one (1) report per MCE and PIP topic (i.e., individual reports should be produced for each PIP topic conducted by each plan). LDH anticipates up to five (5) PIP topics for each MCO and up to two (2) PIP topics for each PIHP and PAHP on an annual basis.

Payment: Each report shall be compensated at a fixed price.

1.6 Network Adequacy and Availability Validation

1.6.1 Validation of MCE Provider Network Adequacy and Availability

MCEs must ensure access to medically necessary Medicaid covered services and must meet network adequacy requirements as set forth by 42 CFR §438.68, 42 CFR §438.206, and 42 CFR §438.207. The EQRO will validate these MCE requirements according to CMS protocols when applicable. Additional requirements may be added related to Network Adequacy Standards when CMS releases new protocols related to 42 CFR §438.358(b)(1)(iv), as indicated in Section 6.2.11.

1.6.1.1 Evaluation of Provider Directory Accuracy

MCEs are required to submit provider directory information in a manner specified by LDH to ensure accuracy of provider information listed in directories that are used by Medicaid recipients. The Contractor will evaluate the accuracy of provider directory information submitted by MCEs. This evaluation must include, but may not be limited to, the following:

- 1.6.1.1.1** An audit of online provider directories to validate that the data elements are correct.

For the audits described above, the Contractor must do the following as approved by LDH:

- a. Develop a study methodology that describes the evaluation approach;
- b. Develop a standardized data collection tool;

- c. Develop a sampling methodology;
- d. Collect and analyze data; and
- e. Prepare a report containing MCE-specific findings, and deliver all raw data to LDH.

Frequency: The audit must be conducted quarterly.

Deliverable tied to payment: For each audit conducted, the Contractor must submit a final report as described in item (e) above.

Payment: Each report shall be compensated at a fixed price.

1.6.1.2 Provider Access Surveys

To ensure MCEs' enrollees are able to appropriately access providers, the Contractor must conduct quarterly telephone surveys among a sample of providers to determine appointment availability information for new and existing enrollees.

1.6.1.2.1 Telephone Surveys

The Contractor must conduct the following:

- 1.6.1.2.1.1** Develop and/or update a study methodology describing the evaluation approach;
- 1.6.1.2.1.2** Develop a standardized data collection tool;
- 1.6.1.2.1.3** Develop a sampling methodology;
- 1.6.1.2.1.4** Collect and analyze data; and
- 1.6.1.2.1.5** Prepare a report containing MCE-specific findings, and deliver all raw data to LDH.

Frequency: Quarterly

Deliverable tied to payment: After each survey, the Contractor will provide LDH with:

1. A final report that includes data tables with aggregate and MCE-specific results as described in 6.2.6.1.2.1.5.
2. One (1) excel file with MCE-specific worksheets containing provider-level survey data results.

Payment: Each report and results data shall be compensated at a fixed price.

1.6.1.3 Performance Measure Calculation and Reporting

The Contractor will be required to calculate, for each MCE, a performance measure that uses results from the telephone surveys. This must include:

- 1.6.1.3.1** Developing and updating a measure methodology document with LDH's input;
- 1.6.1.3.2** Recommending a strategy for setting and adjusting a performance standard;
- 1.6.1.3.3** Producing a report of MCE-specific rates in a format specified by LDH; and
- 1.6.1.3.4** Providing technical assistance to the each plan in each line of business and LDH related to the measure.

Frequency: Annually.

Deliverable tied to payment: The Contractor must create one (1) statewide report with results listed by each MCE.

Payment: Each report shall be compensated at a fixed price.

1.7 Readiness Reviews

The Contractor will conduct Readiness Reviews, as detailed below, as requested by LDH, to determine if there is the ability to enroll and provide the necessary level of access to and quality of Medicaid services. The Contractor shall evaluate each prospective MCE's compliance with LDH MCE contract requirements. The number of reviews will depend on the number of MCEs contracted by LDH.

1.7.1 The Contractor shall:

- 1.7.1.1** Collaborate with LDH to determine the scope of and the dates for the Readiness Review;
- 1.7.1.2** Readiness Reviews shall be conducted before the plan begins to enroll potential enrollees. It will contain two (2) components, including:

1.7.1.2.1 Desk Reviews

A review of all prospective MCE's policies and procedures, program descriptions, committee meeting minutes, manuals, handbooks and quality data; and

1.7.1.2.2 On-Site Visits

A visit in the Medicaid MCE's office to review credentialing files, medical records, conduct staff interviews, review other areas not covered in the desk review, and provide feedback.

1.7.1.3 Collaborate with LDH on developing an electronic tool based on readiness review standards and requirements that shall be a means of gathering information and documentation.

1.7.1.3.1 The Contractor shall share approved criteria and/or tools in advance with each Medicaid MCE to ensure adequate preparation and discussion.

1.7.1.3.3 The Contractor shall schedule a conference call or discussion with each Medicaid MCE in conjunction with LDH to describe the process (both document review and on-site review) and detail the topics of the upcoming review, no later than (30) calendar days after receiving department's approval.

1.7.1.4 Have capabilities to review and assess MCE's information system.

1.7.1.4.1 Use criteria and tools approved by LDH to conduct on-site information systems reviews assessing each MCE's:

1.7.1.4.1.1 Data management processes;

1.7.1.4.1.2 Data integration and control procedures, including:

- Reviewing completed assessment tools and supporting documentation; and interviewing staff responsible for leading certain operational and/or functional aspects of the plans' information systems.
- Assessing the ability to link data from multiple sources.
- Examining processes for data transfers.
- Evaluating data warehouse structures and reporting capabilities.
- Reviewing processes, documentation and data files to ensure compliance with state specifications for encounter data submissions.
- Assessing the claims adjudication process and capabilities.

1.7.1.4.1.3 Evaluate the MCEs' information systems capabilities and identify any potential problem areas that may impact

LDH's ability to monitor performance in key operational areas.

1.7.1.5 Provide LDH with a tracking report of progress on the readiness reviews. This tracking report shall include review progress of each Medicaid MCE and areas of concern in the form of a brief summary with dates and expectations for completing specified activities. This report shall be initiated at the time of the initial outreach to the Medicaid managed care entities and updated bi-weekly. This report shall be submitted electronically.

1.7.1.6 Submit a complete readiness review report within three (3) weeks after completion of the Medicaid MCE site visit. This report shall be submitted electronically.

Frequency: As needed.

Deliverable tied to payment: The final written readiness report as described above.

Payment: Each report shall be compensated at a fixed price.

1.8 Compliance Reviews

MCEs are required to comply with federal and state program requirements specified in the Code of Federal Regulations, the Louisiana Revised Statutes, the Louisiana Administrative Code, LDH policies and procedures, as applicable, Provider Agreements, and 1915 (b) and (c) waivers. The Contractor must conduct an assessment of each plan's compliance with the requirements that are in effect during the time period under review. The assessment must include, but not be limited to, a review of the following areas: 1) availability of services; 2) assurance of adequate capacity and services; 3) coordination and continuity of care; 4) coverage and authorization of services; 5) credentialing and re-credentialing of services; 6) subcontracted relationships and delegation; 7) enrollee information and enrollee rights; 8) confidentiality of health information; 9) enrollment and disenrollment; 10) the grievance and complaint process; 11) practice guidelines; 12) quality assessment and performance improvement program; 13) health information systems; and 14) fraud and abuse.

1.8.1 The Contractor must conduct each of the following tasks:

1.8.1.1 In consultation with LDH, identify the topic areas and administrative standards that will be reviewed;

1.8.1.2 Develop an evaluation methodology and standardized data collection tool, in consultation with LDH that will be used for each MCE review. This will include, but is not limited to, a review of policies and procedures, staff interviews, and file reviews;

1.8.1.3 Conduct a desk review and/or on-site review;

- 1.8.1.4** Aggregate and analyze the data and information collected in order to communicate findings of compliance with the administrative standards;
- 1.8.1.5** Prepare MCE-specific reports of findings that include the completed data collection tool with cited references, as appropriate; and
- 1.8.1.6** Prepare program-specific reports if needed, as requested by LDH.

Frequency: The Contractor must conduct each of the following:

- 1. A comprehensive review of MCE's compliance with federal regulations described in 42 CFR § 438, conducted every three (3) years. The Proposer may be required to conduct partial reviews as determined by LDH; and
- 2. Targeted reviews must be conducted per as follows:
 - a. Case Management desk reviews annually beginning SFY 2020. All MCOs are included in this review; and
 - b. Select additional operational topics (e.g., claims adjudication, non-emergency transportation, grievances and appeals) at intervals to be determined by LDH. The number of MCEs subject to a review will vary depending on the topic selected.

Deliverable tied to payment: For each review:

- a. The Contractor must provide to LDH one (1) report per MCE that contains an executive summary, introduction, summary of findings, conclusion and recommendations for improvement. The completed data collection tool and the information sources used must be made available to LDH.
- b. One (1) Executive Summary (this is a static report, approximately two-five (2-5) pages in length, that contains narrative summary findings and graphical displays), that summarizes how all MCEs performed in the compliance audit submitted to LDH.

Payment: Each report shall be compensated at a fixed price.

1.9 External Quality Review Annual Technical Report

The Contractor must produce a detailed technical report to ensure LDH's compliance with 42 CFR §438.364, and ensure that a finalized annual technical report is submitted to LDH and CMS by April 30th of each year. The most recent report can be viewed on the following website: <http://www.ldh.la.gov/index.cfm/page/3176>.

- 1.9.1** The Contractor must produce a detailed technical report that includes the following components:

- 1.9.1.1** A description of the manner in which the data from all EQR activities conducted in accordance with 42 CFR §438.358 were aggregated and analyzed, and conclusions that were drawn with regard to the quality, timeliness and access to health care services furnished to health plans' members;
 - 1.9.1.2** A description of the objectives; technical methods of data collection and analysis; description of data obtained, including validated performance data for each activity conducted in accordance with 42 CFR §438.358(b) and (c); conclusions that were drawn from the data for each activity included in the report; and problems encountered in performing the review;
 - 1.9.1.3** An assessment of each MCE's strengths and weaknesses for the quality, timeliness and access to health care services furnished to Medicaid managed care members;
 - 1.9.1.4** Recommendations for improving the quality of services furnished by each MCE including how the State can target goals and objects in the quality strategy to better support improvement in the quality, timeliness, and access to health care services furnished to Medicaid managed care members;
 - 1.9.1.5** Methodologically appropriate, comparative information about all Medicaid MCEs operating within Louisiana, consistent with guidance included in the EQR protocols issued in accordance with 42 CFR §438.352(e); and
 - 1.9.1.6** An assessment of the degree to which a Medicaid MCE has effectively addressed recommendations for quality improvement made by the Contractor during the previous year's EQR.
- 1.9.2** LDH may not substantively revise the content of the final EQR technical report without evidence of error or omission.
 - 1.9.3** The Contractor shall provide LDH with a tracking report of progress on annual reviews. This tracking report will include review of progress by Medicaid MCEs and areas of concern. The tracking report will consist of a brief summary with dates and expectations for completing specified activities. This report shall be transmitted electronically and updated bi-weekly.
 - 1.9.4** The Contractor must electronically submit the Annual Technical Report to LDH after the completion of the annual review of each Medicaid MCE and it must be submitted thirty (30) days prior to the CMS deadline of April 30th.

Frequency: Annually, thirty (30) days prior to April 30th.

Deliverable tied to payment: Produce a detailed report in compliance with 42 CFR §438.364.

Payment: Each report shall be compensated at a fixed price.

1.10 Medicaid Managed Care Quality Strategy Evaluation

- 1.10.1** The Contractor must assist LDH in evaluating the effectiveness of the Louisiana Medicaid Quality Strategy.

The Contractor will, in consultation with LDH, develop an evaluation methodology and tools required to evaluate the effectiveness of the Medicaid Managed Care Quality Strategy as required by 42 CFR 438 Subpart E, that may be refined on an annual basis to reflect lessons learned from the prior year's evaluation.

The Contractor will conduct the evaluation and prepare a written report of review findings to be submitted to LDH within thirty (30) business days after completion of the evaluation.

Frequency: Annually.

Deliverables tied to payment:

1. Evaluation methodology and tool(s).
2. The final evaluation written report.

Payment: Each report shall be compensated at a fixed price.

1.11 Additional Technical Assistance (TA) and Optional Activities

The Contractor may be required to provide technical assistance and/or optional activities described in 42 CFR § 438.358(c) or comparable activities that assess the quality or utilization of services in the participating MCOs, PAHP, and PIHP during the contract period.

- 1.11.1** The specific nature of the technical assistance will be defined on a case-by-case basis, and shall include, but not be limited to, performance improvement project development and implementation, performance measure support, educational sessions to enhance the use of EQR results, identification of healthcare trends or "best practices" in performance measures or quality improvement activities; providing clinical consultation and/or expertise; and conducting evaluations of healthcare initiatives.

- 1.11.2** The Contractor shall provide ad-hoc technical assistance to LDH and all Medicaid managed care entities upon request and approval of LDH.

- 1.11.3** Optional activities as described in 42 CFR § 438.358(c).

The Louisiana Medicaid managed care population optional activities include:

- 1.11.3.1** Conduct focus studies
- 1.11.3.2** Validation of encounter data
- 1.11.3.3** Administration or Validation of Consumer or Provider Surveys
- 1.11.3.4** Conduct and facilitate performance improvement projects
- 1.11.3.5** Calculation of performance measures
- 1.11.3.6** Developing and monitoring Corrective Action Plans
- 1.11.3.7** Produce additional reports at the request of LDH
- 1.11.3.8** Validation of Network Adequacy
- 1.11.3.9** Validation of MCO Quality Reports for Behavioral Health
- 1.11.3.10** Behavioral Health Provider Sample Selection for Quality Monitoring Audits

Frequency: As requested by LDH.

Deliverable tied to payment: For every LDH request for technical assistance or optional activity, the Contractor will be responsible for adhering to both LDH and CMS specifications. The Contractor and LDH will agree on an appropriate format for reporting or delivering activities for the Louisiana Medicaid managed care program.

Payment: The Contractor shall be compensated at an hourly rate for activities related to technical assistance deliverable(s).

1.12 Quality Companion Guide

- 1.12.1** The Contractor will develop a Quality Companion Guide in consultation with LDH that focuses on core quality improvement activities, assisting managed care entities with LDH contract requirements, Contractor activities and processes outlined in 42 CFR 438 Subpart E, 438.358 and 438.364. The timeframes for each activity may be modified at the discretion of LDH.
- 1.12.2** The Quality Companion Guide shall be submitted to LDH for approval within sixty (60) days of contract effective date and annually thereafter.

Frequency: Annually.

Deliverable tied to payment: The Contractor must produce a comprehensive guide in consultation with LDH. The Quality Companion Guide shall include, but is not limited to, written instruction for performance improvement projects, performance measure specifications and validation processes.

Payment: The Quality Companion Guide shall be compensated at a fixed price.

1.13 Behavioral Health Member Satisfaction Survey

Louisiana uses behavioral health member satisfaction survey data to monitor access, quality of care, and member interaction with the Medicaid managed care organizations and the Coordinated System of Care (CSOC) Contractor. The Contractor will be required to select and/or develop a survey instrument, administer the survey, validate and analyze the survey data, and prepare reports of survey findings for each MCO and CSOC. The Contractor must perform the following general requirements in collaboration with LDH:

- 1.13.1** Identify study populations and indicators;
 - 1.13.2** Recommend, select, and/or develop survey methodology and instrument(s), with preference given to nationally-accepted, publicly-available survey measures and instruments, and in consideration of applicable privacy laws;
 - 1.13.3** Develop and follow a sampling plan that uses a representative sample, allows data to be analyzed per plan, and uses a ninety-five percent (95%) confidence level with a five percent (5%) margin of error for each program, Louisiana Medicaid managed care and CSOC;
 - 1.13.4** Translate member surveys and accompanying material in prevalent non-English languages, including Spanish and Vietnamese.
 - 1.13.5** Use survey administration protocols designed to achieve high response rates;
 - 1.13.6** Use data collection procedures that ensure data are valid and reliable; and
 - 1.13.7** Stratify data by age group, race, and region.
- Frequency:** Administer surveys annually, effective SFY 2020. The timeframe for administering the survey (i.e., month/CY) during each SFY will be determined in collaboration with LDH.

Deliverable tied to payment: The Contractor must produce the following two (2) reports each SFY:

1. One (1) Executive Summary (this is a static report, approximately two-five (2-5) pages in length, that contains narrative summary findings and graphical displays), submitted to LDH at the commencement of data analysis; and

2. One (1) Full Report (to include an introduction, methodology, findings, conclusions and recommendations).

Payment: Each report shall be compensated at a fixed price.

Technical Requirements

The Contractor will be required to transmit all non-proprietary data which is relevant for analytical purposes to LDH on a regular schedule in XML format or format compatible with LDH operations. Final determination of relevant data will be made by LDH based on collaboration between both parties. The schedule for transmission of the data will be established by LDH and dependent on the needs of the Department related to the data being transmitted. XML or compatible files for this purpose will be transmitted via SFTP to the Department. Any other data or method of transmission used for this purpose must be approved via written agreement by both parties.

General Provisions:

- The Contractor must maintain hardware and software compatible with LDH requirements that are secure and sufficient to successfully perform the services detailed in the contract as the service level specified, which are as follows:
 - The Contractor shall adhere to state and federal regulations and guidelines, as well as industry standards and best practices for systems and/or functions required to support the requirements of the contract.
 - The Contractor shall clearly identify any systems or portions of systems outlined in the proposal which are considered to be proprietary in nature.
 - The Contractor is responsible for all expenses required to obtain access to LDH systems and/or resources which are relevant to successful completion of the requirements of the contract. The Contractor is also responsible for expenses required for LDH to obtain access to the Contractor's systems or resources which are relevant to the successful completion of the requirements of the contract. Such expenses include, but are not limited to, hardware, software, network infrastructure and any licensing costs.
 - Any confidential information must be encrypted to FIPS 140-2 standards when at rest or in transit.
 - Contractor owned resources must be compliant with industry standard physical and procedural safeguards (NIST SP 800-114, NIST SP 800-66, NIST 800-53A, ISO 17788, etc.) for confidential information (HITECH, HIPAA part 164).
 - Any Contractor use of flash drives or external hard drives for storage of LDH data must first receive written approval from LDH and upon such approval shall adhere to FIPS 140-2 hardware level encryption standards.
 - All Contractor utilized computers and devices must:

- Be protected by industry standard virus protection software that is automatically updated on a regular schedule;
 - Have installed all security patches that are relevant to the applicable operating system and any other system software; and
 - Have encryption protection enabled at the Operating System level.
- The Contractor shall ensure appropriate protections of shared Personally Identifiable Information (“PII”), in accordance with 45 CFR §155.260.
 - The Contractor shall ensure that its system is operated in compliance with the Centers for Medicare and Medicaid Services’ (“CMS”) latest version of the Minimum Acceptable Risk Standards for Exchanges (MARS-E) Document Suite, currently MARS-E version 2.0.
 - Multi-factor authentication is a CMS requirement for all remote users, privileged accounts, and non-privileged accounts. In this context, “remote user” refers to staff accessing the network from offsite, normally with a client VPN (“Virtual Private Network”) with the ability to access CM, specifically Medicaid, data.
 - A site-to-site tunnel is an extension of LDH’s network. For Contractors that are utilizing a VPN site-to-site tunnel and also have remote users who access CMS data, the contractor is responsible for providing and enforcing multi-factor authentication. Contractors that do not utilize a VPN site-to-site tunnel will be charged for dual authentication licensing and hardware tokens as necessary. Costs associated with the purchase and any replacement of lost hardware tokens will be charged to the contractor.

Electronic Messaging

- The Contractor shall provide a continuously available electronic mail communication link (email system) to facilitate communication with LDH. This email system shall be capable of attaching and sending documents created using software compatible with LDH's installed version of Microsoft Office 2016 and any subsequent upgrades as adopted.
- The Contractor shall comply with national standards for submitting protected health information (PHI) electronically and shall set up a secure email system that is password protected for both sending and receiving any protected health information.

Information Security and Access Management

- The Contractor’s system shall:
 - Employ an access management function that restricts access to varying hierarchical levels of system functionality and information. The access management function shall:
 - Restrict access to information on a “least privilege” basis, such as users permitted inquiry privileges only will not be permitted to modify information;

- Restrict access to specific SFTP or system functions and information based on an individual user profile, including inquiry only capabilities; access to all functions shall be restricted to specified staff jointly agreed to by LDH and the Contractor; and
 - Restrict unsuccessful attempts to access system functions to three (3) attempts with a system function that automatically prevents further access attempts and records these occurrences.
- Records Retention:
 - Contractor shall retain all books, records and other documents relevant to the contract and funds expended there under for at least ten (10) years after final payment. Contractor shall make available to LDH such records within thirty (30) days of LDH's written request and shall deliver such records to LDH's central office in Baton Rouge, Louisiana, all without expense to LDH. Contractor shall allow LDH to inspect, audit or copy records at the Contractor's site, without expense to LDH.

Contract Management Approach

- The Contractor must describe how it will accomplish required tasks and deliverables, as deemed necessary to deliver the required scope of work including, but not limited to:
 - Project management approach and structure;
 - Communication protocols between LDH and Contractor;
 - Interaction with other LDH Proposers;
 - Schedule for key activities and milestones; and
 - Approach to managing project risks and issues.
- An updated and detailed plan will be due to LDH within thirty (30) calendar days of contract start date by the Contractor. The Contractor's contract management work plan will be due annually thereafter.

Additional Reporting Requirements

- The Contractor must be able to design, develop, and implement reports using the electronic formats, instructions, and timeframes specified by LDH. The Contractor shall maintain flexible reporting capabilities and must be able to respond to the reporting requests of LDH and its designees.
- The Contractor shall certify all submitted data and reports, including, but not limited to, routine HEDIS performance reports, CAHPS, non-HEDIS, and PIPs. The certification must attest, based on best knowledge, information, and belief as to the accuracy, completeness and truthfulness of the

documents and data. The Contractor must submit the certification concurrently with the certified data and reports.

- Louisiana Medicaid Transparency Report
 - The Contractor shall designate one (1) staff member to serve as the single point of contact for all requests related to the Transparency Report required by La. R.S. 40:1253.2. The Contractor shall comply with all LDH instructions and definitions related to this report.
 - The Contractor shall comply with all data requests and surveys from LDH or its designee.
- Ad Hoc Reports
 - The Contractor shall prepare and submit any other reports as required and requested by LDH, any LDH designee, and/or CMS, that is related to the Contractor's duties and obligations under the contract. Ad Hoc reports shall be submitted within five (5) business days from request.
- Submission Process and Timeframes
 - The Contractor shall ensure that all required reports or files are submitted to LDH in a timely manner for review and approval. The Contractor's failure to submit the reports or files as specified may result in the assessment of monetary penalties.
 - Unless otherwise specified, deadlines for submitting files and reports are as follows:
 - Monthly reports and files shall be submitted within fifteen (15) calendar days of the end of the reporting month;
 - Quarterly reports and files shall be based on a calendar quarter and be submitted within thirty (30) calendar days of the end of the reporting quarter; and
 - Annual reports and files shall be based on a calendar year and shall be submitted within thirty (30) days of the end of the reporting year.
- If the due date occurs on a weekend or Louisiana designated holiday, the report shall be due the following business day.
- Regardless of the due date, all reports shall be submitted by close of business. For purposes of this section, close of business is defined as 5:00 p.m. Central Time.
- The Contractor agrees to prepare complete and accurate reports for submission to LDH. If after preparation and submission, an error is discovered, the Contractor shall submit accurate reports in a timeframe directed by LDH. Failure of the Contractor to submit accurate reports may result in the assessment of monetary penalties.

- The Contractor shall provide LDH with written reports that are clear, concise and useful for the audience for whom they are intended. The report shall be composed in a manner consistent with LDH specifications and with the Contractor's stated criteria. All reports shall be provided in electronic formats compatible with software applications in use by LDH (e.g., Microsoft Word, Excel) as well as in hard copy, as specified by LDH. The Contractor shall be responsible for assuring that it completely understands the specifications and requirements for all reporting and other activities under the contract. Where required, the Proposer shall provide supporting documents such as report appendices.

Additional Staffing Requirements

- **Substitution of Personnel**

- The Contractor's Key Personnel assigned to the contract shall not be replaced without the prior written consent of LDH. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any of the Contractor's personnel becomes unavailable due to resignation, illness, or other factors outside of the Contractor's reasonable control, as the case may be, the Contractor shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. The Contractor shall make every reasonable attempt to assign the personnel listed in their proposal in the positions specified in the Proposal.

- **Written Policies, Procedures, and Position Descriptions**

- The Contractor shall develop and maintain written policies, procedures, and job descriptions for each functional area, consistent in format and style.
 - The Contractor shall maintain written guidelines for developing, reviewing and approving all policies, procedures and job descriptions.
 - All policies and procedures shall be reviewed at least annually by the Contractor to ensure that the Contractor's written policies reflect current practices.
 - Job descriptions shall be reviewed at least annually by the Contractor to ensure that current duties performed by the employee reflect written requirements.
- The Contractor must submit to LDH the following items annually:
 - An updated organization chart complete with the key personnel positions. The chart must include the person's name, title, email address, and telephone number.
 - A functional organization chart of the key program areas, responsibilities and the areas of the organization that report to that position.

- **Staff Training and Meeting Attendance**

- The Contractor shall ensure that all staff members have appropriate training, education, experience and orientation to fulfill their requirements of their position prior to the beginning of work.
- The Contractor must provide initial and ongoing staff training that includes an overview of Louisiana Medicaid Policy, contract, and state and federal requirements specific to individual job functions.
- The Contractor shall provide the appropriate staff representation for attendance and participation in meetings and/or events scheduled by LDH. All meetings shall be considered mandatory for assigned Key Personnel unless otherwise indicated. Staff shall attend in person as directed by LDH. At a minimum, this includes an annual contract review and quarterly performance improvement project meetings.
- LDH reserves the right to attend any and all training programs and seminars conducted by the Contractor. The Contractor shall provide LDH a list of any training dates, time, and location, at least fourteen (14) calendar days prior to the actual date of training.

Transition Plan

- In the event of written notification of termination of the Contract by either party, the Contractor shall submit a Transition Plan ("the Plan") within thirty (30) calendar days from the date of notification, unless other appropriate timeframes have been mutually agreed upon by both the Contractor and LDH. The Plan shall address the turnover of records and information maintained by the Proposer. The Transition Plan must be a comprehensive document detailing the proposed schedule, activities, and resource requirements associated with the transition tasks. The Transition Plan must be approved by LDH.
- If the Contract is not terminated by written notification as provided in above, the Contractor shall propose a Transition Plan three (3) months prior to the end of the Contract period, including any extensions to such period. The Plan shall address the possible turnover of the records and information maintained to either LDH or a third party designated by LDH. The Transition Plan must be a comprehensive document detailing the proposed schedule, activities, and resource requirements associated with the turnover tasks. The Transition Plan must be approved by LDH.

Performance monitoring, non-compliance, and monetary penalties

- **Performance Monitoring**
 - All work performed by the Contractor will be monitored by the Medicaid Director or his/her designee.
 - LDH or its designee will monitor the operation of the Contractor for compliance with the provisions of the contract, and applicable federal and state laws and regulations.

- The Contractor shall provide access to documentation, records, premises, and staff as deemed necessary by LDH to monitor performance.
- **Non-Compliance**
 - The Contractor shall be prepared to demonstrate compliance with any deliverable outlined in the contract upon request by LDH.
 - Administrative Actions
 - Administrative actions exclude the assessment of monetary penalties and intermediate sanctions, but may include at a minimum the following:
 - A written Notice of Action when it is determined the Contractor is deficient or non-compliant with requirements or deliverables of the contract;
 - Remedial education requirement regarding program policies and practices;
 - Referral for review by appropriate professional organizations; and/or
 - Referral to the Office of the Attorney General for fraud investigation.
- **Monetary Penalties**
 - In the event the Contractor fails to meet the performance standards specified within the contract, the monetary penalties defined below may be assessed. If assessed, the monetary penalties will be used to reduce the LDH's payments to the Proposer or if the monetary penalties exceed amounts due from LDH, the Proposer will be required to make cash payments for the amount in excess.
 - a. Late submission of any required report five hundred dollars (\$500) per working day, per report.
 - b. For each day that any other contract deliverable is late, incorrect or deficient, the Contractor shall be liable to LDH for monetary penalties in an amount not to exceed fifteen hundred dollars (\$1500) per business day per deliverable.
 - LDH may also delay the assessment of monetary penalties if it is in the best interest of the Department to do so. LDH may give notice to the Contractor of a failure to meet performance standards but delay the assessment of monetary penalties in order to give the Contractor an opportunity to remedy the deficiency; if the Contractor subsequently fails to remedy the deficiency to the satisfaction of LDH, the Department may reassert the assessment of monetary penalties, even following contract termination.

- **Attorney's Fees**

- In the event LDH should prevail in any legal action arising out of the performance or non-performance of the contract, the Contractor shall pay, in addition to any monetary penalties, all expenses of such action including reasonable attorney's fees and costs. The term "legal action" shall be deemed to include administrative proceedings of all kinds, as well as all actions at law or equity.

- **Fraud and Abuse**

- The Contractor shall have internal controls and policies and procedures in place that are designed to prevent, detect, and report known or suspected fraud and abuse activities.
- Such policies and procedures must be in accordance with state and federal regulations. Contractor shall have adequate staffing and resources to investigate unusual incidents and develop and implement corrective action plans to assist the Contractor in preventing and detecting potential fraud and abuse activities.

Fixed Rate Deliverables

Year One SFY20 (September 1, 2019 through June 30,2020)			
Deliverable Tied to Payment (from Scope of Work/Services)	Unit Cost (per deliverable tied to payment)	Unit Factor (# of units to satisfy deliverable tied to payment)	Total Cost (unit cost x factor)
<i>Performance Evaluation and Improvement – HEDIS Performance Measures (PMs) Validations</i>			
Final audit reports review summary	\$ 10,759.71	1	\$ 10,759.71
Specification Document	\$ 9,094.74	1	\$ 9,094.74
<i>Performance Evaluation and Improvement – HEDIS Performance Measure Calculation and Reporting</i>			
Statewide Report	\$ 25,892.78	1	\$ 25,892.78
<i>CAHPS-A and CAHPS-C Assessment of Healthcare Providers & Systems</i>			
Dashboard Report	\$ 13,072.92	1	\$ 13,072.92
Executive Summary Report	\$ 14,070.50	1	\$ 14,070.50
Full Report	\$ 75,070.77	1	\$ 75,070.77
Survey Methodology Report	\$ 13,836.72	1	\$ 13,836.72
<i>MCE Quality Rating System (QRS)</i>			
Work Plan	\$ 17,137.37	1	\$ 17,137.37
MCE's Electronic Score(s)	\$ 5,970.12	7	\$ 41,790.84
Summary Results	\$ 6,788.37	7	\$ 47,518.59
<i>Provider Satisfaction Survey</i>			
Executive Summary Report	\$ 3,977.30	1	\$ 3,977.30
Full Report of Findings	\$ 83,456.13	1	\$ 83,456.13
<i>Performance Improvement Project (PIP) Validation(s)</i>			
PIP Report(s)	\$ 5,895.00	29	\$ 170,955.00
<i>Network Adequacy and Availability Validation - Provider Directory Accuracy</i>			
Final Audit Report(s)	\$ 11,854.84	4	\$ 47,419.36
<i>Network Adequacy and Availability Validation - Provider Access Survey(s)</i>			
Report(s) of Survey Findings	\$ 12,256.76	4	\$ 49,027.04
Survey Raw Data	\$ 754.25	4	\$ 3,017.00
<i>Network Adequacy and Availability Validation – Performance Measures Calculation and Reporting</i>			
Statewide Report	\$ 7,017.52	1	\$ 7,017.52
<i>Readiness Review(s)</i>			
Final Readiness Report(s)	\$ 35,901.56	7	\$ 251,310.92
<i>Compliance Review(s)</i>			
Targeted Reviews	\$ 17,428.55	7	\$ 121,999.85
Executive Summary Report	\$ 3,757.18	3	\$ 11,271.54
<i>EQR Technical Report</i>			
Annual Technical Report	\$ 11,073.79	7	\$ 77,516.53
<i>Medicaid Managed Care Quality Strategy Evaluation</i>			
Evaluation Methodology Tool	\$ 10,343.44	1	\$ 10,343.44
Final Evaluation Report	\$ 28,104.16	1	\$ 28,104.16
<i>Quality Companion (QC) Guide</i>			
Comprehensive Guide	\$ 10,648.16	1	\$ 10,648.16
<i>Behavioral Health Member Satisfaction Survey</i>			
Executive Summary Report	\$ 3,310.67	1	\$ 3,310.67
Full Report of Findings	\$ 83,538.00	1	\$ 83,538.00
COST AMOUNT (sum of total cost above)=		\$	1,231,157.56

Year Two SFY21 (July 1, 2020 through June 30, 2021)			
Deliverable Tied to Payment (from Scope of Work/Services)	Unit Cost (per deliverable tied to payment)	Unit Factor (# of units to satisfy deliverable tied to payment)	Total Cost (unit cost x factor)
<i>Performance Evaluation and Improvement – HEDIS Performance Measures (PMs) Validations</i>			
Final audit reports review summary	\$ 11,055.68	1	\$ 11,055.68
Specification Document	\$ 9,258.16	1	\$ 9,258.16
<i>Performance Evaluation and Improvement – HEDIS Performance Measure Calculation and Reporting</i>			
Statewide Report	\$ 26,605.77	1	\$ 26,605.77
<i>CAHPS-A and CAHPS-C Assessment of Healthcare Providers & Systems</i>			
Dashboard Report	\$ 13,432.34	1	\$ 13,432.34
Executive Summary Report	\$ 14,457.61	1	\$ 14,457.61
Full Report	\$ 76,000.53	1	\$ 76,000.53
Survey Methodology Report	\$ 14,217.16	1	\$ 14,217.16
<i>MCE Quality Rating System (QRS)</i>			
Work Plan	\$ 17,634.12	1	\$ 17,634.12
MCE's Electronic Score(s)	\$ 6,145.84	7	\$ 43,020.88
Summary Results	\$ 6,986.59	7	\$ 48,906.13
<i>Provider Satisfaction Survey</i>			
Executive Summary Report	\$ 4,086.56	1	\$ 4,086.56
Full Report of Findings	\$ 85,743.48	1	\$ 85,743.48
<i>Performance Improvement Project (PIP) Validation(s)</i>			
PIP Report(s)	\$ 6,057.25	29	\$ 175,660.25
<i>Network Adequacy and Availability Validation - Provider Directory Accuracy</i>			
Final Audit Report(s)	\$ 12,180.83	4	\$ 48,723.32
<i>Network Adequacy and Availability Validation - Provider Access Survey(s)</i>			
Report(s) of Survey Findings	\$ 12,593.81	4	\$ 50,375.24
Survey Raw Data	\$ 774.99	4	\$ 3,099.96
<i>Network Adequacy and Availability Validation – Performance Measures Calculation and Reporting</i>			
Statewide Report	\$ 7,210.50	1	\$ 7,210.50
<i>Readiness Review(s)</i>			
Final Readiness Report(s)	\$ 36,850.07	7	\$ 257,950.49
<i>Compliance Review(s)</i>			
Targeted Reviews	\$ 17,907.90	14	\$ 250,710.60
Executive Summary Report	\$ 3,860.52	6	\$ 23,163.12
<i>EQR Technical Report</i>			
Annual Technical Report	\$ 11,378.35	7	\$ 79,648.45
<i>Medicaid Managed Care Quality Strategy Evaluation</i>			
Evaluation Methodology Tool	\$ 5,633.44	1	\$ 5,633.44
Final Evaluation Report	\$ 28,877.18	1	\$ 28,877.18
<i>Quality Companion (QC) Guide</i>			

Comprehensive Guide	\$	6,745.29	1	\$	6,745.29
<i>Behavioral Health Member Satisfaction Survey</i>					
Executive Summary Report	\$	3,371.36	1	\$	3,371.36
Full Report of Findings	\$	85,793.60	1	\$	85,793.60
COST AMOUNT (sum of total cost above)=			\$	1,391,381.22	

Year Three SFY22 (July 1, 2021 through June 30, 2022)				
Deliverable Tied to Payment (from Scope of Work/Services)	Unit Cost (per deliverable tied to payment)	Unit Factor (# of units to satisfy deliverable tied to payment)	Total Cost (unit cost x factor)	
Performance Evaluation and Improvement – HEDIS Performance Measures (PMs) Validations				
Final audit reports review summary	\$ 11,359.75	1	\$ 11,359.75	
Specification Document	\$ 6,275.30	1	\$ 6,275.30	
Performance Evaluation and Improvement – HEDIS Performance Measure Calculation and Reporting				
Statewide Report	\$ 30,488.21	1	\$ 30,488.21	
CAHPS-A and CAHPS-C Assessment of Healthcare Providers & Systems				
Dashboard Report	\$ 13,801.77	1	\$ 13,801.77	
Executive Summary Report	\$ 14,855.23	1	\$ 14,855.23	
Full Report	\$ 76,955.71	1	\$ 76,955.71	
Survey Methodology Report	\$ 14,607.98	1	\$ 14,607.98	
MCE Quality Rating System (QRS)				
Work Plan	\$ 18,146.33	1	\$ 18,146.33	
MCE’s Electronic Score(s)	\$ 6,325.73	7	\$ 44,280.11	
Summary Results	\$ 7,189.61	7	\$ 50,327.27	
Provider Satisfaction Survey				
Executive Summary Report	\$ 4,198.95	1	\$ 4,198.95	
Full Report of Findings	\$ 88,093.13	1	\$ 88,093.13	
Performance Improvement Project (PIP) Validation(s)				
PIP Report(s)	\$ 6,223.72	29	\$ 180,487.88	
Network Adequacy and Availability Validation- Provider Directory Accuracy				
Final Audit Report(s)	\$ 12,515.77	4	\$ 50,063.08	
Network Adequacy and Availability Validation - Provider Access Survey(s)				
Report(s) of Survey Findings	\$ 12,940.11	4	\$ 51,760.44	
Survey Raw Data	\$ 796.30	4	\$ 3,185.20	
Network Adequacy and Availability Validation – Performance Measures Calculation and Reporting				
Statewide Report	\$ 7,408.78	1	\$ 7,408.78	
Readiness Review(s)				
Final Readiness Report(s)	\$ 37,824.39	7	\$ 264,770.73	
Compliance Review(s)				
Comprehensive Review	\$ 46,182.74	7	\$ 323,279.18	
Targeted Reviews	\$ 18,400.32	7	\$ 128,802.24	
Executive Summary Report	\$ 3,966.65	6	\$ 23,799.90	
EQR Technical Report				
Annual Technical Report	\$ 11,691.32	7	\$ 81,839.24	
Medicaid Managed Care Quality Strategy Evaluation				
Evaluation Methodology Tool	\$ 5,788.27	1	\$ 5,788.27	
Final Evaluation Report	\$ 29,671.11	1	\$ 29,671.11	
Quality Companion (QC) Guide				
Comprehensive Guide	\$ 6,930.75	1	\$ 6,930.75	
Behavioral Health Member Satisfaction Survey				
Executive Summary Report	\$ 3,433.71	1	\$ 3,433.71	
Full Report of Findings	\$ 88,110.72	1	\$ 88,110.72	
COST AMOUNT (sum of total cost above)=		\$	1,622,720.97	

Year One SFY20 Technical Assistance and Optional Activities Hourly Rate (September 1, 2019 through June 30,2020)					
Deliverable Tied to Payment	Position	Hourly Rate	Anticipated Hours per Year	Position Description	Total Cost
6.2.11 AD-HOC Technical Assistance	VP Managed Care, Director, Medical Director, Asst. Director, Sr. Analyst, Sr. Research	\$ 167.30	224.00	QI and performance measurement expertise including certified HEDIS auditor, subject matter expert – performance measurement	\$ 37,475.20
6.2.11.4.1 Conduct Focus Studies	VP Managed Care, Director, Medical Director, Asst. Directors, Clinical Analyst, Project Manager, Technical Writer	\$ 131.01	329.00	Clinicians, QI and performance measurement expertise, statistical and analytic support	\$ 43,102.29
6.2.11.4.2 Validation of Encounter Data	Director, Asst. Director, Project Manager	\$ 143.23	260.00	Data management, validation and reporting expertise, analytic support, programmers	\$ 37,239.80
6.2.11.4.3 Administration or Validation of Consumer or Provider Survey	Director, Medical Director, Asst. Director	\$ 140.17	120.00	Clinicians, subject matter expert – survey management, certified HEDIS auditor	\$ 16,820.40
6.2.11.4.4 Conduct and Facilitate performance improvement projects	VP Managed Care, Director, Medical Director, Asst. Directors, Project Manager	\$ 148.25	225.00	Clinicians, QI and performance measurement expertise, statistical and analytic support	\$ 33,356.25
6.2.11.4.5 Calculation of Performance Measures	Directors, Medical Director, Asst. Director, Project Manager	\$ 152.40	125.00	Clinicians, QI and performance measurement expertise, programmers	\$ 19,050.00
6.2.11.4.6 Developing and Monitoring Corrective Action Plans	VP Managed Care, Director, Medical Director, Asst. Director	\$ 132.74	60.00	QI expertise, administrative support	\$ 7,964.40
6.2.11.4.7 Produce Additional reports at the request of LDH	Director, Asst. Directors, Project Manager	\$ 130.19	70.00	QI expertise, analytic support, programmers	\$ 9,113.30
6.2.11.4.8 Validation of Network Adequacy	Directors, Asst. Director, Project Manager	\$ 124.80	70.00	Subject matter expert – provider network measurement and validation, statistical and analytic support, programmers	\$ 8,736.00
6.2.11.4.9 Validation of MCO Quality Reports for Behavioral Health	VP Managed Care, Director, Medical Director, Asst. Directors, Project Managers, Technical Writer	\$ 119.34	270.00	Subject matter expert – behavioral health, clinicians, QI expertise, statistical and analytic support	\$ 32,221.80
6.2.11.4.10 Behavioral Health Provider Sample Selection for QM Audits	Director, Medical Director, Asst. Directors, Project Managers, Technical Writer	\$ 128.66	102.00	Clinicians, QI expertise, statistical and analytic support	\$ 13,123.32
		\$ -	0.00		\$ -
COST AMOUNT (sum of total cost above)	\$ 258,202.76				
Year Two SFY21 Technical Assistance and Optional Activities Hourly Rate (July 1, 2020 through June 30, 2021)					

Deliverable Tied to Payment	Position	Hourly Rate	Anticipated Hours per Year	Position Description	Total Cost
6.2.11 AD-HOC Technical Assistance	VP Managed Care, Director, Medical Director, Asst. Director, Sr. Analyst, Sr. Research	\$ 171.90	224.00	QI and performance measurement expertise including certified HEDIS auditor, subject matter expert – performance measurement	\$ 38,505.60
6.2.11.4.1 Conduct Focus Studies	VP Managed Care, Director, Medical Director, Asst. Directors, Clinical Analyst, Project Manager, Technical Writer	\$ 134.61	329.00	Clinicians, QI and performance measurement expertise, statistical and analytic support	\$ 44,286.69
6.2.11.4.2 Validation of Encounter Data	Director, Asst. Director, Project Manager	\$ 147.17	260.00	Data management, validation and reporting expertise, analytic support, programmers	\$ 38,264.20
6.2.11.4.3 Administration or Validation of Consumer or Provider Survey	Director, Medical Director, Asst. Director	\$ 144.02	120.00	Clinicians, subject matter expert – survey management, certified HEDIS auditor	\$ 17,282.40
6.2.11.4.4 Conduct and Facilitate performance improvement projects	VP Managed Care, Director, Medical Director, Asst. Directors, Project Manager	\$ 152.33	225.00	Clinicians, QI and performance measurement expertise, statistical and analytic support	\$ 34,274.25
6.2.11.4.5 Calculation of Performance Measures	Directors, Medical Director, Asst. Director, Project Manager	\$ 156.59	125.00	Clinicians, QI and performance measurement expertise, programmers	\$ 19,573.75
6.2.11.4.6 Developing and Monitoring Corrective Action Plans	VP Managed Care, Director, Medical Director, Asst. Director	\$ 136.40	60.00	QI expertise, administrative support	\$ 8,184.00
6.2.11.4.7 Produce Additional reports at the request of LDH	Director, Asst. Directors, Project Manager	\$ 133.77	70.00	QI expertise, analytic support, programmers	\$ 9,363.90
6.2.11.4.8 Validation of Network Adequacy	Directors, Asst. Director, Project Manager	\$ 128.23	70.00	Subject matter expert – provider network measurement and validation, statistical and analytic support, programmers	\$ 8,976.10
6.2.11.4.9 Validation of MCO Quality Reports for Behavioral Health	VP Managed Care, Director, Medical Director, Asst. Directors, Project Managers, Technical Writer	\$ 122.62	270.00	Subject matter expert – behavioral health, clinicians, QI expertise, statistical and analytic support	\$ 33,107.40
6.2.11.4.10 Behavioral Health Provider Sample Selection for QM Audits	Director, Medical Director, Asst. Directors, Project Managers, Technical Writer	\$ 132.20	102.00	Clinicians, QI expertise, statistical and analytic support	\$ 13,484.40
		\$ -	0.00		\$ -
COST AMOUNT (sum of total cost above)	\$ 265,302.69				

Year Three Technical Assistance and Optional Activities Hourly Rate SFY22 (July 1, 2021 through June 30, 2022)					
Deliverable Tied to Payment	Position	Hourly Rate	Anticipated Hours per Year	Position Description	Total Cost
6.2.11 AD-HOC Technical Assistance	VP Managed Care, Director, Medical Director, Asst. Director, Sr. Analyst, Sr. Research	\$ 176.63	224.00	QI and performance measurement expertise including certified HEDIS auditor, subject matter expert – performance measurement	\$ 39,565.12
6.2.11.4.1 Conduct Focus Studies	VP Managed Care, Director, Medical Director, Asst. Directors, Clinical Analyst, Project Manager, Technical Writer	\$ 138.31	329.00	Clinicians, QI and performance measurement expertise, statistical and analytic support	\$ 45,503.99
6.2.11.4.3 Administration or Validation of Consumer or Provider Survey	Director, Medical Director, Asst. Director	\$ 147.98	120.00	Clinicians, subject matter expert – survey management, certified HEDIS auditor	\$ 17,757.60
6.2.11.4.4 Conduct and Facilitate performance improvement projects	VP Managed Care, Director, Medical Director, Asst. Directors, Project Manager	\$ 156.52	225.00	Clinicians, QI and performance measurement expertise, statistical and analytic support	\$ 35,217.00
6.2.11.4.5 Calculation of Performance Measures	Directors, Medical Director, Asst. Director, Project Manager	\$ 160.89	125.00	Clinicians, QI and performance measurement expertise, programmers	\$ 20,111.25
6.2.11.4.6 Developing and Monitoring Corrective Action Plans	VP Managed Care, Director, Medical Director, Asst. Director	\$ 140.15	60.00	QI expertise, administrative support	\$ 8,409.00
6.2.11.4.7 Produce Additional reports at the request of LDH	Director, Asst. Directors, Project Manager	\$ 137.45	70.00	QI expertise, analytic support, programmers	\$ 9,621.50
6.2.11.4.8 Validation of Network Adequacy	Directors, Asst. Director, Project Manager	\$ 131.76	70.00	Subject matter expert – provider network measurement and validation, statistical and analytic support, programmers	\$ 9,223.20
6.2.11.4.9 Validation of MCO Quality Reports for Behavioral Health	VP Managed Care, Director, Medical Director, Asst. Directors, Project Managers, Technical Writer	\$ 125.99	270.00	Subject matter expert – behavioral health, clinicians, QI expertise, statistical and analytic support	\$ 34,017.30
6.2.11.4.10 Behavioral Health Provider Sample Selection for QM Audits	Director, Medical Director, Asst. Directors, Project Managers, Technical Writer	\$ 135.83	102.00	Clinicians, QI expertise, statistical and analytic support	\$ 13,854.66
		\$ -	0.00		
COST AMOUNT (sum of total cost above)	\$ 233,280.62				

Year Three SFY23Technical Assistance and Optional Activities Hourly Rate (July 1, 2022 through August 31, 2022)					
Deliverable Tied to Payment	Position	Hourly Rate	Anticipated Hours per Year	Position Description	Total Cost
6.2.11.4.2 Validation of Encounter Data	Director, Asst. Director, Project Manager	\$ 151.21	260.00	Data management, validation and reporting expertise, analytic support, programmers	\$ 39,314.60
COST AMOUNT (sum of total cost above)	\$ 39,314.60				

Total Contract Cost (Not to exceed) \$ 5,041,360.42

Additional Terms of Payment

LDH reserves the right to adjust the Contract Year Payment based on the number and type of managed care entity in effect at the time. The Contract payments will be determined by multiplying the unit of deliverables times the unit cost for each deliverable. The base monthly contract amount will be paid upon submission of invoice and required work plan showing status and satisfactorily meeting deliverables. The Contractor is responsible for all travel costs. Contractor shall submit all invoices electronically to LDH Designee.

Retainage

The Department shall secure a retainage of 10% from all billings under the contract as surety for performance. On successful completion of contract deliverables, the retainage amount may be released on an annual basis. Within sixty (60) days of the termination of the contract, if the contractor has performed the contract services to the satisfaction of the Department and all invoices appear to be correct, the Department shall release all retained amounts to the contractor.

