



**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: 2000114031 (1)

Vendor: Island Peer Review Organization (IPRO)

Description: Serves as the External Review Organization (EQRO) for the State

Approved By: Pamela Rice

Approval Date: 8/30/2017

Your amendment that was submitted to OSP has been approved.

Approved by Jt. Legislative Comm. on the Budget
 Date: 8-11-17

Rev 2017-01

AMENDMENT TO
 AGREEMENT BETWEEN STATE OF LOUISIANA
 LOUISIANA DEPARTMENT OF HEALTH

Amendment #: 1
 LAGOV#: 2000114031
 LDH #: 060359

(Regional/ Program/
 Facility) Medical Vendor Administration
Bureau of Health Services Financing
 AND
Island Peer Review Organization (IPRO)
 Contractor Name

Original Contract Amt \$ 3,720,024.00
 Original Contract Begin Date 09-03-2014
 Original Contract End Date 08-31-2017
 RFP Number: _____

AMENDMENT PROVISIONS

Change Contract From: From Maximum Amount: \$ 3,720,024.00 Current Contract Term: 09/03/2014-08/31/2017

CF-1 Block 13 SFY15 \$716,983 SFY16 \$1,221,219 SFY17\$1,763,086 SFY18 \$18,736
 CF-1 Block 9 SFY15 \$716,983 SFY16 \$1,221,219 SFY17\$1,763,086 SFY18 \$18,736

Attachment 2 Statement of Work (as approved)

Attachment 3 Fee Schedule (as approved)

The Contract Year Payment were calculated by the number of contracted health plans and the appropriate unit cost in the Fee Schedule with terms of payment and 10% retainage fee of invoices. Technical Assistance hourly rate \$131.67 per hour (ph)

Change Contract To: To Maximum Amount: \$ 6,087,648.00 Changed Contract Term: 09/03/2014-08/31/2019

CF-1 Block 13 SFY15 \$716,983 SFY16 \$1,221,219 SFY17\$1,763,086 SFY18 \$1,238,389 SFY19 \$1,101,880 SFY20 \$46,090.60
 CF-1 Block 9 SFY15 \$716,983 SFY16 \$1,221,219 SFY17\$1,763,086 SFY18 \$1,238,389 SFY19 \$1,101,880 SFY20 \$46,090.60

Attachment 2 Statement of Work (as revised)

Attachment 3 Fee Schedule (as revised)

The Contract Year payment were calculated by the number of contracted health plans and the appropriate unit cost in the Fee Schedule with terms of payment and 10% retainage fee of invoices. Technical Assistance hourly rate \$134.30 per hour for SFY18 and \$136.99 in SFY19.

Justifications for amendment:

IPRO functions as the External Review Organization (EQRO), ensuring the state adheres to federal regulations set forth in 42 CFR §438 subpart E. The Department is requesting to extend contract services for 2 years for the following reasons:

- 1) To avoid disruption of the external quality review process;
- 2) To evaluate MCEs' performance to provide quality covered benefits and services to Louisiana Medicaid enrollees

The contract's fee schedule has been revised to include the cost of deliverables that will be provided during the next 2 years of the contract's extension. The change in rate for 2018 and 2019 represents a 2% cost of living increase.

This Amendment Becomes Effective: 09-01-2017

This amendment contains or has attached hereto all revised terms and conditions agreed upon by contracting parties.

IN WITNESS THEREOF, this amendment is signed and entered into on the date indicated below.

CONTRACTOR

Island Peer Review Organization (IPRO)



8/25/2017

CONTRACTOR SIGNATURE

DATE

PRINT
 NAME

Theodore O. Will

CONTRACTOR
 TITLE

CEO, Island Peer Review Organization

**STATE OF LOUISIANA
 LOUISIANA DEPARTMENT OF HEALTH**

Secretary, Louisiana Department of Health or Designee



SIGNATURE

DATE

NAME

Jen Steele

TITLE

Medicaid Director

OFFICE

PROGRAM SIGNATURE

DATE

NAME

Piia Hanson, Medicaid Quality Section Chief

**Attachment 2 -Amendment 1
Statement of Work
IPRO – Island Peer Review Organization**

PROJECT OVERVIEW:

By contracting with the EQRO, LDH ~~DHH~~ seeks to achieve the following objectives:

1. Conduct readiness reviews for new Medicaid managed care plans;
2. Conduct annual reviews for Medicaid managed care plans;
3. Ensure quality of data collected from Medicaid managed care plans;
4. Achieve measurable improvements in the health status of the Medicaid managed care plans' enrollees;
5. Ensure that Medicaid managed care plans' enrollees have access to and the availability of an adequate network;
6. Narrow the gap between evidence-based recommendations/standards of care and actual practice;
7. Facilitate collaboration among Medicaid managed care plans and between Medicaid managed care plans and their common provider networks on shared, focused quality improvement goals;
and
8. Identify Medicaid managed care activities that meet Department of Health and Human Services (HHS) requirements to be included in Medical Loss Ratio (MLR) calculations as quality improvement or health information technology related activities.

Goals and Purpose:

To ensure that Louisiana Medicaid recipients receive high quality, appropriate care, the external quality review organization will perform activities consistent with Federal Medicaid regulations (described in 42 CFR 438) for Louisiana Medicaid Managed Care Organizations, ~~Managed Long Term Supports and Services Organizations~~, Medicaid Dental Prepaid Ambulatory Health Plan, and the Medicaid Managed Behavioral Health Organization.

DELIVERABLES:

The contractor shall perform deliverables as set forth in the Request for proposal (RFP). ~~DHH~~ **LDH** accepts the IPRO Technical proposal as written; however, the RFP shall take precedence over the IPRO Technical Proposal in the event of any inconsistency or conflict among these documents.

SECTION 1: QUALITY

- I. The Contractor shall conduct Readiness Reviews ~~for all Medicaid Managed Care plans~~ to evaluate each prospective plan's compliance with **LDH ~~DHH~~'s** contract requirements for the Medicaid managed care plans. The number of plans reviewed will depend on the number of new contracts awarded by **LDH ~~DHH~~**; however, no more than 7 readiness reviews shall be conducted by contractor.

Performance Measures:

- The readiness review shall be conducted before the **Medicaid managed care** plan begins to enroll members and will be divided into two segments: a desk review of materials and documents and an on-site visit to review those areas not covered in the desk review. This will be completed *within 60 days of the contract implementation*.
 - The desk review shall be conducted for all managed care plans and include review of all policies and procedures, program descriptions, committee minutes, manuals, handbooks, and quality data.

- The on-site visit for all managed care plans will be conducted in the Medicaid managed care plan office to review credentialing files, medical records, conduct staff interviews and provide feedback.
- The Contractor shall develop review criteria/tools to be used during readiness reviews. These tools shall be submitted to **LDH DHH** for approval *within thirty (30) calendar days* of being notified by **LDH DHH** of final contract approval by the Office of State Procurement.
- The contractor shall share **LDH-approved** ~~DHH-approved~~ review criteria/tools in advance with each Medicaid managed care plan to ensure adequate preparation and discussion.
- The Contractor shall schedule a conference call/discussion with each Medicaid managed care plan in conjunction with **LDH DHH** to describe the process (both document review and on-site review) and detail the topics of the upcoming review, *no later than 30 after receiving LDH DHH-approval*. The Contractor will submit a written report of review findings to ~~DHH~~ **LDH** within *7 business days* after completion of each Medicaid managed care plan review. This report shall address any Medicaid managed care plan deficiencies requiring corrective action.

Monitoring Plan:

- The Contract Monitor will provide oversight and work with the Contractor to ensure full compliance with contractual requirements.
- The Contractor will hold monthly conference calls with the Contract Monitor to provide updates on progress, risks, and barriers.
- Payment will be made to the contractor after the written report of review findings has been approved by the Contractor Monitor in accordance with the fee scheduled attached hereto.
- ~~Contract Monitor~~ All work performed by the contract will be monitored by the Contract Monitor, Section Chief of Medicaid Quality **Improvement, Management, Statistics and Reporting** or designee:

~~Beverly Hardy-Decuir~~ **Piia Hanson**

~~Department of Health and Hospitals~~ **Louisiana Department of Health (LDH)**

Bureau of Health Services Financing

PO Box 91030

Baton Rouge, LA 70821-9030

(225) 342-6917

II. The Contractor shall provide **technical assistance** to all Medicaid managed care plans and **LDH DHH**.

The Contractor shall provide on-going technical assistance to the Medicaid managed care plan's Quality Improvement staff as they attempt to fulfill their quality of care obligations ~~to with LDH DHH~~. Technical assistance shall include, but not be limited to, **performance improvement project development, performance improvement education covering topic selections and implementation**, performance measure support, **HEDIS training focusing on state high- priority measures**, and the development of a Quality Companion Guide.

The Quality Companion Guide shall include, but is not limited to, written instruction for performance improvement projects, performance measure specifications and validation processes, **readiness reviews, annual compliance reviews, provider surveys, annual technical reports and focused studies**. The Quality Companion Guide shall be submitted to **LDH DHH** for approval within sixty (60) days of contract implementation or **upon when updates are requested from LDH**.

The Contractor shall conduct a comparison study of all Medicaid managed care plans' performance measures annually. The Contractor shall provide ad-hoc technical assistance to **LDH DHH** and **to any all** Medicaid managed care plans upon request and approval of ~~DHH~~ **LDH**.

Performance Measures:

- The contractor shall provide documentation of technical assistance provided to non-Medicaid, **LDH DHH** collaborative agencies.

- The contractor shall maintain an **itemized** log of all technical assistance requests from the managed care plans and will provide **LDH DHH** with an **itemized** update as part of ~~the~~ **their** monthly progress report.
- The contractor shall submit monthly invoices for consulting services (i.e., technical assistance) at a fixed hourly rate of ~~\$131.67~~ **\$134.30** per hour.

Monitoring Plan:

- Monthly progress reports will be submitted to the Contract Monitor on the performance measures.
- The Contract Monitor will provide oversight and ensure full compliance with contractual requirements.

III. The contractor shall develop and submit the Quality Companion Guide to **LDH DHH** *within sixty (60) days* of contract implementation. **In addition, the contractor shall work with LDH to make any necessary revisions and updates as needed to the Quality Companion Guide.**

Monitoring Plan:

- The Contract Monitor will provide oversight and ensure full compliance with contractual requirements.

IV. Upon request by **LDH DHH**, the Contractor shall review **managed care plan activities** to determine whether they meet U.S. Department of Health and Services (HHS) requirements to be included in Medical Loss Ratio (MLR) calculations as recommended by the National Association of Insurance Commissioners (NAIC) and as adopted by HHS.

Performance Measures:

100% of the requests from **LDH DHH** for managed care plan activities will be reviewed *within 30 calendar days* of the request for compliance with the U.S. Department of Health and Services requirements (45 CFR 158.150-1), to be included in the medical loss ratio calculations.

Monitoring Plan:

- The Contractor will hold monthly conference calls with the Contract Monitor to provide updates on progress, risks, and barriers.
- The Contract Monitor will provide oversight and ensure full compliance with contractual requirements.
- Payment will be made to the contractor after the written report of review findings has been approved by the Contractor Monitor in accordance with the fee scheduled attached hereto.

V. The Contractor shall validate each Medicaid Managed Care Plan's **Performance Improvement Projects (PIP)** utilizing CMS's most current Validating Performance Improvement Projects protocol.

Performance Measures:

- a. The Contractor shall develop and ~~submits~~ **submit** draft PIP validation methodology including submission requirements, timelines, baseline measurement data period, submission tool and instructions, and validation protocol to **LDH DHH** for review and approval *no later than March 30th of each year.* ~~March 30, 2015.~~
- b. The contractor shall finalize PIP validation methodology based on **LDH DHH** feedback no later than ~~April 30, 2015~~ **April 30th of each year for Healthy Louisiana, Magellan Health, MCNA Dental Plan.** ~~Bayou Health and Dental Plans. and no later than August 30, 2016 for MLTSS Plans.~~
- c. The validation of each Medicaid Managed Care Plan is conducted by the contractor annually utilizing the PIP Validation ~~PIP~~ protocol:
 - The contractor assesses the Medicaid managed care ~~plan's~~ **plans'** methodology for conducting the PIP.
 - The contractor verifies actual PIP study findings.

- The contractor evaluates validity and reliability of study results.
- d. The technical report includes information on the validation of PIPs required by the State to comply with requirements set forth in § 438.240(b) (1) and that were underway during the preceding 12 months.
 - e. The technical report describes the manner in which the data from the validation of **the** PIPs were aggregated and analyzed, and conclusions were drawn as to the quality, timeliness, and access to ~~the~~ care furnished by the ~~Plan~~ **Plans**.
 - f. The technical report includes the following related to the validation of PIPs:
 - Objectives;
 - Methods of data collection and analysis (Note: this should include a description of the validation process/methodology, e.g., was the CMS PIP validation protocol used, or a method consistent with the CMS protocol);
 - Description of data obtained; and
 - Conclusions drawn from the data.
 - g. The Contractor shall ensure that the technical report includes an assessment of the overall validity and reliability of study results and includes any threats to accuracy/confidence in reporting.
 - h. The technical report includes validation results for all State-required PIP topics for the current EQR review cycle.
 - i. 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.

Monitoring Plan:

- A written validation report will be submitted to **LDH** ~~DHH~~ annually.
- Payment will be made to the contractor after the written report of review findings has been approved by the Contractor Monitor in accordance with the fee scheduled attached hereto.
- The Contractor will hold monthly conference calls with the Contract Monitor to provide updates on progress, risks, and barriers.
- The Contract Monitor will provide oversight and ensure full compliance with contractual requirements.

- VI.** The Contractor shall validate each Medicaid Managed Care Plan’s Performance Measures (PM).

Performance Measures:

- a. The Contractor follows CMS’s most current “Validating Performance Measures” protocol for validating the PMs.
- b. The validation of PMs is conducted annually and includes:
 - Review of the data management processes of the Medicaid managed care plan;
 - Algorithmic compliance (the translation of captured data into actual statistics) with specifications defined by **LDH** ~~DHH~~; and
 - Verification of performance measures to confirm that the reported results are based on accurate source information.
- c. The technical report includes information on the validation of Plan PMs reported (as required by the state) or Plan PMs calculated by the state during the preceding 12 months to comply with requirements set forth in 42 C.F.R. § 438.240(b) (2).
- d. The technical report describes the manner in which the data from the validation of PMs were aggregated and analyzed, and conclusions were drawn as to the quality, timeliness, and access to the care furnished by the Plan.
- e. The technical report includes the following related to the validation of PMs:
 - Objectives;
 - Methods of data collection and analysis (Note: this should include a description of the validation process/methodology, e.g., was the CMS PM Validation protocol used, or a method consistent with the CMS protocol);
 - Description of data obtained; and
 - Conclusions drawn from the data.
- f. The technical report clearly documents which PMs the state required the EQRO to validate for the current EQR review cycle (Note: this may be a subset of reported PMs or all reported PMs).

- g. The technical report indicates that the EQR performed an assessment of the Plan's information system as part of the validation process.
- h. The technical report includes validation results of PMs for each Plan for the current EQR review cycle.
- i. The technical report includes outcomes information associated with each PM for the current EQR review cycle.

Monitoring Plan:

- A written validation report will be submitted to ~~LDH-DHH~~ annually.
- The Contractor will hold monthly conference calls with the Contract Monitor to provide updates on progress, risks, and barriers.
- Payment will be made to the contractor after the written report of review findings has been approved by the Contractor Monitor in accordance with the fee scheduled attached hereto.
- The Contract Monitor will provide oversight and ensure full compliance with contractual requirements.

- VII.** The Contractor shall review each Medicaid managed care plan's compliance with ~~DHH's~~ LDH's standards for access to care, structure and operations, and quality measurement and improvement.

Performance Measures:

- a. Validation of the Medicaid managed care plan compliance is conducted annually.
- b. The following seven activities are performed that comprise this protocol:
 - Planning for compliance monitoring activities;
 - Obtaining background information from ~~LDH DHH~~;
 - Documenting review;
 - Conducting interviews;
 - Collecting any other accessory information (e.g., from site visits);
 - Analyzing and compiling findings; and
 - Reporting results to ~~LDH DHH~~.
- c. The deeming option is implemented as allowed in 42 CFR §438.360. To ensure ~~DHHS~~ **LDHs** compliance with CMS requirements, and for the related standard to be exempt from review, the Medicaid managed care ~~plan's score~~ **plans' scores** on the accreditation standard/element must be 100% of the point value during the most recent accreditation survey (within the recent 3 year period). Otherwise, a full review of the Medicaid managed care plan will be conducted by the EQRO.

Monitoring Plan:

- A written report detailing the MCOs' compliance with ~~LDH DHH~~ standards for access to care will be submitted to ~~LDH DHH~~ annually.
- The Contractor will hold monthly conference calls with the Contract Monitor to provide updates on progress, risks, and barriers.
- Payment will be made to the contractor after the written report of review findings has been approved by the Contractor Monitor in accordance with the fee scheduled attached hereto.
- The Contract Monitor will provide oversight and ensure full compliance with contractual requirements.

- VIII.** The Contractor shall conduct ~~at least two (2)~~ studies on quality that focus on a particular aspect of clinical or nonclinical services at a point in time (as described in 42 CFR §438.358(c) (5)) as determined by the LDH.

Performance Measures:

- a. The contractor follows the eight steps for conducting Focused Studies:
 - Select the study topic(s);
 - Define the study question(s);
 - Select the study variable(s);
 - Study the whole population or use a representative sample;
 - Use sound sampling methods;
 - Reliably collect data;

- Analyze data and interpret study results; and
 - Report results to the **LDH ~~DHH~~**.
- b. The technical report includes the following related to conducting focused studies:
- Objectives;
 - Methods of data collection and analysis;
 - Description of data obtained; and
 - Conclusions drawn from the data.
- c. A statewide provider survey is administered by the contractor annually.

Monitoring Plan:

- A written report detailing the Focused Studies will be submitted to **LDH ~~DHH~~** annually.
- The Contractor will hold monthly conference calls with the Contract Monitor to provide updates on progress, risks, and barriers.
- Payment will be made to the contractor after the written report of review findings has been approved by the Contractor Monitor in accordance with the fee scheduled attached hereto.
- The Contract Monitor will provide oversight and ensure full compliance with contractual requirements.

IX. Provider Satisfaction Survey Administration

- The contractor will prepare and submit a draft ~~survey~~ plan on the survey administration cycle, which will include: survey instrument design, sampling methodology, survey administration process, data collection, data analysis, survey tracking, confidentiality, and reporting to **LDH ~~DHH~~** for review and approval no later than **June 30th of each year. 30, 2015**.
- In administering the survey, the contractor will ensure full compliance with specific requirements for Louisiana Medicaid, as defined by **LDH ~~DHH~~**. The surveys should assess provider office characteristics and operations, office staff and provider perceptions of MCO practices, and overall provider satisfaction with the MCO.
- The contractor will provide to **LDH ~~DHH~~** annual provider survey reports summarizing findings from the MCOs' previous year survey with health care providers participating in Louisiana Medicaid Managed Care. (**no later than June 1st.) June 1, 2015; June 1, 2016**).
- Provider survey results will be submitted to **LDH ~~DHH~~** annually.
- Payment will be made to the contractor after the written report of review findings has been approved by the Contractor Monitor in accordance with the fee scheduled attached hereto.

SECTION 2: OPERATIONS

- I.** To prepare each Medicaid managed care plan for an annual review, the Contractor must schedule a conference call/discussion with management staff of each Medicaid managed care plan in conjunction with **LDH ~~DHH~~** to describe the process (both document review and on-site interviews/discussions) and detail the topics to be reviewed. Review criteria/tools, as approved by **LDH ~~DHH~~**, will be shared by the Contractor in advance with each Medicaid managed care plan to ensure adequate preparation and discussion.

Performance Measures:

- a. Conference calls with MCO management staff and **LDH ~~DHH~~** are conducted to describe the document review and on-site interviews/discussions.
- b. Review criteria is submitted to **LDH ~~DHH~~** for approval and shared with the MCOs.

- II.** The Contractor shall coordinate, host and participate in regularly scheduled quarterly meetings provided to Medicaid managed care plans to disseminate information pertaining to quality measures, quality improvement, and other topics specific to quality issues. Quarterly Quality meetings shall be accessible to Medicaid managed care plans in-person, via teleconference, and/or via webinar.

Performance Measures:

- a. Quarterly Quality meetings are held with MCOs with dissemination of information pertaining to quality measures, quality improvement, and other topics related to quality issues.
- b. Meeting minutes of these quarterly meetings will be provided to **LDH DHH** *within ten (10) business days* following each meeting.
- c. The contractor will work with MCOs on areas where opportunities for improvement with the quality measures have been identified.

Monitoring Plan:

- Meeting minutes of the quarterly meetings provided to **LDH DHH** *within 10 business days* following each meeting.
- The Contract Monitor will provide oversight and ensure full compliance with contractual requirements.

- III.** The Contractor shall attend and participate in each Medicaid managed care plan's Quality Assessment and Performance Improvement (QAPI) Committee quarterly meetings as requested by **LDH DHH** or by the Medicaid managed care plan.

Performance Measures:

- a. The contractor participates in the MCOs QAPI Committee quality meetings.

SECTION 3: STAFFING

- I.** The EQRO must meet the following requirements of 42 CFR § 438.354 located at http://edocket.access.gpo.gov/cfr_2006/octqtr/pdf/42cfr438.354.pdf.

The EQRO shall have:

- a. Staff with demonstrated experience and knowledge of:
 - Medicaid recipients, 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.
- b. Sufficient physical, technological, and financial resources to conduct EQR or EQR-related activities.
- c. Other clinical and non-clinical skills necessary to carry out EQR or EQR-related activities and to oversee the work of any subcontractors.

- II.** The Contractor shall provide sufficient administrative and organizational staff to implement the provisions and requirements of the contract and for fulfillment of the contractual obligations.

- III.** The Contractor shall ensure that all staff has the training, education, experience and orientation to conduct activities under the contract resulting from this RFP.

- IV.** The Contractor shall conduct National Background Checks on all staff.

- a. All temporary, permanent, subcontracted, part-time and full-time Contractor staff working on Louisiana Medicaid contracts must have a national criminal background check within the twelve months prior to starting work on the contract. The results shall include all felony convictions and shall be submitted to **LDH DHH** for review prior to the staff's start of work on the contract.
- b. Any employee with a background unacceptable to **LDH DHH** must be prohibited from working on this contract or immediately removed from the project by the Contractor. Examples of felony convictions that are unacceptable include but are not limited to those convictions that represent a potential risk to the security of data systems and/or Protected Health Information (PHI), potential for healthcare fraud, or pose a risk to the safety of **LDH** employees.
- c. The national criminal background checks must also be performed every two (2) years for all temporary, permanent, subcontracted, part-time and full-time Contractor staff working on this contract beginning with the 25th month following contract effective date. The Contractor will be responsible for all costs to conduct the criminal background checks.

- d. The Contractor shall provide the results of the background checks, in a report upon its completion, to **LDH DHH** on only those employees currently employed on the contract. The format of the report shall be approved by **LDH-DHH** and shall include all copies of background checks as an appendix to the report.
- e. The Contractor must ensure that all entities or individuals performing services under this contract are not “Ineligible Persons” to participate in the Federal health care programs or in Federal procurement or non-procurement programs or have been convicted of a criminal offense that falls within the ambit of 42 U.S.C. § 1320a-7(a), but has not yet been excluded, debarred, suspended, or otherwise declared ineligible. Exclusion lists include the Department of Health and Human Services/ Office of Inspector General List of Excluded Individuals/Entities.
- f. All temporary, permanent, subcontracted, part-time and full-time Contractor staff working on this contract must complete an annual statement that includes an acknowledgement of confidentiality requirements and a declaration as to whether the individual has been convicted of a felony crime or has been determined an “Ineligible Person” to participate in Federal healthcare programs or in Federal procurement or non-procurement programs.
- g. The Contractor shall keep the individual statements on file and submit a comprehensive list of all current staff in an annual statement to **LDH DHH**, indicating if the staff stated they were free of convictions or ineligibility referenced above.
- h. If the Contractor has actual notice that any temporary, permanent, subcontracted, part-time, or full-time Contractor staff has become an “Ineligible Person” the Contractor shall remove said personnel immediately from any work related to this contract and notify **LDH DHH** on the same date the notice of a conviction or ineligibility is received. ~~DHH~~ **LDH** will determine if the individual should be removed from the contract project permanently.

Performance Measures:

- a. Upon request by **LDH DHH**, Contractor has documentation of training, education, experience and orientation for 100% of all staff.
- b. National background checks **and exclusion list checks** are conducted for 100% of all staff.
- c. Submission of comprehensive list of all staff to **LDH DHH** in the annual report.

Monitoring Plan:

- The Contract Monitor will provide oversight and work with ~~ContractorContract~~ to ensure full compliance with contractual requirements.

SECTION 4: RECORD KEEPING

- I. Contractor shall 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.
- II. Contractor shall make available to **LDH DHH** such records within thirty (30) **business** days of ~~DHH’s~~ **LDH’s** written request and shall deliver such records to ~~DHH’s~~ **LDH’s** central office in Baton Rouge, Louisiana, all without expense to ~~DHH~~ **LDH**.
- III. Contractor shall allow ~~DHH~~ **LDH** to inspect, audit or copy records at the contractor’s site, without expense to ~~DHH~~ **LDH**.

Performance Measures:

- a. Books, records and documents relevant to the contract and funds will be retained for a minimum of 4 years.
- b. Upon request by ~~DHH~~ **LDH**, records are provided to ~~DHH~~ **LDH** within 30 **business** days of request.

Monitoring Plan:

- The Contract Monitor will provide oversight and work with ~~ContractorContract~~ to ensure full compliance with contractual requirements.

SECTION 5: REPORTING

- I. Reports defined and approved by ~~DHH-LDH~~ to be generated by the Contractor shall meet all State and Federal reporting requirements. The needs of ~~DHH LDH~~ and other appropriate agencies for planning, monitoring and evaluation shall be taken into account when developing report formats and compiling data.
- II. Upon request by ~~DHH LDH~~, the Contractor shall also produce ad-hoc reports in cooperation with other Federal and/or State agencies. No more than twelve (12) ad-hoc reports shall be required under this contract.
- III. The Contractor shall provide ~~DHH LDH~~ with written reports that are clear, concise and useful for the audience for whom they are intended. The reports shall be composed in a manner consistent with ~~DHH-LDH~~ specifications and with the Contractor's stated criteria. All reports shall be provided in electronic formats compatible with software applications in use by ~~DHH LDH~~ (i.e., MS WORD, Excel, etc.) as well as in hard copy, as specified by ~~DHH-LDH~~.
- IV. 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 Contractor shall provide supporting documents such as report appendices.
- V. The Contractor shall provide ~~DHH-LDH~~ with a tracking report of progress on the readiness reviews. This tracking report shall include review progress of each Medicaid managed care plan 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 plans and updated bi-weekly. This report shall be submitted electronically.
- VI. The Contractor shall submit a complete readiness review report within seven (7) business days after completion of the Medicaid managed care plan site visit. This report shall be submitted electronically.
- VII. The Contractor must electronically submit the following information to ~~DHH-LDH~~ within thirty (30) days after the completion of the annual review of each Medicaid managed care plan:
 - a. A detailed technical report that describes the manner in which the data from all activities conducted was aggregated and analyzed, and the conclusions drawn as to the quality, timeliness, and access to care furnished by each Medicaid managed care plan. The report must include the following for each activity conducted:
 - Objectives;
 - Technical methods of data collection and analysis;
 - Description of data obtained;
 - Conclusions drawn from the data; **and**
 - Problems encountered in performing the review.
 - b. An assessment of each Medicaid managed care plan's strengths and weaknesses with respect to the quality, timeliness, and access to health care services furnished to Medicaid recipients;
 - c. Recommendations for improving the quality of health care services furnished by the Medicaid managed care plan; **and**
 - d. As determined by ~~DHH LDH~~, methodologically appropriate, comparative information about all Medicaid managed care plans operating within Louisiana; and an assessment of the degree to which a Medicaid managed care plan has effectively addressed the recommendations for quality improvement made by the EQRO during the previous year's EQR.
- VIII. The Contractor shall provide ~~DHH-LDH~~ with a tracking report of progress on annual reviews. This tracking report will include review progress by Medicaid managed care plan and areas of concern. The tracking report will consist of a brief summary with dates and expectations for completing specified activities.

Performance Measures:

- a. Written quarterly *reports by the tenth (10th) calendar day of the month following the month*
- b. Tracking report of progress on the readiness reviews are submitted electronically covered by the report.

Monitoring Plan:

- The Contract Monitor will provide oversight and work with ~~Contractor~~Contract to ensure full compliance with contractual requirements.

Liquidated Damages

1. In the event the Contractor fails to meet the performance standards specified within the contract, the liquidated damages defined below may be assessed. If assessed, the liquidated damages will be used to reduce the Department’s payments to the Contractor or if the liquidated damages exceed amounts due from the Department, the Contractor will be required to make cash payments for the amount in excess. The Department may also delay the assessment of liquidated damages if it is in the best interest of the Department to do so. The Department may give notice to the Contractor of a failure to meet performance standards but delay the assessment of liquidated damages 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 the Department, ~~DDH~~ LDH may reassert the assessment of liquidated damages, even following contract termination.

For each day that a deliverable is late, incorrect or deficient, the Contractor may be liable to ~~DDH~~ LDH for monetary penalties in an amount per calendar day per deliverable as specified in the table below.

Monetary penalties have been designed to escalate by duration and by occurrence over the term of this Contract.

Occurrence	Daily Amount for Days 1 - 14	Daily Amount for Days 15-30	Daily Amount for Days 31-60	Daily Amount for Days 61 and Beyond
1-3	\$ 750	\$ 1,200	\$ 2,000	\$ 3,000
4-6	\$ 1,000	\$ 1,500	\$ 3,000	\$ 5,000
7-9	\$ 1,500	\$ 2,000	\$ 4,000	\$ 6,000
10-12	\$ 1,750	\$ 3,500	\$ 5,000	\$ 7,500
13 and Beyond	\$ 2,000	\$ 4,000	\$ 7,500	\$10,000

2. The decision to impose liquidated damages may include consideration of some or all of the following factors:
- The duration of the violation;
 - Whether the violation (or one that is substantially similar) has previously occurred;
 - The Contractor’s history of compliance;
 - The severity of the violation and whether it imposes an immediate threat to the health or safety of the consumers; and
 - The “good faith” exercised by the Contractor in attempting to stay in compliance.

Attachment 3 - Fee Schedule

Year One Deliverables FY15 (9/3/2014-6/30/15)	Medical	Dental	Aging	ID/DD	Behavioral Health	Unit Cost	Units	Total Cost
Readiness Review (Total cost for each health plan reviewed)	2	0	0	0	0	\$27,005.44	2	\$54,010.88
Quality Companion Guide (Total cost for publication of one guide)	1	1	0	0	0	\$9,577.31	2	\$19,154.62
MLR Activities Review (Total cost for each health plan reviewed)	3	0	0	0	0	\$8,516.11	3	\$25,548.33
Compliance Review (Total cost for each health plan reviewed)	5	1	0	0	0	\$39,951.80	6	\$239,710.80
PIP Validation (Total cost for each project validated)	10	3	0	0	0	\$6,624.22	13	\$86,114.86
Performance Measure Validation (Total cost for each performance measure validated)	85	2	0	0	0	\$2,086.08	87	\$181,488.96
Conduct Provider Survey (Total cost for one annual statewide survey; program wide)	1	0	0	0	0	\$48,411.13	1	\$48,411.13
Total Technical Assistance						\$131.67	475	\$62,543.25
Total Cost (Not to exceed)								\$716,983

Year Two Deliverables FY16 (7/1/2015- 6/30/16)	Medical	Dental	Aging	ID/DD	Behavioral Health	Unit Cost	Units	Total Cost
Readiness Review (Total cost for each health plan reviewed)	0	0	3	2	0	\$27,005.44	5	\$135,027.20
Quality Companion Guide (Total cost for publication of one guide)	0	0	1	1	0	\$9,577.31	2	\$19,154.62
MLR Activities Review (Total cost for each health plan reviewed)	5	0	0	0	0	\$8,686.44	5	\$43,432.20
Compliance Review (Total cost for each health plan reviewed)	5	1	0	0	0	\$40,459.36	6	\$242,756.16
PIP Validation (Total cost for each project validated)	10	3	0	0	0	\$6,744.64	13	\$87,680.32
Performance Measure Validation (Total cost for each performance measure validated)	230	2	0	0	0	\$2,122.77	232	\$492,482.64
Conduct Provider Survey (Total cost for one annual statewide survey; program wide)	1	0	0	0	0	\$49,232.69	1	\$49,232.69
Focused Study (Total cost for each DHH initiated study)	1	0	0	0	0	88,909.45	1	\$88,909.45
Total Technical Assistance						\$131.67	475	\$62,543.25
Total Cost (Not to exceed)								\$1,221,219

Year Three Deliverables FY17 (7/1/2016- 6/30/17)	Medical	Dental	Aging	ID/DD	Behavioral Health	Unit Cost	Units	Total Cost
MLR Activities Review (Total cost for each health plan reviewed)	5	0	0	0	0	\$8,860.17	5	\$44,300.85
Compliance Review (Total cost for each health plan reviewed)	5	1	3	2	1	\$41,086.90	12	\$493,042.80
PIP Validation (Total cost for each project validated)	10	3	4	4	4	\$6,866.87	25	\$171,671.75
Performance Measure Validation (Total cost for each performance measure validated)	230	2	60	40	20	\$2,160.18	352	\$760,383.36
Conduct Provider Survey (Total cost for one annual statewide survey; program wide)	1	0	0	0	0	\$50,070.69	1	\$50,070.69
Focused Study (Total cost for each DHH initiated study)	1	0	1	0	0	90,536.89	2	\$181,073.78
Total Technical Assistance						\$131.67	475	\$62,543.25
Total Cost (Not to exceed)								\$1,763,086

Year Three Deliverables FY18 (7/1/2017- 8/31/17)	Medical	Dental	Aging	ID/DD	Behavioral Health	Unit Cost	Units	Total Cost
MLR Activities Review (Total cost for each health plan reviewed)	0	0	0	0	1	\$8,860.17	1	\$8,860.17
Total Technical Assistance						\$131.67	75	\$9,875.25
Total Cost (Not to exceed)								\$18,736

Year Four Deliverables FY18 (9/1/2017- 6/30/18)	Medical	Dental	Behavioral Health	Unit Cost	Units	Total Cost
MLR Activities Review (Total cost for each health plan reviewed)	5	0	0	\$9,037.37	5	\$45,186.85
Compliance Review (Total cost for each health plan reviewed)	5	1	1	\$41,907.62	7	\$293,353.34
PIP Validation (Total cost for each project validated)	15	3	2	\$7,004.21	20	\$140,084.20
Performance Measure Validation (Total cost for each performance measure validated)	230	2	5	\$2,203.38	237	\$522,201.06
Conduct Provider Survey (Total cost for one annual statewide survey; program wide)	1	0	0	\$51,072.10	1	\$51,072.10
Quality Companion Guide	1	0	0	\$9,768.86	1	\$9,768.86
Focused Study (Total cost for each DHH initiated study)	1	0	0	\$94,194.58	1	\$94,194.58
Total Technical Assistance				\$134.30	475	\$63,792.50
Total Cost (Not to exceed)						\$1,219,653

Year Five Deliverables FY19 (7/1/2018- 6/30/19)	Medical	Dental	Behavioral Health	Unit Cost	Units	Total Cost
Compliance Review (Total cost for each health plan reviewed)	5	1	1	\$42,745.77	7	\$299,220.39
PIP Validation (Total cost for each project validated)	15	3	2	\$7,144.29	20	\$142,885.80
Performance Measure Validation (Total cost for each performance measure validated)	230	2	5	\$2,247.45	237	\$532,645.65
Conduct Provider Survey (Total cost for one annual statewide survey; program wide)	1	0	0	\$52,093.54	1	\$52,093.54
Quality Companion Guide	1	0	0	\$9,964.24	1	\$9,964.24
Total Technical Assistance				\$136.99	475	\$65,070.25

Total Cost (Not to exceed)						\$1,101,880
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Year Five Deliverables FY20 (7/1/2019-8/31/19)	Medical	Dental	Behavioral Health	Unit Cost	Units	Total Cost
MLR Activities Review (Total cost for each health plan reviewed)	5	0	0	\$9,218.12	5	\$46,090.60
Total Cost (Not to exceed)						\$46,091

Total Contract Cost (Not to exceed)

\$3,720,024

\$6,087,648

Additional Terms of Payment

DHH reserves the right to adjust the Contract Year Payment based on the number and type of health plan 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. IPRO's hourly rate for providing Technical Assistance is ~~\$131.67~~ **\$134.30**. The maximum amount of Technical Assistance hours allowed in this contract is ~~1500~~ **2450** hours. The total maximum payment for Technical Assistance in this contract shall not exceed ~~\$197,505.00~~ **\$326,370.75**. 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 ~~Beverly Hardy Decuir~~ **Piia Hanson** via electronic mail at ~~Beverly.Hardy-Decuir@LA.GOV~~ **Piia.Hanson@la.gov**

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 ninety (90) 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.