ORIGINAL

DHH - CF - 1
Revised: 2011-06

CONTRACT BETWEEN STATE OF LOUISIANA DEPARTMENT OF HEALTH AND HOSPITALS

CFMS: 732156
DHH: 060359
Agency # 305

Medical Vendor Administration

Bureau of Health Services Financing

AND

Island Peer Review Organization (IPRO)

FOR

☐ Personal Services ☐ Professional Services ☒ Consulting Services ☐ Social Services

1) **Contractor (Legal Name If Corporation)** Island Peer Review Organization (IPRO)	5) **Federal Employer Tax ID# or Social Security #** 11266268900 **(Must be 11 Digits)**
2) **Street Address** 1979 Marcus Ave	6) **Parish(es) Served** ST
City Lake Success **State** NY **Zip Code** 11042	7) **License or Certification #**
3) **Telephone Number** (516) 326-7767	8) Contractor Status Subrecipient: ☐ Yes ☒ No Corporation: ☒ Yes ☐ No For Profit: ☐ Yes ☒ No Publicly Traded: ☐ Yes ☒ No
4) **Mailing Address (if different)** 3867 Plaza Tower Drive, 1st Floor	
City Baton Rouge **State** La **Zip Code** 70816	8a) **CFDA#**(Federal Grant #)

9) **Brief Description Of Services To Be Provided:**
This contract will provide External Quality Review and administrative support services for Louisiana Medicaid's statewide managed care program referred to as the Medicaid Managed Care Organization (MCOs) as well as other DHH related health plan programs in order to: 1) assure that all contracted health plan entities meet the readiness requirements to provide required benefits and services, and 2) meet federal Medicaid requirements for ongoing external quality reviews of risk-bearing Medicaid managed care programs. SFY15/$716,983; SFY/16 / $1,221,219; SFY17/$1,763,086;SFY18/ $18,736.

10) **Effective Date** 09-03-2014	11) **Termination Date** 08-31-2017

12) This contract may be terminated by either party upon giving thirty (30) days advance written notice to the other party with or without cause but in no case shall continue beyond the specified termination date.

13) **Maximum Contract Amount** $ 3,720,024.00 SFY15/$716,983; 16 / $1,221,219; 17/$1,763,086;18/$18,736

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: The contractor shall submit invoices no later than 15 days following the month of services with the appropriate documentation including separation of admin. activities and professional activities for purposes of Federal Match Identification. Upon approval of invoices/deliverables by the Monitor, the contractor shall be paid the Base Monthly Contract Amount, which DHH shall reimburse as 1/12 of the Contract Year Payment. The Contract Year Payment will be calculated according to the number of contracted Health Plan entities and the appropriate Unit Cost in the Fee Schedule (please see Attachment 3 for Fee Schedule and Additional Terms of Payment). 10% retainage fee of invoices.

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** Beverly	**Last Name** Hardy-Decuir	
	Title Medicaid Quality Director		**Phone Number** (225) 342-5381

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

Attachment 1: HIPAA Addendum
Attachment 2: Statement of Work
Attachment 3: Fee Schedule and Additional Terms of Payment
Attachment 4: Additional Provisions.

Exhibit A: Board Resolution
Exhibit B: Multi Year Letter
Exhibit C: Out of State Justification
Exhibit D: Certificate of Authority
Exhibit E: Resume
Exhibit F: Late Letter

RFP-305-PUR-DHHRFP-EQRO-MVA

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

1. Contractor hereby agrees to adhere as applicable to the mandates dictated by Titles VI and VII of the Civil Rights Act of 1964, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974; Americans with Disabilities Act of 1990 as amended; the Rehabilitation Act of 1973 as amended; Sec. 202 of Executive Order 11246 as amended, 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, age, national origin, handicap, political beliefs, disabled veteran, veteran status, or any other non-merit factor.

2. Contractor shall abide by the laws and regulations concerning confidentially 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. 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 three year period following final payment. Contractor grants to the State of Louisiana, through the Office of the Legislative Auditor, Department of Health and Hospitals, 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 DHH 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 Department of Health and Hospitals, 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 DHH Office**.

4. 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. 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 Contractual Review.

6. 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.

7. 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 Department of Health and Hospitals, 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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 supplies 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.

13. 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 as amended in the 2008 Regular Session of the Louisiana Legislature.

14. 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.

15. 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 $20,000, the Director of the Office of Contractual Review, Division of Administration in accordance with La. R.S. 39:1502..

16. 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. 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 contract exceeds $20,000, approved by the Director of the Office of Contractual Review, Division of Administration. 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.

18. Any contract disputes will be interpreted under applicable Louisiana laws and regulations in Louisiana administrative tribunals or district courts as appropriate.

19. 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 DHH, the Department shall promptly notify Contractor in writing and Contractor shall defend such claim in DHH's name, but at Contractor's expense and shall indemnify and hold harmless DHH 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. Any equipment purchased under this contract remains the property of the Contractor for the period of 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 DHH 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. Contractor agrees to protect, indemnify and hold harmless the State of Louisiana, DHH, 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 LA R.S. 40:1299.39 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 DHH.

22. 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. 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.

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 (IPRO)

11/18/14
SIGNATURE **DATE**

Theodore O. Will
NAME

CEO, Island Peer Review Organization
TITLE

STATE OF LOUISIANA
DEPARTMENT OF HEALTH AND HOSPITALS

SIGNATURE **DATE**

NAME

Secretary, Department of Health and Hospital or Designee
TITLE

Bureau of Health Services Financing

11-20-14
SIGNATURE **DATE**

Josh Hardy
NAME

Medicaid Program Manager 4
TITLE

Medical Vendor Administration

11-20-14
SIGNATURE **DATE**

Ruth Kennedy
NAME

Medicaid Director
TITLE

APPROVED
Office of the Governor
Office of Contractual Review
JAN - 6 2015
DIRECTOR

HIPAA Business Associate Addendum

This HIPAA Business Associate Addendum is hereby made a part of this contract in its entirety as Attachment __1__ to the contract.

1. The Louisiana Department of Health and Hospitals ("DHH") 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 DHH, as that term is defined herein, because contractor either: (a) creates, receives, maintains, or transmits PHI for or on behalf of DHH; or (b) provides legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial services for DHH 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 (DHHS) 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 DHH.
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 DHH, 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 DHH, in which case contractor shall reimburse DHH for all expenses that DHH is required to incur in undertaking such mitigation activities.
9. To the extent that contractor is to carry out one or more of DHH's obligations under 45 C.F.R. Part 164, Subpart E, contractor shall comply with the requirements of Subpart E that apply to DHH in the performance of such obligation(s).
10. Contractor shall make available such information in its possession which is required for DHH 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 DHH 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 DHH upon request in accordance with 45 CFR § 164.524.
12. Contractor shall make PHI available to DHH 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 DHH available to the Secretary of the U. S. DHHS for purposes of determining DHH's compliance with the HIPAA Rules.
14. Contractor shall indemnify and hold DHH 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 DHH 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 DHH and contractor.
16. Notwithstanding any other provision of the contract, DHH shall have the right to terminate the contract immediately if DHH 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 DHH, whichever occurs first, contractor shall return or destroy (at the option of DHH) 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.

Attachment 2
Statement of Work
IPRO – Island Peer Review Organization

PROJECT OVERVIEW:
By contracting with the EQRO, 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.

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 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 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 DHH; however, no more than 7 readiness reviews shall be conducted by contractor.

Performance Measures:

- The readiness review shall be conducted before the 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 DHH for approval *within thirty (30) calendar days* of being notified by DHH of final contract approval by the Office of State Procurement.
- The contractor shall share 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 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 DHH approval.* The Contractor will submit a written report of review findings to DHH 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 Management, Statistics and Reporting or designee:
  Beverly Hardy-Decuir
  Department of Health and Hospitals
  Bureau of Health Services Financing
  PO Box 91030
  Baton Rouge, LA 70821-9030

II. The Contractor shall provide **technical assistance** to all Medicaid managed care plans and 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 with DHH. Technical assistance shall include, but not be limited to, performance improvement project development and implementation, performance measure support, 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. The Quality Companion Guide shall be submitted to DHH for approval within sixty (60) days of contract implementation.

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 DHH and all Medicaid managed care plans upon request and approval of DHH.

Performance Measures:

- The contractor shall provide documentation of technical assistance provided to non-Medicaid, DHH collaborative agencies.
- The contractor shall maintain a log of all technical assistance requests from the managed care plans and will provide DHH with an update as part of the monthly progress report.
- The contractor shall submit monthly invoices for consulting services (i.e., technical assistance) at a fixed hourly rate of $131.67 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 DHH *within sixty (60) days* of contract implementation.

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

IV. Upon request by 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:

a. 100% of the requests from DHH for managed care plan activities will be reviewed *within 30 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 draft PIP validation methodology including submission requirements, timelines, baseline measurement data period, submission tool and instructions, and validation protocol to DHH for review and approval *no later than March 30, 2015.*
b. The contractor shall finalize PIP validation methodology based on DHH feedback no later than April 30, 2015 for 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 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 PIPs were aggregated and analyzed, and conclusions were drawn as to the quality, timeliness, and access to the care furnished by the Plan.
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 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 are 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 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 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 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 DHH;
   - Documenting review;
   - Conducting interviews;
   - Collecting any other accessory information (e.g., from site visits);
   - Analyzing and compiling findings; and
   - Reporting results to DHH.
c. The deeming option is implemented as allowed in 42 CFR §438.360. To ensure DHHs compliance with CMS requirements, and for the related standard to be exempt from review, the Medicaid managed care plan's score 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 DHH standards for access to care will be submitted to 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 State.

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 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 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 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 DHH for review and approval no later than June 30, 2015.
- In administering the survey, the contractor will ensure full compliance with specific requirements for Louisiana Medicaid, as defined 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 DHH annual provider survey reports summarizing findings from the MCO's previous year survey with health care providers participating in Louisiana Medicaid Managed Care (no later than June 1, 2016; June 1, 2017).
- Provider survey results will be submitted to 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 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 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 DHH is conducted to describe the document review and on-site interviews/discussions.
b. Review criteria is submitted to 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 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 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 DHH or 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 DHH for review prior to the staff's start of work on the contract.
b. Any employee with a background unacceptable to 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 Department 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 affective 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 DHH on only those employees currently employed on the contract. The format of the report shall be approved by 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 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 DHH on the same date the notice of a conviction or ineligibility is received. For felony convictions, DHH will determine if the individual should be removed from the contract project permanently.

Performance Measures:

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

Monitoring Plan:

- The Contract Monitor will provide oversight and work with Contract Monitor 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 there under 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 DHH such records within thirty (30) days of DHH's written request and shall deliver such records to DHH's central office in Baton Rouge, Louisiana, all without expense to DHH.

III. Contractor shall allow DHH to inspect, audit or copy records at the contractor's site, without expense to DHH.

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, records are provided to DHH within 30 days of request.

Monitoring Plan:

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

SECTION 5: REPORTING

I. Reports defined and approved by DHH to be generated by the Contractor shall meet all State and Federal reporting requirements. The needs of DHH 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, 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 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 specifications and with the Contractor's stated criteria. All reports shall be provided in electronic formats compatible with software applications in use by DHH (i.e., MS WORD, Excel, etc.) as well as in hard copy, as specified by DHH.

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 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 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; and
   - Conclusions drawn from the data.
   - 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;

d. As determined by DHH, 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 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 Contract Monitor 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, DHH 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 DHH 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:
   a. The duration of the violation;
   b. Whether the violation (or one that is substantially similar) has previously occurred;
   c. The Contractor's history of compliance;
   d. The severity of the violation and whether it imposes an immediate threat to the health or safety of the consumers; and
   e. 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**

Total Contract Cost (Not to exceed) $3,720,024

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. The maximum amount of Technical Assistance hours allowed in this contract is 1500 hours. The total maximum payment for Technical Assistance in this contract shall not exceed $197,505.00. 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 via electronic mail at Beverly.Hardy-Decuir@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.

Attachment 4
Additional Provisions

Entire Agreement Clause

This contract, together with the RFP and addenda issued thereto by the Department, the proposal submitted by the Contractor in response to the Department's RFP, and any exhibits specifically incorporated herein by reference, constitute the entire agreement between the parties with respect to the subject matter.

Order of Precedence Clause

In the event of any inconsistent or incompatible provisions, 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.

Force Majeure

The contractor and the Department are excused from performance under contract for any period they may be prevented from performance by an Act of God, strike, war, civil disturbance, epidemic or court order.

Exhibit A

IPRO
Improving Healthcare for the Common Good®

Corporate Headquarters
1979 Marcus Avenue
Lake Success, NY 11042-1072
(516) 326-7767
www.ipro.org

ISO 9001:2008 CERTIFIED

CERTIFIED RESOLUTION

I, Donald A. Winikoff, MD, President of Island Peer Review Organization, Inc., a corporation organized and existing under the laws of the State of New York (the "Company"), do hereby certify that the following is a true and correct copy of a resolution duly adopted at a meeting of the Board of Directors of the Company at which meeting a duly constituted quorum of the Board of Directors was present and acting throughout, and that such resolution has not been modified, rescinded or revoked, and is at present in full force and effect.

RESOLVED: That Theodore O. Will, Chief Executive Officer, of Island Peer Review Organization, Inc., is empowered and authorized to execute and deliver contracts on behalf of the Company and was empowered and authorized to execute and deliver contracts on behalf of the Company.

IN WITNESS WHEREOF, the undersigned has affixed his/her signature and the corporate seal of the Company this 4th day of September, 2014.

Donald A. Winikoff, M.D.

Donald A. Winikoff, MD
President

Exhibit B

Bobby Jindal
GOVERNOR

Kathy H. Kliebert
SECRETARY

State of Louisiana

Department of Health and Hospitals
Bureau of Health Services Financing

September 17, 2014

Pamela Bartfay Rice, Esq.
Interim Director
Office of State Procurement
Post Office Box 94095
Baton Rouge, LA 70804-9095

Dear Mrs. Bartfay:

RE: Justification for Multi-Year Contract

Please consider this justification for the Department of Health and Hospitals to enter into a multi-year contract with Island Peer Review Organization (IPRO) for the purpose of securing external quality review organization (EQRO) services. Funds for the first fiscal year of the contract are available and payment and performance for subsequent fiscal years shall be subject to the availability of funds.

A multi-year contract will enable DHH to provide quality, uninterrupted services.

The contractor will be required to perform readiness reviews and undertake external quality review (EQR) activities consistent with federal regulations. The EQRO will provide analysis and evaluation of aggregated information on the MCO quality, timeliness, and access to certain Medicaid covered health services.

The contract period shall be for three year period. Should you have questions regarding this letter, please contact Beverly Hardy-Decuir, Medicaid Quality Director, at (225) 342-5381 or Beverly.Hardy-Decuir@LA.GOV or Tonia Gedward, Medicaid Program Monitor, at (225) 342-7738 or Tonia.Gedward@LA.GOV.

Sincerely,

Tonia Gedward

Tonia Gedward
Medicaid Program Monitor

BHD/tmg

Exhibit C

Bobby Jindal
GOVERNOR

Kathy H. Kliebert
SECRETARY

State of Louisiana

Department of Health and Hospitals
Bureau of Health Services Financing

September 17, 2014

Pamela Bartfay Rice, Esq.
Interim Director
Office of State Procurement
Post Office Box 94095
Baton Rouge, LA 70804-9095
Dear Pam:

RE: Justification for Out of State Contractor

The Department of Health and Hospitals is requesting approval to contract with Island Peer Review Organization (IPRO) for the purpose of securing external quality review organization (EQRO) services.

The contractor will be required to perform readiness reviews and undertake external quality review (EQR) activities consistent with federal regulations. The EQRO will provide analysis and evaluation of aggregated information on the MCO quality, timeliness, and access to certain Medicaid covered health services.

The entity that had the highest score, IPRO, has been providing EQRO services for twenty years and has similar contracts in a number of other states.

We appreciate your assistance in this matter and we hope that you will give this contract your favorable consideration and approval. Should you have questions regarding this letter, please contact Beverly Hardy-Decuir, Medicaid Quality Director, at (225) 342-5381 or Beverly.Hardy-Decuir@LA.GOV or Tonia Gedward, Medicaid Program Monitor, at (225) 342-7738 or Tonia.Gedward@LA.GOV.

Sincerely,

Tonia Gedward

Tonia Gedward
Medicaid Program Monitor
BHD/tmg

Exhibit D

UNITED STATES OF AMERICA

State of Louisiana

Tom Schedler

SECRETARY OF STATE

As Secretary of State of the State of Louisiana, I do hereby Certify that

the Application Form for Certificate of Authority of

ISLAND PEER REVIEW ORGANIZATION, INC.

Domiciled at LAKE SUCCESS, NEW YORK,

Was filed and recorded in this Office on July 08, 2011.

Thus authorizing the corporation to exercise the same powers, rights and privileges accorded similar domestic corporations, subject to the provisions of R. S. 1950, Title 12, Chapter 3, and other applicable laws.

In testimony whereof, I have hereunto set my hand and caused the Seal of my Office to be affixed at the City of Baton Rouge on,

July 9, 2011

Secretary of State

WH40556973F

STATE OF LOUISIANA · UNION · JUSTICE · CONFIDENCE · SECRETARY OF STATE

Certificate ID: 10182251#A4C42

To validate this certificate, visit the following web site, go to Commercial Division, Certificate Validation, then follow the instructions displayed.
www.sos.louisiana.gov

(Rev.12/04)

SUMMARY OF INFORMATION

CONTRACTOR NAME	Amount
Island Peer Review Organization (IPRO)	**$ 3,720,024.00**
CONTRACT DATES	**BA-22 ATTACHED**
Effective Date 09-03-2014 **Termination Date** 08-31-2017	☒

Certification Requirements: (Check Applicable Items)

☒ 1. Either no employee of this agency is both competent and available to perform the services called for by the proposed contract and/or the services called for are not the type readily susceptible of being performed by persons who are employed by the State on a continuing basis.

☒ 2. The services are not available as a product of a prior or existing professional, personal contract.

☐ 3. When applicable, the requirements for consultant contracts, as provided for under R.S. 39:1503-1507, have been complied with (proper documentation should be provided).

☒ 4. The using agency has developed and fully intends to implement a written plan providing for the assignment of specific using personnel to a monitoring and liaison function. Identify name of individual of staff unit responsible for monitoring this contract:

Name	**Phone No.**
Beverly Hardy-Decuir	(225) 342-5381
Location	
P O Box 91030, Baton Rouge, La 70821	

Summary of Monitoring Plan: (This must include periodic review of specified reports, documents, exception reporting, or other indicia or performance, etc.). Additional pages may be attached if necessary.

The contractor will provide monthly progress reports, bi-weekly readiness review tracking reports, and annual reports. The contract monitor will review reports for all required data. Monthly reports, bi-weekly reports, and annual reports as required by State and Federal reports and as described in the contract.

The ultimate use of the final product of the services: (Specify)

Readiness Reviews will be used to determine if a MCO is "ready" to enroll and meets all DHH requirements to begin providing services to the Medicaid population. The EQRO activities will provide valuable information in determining whether MCOS are meeting the requirements of providing quality, timeliness, and access to certain Medicaid covered health care services set forth within the contract. This provides an independent objective analysis of the performance of the MCO.

☒ 5. Respond to questions A or B on all contracts except those funded by "Other Charges" (3600 series) of Budget:

A. What critical services will go unprovided and to whom?

1. A critical assessment of whether a MCO has all systems and precesses in place to provide the medical services for the Medicaid population. 2. Federally mandated External review activities that could impart FFP.

B. How many hours will the contractor have to work? N/A

☒ 6. Completed monitoring report will be submitted to the Office of Contractual Review within **60** days after termination of contract. **(For Personal, Professional, Consulting contracts exceeding $20,000)**

☒ 7. The services have not been artificially divided to as to constitute a small purchase (not exceeding $20,000).

☒ 8. A cost-benefit analysis has been conducted which indicates that obtaining such services from the private sector is more cost-effective than providing such services the agency itself or by any agreement with another state agency and includes both a short-term and long-term analysis and is available for review.

☒ 9. The cost basis for the proposed contract is justified and reasonable.

☒ 10. A description of the specific goals and objectives, deliverables, performance measures and a plan for monitoring the services to be provided are contained in the proposed contract.

PRIOR CONTRACT INFORMATION MUST BE FILLED OUT (IF NO PRIOR CONTRACT PUT N/A)

PRIOR YEAR SERVICES PROVIDED BY (Contractor Name): Island Peer Review Organization (IPRO)			
CFMS#: 706349	**DHH#:** 057624	**EFF:** 08-01-2011	**TERM:** 07-31-2014
AMOUNT: $ 1,551,866.00	**PREVIOUSLY ISSUED UNDER RFP?** IF YES, DATE: ☒ YES ☐ NO	DATE: 05-27-2001	

Certification of Minimum Contract Content:

YES	NO		
☒	☐	1.	Contains a date upon which the contract is to begin and upon which the contract will terminate.
☒	☐	2.	Contains a description of the work to be performed and objectives to be met.
☒	☐	3.	Contains an amount and time payment to be made.
☒	☐	4.	Contains a description of reports or other deliverables to be received, when applicable.
☒	☐	5.	Contains a date of reports or other deliverables to be received, when applicable.
☒	☐	6.	When a contract includes travel and/or other reimbursable expenses, it contains language to effect the following:
☒	☐		A. Travel and other reimbursable expenses shall constitute part of the total maximum payable under the contract; (or)
☒	☐		B. No more than (a certain sum) of the total maximum amount payable under this contract shall be paid or received as reimbursement for travel and other reimbursable expenses; (and)
☒	☐		C. Travel expenses shall be reimbursed in accordance with Division of Administration Policy and Procedure memorandum 49 (The State General Travel Regulations).
☒	☐	7.	Contains the responsibility for payment of taxes.
☒	☐	8.	Contains the circumstances under which the contract can be terminated either with or without cause and contains the remedies for default.
☒	☐	9.	Contains a statement giving the Legislative Auditor the authority to audit records of the individual(s) or firm(s).
☒	☐	10.	Contains an assignability clause as provided for under LAC-4:4.
☒	☐	11.	Budget From BA-22, fully completed and attached to back of each contract.

DETERMINATION OF RESPONSIBILITY

YES	NO		
☒	☐	1.	Had adequate financial resources for performance, or has the ability to obtain such resources as required during performance.
☒	☐	2.	Has the necessary experience, organization, technical qualifications, skills and facilities or has the ability to obtain them (including probable subcontractor arrangements).
☒	☐	3.	Is able to comply with the proposed or required time of delivery or performance schedule.
☒	☐	4.	Has a satisfactory record of integrity, judgment and performance (contractors which are seriously delinquent in current contract performance, considering the number of contracts and the extent of delinquencies of each, shall in the absences of evidence to the contrary or compelling circumstances presumed to be unable to fulfill this agreement).
☒	☐	5.	Is otherwise qualified and eligible to receive an award under applicable laws and regulations.
☒	☐	6.	If a contract for consulting services is for $50,000 or more: The head of the using agency has prepared, signed and placed in the contract file a statement of the facts on which a determination of responsibility of offer or potential subcontractors have been filed with the statement.
☒	☐	7.	On subcontracting, it has been established that contractors recent performance history indicates acceptable subcontracting systems; or, major subcontractors have been determined by the heads of the using agency to satisfy this standard

R.F.P. CONSULTING CONTRACTS FOR $50,000 OR MORE; UNLESS DETERMINED EXEMPT AS PER ACT 673 of 1985, R.S. 39:1494.1 (A).

☐ Contract file attached and this includes:
☐ Criteria for selection ☐ Proposals ☐ Pertinent Documents ☐ Selection Memorandum

PROGRAM / FACILITY SIGNATURE

OFFICE
DHH/ MVA/ MQMSR

PHONE NUMBER
(225) 342-6917

ASSISTANT SECRETARY OR DESIGNEE SIGNATURE

OFFICE
DHH/ Medical Vendor Administration