AMENDMENT # 6 TO CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

Between the State of Nevada
Acting by and Through Its
NEVADA DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF HEALTH CARE FINANCING AND POLICY
1100 E. William Street
Carson City, NV 89701
Contact: Tammy Ritter
Phone: (775) 684-3655 / Fax: (775) 684-3774
E-mail: tammy.ritter@dhcfp.nv.gov

And

HEALTH SERVICES ADVISORY GROUP, INC.
3133 E. Camelback Road, Suite 100
Phoenix, AZ 85016
Contact: Dr. Mary Ellen Dalton
Phone: (602) 801-6701 / Fax: (602) 745-6357
E-mail: MDalton@hsag.com

AMENDMENTS. For and in consideration of mutual promises and/or their valuable consideration, all provisions of the original contract, resulting from **Request for Proposal #1763 dated June 17, 2009, Amendment #1 dated September 15, 2011, Amendment #2 dated August 2, 2012, Amendment #3 dated January 8, 2013, Amendment #4 dated November 15, 2013 and Amendment #5 dated December 31, 2014** attached hereto as Exhibit A, remain in full force and effect with the exception of the following:

The purpose of this amendment is to extend the contract for an additional one year through June 30, 2018, update scope of work language to include Prepaid Ambulatory Health Plan External Quality Review activities and increase contract authority by $874,376.00 from $3,828,119.85 for a not-to-exceed contract total of $4,702,495.85.

Current Contract Language:

3. CONTRACT TERM. This Contract shall be effective upon executed date of original contract, with Board of Examiner approval, through June 30, 2017.

5. INCOROPRATED DOCUMENTS. The parties agree that the scope of work shall be specifically described. This Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT AA: NEGOTIATION DOCUMENT
ATTACHMENT BB: STATE SOLICITATION OR RFP #1763 and AMENDMENT #1;
ATTACHMENT CC: INSURANCE SCHEDULE; AND
ATTACHMENT DD: CONTRACTOR'S RESPONSE

6. CONSIDERATION. The parties agree that Contractor will provide the services specified in paragraph five (5) at a cost per hour, by level of service, and task outlined in the Contractor's Cost Proposal (Attachment D) for State Fiscal Year 2014 and State Fiscal Year 2015 with the total Contract or installments payable monthly, not to exceed $3,828,119.85 for the contract term. The amount of the contract increase is $1,610,499.85. In order to be paid for travel expenses, travel expenses must be submitted on a State Travel Claim Form in accordance with State travel rules and rates per Section 6 of SAM 0320. The contractual authority, as identified by the not to exceed amount, does not obligate the State of Nevada to expend funds or purchase goods or services up to that amount; the purchase amount will be controlled by the individual using agency's purchase orders or other authorized means of requisition for services and/or goods as submitted to and accepted by the contractor. The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

Amended Contract Language:

3. CONTRACT TERM. This Contract shall be effective upon executed date of original contract, with Board of Examiner approval, through June 30, 2018.

5. INCOROPRATED DOCUMENTS. The parties agree that the scope of work shall be specifically described. This Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT AA:	NEGOTIATION DOCUMENT
ATTACHMENT BB:	STATE SOLICITATION OR RFP #1763 and AMENDMENT #1;
ATTACHMENT CC:	INSURANCE SCHEDULE; AND
ATTACHMENT DD:	CONTRACTOR'S RESPONSE
ATTACHMENT EE:	BUDGET PROPOSAL

6. CONSIDERATION. The parties agree that Contractor will provide the services specified in paragraph five (5) at a cost per hour, by level of service, and task outlined in the Contractor's Cost Proposal (Attachment D) at $285,049.00 for SFY10, $345,698.00 for SFY11, $380,789.00 for SFY12, $348,070.00 for SFY13, $529,582.00 for SFY14, $599,127.00 for SFY15, $410,977.00 for SFY16, approximately $928,827.85 for SFY17, and approximately $874,376.00 for SFY18, with the total Contract or installments payable monthly, not-to-exceed $4,702,495.85 for the contract term. The amount of the contract increase is $874,376.00. In order to be paid for travel expenses, travel expenses must be submitted on a State Travel Claim Form in accordance with State travel rules and rates per Section 6 of SAM 0320. The contractual authority, as identified by the not to exceed amount, does not obligate the State of Nevada to expend funds or purchase goods or services up to that amount; the purchase amount will be controlled by the individual using agency's purchase orders or other authorized means of requisition for services and/or goods as submitted to and accepted by the contractor. The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

Current Contract Language:

Scope of Work (RFP 1763)

2.1 VENDOR DUTIES AND RESPONSIBILITIES

The Vendor's senior staff and other key staff, as identified by the Vendor, shall participate in all meetings scheduled by the DHCFP. The purpose of these meetings is to discuss contract compliance and any other applicable issues concerning administration and management of the Managed Care Organization (MCO) contract as well as program and service delivery. The frequency of such meetings may include, at a minimum, monthly teleconferences and/or video conferences in addition to quarterly on-site meetings. The location of the on-site meetings will be at either the DHCFP administrative office in Carson City or a site in Las Vegas. It is the expectation of DHCFP that the Vendor will collaborate with the Division in assisting to identify agenda items, meeting minutes and presentation of special topics as appropriate. It is the sole responsibility of the DHCFP to provide reasonable advanced notice of such meetings, including location, time, date and agenda items for discussion.

2.2 PROJECT SCOPE

The services to be provided under the resulting contract include multiple tasks and deliverables that are consistent with applicable federal EQR regulations and protocols for managed care organizations. The contract will allow the DHCFP to be compliant with federal EQR regulations and rules. The specifications for deliverables required under this RFP may evolve from year to year in response to program changes, MCO participation, and enrollment levels. During the length of the contract, work requests may be made of the Vendor at the sole discretion of the DHCFP if state, federal or grant funding becomes available for optional activities described in 42 CFR 438.358(c) or comparable activities that assess the quality of care or provide for the control of utilization of the DHCFP fee-for-service program. The DHCFP also reserves the right to seek other qualified entities to conduct such work.

2.2.1. Validation of MCO Performance Indicators

Performance measures are calculated and submitted annually to the DHCFP by the contracted MCOs. The Contractor will evaluate the accuracy and the extent to which Medicaid-specific performance measures followed Health Effectiveness Data and Information Set (HEDIS®) Specifications for the calculation of performance measures using one of two methods: 1) A HEDIS® Compliance Audit™ Standards, Policies and Procedures or 2) the Center for Medicare and Medicaid (CMS) Validating Performance Measures Protocol.

2.2.1.1. Validation of MCO performance measures reported (as required by the State) during the preceding 12 months to comply with the requirements set forth in Sec. 438.240 (b):

2.2.1.2 Conduct a HEDIS Compliance Audit or validate the measures using the CMS Validating Performance Measures protocol on the contracted MCOs.

2.2.1.5 Validation of MCOs Performance Improvement Projects (PIP s). The awarded vendor will be required to evaluate and validate three (3) PIPs for each MCO. One of the three (3) PIPs will be a collaborative PIP. During SFY 2010 the awarded vendor will be required to produce an aggregate report of findings for the collaborative PIP.

2.2.4 Report of the contracted MCO's Internal Quality Assurance Programs (IQAP).

Conduct a review of the MCO IQAP. Report findings from the assessment of MCOs IQAP to determine compliance with the Medicaid Managed Care regulations (CFR 42 Part 438, Subparts A through J). These reviews are conducted yearly, if funding is available, with a mandatory three (3) year comprehensive assessment;

2.2.4.1 A summary report that describes the manner in which data from all activities conducted in accordance with 42 CFR 438.358 is collected and aggregated. Data related to the quality, timeliness, and access to care furnished by MCOs will be analyzed and synthesized into an Annual Report for SFY 2010 .The Annual Report will be written to fully comply with 42 CFR 438.364.

2.2.5 Annual External Quality Review Technical Report

Produce a detailed technical report that describes the manner in which all activities conducted in accordance with CFR 42 438.358 were aggregated and analyzed, and conclusions drawn as to the quality, timeliness, and access to the care furnished by the DHCFP contracted MCOs. The Technical Report will be initiated by June first (1ST) each year and completed by October thirty-first (31st) of the same year.

2.2.7.4 Contingent on funding the awarded vendor may be asked to perform the following quality activities for expansion of Managed Care for the TANF/CHAP and SCHIP populations into the rural counties in SFY 2010 or in subsequent contract extension years. The awarded vendor may be asked to provide consulting to DHCFP's MCOs as funding allows. Tasks include:

Amended Contract Language:

Scope of Work (RFP 1763)

2.1 VENDOR DUTIES AND RESPONSIBILITIES

The Vendor's senior staff and other key staff, as identified by the Vendor, shall participate in all meetings scheduled by the DHCFP. The purpose of these meetings is to discuss contract compliance and any other applicable issues concerning administration and management of the Managed Care Organization (MCO) and the Prepaid Ambulatory Health Plan (PAHP), contract as well as program and service delivery. The frequency of such meetings may include, at a minimum, monthly teleconferences and/or video conferences in addition to quarterly on-site meetings. The location of the on-site meetings will be at either the DHCFP administrative office in Carson City or a site in Las Vegas. It is the expectation of DHCFP that the Vendor will collaborate with the Division in assisting to identify agenda items, meeting minutes and presentation of special topics as appropriate. It is the sole responsibility of the DHCFP to provide reasonable advanced notice of such meetings, including location, time, date and agenda items for discussion.

2.2 PROJECT SCOPE

The services to be provided under the resulting contract include multiple tasks and deliverables that are consistent with applicable federal EQR regulations and protocols for managed care organizations. The contract will allow the DHCFP to be compliant with federal EQR regulations and rules. The specifications for deliverables required under this RFP may evolve from year to year in response to program changes, MCO and PAHP participation, and enrollment levels. During the length of the contract, work requests may be made of the Vendor at the sole discretion of the DHCFP if state, federal or grant funding becomes available for optional activities described in 42 CFR 438.358(c) or comparable activities that assess the quality of care or provide for the control of utilization of the DHCFP fee-for-service program. The DHCFP also reserves the right to seek other qualified entities to conduct such work.

2.2.1. Validation of MCO and PAHP Performance Indicators

Performance measures are calculated and submitted annually to the DHCFP by the contracted MCOs. The Contractor will evaluate the accuracy and the extent to which Medicaid-specific performance measures followed Health Effectiveness Data and Information Set (HEDIS®) Specifications for the calculation of performance measures using one of two methods: 1) A HEDIS® Compliance Audit™ Standards, Policies and Procedures or 2) the Center for Medicare and Medicaid (CMS) Validating Performance Measures Protocol.

2.2.1.1. Validation of MCO performance measures reported (as required by the State) during the preceding 12 months to comply with the requirements set forth in Sec. 438.310(b)(1) and 438.358(b)(2)~~240 (b)~~:

2.2.1.2 Conduct a HEDIS Compliance Audit or validate the measures using the CMS Validating Performance Measures protocol on the contracted MCOs.

2.2.1.5 Validation of MCOs and PAHPs Performance Improvement Projects (PIP s). HSAG will be required to evaluate and validate each MCO and PAHP PIPs. ~~**three (3) PIPs for each MCO. One of the three (3) PIPs will be a collaborative PIP**~~.

2.2.4 Report of the contracted MCO's and PAHPs Internal Quality Assurance Programs (IQAP).

Conduct a review of the MCOs and PAHPs IQAP. Report findings from the assessment of MCOs and PAHPs IQAP to determine compliance with the Medicaid Managed Care regulations (CFR 42 Part 438, Subparts A through J). These reviews are conducted yearly, if funding is available, with a mandatory three (3) year comprehensive assessment;

2.2.4.1 A summary report that describes the manner in which data from all activities conducted in accordance with 42 CFR 438.358 is collected and aggregated. Data related to the quality, timeliness, and access to care furnished by MCOs and PAHPs will be analyzed and synthesized into an Annual Report. ~~**for SFY 2010**~~ .The Annual Report will be written to fully comply with 42 CFR 438.364.

2.2.5 Annual External Quality Review Technical Report

Produce a detailed technical report that describes the manner in which all activities conducted in accordance with CFR 42 438.358 were aggregated and analyzed, and conclusions drawn as to the quality, timeliness, and access to the care furnished by the DHCFP contracted MCOs and PAHPs. The Technical Report will be initiated by June first (1ST) each year and completed by October thirty-first (31st) of the same year.

2.2.7.5 *Contingent on funding, the vendor may be asked to perform the following quality activities for the Prepaid Ambulatory Health Plan covered populations in subsequent contract extension years. The vendor may be asked to provide consulting to DHCFP's PAHPs as funding allows. Tasks include:*

A. Provide consulting to DHCFP as funding allows for expansion performance measures. The vendor will identify/recommend new

or revised performance measures applicable to the covered populations;

B. Conduct a readiness review on selected PAHP Vendor(s);

C. Provide technical assistance to the PAHPs on the development of performance measures; and

1. **INCORPORATED DOCUMENTS.** Exhibit A (Original Contract and Amendments 1-5) is attached hereto, incorporated by reference herein and made a part of this amended contract.

2. **REQUIRED APPROVAL**. This amendment to the original contract shall not become effective until and unless approved by the Nevada State Board of Examiners.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to the original contract to be signed and intend to be legally bound thereby.

HEALTH SERVICES ADVISORY GROUP

Mary Ellen Dalton 11-28-16 Chief Executive Officer

Mary Ellen Dalton, PhD, MBA, RN Date Title

DIVISION OF HEALTH CARE FINANCING AND POLICY

Karen Salm 12/6/16

Karen Salm Date Chief Fiscal Officer, DHCFP

Elizabeth Cable for Marta Jensen 12/12/16

Marta Jensen Date Acting Administrator, DHCFP

Jason K 12/13/16

for Richard Whitley Date Director, DHHS

James R Wilson

Signature – Board of Examiners

APPROVED BY BOARD OF EXAMINERS

On: 2/14/17

Date

Approved as to form by:

Deputy Attorney General for Attorney General

On: 12/1/16

Date

HSAG
ATTACHMENT EE
Budget Proposal

	SFY 2010	SFY 2011	SFY 2012	SFY 2013	SFY 2014	SFY 2015	SFY 2016	SFY 2017	SFY 2018	Contract Total
Original contract	$ 285,049.00	$ 345,698.00	$ 380,789.00	$ 348,070.00	$ 529,582.00	$ 328,432.00				$ 2,217,620.00
Amend #3						$ 270,695.00	$ 410,977.00	$ 928,827.85		$ 1,610,499.85
Amend #6									$ 874,376.00	$ 874,376.00
Total	$ 285,049.00	$ 345,698.00	$ 380,789.00	$ 348,070.00	$ 529,582.00	$ 599,127.00	$ 410,977.00	$ 928,827.85	$ 874,376.00	**$ 4,702,495.85**