Part IA – Technical Proposal	
RFQ Title:	EQRO
RFQ:	3491
Vendor Name:	Milliman, Inc.
Address:	1301 Fifth Avenue, Suite 3800 Seattle, WA 98101-2605
Proposal Opening Date:	2/22/18
Proposal Opening Time:	2:00 PM

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VENDOR INFORMATION SHEET FOR RFP 3491

Vendor Shall:

A) Provide all requested information in the space provided next to each numbered question. The information provided in Sections V1 through V6 will be used for development of the contract;

B) Type or print responses; and

C) Include this Vendor Information Sheet in Section III of the Technical Proposal.

V1	Company Name	Milliman, Inc.

V2	Street Address	1301 Fifth Avenue, Suite 3800

V3	City, State, ZIP	Seattle, WA 98101

V4	Telephone Number		
	Area Code: 206	Number: 504-5974	Extension:

V5	Facsimile Number		
	Area Code: 206	Number: 682-1295	Extension:

V6	Toll Free Number		
	Area Code:	Number:	Extension:

V7	***Contact Person for Questions / Contract Negotiations, including address if different than above***	
	Name:	David C. Lewis
	Title:	Senior Consultant
	Address:	1301 Fifth Ave., Suite 3800 Seattle, WA 98101 USA
	Email Address:	david.lewis@milliman.com

V8	Telephone Number for Contact Person		
	Area Code: 206	Number: 504-5974	Extension:

V9	Facsimile Number for Contact Person		
	Area Code: 206	Number: 682-1295	Extension:

V10	***Name of Individual Authorized to Bind the Organization***	
	Name: David C. Lewis	Title: Senior Consultant

V11	Signature ***(Individual must be legally authorized to bind the vendor per NRS 333.337)***	
	Signature:	Date: 2/22/2018

State of Nevada
Department Administration
Purchasing Division
515 E. Musser Street, Suite 300
Carson City, NV 89701

Brian Sandoval
Governor

Jeffrey Haag
Administrator

SUBJECT:	Amendment 1to Request for Proposal 3491
RFP TITLE:	External Quality Review Organization (EQRO)
DATE OF AMENDMENT:	February 2, 2018
DATE OF RFP RELEASE:	January 10, 2018
OPENING DATE:	February 22, 2018
OPENING TIME:	2:00 PM
CONTACT:	Ronda Miller, Purchasing Officer II

The following shall be a part of RFP ***3491.*** If a vendor has already returned a proposal and any of the information provided below changes that proposal, please submit the changes along with this amendment. You need not re-submit an entire proposal prior to the opening date and time.

RFP CHANGES:

1. Old language:

2.2.5 As described in (described in §438.310(c)(2)) an EQRO may not:

New language:

2.2.5 As described in (described in §438.**354**(c)(2)) an EQRO may not:

2 Old language:

2.1.5 Technical Assistance and Optional Activities

The vendor may be required to provide technical assistance and/or optional activities described in 42 CFR 438.58(c) or comparable activities that assess the quality or utilization of services in the fee-for-service program to DHCFP and the participating MCOs, PAHP, and CMO during the contract period. The specific nature of the technical assistance will be defined on a case-by-case basis, but at a minimum, may include educational sessions to enhance the use of EQR results, identification of healthcare trends or "best practices" in performance measures or quality improvement activities; providing clinical consultation and/or expertise; and conducting evaluations of health care initiatives. Optional activities described in 42 CFR 438.358(c) may include:

New language:

2.1.5 Technical Assistance and Optional Activities

The vendor may be required to provide technical assistance and/or optional activities described in 42 CFR **438.358**(c) or comparable activities that assess the quality or utilization of services in the fee-for-service program to DHCFP and the participating MCOs, PAHP, and CMO during the contract period. The specific nature of the technical assistance will be defined on a case-by-case basis, but at a minimum, may include educational sessions to enhance the use of EQR results, identification of healthcare trends or "best practices" in performance measures or quality improvement activities; providing clinical consultation and/or expertise; and conducting evaluations of health care initiatives. Optional activities described in 42 CFR 438.358(c) may include:

3. ***RFP section deletions:***

RFP Section 2.2.9 to be deleted in its entirety.

4. ***RFP ATTACHMENT G – COST PROPOSAL REVISED:***

Vendors to submit cost on the following revised cost proposal:

EQRO Cost Sheet Revised 2.1.18.xlsx

QUESTIONS AND ANSWERS:

1. Vendor Duties and Responsibilities-1.5-7-The RFP requests that vendors be available for regular meetings, including teleconference and face-to-face meetings in Nevada; however, the Cost Schedule provided in Attachment G does not include a category for teleconference and face-to-face meetings to be priced by vendors. Will the DHCFP consider issuing a Cost Schedule that includes meetings, as it has in prior RFPs?

   Yes, the Cost Schedule will be amended to include web meetings, teleconferences, and face to face meetings.

2. 2.1 and Attachment G – Cost Schedule-2.1.5.4.A, B, C-12 and 41-There does not appear to be a designated column on the Optional Activities Cost Schedule for the new Nevada ABD managed care expansion program. Under which column(s) should the vendor price the optional activities for the ABD managed care expansion program?

   Refer to the beginning of this amendment. Attachment G has been revised.

3. Attachment G – Cost Schedule--41-The entries in the Cost Schedule column labeled "RFP Citation" do not align with the RFP citations for the activities listed in Section 2. Will the

DHCFP consider issuing a revised Cost Schedule to help ensure vendors address the correct RFP requirements for each price proposed?

Refer to beginning of this amendment for RFP submittal change.

4. Attachment G – Cost Schedule--41-Please confirm that not all cells on the Cost Schedule require that a price be entered. For example, on the Optional Activities schedule, the row for Technical Assistance – Onsite contract compliance audit of the contracted CMO vendor will only have a price under the CMO-FFS column.

Refer to the beginning of this amendment. Attachment G has been revised.

5. 2.1.1.4; 2.1.3.4-Network Adequacy Validation; page 7; Validation of MCO and DBA/PAHP network adequacy during the preceding 12 months; page 9-Are there current contract requirements or other guidance for the MCOs and PAHP for Network Adequacy?

There are current network adequacy standards outlined in the MCO RFP 3260 Section 3.7.5 Access and Availability, and DBA RFP 3425 Section 3.6.5 Access and Availability.

6. 2.1.1.4; 2.1.3.4-Network Adequacy Validation; page 7; Validation of MCO and DBA/PAHP network adequacy during the preceding 12 months; page 9-What are the current network adequacy standards for the MCOs and PAHP?

Refer to MCO RFP 3260 Section 3.7.5 Access and Availability, and DBA RFP 3425 Section 3.6.5 Access and Availability.

7. 2.1.1.4; 2.1.3.4-Network Adequacy Validation; page 7; Validation of MCO and DBA/PAHP network adequacy during the preceding 12 months; page 9-Has the State of Nevada developed the new managed care requirements, related to time and distance standards, format for annually certifying adequacy of their networks?

Refer to MCO RFP 3260 Section 3.6.3.2. Twenty-Five Mile Rule.

8. 2.1.1.4; 2.1.3.4-Network Adequacy Validation; page 7; Validation of MCO and DBA/PAHP network adequacy during the preceding 12 months; page 9-Does Nevada contract with MCOs or PAHPs for long term services and supports?

Refer to MCO RFP 3260 Section 3.4.4.2 Excluded Populations, Services and Coverage Limitations for Individuals Enrolled in Managed Care. The DHCFP does not contract with the DBA for adult dental services.

9. 2.1.2.4-Conduct of PIPs in addition to those conducted by health plan; page 8-Please clarify who would be conducting these PIPs?

The selected EQRO vendor may be asked to conduct PIP activities in addition to the validation of MCO PIP activities.

10. 2.1.2.4-Conduct of PIPs in addition to those conducted by health plan; page 8-What is the EQRO's role with PIPs in addition to those conducted by health plan?

The EQRO's role would be to validate additional PIPs conducted by the PCCM/CMO related to Pay for Performance Measures (P4P).

11. 7-2.1.3-Validation of MCO, DBA/PAHP and CMO Performance Indicators; page 8-Which measures are the HEDIS measures?

    The State does not understand this question. Is the vendor looking for a list or an amount of the HEDIS and non-HEDIS measures?

12. 2.1.3-Validation of MCO, DBA/PAHP and CMO Performance Indicators; page 8-Which measures are not HEDIS and will be validated using the CMS protocol?

    Refer to the response provided in question 11.

13. 2.1.3.3-Validation of Performance Improvement Projects (PIPs); page 8-Does DHCFP have a preference for whether the PIP topics are selected by DHCFP, the MCO or the EQRO?

    Historically, the DHCFP has collaborated with both MCO and EQRO vendors to determine PIP topics based from performance measure data for the MCO vendors.

14. 2.1.3.3-Validation of Performance Improvement Projects (PIPs); page 8-Does DHCFP have a preference for the selection of a single PIP topic across all MCOs or for allowing MCOs to select distinct and separate PIP topics?

    The DHCFP has had the same PIPs across plans as well as selected distinct and separate PIPs. PIP selection is determined by performance indicators, as well as determined with Nevada Department of Health and Human Services health goals and objectives in mind.

15. 2.1.3.3-Validation of Performance Improvement Projects (PIPs); page 8-If the MCO is allowed to select the PIP topic, is the topic vetted and approved by DHCFP or the EQRO before implementation?

    Yes.

16. 2.1.3.5-Validation of the Nevada DHCFP State QAPIS in SFY 2019 and each subsequent EQR contract renewal year; page 9-Can the state provide more detail about what data or documents the EQRO might review as part of the QAPI to measure objectively the progress and status of Value Based Purchasing?

    Validating performance measure data related to pay for performance programs outlined within CMO, MCO, or DBA contracts.

17. 2.1.4-Compliance Review; page 10-How many sections are in the compliance review?

IQAP Compliance Review Calendar		
Standard Number	Compliance Review Standard	Review Year
I	Internal Quality Assurance Program	**FY 2020**
II	Credentialing and Recredentialing	**FY 2018**
III	Member Rights and Responsibilities	**FY 2019**
IV	Member Information	**FY 2019**
V	Availability and Accessibility of	**FY 2018**

	Services	
VI	Continuity and Coordination of Care	**FY 2019**
VII	Grievance and Appeals	**FY 2019**
VIII	Subcontracts and Delegation	**FY 2018**
IX	Cultural Competency Program	**FY 2020**
X	Coverage and Authorization of Services	**FY 2019**
XI	Provider Dispute and Complaint Resolution	**FY 2018**
XII	Confidentiality and Recordkeeping	**FY 2020**
XIII	Provider Information	**FY 2018**
XIV	Enrollment and Disenrollment	**FY 2020**
XV	Program Integrity	**FY 2020**

18. 2.1.5-Technical Assistance and Optional Activities; pages 10-11-Can you clarify whether cost information for the Technical Assistance and Optional activities described in Section 2.1.5 is requested for the Cost Proposal at this time; or whether it should be provided after a specific request and scope of work is provided by DHCFP (as indicated at the end of 2.1.5)?

    After a specific scope of work and request for costs is provided by the DHCFP.

19. 2.2.9-ICD-9 and EDI compliance; page 14-Section 2.2.9 indicates the vendor must maintain ICD-9 and EDI compliance as defined by CMS. Could the state cite the CMS regulations to which this compliance refers?

    Refer to beginning of this amendment for RFP submittal change.

20. 2.4.1-Implementation; page 15-Is a preliminary work plan required as part of the proposal?

    A preliminary work plan is not required as part of the RFP.

21. 9.2-Proposal Evaluation and Award Process, page 28-Is there a state statute, regulation or written rule that describes in more detail the specifics for the 5% discount for Nevada-based businesses? If not, can DHCFP elaborate on the criteria used to determine the 5% discount?

    Refer to Assembly Bill 280 dated March 13, 2017.

22. 7.-RFP Timeline; page 21-Is there a meeting of interested bidders prior to the submission of the bid?

    No.

23. 8.2.2.5-Part IA-Technical Response, Section V-Scope of work; page 24-Are there instructions on preferred response content for the Scope of Work sections?

    The State has no additional instructions. The State will accept a clarifying question.

24. 8.2.2.5-Part IA-Technical Response, Section V-Scope of work; page 24-The instructions indicate that the vendor shall place their responses to the technical sections immediately following the applicable RFP question, statement, and/or section. Does this mean that the vendor must respond to every section/subsection individually or can sections/subsections be combined where it makes sense?

Vendors shall respond to the Scope in its entirety.

25. ATT. G-Cost Schedule Spreadsheet (attachment to the RFP); page 41 -The cost spreadsheet has citations that are supposed to be directed back to the RFP, but they are missing digits. For example, on the first line of the spreadsheet for the Activity of Performance Improvement Project Validation, one of the citations is 2.3.3. We cannot find a 2.3.3 in the RFP.

    Refer to beginning of this amendment for RFP submittal change.

26. ATT. G-Cost Schedule Spreadsheet (attachment to the RFP); page 41 -In the cost spreadsheet, under Optional Activities, there is an Activity for Consulting. The citation is 2.5.6, but there is no 2.5.6 in the RFP. We believe it references Section 2.1.5.6 regarding consulting, however there is no scope of work (SOW) for that. In fact, this page (12) implies that a SOW would be submitted in writing from the state after the contract is awarded to the EQRO so that the EQRO may submit a cost proposal at that time. Can the state provide details for the consulting work if it is intended to be part of the cost proposal for this RFP?

    The Cost Schedule has been revised. Please refer to the beginning of the amendment for this document.

27. ATT. G-Cost Schedule Spreadsheet (attachment to the RFP); page 41 -In the cost spreadsheet, can you clarify which Optional Activities that you expect proposed cost for at this time?
    The Cost Schedule has been revised. Please refer to the beginning of the amendment for this document.

28. ATT. G-Cost Schedule Spreadsheet (attachment to the RFP); page 41 -For Optional Activities that do not include a scope of work, are you requesting hourly rates?
    The Cost Schedule has been revised. Please refer to the beginning of the amendment for this document.

29. ATT. G-Cost Schedule Spreadsheet (attachment to the RFP); page 41 -For Optional Activities that do not include a scope of work, are these sections to be completed once a final vendor is selected and scope of work is provided?

    The Cost Schedule has been revised. Please refer to the beginning of the amendment for this document.

30. Section 2.1.3, Scope of Work, page 8. Can the State clarify the total number of plans that would undergo a Performance Measure Validation audit?

    3 MCOs, 1 DBA, and 1 CMO.

31. Section 2.1.3, Scope of Work, page 8. Can the State clarify the total number of HEDIS and non-HEDIS measures that it will require each of the entities to report or a maximum number of performance measures to be validated?

    MCOs- 26 HEDIS measures (9 hybrid measures).
    DBA- 1 HEDIS measure, and 3 non-HEDIS measures.
    CMO-22 HEDIS like measures.

32. Section 2.1.3, Scope of Work, page 8. Can the State clarify the number of hybrid measures that is expects each entity to report on?

Refer to the response provided to question 31.

33. Section 2.1.3, Scope of Work, page 8. Can the State clarify its expectations for the timing of performing the performance measure validation audits?

The start of this activity usually begins in January and the final audit report is presented in July.

34. Section 2.1.4, Scope of Work, page 10. It states "Conduct a compliance review evaluating the effectiveness of the quality strategy within the previous 3 years. This review will be broken out in sections to be reviewed annually." Can the State clarify as to what is meant by "broken out into sections to be reviewed annually"? What sections must be reviewed in SFY19?

Refer to the response provided to question 17.

35. Section 2.2.8 Qualifications of External Quality Review Organizations, page 14. Can the State clarify why an NCQA-Certified Health Employer Data Set (HEDIS) Compliance Auditor is a required position if the validation of performance measure activity can be conducted using the Centers for Medicare & Medicaid Services (CMS) Validating Performance Measure Protocol, which does not require the use of an NCQA-Certified HEDIS Compliance Auditor?

State choice.

36. Section 9, Proposal Evaluation and Award Process, page 27. RFP indicates "Conformance with the terms of this RFP" carries a weight of 10%. Does the submission of modifications/exceptions to the contract terms and conditions have any impact on the scoring of the vendor's proposal?

The evaluation committee may take into consideration any modifications/exceptions when scoring.

37. Section 9.8, part of Proposal Award and Evaluation, page 28. This section indicates "A Letter of Intent (LOI) shall be issued in accordance with NAC 333.170 notifying vendors of the State's intent to award a contract to a vendor, pending successful negotiations." Is the LOI sent directly to all vendors or posted on the website or provided in a different way?

The LOI only goes to the proposing vendors.

38. Section 10, Terms and Conditions, page 29 and Attachment C, Contract Form, page 37. Is the State willing to negotiate the terms and conditions of the contract? If yes, where should vendors include contract modifications/exceptions, e.g., attachment to cover letter, appendix of RFP response, etc.?

No.

39. General Question. Please provide the names of vendors who submitted questions. If the State is unable to provide the names, please provide the number of vendors who submitted questions.

Health Insight Assure, LLC; HSAG.

40. General Question. Health Services Advisory Group (HSAG) is the incumbent. What is the annual contract value and hours in their current contract? Is the scope of work requested in this RFP substantially similar to the current work being provided by HSAG?

The scope of work outlined within the RFP is similar to the current HSAG contract with the exception of some of the optional activities listed, as the DHCFP has potential to include the activities, but forward movement related to expanding coverage of the managed care populations and service areas has not yet been solidified.

41. General Question. What is the maximum budget for this project?

The State chooses not to disclose this information.

42. 2.1.3.2-8-Does the DHCFP anticipate requesting MCOs to become NCQA Accredited or Certified in the future?

More than one MCO is currently NCQA accredited. This is not a current State of Nevada requirement.

43. 2.1.3.2-8-Can the vendor subcontract with a Certified HEDIS Compliance Auditor to conduct the validation of performance indicators task or is a NCQA licensed organization required?

Refer to RFP 3491 Section 2.2.8.

44. 2.1.3.2.A-8-Does DHCFP currently require submission of HEDIS data using IDSS to NCQA? Will DHCFP require this in the future?

Yes, it is currently submitted via IDSS and we foresee no change in this process.

45. 2.1.3.2.A-8-Will DHCFP require or expect the MCOs and CMO to report their HEDIS performance measures to NCQA? If yes, are the MCOs and CMO required to publicly report their HEDIS results?

The current EQRO vendor reports the performance measures to NCQA. The DHCFP publicly reports the performance measures within our External Quality Review Annual Technical Report.

46. 2.1.3.2.A-8-Are all performance measures HEDIS or are other types of measures included as well?

MCO- Currently, all MCO performance measures are HEDIS, but the state has used non-HEDIS measures before, and may elect to use them in the future.
CMO- There are 22 performance measures that are validated by the EQRO vendor. They are non-HEDIS measures.
DBA- 1 HEDIS and 3 non-HEDIS measures are validated for this program.

47. 2.1.3.3-8-Confirm the CMO is not required to conduct PIPs (only the MCOs and PAHP will conduct PIPs). If the CMO is required to conduct PIPs, how many? And, clinical or non-clinical?

The CMO is not currently conducting PIPs.

48. 2.1.3.3-8-Can DHCP provide a list of PIP topics currently underway or expected to be implemented?

The SFY 2017 Technical Report can be located here:
http://dhcfp.nv.gov/Resources/AdminSupport/Reports/CaseloadData/

49. 2.1.3.6-9-Will the vendor develop the first annual technical report using the current EQRO's audit information/reports?

Yes. The information is owned by the DHCFP.

50. 2.1.3.6-9-What is the due date to submit the first annual technical report to DHCFP?

Technical Reports are due October 2018.

51. 2.1.3.6.H-10-Can you provide a copy of the latest QAPIS and Performance Tracking Tool?

Please refer to the DHCFP Managed Care Report link located here:
http://dhcfp.nv.gov/Resources/AdminSupport/Reports/CaseloadData/

52. 2.1.4-10-Confirm the Compliance Review standards are broken out and approximately 1/3 of the standards will be reviewed annually. So in a three year period, a comprehensive review is completed.

Refer to question 17 of this amendment.

53. 2.1.4-10-Are the Compliance Reviews to be conducted on-site or via desktop? 2.1.4-10-What programs are to be reviewed under the Compliance Reviews? MCO, DBA/PAHP, and CMO?

Compliance reviews are conducted for all MCOs and the DBA. MCO/DBA compliance reviews have both on-site and desktop components. The last CMO compliance review was conducted in FY 2015 and the report, which outlines the review standards can be located here: http://dhcfp.nv.gov/Pgms/BLU/HCGPOriginal/ Nevada DHCFP is proposing to phase out of the CMO program, and if phase out is completed, then the CMO contract will end June 30, 2018. Nevada may elect to implement a similar program in the future, which may require EQRO compliance efforts.

54. 2.1.5.1. C-11-Please define what DCHFP means by "omission studies"?

During an encounter data validation, an EQRO vendor will often speak to the encounter data completeness and accuracy. This would include information related to data omission rates for various services.

55. 2.1.5.2-11-Provide clarification regarding the differences between the CMO, the Care Coordination Vendor, and the CMO Vendor.

2.1.5.2A. and B. are both referencing the same vendor. Currently, DHCFP has a contract with our CMO vendor through June 2018. This contract may not be extended if the CMO

program is phased out, however a similar vendor/service for care coordination may exist in the near future (2019).

56. 2.1.5.2-11-Are activities A and B mandatory activities for the Nevada Medicaid Care Coordination program?

Yes, they are part of the Special Terms and Conditions of the waiver.

57. 2.1.5.6-13-Should the vendor submit technical assistance costs as part of the cost proposal or will costs be submitted on a case-by-case basis when a request is received from DHCFP?

These can be submitted on a case-by-case basis with a SOW when request is received from the Division.

58. 2.2.9-14-"Contractor must maintain current International Classification of Diseases (ICD) and Electronic Data Interchange (EDI) compliance as defined by CMS regulation and policy and no funding will be provided for contractor's compliance."

This is not a question.

59. How does this statement apply to tasks under the EQRO scope of work? Can you provide a reference to the specific regulation this requirement refers to?

Refer to the beginning of this amendment. Section 2.2.9 has been removed.

60. Section 4- page 20-Can DHCFP revise the cost proposal template and shade or block the cells that do not require a cost (as not all tasks are being completed for each entity)? This will eliminate additional costs that are not necessary.

The Division has provided an updated cost proposal template. Cells for costs that are not necessary or that cannot be determined without an additional SOW have been removed.

61. Section 4- page 20-Clarify which tasks require a separate Title XIX (Medicaid) and XXI (CHIP) cost. For example, one Annual Technical Report will address Medicaid and CHIP. Would DHCFP like for the costs of one Annual Technical Report be broken down to the Medicaid and CHIP level?

Yes.

62. Section 4- page 20-Confirm a total (all three MCOs) Medicaid and CHIP cost should be provided for each activity and not a per MCO cost.

Costs should be broken out as outlined within the cost proposal template. The template does not allow for costs to be broken out by each separate MCO.

63. Section 4- page20-Please revise the RFP citations on the cost proposal template. The citations are not consistently matching up with the RFP. For example, references in the cost proposal template are based on three numbers X.X.X and references in the RFP are based on four numbers X.X.X.X.

Refer to beginning of this amendment for RFP submittal change.

64. Section 4- page 20-For Attachment G, detail is requested for the cost. Please give examples of what is expected.

Refer to the answer provided for question 60. Additional detail will not be provided at this time.

65. 1. PROJECT OVERVIEW-1.5-7-The RFP requests that vendors be available for regular meetings, including teleconference and face-to-face meetings in Nevada; however, the Cost Schedule provided in Attachment G does not include a category for teleconference and face-to-face meetings for pricing by vendors. Will the DHCFP consider issuing a Cost Schedule that includes meetings, as it has in previous RFPs?

See revised cost schedule at the beginning of this amendment.

67. 2. SCOPE OF WORK-2.1.2.1-7-Does the DHCFP anticipate conducting the encounter data validation study for the DBA in FY 2019 or FY 2020?

FY 2019

68. 2. SCOPE OF WORK-2.1.2.5, 2.1.5.1.A-8 & 11-Please confirm the anticipated number of entities to be considered in the studies (i.e., MCOs, FFS, PAHP).

Possibly 3 MCOs, 1 DBA, 1 CMO, and FFS.

69. 2. SCOPE OF WORK-2.1.2.5, 2.1.5.1.A-8 & 11-Will the data necessary to complete focused study analyses be obtained from the managed care entities (i.e., MCOs, PAHP, etc.), from the DHCFP, or through a direct connection to the DHCFP's data systems?

Depending on the study the data may come directly from managed care organizations, the DBA, or from the Division.

70. 2. SCOPE OF WORK-2.1.2.5, 2.1.5.1.A-8 & 11-Has the DHCFP identified clinical or non-clinical focused study topics for the first contract year? Are there clinical or non-clinical areas of interest to the DHCFP for purposes of studies on quality?

Topics have not yet been identified for the contract period.

71. 2. SCOPE OF WORK-2.1.2.5, 2.1.5.1.A-8 & 11-Please clarify the DHCFP's expectations regarding the frequency and timing of the focused studies (i.e., one study per year to be completed during the contract year).

The DHCFP has not determined the number of optional studies to be conducted during the contract period.

72. 2. SCOPE OF WORK-2.1.2.5, 2.1.5.1.A-8 & 11-As different study topics may require different data sources, does the DHCFP have a preference as to whether these studies are conducted using a hybrid methodology (i.e., inclusion of medical record review), a survey, or administrative data?

The study topic will likely determine the data sources. Previous studies have included administrative data, hybrid, and surveys.

a. If a hybrid methodology is requested, will the selected study sample be based on a statewide sample, or should the sample be stratified by FFS/MCOs such that inter-plan comparisons can be made?

It is likely that the sample would be stratified by FFS/MCO so that inter-plan comparisons can be made.

73. 2. SCOPE OF WORK-2.1.2.5, 2.1.5.3-8 & 11-As different study topics may require different data sources, does the DHCFP have a preference as to whether these studies are conducted using a hybrid methodology (i.e., inclusion of medical record review), a survey, or administrative data?

a. If a hybrid methodology is requested, do the FFS/MCOs' provider contracts outline any requirements for the procurement and submission of medical records to the EQRO?

Reference RFP 3260 Section 3.10.18.1 Accessibility and Availability of Medical Records.

74. 2. SCOPE OF WORK-2.1.2.5, 2.1.5.1.A-8 & 11- As different study topics may require different data sources, does the DHCFP have a preference as to whether these studies are conducted using a hybrid methodology (i.e., inclusion of medical record review), a survey, or administrative data?

a. If a hybrid methodology is requested, do the FFS/MCOs have a minimum required timeframe to procure and submit medical records for a focused study?

Timeframes for data submission specific to special projects are usually presented to the MCOs and adjusted if needed after discussion. A calendar of project deliverables and deadlines are provided to the plans for adherence.

75. 2. SCOPE OF WORK-2.1.2.5, 2.1.5.1.A-8 & 11-As different study topics may require different data sources, does the DHCFP have a preference as to whether these studies are conducted using a hybrid methodology (i.e., inclusion of medical record review), a survey, or administrative data?

a. If a hybrid methodology is requested, will the FFS/MCOs be expected to procure and submit requested medical records to the EQRO for abstraction, or will the EQRO be required to abstract the medical records from either physician offices and/or the FFS/MCOs' offices?

The FFS/MCOs will be expected to procure and submit requested medical records to the EQRO.

76. 2. SCOPE OF WORK-2.1.3.4-9-Will the vendor be responsible for creating a crosswalk of MCO provider specialty types for all three MCOs and the FFS program to ensure consistency in categorizing providers?

Yes.

77. 2. SCOPE OF WORK-2.1.3.4-9-Will the vendor be responsible for working with the DHCFP to create network adequacy standards for specialty providers if such standards are not currently defined?

The DHCFP plans on adopting network adequacy standards as established by the Division of Insurance; however, for specialty providers that the DOI have not assigned network adequacy standards for the DHCFP will require the EQRO to assist in identifying/establishing standards for the remaining provider specialties identified within 42 CFR 438.68(b).

78. 2. SCOPE OF WORK-2.1.3.4-9-Is the DHCFP interested in validation results reported for a specific list of provider specialties or provider groups? How many provider specialties does the DHCFP anticipate including in the analysis for each managed care entity (i.e., MCOs, and DBA/PAHP)?

Refer to the last DHCFP network adequacy report located here:
http://dhcfp.nv.gov/Resources/AdminSupport/Reports/CaseloadData/
Future reporting requirements may not exactly mirror previous reports. The Division consults with the Department of Health and Human Services prior to proceeding with Network Adequacy studies to incorporate their recommendations.

79. 4. COST-4-20-The RFP states, "Vendors must provide detailed fixed prices for all costs associated with the responsibilities and related services. Clearly specify the nature of all expenses anticipated."

a. In addition to completing Attachment G, Cost Schedule, does the DHCFP require detail on all direct costs associated with the tasks, as well as a budget narrative?

The DHCFP does not require additional cost information outside of the documentation required within Attachment G.

80. 2. SCOPE OF WORK-2.1.5-10 - 11-The RFP states, “The vendor may be required to provide technical assistance and/or optional activities described in 42 CFR 438.58(c)....” Please confirm this citation should be 42 CFR 438.358(c), as stated later in the text.

The correct citation is 42 CFR 438.358 (C). Refer to the beginning of this document.

81. 2. SCOPE OF WORK-2.1.5-10, 11-The last sentence in the cited paragraph states, "Optional activities…may include." The list that follows, 2.1.5.2.a and b, includes compliance audit and performance measure validation for the CMO vendor, which are also listed in the requirement at 2.1.1 for the vendor to perform mandatory activities for the CMO, inclusive of a compliance review (2.1.1.3) and performance measure validation (2.1.1.2).

a. For purposes of completing the cost schedule, please clarify whether these are optional or mandatory activities the vendor must perform.

These are optional activities.

83. 2. SCOPE OF WORK-2.1.5.2 B-11-Will the vendor be required to provide a validation of source data (claims processing vendor) as part of the validation of performance measures for the DHCFP's CMO vendor?

Yes.

84. 2. SCOPE OF WORK-2.1.5.3-11-Does the DHCFP anticipate the vendor will be required to produce two Quality Rating Systems—one for Nevada Check Up and one for Medicaid?

Yes, one quality rating system inclusive of both Nevada Check Up and Medicaid beneficiaries.

85. 2. SCOPE OF WORK-2.1.5.4 C-12-Other than conducting performance measure calculation and/or validation, can the DHCFP clarify the activities associated with the evaluation of the implementation of performance measures for the ABD population?

The EQRO would calculate and validate the ABD performance measures.

86. 2. SCOPE OF WORK-2.1.5.4.B-12-The RFP references the need to conduct an information systems (IS) readiness review of a new ABD MCO vendor. Should this also include an operational readiness review that contains the elements described in 42 CFR 438.66(d)(4)?

Yes.

87. 2. SCOPE OF WORK-2.1.5.5.B-12-The RFP references the need to conduct an information systems (IS) readiness review of a new MCO vendor for rural county expansion. Should this also include an operational readiness review that contains the elements described in 42 CFR 438.66(d)(4)?

Yes.

88. 2. SCOPE OF WORK-2.1.5.4.A, B, C-12 & 41-There does not appear to be a designated column on the Optional Activities Cost Schedule for the new Nevada ABD managed care expansion program. Under which column(s) should the vendor price the optional activities for the ABD managed care expansion program?

Attachment G has been revised. Optional activities will be priced by project when a request and SOW is provided to the vendor. Refer to the beginning of this document.

89. 2. SCOPE OF WORK-2.2.5-13-The Code of Federal Regulations citation listed as the reference for the EQRO independence requirements (i.e., §438.310(c)(2) appears to be incorrect. Please confirm the DHCFP intended to refer instead to §438.354(c)(2).

§438.354(c)(2)is the correct citation. Refer to the beginning of this amendment.

90. 2. SCOPE OF WORK-2.2.9-14-Subsection 2.2.9 states, "Contractor must maintain current International Classification of Diseases (ICD) and Electronic Data Interchange (EDI) compliance, as defined by CMS regulation and policy."

    a. Compliance with ICD and EDI are more applicable to the original data submitters, as opposed to secondary data users. Please clarify what constitutes compliance with ICD and EDI for secondary data users.

    Refer to the beginning of this amendment. Section 2.2.9 has been removed.

91. 2. SCOPE OF WORK-2.4.3 -15-The RFP states, "Unless otherwise agreed to by the DHCFP, submit to the DHCFP, within a minimum of ten (10) working days of the service state date, all deliverables to permit any DHCFP identified modifications." Will the DHCFP please specify the deliverables it expects to receive within 10 working days of the service start date? Are these separate from the work plan, noted in Section 2.4.1 of the RFP, which is due no later than one month following notification that the vendor has been awarded the contract?

The work plan is to be delivered within one month from the notification of contract award. Within 10 days of the service start date the vendor will supply a list of all deliverables they are requesting modifications be made for. The DHCFP will have 20 working days from receipt to respond to the requested modifications/revisions. If the DHCFP does not respond by the 20th working day after receipt, then the DHCFP's approval of the submission will be assumed as granted.

92. 2. SCOPE OF WORK-2.1.1.2-7-Will the DBA performance measures be standardized measures or measures developed by the DHCFP?

DBA- 1 HEDIS and 3 non-HEDIS measures

93. 2. SCOPE OF WORK-2.1.1.2-7-If the DHCFP-developed performance measures are used, will the DHCFP update and maintain the methodologies, or will the vendor update and maintain the methodologies?

The vendor will update and maintain the methodologies.

94. 2. SCOPE OF WORK-2.1.1.2-7-Will the vendor be responsible for updating and maintaining the performance measure specifications for the CMO?

Yes.

95. 2. SCOPE OF WORK-2.1.1.2-7-Will the vendor provide technical assistance in determining or selecting performance measures for the CMO program?

The current vendor provided technical assistance with selecting performance measures for the CMO. CMO performance measures were identified at the beginning of the demonstration waiver. The demonstration waiver will expire 6/30/2018.

96. 2. SCOPE OF WORK-2.1.2.2 & 2.1.5.1-7 & 11-For the Nevada Medicaid FFS population, one of the optional activities listed is CAHPS. Will the vendor be required to administer a survey?

Yes.

97. 2. SCOPE OF WORK-2.1.2.2 & 2.1.5.1-7 & 11-For the Nevada Medicaid FFS population, one of the optional activities listed is CAHPS. Please confirm only one (1) reporting unit (i.e., the entire Nevada Medicaid FFS population) will be sampled.

This is true of the current project. Future projects may differ in scope. The DHCFP would provide a request outlining the SOW of future projects and request a cost proposal at that time.

98. 2. SCOPE OF WORK-2.1.2.2 & 2.1.5.1-7 & 11-For the Nevada Medicaid FFS population, one of the optional activities listed is CAHPS. Will both adult and children be surveyed?

The population and type of CAHPS survey(s) would be determined prior to implementing the optional activity. The vendor would be provided a SOW and a cost proposal would be requested by DHCFP prior to initiating the project.

99. 2. SCOPE OF WORK-2.1.2.2 & 2.1.5.1-7 & 11-For the Nevada Medicaid FFS population, one of the optional activities listed is CAHPS. If children are surveyed, which version of the CAHPS survey instrument will be required for administration:

(1) the Child Medicaid CAHPS Survey without the Children with Chronic Condition measurement set or;

(2) the Child Medicaid CAHPS Survey with the Children with Chronic Conditions measurement set?

See question 98 of this amendment.

100. 2. SCOPE OF WORK-2.1.2.2 & 2.1.5.1-7 & 11-For the Nevada Medicaid FFS population, one of the optional activities listed is CAHPS. How many supplemental items will be added to the standard CAHPS surveys?

The DHCFP would determine project details once it is decided to move forward with the optional activity.

101. 2. SCOPE OF WORK-2.1.2.2 & 2.1.5.1-7 & 11-For the Nevada Medicaid FFS population, one of the optional activities listed is CAHPS. Please confirm whether the DHCFP requires oversampling.

In the event DHCFP selects this optional activity the Division would require oversampling.

102. 2. SCOPE OF WORK-2.1.2.2 & 2.1.5.1-7 & 11-For the Nevada Medicaid FFS population, one of the optional activities listed is CAHPS. In which languages will the surveys be administered?

In the event DHCFP selects this optional activity the surveys would likely be administered in English and Spanish.

103. 2. SCOPE OF WORK-2.1.2.2 & 2.1.5.1-7 & 11-For the Nevada Medicaid FFS population, one of the optional activities listed is CAHPS. Please confirm a standard mixed-mode methodology will be employed for all survey administration activities (i.e., two mailings, two reminder postcards, and telephone follow-up).

The DHCFP would determine project details once it is decided to move forward with the optional activity.

104. 2. SCOPE OF WORK-2.1.2.2 & 2.1.5.1-7 & 11-For the Nevada Medicaid FFS population, one of the optional activities listed is CAHPS. Will survey results be submitted to the NCQA and/or AHRQ's CAHPS Health Plan Survey database?

Yes.

105. 2. SCOPE OF WORK-2.1.2.2 & 2.1.5.1-7 & 11-For the Nevada Medicaid FFS population, one of the optional activities listed is CAHPS. What deliverables will be required for this activity?

The DHCFP would determine project details once it is decided to move forward with the optional activity.

106. 2. SCOPE OF WORK-2.1.2.2 & 2.1.5.1-7 & 11-For the Nevada Medicaid FFS population, one of the optional activities listed is CAHPS. Will the vendor be required to validate?

In the event DHCFP selects this optional activity the vendor would be required to validate.

107. 2. SCOPE OF WORK-2.1.2.3-8-Regarding the calculation performance measures, in addition to those reported by health plans, does the DHCFP anticipate having the vendor calculate hybrid measures?

Measures for this optional activity have not yet been selected. It is possible that hybrid measures may be selected.

108. 2. SCOPE OF WORK-2.1.2.3-8-Please confirm the vendor will validate both clinical and non-clinical PIPs, for a total of five (5) PIPs per MCO to be validated.

RFP 3491 Section 2.1.3.3 states that mandatory activities would include the validation of 2 clinical PIPs and 3 non-clinical PIPs (5 PIPs) per MCO; and one clinical PIP and one non-clinical PIP for the DBA.

109. 2. SCOPE OF WORK-2.1.2.3-8-Please provide the approximate number of measures the vendor will be required to calculate for the FFS population.

Currently, there are 9 administrative measures that are calculated for the FFS population.

110. 2. SCOPE OF WORK-2.1.2.3-8-Please provide the number of sub-populations within the FFS population the vendor will be required to calculate measures.

The FFS performance measures are: Follow up after hospitalization after hospitalization for Mental Illness (FUH), Mental Health Utilization (MPT), Follow up after ED visit foe Mental Illness, Follow up after ED visit for ETOH and other Drugs, Use of opioids at high dosage (UOD), Use of opioids from multiple providers (UOP), Children and Adolescents access to primary care (CAP), Annual Dental Visit (ADV), and Adult Access to primary care (AAP).

111. 2. SCOPE OF WORK-2.1.2.6-8-Please clarify the type of assistance that will be required for the Quality Rating System for the FFS population. Will this assistance be limited to technical assistance or development and production of a Quality Rating System?

Development and production of the QRS.

112. 2. SCOPE OF WORK-2.1.3.2 C & D-8-Please confirm if the DHCFP anticipates including both Medicaid and CHIP HEDIS rates in the comparative analysis? If yes, does the DHCFP anticipate receiving separate reports for each population or a single report only?

The expectation is the Medicaid and CHIP rates will be included in a comparative analysis within in a single report. Please refer to our previous Technical Reports for more information.
http://dhcfp.nv.gov/Resources/AdminSupport/Reports/CaseloadData/

113. 2. SCOPE OF WORK-2.1.3.2 A-8-The RFP states that validation will be required for HEDIS and other performance measures. Will the DHCFP provide a list of the non-HEDIS measures that are required for reporting by the MCO, DBA/PAHP, and CMO? Are any of the non-HEDIS measures required to use hybrid methodology?

Currently there are 26 HEDIS measures for the MCOs, 1 HEDIS and 3 non-HEDIS measures for the DBA, and 22 HEDIS like measures for the CMO. The non-HEDIS measures for the DBA have not yet been determined, and it is uncertain the number that may use a hybrid methodology at this time.

114. 3. COMPANY BACKGROUND AND REFERENCES-3.4-20 & 40-Section 3.4 states that a resume is required "for each key personnel…;" however, Attachment F indicates a resume is to be completed "for all proposed prime contractor staff and proposed subcontractor staff." Due to a significant difference in the number of resumes potentially required, please confirm whether the DHCFP requires submission of all proposed vendor and subcontractor staff resumes or only resumes for those designated as key vendor and contractor personnel.

Submit forms for all proposed contractor and subcontractor staff.

115. 9. PROPOSAL EVALUATION AND AWARD PROCESS-9.1-27-The scoring for cost indicates that the total cost for the proposal will be included in the cost formula to determine the cost criteria score. There are several tasks listed in Section 2.1.5 Technical Assistance and Optional Activities, that may or may not be requested by the DHCFP, which are included in the cost schedule in Attachment G. Further, Section 2.1.5.6 does not specify the tasks related to technical assistance or consulting, but the activity seems to be referenced in the cost schedule in Attachment G. Would the DHCFP consider removing costs associated with undefined technical assistance and consulting from the cost formula to determine the cost criteria score?

No, cost must be evaluated per NRS 333. However, the cost has been revised. Refer to beginning of this amendment.

116. 9. PROPOSAL EVALUATION AND AWARD PROCESS-9.6-28-This requirements states, "Each vendor shall include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigations pending which involves the vendor or in which the vendor has been judged guilty or liable." Please provide the proposal part and section in which the State would like the response, even if there is nothing to report.

Refer to Section 3.1.7 of RFP 3491.

117. ATTACHMENT E – REFERENCE QUESTIONNAIRE-Attachment E-39-There is an inconsistency between the Instructions to Proposing Vendor and the Reference Questionnaire regarding where the Reference should be returned. The Instructions to Proposing Vendor states it should be returned to: rlmiller@admin.nv.gov. However, the Reference Questionnaire states:

Business reference is requested to submit the completed Reference Questionnaire via email or facsimile to:

State of Nevada, Purchasing Division
Subject: RFP 3491
Attention: Purchasing Division
Email: rfpdocs@admin.nv.gov
Fax: 775-684-0188

Please confirm the correct e-mail address for the return of the Reference Questionnaire.

The correct e-mail is rlmiller@admin.nv.gov

118. ATTACHMENT F– PROPOSED STAFF RESUME-Attachment F-40-Please clarify what is expected in the field entitled, "# of Years in Classification". Is this the number of years the staff member has been in their current position?

This is the number of years doing this type of service.

119. ATTACHMENT G – COST SCHEDULE-Attachment G-41-The entries in the Cost Schedule column labeled "RFP Citation" do not align with the RFP citations for the activities listed in Section 2. Will the DHCFP consider issuing a revised Cost Schedule to help ensure vendors address the correct RFP requirements for each price proposed?

Refer to beginning of this amendment for RFP submittal change.

120. ATTACHMENT G – COST SCHEDULE-Attachment G-41-Please confirm that not all cells on the Cost Schedule require that a price be entered. For example, on the Optional Activities schedule, the row for Technical Assistance – Onsite contract compliance audit of the contracted CMO vendor will only have a price under the CMO-FFS column.

The Cost Schedule has been revised. Please review revised Attachment G at the beginning of this amendment.

ALL ELSE REMAINS THE SAME FOR RFP 3491

Vendor must sign and return this amendment with proposal submitted.

Vendor Name: Milliman, Inc.

Authorized Signature:

Title: Senior Consultant Date: 2/21/2018

This document must be submitted in the "State Documents" section of vendors' technical proposal.

ATTACHMENT A – CONFIDENTIALITY AND CERTIFICATION OF INDEMNIFICATION

Submitted proposals, which are marked "confidential" in their entirety, or those in which a significant portion of the submitted proposal is marked "confidential" **shall not** be accepted by the State of Nevada. Pursuant to NRS 333.333, only specific parts of the proposal may be labeled a "trade secret" as defined in NRS 600A.030(5). All proposals are confidential until the contract is awarded; at which time, both successful and unsuccessful vendors' technical and cost proposals become public information.

In accordance with the submittal instructions of this RFP, vendors are requested to submit confidential information in separate files marked "**Part IB Confidential Technical**" and "**Part III Confidential Financial**".

The State shall not be responsible for any information contained within the proposal. If vendors do not comply with the labeling and packing requirements, proposals shall be released as submitted. In the event a governing board acts as the final authority, there may be public discussion regarding the submitted proposals that shall be in an open meeting format, the proposals shall remain confidential.

By signing below, I understand it is my responsibility as the vendor to act in protection of the labeled information and agree to defend and indemnify the State of Nevada for honoring such designation. I duly realize failure to so act shall constitute a complete waiver and all submitted information shall become public information; additionally, failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

This proposal contains Confidential Information, Trade Secrets and/or Proprietary information.

Please initial the appropriate response in the boxes below and provide the justification for confidential status.

Part IB – Confidential Technical Information			
YES	DCL	NO	
Justification for Confidential Status			
Certificates of Insurance			

Part III – Confidential Financial Information			
YES	DCL	NO	
Justification for Confidential Status			
Audited Financials			

Milliman, Inc.

Company Name

Signature

David C. Lewis

Print Name

February 22, 2018

Date

This document shall be submitted in Section IV of vendor's technical proposal

ATTACHMENT B – VENDOR CERTIFICATIONS

Vendor agrees and shall comply with the following:

(1) Any and all prices that may be charged under the terms of the contract do not and shall not violate any existing federal, State or municipal laws or regulations concerning discrimination and/or price fixing. The vendor agrees to indemnify, exonerate and hold the State harmless from liability for any such violation now and throughout the term of the contract.

(2) All proposed capabilities can be demonstrated by the vendor.

(3) The price(s) and amount of this proposal have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, vendor or potential vendor.

(4) All proposal terms, including prices, shall remain in effect for a minimum of 180 days after the proposal due date. In the case of the awarded vendor, all proposal terms, including prices, shall remain in effect throughout the contract negotiation process.

(5) No attempt has been made at any time to induce any firm or person to refrain from proposing or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal. All proposals shall be made in good faith and without collusion.

(6) All conditions and provisions of this RFP are deemed to be accepted by the vendor and incorporated by reference in the proposal, except such conditions and provisions that the vendor expressly excludes in the proposal. Any exclusion shall be in writing and included in the proposal at the time of submission.

(7) Each vendor shall disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict shall be disclosed. By submitting a proposal in response to this RFP, vendors affirm that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest shall automatically result in the disqualification of a vendor's proposal. An award shall not be made where a conflict of interest exists. The State shall determine whether a conflict of interest exists and whether it may reflect negatively on the State's selection of a vendor. The State reserves the right to disqualify any vendor on the grounds of actual or apparent conflict of interest.

(8) All employees assigned to the project are authorized to work in this country.

(9) The company has a written equal opportunity policy that does not discriminate in employment practices with regard to race, color, national origin, physical condition, creed, religion, age, sex, marital status, sexual orientation, developmental disability or handicap.

(10) The company has a written policy regarding compliance for maintaining a drug-free workplace.

(11) Vendor understands and acknowledges that the representations within their proposal are material and important, and shall be relied on by the State in evaluation of the proposal. Any vendor misrepresentations shall be treated as fraudulent concealment from the State of the true facts relating to the proposal.

(12) Vendor shall certify that any and all subcontractors comply with Sections 7, 8, 9, and 10, above.

(13) The proposal shall be signed by the individual(s) legally authorized to bind the vendor per NRS 333.337.

Milliman, Inc.

Vendor Company Name

Vendor Signature

David C. Lewis

Print Name

February 22, 2018

Date

This document shall be submitted in Section IV of vendor's technical proposal

ATTACHMENT H – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

By: _____ 2/22/2018

Signature of Official Authorized to Sign Application — Date

For: Milliman, Inc.

Vendor Name

External Quality Review Organization (EQRO) RFP: 3491

Project Title

This document shall be submitted in Section IV of vendor's technical proposal

MILLIMAN, INC.

Business Entity Information

Status:	Active	File Date:	9/5/2001
Type:	Foreign Corporation	Entity Number:	C24420-2001
Qualifying State:	WA	List of Officers Due:	9/30/2018
Managed By:		Expiration Date:	
NV Business ID:	NV20011420475	Business License Exp:	9/30/2018

Additional Information

Central Index Key:	

Registered Agent Information

Name:	THE CORPORATION TRUST COMPANY OF NEVADA	Address 1:	701 S CARSON ST STE 200
Address 2:		City:	CARSON CITY
State:	NV	Zip Code:	89701
Phone:		Fax:	
Mailing Address 1:		Mailing Address 2:	
Mailing City:		Mailing State:	NV
Mailing Zip Code:			
Agent Type:	Commercial Registered Agent - Corporation		
Jurisdiction:	NEVADA	Status:	Active

Financial Information

No Par Share Count:	0	Capital Amount:	$ 512,000.00
Par Share Count:	12,800.00	Par Share Value:	$ 40.00

Officers

☐ Include Inactive Officers

Director - KENNETH MUNGAN

Address 1:	71 S. WACKER DRIVE, 31ST FLOOR	Address 2:	
City:	CHICAGO	State:	IL
Zip Code:	60606	Country:	
Status:	Active	Email:	

Secretary - BRIAN S POLLACK

Address 1:	1301 FIFTH AVE STE 3800	Address 2:	
City:	SEATTLE	State:	WA
Zip Code:	981012605	Country:	
Status:	Active	Email:	

Treasurer - MARTIN B WARR

Address 1:	1301 FIFTH AVE STE 3800	Address 2:	
City:	SEATTLE	State:	WA
Zip Code:	981012605	Country:	
Status:	Active	Email:	

President - STEPHEN WHITE

Address 1:	1301 FIFTH AVE STE 3800	Address 2:	
City:	SEATTLE	State:	WA
Zip Code:	981012605	Country:	
Status:	Active	Email:	

Actions\Amendments

Action Type:	Foreign Qualification		
Document Number:	C24420-2001-001	# of Pages:	3
File Date:	9/5/2001	Effective Date:	

(No notes for this action)

Action Type:	Initial List		
Document Number:	C24420-2001-005	# of Pages:	2
File Date:	9/20/2001	Effective Date:	

(No notes for this action)

Action Type:	Annual List		
Document Number:	C24420-2001-006	# of Pages:	1
File Date:	8/22/2002	Effective Date:	

(No notes for this action)

Action Type:	Annual List		
Document Number:	C24420-2001-004	# of Pages:	2
File Date:	8/27/2003	Effective Date:	

(No notes for this action)

Action Type:	Amendment		
Document Number:	C24420-2001-003	# of Pages:	2
File Date:	7/16/2004	Effective Date:	

CERTIFICATE OF FACT (WA) FILED FOR NAME CHANGE. (2)PGS MLJ

MILLIMAN USA, INC MLJBJ y 00001

Action Type:	Annual List		
Document Number:	C24420-2001-002	# of Pages:	2
File Date:	9/20/2004	Effective Date:	

List of Officers for 2004 to 2005

Action Type:	Annual List		
Document Number:	20050368187-40	# of Pages:	1
File Date:	8/15/2005	Effective Date:	

(No notes for this action)

Action Type:	Annual List		

Document Number:	20060481624-63	# of Pages:	3
File Date:	7/26/2006	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20070604762-74	# of Pages:	1
File Date:	8/30/2007	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20080583866-86	# of Pages:	2
File Date:	8/29/2008	Effective Date:	
07/08			
Action Type:	Annual List		
Document Number:	20090555036-75	# of Pages:	1
File Date:	7/20/2009	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20100724709-32	# of Pages:	1
File Date:	9/27/2010	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20110540748-22	# of Pages:	1
File Date:	7/22/2011	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20120544515-19	# of Pages:	1
File Date:	8/6/2012	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20130463509-33	# of Pages:	1
File Date:	7/15/2013	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20140539809-91	# of Pages:	1
File Date:	7/28/2014	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20150343908-65	# of Pages:	1
File Date:	7/30/2015	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20160333353-69	# of Pages:	1

File Date:	7/27/2016	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20170286018-15	# of Pages:	1
File Date:	7/3/2017	Effective Date:	
(No notes for this action)			

February 20, 2018

State of Nevada
Purchasing Division

RE: RFP 3491 for External Quality Review Organization (EQRO)

DTS Group is a National Committee for Quality Assurance (NCQA)™ Licensed Organization, fully authorized to conduct Healthcare Data Effectiveness Data and Information Set (HEDIS) ™ Auditing. Our certification information can be verified at the NCQA website:

http://www.ncqa.org/Portals/0/Programs/Accreditation/LicOrgs.pdf?ver=2017-10-04-230951-130

Please accept this letter as my documented commitment to work as a subcontractor, pending the award of the work. I agree to exert all good faith efforts needed for successful delivery of the agreed-upon scope of work in the event on contract award.

Please let us know if you have any questions or need further information. Thank you.

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National Committee for Quality Assurance

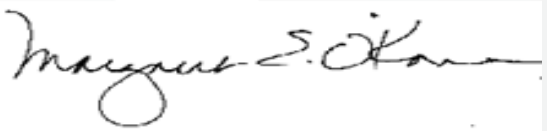
is pleased to announce

DTS Group, LLC

fulfilled all the necessary requirements
to conduct NCQA HEDIS® Compliance Audits™
and attained the designation of

NCQA-LICENSED ORGANIZATION

MARGARET E. O' KANE
PRESIDENT



DATE LICENSED: 11/1/2017 **EXPIRATION DATE:** 10/31/18

2. SCOPE OF WORK

Note that the numbering of items below has been set to the original numbering used in the RFP (e.g., 2.1.1) in order to make it easier for the response reviewers to track the sections.

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 MCOs, DBA/PAHP, and the CMO. 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.

2.1.1 The selected vendor will be required under the contract to perform tasks and functions identified in the contract and to perform them according to specified levels of quality and comprehensiveness as determined by DHCFP. These mandatory activities are as follows:

2.1.1.1 Performance Improvement Project Validation;

At Milliman, we keep current on Medicaid regulations to ensure our evaluation procedures comply with requirements. Our team has a long history of Medicaid validation work and assessment of performance improvement projects. We are very accustomed with the requirements to meet CMS regulatory oversight requirements, including formal reporting of findings. Our team has provided support to Medicaid health plan providers for NCQA accreditation, so we are very familiar with the standards that DHCFP uses to monitor and validate performance.

Recent relevant work by our team was focused on data and program validation audits for several State agencies providing healthcare to Medicaid recipients. We have conducted an audit of selected programmatic requirements of a State Exchange program for multiple years.

Milliman is also very familiar with the managed care entities in the State since Milliman develops the capitation rates for the State. As part of this effort, Milliman receives, processes, and analyzes claims and eligibility data for both managed care and Medicaid fee-for-service enrollees. Our access to and familiarity with this data will greatly benefit this work under this RFP.

Dr. David Mirkin will lead the work for the assessment of the clinical Performance Improvement Projects (PIPs). Dr. Mirkin has extensive experience in evaluating clinical programs for efficiency and effectiveness. Barbara Culley will lead the work for the non-clinical PIP evaluation. She brings previous experience as a Washington State Quality Assessment examiner. This State quality award uses Baldrige Criteria to evaluate organizations including performance improvement for complex State agencies. Additionally, Barbara has supported NCQA accreditation efforts for three organizations providing Medicaid care and services.

Our high-level approach to this work is structured:

1. ***Develop the audit plan in collaboration with DHCFP in alignment with State goals. Subsequent validation tool and data selection finalization.***
2. ***Request data, information and documentation. Use PIP expected outcomes against reported measures to identify areas of focus.***

3. ***Interviews and/or observations of key personnel/processes to validate reported outcomes. Focus of the discussions with key personnel is on related policies, processes, current reporting mechanisms, and measure data sources for validation of reported metrics.***
4. ***Draft validations findings report and review with DHCFP including our internal peer review process includes a technical review to evaluate the data used, analysis, and conclusions, and a quality review of the client report as a final verification of quality client deliverables.***
5. ***Deliver final validation report.***

The team we have selected has the skills and experience to conduct PIP validation activities for the covered entities. As an example, we recently assisted a Medicaid plan with a PIP was in response to a CMS CPE audit finding. We collaborated with the plan to develop a response to the finding and assist with implementation to meet regulatory requirements.

2.1.1.2 Performance Measurement Validation;

Meredith Spacie, one of our team members, has extensive HEDIS® expertise. Meredith has designed custom performance measures and reporting and previously served as the HEDIS® program leader for a Medicaid health plan. There she coordinated the auditing efforts and creation of audit documents. She will provide oversight and coordination of the NCQA certified HEDIS® work to validate performance measures.

Based on our prior experience in working with DTS Group, a well-qualified, experienced firm, we have selected DTS Group to serve as a subcontractor for the HEDIS® audit. DTS Group is a nationally recognized health care audit organization. Their team members average more than 25 years of audit experience and they have conducted hundreds of audits over the past fourteen years. DTS Group has provided services in the HEDIS® community since the program inception. Their approach is to provide efficient and effective auditing with very experienced team members. They are licensed by National Committee for Quality Assurance (NCQA).

We have included a letter of commitment from DTS Group to serve as a subcontractor for this engagement. Our formal contract with the firm will be completed at time of contract award.

The responses to sections 2.1.3.1 and 2.1.3.2 below provide details on the proposed steps for doing the Performance Measurement Validation.

2.1.1.3 A review, conducted within the previous 3-year period, to determine plans ‘compliance with the standards set forth in subpart D of 42 CFR 438 relating to access; care coordination; amount, duration, and scope of covered services and other plan standards; and

Our team has extensive experience working in the healthcare sector. As one of the nation’s largest healthcare consulting firms, we work for a wide range of healthcare clients including nearly half of all state Medicaid programs, more than half of all Medicare Advantage plans, all of the top 25 health insurers, and hundreds of other organizations that support the healthcare system.

With this foundational knowledge and expertise, we have helped organizations evaluate their programs including access to care, care coordination, and provision of related healthcare services among other measures. We have a comprehensive understanding of the use of CFRs to guide the evaluative work to ensure full review of all the components of this CFR. We are familiar with CMS requirements, including use of the CMS Validating Performance Measure Protocol.

Milliman is also very familiar with the managed care entities in the State since Milliman develops the capitation rates for the State. As part of this effort, Milliman receives, processes, and analyzes claims and eligibility data for both managed care and Medicaid fee-for-service enrollees. Our access to and familiarity with this data will greatly benefit this work under this RFP.

Our approach to this work is:

1. ***Identify all targeted measures in subpart D 42 CFR 438 for evaluation, including measures and goals for availability of services, coordination and continuity of care, under/over utilization, quality and appropriateness of care, and other measures including those specific to identified populations, e.g. special needs recipients.***
2. ***Gather MCO, DBA and CMO reported measures reports***
3. ***Analyze performance against standards and related improvement plans. We document identified variances between the reported metrics as compared to targeted goals. This step may include review of charts for validation of reported metrics.***
4. ***Determine degree of progress toward goals if not fully attained and explore root cause through interviews with key organization personnel, review of supporting materials, and evaluation of data sources.***
5. ***As an additional step to provide context, we evaluate stated goals as compared to industry best practices and identify variances.***
6. ***Complete and deliver final report of findings and recommendations***

2.1.1.4 Network Adequacy Validation.

We have the experience and knowledge on the approach and requirements to validate network adequacy, from evaluating geo-mapping to member satisfaction data on access to care. We are currently assisting a Medicaid plan in response to a RFP including network access and adequacy.

We understand and have the tools and expertise to evaluate network adequacy. As network evaluation is a frequent scope of work for other clients, we have the skills to the evaluate member location as compared to types of provider services, practice locations, and accessibility to providers to ensure network adequacy.

Maureen Tressel Lewis has led similar engagements to complete network assessment and subsequent findings reports. She will serve as the project leader for this portion of work, using the adequacy standards set by the Nevada Division of Insurance (DOI). Maureen will support the State in the work to establish adequacy standards for specialties without existing DOI standards.

Our approach to the work includes:

1. ***Review reported plan metrics related to network adequacy and compare against contracted requirements for variance identification.***
2. ***Review source documentation, such as plan geo-mapping, recipient CAHPS data related to access and availability, and complaint data related to network adequacy.***
3. ***Analyze potential source of any variance between goal and reported metrics. Follow up interviews with key personnel to understand root cause for any variance and actions taken to address. Validate any reported progress toward adequacy goals where variance exists.***
4. ***Evaluate performance across reviewed organizations for comparison.***
5. ***Complete and deliver final report of findings and recommendations.***

2.1.2 During the length of the contract, work requests may be made of the Vendor at the sole discretion of the DHCFP 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. Optional activities may include:

Based on the "Questions and Answers" section in the February 2, 2018 amendment, a separate scope of work will be established for optional activities requested by DHCFP. Milliman has more than sufficient capabilities to address each of the optional activities indicated below, and will provide a detailed response for any requested activities.

2.1.2.1 Validation of encounter data;

See 2.1.2 response above.

2.1.2.2 Administration or validation of consumer or provider surveys of quality of care;

See 2.1.2 response above.

2.1.2.3 Calculation of performance measures in addition to those reported by health plans;

See 2.1.2 response above.

2.1.2.4 Conduct of PIPs in addition to those conducted by health plans;

See 2.1.2 response above.

2.1.2.5 Conduct studies on quality that focus on a particular aspect of clinical or non-clinical services at a point in time; and

See 2.1.2 response above.

2.1.2.6 Assistance with the Quality Rating System.

See 2.1.2 response above.

2.1.3 Validation of MCO, DBA/PAHP and CMO Performance Indicators

2.1.3.1 Performance measures are calculated and submitted annually to the DHCFP by the contracted MCOs; the DBA/PAHP; and the CMO. 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.

We will evaluate the accuracy of the HEDIS performance measures using NCQA's HEDIS Compliance Audit Standards, Policies and Procedures. NCQA's specifications and audit procedures

are updated annually. NCQA publishes the Volume 2 Technical Specifications for Health Plans and Volume 5 HEDIS Compliance Audit: Standards, Policies and Procedures. We will follow NCQA's Measurement Year and Reporting Year guidance including the annual October update as well as monthly published Frequently Asked Questions (FAQs).

2.1.3.2 Verification of methods used to collect HEDIS performance measures. The validation process will be accomplished through methods described in the most recent version of the National Committee for Quality Assurance (NCQA) HEDIS Compliance Audit™ Specifications or the CMS Validating Performance Measures protocol. The audit will be conducted for SFY contract years 2019 and each subsequent EQRO contract renewal years.

A. Validation of HEDIS and performance measures reported (as required by the State) during the preceding 12 months.

B. Audited HEDIS Data using Interactive Data Submission System (IDSS). Submit information to NCQA, if applicable.

C. HEDIS™ Comparative Analysis for SFY 2019 and each subsequent EQR contract renewal year.

D. The awarded vendor is required to submit a comparative analysis and production of a HEDIS report using HEDIS performance measures data submitted by each MCO and DBA/PAHP.

We will employ the following methodology to verify the accurate collection and production of HEDIS performance measures.

1. Audit Preparation and Roadmap Review

The Roadmap is the cornerstone document for the entire audit process. It is the baseline information the auditor uses to assess the MCO's conformance to NCQA specifications. The MCOs will begin completing the HEDIS Roadmap released by NCQA. Once we have received the completed Roadmap, we review it and itemize any questions, clarifications, or missing items in an issue log organized by the sections of the Roadmap and return it to the MCOs. All outstanding items will need to be closed by the data submission guideline.

2. On-Site Review

The on-site visit will occur at MCO in the first quarter of the reporting year. We will send the MCO our agenda requirements, detailing the individuals with whom we need to meet, discussion topics, system walk-throughs, and time requirements.

MCO staff can then use these documents to create the agenda that best meets its schedules and preferences. The agenda will include an Opening Conference and Closing Conference as well as meetings with HEDIS representatives from functional areas that impact HEDIS including: Claims, Membership, Provider contracting , Information systems , Medical Record Review staff, Supplemental Data, and vendors responsible for producing measures and queries. We will provide a follow-up letter within ten business days after the onsite visit indicating preliminary findings from the audit, including any measures that appear to have significant bias that could compromise their reportable status.

3 Program Logic Review and Data Validation

We will conduct a review computer source code or manual calculations for the HEDIS measures not addressed by certified measure software or for non-HEDIS measures. We will determine if programs comply with the specifications set forth in HEDIS Volume 2 or other non-HEDIS specifications. Additionally, we ensure programs identify the appropriate numerators and denominators of the measures being tested and the programs provide algorithmic compliance

4. Medical Record Data Validation (MRRV)

We will review information contained in the Roadmap regarding MCO's medical record abstraction processes including the qualifications of the abstraction staff, training, tools, and process for integrating the findings into the HEDIS measure. We will conduct a convenience sample, as necessary, as well as a final statistical validation of the MRR results.

5. Supplemental Data Validation

To supplement claims data for calculating HEDIS measures, MCOs may use sources other than claims and encounters to collect data about their members and about delivery of health services to their members. Validation and review of these data differ by the processes used to collect and report them. Supplemental data validation (SDV) is an important component of the audit. We will review additional data sources in accordance with NCQA Volume 2 and NCQA audit guidelines.

5. Dataset/Rate Review

Data submission for the MCOs will be accomplished via NCQA's Interactive Data Submission System (IDSS). The MCOs will produce the datasets and makes them available to us. We analyze the preliminary and final rates, comparing the data and to prior year national benchmarks and MCO-specific results, if available. The MCOs review the initial findings and responds where required. Some issues may require an explanation or confirmation that the data are correct. If necessary, iterations will continue until both we are satisfied the HEDIS results are materially correct. At that point, we will complete the audit designation table and apply the auditor lock to the data, preventing any changes from being made.

7 Final Audit Report

As required by NCQA, we will provide MCO a draft of the final report that will be submitted to NCQA, validating the audit findings. The report is in a prescribed format, but contains summaries of the audit methodology and how MCO complies with the HEDIS standards. A separate document, the IS Standards Compliance Tool, provides more detail about the audit findings and MCO's processes.

2.1.3.3 Validation of Performance Improvement Projects (PIPs). The awarded vendor will be required to annually evaluate and validate two clinical PIPs and three non-clinical PIPs for the MCO; and one clinical PIP and one non-clinical PIP for the DBA/PAHP.

The response to this item is consistent with the response for section 2.1.1.1 and is repeated here for reference.

2.1.3.4 Validation of MCO and DBA/PAHP network adequacy during the preceding 12 months.

The response to this item is consistent with the response for section 2.1.1.4 and is repeated here for reference.

2.1.3.5 Validation of the Nevada DHCFP State Quality Assessment and Performance Improvement Strategy (QAPIS) in SFY 2019 and each subsequent EQR contract renewal year. The comprehensive quality assessment and performance improvement program must include PIPs; collection and submission of performance measurement data; mechanisms to detect both underutilization and overutilization of services; and mechanisms to assess the quality and appropriateness of care furnished to recipients with special health care needs as defined by the State in the quality strategy under 438.340.

A. The awarded vendor will evaluate the completeness of the state quality assessment and performance improvement strategy, examining strengths, limitations, and recommending improvements in the description or implementation of the strategy.

B. The awarded vendor will provide technical assistance to the Division as needed to incorporate changes and recommendations for the development of the Quality Strategy and performance tracking tool for the MCOs, DBA/PAHP, and CMO.

C. The evaluation in each year should include information about the State's progress and status of goals; trends in clinical or service quality performance improvement programs; corrective actions and sanctions; progress and status of value based purchasing; and an assessment of the overall structure and process of the State Quality Assessment and Performance Improvement Strategy. Findings from this assessment will be incorporated as a chapter in the EQR Technical Report described below, entitled "External Quality Review Technical Report".

D. DHCFP requires an electronic copy of the final report in PDF and Word Format annually and three (3) hard copies of the final report for distribution.

Milliman has worked for Medicaid agencies in 25 states in the most recent five years. Our experience goes far beyond working with Medicaid agencies to include Medicaid managed care organizations, Medicare Advantage, commercial health insurers, and a wide array of other organizations that serve the healthcare system (both in the U.S. and abroad). The Medicaid-specific knowledge we bring to this engagement is enriched by the diverse experience working for a broad range of clients. We share information on best practices among Milliman consultants from different markets to understand the consistencies and variances among programs and states to provide the best expertise to clients.

Additionally, our team has significant experience and expertise in the areas of quality improvement programs and activities and related strategy development. We have assisted multiple Medicaid

programs develop a roadmap for the future. Dr. Mirkin will lead the clinical aspects of the strategy development recommendations. He brings years of clinical expertise and Medicaid plan evaluation for effectiveness and efficiency. He has assisted in creation of strategies for the provision of best quality, value, and patient experience for multiple health plans. The team will evaluate Healthcare Value Based Pay for Performance (VBP4P) programs. We have significant experience in programs that incentivize facilities, physicians, and other providers with both financial and non-financial incentives based on performance on quality.

Our approach to this work is structured as follows.

1. ***Review existing QAPI Strategy, targeted goals, and analyze related reported measures for variance to target.***
2. ***Evaluate current PIPs and other MCO, DBA, and CMO improvement activities, goals, and progress, in particular the VBP4P programs and measures. Determine the amount of progress toward goal over time if the organization had not reached the targeted goal.***
3. ***Evaluate effectiveness of QAPI Strategy to realize targeted objectives. This is based on review of reported outcome measures as compared to targets and industry benchmarks.***
4. ***Identify new and emerging trends and best practices to inform development of strategy recommendations.***
5. ***Complete and deliver final report of findings and recommendations.***

2.1.3.6 Annual External Quality Review Technical Report – The vendor will be required to produce a detailed technical report that must include:

A. Objectives; technical methods of data collection and analysis; description of data obtained, including validated performance measure data for each activity; and conclusions drawn from the data.

B. An assessment of each MCO's and DBA/PAHP's strengths and weaknesses for the quality, timeliness, and access to health care services furnished to Medicaid beneficiaries.

C. Recommendations for improving the quality of health care services furnished by each MCO and DBA/PAHP including how the State can target goals and objectives in the quality strategy, to better support improvement in the quality, timeliness, and access to health care services furnished to Medicaid recipients.

D. Methodologically appropriate, comparative information about all MCOs and DBA/PAHP, consistent with guidance included in the EQR protocols issued in accordance with §438.352(e).

E. An assessment of the degree to which each MCO and PAHP, has addressed effectively the recommendations for quality improvement made by the EQRO during the previous year's EQR.

F. Revision. States may not substantively revise the content of the final EQR technical report without evidence of error or omission.

G. Availability of information. (1) The State must contract with a qualified EQRO to produce and submit to the State an annual EQR

technical report in accordance with paragraph (a) of this section. The State must finalize the annual technical report by April 30th of each year.

H. Each year the Vendor will include a Chapter in the EQR Technical Report summarizing the findings from the assessment of the DHCFP's implementation of the State Quality Assessment, Performance Improvement Strategy and Performance Tracking Tool. DHCFP requires an electronic copy of the final report in PDF and Word Format annually and three (3) hard copies of the final report for distribution.

Milliman will produce annually a detailed technical report that includes the required items.

2.1.4 Conduct a compliance review evaluating the effectiveness of the quality strategy within the previous 3 years. This review will be broken out in sections to be reviewed annually.

We bring extensive program evaluation skills, tools, industry benchmark knowledge, and expertise in assessment of effectiveness and efficiency. Our approach aligns with the CMS objectives for better care, smarter spending and healthier people, which includes:

1. ***Review submitted measures and documentation on identified measures for Year 1 of the work.***
2. ***Evaluate performance against target or industry benchmark to determine the degree of impact on the quality of the services, outcome, or value.***
3. ***Identify gaps in performance measures and perform follow up activities to understand the root cause for the variance. Additionally recognize where best practices are apparent in the data review, e.g. where performance exceeds targets, for potential impact to the QAPI strategy, goal setting, and/or performance expectations.***
4. ***Complete and deliver final report of findings and recommendations.***

This team has completed multiple strategic assessment projects, including organizational and business process work for state agencies and private sector organizations. A few of our relevant past project examples of similar work include:

- ***Organizational structure realignment for creation of a state Medicaid agency.***
- ***Business process review and recommendations to improve encounter data submission processes for a state Medicaid agency.***
- ***Business process and data flow review to improve provider billing/claims experience working with a state Medicaid agency.***
- ***Organizational structure realignment and advice on staff positions and retraining for a state Medicaid agency converting from fee-for-service to managed care.***
- ***Development of a process for evaluating administrative costs for a state Medicaid agency.***
- ***Gap analysis and implementation roadmap for a private sector insurer entering a new market.***

Dr. Mirkin has years of health care knowledge specifically in the assessment of key health plan activities such as credentialing/recredentialing activities, measures, and best practices.

2.1.5 Technical Assistance and Optional Activities

The vendor may be required to provide technical assistance and/or optional activities described in 42 CFR 438.58(c) or comparable activities that assess the quality or utilization of services in the fee-for-service program to DHCFP and the participating MCOs, PAHP, and CMO during the contract period. The specific nature of the technical assistance will be defined on a case-by-case basis, but at a minimum, may include educational sessions to enhance the use of EQR results, identification of healthcare trends or "best practices" in performance measures or quality improvement activities; providing clinical consultation and/or expertise; and conducting evaluations of health care initiatives. Optional activities described in 42 CFR 438.358(c) may include:

Based on the "Questions and Answers" section in the February 2, 2018 amendment, a separate scope of work will be established for optional activities requested by DHCFP. Milliman has more than sufficient capabilities to address each of the optional activities indicated below, and will provide a detailed response for any requested activities.

2.1.5.1 Nevada Medicaid FFS population activities such as:

A. Clinical focused studies;

B. Healthcare Effectiveness Data and Information Set (HEDIS®) or HEDIS like calculations and audits;

C. Encounter data validation and omission studies; and

D. Consumer Assessment of Healthcare Providers and Systems (CAHPS®) surveys.

See the response to 2.1.5.

2.1.5.2 Nevada Medicaid Care Coordination program activities such as:

A. A comprehensive on-site contract compliance audit of DHCFP's Care Coordination Vendor.

B. Validation of up to 5 Performance Measures for DHCFP's CMO Vendor. The EQRO will conduct the Validation of Performance Measures review in compliance with the CMS Protocol, Validating Performance Measures.

See the response to 2.1.5.

2.1.5.3 The awarded vendor may be asked to assist with the development and/or implementation of the Medicaid managed care quality rating system within 3 years of the date of the final notice in the FEDERAL REGISTER by:

A. Adopting the Quality Rating System developed by CMS, in consultation with States and other stakeholders and after providing public notice and opportunity to comment, will identify performance measures and a methodology for a Medicaid managed care quality

rating system that aligns with the summary indicators of the qualified health plan quality rating system; or

B. Adopting an alternative Medicaid managed care rating system approved by CMS that utilizes different performance measures or applies a different methodology as long as the ratings generated by the alternative rating system yield information regarding the MCOs, and PAHP performance is substantially comparable to that yielded by the system developed by CMS.

See the response to 2.1.5.

2.1.5.4 The awarded vendor may be asked to perform the following quality activities for a new Nevada Medicaid Aged Blind and Disabled (ABD) managed care expansion program. Tasks may include:

A. Provide consulting to DHCFP for ABD performance measures. The EQRO will identify/recommend new or revised performance measures applicable to the ABD population;

B. Conduct an Information Systems (IS) Readiness Review on selected ABD MCO Vendors; and

C. Evaluate implementation of performance measures.

See the response to 2.1.5.

2.1.5.5 The awarded vendor may be asked to perform the following quality activities for expansion of Managed Care for the TANF/CHAP and CHIP populations into the rural counties. The awarded vendor may be asked to provide consulting to DHCFP's MCOs. Tasks may include:

A. Provide consulting for expansion performance measures applicable to the TANF/CHAP and CHIP populations;

B. Conduct an Information Systems (IS) Readiness Review on selected expansion MCO Vendor(s);

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

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

See the response to 2.1.5.

2.1.5.6 At the discretion of the DHCFP, the EQRO may be asked to provide additional technical assistance or consultative services related to EQR activities. All requests for technical assistance or consultative services shall

be transmitted in writing from the DHCFP to the EQRO. Each request, at a minimum, will include the following:

A. A description of the major functions, tasks, and activities required;

B. The timeline/due date for any reports or identified deliverables;

C. Specifications as to the medium and/or format of the desired deliverable;

D. A listing of the EQRO's project requirements; and

E. Any other instructions, definitions, specifications, requirements, outcomes, tangible items, or projects expected.

The EQRO will submit to the DHCFP, for approval, its cost proposal for completing the technical assistance or consultative project according to the scope of work detailed in the DHCFP's request.

See the response to 2.1.5.

2.2 QUALIFICATIONS OF EXTERNAL QUALITY REVIEW ORGANIZATIONS

The following are mandatory requirements needed to successfully meet the minimum standards of this RFP. These items are not negotiable.

2.2.1 The vendor and all subcontractors must meet all requirements of 42 CFR 438.354 and the mandatory DHCFP contract requirements as follows:

2.2.1.1 The vendor must have staff with demonstrated experience, knowledge and skills of:

A. Medicaid recipients, policies, data systems, and processes;

B. Managed care delivery systems, organizations, and financing;

The Milliman team is in compliance with this requirement.

2.2.1.2 Quality assessment and improvement methods; and

The Milliman team is in compliance with this requirement.

2.2.1.3 Research design and methodology, including statistical analysis.

The Milliman team is in compliance with this requirement.

2.2.2 Sufficient physical, technological, and financial resources to conduct EQR or EQR-related activities

The Milliman team is in compliance with this requirement.

2.2.3 Other clinical and nonclinical skills necessary to carry out EQR or EQR-related activities and to oversee the work of any subcontractors.

The Milliman team is in compliance with this requirement.

2.2.4 Independence. The EQRO and its subcontractors must be independent from the MCO, PAHP, or CMO entities. To qualify as "independent":

2.2.4.1 A State agency, department, university, or other State entity:

The Milliman team is in compliance with this requirement.

2.2.4.2 May not have Medicaid purchasing or managed care licensing authority; and

The Milliman team is in compliance with this requirement.

2.2.4.3 Must be governed by a Board or similar body the majority of whose members are not government employees.

The Milliman team is in compliance with this requirement.

2.2.5 As described in (described in §438.310(c)(2)) an EQRO may not:

2.2.5.1 Review any MCO, PIHP, PAHP, or PCCM entity or a competitor operating in the State, over which the EQRO exerts control or which exerts control over the EQRO (as used in this paragraph, "control" has the meaning given the term in 48 CFR 19.101) through:

The Milliman team will comply with this requirement.

A. Stock ownership;

B. Stock options and convertible debentures;

C. Voting trusts;

D. Common management, including interlocking management; and

E. Contractual relationships.

2.2.5.2 Deliver any health care services to Medicaid beneficiaries;

The Milliman team will comply with this requirement.

2.2.5.3 Conduct, on the State's behalf, ongoing Medicaid managed care program operations related to oversight of the quality of MCO, PAHP, or CMO entity services, except for the related activities specified in §438.358;

The Milliman team will comply with this requirement.

2.2.5.4 Review any MCO, PAHP or CMO entity for which it is conducting or has conducted an accreditation review within the previous 3 years; or

The Milliman team will comply with this requirement.

2.2.5.5 Have a present, or known future, direct or indirect financial relationship with an MCO, PAHP, or CMO entity that it will review as an EQRO.

The Milliman team will comply with this requirement.

2.2.6 The vendor must designate a contract manager to work with the assigned DHCFP program specialist or contract monitor(s).

David C. Lewis will be the contract manager for Milliman.

2.2.7 The awarded vendor is, or will subcontract with, a National Committee for Quality Assurance (NCQA) certified Consumer Assessment of Health Plans Survey (CAHPS) vendor, if this optional activity is assigned.

The Milliman team will comply with this requirement.

2.2.8 The awarded vendor is or has on staff, or will subcontract with, an NCQA- Certified Health Employer Data Information Set (HEDIS) Compliance Auditor.

The Milliman team will comply with this requirement.

2.2.9 Contractor must maintain current International Classification of Diseases (ICD) and Electronic Data Interchange (EDI) compliance as defined by CMS regulation and policy and no funding will be provided for contractor's compliance.

Per the February 2, 2018 amendment, this section has been removed.

2.3 VENDOR OPERATING STRUCTURE AND STAFFING

2.3.1 The vendor must assure DHCFP that the organization is adequately staffed with experienced, qualified personnel. The vendor shall provide such assurances as follows:

2.3.1.1 Provide DHCFP with an updated organizational chart whenever a significant change in the organization occurs. The organizational chart must depict each functional unit of the organization, numbers and types of staff for each function identified, lines of authority governing the interaction of staff, and relationships with all subcontractors. The organizational chart must also identify key personnel and senior-level management staff and

clearly delineate lines of authority over all functions of the Contract. The names of key personnel must be shown on the organizational chart;

The Milliman team will comply with this requirement.

2.3.1.2 The vendor must have in place the organizational, management, and administrative systems capable of fulfilling all contract requirements; and

The Milliman team is in compliance with this requirement.

2.3.1.3 The vendor is accountable for and must oversee all subcontractor functions.

The Milliman team will comply with this requirement.

2.4 IMPLEMENTATION

2.4.1 The vendor shall develop and submit to DHCFP for approval, no later than one month after notification that the vendor has been awarded the Contract, a detailed work plan and timeline for performing the obligations set forth in the Contract for the first contract year.

The Milliman team will comply with this requirement. Milliman's standard approach to consulting assignments is to provide a detailed work plan and timeline for review and confirmation by the client. This ensures consistency with the client's expectations which is a cornerstone of Milliman's success.

2.4.2 Provide DHCFP with updates to the initial work plan and timeline, identifying adjustments that have been made to either and describing the vendor's current stage of readiness to perform all Contract obligations. All such updates shall be reviewed and approved by the DHCFP.

The Milliman team will comply with this requirement. Any revisions to the work plan and timeline will first be proposed to DHCFP and provided in draft form for review and confirmation prior to release. All proposed revisions will be identified for DHCFP's reference at the time the draft is provided.

2.4.3 Unless otherwise agreed to by the DHCFP, submit to the DHCFP, within a minimum of ten (10) working days of the service start date, all deliverables to permit any DHCFP identified modifications. The DHCFP will have a maximum of twenty (20) working days upon receipt in which to respond with modifications to the vendor. If the DHCFP does not respond by the twentieth work day after receipt of the deliverable, the DHCFP's approval of the submission will be assumed to be granted.

The Milliman team will comply with this requirement.

2.5 PRESENTATION OF FINDINGS

The awarded vendor must obtain DHCFP's approval prior to publishing or making formal public presentations of statistical or analytical material that includes information about enrolled recipients. This material must protect specific individual recipient privacy and confidentiality to the extent required by both federal and state law and regulation.

For any public presentations of material, Milliman will submit the presentation in draft form to DHCFP for review and confirmation prior to release. Any required revisions by DHCFP will be incorporated into the presentation prior to release. Any information included in a presentation will follow federal and state requirements for confidentiality of individual recipient data.

2.6 HIPAA COMPLIANCE REQUIREMENTS

2.6.1 The vendor represents and warrants that:

2.6.1.1 It will conform to all applicable Health Insurance Portability and Accountability Act (HIPAA) requirements and regulations no later than the compliance date of each of those requirements or regulations;

The Milliman team will comply with this requirement.

2.6.1.2 It will ensure compliance with all HIPAA standards for themselves and any Business Associate(s), including transaction, code sets, identifier, privacy, confidentiality, and security standards, by the effective date of those rules;

The Milliman team will comply with this requirement.

2.6.1.3 As a Business Associate, the Vendor and all subcontractors will comply with the Business Associate Addendum, ("BAA") found in ***Attachment J*** that is made a part of the contract.

Milliman and the State of Nevada have an existing Business Associates Agreement in place that could apply to this project. For your reference, we are including the standard BAA from the RFP that has been redlined to show the changes that are a part of the currently executed agreement.

3. COMPANY BACKGROUND AND REFERENCES

3.1 VENDOR INFORMATION

3.1.1 Vendors shall provide a company profile in the table format below.

Question	Response
Company name:	***Milliman, Inc.***
Ownership (sole proprietor, partnership, etc.):	***Corporation***
State of incorporation:	***State of Washington***
Date of incorporation:	***1957***
# of years in business:	***71 years***
List of top officers:	***Ken Mungan – Chairman*** ***Steve White – President and CEO*** ***Andreas Braendle - Chief Information Officer*** ***Mary Clare - Chief Legal Officer*** ***Pam Cone - Global Social Responsibility Officer*** ***Matt Curtis - Chief Marketing Officer*** ***Jim Fulton - Chief Financial Officer*** ***Bill Pederson - Chief Operating Officer***
Location of company headquarters, to include City and State:	***Seattle, Washington***
Location(s) of the office that shall provide the services described in this RFP:	***Seattle, Washington***
Number of employees locally with the expertise to support the requirements identified in this RFP:	***Ten employees***
Number of employees nationally with the expertise to support the requirements in this RFP:	***Over 100 in the health discipline***
Location(s) from which employees shall be assigned for this project:	***Seattle, Washington and Atlanta, Georgia***

3.1.2 A Nevada-based business may apply for a five percent (5%) preference on its proposal. This preference may apply if a business has its principal place of business within Nevada. This preference cannot be combined with any other preference, granted for the award of a contract using federal funds, or granted for the award of a contract procured on a multi-state basis. To claim this preference a business must submit a letter with its proposal showing that it qualifies for the preference.

N/A

3.1.3 **Please be advised**, pursuant to NRS 80.010, a corporation organized pursuant to the laws of another state shall register with the State of Nevada, Secretary of State's Office as a foreign corporation before a contract can be executed between the State of Nevada and the awarded vendor, unless specifically exempted by NRS 80.015.

3.1.4 The selected vendor, prior to doing business in the State of Nevada, shall be appropriately licensed by the State of Nevada, Secretary of State's Office pursuant to NRS76. Information regarding the Nevada Business License can be located at http://nvsos.gov.

Question	Response
Nevada Business License Number:	***NV20011420475***
Legal Entity Name:	***MILLIMAN, INC.***

Is "Legal Entity Name" the same name as vendor is doing business as?

Yes	***X***	No	

If "No", provide explanation.

3.1.5 Has the vendor ever been engaged under contract by any State of Nevada agency?

Yes	***X***	No	

If "Yes", complete the following table for each State agency for whom the work was performed. Table can be duplicated for each contract being identified.

Question	Response
Name of State agency:	***Department of Health and Human Services, Division of Health Care Financing and Policy, Contract 1873***
State agency contact name:	***Shanna Cobb-Adams***
Dates when services were performed:	***12/14/10-12/31/19***
Type of duties performed:	• ***Development of Managed Medicaid capitation rates*** • ***Evaluation of impact of medical and care management programs*** • ***Analysis of financial impact of expansion of Managed Medicaid to new populations*** • ***Analysis of financial impact of proposed Medicaid waiversAnalysis of fiscal impact of proposed legislation impacting the Medicaid program***
Total dollar value of the contract:	***$5,795,877***

Question	Response
Name of State agency:	***Department of Health and Human Services, Division of Health Care Financing and Policy, Contract 06-01***
State agency contact name:	***Dorrie Kingsley***
Dates when services were performed:	***7/1/06-12/31/10***
Type of duties performed:	***APS follow-up, Non-emergency transportation rate development, MCO rate adjustment, Pharmacy Rebate changes, Development of certified actuarially sound managed care rates***
Total dollar value of the contract:	***$1,675,198***

Question	Response
Name of State agency:	***Department of Health and Human Services, Division of Health Care Financing and Policy, Contract***
State agency contact name:	***Jeanne M. Trejo (possibly John Whaley instead)***
Dates when services were performed:	***7/9/02-7/31/04***
Type of duties performed:	***Capitation rate setting, program design support, vendor contracting, miscellaneous actuarial services***
Total dollar value of the contract:	***$995,198***

Question	Response
Name of State agency:	***Department of Business & Industry, Division of Industrial Relations, Workers' Compensation Section, Contract 3088***
State agency contact name:	***Kevin Jackson***
Dates when services were performed:	***5/13/14-1/30/15***
Type of duties performed:	***Updated the Nevada Workers' Compensation fee schedule for providers***
Total dollar value of the contract:	***$234,200***

Question	Response
Name of State agency:	***Silver State Health Insurance Exchange, Contract 13849***
State agency contact name:	***Aaron Frantz***
Dates when services were performed:	***11/13/12-12/31/18***
Type of duties performed:	• ***GAGAS Audit of requirements found in 45 CSR 155, Subparts C and K*** • ***Actuarial analysis of potential legislation impacting the exchange*** • ***Actuarial analysis of regulatory rating and benefit requirements***
Total dollar value of the contract:	***$5,398,761***

3.1.6 Are you now or have you been within the last two (2) years an employee of the State of Nevada, or any of its agencies, departments, or divisions?

Yes		No	***X***

If "Yes", please explain when the employee is planning to render services, while on annual leave, compensatory time, or on their own time?

If you employ (a) any person who is a current employee of an agency of the State of Nevada, or (b) any person who has been an employee of an agency of the State of Nevada within the past two (2) years, and if such person shall be performing or producing the services which you shall be contracted to provide under this contract, you shall disclose the identity of each such person in your response to this RFP, and specify the services that each person shall be expected to perform.

3.1.7 Disclosure of any significant prior or ongoing contract failures, contract breaches, civil or criminal litigation in which the vendor has been alleged to be liable or held liable in a matter involving a contract with the State of Nevada or any other governmental entity. Any pending claim or litigation occurring within the past six (6) years which may adversely affect the vendor's ability to perform or fulfill its obligations if a contract is awarded as a result of this RFP shall also be disclosed.

Does any of the above apply to your company?

Yes		No	***X***

If "Yes", please provide the following information. Table can be duplicated for each issue being identified.

Question	Response	
Date of alleged contract failure or breach:		
Parties involved:		
Description of the contract failure, contract breach, or litigation, including the products or services involved:		
Amount in controversy:		
Resolution or current status of the dispute:		
If the matter has resulted in a court case:	Court	Case Number
Status of the litigation:		

3.1.8 Vendors shall review and provide if awarded a contract the insurance requirements as specified in ***Attachment D, Insurance Schedule for RFP 3491.***

Please see attachment insurance information in Confidential Technical Proposal.

3.1.9 Company background/history and why vendor is qualified to provide the services described in this RFP. Limit response to no more than five (5) pages.

Milliman Inc. is an international consulting firm founded in 1947 and headquartered in Seattle, Washington. We have more than 50 offices in the United States and overseas and have approximately 2,500 employees. Milliman is the largest health actuarial consulting firm in the United States, including over 100 Fellows of the Society of Actuaries (FSAs) practicing full time in health-related issues. Our firm was founded by actuaries, and approximately half of our current consultants are actuaries.

Milliman is one of the largest actuarial consulting firms in the world and a leader in providing consultative services to the health industry. We also develop and maintain sophisticated healthcare tools and products that are industry standards. Our expertise derives from the diverse backgrounds of our consultants, which include actuaries, clinicians, and information technology specialists. We realize that the results of actuarial analyses are necessarily complex, and we pride ourselves on our ability to clearly communicate complex information to our clients.

As a national firm, Milliman has been active in PPACA analysis and review. Milliman currently provides services to the Massachusetts Connector, the Washington State Health Care Authority, the Ohio Department of Insurance, the Indiana Department of Insurance, the Oklahoma Department of Insurance, the North Carolina Department of Insurance, and the Texas Department of Insurance with respect to the development and operation of their healthcare exchanges. For example, in Massachusetts, Milliman consultants were involved before the Connector became operational and have been continually involved since then in areas related to risk adjustment. In Washington, Milliman consultants assisted the State Health Care Authority with writing their Federal grant proposal for Exchange Grant Level 1 funding. Milliman has worked for over a decade with the Washington Basic Health Plan, which is the program that formed the basis for the federally proposed basic health plan.

Milliman is wholly owned and managed by approximately 300 Principals who have been elected in recognition of their technical, professional, and business achievements. Our sole business is providing

independent consulting services. We are not affiliated with any public accounting or brokerage firms. The consultants of the firm are not permitted to own stock in any insurance or reinsurance company, nor are our consultants allowed to own stock in client organizations. In these ways, Milliman is able to provide analyses and opinions that are totally independent and objective.

Healthcare is Milliman's largest practice area, representing about 40% of the firm's revenue – which in 2011 was approximately $723 million. A sampling of our clients includes:

- ***Congressional Budget Office***
- ***Veterans Health Administration***
- ***State governments and agencies (e.g., Medicaid Agencies in 25 States)***
- ***Regulators (e.g., National Association of Insurance Commissioners)***
- ***High risk pools, including the Connecticut Small Employer Health Reinsurance Pool and the Connecticut Health Reinsurance Association, along with support of The Connecticut Pre-Existing Conditions Insurance Program (CT-PCIP), the temporary high-risk pool that arose out of ACA.***
- ***Local governments and agencies***
- ***Commercial health insurers***
- ***TriCare contractors***
- ***Medicare Advantage plans***
- ***Medicaid health plans***
- ***Long-term care insurers***
- ***Workers compensation and professional medical liability insurers and funds***
- ***Employers***
- ***Union plans***
- ***Healthcare providers***
- ***Medical device and pharmaceutical manufactures***
- ***Agencies and health plans in Puerto Rico, Guam and other US Territories***
- ***International Governments (including work on healthcare reform issues)***

Milliman provides a range of healthcare services to state agencies including the Nevada Department of Health Care Finance and Policy and Silver State Health Insurance Exchange.

Additionally, Milliman is actively involved in the evolution of the healthcare industry and actuarial profession through our work with the Society of Actuaries, American Academy of Actuaries, National Association of Insurance Commissioners, and other healthcare and actuarial professional associations and trade groups.

Financial Stability. Milliman is a cash basis taxpayer and, as such, distributes essentially 100% of cash earnings each year. Milliman's financial strength is measured by the free cash flow (averaging approximately 20% of total firm-wide revenues for the last 20 years). Our current borrowing capacity is about $80 million. Milliman makes minimal use of these credit facilities due to its strong cash flow. The firm has shown positive growth in revenues for at least the last 50 years of operations. We would be happy to elaborate or provide a letter from our bankers attesting to their view of our financial capacity, if necessary. You are also welcome to utilize the Dun & Bradstreet website to access their reports and analysis of Milliman's financial stability.

Please visit www.milliman.com to learn more. In particular, see our full array of services at www.milliman.com/expertise/healthcare, read our health reform papers at www.milliman.com/hcr, visit our blog at www.healthcaretownhall.com, or follow us on Twitter at www.twitter.com/millimanhealth.

We also have an exchange-focused work group on LinkedIn—you can become a member at http://linkd.in/fjf1wz

Furthermore, Milliman's Nevada knowledge and consulting experiences create an edge that makes us ideally suited to assist the State.

WORK PLAN

Capacity to Complete Work Plan: Milliman has ample capacity to complete the work plan in accordance with the State's time and deliverable requirements. Milliman will deploy additional health actuarial consultants (Milliman has about 150 credentialed health actuaries plus their supporting staff) to assist the State's named consultants to overcome any unexpected resource challenges.

Approach: Milliman's general approach will be to:

- ***Establish goals, expectations, deliverables and schedule with the State.***
- ***Identify important issues and critical areas that must be addressed and analyzed.***
- ***Identify sources of data (including existing data within Milliman).***
- ***Collect any data that is not currently available to the State or Milliman.***
- ***Populate and calibrate Milliman models to the State's situation.***
- ***Discuss initial estimates, projections and/or conclusions with the State.***
- ***Refine models, estimates, projections and/or conclusions based on feedback (and repeat feedback loop with State).***
- ***Finalize written reports and other deliverables.***

Methods, Data Sources and Models: Milliman spends over $7 million annually on general health economics and actuarial research and data. Milliman research and prior experience have yielded a number of powerful methods and resources that will be the backbone of the services we provide to the State:

- ***Milliman's Health Cost Guidelines™ will be the primary tool for determining actuarial values of essential benefits, mandates and various health plan designs. The Health Cost Guidelines include utilization rates for specific services, plus cost variations for different parts of the country and within the same state – critical data used for plan pricing and benchmarking. More than 100 insurers rely on the Guidelines, and we invest $5 million annually to collect and incorporate the most up-to-date research.***

- ***Milliman has created a population model (State Impact Model or SIM) that is a compilation of multiple public data sources. The SIM allows the user to apply assumptions regarding many drivers of market changes, including employer plan termination, employer changes to self-funded plans, and decisions of individual market participants. Estimated insurance market population counts are divided into cohorts that represent a combination of age, gender, and household income (measured as percent of the Federal Poverty Level), and self-reported health status.***

- ***Nevada and Industry experience. Milliman has direct experience in the Nevada marketplace. Our experience includes nearly 10 years of work for the Nevada Department of Health Care Finance and Policy. Milliman also has worked with Departments of Insurance in other states,***

including Kansas, Texas, Utah, and Wisconsin. This experience will be an invaluable resource for efficiently executing the tasks for the State of Nevada DOI.

Milliman will blend our existing resources and data with additional information that the State may have. We will often look to partner with the State to produce a collaborative effort, as opposed to an isolated analysis and report.

3.1.10 Provide a brief description of the length of time vendor has been providing services described in this RFP to the public and/or private sector.

The Milliman staff submitting this proposal has been providing similar services to state government agencies for 19 years. More specifically, we have been providing similar services in the State of Nevada since 2002.

3.1.11 Financial information and documentation to be included in accordance with ***Section See Part III – Confidential Financial Information***.

3.1.11.1 Dun and Bradstreet Number
3.1.11.2 Federal Tax Identification Number

3.1.11.3 The last two (2) years and current year interim:

A. Profit and Loss Statement
B. Balance Statement

See Part III – Confidential Financial Information

3.2 SUBCONTRACTOR INFORMATION

Subcontractors are defined as a third party, not directly employed by the contractor, who shall provide services identified in this RFP. This does not include third parties who provide support or incidental services to the contractor.

3.2.1 Does this proposal include the use of subcontractors?

Yes	***X***	No	

If "Yes", vendor shall:

3.2.1.1 Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor shall perform services.

DTS Group will be used as a subcontractor for this work. Their involvement is limited to the scope of sections relating to HEDIS measures being sections 2.1.1.2 and 2.1.3.1.

3.2.1.2 If any tasks are to be completed by subcontractor(s), vendors shall:

A. Describe how the work of any subcontractor(s) shall be supervised, channels of communication shall be maintained and compliance with contract terms assured; and

Milliman will work closely with the subcontractor, with all work product reviewed and routed through Milliman. Milliman will maintain regular contact with the subcontractor throughout the course of the project (relating to the pieces they are performing) to ensure the work effort is coordinated and all subcontractor actions and communications are consistent with the contract terms and work plan.

B. Describe your previous experience with subcontractor(s).

Milliman team members worked with the DTS Group prior to them joining Milliman. The experience was positive with the DTS Group exhibiting a strong knowledge of the subject matter and executing the assignment well. Milliman has a strong reputation of reliability and customer service and is very comfortable including the DTS Group as part of this work team.

3.2.1.3 Provide the same information for any proposed subcontractors as requested in ***Part IA Section 3, Vendor Information***.

3.2.1.4 Vendor shall not allow any subcontractor to commence work until all insurance required of the subcontractor is provided to the vendor.

3.2.1.5 Vendor shall notify the using agency of the intended use of any subcontractors not identified within their original proposal and provide the information originally requested in the RFP in ***Section 3.2, Subcontractor Information***. The vendor shall receive agency approval prior to subcontractor commencing work.

3.3 BUSINESS REFERENCES

3.3.1 Vendors shall provide a minimum of three (3) business references from similar projects performed for private and/or public sector clients within the last three (3) years.

3.3.2 Vendors shall submit ***Attachment E, Reference Questionnaire*** to their business references.

3.3.3 It is the vendor's responsibility to ensure that completed forms are received by the Purchasing Division on or before the deadline as specified in ***Section 7, RFP Timeline*** for inclusion in the evaluation process. Reference Questionnaires not received, or not complete, may adversely affect the vendor's score in the evaluation process.

3.3.4 The State reserves the right to contact and verify any and all references listed regarding the quality and degree of satisfaction for such performance.

Question	Response
Company name:	Dunwoody Technology Services group, LLC (dba DTS Group)
Ownership (sole proprietor, partnership, etc.):	Limited Liability Corporation
State of incorporation:	Georgia
Date of incorporation:	2001
# of years in business:	17
List of top officers:	Tina Kind
Location of company headquarters, to include City and State:	Orlando, FL
Location(s) of the office that shall provide the services described in this RFP:	Orlando, FL
Number of employees locally with the expertise to support the requirements identified in this RFP:	12
Number of employees nationally with the expertise to support the requirements in this RFP:	26
Location(s) from which employees shall be assigned for this project:	Orlando, FL Atlanta, GA Austin, TX Annapolis, MD

Tina E. Kind

Tina E. Kind
Managing Partner
Dunwoody Technology Services Group, LLC

PROPOSED STAFF RESUME FOR RFP 3491

A resume must be completed for all proposed prime contractor staff and proposed subcontractor staff.

Company Name Submitting Proposal:	***Milliman, Inc.***

Check the appropriate box if the proposed individual is prime contractor staff or subcontractor staff.			
Contractor:	***X***	**Subcontractor:**	

The following information requested pertains to the individual being proposed for this project.			
Name:	***David C. Lewis***	**Key Personnel: (Yes/No)**	***Yes***
Individual's Title	***Senior Consultant***		
# of Years in Classification:	***7***	**# of Years with Firm:**	***20***

BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE

Information should include a brief summary of the proposed individual's professional experience.

David works with BlueCross BlueShield plans, health maintenance organizations, health insurance carriers, and provider organizations. He has extensive experience evaluating and benchmarking provider reimbursement and contracts, having worked with carriers, providers, employee benefit consultants and employer groups, performing analyses and developing tools such as:

- claims mapping and provider discount summarization process that is used with almost all BlueCross BlueShield plans and many other insurance carriers, and
- tool comparing average provider discounts between carriers for employee benefit consultants to use with their clients

RELEVANT EXPERIENCE

Information required should include: timeframe, company name, company location, position title held during the term of the contract/project and details of contract/project.

David also has significant experience and proficiency in the following areas:

- Pricing and rate development
- Episode-based reporting
- ACO development
- Claims mapping and categorization
- Claims repricings
- Capitation development
- Reserve analysis
- Financial reporting and projections
- Analysis of actuarial liabilities

EDUCATION

Information required should include: institution name, city, state, degree and/or Achievement and date completed/received.

BBA, Actuarial Science, Georgia State University

CERTIFICATIONS

Information required should include: type of certification and date completed/received.

N/A

REFERENCES

A minimum of three (3) references are required, including name, title, organization, phone number, fax number and email address.

Reference #1

- Name: Jennifer Fortin
- Title: Vice President, Product Development
- Organization: Centene Corporation/HealthNet
- Phone Number: (503) 213-5340
- Fax Number: N/A
- E-Mail Address: jennifer.k.fortin@Centene.com

Reference #2

- Name: Chuck Verre
- Title: Chief Administrative Officer
- Organization: Nevada Division of Labor & Industry
- Phone Number: (702) 486-9087
- Fax Number: N/A
- E-Mail Address: cverre@business.nv.gov

Reference #3

- Name: DeAnn Farr
- Title: Director, Enrollment and Forecasting
- Organization: Veterans Health Administration
- Phone Number: 202-461-5091
- Fax Number: N/A
- E-Mail Address: deann.farr@va.gov

PROPOSED STAFF RESUME FOR RFP 3491

A resume must be completed for all proposed prime contractor staff and proposed subcontractor staff.

Company Name Submitting Proposal:	***Milliman, Inc.***

Check the appropriate box if the proposed individual is prime contractor staff or subcontractor staff.			
Contractor:	***X***	**Subcontractor:**	

The following information requested pertains to the individual being proposed for this project.			
Name:	***Brian C. Allen***	**Key Personnel: (Yes/No)**	***Yes***
Individual's Title	***Associate Actuary***		
# of Years in Classification:	***1***	**# of Years with Firm:**	***10***

BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE

Information should include a brief summary of the proposed individual's professional experience.

Brian works with commercial health plans, health maintenance organizations, health insurance carriers, and provider organizations. He has experience evaluating provider reimbursement, performing analyses including commercial contract evaluation, rate guarantee valuation, and parity audit analysis.

RELEVANT EXPERIENCE

Information required should include: timeframe, company name, company location, position title held during the term of the contract/project and details of contract/project.

Brian also has experience in several other areas of healthcare analysis and consulting, with recent projects related to:

- Provider reimbursement benchmarking and contracting strategy
- Pricing and rate development
- Medicare Advantage bid preparation
- Claims mapping and categorization
- Claims repricings
- Analysis of actuarial liabilities
- Software development and data analysis
- Risk adjustment for population benchmarking and government risk based payment programs

EDUCATION

Information required should include: institution name, city, state, degree and/or Achievement and date completed/received.

BS, Mathematics and Economics and Certificate in Quantitative Managerial Economics
University of Washington

CERTIFICATIONS

Information required should include: type of certification and date completed/received.

Associate, Society of Actuaries and Member, American Academy of Actuaries

REFERENCES

A minimum of three (3) references are required, including name, title, organization, phone number, fax number and email address.

Reference #1

- Name: Jennifer Fortin
- Title: Vice President, Product Development
- Organization: Centene Corporation/HealthNet
- Phone Number: (503) 213-5340
- Fax Number: N/A
- E-Mail Address: jennifer.k.fortin@Centene.com

Reference #2

- Name: Chuck Verre
- Title: Chief Administrative Officer
- Organization: Nevada Division of Labor & Industry
- Phone Number: (702) 486-9087
- Fax Number: N/A
- E-Mail Address: cverre@business.nv.gov

Reference #3

- Name: Cheryl Diehl
- Title: Director of Finance
- Organization: McLaren Health Plan
- Phone Number: (810)733-9723
- Fax Number: N/A
- E-Mail Address: Cheryl.Diehl@mclaren.org

PROPOSED STAFF RESUME FOR RFP 3491

A resume must be completed for all proposed prime contractor staff and proposed subcontractor staff.

Company Name Submitting Proposal:	***Milliman, Inc.***

Check the appropriate box if the proposed individual is prime contractor staff or subcontractor staff.			
Contractor:	***X***	**Subcontractor:**	

The following information requested pertains to the individual being proposed for this project.			
Name:	***Barbara Culley***	**Key Personnel: (Yes/No)**	***Yes***
Individual's Title	***Healthcare Management Consultant***		
# of Years in Classification:	***1***	**# of Years with Firm:**	***1***

BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE

Information should include a brief summary of the proposed individual's professional experience.

Barbara has significant experience across the continuum of healthcare spanning from inpatient to outpatient organizations, insurance plans, managed care to fee-for-service and the delivery of long-term care services in the public and private sectors. This movement across healthcare services and settings provides a broad understanding of the industry.

RELEVANT EXPERIENCE

Information required should include: timeframe, company name, company location, position title held during the term of the contract/project and details of contract/project.

Barbara specializes in operations assessment and improvement, strategy development, and regulatory compliance. She has 30 years of experience in healthcare operations and quality improvement programs, including NCQA and WSQA. Barbara has extensive knowledge of managing complex projects to realize optimal results with innovative solutions. She has led initiatives to identify and implement opportunities for new revenue streams. Barbara has specific expertise in analyzing operational efficiency and creation of solutions to challenges. She has directed the operations of various delivery systems. Most recently Barbara has focused on the assessment of client challenges, creation of action plans for issue resolution, subsequent planning for future positioning, and assisting clients with RFP responses.

EDUCATION

Information required should include: institution name, city, state, degree and/or Achievement and date completed/received.

BA, Western Washington University and MPA, University of Washington

CERTIFICATIONS

Information required should include: type of certification and date completed/received.

MPA, NHA

REFERENCES

A minimum of three (3) references are required, including name, title, organization, phone number, fax number and email address.

Reference #1

- Mary Ann McIntosh
- SHRM-CP, Director of Human Resources
- Warm Beach Senior Community
- Phone: (360) 652-7585
- Fax: (360) 652-2622
- mmcintosh@warmbeach.org

Reference #2

- Barbara Griswold
- Director of Housing and Services
- Warm Beach Senior Community
- Phone: (360) 652-7585
- Fax: (360) 652-2622
- bgriswold@warmbeach.org

Reference #3

- Billie Pendleton
- Vice President
- Crista Senior Living (retired)
- compliancegal@msn.com
- Cell: (360) 509-9202

PROPOSED STAFF RESUME FOR RFP 3491

A resume must be completed for all proposed prime contractor staff and proposed subcontractor staff.

Company Name Submitting Proposal:	***Milliman, Inc.***

Check the appropriate box if the proposed individual is prime contractor staff or subcontractor staff.			
Contractor:	***X***	**Subcontractor:**	

The following information requested pertains to the individual being proposed for this project.			
Name:	***Maureen Tressel Lewis***	**Key Personnel: (Yes/No)**	***Yes***
Individual's Title	***Healthcare Management Consultant***		
# of Years in Classification:	***10***	**# of Years with Firm:**	***6***

BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE

Information should include a brief summary of the proposed individual's professional experience.

Maureen specializes in analysis, strategy development, and designing and improving management, operations and performance for health care organizations that helps lead them through strategic and operational transitions.

RELEVANT EXPERIENCE

Information required should include: timeframe, company name, company location, position title held during the term of the contract/project and details of contract/project.

Maureen works with clients to help them evaluate and respond to new market opportunities, including helping design and implement infrastructure to support public and private Exchange operations and emerging Medicaid and Medicare programs. Maureen has provided executive leadership and management support through numerous RFPs, organizational mergers and reorganizations, and corporate acquisitions.

EDUCATION

Information required should include: institution name, city, state, degree and/or Achievement and date completed/received.

BS, Medical Technology, University of Washington and MBA, Seattle University, (Beta Gamma Sigma)

CERTIFICATIONS

Information required should include: type of certification and date completed/received.

MBA

REFERENCES

A minimum of three (3) references are required, including name, title, organization, phone number, fax number and email address.

Reference #1

- Cynthia Ackerman
- Chief Compliance Officer
- AllCare Health Plan
- Cynthia.Ackerman@allcarehealth.com
- Phone: (888) 460-0185

- Fax: (541) 471-1524

Reference #2

- Stephanie Schwartz, JD
- Vice President, Government Relations
- UCare
- sschwartz@ucare.org
- Phone: (612) 676-3632
- Fax: (612) 676-6594

Reference #3

- Ann Lacy Balliett
- Executive Director (former)
- Colorado Access
- Ann.LacyBalliet@mcg.com
- Phone (303) 420.1313
- Fax (303) 420.1313

PROPOSED STAFF RESUME FOR RFP 3491

A resume must be completed for all proposed prime contractor staff and proposed subcontractor staff.

Company Name Submitting Proposal:	***Milliman, Inc.***

Check the appropriate box if the proposed individual is prime contractor staff or subcontractor staff.			
Contractor:	***X***	**Subcontractor:**	

The following information requested pertains to the individual being proposed for this project.			
Name:	***Meredith Spacie***	**Key Personnel: (Yes/No)**	***Yes***
Individual's Title	***Client Services Manager***		
# of Years in Classification:	***10***	**# of Years with Firm:**	***2***

BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE

Information should include a brief summary of the proposed individual's professional experience.

Meredith has more than a decade of experience working in the healthcare insurance industry in program measurement and analytics, business intelligence, and healthcare quality. She has served in both project and strategic leadership positions for healthcare evaluation.

RELEVANT EXPERIENCE

Information required should include: timeframe, company name, company location, position title held during the term of the contract/project and details of contract/project.

Meredith's expertise is in performance and quality measurement including NCQA HEDIS, CAHPS, and other nationally recognized measurement approaches. In her roles she has served as team manager and business owner for official, interim, and project-based reporting for these programs across commercial, Medicaid, Medicare, and dual/Special Needs Plan populations. She managed vendor relationships and has authored and led the process for multiple RFPs. She regularly designed measures and evaluation plans for clinical and quality program assessment, reporting, and member outreach. She trained and led medical record review teams and served as lead researcher on quality projects.

EDUCATION

Information required should include: institution name, city, state, degree and/or Achievement and date completed/received.

BA, Psychology/Cognitive Science, University of Virginia and MPH, Tufts University

CERTIFICATIONS

Information required should include: type of certification and date completed/received.

MPH

REFERENCES

A minimum of three (3) references are required, including name, title, organization, phone number, fax number and email address.

Reference #1

- Susan Vining
- Health Data Analyst
- Kaiser Permanente Washington

- Vining.s@ghc.org

Reference #2

- Manda Oien
- Community Health Plan of Washington
- manda.oien@chpw.org

Reference #3

- Clay Thompson
- Community Health Plan of Washington
- clayton.thompson@chpw.org

PROPOSED STAFF RESUME FOR RFP 3491

A resume must be completed for all proposed prime contractor staff and proposed subcontractor staff.

Company Name Submitting Proposal:	***Milliman, Inc.***

Check the appropriate box if the proposed individual is prime contractor staff or subcontractor staff.			
Contractor:	***X***	**Subcontractor:**	

The following information requested pertains to the individual being proposed for this project.			
Name:	***David P. Mirkin***	**Key Personnel: (Yes/No)**	***Yes***
Individual's Title	***Principal, Physician Healthcare Management Consultant***		
# of Years in Classification:	***22***	**# of Years with Firm:**	***23***

BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE

Information should include a brief summary of the proposed individual's professional experience.

David is a family practitioner with 25 years of experience in medical management. He serves as a senior consultant assisting clients in a variety of areas, including traditional utilization management, provider profiling, disease management, length-of-stay management for hospitals, return-on-investments evaluations for disease management and wellness programs, and clinical data analysis.

RELEVANT EXPERIENCE

Information required should include: timeframe, company name, company location, position title held during the term of the contract/project and details of contract/project.

David is a principal and healthcare management consultant with the New York office of Milliman. He joined the firm in 1995.

EDUCATION

Information required should include: institution name, city, state, degree and/or Achievement and date completed/received.

Graduate, University of California, Riverside
MD, University of Washington
University of Utah Graduate School of Business Executive MBA program, Salt Lake City

CERTIFICATIONS

Information required should include: type of certification and date completed/received.

MD

REFERENCES

A minimum of three (3) references are required, including name, title, organization, phone number, fax number and email address.

Reference #1

- Mike Chernew, PhD
- Professor, Harvard Medical School
- Chernew@hcp.med.harvard.edu
- Phone: (617) 432-0174

Reference #2

- Tim Sullivan
- Vice President
- Highmark
- timothy.sullivan@highmark.com
- Phone: (412) 544-1272
- Fax: (412) 544-6704

Reference #3

- Phil Colmenares, MD, MPH,
- Chief Medical Officer
- Premera Blue Cross
- phil.colmenares@PREMERA.com
- Phone: (425) 918-6347
- Fax: (425) 918.5944

Section VIII Other Information

Existing Agreements between Milliman and the State of Nevada

Milliman and the State of Nevada have an existing Contract for Services of Independent Contractor, Insurance Schedule, and Business Associates Agreement in place that could apply to this project as replacements for RFP Attachments C, D, and J. For your reference, we are including the differences between these RFP attachments and the currently executed agreements in the following exceptions table. These exceptions are referenced in Part I Section IV Attachment B Item 6 of the proposal.

Exceptions to the State of Nevada's
RFP#

The submission of this proposal in response to the RFP may constitute Milliman's acceptance of State's contract terms should the changes to the provisions below, or the addition of the new provisions below, be accepted. Milliman shall not be bound by any contract terms or obligated to perform the services described in this proposal until a mutually acceptable written agreement is signed by the parties.

Section	Page	Exception
Contract Section 5.	2	ATTACHMENT D~~BB~~: INSURANCE SCHEDULE
Contract Section 9.A.	3	Books and Records. Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to ~~fully disclose to~~permit the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all State and federal regulations and statutes.
Contract Section 9.B.	3	Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time following at least ten (10) days' advance written notice, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, ~~with or without notice~~ by the State Auditor, the relevant State agency or its contracted examiners, the department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the state Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this Section.
Contract Section 9.C.	3	Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three (3) years, and for five (5) years if any federal funds are used pursuant to the Contract. The retention period runs from the date of payment for the relevant goods or services by the state, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue, provided the State has provided written notice of the same to Contractor.
Contract Section 10.A.	3	Termination Without Cause. Regardless of any terms to the contrary, this Contract may be terminated upon written notice by mutual consent of both parties. The State unilaterally may terminate this contract without cause by giving not less than three hundred sixty five (365) days' notice in the manner specified in *Section 4, Notice*. If this Contract is unilaterally terminated by the State, Contractor shall use ~~its best~~commercially reasonable efforts to minimize cost to the State ~~and Contractor will not be paid for any cost that Contractor could have avoided~~.
Contract Section 10.B.	3	State Termination for Non-Appropriation. The continuation of this Contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The State may terminate this Contract, and Contractor waives any and all claims(s) for ~~damages~~payment in connection with services not yet rendered, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.
Contract Section 10.D.	4	Unless the breach is not curable, or unless circumstances do not permit an opportunity to cure, termination upon declared breach may be exercised only after service of formal written notice as specified in *Section 4, Notice*, and the subsequent failure of the breaching party within fifteen (15) calendar days of receipt of that notice to provide evidence, reasonably satisfactory to the aggrieved party, showing that the declared breach has been corrected. Upon a notice of breach, the time to correct and the time for termination of the contract upon breach under subsection 10C, above, shall run concurrently, unless the notice expressly states otherwise.
Contract Section 10.E.2)	4	Contractor shall ~~satisfactorily~~ complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Contracting Agency;
Contract Section 11.	4	Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. ~~For purposes of an award of attorneys' fees to either party, the parties~~

		~~stipulate and agree that a reasonable hourly rate of attorneys' fees shall be one hundred and fifty dollars ($150.00) per hour.~~ The State may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190. In the event that Contractor voluntarily or involuntarily becomes subject to the jurisdiction of the Bankruptcy Court, the State may set off consideration against any unpaid obligation of Contractor to the State or its agencies, to the extent allowed by bankruptcy law, without regard to whether the procedures of NRS 353C.190 have been utilized.
Contract Section 12.	4	The State will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. ~~Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the Fiscal Year budget in existence at the time of the breach. Contractor's tort liability shall not be limited.~~ The parties agree that Contractor, its officers, directors, agents and employees, shall not be liable to the State, under any theory of law including negligence, tort, breach of contract or otherwise, for any damages in excess of five million dollars ($5,000,000). In no event shall Milliman be liable for lost profits of the State or any other type of incidental or consequential damages. The foregoing limitations shall not apply in the event of the intentional fraud or willful misconduct of Contractor.
Contract Section 14.	5	To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all third party claims or actions and the associated liability, ~~claims, actions,~~ damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any willful misconduct, fraud or gross negligence by Contractor in the discharge~~breach~~ of ~~the~~ its obligations ~~of Contractor~~ under this contract~~, or any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents~~. Contractor's obligation to indemnify the State shall apply in all cases except for claims arising ~~solely~~ primarily from the State's own negligence or willful misconduct. Contractor waives any rights of subrogation against the State. Contractor's duty to defend begins when the State ~~requests~~ provides written notice of an indemnifiable ~~defense of any~~ claim arising from this Contract; provided, however that Contractor will have no obligation to defend such claims if the State fails to provide timely notice which materially prejudices Contractor's ability to defend the claim.
Contract Section 16.	5	Unless expressly waived in writing by the State, Contractor must carry policies of insurance and pay all taxes and fees incident hereunto. Policies shall meet the terms and conditions as specified within this Contract along with the additional limits and provisions as described in *Attachment ~~B~~D*, incorporated hereto by attachment. The State shall have no liability except as specifically provided in the Contract. Contractor shall not commence work before Contractor has provided the required evidence of insurance to the Contracting Agency. The State's approval of any changes to insurance coverage to the extent causing Contractor to be noncompliant with the requirements herein during the course of performance shall constitute an ongoing condition subsequent to this Contract. Any failure of the State to timely approve shall not constitute a waiver of the condition. …
Contract Section 16.A.	5	Contractor shall, at Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract insurance conforming to the minimum limits as specified in *Attachment ~~B~~D*, incorporated hereto by attachment. Unless specifically stated herein or otherwise agreed to by the State, the required insurance shall be in effect prior to the commencement of work by Contractor and shall continue in force as appropriate until: 2) Such time as the insurance is no longer required by the State under the terms of Attachment D of this Contract; whichever occurs later. Any commercial general liability insurance or self-insurance available to the State shall be in excess of and non-contributing with, any commercial general liability insurance required from Contractor with regard to liabilities caused by Contractor. Contractor's commercial general liability insurance policies shall apply on a primary basis with regard to liabilities caused by Contractor. Until such time as the insurance is no longer required by the State under the terms of Attachment D of this Contract, Contractor shall provide the State with renewal or replacement evidence of insurance ~~no less than thirty (30) days~~ before the expiration ~~or replacement~~ of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the State and immediately replace such insurance or bond with an insurer meeting the requirements.

Commented [AM1]: KW to review.

Contract Section 16.B.	5-6	1) Additional Insured: By endorsement to the general liability insurance policy, the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 shall be named as additional insureds for all liability caused by Contractor arising from the Contract. 2) Waiver of Subrogation: Each commercial general liability, auto, worker's compensation, and employer's liability, insurance policy shall provide for a waiver of subrogation against the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 for losses arising from work/materials/equipment performed or provided by or on behalf of Contractor. 3) Cross Liability: All required commercial general liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause. 4) Deductibles and Self-Insured Retentions: Any deductible or self-insured retention shall be the sole responsibility of the Contractor~~Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the State. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed fifty thousand dollars ($50,000.00) per occurrence, unless otherwise approved by the Risk Management Division~~. 5) Policy Cancellation: Except for ten (10) days notice for non-payment of premiums, (i) each insurance policy shall be endorsed to state that without thirty (30) days prior written notice to the State of Nevada, c/o Contracting Agency, the policy shall not be canceled~~, non-renewed or coverage and/or limits reduced or materially altered~~, and shall provide that notices required by this Section shall be sent by ~~certified mail~~ to the address shown on page one (1) of this contract, and (ii)~~.~~ Contractor shall provide notice a limit reduction or material alteration to the extent the foregoing would cause Contractor to be noncompliant with requirements herein. 6) Approved Insurer: Each insurance policy shall be: a) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers~~ acceptable to the State and having agents in Nevada upon whom service of process may be made~~; and b) Currently rated by A.M. Best as "A-VII" or better.
Contract Section 16.C.	6	1) Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of Contractor. The certificate must name the State of Nevada~~, its officers, employees and immune contractors as defined in NRS 41.0307~~ as the certificate holder. The certificate should be signed by a person authorized by the insurer to bind coverage on its behalf. The State project/Contract number; description and Contract effective dates shall be noted on the certificate, and upon renewal of the policies listed, Contractor shall furnish the State with replacement certificates as described within *Section 16A, Insurance Coverage*. **Mail all required insurance documents to the State Contracting Agency identified on Page one of the Contract.** 2) Additional Insured Endorsement: An Additional Insured Endorsement (CG 20 10 ~~11 85~~ or CG 20 26 ~~11 85~~ or equivalent), signed by an authorized insurance company representative, must be submitted to the State to evidence the endorsement of the State as an additional insured per *Section 16B, General Requirements*. 3) Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a certificate evidencing~~copy of the underlying Schedule from~~ the Umbrella or Excess insurance policy may be required. 4) Review and Approval: Documents specified above must be submitted for review ~~and approval~~ by the State prior to the commencement of work by Contractor. Neither approval by the State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this

		Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its subcontractors, employees or agents to the State or others, and shall be in additional to and not in lieu of any other remedy available to the State under this Contract or otherwise. The State reserves the right to request ~~and~~ to review a copy of any required insurance policy or endorsement to assure compliance with these requirements.
Contract Section 17.	6	**COMPLIANCE WITH LEGAL OBLIGATIONS.** Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit qualification or certification required by applicable statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor shall provide proof of its compliance upon request of the Contracting Agency. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.
Contract Section 30.	8	**GOVERNING LAW; JURISDICTION; DISPUTE RESOLUTION**. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict- of-law that would require the application of the law of any other jurisdiction. In the event of any dispute arising out of or relating to this Agreement, the parties agree that the dispute will be resolved by final and binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall take place before a panel of three arbitrators. Within 30 days of the commencement of the arbitration, each party shall designate in writing a single neutral and independent arbitrator. The two arbitrators designated by the parties shall then select a third arbitrator. The arbitrators shall have a background in either insurance, actuarial science or law. The arbitrators shall have the authority to permit limited discovery, including depositions, prior to the arbitration hearing, and such discovery shall be conducted consistent with the Federal Rules of Civil Procedure. The arbitrators shall have no power or authority to award punitive or exemplary damages. The arbitrators may, in their discretion, award the cost of the arbitration, including reasonable attorneys' fees, to the prevailing party. Any award made may be confirmed in any court having jurisdiction. Any arbitration shall be confidential, and except as required by law, neither party may disclose the content or results of any arbitration hereunder without the prior written consent of the other parties, except that disclosure is permitted to a party's auditors and legal advisors.~~The parties consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract, and consent to personal jurisdiction in such court for any action or proceeding arising out of this Contract~~.
Contract Section 31. *New Section	8	Please add the following as a new Section 31: **INTELLECTUAL PROPERTY**. Contractor shall retain all rights, title and interest (including, without limitation, all copyrights, patents, service marks, trademarks, trade secret and other intellectual property rights) in and to all technical or internal designs, methods, ideas, concepts, know-how, techniques, generic documents and templates that have been previously developed by Contractor or developed during the course of the provision of the Services provided such generic documents or templates do not contain any State confidential information or proprietary data ("Tools"). Rights and ownership by Contractor of Tools shall not extend to or include all or any part of State's proprietary data or confidential information. To the extent that Contractor may include in the materials any Tools, Contractor agrees that State shall be deemed to have a fully paid up license to make copies of the Tools as part of this engagement for its internal business purposes and provided that such Tools cannot be modified or distributed outside the State without the written permission of Contractor or except as otherwise permitted hereunder.
Contract Section 32. *New Section	8	Please add the following as a new Section 32: **NO THIRD PARTY DISTRIBUTION.** Contractor's work is prepared solely for the use and benefit of State in accordance with its statutory and regulatory requirements. Contractor recognizes that materials it delivers to State may be public records subject to disclosure to third parties, however, Contractor does not intend to benefit and assumes no duty or liability to any third parties who receive Contractor's work and may include disclaimer language on its work product so stating. State agrees not to remove any such disclaimer language from Contractor's work. To the extent that Contractor's work is not subject to disclosure under applicable public records laws, State agrees that it shall not disclose Contractor's work product to third parties without Contractor's prior written consent; provided, however, that State may distribute Contractor's work to (i) its professional service providers who are subject to a duty of confidentiality and who agree to not use Contractor's work product for any purpose other than to provide services to State, or (ii) any applicable regulatory or governmental agency, as required.
Contract	9	Please add the following as a new Section 33:

Section 33. *New Section		**USE OF CONTRACTOR'S NAME.** State agrees that it shall not use Contractor's name, trademarks or service marks, or refer to Contractor directly or indirectly in any media release, public announcement or public disclosure, including in any promotional or marketing materials, customer lists, referral lists, websites or business presentations without Contractor's prior written consent for each such use or release, which consent shall be given in Contractor's sole discretion.
Attachment D Section A.1.a.	1	The policy shall be endorsed to include ~~the following additional insured language: "(~~The State of Nevada ~~shall be named~~ as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor~~"~~.
Attachment D Section A.2.a.	1	The policy shall be endorsed to include the ~~following additional insured language: "The~~ State of Nevada ~~shall be named~~ as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor~~"~~.
Attachment D Section A.5.	2	**Cyber~~/Privacy~~ Liability(maybe included as endorsement to professional liability policy)** This ~~errors and omissions~~ insurance shall include coverage for third party claims and losses including with respect to computer risk (such as data breaches, transmission of virus/malicious code; unauthorized access or criminal use of third party, ID/data theft) and invasion of privacy regardless of the type of media involved in the loss of private information (such as computers, paper files and records, or voice recorded tapes), covering collection, use, access, etc. of personally identifiable information., direct liability, as well as contractual liability for violation of privacy policy, civil suits and sublimit for regulatory defense/indemnity for payment of fines and penalties.
Attachment D Section B.2.	3	The Contractor's commercial general liability insurance coverage shall be primary insurance and non-contributory with respect to the State of Nevada's commercial general liability insurance with regard to liabilities caused by the Contractor~~all other available sources~~.
Attachment D Section C.	3	Contractor ~~shall~~ agrees that~~for~~ each insurance policy required by the insurance provisions of this Contract shall not be ~~suspended, voided or~~ canceled except after providing thirty (30) days prior written notice been given to the State~~, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given~~. Such notice shall be sent directly to **Department of Health and Human Services, Division of Health Care Finance and Policy, Attn: Lisa Koehler 1000 E. William Street, Carson City, NV 89701**. Should contractor fail to provide State timely notice, contractor will be considered in breach and subject to cure provisions set forth within this contract.
Attachment D Section E.	3	Contractor shall furnish the State with certificates of insurance (ACORD form or equivalent ~~approved by the State~~) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer~~ to bind coverage on its behalf~~. All certificates and any required endorsements are to be received ~~and approved~~ by the State before work commences. … …The State reserves the right to require complete~~, certified~~ copies of all insurance policies required by this Contract be made available for the State's review at any time with reasonable notice**.**
Attachment D Section F.	3	Contractor~~s' certificate(s)~~ shall include all subcontractors as ~~additional~~ insureds under its policies **or** Contractor shall furnish to the State separate certificates and endorsements for each subcontractor. …
Attachment D Section G.	3	Any agreed upon modification or variation from the insurance requirements in this Contract shall be made by the Risk Management Division or the Attorney General's Office, whose decision shall be final. …
BAA Section I.	1	DEFINITIONS. The following terms in this Addendum shall have the same meaning as those terms in the HIPAA Regulations: Breach, Data Aggregation, Designated Record Set, Disclosure, Electronic Health Record, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Subcontractor, Unsecured Protected Health Information, and Use. For the purpose of this Addendum, Protected Health Information or PHI shall be restricted to the protected health information created, received, maintained or transmitted by Business Associate on behalf of Covered Entity.
BAA Section II.1.	2	Upon written request, ~~T~~the Business Associate will provide~~, as directed by the Covered Entity or an individual,~~ access to Covered Entity to inspect or obtain a copy of ~~p~~Protected ~~h~~Health ~~i~~Information about ~~the~~an ~~i~~Individual that is maintained in a ~~d~~Designated ~~r~~Record ~~s~~Set by the Business Associate or its agents or subcontractors, in order to meet the requirements of HIPAA Regulations. …

BAA Section II.2.	2	The Business Associate shall make its internal practices, books and records relating to the use and disclosure of þProtected hHealth iInformation available to the Covered Entity and to the Secretary for purposes of determining Business AssociateCovered Entity's compliance with HIPAA Regulations
BAA Section II.3.	2	So that Covered Entity may meet its disclosure accounting obligations under the HIPAA Regulations, Business Associate agrees to document disclosures of PHI made by Business Associate which are not excepted from disclosure accounting requirements under the HIPAA Regulations.Upon written request, the Business Associate and its agents or subcontractors shall make available to the Covered Entity or the individual information required to provide an accounting of disclosures in accordance with HIPAA Regulations.
BAA Section II.4.	2	The Business Associate must ensure all agents and subcontractors that create, receive, maintain, or transmit þProtected hHealth iInformation on behalf of the Business Associate agree in writing to the same restrictions and conditions no less restrictive than those that apply to the Business Associate with respect to such information. The Business Associate must implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation as outlined under HIPAA Regulations.
BAA Section II.5.	2	Upon written request, Tthe Business Associate will make available þProtected hHealth iInformation for amendment and incorporate any amendments in the dDesignated rRecord sSet maintained by the Business Associate or its agents or subcontractors, as directed by the Covered Entity or an individual, in order to meet the requirements of HIPAA Regulations.
BAA Section II.6.	2	If the data provided or created through the execution of the Contract becomes the subject of an audit, compliance review, or complaint investigation by the Office of Civil Rights or any other federal or state oversight agency, the Business Associate shall, if legally permissible, notify the Covered Entity immediately promptly and provide the Covered Entity with a copy of any þProtected hHealth iInformation that the Business Associate provides to the Secretary or other federal or state oversight agency concurrently, to the extent that it is permitted to do so by law. The Business Associate and individuals associated with the Business Associate are is solely responsible for all civil and criminal penalties assessed as a result of an audit, breach or violation of HIPAA Regulations made by Business Associate.
BAA Section II.7.	2	The Business Associate must report to the Covered Entity, in writing, any access, use or disclosure of þProtected hHealth iInformation not permitted by the Contract, Addendum or HIPAA Regulations by Business Associate or its agents or subcontractors. The Covered Entity must be notified immediately promptly upon discovery or the first day such bBreach or suspected bBreach is known to the Business Associate or by exercising reasonable diligence would have been known by the Business Associate in accordance with HIPAA Regulations. In the event of a bBreach or suspected bBreach of þProtected hHealth iInformation, the report to the Covered Entity must be in writing and include the following: a brief description of the incident; the date of the incident; the date the incident was discovered by the Business Associate; a thorough description of the uUnsecured þProtected hHealth iInformation that was involved in the incident; the number of iIndividuals whose þProtected hHealth iInformation was involved in the incident; and the steps the Business Associate or its agent or subcontractor is taking to investigate the incident and to protect against further incidents. The Covered Entity will determine if a bBreach of uUnsecured þProtected hHealth iInformation has occurred and will notify the Business Associate of the determination. If a bBreach of uUnsecured þProtected hHealth iInformation is determined, the Business Associate must take prompt corrective action to cure any such deficiencies and mitigate any significant harm that may have occurred to iIndividual(s) whose information was disclosed inappropriately.
BAA Section II.8.	3	If the Covered Entity determines a bBreach of uUnsecured þProtected hHealth iInformation by the Business Associate, or its agents or subcontractors has occurred, the Business AssociateCovered Entity will be responsible for notifying the iIndividuals whose uUnsecured þProtected hHealth iInformation was breached in accordance with HIPAA Regulations. The Business Associate must provide evidence to the Covered Entity that appropriate notifications to individuals and/or media, when necessary, as specified in HIPAA Regulations has occurred. The Business Associate is responsible for all reasonable out-of-pocket costs associated with notification to iIndividuals, the media or others as well as costs associated with mitigating future bBreaches. The Business Associate must notify the Secretary of all breaches in accordance with HIPAA Regulations and must provide the Covered Entity with a copy of all notifications made to the Secretary. The parties acknowledge and agree that this section constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents of which no additional notice to Covered Entity shall be required. Unsuccessful Security Incidents shall include, but not be limited to, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts,

		denials of service and any combination of the above, so long as such incidents do not result in unauthorized access, use or disclosure of Covered Entity's electronic PHI.
BAA Section II.11.	3	Capitalize all reference to the following defined terms in this section: Protected Health Information
BAA Section II.13.	3	Capitalize all reference to the following defined terms in this section: Protected Health Information
BAA Section II.14.	3	Capitalize all reference to the following defined terms in this section: Protected Health Information
BAA Section II.15.	4	The Business Associate must train all members of its workforce on the policies and procedures associated with safeguarding ~~p~~Protected ~~h~~Health ~~i~~Information. This includes, at a minimum, training that covers the technical, physical and administrative safeguards needed to prevent inappropriate uses or disclosures of ~~p~~Protected ~~h~~Health ~~i~~Information; training to prevent any intentional or unintentional use or disclosure that is a violation of HIPAA Regulations; and training that emphasizes the criminal and civil penalties related to HIPAA breaches or inappropriate uses or disclosures of ~~p~~Protected ~~h~~Health ~~i~~Information. ~~Workforce training of new employees must be completed within 30 days of the date of hire and all employees must be trained at least annually.~~ The Business Associate must maintain written records for a period of six years. These records must document each employee that received training and the date the training was provided or received.
BAA Section II.16.	4	The Business Associate must not use or further disclose ~~p~~Protected ~~h~~Health ~~i~~Information other than as permitted or required by the Contract, as requested by the Covered Entity or as ~~r~~Required ~~b~~By ~~l~~Law. The Business Associate must not use or further disclose ~~p~~Protected ~~h~~Health ~~i~~Information in a manner that would violate the requirements of HIPAA Regulations.
BAA Section III.1.	4	a. ~~Except as otherwise limited in this Addendum, t~~The Business Associate may use or disclose ~~p~~Protected ~~h~~Health ~~i~~Information to perform functions, activities, or services for, or on behalf of, the Covered Entity as specified in the Contract, provided that such use or disclosure would not violate HIPAA Regulations, if done by the Covered Entity, except as necessary for Data Aggregation services. b. ~~Except as otherwise limited in this Addendum, t~~The Business Associate may use or disclose ~~p~~Protected ~~h~~Health ~~i~~Information received by the Business Associate in its capacity as a Business Associate of the Covered Entity, as necessary, for the proper management and administration of the Business Associate, to carry out the legal responsibilities of the Business Associate, as ~~r~~Required ~~b~~By ~~l~~Law or for ~~d~~Data ~~a~~Aggregation purposes in accordance with HIPAA Regulations. c. ~~Except as otherwise limited by this Addendum, i~~If the Business Associate discloses ~~p~~Protected ~~h~~Health ~~i~~Information to a third party, the Business Associate must obtain, prior to making such disclosure, reasonable written assurances from the third party that such ~~p~~Protected ~~h~~Health ~~i~~Information will be held confidential pursuant to this Addendum and only disclosed as ~~r~~Required ~~b~~By ~~l~~Law or for the purposes for which it was disclosed to the third party. The written agreement from the third party must include requirements to immediately notify the Business Associate of any ~~b~~Breaches of confidentiality of ~~p~~Protected ~~h~~Health ~~i~~Information to the extent it has obtained knowledge of such breach. d. The Business Associate may use or disclose ~~p~~Protected ~~h~~Health ~~i~~Information to report violations of law to appropriate federal and state authorities, consistent with HIPAA Regulations. ~~d.~~e. The Business Associate may de-identify PHI in accordance with the requirements of the Privacy Rule; provided that all identifiers are destroyed in accordance with this Agreement and may create a Limited Data Set for the purpose of providing the services.
BAA Section III.2.	4	a. ~~Except as otherwise limited in this Addendum, t~~The Business Associate shall not disclose ~~p~~Protected ~~h~~Health ~~i~~Information to a health plan for payment or health care operations purposes if the patient has required this special restriction, and has paid out of pocket in full for the health care item or service to which the protected health information relates in accordance with HIPAA Regulations. b. Capitalize all reference to the following defined terms in this section: Protected Health Information
BAA Section IV.	5	Capitalize all reference to the following defined terms in this section: Protected Health Information, Individual and Data Aggregation
BAA Section V.1.	5	a. Capitalize all reference to the following defined terms in this section: Protected Health Information b. If the Business Associate determines that returning or destroying the ~~p~~Protected ~~h~~Health ~~i~~Information is not feasible, the Business Associate will provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon a mutual

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		determination that return or destruction of ~~p~~Protected ~~h~~Health ~~i~~Information is infeasible, the Business Associate shall extend the protections of this Addendum to such ~~p~~Protected ~~h~~Health ~~i~~Information and limit further uses and disclosures of such protected health information to those purposes that make return or destruction infeasible, for so long as the Business Associate maintains such protected health information. Covered Entity hereby acknowledges and agrees that infeasibility includes Business Associate's need to retain PHI for archival purposes, and that for such a retention, no further notification or approval of Covered Entity is required.
BAA Section V.2.	5	Capitalize all reference to the following defined terms in this section: Protected Health Information
BAA Section VI.	5	1. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time for the ~~Covered Entity~~parties to comply with all the requirements of HIPAA Regulations. 2. **Clarification.** This Addendum references the requirements of HIPAA Regulations, as well as amendments and/or provisions that are currently in place and any that may be forthcoming. ~~3.~~ **Indemnification.** ~~Each party~~Business Associate will indemnify, defend and hold harmless the ~~other party~~Covered Entity ~~to this Addendum~~ from and against all third party claims, losses, liabilities, costs and other expenses incurred as a result of, or arising ~~directly or indirectly~~ out of ~~or in conjunction with:~~ ~~Any misrepresentation, breach of warranty or non-fulfillment of any undertaking on the part of the party under this Addendum; and~~ . ~~Any claims, demands, awards, judgments, actions, and proceedings made by any person or organization arising out of or in any way connected with the party's performance under this Addendum.~~ any unauthorized use or disclosure of PHI by the Business Associate under this Addendum. ~~4.~~3. **Interpretation**. The provisions of this Addendum shall prevail over any provisions in the Contract that any conflict or appear inconsistent with any provision in this Addendum. This Addendum and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA Regulations. The parties agree that any ambiguity in this Addendum shall be resolved to permit the Covered Entity and the Business Associate to comply with HIPAA Regulations. ~~5.~~4. **Regulatory Reference.** A reference in this Addendum to HIPAA Regulations means the sections as in effect or as amended. 5. **Survival**. The respective rights and obligations of Business Associate under Effect of Termination of this Addendum shall survive the termination of this Addendum. 6. **Independent Contractors**. Business Associate and Covered Entity are independent contractors and this Addendum will not establish any relationship of partnership, joint venture, employment, franchise or agency between Business Associate and Covered Entity. Neither Business Associate nor Covered Entity will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent, except as otherwise expressly provided in this Addendum.