### Fourth Amendment to the Quality Improvement Organization Services for Iowa Medicaid Contract

This Amendment to Contract Number MED-18-015 is effective as of July 1, 2022, between the Iowa Department of Human Services (Agency) and Telligen, Inc. (Contractor).

### Section 1: Amendment to Contract Language

The Contract is amended as follows:

**Revision 1. Contract Duration.** The Contract is hereby extended from July 1, 2022, through June 30, 2023.

### Revision 2. Agency Billing Contact Name/Address, is hereby amended as follows:

Dennis Haney Iowa Medicaid Enterprise 1305 East Walnut Street Des Moines, IA 50319 (515)-371-2591

### Revision 3. Agency Contract Manager/Address is herby amended as follows:

Dennis Haney Iowa Medicaid Enterprise 1305 East Walnut Street Des Moines, IA 50319 (515)-371-2591 E-mail: dhaney2@dhs.state.ia.us

### **Revision 4. Agency Contract Owner is hereby amended as follows:**

Elizabeth Matney 1305 East Walnut Street Des Moines, IA 50319 Email: ematney@dhs.state.ia.us

Revision 5. Section 1.3.1.1.A.1.e, Medicaid Medical Director (MMD), is hereby deleted effective 30 days after written notification from the Agency. Pricing changes related to this scope change will be discussed at the time of notification.

Revision 6. Section 1.3.1.1.A.1.f now becomes 1.3.1.1.A.1.e.

**Revision 7. Section 1.3.1.1.A.2.a, Staffing, is hereby amended with the addition of:** The Account Manager full time commitment may be met with 95% dedication to this contract;

### **Revision 8. Section 1.3.1.1.A.6, is herby added to the Contract:**

QIO Medical Director (QMD). Responsible for ensuring medical oversight of QIO professional staff and assisting the Iowa Medicaid program deliver value-driven, high-quality, cost-effective health care in an efficient manner. The QMD shall collaborate with the Medicaid Medical

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Director, MCO chief medical officers, and policy staff as needed. Minimum qualifications include:

a. Four years of experience as a managing physician in a managed care environment as either an MD or DO.

### **Revision 9.** Subsequent #s are changed as follows:

Section 1.3.1.1.A.6 now becomes 1.3.1.1.A.7 and section 1.3.1.1.A.7 now becomes 1.3.1.1.A.8.

### Revision 10. Section 1.3.1.3.A.3.g, is hereby added to the Contract:

Review MCO ETP determinations based on Agency policies and procedures, cost-effectiveness, medical necessity, and the availability of lower cost alternatives and provide monthly summary report to the Agency.

### **Revision 11. Section 1.3.1.3.A.4.g is hereby added to the Contract:**

Any software and/or tools needed to complete this work shall be provided by the Contractor. Software and/or tool solutions and costs will be agreed upon with the Agency and costs reimbursed by the Agency.

# **Revision 12.** Section 1.3.1.5.A, Program of All Inclusive Care for the Elderly (PACE), is deleted and replaced as follows:

- A. Program of All Inclusive Care for the Elderly (PACE)
   The Contractor shall support Agency PACE activities based on requirements set forth in 42 CFR, Part 460, to include but not limited to:
  - 1. PACE on-boarding and implementation
    - a. Point of contact and responsible for onboarding all new or expanding PACE organizations.
    - b. Develop a tool to track, monitor, and review all onboarding documents, and three-way agreement between CMS, PACE, and the Agency.
    - c. Provide recommendations to the Agency on viability and the preparedness of the organization.
    - d. The contractor shall conduct all new or expanding PACE organizations readiness reviews, including review of documents and onsite visit to ensure the location meets all CRF and state requirements. The contractor shall identify deliverables and develop a data collection tool to document the review. The review shall include, but not limited to the following areas.
      - i. Licensure and accreditation
      - ii. Subcontractors
      - iii. Maintenance of records
      - iv. Organizational structure
      - v. Operational protocol
      - vi. Written policies
      - vii. Implementation plan
      - viii. Marketing

- ix. Member communication
- x. IME website updates
- e. In cooperation with CMS and the Agency for newly established or expanding PACE organizations, provide adequate staff to complete the initial technical assistance review.
- f. The contractor shall work with the newly established or expanding PACE organization to meet their timeline for their go live date.
- 2. PACE quality assurance and compliance

The Contractor shall operate a quality assurance and compliance monitoring plan for the PACE providers in accordance with 42 CFR, Part 460, to include but not limited to:

- a. Operate a quality assurance and compliance monitoring plan for PACE providers.
- b. Conduct at least one quality review on site annually utilizing the quality review process approved by the Agency, unless otherwise authorized by the Agency to conduct desk reviews, or a hybrid model of on site and desk review.
- c. In cooperation with CMS and the Agency, participate with adequate staff in the annual reviews of the PACE organization.
- d. Conduct an initial exit conference with the PACE organization for the preliminary outcomes of the review.
- e. Utilizing the Agency approved format, submit a written report on the findings of the quality assurance and compliance monitoring of PACE providers, as well as recommendations and any corrective actions, to the Agency within 30 business days of completion of the review.
- f. Monitor and follow up to ensure corrective actions are implemented.
- g. Clinical review of medical documentation by a licensed medical physician as requested.
- h. Targeted reviews on specific participants when identified by the contractor, the Agency, or when the participant files a grievance with the Department.

## **Revision 13. Section 1.3.1.5.C, Health Information Technology is deleted and replaced as follows:**

A. Health Information Technology for Economic and Clinical Health (HITECH or HIT)

The Contractor shall support Agency HIT activities based on and in compliance with Federal regulations. Contractor duties include but are not limited to the following:

- 1. HIT Coordinator
  - a. Research, plan and oversee any requested HIT project, including initiatives supporting interoperability and use of electronic health

records, health information exchange, coordination with the Iowa Health Information Network (IHIN) and Iowa Department of Public Health (IDPH). Stay apprised of and inform on HIT planning activities related to interoperability. Examples include but are not limited to:

- i. Staying informed of interoperability initiatives and regulations such as
  - a) The CMS Interoperability and Patient Access final rule,
  - b) ONC 21<sup>st</sup> Century Cures Act final rule including information blocking, CEHRT rules, API's.
- ii. ONC's Trusted Exchange Framework and Common Agreement (TEFCA) and United States Core Data for Interoperability (USCDI)
- iii. HL7 FHIR Projects and Initiatives
- iv. Other interoperability incentive programs.
- v. SUPPORT Act.
- vi. SDOH Information Exchange.
- vii. AHITSL Health Data Utility.
- viii. CMS S-TAG and CMS S-TAG Interoperability Workgroup and other interoperability workgroups and/or meetings.
- b. Contribute to Medicaid interoperability strategies. Duties include but are not limited to:
  - i. Recommend strategies to leverage health IT to promote efficiencies and improve clinical outcomes as identified through HIT planning activities.
  - ii. Recommend strategies to capture quality metrics to the quality committee for the purposes of measuring meaningful use of electronic health records, health/medical home performance monitoring, federal reporting, Medicaid Value Based Payment programs, or other Medicaid program for evaluation purposes.
  - iii. Identify health information exchange opportunities with MES to achieve administrative efficiencies and program evaluation.
- c. Support and track projects related to Health Information Technology as directed by the Agency. Duties include but are not limited to:
  - i. Ensure weekly status reports regarding HIT project(s) status, items completed, work planned for the next week (including meetings), outstanding action items and issues are provided to the agency
  - ii. Schedule and facilitate monthly status meetings with the project steering team and other IME staff as needed.
  - Manage the continuing development of the HIT plan as directed by the Agency, including initiatives identified from HIT planning workgroups.
  - iv. Provide consolidated project tracking and reporting for all Health Information Technology projects.
- d. Represent the Agency in discussions with stakeholders.

- e. Participate in planning and execution of statewide provider assessment as directed by the Agency.
- f. Participate in ONC and CMS meetings pertaining to interoperability and other workgroups as directed by the Agency.
- g. Represent Iowa Medicaid Enterprise in presentations and workshops related to Health Information Technology as directed by the Agency, including HIT planning workgroups.

### **Revision 14. Section 1.3.1.5.D, Quality Improvement is hereby added to the Contract:** Ouality Improvement

The contractor shall support Agency's quality activities based on the requirements outlines in CFR 457.1240, 438.340, 438.6, to include but not limited to:

- 1. The contractor shall facilitate a Quality Committee
  - a. Provide Quality Oversight of the Medicaid Quality Strategy
  - b. Support Policy staff to identify performance measures for their programs
  - c. Keep current and advise the Agency regarding innovative best practices
  - d. Oversee performance indicators to identify areas of improvement
  - e. Provide support to the MCO Bureau around Managed Care and PCCM performance measures
- 2. Facilitate pre-print evaluations
  - a. Ensure Provider's evaluation aligns with the Quality Strategy
  - b. Monitor provider deadlines for compliance
  - c. Provide technical assistance as needed to ensure provider success
- 3. Administrative management of Quality Incentive Payment Programs including:
  - a. Sending letters to NSGO facilities
  - b. Data collection and scoring of performance measures
  - c. Producing and maintaining scorecards
  - d. Determine eligibility of a facilities quality of care rankings and coordinate with IME policy and other IME units to determine eligibility for the quality add-on payment.
- 4. Prepare ad hoc legislative reports for the LTSS population

# Revision 15. Attachment 3.1 Pricing Schedule is hereby deleted and replaced with the attached document titled "Attachment 3.1: Pricing Schedule".

**Revision 16.** Attachment 3.2 of the Contract entitled "Collocation," is deleted and replaced with the document attached hereto entitled "Attachment 3.2: Collocation."

Revision 17. Federal Funds. The following federal funds information is provided

Contract Payments include Federal Funds? Yes					
The contractor for federal reporting purposes under this contract is a: Vendor					
UEI #: W9H9TLXLZCL7					
The Name of the Pass-Through Entity: Iowa Department of Human Services					
<b>CFDA #:</b> 93.778	Federal Awarding Agency Name: Department of Health				
Grant Name: Medical Assistance Program	and Human Services/Centers for Medicare and Medicaid				
	Services				
<b>CFDA #:</b> 93.624	Federal Awarding Agency Name: Department of Health				
Grant Name: State Innovation Models: Round	and Human Services/Centers for Medicare and Medicaid				
Two of Funding for Design and Test Assistance	Services				

### Section 2: Ratification & Authorization

Except as expressly amended and supplemented herein, the Contract shall remain in full force and effect, and the parties hereby ratify and confirm the terms and conditions thereof. Each party to this Amendment represents and warrants to the other that it has the right, power, and authority to enter into and perform its obligations under this Amendment, and it has taken all requisite actions (corporate, statutory, or otherwise) to approve execution, delivery and performance of this Amendment, and that this Amendment constitutes a legal, valid, and binding obligation.

### Section 3: Execution

**IN WITNESS WHEREOF,** in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Amendment and have caused their duly authorized representatives to execute this Amendment.

Contractor, Telligen, Inc.		Agency, Iowa Department of Human S	ervices			
Signature of Authorized Representative:	Date:		Date:			
Neal Coluen	6/17/2022	Kelly Garcia (Jun 22, 2022 21:49 CDT)	Jun 22, 2022			
Printed Name: Neal Cohen		Printed Name: Kelly Garcia				
Title: vice President, State Health	Solutions	Title: Director				

### **Attachment 3.1: Pricing Schedule**

	Initial Contract Years - Monthly Prices					<b>Optional Contract Years - Monthly Prices</b>						
Categories of Services		Year 1 7/1/2018 - 6/30/2019	Year 2 7/1/2019 - 6/30/2020		Year 3 7/1/2020 - 6/30/2021		Option Year 1 7/1/2021 - 6/30/2022		Option Year 2 7/1/2022 - 6/30/2023		Option Year 3 7/1/2023 - 6/30/2024	
Medical Support (Section 1.3.1.3.A)	\$	216,400.00	\$	220,900.00	\$	225,500.00	\$	230,300.00	\$	235,100.00	\$	240,000.00
Prior Authorizations (Section 1.3.1.3.B.1)	\$	69,800.00	\$	71,300.00	\$	72,800.00	\$	74,300.00	\$	75,900.00	\$	77,500.00
LOC and NBA Reviews for LTSS (Section 1.3.1.3.B.2)	\$	172,900.00	\$	176,500.00	\$	180,200.00	\$	183,900.00	\$	187,800.00	\$	191,700.00
Utilization Management- Other (Sections 1.3.1.3.B.3-6)	\$	13,400.00	\$	13,700.00	\$	14,000.00	\$	14,300.00	\$	14,600.00	\$	14,900.00
HCBS Provider Reviews (Section 1.3.1.4.B)	\$	85,400.00	\$	87,200.00	\$	89,000.00	\$	90,800.00	\$	92,700.00	\$	94,600.00
HCBS Waiver, Habilitation, and MFP Provider Complaints and Incident Reporting Management (Sections 1.3.1.4.C-D)	\$	22,100.00	\$	22,500.00	\$	23,000.00	\$	23,500.00	\$	24,000.00	\$	24,500.00
HCBS Waiver and Habilitation Member Surveys, MFP Surveys, and Slot Management (Sections 1.3.1.4.E-G)	\$	31,100.00	\$	31,700.00	\$	32,400.00	\$	33,000.00	\$	33,700.00	\$	34,500.00
Program of All-Inclusive Care for the Elderly (Section 1.3.1.5.A)	\$	13,400.00	\$	13,700.00	\$	14,000.00	\$	14,300.00	\$	19,514.00	\$	21,648.00
Health Homes (Section 1.3.1.5.B)	\$	14,900.00	\$	15,200.00	\$	15,600.00	\$	15,900.00	\$	16,200.00	\$	16,600.00
HIT (Section 1.3.1.5.C)	\$	40,300.00	\$	41,200.00	\$	31,100.00	\$	31,800.00	\$	10,613.25	\$	3,452.00
QIPP (Section 1.3.1.5.D)	\$	0.00	\$	0.00	\$	0.00	\$	0.00	\$	14,111.00	\$	14,534.00
General Admin and Other	\$	63,600.00	\$	65,000.00	\$	66,300.00	\$	67,700.00	\$	71,861.75	\$	78,966.00

### Attachment 3.2: Collocation

As part of the Contract agreement the Agency will not require all Contractor staff be housed at the Iowa Medicaid Enterprise (IME) facility. Until an official DHS telework policy is implemented, the IME will allow flexibility with staff working from home and on-site, subject to Agency approval\*(see notes). Regardless of whether staff are working from home or on-site, the Agency will provide the following to Contractor staff:

- Shared office work space (on-site only)
- Telephones and telephone service
- Standard DHS Desktop PC or Laptop with docking station
- Keyboard and mouse
- DHS Network Access
- Internet Access (on-site only)
- Software List (see table below)
- Access to IME laptops for occasional use

- Printing, envelopes, and postage for correspondence directly related to the Iowa Medicaid Program
- DHS Standard Forms
- Access to copiers including copy supplies, network printers, and Fax (on-site only)
- Access to storage (on-site only)
- Access to shredding (on-site only)
- Access to IME training equipment (on-site only)
- Access to break rooms, restrooms, and conference rooms (on-site only)

#### Notes:

\* Due to the COVID19 public health emergency, a permanent facility site has not been determined for all staff. The Agency is currently providing a shared work site for Agency-approved personnel.
\*\* Work surfaces throughout the building have been installed at the "standard" height. If a Contractor employee is tall or short the work surface can be adjusted for that employee up or down. If an employee has pain due to equipment they are using, an ergonomic evaluation can be completed at the Contractor's expense. If special equipment is needed based on the ergonomic evaluation, purchase of equipment is at the Contractor's expense. If any change is needed due to a medical necessity, a note from the employee's doctor is required. This includes lights out or on, work surfaces raised for standing purposes (more than an inch or two), etc.

#### Systems and Software List

Below is a list of Agency-licensed systems and software available for use on Agency computers.

Name of System/Software	Business Purpose
Adobe Acrobat	Reports
Appeals Information System (AIS)	DHS System for appeal tracking
Cisco CallRex	Call center recording software
Cisco VPN	Field staff use to connect to the DHS network
First Data Bank (previously known as	Clinical drug information to help inform
MEDISPAN)	medication-related decisions
Microsoft Outlook	State email system
Microsoft Teams	Video conferencing
Go To Meeting	Webinars
Iowa Health Information Network (IHIN)	Iowa's Health Information Exchange system,
	access EHR information, alerts, and notifications
	for Members
Iowa Medicaid Portal Access (IMPA)	Secure DHS system for document uploads.
Institutional and Waiver Authorization and	HCBS services coordination and workflow system.

Narrative System (IoWANS)	
Microsoft 365 (Access, Excel, Powerpoint, Project,	
Publisher, Sharepoint, Visio, Word)	
Microsoft Windows 7 Enterprise Operating System	Operating system
MMIS	Medicaid information system (enrollment, PA
	entry, claims)
Medicaid Quality Utilization Information Data	Data entry and retrieval application for
System (MQUIDS)	documenting review data and outcomes related to
	HCBS Programs
OnBase Client	Workflow and document management system
QualAssure Performance System (QPS)	Data entry and retrieval application for
	documenting data and outcomes related to provider
	reviews
RightFax Utility Software	Fax utility software
Roxio CD/DVD Creator Basic	CD/DVD Creator
Worker Information System Exchange (WISE)	Slot database, number of slots filled, released,
	member info for each slot assigned, etc)
WinZip	Send/receive compress/ encrypted files