

CONTRACT BETWEEN STATE OF LOUISIANA
DEPARTMENT OF HEALTH AND HOSPITALS
Bureau of Health Services Financing/MVP

CFMS: 707861
DHH: 057718
Agency # 305
305-200568

AND

Community Health Solutions (CHS) of America, LLC d/b/a CHS of La.

FOR

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

1) Contractor (Legal Name if Corporation) Community Health Solutions (CHS) of America, LLC d/b/a CHS of La.	5) Federal Employer Tax ID# or Social Security # 36-4517292 (Must be 11 Digits)		
2) Street Address 1004-1006 118th Avenue North	6) Parish(es) Served Statewide - GSA A, B, and C		
City St. Petersburg	State FL	Zip Code 33716-2332	7) License or Certification #
3) Telephone Number (800) 514-7621	8) Contractor Status		
4) Mailing Address (if different) 1000 118th Avenue North	Subrecipient: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
	Corporation: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
	For Profit: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
	Publicly Traded: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
City St. Petersburg	State FL	Zip Code 33716-2332	8a) CFDA#(Federal Grant #)

9) Brief Description Of Services To Be Provided:

Contractor shall provide enhanced primary care case management services to Medicaid enrollees participating in the Medicaid Coordinated Care Network (CCN) Program, utilizing the most cost effective manner. Such services include but are not limited to developing and maintaining an adequate primary care provider network, access standards, utilization management, quality management, service authorization, provider monitoring, member and provider services, chronic care management and account management. See Statement of Work.

10) Effective Date 02-01-2012	11) Termination Date 01-31-2015
12) This contract may be terminated by either party upon giving sixty (60) days advance written notice to the other party with or without cause but in no case shall continue beyond the specified termination date.	
13) Maximum Contract Amount	\$68,031,170 (See Attachment 3)

14) Terms of Payment

If progress and/or completion of services are provided to the satisfaction of the initiating Office/Facility, payments are to be made as follows:

See Attachment 3

Contractor obligated to submit final invoices to Agency within fifteen (15) days after termination of contract.		
PAYMENT WILL BE MADE ONLY UPON APPROVAL OF:	First Name Ruth	Last Name Kennedy
	Title Medicaid Deputy Director or designee	Phone Number (225) 342-1304

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

Attachment 1: HIPAA Addendum
Attachment 2: Statement of Work
Attachment 3: Contract Maximums Amounts and Terms of Payments
Attachment 4: Additional Terms and Conditions
Attachment 5: Primary Care Management Fees, Bonus Payments, and Shared Savings Distribution

Exhibit A: Board Resolution
Exhibit B: Multi Year Letter
Exhibit C: Certificate of Authority
Exhibit D: Out-of-State Justification
Exhibit E: RFP 305PUR-DHHRFP-CCN-S-MVA and all issued RFP appendices and addendum

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

1. Contractor hereby agrees to adhere as applicable to the mandates dictated by Titles VI and VII of the Civil Rights Act of 1964, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974; Americans with Disabilities Act of 1990 as amended; the Rehabilitation Act of 1973 as amended; Sec. 202 of Executive Order 11246 as amended, and all applicable requirements imposed by or pursuant to the regulations of the U. S. Department of Health and Human Services. Contractor agrees not to discriminate in the rendering of services to and/or employment of individuals because of race, color, religion, sex, age, national origin, handicap, political beliefs, disabled veteran, veteran status, or any other non-merit factor.
2. Contractor shall abide by the laws and regulations concerning confidentially which safeguard information and the patient/client confidentiality. Information obtained shall not be used in any manner except as necessary for the proper discharge of Contractor's obligations. (The Contractor shall establish, subject to review and approval of the Department, confidentiality rules and facility access procedures.)
3. The State Legislative Auditor, Office of the Governor, Division of Administration, and Department Auditors or those designated by the Department shall have the option of auditing all accounts pertaining to this contract during the contract and for a three year period following final payment. Contractor grants to the State of Louisiana, through the Office of the Legislative Auditor, Department of Health and Hospitals, and Inspector General's Office, Federal Government and/or other such officially designated body the right to inspect and review all books and records pertaining to services rendered under this contract, and further agrees to guidelines for fiscal administration as may be promulgated by the Department. Records will be made available during normal working hours.

Contractor shall comply with federal and state laws and/or DHH Policy requiring an audit of the Contractor's operation as a whole or of specific program activities. Audit reports shall be sent within thirty (30) days after the completion of the audit, but no later than six (6) months after the end of the audit period. If an audit is performed within the contract period, for any period, four (4) copies of the audit report shall be sent to the Department of Health and Hospitals, Attention: **Division of Fiscal Management, P.O. Box 91117, Baton Rouge, LA 70821-3797** and one (1) copy of the audit shall be sent to the **originating DHH Office**.

4. Contractor agrees to retain all books, records and other documents relevant to the contract and funds expended thereunder for at least four (4) years after final payment or as prescribed in 45 CFR 74:53 (b) whichever is longer. Contractor shall make available to the Department such records within thirty (30) days of the Department's written request and shall deliver such records to the Department's central office in Baton Rouge, Louisiana, all without expense to the Department. Contractor shall allow the Department to inspect, audit or copy records at the contractor's site, without expense to the Department.
5. Contractor shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or novation), without written consent of the Department thereto, provided, however, that claims for money due or to become due to Contractor from the Department under this contract may be assigned to a bank, trust company or other financial institution without advanced approval. Notice of any such assignment or transfer shall be promptly furnished to the Department and the Division of Administration, Office of Contractual Review.
6. Contractor hereby agrees that the responsibility for payment of taxes from the funds received under this contract shall be Contractor's. The contractor assumes responsibility for its personnel providing services hereunder and shall make all deductions for withholding taxes, and contributions for unemployment compensation funds.
7. Contractor shall obtain and maintain during the contract term all necessary insurance including automobile insurance, workers' compensation insurance, and general liability insurance. The required insurances shall protect the Contractor, the Department of Health and Hospitals, and the State of Louisiana from all claims related to Contractor's performance of this contract. Certificates of Insurance shall be filed with the Department for approval. Said policies shall not be canceled, permitted to expire, or be changed without thirty (30) days advance written notice to the Department. Commercial General Liability Insurance shall provide protection during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as claims for property damages, with combined single limits prescribed by the Department.
8. ~~In cases where travel and related expenses are required to be identified separate from the fee for services, such costs shall be in accordance with State Travel Regulations. The contract contains a maximum compensation which shall be inclusive of all charges including fees and travel expenses.~~
9. No funds provided herein shall be used to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition or any election ballot or a proposition or matter having the effect of law being considered by the legislature or any local governing authority. Contracts with individuals shall be exempt from this provision.
10. ~~Should contractor become an employee of the classified or unclassified service of the State of Louisiana during the effective period of the contract, Contractor must notify his/her appointing authority of any existing contract with State of Louisiana and notify the contracting office of any additional state employment. This is applicable only to contracts with individuals.~~

Handwritten initials and signatures are present on the right margin, including "YK", "WJ", "JP", and "CP".

Non-

11. All ~~non~~-third party software and source code, records, reports, documents and other material delivered or transmitted to Contractor by State shall remain the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract. All non-third party software and source code, ~~records, reports, documents, or other material~~ related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract. All records, reports, and documents related to the contract, shall be provided to DHH upon request. ~~Except as otherwise permitted in this Contract or RFP, contractor~~
12. Contractor shall not enter into any subcontract for work or services contemplated under this contract without obtaining prior written approval of the Department. Any subcontracts approved by the Department shall be subject to conditions and provisions as the Department may deem necessary; provided, however, that notwithstanding the foregoing, unless otherwise provided in this contract, such prior written approval shall not be required for the purchase by the contractor of supplies and services which are incidental but necessary for the performance of the work required under this contract. No subcontract shall relieve the Contractor of the responsibility for the performance of contractual obligations described herein.
13. No person and no entity providing services pursuant to this contract on behalf of contractor or any subcontractor is prohibited from providing such services by the provisions of R.S. 1113 as amended in the 2008 Regular Session of the Louisiana Legislature.
14. No claim for services furnished or requested for reimbursement by Contractor, not provided for in this contract, shall be allowed by the Department. In the event the Department determines that certain costs which have been reimbursed to Contractor pursuant to this or previous contracts are not allowable, the Department shall have the right to set off and withhold said amounts from any amount due the Contractor under this contract for costs that are allowable.
15. This contract is subject to and conditioned upon the availability and appropriation of Federal and/or State funds; and no liability or obligation for payment will develop between the parties until the contract has been approved by required authorities of the Department; and, if contract exceeds \$20,000, the Director of the Office of Contractual Review, Division of Administration in accordance with La. R.S. 39:1502..
16. The continuation of this contract is contingent upon the appropriation of funds from the legislature to fulfill the requirements of the contract. If the Legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.
17. Any alteration, variation, modification, or waiver of provisions of this contract shall be valid only when reduced to writing, as an amendment duly signed, and approved by required authorities of the Department; and, if contract exceeds \$20,000, approved by the Director of the Office of Contractual Review, Division of Administration. Budget revisions approved by both parties in cost reimbursement contracts do not require an amendment if the revision only involves the realignment of monies between originally approved cost categories.
18. Any contract disputes will be interpreted under applicable Louisiana laws and regulations in Louisiana administrative tribunals or district courts as appropriate.
19. Contractor will warrant all materials, products and/or services produced hereunder will not infringe upon or violate any patent, copyright, trade secret, or other proprietary right of any third party. In the event of any such claim by any third party against DHH, the Department shall promptly notify Contractor in writing and Contractor shall defend such claim in DHH's name, but at Contractor's expense and shall indemnify and hold harmless DHH against any loss, expense or liability arising out of such claim, whether or not such claim is successful. This provision is not applicable to contracts with physicians, psychiatrists, psychologists or other allied health providers solely for medical services.
20. ~~Any equipment purchased under this contract remains the property of the Contractor for the period of this contract and future continuing contracts for the provision of the same services. Contractor must submit vendor invoice with reimbursement request. For the purpose of this contract, equipment is defined as any tangible, durable property having a useful life of at least (1) year and acquisition cost of \$1000.00 or more. The contractor has the responsibility to submit to the Contract Monitor an inventory list of DHH equipment items when acquired under the contract and any additions to the listing as they occur. Contractor will submit an updated, complete inventory list on a quarterly basis to the Contract Monitor. Contractor agrees that upon termination of contracted services, the equipment purchased under this contract reverts to the Department. Contractor agrees to deliver any such equipment to the Department within 30 days of termination of services.~~
21. Contractor agrees to protect, indemnify and hold harmless the State of Louisiana, DHH, from all claims for damages, costs, expenses and attorney fees arising in contract or tort from this contract or from any acts or omissions of Contractor's agents, employees, officers or ~~clients~~ ^{other parties acting on behalf of CCN}, including premises liability and including any claim based on any theory of strict liability. This provision does not apply to actions or omissions for which LA R.S. 40:1299.39 provides malpractice coverage to the contractor, nor claims related to treatment and performance of evaluations of persons when such persons cause harm to third parties (R.S. 13:5108.1(E)). Further it does not apply to premises liability when the services are being performed on premises owned and operated by DHH.

22. Any provision of this contract is severable if that provision is in violation of the laws of the State of Louisiana or the United States, or becomes inoperative due to changes in State and Federal law, or applicable State or Federal regulations.

23. Contractor agrees that the current contract supersedes all previous contracts, negotiations, and all other communications between the parties with respect to the subject matter of the current contract.

THIS CONTRACT CONTAINS OR HAS ATTACHED HERETO ALL THE TERMS AND CONDITIONS AGREED UPON BY THE CONTRACTING PARTIES. IN WITNESS THEREOF, THIS CONTRACT IS SIGNED ON THE DATE INDICATED BELOW.

Community Health Solutions (CHS) of America, LLC
d/b/a CHS of La.

S. Kyle Moll 8/18/2011
SIGNATURE DATE

S. Kyle Moll

NAME

Executive Vice President

TITLE

STATE OF LOUISIANA
DEPARTMENT OF HEALTH AND HOSPITALS

Jerry Phillip 9/14/11 2:58PM
SIGNATURE DATE

NAME

Secretary, Department of Health and Hospital or Designee

TITLE

Bureau of Health Services Financing/MVP

SIGNATURE DATE

NAME

TITLE

Don Gregory 09/13/2011
SIGNATURE DATE

NAME

TITLE

APPROVED
Office of the Governor
Office of Contractual Review

SEP 30 2011

Andrew S. Giller
DIRECTOR

HIPAA Business Associate Addendum:

This Business Associate Addendum is hereby made a part of this contract in its entirety as Attachment 1 to the contract.

1. The U. S. Department of Health and Human Services has issued final regulations, pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), governing the privacy of individually identifiable health information. See 45 CFR Parts 160 and 164 (the "HIPAA Privacy Rule"). The Department of Health and Hospitals, ("DHH"), as a "Covered Entity" as defined by HIPAA, is a provider of health care, a health plan, or otherwise has possession, custody or control of health care information or records.
2. "Protected health information" ("PHI") means individually identifiable health information including all information, data, documentation and records, including but not limited to demographic, medical and financial information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual or payment for health care provided to an individual; and that identifies the individual or which DHH believes could be used to identify the individual.
 "Electronic protected health information" means PHI that is transmitted by electronic media or maintained in electronic media.
 "Security incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
3. Contractor is considered a Business Associate of DHH, as contractor either: (A) performs certain functions on behalf of or for DHH involving the use or disclosure of protected individually identifiable health information by DHH to contractor, or the creation or receipt of PHI by contractor on behalf of DHH; or (B) provides legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, financial or social services for DHH involving the disclosure of PHI.
4. Contractor agrees that all PHI obtained as a result of this contractual agreement shall be kept confidential by contractor, its agents, employees, successors and assigns as required by HIPAA law and regulations and by this contract and addendum.
5. Contractor agrees to use or disclose PHI solely (A) for meeting its obligations under this contract, or (B) as required by law, rule or regulation or as otherwise permitted under this contract or the HIPAA Privacy Rule.
6. Contractor agrees that at termination of the contract, or upon request of DHH, whichever occurs first, contractor will return or destroy (at the option of DHH) all PHI received or created by contractor that contractor still maintains in any form and retain no copies of such information; or if such return or destruction is not feasible, contractor will extend the confidentiality protections of the contract to the information and limit further uses and disclosure to those purposes that make the return or destruction of the information infeasible.
7. Contractor will ensure that its agents, employees, subcontractors or others to whom it provides PHI received by or created by contractor on behalf of DHH agree to the same restrictions and conditions that apply to contractor with respect to such information. Contractor also agrees to take all reasonable steps to ensure that its employees', agents' or subcontractors' actions or omissions do not cause contractor to breach the terms of this Addendum. Contractor will use all appropriate safeguards to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this contract and Addendum.
8. Contractor shall, within 3 days of becoming aware of any use or disclosure of PHI, other than as permitted by this contract and Addendum, report such disclosure in writing to the person(s) named in section 14 (Terms of Payment), page 1 of the CF-1.
9. Contractor shall make available such information in its possession which is required for DHH to provide an accounting of disclosures in accordance with 45 CFR 164.528. In the event that a request for accounting is made directly to contractor, contractor shall forward such request to DHH within two (2) days of such receipt. Contractor shall implement an appropriate record keeping process to enable it to comply with the requirements of this provision. Contractor shall maintain data on all disclosures of PHI for which accounting is required by 45 CFR 164.528 for at least six (6) years after the date of the last such disclosure.
10. Contractor shall make PHI available to DHH upon request in accordance with 45 CFR 164.524.
11. Contractor shall make PHI available to DHH upon request for amendment and shall incorporate any amendments to PHI in accordance with 45 CFR 164.526.
12. Contractor shall make its internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by contractor on behalf of DHH available to the Secretary of the U. S. DHHS for purposes of determining DHH's compliance with the HIPAA Privacy Rule.
13. Compliance with Security Regulations:
 In addition to the other provisions of this Addendum, if Contractor creates, receives, maintains, or transmits electronic PHI on DHH's behalf, Contractor shall, no later than April 20, 2005:
 (A) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of DHH;
 (B) Ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it; and
 (C) Report to DHH any security incident of which it becomes aware.
14. Contractor agrees to indemnify and hold DHH harmless from and against all liability and costs, including attorneys' fees, created by a breach of this Addendum by contractor, its agents, employees or subcontractors, without regard to any limitation or exclusion of damages provision otherwise set forth in the contract.
15. Notwithstanding any other provision of the contract, DHH shall have the right to terminate the contract immediately if DHH determines that contractor has violated any material term of this Addendum.

CCN- S Statement of Work

Goal/Purpose

To further the general welfare of Medicaid and CHIP eligible Louisiana citizens enrolled in the Contractor's Medicaid Coordinated Care Network, through the provision of specified core health care benefits and services, consistent with federal Medicaid and state requirements.

Entire Contract

The Contract shall consist of:

- 1) the DHH CF-1 and all attachments and exhibits, including:
 - a. Attachment 1 – HIPAA Addendum;
 - b. Attachment 2: Statement of Work;
 - c. Attachment 3: Contract Maximums Amounts and Terms of Payments;
 - d. Attachment 4: Additional Terms and Conditions;
 - e. Attachment 5: Primary Care Management Fees Bonus Payments and Shared Savings Distribution;
 - f. Exhibit A: Board Resolution;
 - g. Exhibit B: Multi Year Letter;
 - h. Exhibit C: Certificate of Authority;
 - i. Exhibit D: Out-of-State Justification; and
 - j. Exhibit E: CCN-S RFP (Issued April 11, 2011) and all issued RFP appendices and addendums;
- 2) All DHH responses as a result of questions or comments submitted during the CCN-S RFP procurement process (issued May 23, 2011 and June 10, 2011; and
- 3) The Contractor's Proposal.

In the event of any inconsistency or conflict among the document elements of this Contract, such inconsistency or conflict shall be resolved by giving precedence to the document elements in the following order:

- 1) DHH CF-1 and attachments
- 2) DHH CF-1 Exhibit E
- 3) DHH Exhibits A - D
- 4) DHH Medicaid Provider Manuals and CCN Companion Guides
- 5) The proposal submitted by the CCN in response to the RFP

DELIVERABLES

The CCN shall comply with all provisions of the Contract, and shall act in good faith in the performance of the provisions of said Contract. The CCN agrees that failure to comply with the provisions of the Contract may result in the assessment of monetary penalties, sanctions and/or termination of the Contract in whole or in part, as set forth in the Contract. The CCN shall comply with all applicable DHH manuals, policies and procedures and guides in effect throughout the duration of the Contract period. The CCN shall comply with all rules and regulations.

DHH, at its discretion, will issue correspondence to inform the CCN of changes in policies and procedures and guides which may affect the Contract. Unless otherwise specified in the Medicaid correspondence the CCN will be given sixty (60) calendar days to implement such changes.

The Contractor shall provide all deliverables required in the Contract within the timeframes specified by DHH. The Contractor shall provide deliverables included in the Contractor's Technical Proposal received in the CCN's response to the RFP. With the prior written approval of DHH, the time frames included in the Contractor's Work Plan may be adjusted based on revisions to DHH's official timeframes.

PERFORMANCE MEASURES

The Contractor shall provide to DHH or maintain items including but not limited to the following to document deliverables:

- 1. Quality Assessment and Performance Improvement Plan**
 - Submit to DHH for approval
 - Submit quarterly and annually reports
 - Submit PCP Profile Reports
- 2. Establish Quality Improvement Committee**
 - Submit Plan for DHH review and approval
 - Submit minutes of meetings
- 3. Performance Measures**
 - Report all clinical and administrative performance measures data annually
- 4. Performance Improvement Projects**
 - Perform a minimum of two (2) DHH approved PIPs.
- 5. Systems**
 - Maintain evidence of successful exchange of all files as verified by EB, Medicaid Fiscal Intermediary and other DHH contractors.
 - Timely pre-processing of all claims
 - Submit quarterly claims summary report, claims accuracy report, claims processing interest payments
 - Submit Refresh Plan for review and approval and annually thereafter
- 6. Provider Network**
 - Maintain adequate provider network
 - Maintain Provider Directory
 - Maintain Provider Manual
 - Assist and monitor Patient-Centered Medical Home Implementation Plan
 - Provider Satisfaction Survey Report
 - Conduct member satisfaction survey
 - Submit results annually
- 7. Call Center**
 - Maintain Member and Provider Call Centers
 - Submit draft training materials for telephone agents
 - Submit telephone and internet activity reports monthly reports
- 8. Member Services**
 - Enrollment/Disenrollment
 - Submit monthly reports
 - Submit disenrollment request timely to Enrollment Broker contractor
 - Establish Member Advisory Council
 - Submit Plan for DHH review and approval
 - Submit minutes of meetings
 - Maintain Grievance and Appeals Logs
 - Submit monthly, quarterly and annual logs
 - Member Satisfaction Survey Report
 - Conduct member satisfaction survey
 - Submit results annually
- 9. Financial Reporting**
 - Submit annual audited financial statements
 - Submit quarterly unaudited finance statements and financial reporting guide information
- 10. Required Reporting to DHH**
 - Submit draft technical reports for DHH review and approval
 - Submit completed checklist of required reports
 - Maintain logs of submission of all contractually required reports
- 11. Member Materials and Marketing Activities**
 - Submit to DHH for approval all member materials
 - Maintain copies of all member materials including obsolete versions

- Maintain documentation that reading level software was utilized, including indicator used and reading level of the item
- Submit Marketing Plan for review and approval
- Submit monthly and annual marketing activities

12. Build and Maintain Enrollment Website

- Submit website screenshots to DHH for approval
- Maintain documentation that reading level software was utilized, including indicator used and reading level of the web page
- Maintain Provider Directories

13. Emergency Management Plan

- Submit to DHH for review and approval annually

Monitoring

The individual assigned as the DHH Contract Monitor and point of contact between the DHH and the Contractor is Ruth Kennedy or her designee.

Ongoing monitoring of the Contractor's performance will include but not be limited to the following:

Thorough review and analysis of required monthly, quarterly and annual written reports, updates to work plans, and correspondence submitted by the Contractor, and if required, review, analysis, approval and follow-up of any Corrective Action Plan required by DHH from the Contractor.

Weekly status calls between Contractor's staff and the DHH Contract Monitor and other Medicaid staff to discuss issues as warranted;

Face-to-face meetings between Contractor's staff and the DHH Contract Monitor and other Medicaid staff to discuss issues as warranted;

Solicitation of feedback on Contractor's performance from Enrollment Broker and the Medicaid Fiscal Intermediary, with whom the Contractor interacts;

Annual evaluation through an independent external quality review organization including review of the services covered under the CCN contract for timeliness, outcomes and accessibility through:

- Medical chart reviews
- CCN case management file reviews
- Provider surveys
- National Committee for Quality Assurance results
- Data analysis
- Administrative oversight and quality assessment and improvement; review
- Focused studies of certain aspects of care;
- Encounter data validation;
- Administration or validation of consumer or provider surveys of quality of care; and
- Conduct studies on quality that focus on a particular aspect of clinical or non-clinical services at a point in time;

Comparison of Contractor materials (e.g., Welcome Packets, Member Handbooks) to those published by other state Medicaid managed programs and recommended by CMS;

Real time monitoring telephone member service hotline calls;

Investigation of complaints regarding the Contractor received from Medicaid enrollees, DHH employees, CCN staff, other DHH Contractors, and legislators;

Spot checking that complaints made directly to the Contractor to verify investigation and resolution;

Spot checking grievances and appeals are properly classified;

Using Literacy Tools software package to independently test reading level of written member materials and website

Periodic navigation of CCN website for members and providers;

Spot checking that provider listings for CCNs on enrollee website accurately reflect information reported by CCNs;

Unannounced as well as scheduled visits to Contractor's Louisiana administrative office;

"Secret shopper" calls to Member Services and Provider Services Hotline

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CCN-S

Contract Maximum Amounts and Terms of Payment

Maximum Contract Amounts:

The maximum contract amounts are based on the CCN receiving one half of the anticipated population to be enrolled into a CCN-S model in each contract year times the average PMPM as follows:

Contract Year	Anticipated Member Months	Average PMPM	Maximum Contract Amount
1	1,717,891	\$12.94	\$22,229,510
2	1,752,248	\$12.94	\$22,674,089
3	1,787,293	\$12.94	\$23,127,571
		TOTAL	\$68,031,170

DHH reserves the right to revise the maximum contract amount as needed as a result of:

- a) Changes in enrollment;
- b) Adjustments to the PMPM rates due to federal/state programmatic changes;
- c) Inclusion or removal of core benefits and services not incorporated in the monthly primary care case management fee; or
- d) Based on legislative appropriations and budgetary constraints.

Any adjusted rates made by DHH must continue to be actuarially sound and will require an amendment to the Contract that is mutually agreed upon by both parties.

Terms of Payment:

DHH shall make 1) monthly enhanced primary care case management fee payments to the CCN and 2) if eligible, periodic lump sum payments of a portion of savings achieved.

The enhanced primary care case management fee payments shall be based on member enrollment for the month as indicated by the X12 834 File generated by the CCN Enrollment Broker and paid by the

Attachment 3

Medicaid fiscal intermediary via Electronic Fund Transfer (EFT) in the weekly payment cycle nearest the 15th calendar day of the month.

The Contractor will be paid \$11.81 for enrollees in families and children programs and \$18.16 for enrollees with disabilities, elderly, foster care children, and pregnant woman. In addition, the Contractor will receive \$1.50 for each member that shall be paid to the Primary Care Provider (PCP) by the Contractor. In the event the \$1.50 is not paid to the PCP for any member, it shall be refunded to DHH.

The CCN shall agree to accept, as payment in full, the amount established by DHH pursuant to the Contract, and shall not seek additional payment from a member, or the Department, for any unpaid cost.

DHH will conduct periodic reconciliations to determine savings achieved or refunds due to DHH (from the enhanced primary care management fees). CCN will be eligible for up to 60% of savings if the actual aggregate costs of authorized services, including enhanced primary care case management fees advanced, are less than the aggregate PCPB (for the entire CCN enrollment). The enhanced care management fee will be reduced by PCP PMPM during the reconciliation process.

The PCP PMPM component of the enhanced care management fee will be in accordance with primary care case management fee rates specified by DHH. Due to limitations under the Medicaid State Plan, shared savings will be limited to 5% of the actual aggregate costs including the enhanced care management fees paid. Such amounts shall be determined in the aggregate, and not for separate enrollment types.

Attachment 4

CCN-S Additional Terms and Conditions

The following changes shall be made to the RFP language and contract documents:

Document/ Location	Revised Language
RFP 4.7.1	<p>Delete second to last bullet, and replace with new language as follows:</p> <ul style="list-style-type: none"> During a CCN's first two years of implementation of the CCN Program, distribution of any savings will be contingent upon the CCN meeting the established "Early Warning System" administrative performance measures and compliance under this RFP. After the second year of implementation of the CCN Program, distribution of any savings will be contingent upon the CCN meeting established <u>contract reporting requirements, benchmarks for specified clinical performance measures and/or compliance with the Contract, as determined by DHH.</u>
RFP 7.1.2.6	<p>Add after first paragraph:</p> <p><u>The CCN and its subcontractors shall have in place, and follow, written policies and procedures for processing requests for initial and continuing authorizations of services.</u></p>
RFP 10.1.6.1	<p>DHH, through its Enrollment Broker, will provide an opportunity for all CCN members to retain or select a new CCN annually during the member's annual open enrollment period. Prior to their annual open enrollment period, the Enrollment Broker will mail a re-enrollment offer to the CCN member to determine if they wish to continue to be enrolled with the CCN; <u>and their right to request and obtain information specified in 42 CFR 438.10(f)(6).</u></p>
RFP 10.1.7.	<p>Suspension of and/or, Limit on <u>and/or</u> Restriction on Enrollment</p>
RFP 10.1.7.2	<p><u>The CCN shall restrict enrollment to recipients who reside sufficiently near one of the CCN's delivery sites to reach that site within a reasonable time using available and affordable modes of transportation.</u></p>
RFP 12.1.1	<p>A termination, suspension, or reduction (which includes denial of a service based on Federal Office of General Counsel interpretation of CFR 431) of Medicaid eligibility or covered services. <u>It also means determinations by skilled nursing facilities and nursing facilities to transfer or discharge residents and adverse determinations made by a State with regard to the preadmission screening and annual resident review requirements of section 1919(e)(7) of the Act.</u></p>
RFP 18.16.2	<p>DHH will provide the CCN with a timely written Notice of Intent to Terminate (Notice). In accordance with 42 CFR §438.708<u>710</u>, the Notice will state the nature and basis of the</p>

Attachment 4

	sanction, pre-termination hearing and dispute resolution conference rights, and the time and place of the hearing.
RFP 19.8.2	All information as to personal facts and circumstances concerning members or potential members obtained by the CCN shall be treated as privileged communications, shall be help confidential, and shall not be divulged without the written consent of DHH or the member/potential members <u>unless otherwise permitted by HIPPA or required by applicable State or federal law regulations</u> provided that nothing stated herein shall prohibit the disclosure of information in summary, statistical or other form which does not identify particular individuals. The use or disclosure of information concerning members/potential members shall be limited to purposes directly connected with the administration of this Contract.
RFP 19.12	<u>Subject to Section 19.30 of the RFP</u> , in the event of a disagreement regarding, arising out of, or related to, Contract language interpretation, DHH's interpretation of the Contract language in dispute shall control and govern. DHH's interpretation of the Contract language in dispute shall not be subject to Appeal under any circumstance.
RFP 19.18	The CCN shall comply with all provisions of the Contract, including addenda, amendments and appendices , and shall act in good faith in the performance of the provisions of said Contract. The CCN shall be bound by all Department issued Guides related to the CCN. The CCN agrees that failure to comply with the provisions of the Contract may result in the assessment of monetary penalties, sanctions and/or termination of the Contract in whole or in part, as set forth in the Contract. The CCN shall comply with all applicable DHH manuals, policies and procedures <u>and guides</u> in effect throughout the duration of the Contract period. The CCN shall comply with all rules and regulations. Where the provisions of the Contractor differ from the requirements set forth in the guides, handbooks and/or manuals, the Contract provisions shall control.
RFP 19.33	No person or CCN may use, in connection with any item constituting an advertisement, solicitation, circular, book, pamphlet or other communication, or a broadcast, telecast, or other production, alone or with other works, letters, symbols or emblems the word " <u>Louisiana Medicaid</u> ," or "Department of health and Hospitals" or "Bureau of Health Services Financing," unless prior written approval is obtained from DHH. Specific written authorization from DHH is required to reproduce, reprint, or distribute any DHH form, application or publication for a fee. State and local governments are exempt from this prohibition. A disclaimer that accompanies the inappropriate use of program or DHH terms does not provide a defense. Each piece of mail or information constitutes a violation.
RFP Glossary	<u>Action - The denial or limited authorization of a requested service, including the type or level of service; the reduction, suspension, or termination of a previously authorized service; the failure to provide services in a timely manner, as defined in §8; the failure of a CCN to act within the timeframes provided in §12.5.2.1.1 of this RFP. A termination, suspension, or reduction (which includes denial of a service based on OGC interpretation of CFR 431) of Medicaid eligibility or covered services. It also means determinations by skilled nursing facilities and nursing facilities to transfer or discharge residents and adverse determinations made by a State with regard to the preadmission screening and annual resident review requirements of section 1919(e)(7) of the Act.</u>
RFP	<u>Post-Stabilization Care Services</u> - Covered services related to an emergency medical

Attachment 4

Glossary	condition that are provided after a member is stabilized in order to maintain, improve or resolve the member's condition pursuant to 42 CFR § 438.114(a)(e) and § 1852(d)(2) of the Social Security Act §42 CFR 422.113(c).
CF 1 Page 1 line 12	This contract may be terminated by either party <u>DHH</u> upon giving sixty (60) days advance written notice to the other party with or without cause but in no case shall continue beyond the specified termination date. <u>The contract may be terminated by the contractor only if DHH fails, without reason as determined by DHH, to remit appropriate PMPM payment within 120 days of the date the payment was due.</u>

Other Additional Terms and Conditions:

Enrollment:

The expected enrollment for each CCN contract is an estimate only and DHH makes no guarantee the CCN will attain the projected enrollment numbers.

General CCN Requirements:

DHH will not commence membership enrollment in the Contractor's health plan unless and until CMS has approved the Contract.

Dispute Resolution:

Contract controversies will be handled in accordance with RS: 39:1524-1526.

Attachment 5

**Primary Care Management Fees
Bonus Payments and
Shared Savings Distribution**

Management/Coordination Fees

CHS-LA agrees to pay to network providers a prospective management/coordination fee of no less than \$1.50 per member per month for each Member in the CHS-LA program assigned, by CHS-LA, to their practice. This fee will be paid to the CHS-LA Provider within seven (7) business days of CHS-LA's receipt of the funds from DHH.

CHS-LA agrees to pay an additional \$.50 for SSI members to network providers to manage the complexity of the care for this population.

Bonus Payments

CHS-LA agrees to make bonus payments to the CCN-S Providers for all populations and age as follows:

Extended Hours – Access and Availability	\$.25 pmpm
Urgent Care Services – Access and Availability	\$.25 pmpm
Membership 500-999 members- Access	\$.50 pmpm
Membership 1000+ members- Access	\$1.00 pmpm

Specific requirements for receiving bonus payments shall be submitted to DHH for prior approval in accordance with RFP Appendix J (Rules Regarding Physician Incentive Plans in CCN-S Organizations) and articulated in the *Community Health Solutions of Louisiana Provider Manual*.

DHH is not responsible for any bonus payments to providers.

Shared Savings Distribution

Demonstrated Savings shall be determined by DHH. CHS-LA agrees to distribute 50% of the Demonstrated savings to providers. Distribution of Shared Savings to network providers shall be made within thirty (30) days of disbursement to CHS-LA by DHH, based upon Provider adherence to DHH's requirements. Specific requirements for receiving Shared Savings shall be submitted to DHH for prior approval in accordance with RFP Appendix J (Rules Regarding Physician Incentive Plans in CCN-S Organizations) and articulated in the *Community Health Solutions of Louisiana Provider Manual*.

DHH Approval of Changes Required

Any changes to the terms and conditions described in this attachment must be submitted by CHS-LA in writing to and approved by DHH prior to implementation.

DHH Approval of Changes Required

Any changes to the terms and conditions described in this attachment must be submitted by CHS-LA in writing to and approved by DHH prior to implementation.

BOARD RESOLUTION

STATE OF FLORIDA

for the County of Pinellas State of Florida,

On the 10th day of August, 2011, at a meeting of the Board of Directors of Community Health Solutions of America, a corporation, held in the city of St. Petersburg, county and state of County of Pinellas and State of Florida, with a quorum of the directors present, the following business was conducted:

It was duly moved and seconded that the following resolution be adopted:

BE IT RESOLVED that the Board of Directors of the above corporation do hereby authorize Barbara Freeman, M.D., FAAFP, President and Chief Medical Officer ; S. Kyle Moll, Executive Vice President; and Dale F. Schmidt, Chairman & Chief Executive Officer to negotiate at any time within 36 months from this date and on terms and conditions that she/he may deem advisable, a contract or contracts with the Louisiana Department of Health and Hospitals, and to execute said documents on behalf of the corporation, and further we do hereby give her/ him the power and authority to do all things necessary to implement, maintain, amend or renew said documents.

The above resolution was passed by a majority of those present and voting in accordance with the by-laws and articles of incorporation.

I certify that the above and foregoing constitutes a true and correct copy of a part of the minutes of a meeting of the Board of Directors of Community Health Solutions of America, LLC

HELD on the 10th of August, 2011

Subscribed and sworn before me, a Notary Public
for the County of Pinellas



Notary Public



Secretary





Bobby Jindal
GOVERNOR

State of Louisiana
Department of Health and Hospitals
Bureau of Health Services Financing

Exhibit B

Bruce D. Greenstein
SECRETARY

August 5, 2011

Ms. Sandra G. Gillen
Director
Office of Contractual Review
Division of Administration
P. O. Box 94095
Baton Rouge, LA 70804-9095

Re: Justification of Multi-Year Contract

Dear Ms. Gillen:

Please consider this justification for the Department of Health and Hospitals to enter into a multi-year contract with Community Health Solutions (CHS) of America, LLC d/b/a of CHS of La., which is based in St. Petersburg, Florida, for the purposes of improving the general welfare of Medicaid and CHIP eligible Louisiana citizens enrolled in the Contractor's Medicaid Coordinated Care Network Program, through the provision of specified core health care benefits and services, consistent with federal Medicaid and state requirements. Funds for the first fiscal year of the contract are available and payment and performance for subsequent fiscal years shall be subject to the availability of funds.

The Department of Health and Hospitals will be transforming Medicaid during the next year, moving away from the current fee-for-service system to a new health care delivery model that will more effectively manage Medicaid enrollees' health care through the implementation of new Medicaid managed care systems of care known as Coordinated Care Networks (CCN). CCNs are designed to provide better health outcomes for Louisiana residents, and include a stronger focus on coordinating care, managing chronic conditions and diseases and encouraging healthy behaviors than is possible with the resources in the current Medicaid program. More than a quarter of the state's population receives health care coverage through Medicaid or the Louisiana Children's Health Insurance Program (LaCHIP), and coordinating care will improve enrollees' health and lead to a higher quality of life.

Our current health care delivery system has been in existence for over forty years. It will take more than twelve months to turn the system around and achieve the goal of improving our health outcomes for our Medicaid recipients. The Department is requiring each Coordinated Care Network make a major financial investment in Louisiana. In order for any potential contractor to take us up on our offer, the State must agree to a longer term commitment.

August 5, 2011
Page 2


Exhibit B

Therefore the DHH is requesting a three year contract in order for the State to be able to achieve the goals of the program.

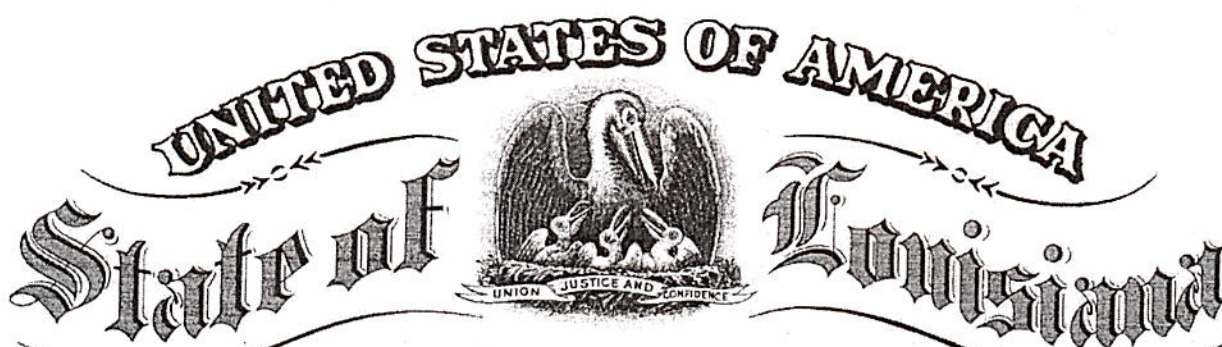
The contract period shall be for a three year period with a two-year option for renewal, pending Joint Legislative Committee on the Budget approval.

If further information is needed, please contact me at 225-342-1304.

Sincerely,


Ruth Kennedy
Medicaid Deputy Director

CC: Mary T. C. Johnson
Health Plan Manager



Jay Dardenne
 SECRETARY OF STATE

As Secretary of State, of the State of Louisiana, I do hereby Certify that
 the Application Form for Certificate of Authority of

COMMUNITY HEALTH SOLUTIONS OF AMERICA LLC

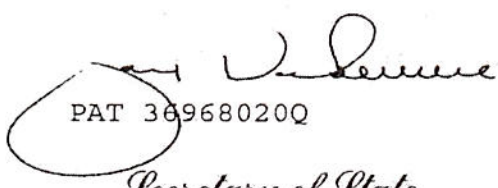
Domiciled at ST. PETERSBURG, FLORIDA,

Was filed and recorded in this Office on February 09, 2009.

Thus authorizing the limited liability company to exercise
 the same rights and privileges accorded similar domestic
 limited liability companies, subject to the provisions of R.
 S. Title 12, Chapter 22, Part VIII.

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

February 9, 2009


 PAT 36968020Q

Secretary of State



Tom Schedler
SECRETARY OF STATE

State of Louisiana
Secretary of State



COMMERCIAL DIVISION
225.925.4704

05/09/2011

Administrative Services

225.932.5317 Fax

Corporations

225.932.5314 Fax

Uniform Commercial Code

225.932.5318 Fax

ONLINE FILING
JSIMONELLI@CHSAMERICA.COM

COMMUNITY HEALTH SOLUTIONS OF LOUISIANA

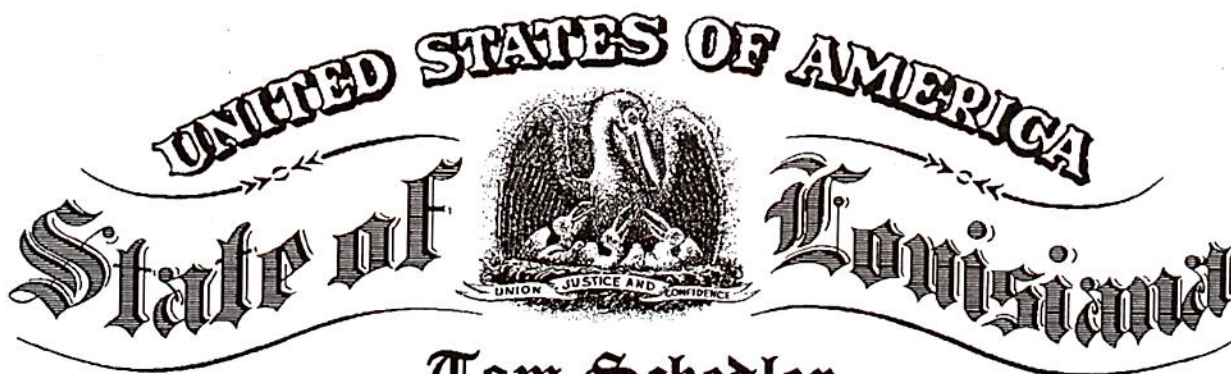
It has been a pleasure to approve and place on file your Trade Name. The appropriate evidence is attached for your files.

Payment of the filing fee is acknowledged by this letter.

Online filing options are available if changes are necessary to your registration or you need to file an annual report. Please visit our website at **GeauxBiz.com** for your future business needs.

Sincerely,

WEB



Tom Schedler
SECRETARY OF STATE

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

COMMUNITY HEALTH SOLUTIONS OF AMERICA LLC, located at 1000 118TH AVENUE N, ST.
PETERSBURG, FL 33716,

Has filed for record in this department an application for the trade name

COMMUNITY HEALTH SOLUTIONS OF LOUISIANA

Which was first used in the State of Louisiana on May 06, 2011,

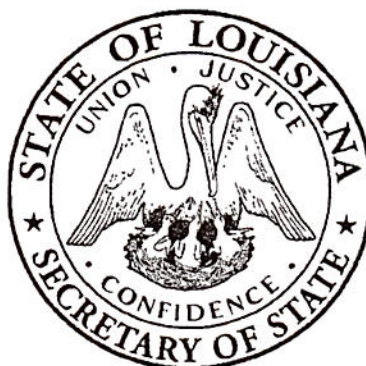
Said application was filed and recorded in this Office on May 06, 2011, which recordation is for a
term of ten years from the date hereof.

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

May 9, 2011

Secretary of State

WEB 62-9448



Certificate ID: 10164957#62N83

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

Tom Schedler
SECRETARY OF STATE

State of Louisiana
Secretary of State



May 9, 2011

Exhibit C
COMMERCIAL DIVISION
225.925.4704

Administrative Services

225.932.5317 Fax

Corporations

225.932.5314 Fax

Uniform Commercial Code

225.932.5318 Fax

The attached document of COMMUNITY HEALTH SOLUTIONS OF LOUISIANA was received and filed on May 6, 2011.

WEB 62-9448

Rev 09/09

Mailing Address: P. O. Box 94125, Baton Rouge, LA 70804-9125

Office Location: 8585 Archives Ave., Baton Rouge, LA 70809

Web Site Address: www.sos.louisiana.gov

STATE OF LOUISIANA
APPLICATION TO REGISTER TRADE NAME
TRADEMARK OR SERVICE MARK
(Pursuant to R.S. Of 1950, Title 51, Chapter 1, Part VI as amended)

Applying For:Trade Name

Charter ID:36968020Q

1. Name of person(s), Corporation, Limited Liability Company or Partnership applying for registration:

COMMUNITY HEALTH SOLUTIONS OF AMERICA LLC

2. If applicant is a corporation, list the state of incorporation:FLORIDA

3. Full street address and P.O. Box address, city, state, and zip of applicant:

1000 118TH AVENUE N
ST. PETERSBURG, FL 33716

4. Name of trade name, trade mark, or service mark to be registered. If logo is included, please describe.

COMMUNITY HEALTH SOLUTIONS OF LOUISIANA

LOGO attached:No

Type of business or list of goods or services to which the trade name, trademark, or service mark is applied:

CASE MANAGEMENT/UTILIZATION REVIEW AGENT (HEALTHCARE ADMINISTRATION)

7. Date trade name, trademark, or service mark first used by applicant:
05/06/2011

8. Date trade name, trademark, or service mark first used in Louisiana:
05/06/2011

I, the applicant, am the owner of the trade name, trademark, or service mark sought to be registered and no other person, firm, association, union, or corporation has the right to such use in such class, either in the identical form hereinabove described, or in any such resemblance thereto as may be calculated to deceive, and the facsimiles or counterparts herein filed are true and correct.

By typing my name below, I hereby certify that I am the applicant, or an authorized representative of the applicant, named in the foregoing application, and that the facts alleged in said application are true.

Electronic Signature:DALE F. SCHMIDT (5/6/2011)

Bobby Jindal
GOVERNOR



State of Louisiana
Department of Health and Hospitals
Bureau of Health Services Financing

Exhibit D

Bruce D. Greenstein
SECRETARY

August 5, 2011

Ms. Sandra G. Gillen, Director
Office of Contractual Review
Division of Administration
Baton Rouge, Louisiana 70804-9095

Dear Ms. Gillen:

RE: Out-of-State Justification

The Department of Health and Hospitals Medical Vendor Administration (MVA) would like to contract with Community Health Solutions (CHS) of America, LLC d/b/a of CHS of La., which is based in St. Petersburg, Florida. The purpose of the contract is to improve the general welfare of Medicaid and CHIP eligible Louisiana citizens enrolled in the Contractor's Medicaid Coordinated Care Network Program, through the provision of specified core health care benefits and services, consistent with federal Medicaid and state requirements.

The Department of Health and Hospitals will be transforming Medicaid during the next year, moving away from the current fee-for-service system to a new health care delivery model that will more effectively manage Medicaid enrollees' health care through the implementation of new Medicaid managed care systems of care known as Coordinated Care Networks (CCN). CCNs are designed to provide better health outcomes for Louisiana residents, and include a stronger focus on coordinating care, managing chronic conditions and diseases and encouraging healthy behaviors than is possible with the resources in the current Medicaid program. More than a quarter of the state's population receives health care coverage through Medicaid or the Louisiana Children's Health Insurance Program (LaCHIP), and coordinating care will improve enrollees' health and lead to a higher quality of life.

CHS was selected for a CCN-S contract award through the state's competitive RFP process. We ask your approval to contract with this organization. Should you need further information, please contact me at 225-342-1304.

Sincerely,

A handwritten signature in cursive script that reads "Ruth Kennedy".

Ruth Kennedy
Medicaid Deputy Director

CC Mary T. C. Johnson
Health Plan Manager

CCN-SHARED SAVINGS REQUEST FOR PROPOSALS



COORDINATED CARE NETWORKS – SHARED MODEL (CCN-S)

LOUISIANA MEDICAID COORDINATED CARE PROGRAM
BUREAU OF HEALTH SERVICES FINANCING
DEPARTMENT OF HEALTH AND HOSPITALS

RFP # 305PUR-DHHRFP-CCN-S-MVA
Proposal Due Date/Time: June 24, 2011/ 4:00 PM CDT

Release Date: APRIL 11, 2011
