



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at wvOASIS.gov. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at WVPurchasing.gov with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 2

List View

General Information | Contact | Default Values | Discount | Document Information

Procurement Folder: 460530

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0511

Vendor ID: 000000125086

SO Doc ID: BMS1900000005

Legal Name: KEYSTONE PEER REVIEW ORGANIZATION INC

Published Date: 7/22/19

Alias/DBA:

Close Date: 7/25/19

Total Bid: \$10,744,260.12

Close Time: 13:30

Response Date: 07/25/2019

Status: Closed

Response Time: 9:42

Solicitation Description: Addendum #2 - Medicaid External Quality Review Organization

Total of Header Attachments: 2

Total of All Attachments: 2



Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

**State of West Virginia
 Solicitation Response**

Proc Folder : 460530

Solicitation Description : Addendum #2 - Medicaid External Quality Review Organization

Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2019-07-25 13:30:00	SR 0511 ESR07251900000000346	1

VENDOR
000000125086 KEYSTONE PEER REVIEW ORGANIZATION INC

Solicitation Number: CRFQ 0511 BMS1900000005

Total Bid : \$10,744,260.12 **Response Date:** 2019-07-25 **Response Time:** 09:42:53

Comments:

FOR INFORMATION CONTACT THE BUYER
 April E Battle
 (304) 558-0067
 april.e.battle@wv.gov

Signature on File	FEIN #	DATE
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All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Base Year One Systems Performance Review				\$227,335.28

Comm Code	Manufacturer	Specification	Model #
93151507			

Extended Description : Base Year One Systems Performance Review and All Subcomponents (4.1.1)

Comments: Unit Price \$56,833.82 # of MCOs 4 = Total Contract Amount \$227,335.28

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Base Year One Development & Validation of PIP's				\$343,980.91

Comm Code	Manufacturer	Specification	Model #
93151507			

Extended Description : Base Year One Development & Validation of Performance Improvement Projects (4.1.3)

Comments: Unit Price \$85,995.23 # of MCOs 4 = Total Contract Amount \$343,980.91

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Base Year 1 Quarterly Analysis of Pre-Service Denial Reports				\$157,174.19

Comm Code	Manufacturer	Specification	Model #
93151507			

Extended Description : Base Year Quarterly Analysis of Pre-Service Denial Reports (4.1.5)

Comments: Unit Price \$39,293.55 # of MCOs 4 = Total Contract Amount \$157,174.19

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Base Year One Validation of Performance Measures				\$50,652.34

Comm Code	Manufacturer	Specification	Model #
93151507			

Extended Description : Base Year One Validation of Performance Measures (4.1.2)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Base Year One Encounter Data Validation				\$109,704.95

Comm Code	Manufacturer	Specification	Model #
93151507			

Extended Description : Base Year One Encounter Data Validation (4.1.4)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Base Year One Annual Technical Report				\$23,096.57

Comm Code	Manufacturer	Specification	Model #
93151507			

Extended Description : Base Year One Annual Technical Report (4.1.6)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	Base Year One Access to Care Standard Evaluation				\$22,569.20

Comm Code	Manufacturer	Specification	Model #
93151507			

Extended Description : Base Year One Access to Care Standard Evaluation (4.1.8.9)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	Base Year One Ad Hoc Reporting Services	5000.00000	HOUR	\$99.090000	\$495,450.00

Comm Code	Manufacturer	Specification	Model #
93151507			

Extended Description : Base Year One Ad Hoc Reporting Services (4.1.9) Estimated 5000 hours.
Service dates: 09/01/2019-08/31/2020

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	Base Year One Ad Hoc Services	5000.00000	HOUR	\$138.650000	\$693,250.00

Comm Code	Manufacturer	Specification	Model #
93151507			

Extended Description : Base Year One Ad Hoc Services (4.1.9) Estimated 5000 hours.
Service dates: 09/01/2019-08/31/2020

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	Base Year One Quality Rating System	2500.00000	HOUR	\$263.340000	\$658,350.00

Comm Code	Manufacturer	Specification	Model #
93151507			

Extended Description : Base Year One Ad Hoc Services--Quality Rating System (4.1.9) Estimated 2500 hours.
Service dates: 09/01/2019-08/31/2020

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
11	Optional Renewal Year One Systems Performance Review				\$233,313.46

Comm Code	Manufacturer	Specification	Model #
93151507			

Extended Description : Optional Renewal Year One Systems Performance Review and All Subcomponents (4.1.1)

Comments: Unit Price \$58,328.36 # of MCOs 4 = \$233,313.46

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
12	Opt. Renewal Year 1 Development & Validation of PIP's				\$311,367.74

Comm Code	Manufacturer	Specification	Model #
93151507			

Extended Description :	Optional Renewal Year One Development & Validation of Performance Improvement Projects (4.1.3)
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Comments: Unit Price \$77,841.93 # of MCOs 4 = \$311,367.74

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
13	Opt. Renewal Yr 1 Qtrly Analysis-Denials,Appeals,Grievances				\$162,005.53

Comm Code	Manufacturer	Specification	Model #
93151507			

Extended Description :	Optional Renewal Year One: Quarterly Analysis of Pre-Service Denials ,Appeals and Grievance Reports (4.1.5)
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Comments: Unit Price \$40,501.38 # of MCOs 4 = \$162,005.53

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
14	Optional Renewal Year One Validation of Performance Measures				\$52,705.39

Comm Code	Manufacturer	Specification	Model #
93151507			

Extended Description :	Optional Renewal Year One Validation of Performance (4.1.2)
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
15	Optional Renewal Year One Encounter Data Validation				\$114,151.53

Comm Code	Manufacturer	Specification	Model #
93151507			

Extended Description :	Optional Renewal Year One Encounter Data Validation (4.1.4)
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
16	Optional Renewal Year One Annual Technical Report				\$23,921.64

Comm Code	Manufacturer	Specification	Model #
93151507			

Extended Description : Optional Renewal Year One Annual Technical Report (4.1.6)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
17	Optional Renewal Year 1 Access to Care Standard Evaluations				\$23,262.94

Comm Code	Manufacturer	Specification	Model #
93151507			

Extended Description : Optional Renewal Year 1 Access to Care Standard Evaluations (4.1.8.9)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
18	Optional Renewal Year One Ad Hoc Reporting Services	5000.00000	HOUR	\$101.070000	\$505,350.00

Comm Code	Manufacturer	Specification	Model #
93151507			

Extended Description : Optional Renewal Year One Ad Hoc Reporting Services (4.1.9) Estimated 5000 hours. Service dates: 09/01/2020-08/31/2021

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
19	Optional Renewal Year One Ad Hoc Services	5000.00000	HOUR	\$141.420000	\$707,100.00

Comm Code	Manufacturer	Specification	Model #
93151507			

Extended Description : Optional Renewal Year One Ad Hoc Services (4.1.9) Service dates 09/01/2020-08/31/2021

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
20	Optional Renewal Year One Quality Rating System	2500.00000	HOUR	\$187.470000	\$468,675.00

Comm Code	Manufacturer	Specification	Model #
93151507			

Extended Description : Optional Renewal Year One Quality Rating System (4.1.9)
Service dates 09/01/2020-08/31/2021

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
21	Opt. Renew Yr 2 System Performance Reviews and				\$237,979.73

Comm Code	Manufacturer	Specification	Model #
93151507			

Extended Description : Optional Renewal Year Two System Performance Reviews and all Subcomponents (4.1.1)

Comments: Unit Price \$59,494.93 # of MCOs 4 = \$237,979.73

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
22	Optional Renewal Year Two Development & Validation of PIP's				\$317,595.09

Comm Code	Manufacturer	Specification	Model #
93151507			

Extended Description : Optional Renewal Year Two Development & Validation of Performance Improvement Projects (4.1.3)

Comments: Unit Price \$79,398.77 # of MCOs 4 = \$317,595.09

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
23	Opt Renew Yr 2 Qtrly Analysis-Denials, Appeals & Grievances				\$165,245.64

Comm Code	Manufacturer	Specification	Model #
93151507			

Extended Description : Optional Renewal Year Two Quarterly Analysis of Pre-Service Denials, Appeals & Grievance Reports (4.1.5)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
24	Optional Renewal Year Two Validation of Performance Measures				\$53,759.50

Comm Code	Manufacturer	Specification	Model #
93151507			

Extended Description : Optional Renewal Year Two Validation of Performance Measures (4.1.2)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
25	Optional Renewal Year Two Encounter Data Validation				\$116,434.56

Comm Code	Manufacturer	Specification	Model #
93151507			

Extended Description : Optional Renewal Year Two Encounter Data Validation (4.1.4)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
26	Optional Renewal Year Two Annual Technical Report				\$24,400.07

Comm Code	Manufacturer	Specification	Model #
93151507			

Extended Description : Optional Renewal Year Two Annual Technical Report (4.1.6)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
27	Optional Renewal Year Two Access to Care Standard Evaluation				\$23,728.20

Comm Code	Manufacturer	Specification	Model #
93151507			

Extended Description : Optional Renewal Year Two Access to Care Standard Evaluation (4.1.8.9)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
28	Optional Renewal Year Two Ad Hoc Reporting Services	5000.00000	HOUR	\$103.090000	\$515,450.00

Comm Code	Manufacturer	Specification	Model #
93151507			

Extended Description : Optional Renewal Year Two Ad Hoc Reporting Services (4.1.9)
Dates of Service 09/01/2021-08/31/2022

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
29	Optional Renewal Year Two Ad Hoc Services	5000.00000	HOUR	\$144.250000	\$721,250.00

Comm Code	Manufacturer	Specification	Model #
93151507			

Extended Description : Optional Renewal Year Two Ad Hoc Services (4.1.9)
Dates of Service 09/01/2021-08/31/2022

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
30	Opt. Renewal Year Two Quality Rating System	2500.00000	HOUR	\$191.220000	\$478,050.00

Comm Code	Manufacturer	Specification	Model #
93151507			

Extended Description : Optional Renewal Year Two Quality Rating System (4.1.9)
Dates of Service 09/01/2021-08/31/2022

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
31	Optional Renewal Yr Three Systems Performance Review				\$242,739.32

Comm Code	Manufacturer	Specification	Model #
93151507			

Extended Description : Optional Renewal Year Three Systems Performance Review and All Subcomponents (4.1.1)

Comments: Unit Price \$60,684.83 # of MCOs 4 = \$242,739.32

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
32	Optional Renewal Yr Three Development & Validation of PIP's				\$323,947.00

Comm Code	Manufacturer	Specification	Model #
93151507			

Extended Description :	Optional Renewal Yr Three Development & Validation of PIP's (4.1.3)
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Comments: Unit Price \$80,986.75 # of MCOs 4 = \$323,947.00

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
33	Opt Renewal Yr 3 Qtrly Analysis Denials, Appeals&Grievances				\$168,550.55

Comm Code	Manufacturer	Specification	Model #
93151507			

Extended Description :	Optional Renewal Year Three Quarterly Analysis of Pre-Service Denials, Appeals & Grievance Reports (4.1.5)
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Comments: Unit Price \$42,137.64 # of MCOs 4 = \$168,550.55

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
34	Optional Renewal Year 3 Validation of Performance Measures				\$54,834.69

Comm Code	Manufacturer	Specification	Model #
93151507			

Extended Description :	Optional Renewal Year 3 Validation of Performance Measures (4.1.2)
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
35	Optional Renewal Year Three Encounter Data Validation				\$118,763.25

Comm Code	Manufacturer	Specification	Model #
93151507			

Extended Description :	Optional Renewal Year Three Encounter Data Validation (4.1.4)
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
36	Optional Renewal Year Three Annual Technical Report				\$24,888.08

Comm Code	Manufacturer	Specification	Model #
93151507			

Extended Description : Optional Renewal Year Three Annual Technical Report (4.1.6)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
37	Optional Renewal Year 3 Access to Care Standard Evaluation				\$24,202.77

Comm Code	Manufacturer	Specification	Model #
93151507			

Extended Description : Optional Renewal Year 3 Access to Care Standard Evaluation (4.1.8.9)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
38	Optional Renewal Year Three Ad Hoc Reporting Services	5000.00000	HOUR	\$105.150000	\$525,750.00

Comm Code	Manufacturer	Specification	Model #
93151507			

Extended Description : Optional Renewal Year Three Ad Hoc Reporting Services (4.1.9)
Dates of Service 09/01/2022-08/31/2023

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
39	Optional Renewal Year Three Ad Hoc Services	5000.00000	HOUR	\$147.130000	\$735,650.00

Comm Code	Manufacturer	Specification	Model #
93151507			

Extended Description : Optional Renewal Year Three Ad Hoc Services (4.1.9)
Dates of Service 09/01/2022-08/31/2023

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
40	Optional Renewal Year Three-Quality Rating System	2500.00000	HOUR	\$195.050000	\$487,625.00

Comm Code	Manufacturer	Specification	Model #
93151507			

Extended Description :	Optional Renewal Year Three-Quality Rating System (4.1.9) Dates of Service 09/01/2022-08/31/2023
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West Virginia Department of Administration,
Purchasing Division
Buyer: April Battle, File #22
Solicitation No.: CRFQ 0511 BMS1900000005
Bid Opening Date: July 25, 2019
Bid Opening Time: 1:30 PM EST
Fax Number: (304) 558-3970

Medicaid External Quality Review Organization

Susan Norris, Ph.D.
Vice President, Growth & Development
777 East Park Drive
Harrisburg, Pennsylvania 17111
Phone: (717) 265-7012
E-mail: snorris@kepro.com

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TRANSMITTAL LETTER



July 25, 2019

Ms. April Battle
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

Re: CRFO 0511 BMS1900000005, Medicaid External Quality Review Organization

Dear Ms. Battle,

We thank you for the opportunity to submit our response to provide External Quality Review (EQR) Services for the State of West Virginia. I am authorized to bind KEPRO as a responder to this opportunity.

The KEPRO Team is an objective, experienced partner for quality management and oversight efforts. KEPRO has decades of experience as an independent, impartial third party responsible for quality management and monitoring. KEPRO has provided quality improvement and care management services since 1985 offering innovative and outcomes-focused solutions to reduce the unnecessary use of health care resources and optimize the quality of life and ability to live independently for the Beneficiaries we serve. We offer best practices from other states and national efforts to address healthcare issues and challenges. We have direct and expansive experience managing State Medicaid programs for Beneficiaries with chronic medical conditions.

KEPRO is designated as a Quality Improvement Organization (QIO) by the Centers for Medicare and Medicaid Services (CMS) and is the Beneficiary & Family Centered Care QIO (BFCC-QIO) for 29 states, reflecting CMS' recognition and trust of KEPRO's capabilities to meet state and federal requirements. As the BFCC-QIO, KEPRO administers this important program for over 55 million seniors and other beneficiaries. Additionally, KEPRO is URAC- accredited for Health Utilization Management, Case Management, and Disease Management.

We also serve as the TRICARE Quality Monitoring Contractor (TQMC) for the Department of Defense, collecting and analyzing quality measures and ensuring quality of care for all active-duty service members and their families at home and abroad—a total of more than 9 million beneficiaries. As a part of our services to TRICARE, a relevant external quality review component includes HEDIS audits of Military Treatment Facilities (MTF) and reporting of results (conducted by subcontractor Healthcare Data Company, which has NCQA certifications as a HEDIS Audit Vendor).

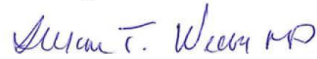
777 East Park Drive • Harrisburg, PA 17111 • Telephone 717.564.8288 • www.kepro.com

As experts, our team of medical and technical professionals analyzes volumes of data and identifies issues related to timeliness, quality, and access to care. This process reveals the nuances of program performance, including its impact on population health. We provide valuable, actionable feedback to the Managed Care Entity (MCE) about their Performance Improvement Projects (PIPs), including an evaluation of project design, validation measures, and interventions. As a result of our comprehensive model, North Carolina can meet EQRO requirements while ensuring that members are receiving the highest-quality, most efficient and appropriate care.

KEPRO offers the most effective and efficient solution to design, implement, operate and coordinate all aspects of the EQR program. Our plan defines specific tasks, milestones, deliverables, responsible parties, and start and end dates for each task. This road map is designed to support all of the Department's goals, needs, and requirements. We describe our methods to perform all items and provide deliverables, reports, policies, and training within programmatic and performance specifications. We will also incorporate our Quality Assurance and Performance Management Systems to continually and proactively monitor our delivery of services for this program.

Should you require further information, please do not hesitate to contact me at (919) 264-3513 or via email at sweaver@kepro.com.

Sincerely,



Susan T. Weaver, MD, FACP
President

ADDENDUM ACKNOWLEDGEMENT FORM

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: CRFQ BMS190000005

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

<input checked="" type="checkbox"/> Addendum No. 1	<input type="checkbox"/> Addendum No. 6
<input checked="" type="checkbox"/> Addendum No. 2	<input type="checkbox"/> Addendum No. 7
<input type="checkbox"/> Addendum No. 3	<input type="checkbox"/> Addendum No. 8
<input type="checkbox"/> Addendum No. 4	<input type="checkbox"/> Addendum No. 9
<input type="checkbox"/> Addendum No. 5	<input type="checkbox"/> Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Keystone Peer Review Organization, Inc.

Company



Authorized Signature

July 23, 2019

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

I. Instructions to Vendors Submitting Bids

We have thoroughly reviewed the content provided by the Bureau in the Instructions to Vendors Submitting Bids. The table below provides detail on our compliance with RFQ instructions.

RFQ Instruction	Response
1. Review Documents Thoroughly	We understand that these instructions contain critical information regarding proposal requirements that, if overlooked or unanswered, could lead to disqualification of our bid. All instructions have been followed throughout this proposal response.
2. Mandatory Terms	We understand that failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. Prebid Meeting	KEPRO attended the mandatory pre-bid meeting on July 17, 2019.
4. Vendor Question Deadline	KEPRO submitted questions per the RFQ deadline.
5. Verbal Communication	KEPRO understands that only information issued in writing and added to the Solicitation by an official written addendum is binding.
6. Bid Submission	KEPRO understands all bid submission requirements.
7. Bid Opening	KEPRO understands all Bid Opening instructions.
8. Addendum Acknowledgement	We submit the required Addendum Acknowledgement documentation with this response.
9. Bid Formatting	KEPRO understands and has complied with Bid Formatting instructions.
10. Alternate Model or Brand	Per the RFQ, not applicable to this procurement.
11. Exceptions and Clarifications	We do not include exceptions or clarifications with this response.
12. Communication Limitations	KEPRO understands and has complied with communication instructions for this procurement.
13. Registration	KEPRO is currently registered with the West Virginia Purchasing Division and all fees are current.
14. Unit Price	All submitted pricing adheres to this requirement.
15. Preference	KEPRO does not claim this preference.
15.A. Reciprocal Preference	KEPRO does not claim this preference.
16. Small, Women-Owned, or Minority-Owned Businesses	KEPRO does not claim this preference.



RFQ Instruction	Response
17. Waiver of Minor Irregularities	We understand the Director’s right to waive minor irregularities in the bid per West Virginia Code of State Rules§ 148-1-4.6.
18. Electronic File Access Restrictions	KEPRO’s final response files as submitted in wvOASIS do not include any encryption or protection.
19. Non-Responsible	We have previously provided these services to state Medicaid agencies and are fully capable of performing these services upon potential award, with integrity, reliability, and assuring good-faith performance for BMS.
20. Acceptance/Rejection	KEPRO understands that the State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules§ 148-1-4.5. and§ 148-1-6.4. b.
21. Your Submission is a Public Document	We understand that the response to the Solicitation and the resulting Contract are public documents.
22. Interested Party Disclosure	Per RFQ instructions, KEPRO will provide the completed and signed Disclosure of Interested Parties to Contracts form prior to contract award.
23. With the Bid Requirements	KEPRO understands bid requirement instructions.

II. General Terms and Conditions

KEPRO agrees with all General Terms and Conditions specified by the Bureau in the RFQ, which include the following:

1. Contractual Agreement
2. Definitions
3. Contract Term; Renewal; Extension
4. Notice to Proceed
5. Quantities
6. Emergency Purchases
7. Required Documents
8. Insurance
9. Workers Compensation Insurance
10. [Reserved]
11. Liquidated Damages
12. Acceptance
13. Pricing
14. Payment in Arrears
15. Payment Methods
16. Taxes
17. Additional Fees
18. Funding
19. Cancellation
20. Time
21. Applicable Law
22. Compliance with Laws
23. Arbitration
24. Modifications
25. Waiver
26. Subsequent Forms
27. Assignment
28. Warranty
29. State Employees
30. Privacy, Security, and Confidentiality
31. Your Submission is a Public Document
32. Licensing
33. Antitrust
34. Vendor Certifications
35. Vendor Relationship
36. Indemnification
37. Purchasing Affidavit (signed and included with this response as **Attachment 1**)
38. Additional Agency and Local Government Use
39. Conflict of Interest
40. Reports
41. Background Check
42. Preference for Use of Domestic Steel Products
43. Preference for Use of Domestic Aluminum, Glass, and Steel
44. Interested Party Supplemental Disclosure

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Susan T. Weaver MD
(Name, Title)
Susan Weaver, MD, FACP, President
(Printed Name and Title)
777 East Park Drive, Harrisburg, PA 17111
(Address)
919-264-3513 / 717-564-3862
(Phone Number) / (Fax Number)
sweaver@kepro.com
(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Keystone Peer Review Organization, Inc. (KEPRO)
(Company)
Susan T. Weaver MD
Susan T. Weaver, MD, FACP, President
(Authorized Signature) (Representative Name, Title)

Susan Weaver, MD, FACP, President
(Printed Name and Title of Authorized Representative)

July 19, 2019
(Date)

919-264-3513
(Phone Number) (Fax Number)

Revised 01/24/2019

Licenses/Certifications/Permits

KEPRO agrees to furnish proof of the following credentials prior to Contract award in a form acceptable to the Purchasing Division:

- Certified in Healthcare Compliance (CHC) Certificate
- Certification of being a Quality Improvement Organization (QIO) or QIO-like entity

We also agree to furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award.

Insurance

KEPRO meets all insurance requirements for Commercial/General Liability Insurance in at least an amount of \$1,000,000 per occurrence. We will include the State as an additional insured on each policy and furnish proof of the insurance prior to Contract award.

AGENCY CUSTOMER ID: CN102336748
 LOC #: Pittsburgh



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh USA Inc.		NAMED INSURED Keystone Peer Review Organization Holdings, Inc. Attention: Barb Shearer 777 E Park Dr. Harrisburg, PA 17111	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Additional Named Insureds under these programs are: KEPRO Acquisitions, Inc., Health Information Design, LLC, Ohio KEPRO, Inc., APS Healthcare - OR, Inc., APS Healthcare Bethesda, Inc., Health Information Design, LLC, Innovative Resource Group, LLC., Kingsman Holdings LP., Keystone Peer Review Organization, Inc.

III. SPECIFICATIONS

KEPRO attests that it understands and has the knowledge, processes and personnel to meet or exceed the requirements as listed in the RFQ Specifications. Further details concerning this are listed in the following sections.

1. Purpose & Scope

KEPRO attests that we recognize and understand the purpose and scope of the services to be rendered by an External Review Organization and structure of the West Virginia Mountain Health Trust Medicaid managed care program and its Specialized Managed Care for Children and Youth program as outlined below.

PURPOSE AND SCOPE: The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Health and Human Resources' Bureau for Medical Services, hereinafter referred to as the "Bureau" or "BMS," to establish a contract for services rendered by an External Quality Review Organization ("EQRO") for the West Virginia Mountain Health Trust ("MHT") Medicaid managed care program and its Specialized Managed Care for Children and Youth program in accordance with the outlined specifications. Vendors should note services provided under this contract will be made available to the West Virginia Children's Health Insurance Program (WVCHIP), effective July 1, 2020. Note that each agency has separate management teams, plan designs, and requirements. Separate billing and reporting is required for each agency.

The Mountain Health Trust (MHT) Program is the West Virginia Medicaid managed care program that is operated under a 1915(b) waiver. The program emphasizes the effective organization, financing, and delivery of health care services as a means to improve Medicaid beneficiary access to care and enhance quality through the provision of coordinated services. MHT is overseen by the Office of Managed Care within the Bureau for Medical Services (BMS).

As of July 1, 2019, the program will enroll all eligible Medicaid recipients with the exception of Medicare dual eligibles, foster care children (effective January 1, 2020), waiver populations, and pre/post-transplant recipients. BMS has developed comprehensive capitated risk-based contracts with three (3) Managed Care Organizations (MCOs), each of which is licensed by the West Virginia Offices of the Insurance Commissioner. As of July 2019, approximately 387,000 individuals are enrolled in WV Medicaid managed care.

The Specialized Managed Care for Children and Youth will be effective January 1, 2020. This MCO will be responsible for the oversight and care management of children in state custody, adoption placement, kinship placement, etc. As of July 1, 2019, this program would care for approximately 19,000 youth.

The EQRO will be contracted to assist with quality oversight and compliance with federal requirements outlined in 42 CFR 438, regarding validation of performance improvement projects (PIPs), validation of performance measures, compliance review, encounter data

validation, and reporting. MCOs are required to cooperate with the EQRO and provide to the State all reports, findings, and other results of any External Quality Review (EQR) activity.

Healthcare PIPs are intended to assess and improve processes and outcomes of care and must be designed, conducted, and reported in a methodologically sound manner to assure confidence in the reported improvements. Performance measures are determined by BMS, which provides the EQRO with information concerning the performance measures to be calculated, the specifications to be followed in calculating these measures, and the manner and mechanisms for reporting. The annual compliance review consists of comparison of the MCO quality policies and procedures to the MHT quality management program standards in the applicable MCO contract. The same procedures shall be applicable to the Specialized MCO program upon establishment.

As allowed under 42 CFR 438.360, BMS may exercise its authority to rely on other review results such as Medicare or private accreditation organization reviews as part of the MHT and Specialized Managed Care compliance reviews. Reports provided by the EQRO will be used to develop ongoing review and evaluation strategies and are available to the public as permitted within federal regulation.

Attachment 1 "Delivery Orders issued from contract awarded as a result of the solicitations may be covered in part or in whole by federal funds and thus this solicitation and its resulting awarded contract are subject to the requirements of Attachment 1. Provisions Required For Federally Funded Procurements".

NOTE: The WVDHHR has developed an Equal Employment Opportunity Plan (EEOP) Utilization Report and it is available at:

<http://www.wvdhhr.org/pdfs/H1.5%20Utilization%20Report%20and%20EEO%20policy.pdf>

2. Definitions

KEPRO attests that it understands the terms and meanings assigned to them provided by the State in the RFQ Specifications and the additional definitions found in section 2 of the General Terms and Conditions.

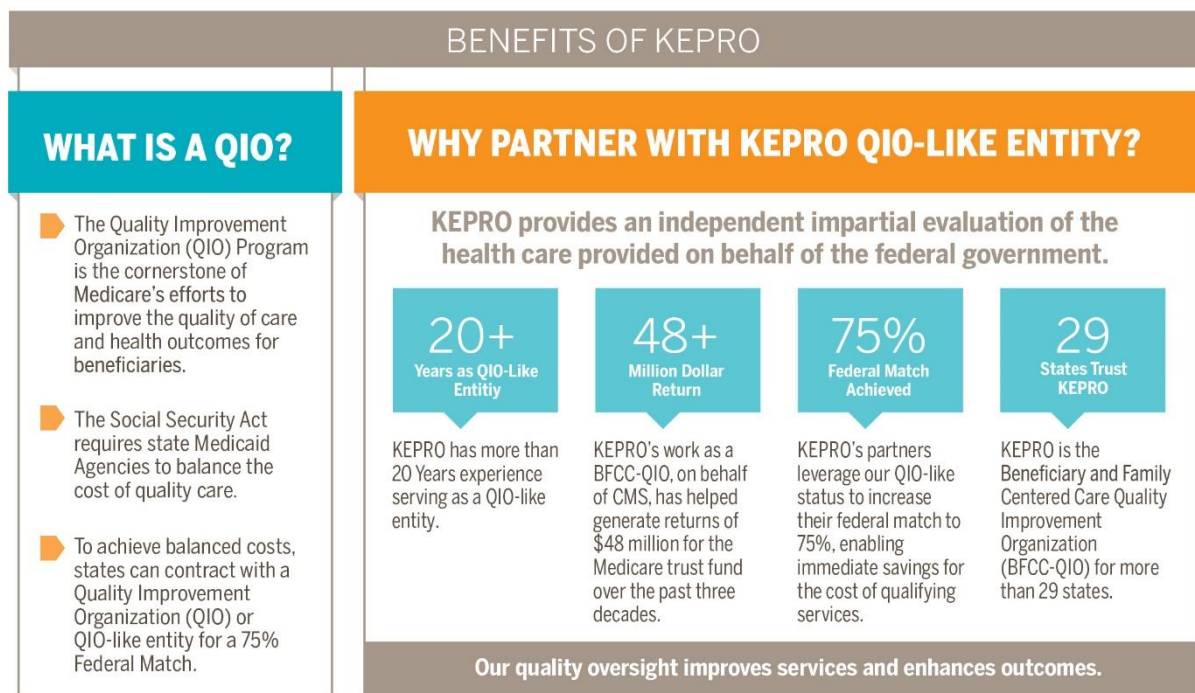
3. Qualifications

KEPRO attests that we will comply with the qualifications listed in the specifications as indicated below.

3.1. The vendor shall be a federally designated Quality Improvement Organization (QIO) or QIO-like entity as defined by the Centers for Medicare and Medicaid Services (CMS).

KEPRO has been a QIO since our inception in 1985 and is currently the Beneficiary and Family Center (BFCC)-QIO in 29 states including West Virginia. In addition, we maintain QIO-like status. Documentation of these qualifications are located in **Attachment 2**. BMS will benefit from our QIO and QIO-like status, noted in Figure 1, because we infuse quality practices into every step of our impartial EQR processes.

Figure 1: KEPRO Brings Proven Experience to BMS



3.2. The vendor shall demonstrate that it meets the qualifications of an EQRO as set forth in 42 CFR 438 subpart E, specifically 42 CFR 438.354, by submission of a cover letter prior to award attesting that it meets each competence and independence requirement outlined in subsection b and c of 42 CFR 438.354.

KEPRO confirms that it meets all the qualification requirements of 42 CFR § 438.354 and as described below. We further confirm that all our subcontractors have been asked to sign an attestation that complies with this language. Any subcontractor that will not or cannot truthfully sign the attestation will not be offered a subcontract.

- I. **Competency Requirements.** KEPRO meets the competency requirements as an EQRO. Pursuant to 42 C.F.R. 438.354(b) must have at a minimum the following:
 - a. Staff with demonstrated experience and knowledge of:
 - i. Medicaid beneficiaries, policies, data systems, and processes;

- ii. Managed care delivery systems, organizations, and financing;
 - iii. Quality assessment and improvement methods; and
 - iv. Research design and methodology, including statistical analysis.
 - b. Sufficient physical, technological, and financial resources to conduct EQR and EQR-related activities; and
 - c. Other clinical and nonclinical skills necessary to carry out EQR or EQR-related activities and to oversee the work of any subcontracts.
- II. **Independence Requirements.** KEPRO meets the independence requirements of 42 C.F.R. 438.354(c). KEPRO is independent from the State Medicaid agency and from the MCOs, PIHPs, PAHPs, or PCCM entities that it reviews.
 - a. KEPRO does not review any MCO, PIHP, PAHP, or PCCM entity or a competitor operating in the State, over which the KEPRO exerts control or which exerts control over KEPRO (as used here, “control” has the meaning given the term in 48 C.F.R. 19.101) through stock ownership; stock options and convertible debentures; voting trusts; common management, including interlocking management; and contractual relationships.
 - b. KEPRO does not deliver any health care services to Medicaid beneficiaries;
 - c. KEPRO does not conduct, on the State’s behalf, ongoing Medicaid managed care program operations related to oversight of the quality of MCO, PIHP, PAHP, or PCCM entity services, except for the related activities specified in 42 C.F.R. 438.358.
 - d. KEPRO does not review any MCO, PIHP, PAHP or PCCM entity for which it is conducting or has conducted an accreditation review within the previous 3 years.
 - e. KEPRO does not have a present, or known future, direct or indirect financial relationship (as defined in 42 C.F.R. 438.320) with an MCO, PIHP, PAHP, or PCCM entity that it will review as an EQRO.

3.3. The vendor shall have a minimum of ten (10) years of experience performing EQR activities for a State Medicaid managed care program.

KEPRO has 14 years as an EQRO and our experience has encompassed traditional EQR activities, assistance with readiness assessment for new plans, and ongoing consultation. Since 2005, the KEPRO team has been the contracted EQRO for MassHealth, the Massachusetts Medicaid program, for its 27 contracted managed care entities (managed care organizations, Medicaid–Medicare plans, prepaid inpatient health plans, primary care case management plans, accountable care organizations, and senior care organizations). We monitor the quality of programs and services provided by each managed care partner, validating quality measures and assessing PIPs. KEPRO validates compliance with federal Medicaid-managed care regulations on a triennial basis, with the last review conducted in 2017.

3.4. The vendor shall submit three (3) references from different states as part of its bid submission.

Company Name and Address	Company Contact with email address and phone number	Summary of services provided which are relevant to the scope and requirements of this RFP, including number of beneficiaries served and length of relationship
1. MassHealth Quality Office 100 Hancock Street Quincy, MA 02471	Jillian Richard-Daniels, MA, MPH Project Director Email: jillian.richard@state.ma.us Phone: (617) 847-3722	Since 2005, the KEPRO Team has provided EQRO for MassHealth, the Massachusetts Medicaid program, for its 27 contracted managed care entities (managed care organizations, Medicare–Medicaid plans, prepaid inpatient health plans, primary care case management plans, senior care organizations, and accountable care organizations). We monitor the quality of programs and services provided by MassHealth’s managed care partners. Requirements include validating performance measures, assessing PIPs, and conducting scheduled compliance reviews. Over our 14 years as MassHealth’s EQRO, our experience has encompassed traditional EQR activities, assistance with readiness assessment for new plans, and ongoing consultation with the Commonwealth. Number of Beneficiaries Served: 1.5M
2. ASES (Health Insurance Administration of Puerto Rico) P.O. Box 195661 San Juan, PR 00926-2703	Milagros Soto Mejia Planning and Quality Affairs Division Director Email: msoto@asespr.org Phone: (787) 474-3300 ext. 3221	Since 2012 KEPRO has provided services to ASES. Current services include: Assess MCOs compliance with the state requirements for UM reviews, Special Coverage Program, Disease Management Program, Prior Authorizations, and PCP Incentive Program. Number of Beneficiaries Served: 1.6M
3. Virginia Department of Medical Assistance Services (DMAS) 600 East Broad Street, Suite #1300 Richmond, VA 23219	Senthia Barlow, MSW Virginia Prior Authorization Services Administration Email: senthia.barlow@dmas.virgia.gov Phone: 804-225-4270	For the past 13 years KEPRO has provided services to the State of Virginia Department of Medical Assistance Services. Current services include: Administer external appeal reviews for Medicaid MCOs post member exhaustion of MCOs’ internal appeal review options. Current services include: Perform preauthorization and concurrent review of Inpatient and Outpatient services, and Appeal management for FFS populations. Conduct eligibility and needs review for the following waivers: <ul style="list-style-type: none"> • Early and Periodic Screening Diagnostic and Treatment Waiver (EPSDT) • Elderly or Disabled with Consumer Direction Waiver (EDCD) • Individual and Family Developmental Disabilities Support Waiver (DD)



Company Name and Address	Company Contact with email address and phone number	Summary of services provided which are relevant to the scope and requirements of this RFP, including number of beneficiaries served and length of relationship
		<ul style="list-style-type: none"> • Technology Assisted Waiver (TW) • Money Follows the Person (MFP) Number of Beneficiaries Served: 1.1M
4.State of Florida Agency for Health Care Administration Office of Substance Abuse and Mental Health 1317 Winewood Blvd., Building 6 room 226 Tallahassee, FL 32399	Constance Hill, Contract Manager Email: Constance.Hill@ahca.myflorida.com Phone: (850) 412-4233	For over 11 years KEPRO has provided services to the State of Florida Agency for Health Care Administration. Current services include: Receive and review Level I and Level II referrals; schedule, track, and conduct evaluations through record review and in-person assessments to determine service appropriateness of placement and service needs, including coordinating and tracking specialized services (SS); SS plan of care recommendations, provider training and technical assistance Number of beneficiaries served: 3.9M

3.5. The vendor shall assign a Quality Improvement Director to serve as Project Manager with at least (5) years of experience working with State Medicaid managed care programs on EQR activities as part of an EQRO. The Project Manager shall have a current designation as Certified in Healthcare Compliance (CHC) or be a Certified Professional in Healthcare Quality. The Quality Improvement Director shall be responsible for all communications with the Bureau related to the activities defined within the procurement.

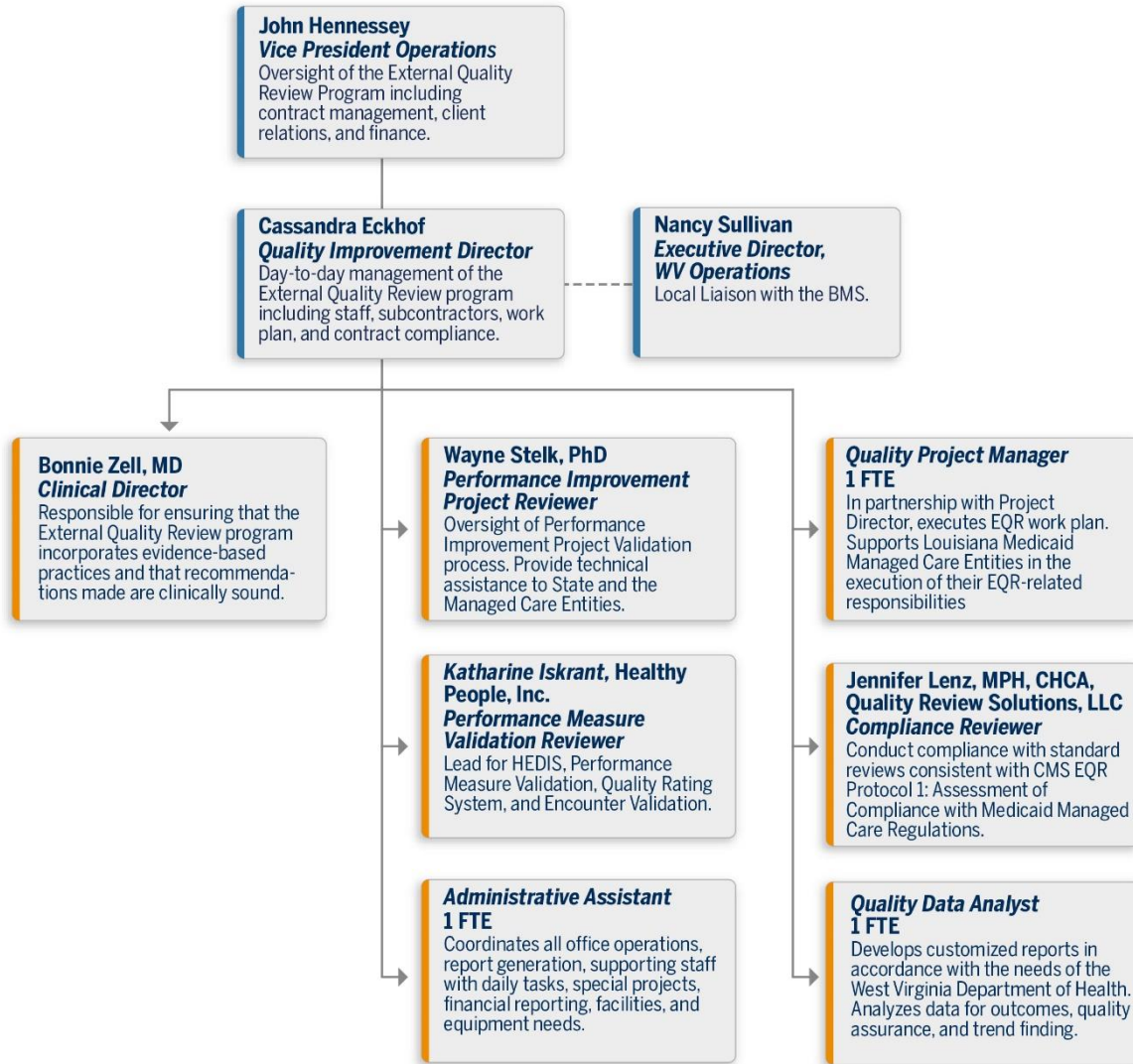
We propose Cassandra Eckhof, in the role of Quality Improvement Director to serve as the Project Manager for the West Virginia EQRO program including personnel, systems, and facilities. Cassandra has over 5 years’ experience working with State Medicaid managed care programs on EQR activities as part of an EQRO. Cassandra has more than twenty-five years’ experience in managed care. Her core competencies include quality management; project management; contract compliance, cross-functional team leadership; and managed care operations. She is in the process of renewing her CPHQ certification and will have in place at the time of contract go live.

3.6. The vendor shall identify all necessary personnel and support staff needed for completing the requirements of this solicitation prior to award. Because pricing is not driven by staff positions but rather by activities underway, the vendor shall account for all staffing needed to meet the outlined deliverables within their cost bid submission.

KEPRO attests that it has identified all the necessary personnel and support staff needed for completing the requirements of this solicitation and have accounted for all staffing needed to meet the outlined deliverables within our cost bid submission. The EQRO team is ready and engaged to begin immediately after contract award. Each team member has clearly defined roles and responsibilities, as well as a history of consistent work toward achieving client-focused SMART (specific, measurable, achievable, relevant, and time-based) goals. Our team will meet all program requirements, leveraging technology as appropriate. KEPRO's understanding of the EQRO business and the seasonality of the work reduces costs. Figure 2 depicts the organizational chart of the project team.

Figure 1: EQRO Organizational Chart

Our proposed project team has the experience and expertise to complete all scope of work activities.



4. Mandatory Requirements

4.1 Mandatory Contract Services Requirements and Deliverables:

KEPRO attests that we have the knowledge, processes, and personnel that will meet or exceed all mandatory requirements specified in section 4.1 including the following:

4.1.1 External Quality Review Activities

4.1.1.1 KEPRO must perform the Systems Performance Review (SPR) to assess each MCO's compliance with state and federal laws and regulations. This assessment includes determining the adequacy and effectiveness of the MCO's operational infrastructure and evaluating the quality of services provided to Medicaid recipients. The SPR shall be performed on an annual basis, but in a phased approach, in which measures are evaluated over a three (3) year period based on implementation date. The SPR will be a comprehensive review of all standards.

4.1.1.2 KEPRO must conduct the following activities related to the SPR:

4.1.1.2.1 An annual intermediate desktop or onsite follow-up review for MCOs receiving partially met or unmet findings from the previous SPR to determine compliance with Corrective Action Plans (CAP).

4.1.1.2.2 Conduct desktop reviews for baseline standards.

4.1.1.2.3 Issue an assessment report, recommendations, and/or additional CAPs resulting from intermediate or baseline reviews. Documentation is to be provided electronically to BMS within 10 business days of any review.

4.1.1.2.4 Offer technical assistance to MCOs to resolve deficiencies as needed.

4.1.1.3 KEPRO must develop, and ensure ongoing compliance, a protocol and timeline for the SPR consistent with the CMS EQR Protocol 1: Assessment of Compliance with Medicaid Managed Care Regulations.

4.1.1.4 KEPRO must develop a timeline for initiation, performance and completion of all SPR activities. The timeline shall conclude with the issuance of the final audit reports to the MCOs and BMS by May 31 of the contract year, or a timeframe otherwise agreed upon by BMS. The timeline shall account for the following activities:

4.1.1.4.1 Obtaining BMS approval for preliminary and final audit reports.

4.1.1.4.2 Submitting preliminary reports to the MCOs for review and comment.

4.1.1.4.3 Receiving Corrective Action Plans from the MCOs for analysis and inclusion into the final reports.

4.1.1.5 KEPRO must submit electronically to BMS any recommended updates or revisions to the SPR review criteria annually by September 30 of each

year, or as requested by the State within thirty (30) days notice.

- 4.1.1.6** KEPRO must prepare a crosswalk of SPR review criteria to NCQA Accreditation standards to determine which SPR review criteria are eligible for deeming, in accordance with when each MCO has received NCQA accreditation. BMS shall have final approval of all SPR review criteria and deemed standards.
- 4.1.1.7** KEPRO must provide electronically all criteria as outlined within the CMS protocols in a BMS-approved Orientation Manual that shall be distributed to the MCOs at the annual on-site Orientation Kickoff meeting between the EQRO, MCOs, and BMS. The criteria shall include references to the applicable MCO contract and federal regulations, including 42 CFR 438.350 and all associated subsections. The vendor shall provide forty (40) hard copies for those in attendance.
- 4.1.1.8** Prior to the onsite SPR review, KEPRO must obtain information from each MCO consisting of at least a pre-site survey, and all applicable written plans, policies, and procedures for a desktop review. The deadline for submission of documentation shall be outlined within the timeline referenced in 4.1.1.3.
- 4.1.1.9** Upon completion of the desktop review, KEPRO must schedule an on-site review with each MCO at the administrative office of that MCO's choosing. A date for the on-site review shall be established within thirty (30) days of the desktop review. The onsite review shall conclude with an exit interview that provides the MCO with a significant review finding, probable areas of non-compliance, and possible areas that can be clarified or corrected with additional information from the MCO.
- 4.1.1.10** KEPRO must send a letter identifying all areas of non-compliance or requests for additional information within ten (10) business days of the review and permit the MCO ten (10) business days to respond to the letter. Each letter shall be reviewed and approved by BMS.
- 4.1.1.11** KEPRO must develop a preliminary report of findings for each MCO within thirty (30) days of the SPR, with each report subject to the approval by BMS. The vendor's report shall inform each MCO when any CAPs are due.
- 4.1.1.12** KEPRO must collect, review, and evaluate all complete CAPs within ten (10) business days of submission by the MCO, and include information from the CAP in each MCO's SPR report.
- 4.1.1.13** KEPRO must include the following information in its final report to each MCO:
 - 4.1.1.13.1** Objectives, technical methods of data collection and analysis, and data obtained for each contract activity, including validated performance measurement data.
 - 4.1.1.13.2** Conclusions drawn from the data, including assessment of MCO strengths and weaknesses with respect to the timeliness, access, and quality of healthcare services furnished to members.

- 4.1.2.3** KEPRO must work directly with other BMS vendors, including, but not limited to, the BMS data warehouse entity and BMS fiscal agent, that perform HEDIS measure validation and encounter data analysis.
- 4.1.2.4** KEPRO must be responsible for validating any additional performance measures designated by the Bureau for other health care initiatives.
- 4.1.2.5** KEPRO must provide the results and findings of performance measures to BMS, and incorporate the results into the ATR.

4.1.3 Development and Validation of Performance Improvement Projects (PIPs)

- 4.1.3.1** KEPRO must develop, in collaboration with BMS and the MCOs, and support all requested MCO performance improvement projects, including any required by CMS throughout the course of the contract.
- 4.1.3.2** KEPRO must develop and submit for approval to BMS a protocol for validating each PIP. The protocol shall meet the requirements of CMS EQR Protocol 3: Validating Performance Improvement Projects.
- 4.1.3.3** KEPRO must provide technical assistance to the MCOs using CMS EQR Protocol 7: Implementation of Performance Improvement Projects.
- 4.1.3.4** KEPRO must ensure its protocol remains compliant with any changes to the CMS EQR Protocol.
- 4.1.3.5** KEPRO must work with the MCOs to develop a timeline for all PIP activities to be conducted by the MCO and for KEPRO to validate the results.
- 4.1.3.6** KEPRO must develop a timeline for the initiation, performance, and completion of PIP validation, including submission of reports for review and approval by BMS.
- 4.1.3.7** KEPRO must develop a template(s) for the following reports to be submitted to BMS for approval, within sixty (60) days of award:
 - 4.1.3.7.1** MCO PIP Project Update
 - 4.1.3.7.2** Annual PIP Updates
 - 4.1.3.7.3** Final PIP Report
- 4.1.3.8** KEPRO must provide technical assistance to BMS throughout the selection, development, and implementation of each PIP cycle.
- 4.1.3.9** KEPRO must submit each report to BMS electronically for approval prior to finalization, and incorporate the results, findings, and recommendations of the Annual and Final PIP Reports into the ATR. PIP reports shall be submitted within thirty (30) days of MCO review.

4.1.4 Encounter Data Validation (EDV)

- 4.1.4.1** KEPRO must conduct an annual EDV audit to verify the accuracy of encounter data compared to the rendering provider's medical record.

- 4.1.4.2** KEPRO must develop and submit a protocol for EDV for BMS approval. The protocol shall meet the requirements of CMS EQR Protocol 4: Validation of Encounter Data Submitted by the MCO.
- 4.1.4.3** KEPRO must be responsible for ensuring its protocol remains compliant with any changes to the CMS EQR Protocol.
- 4.1.4.4** KEPRO must develop a timeline and report templates for conducting the EDV within sixty (60) days of award and submit electronically to BMS for approval.
- 4.1.4.5** KEPRO must receive a randomly selected, statistically valid sample of encounters from the Department's fiscal agent and/or data warehouse for analysis purposes.
- 4.1.4.6** KEPRO must contact the providers and arrange for completion of the medical record reviews within thirty (30) days of provider's receipt of the sample. Contacts shall include two mailed requests and phone follow-up to non-responders.
- 4.1.4.7** KEPRO must ensure that every effort shall be made to complete all reviews to yield a statistically valid sample of encounters.
- 4.1.4.8** KEPRO must submit a final report to BMS electronically for approval that includes the scope of the EDV and the analysis results, by June 30 of each contract year.
- 4.1.4.9** KEPRO must incorporate the results, findings, and recommendations of the EDV into the ATR.

4.1.5 Quarterly Analysis of Reports of Pre-Service Denials, Appeals and Grievances

- 4.1.5.1** KEPRO must design and perform focused quality studies on a quarterly basis to determine MCO compliance with appropriate denials of service and appropriate handling of appeals and grievances. KEPRO shall develop instructions and templates for MCO submission of this information within sixty (60) days of award for BMS approval.
- 4.1.5.2** KEPRO must use EQR Protocol 8: Conducting Focused Studies of Health Care Quality to guide implementation and design.
- 4.1.5.3** KEPRO is responsible for ensuring its protocol remains compliant with any changes to the CMS EQR Protocol.
- 4.1.5.4** KEPRO must develop the study design, timelines, materials, sampling methodologies, analysis methodologies, and reporting templates, with approval from BMS within sixty (60) days of award.
- 4.1.5.5** KEPRO must work in conjunction with BMS and the MCOs to obtain and validate the information required to conduct the studies in accordance with their designs. Within sixty (60) days of award, KEPRO must submit" for BMS approval, the protocols by which they will obtain and validate information.
- 4.1.5.6** KEPRO must review and approve all MCO-submitted CAPs for

areas of non-compliance within thirty (30) days of submission.

- 4.1.5.7** KEPRO must include CAP information in the final annual reports.
- 4.1.5.8** KEPRO must maintain documentation of all aspects of the studies and make this information available to BMS within five (5) days of request.
- 4.1.5.9** KEPRO must submit annual final reports to BMS that compile the results of the quarterly studies. Reports are to be submitted electronically based on a deadline to be determined by BMS in consultation with KEPRO.

4.1.6 Annual Technical Report (ATR)

- 4.1.6.2** KEPRO must produce a final ATR that meets all requirements under 42 CFR 438.364 (<https://www.law.cornel.edu/cfr/text/42/438.364>). The ATR is to be provided electronically to BMS by March 30 of each contract year.
- 4.1.6.3** The ATR must describe the manner in which the data from all EQR activities were aggregated and analyzed, and the way in which conclusions were drawn as to the timeliness, quality, and access to care provided by the MCO.
- 4.1.6.4** For each EQR activity conducted, the ATR must include objective, technical methods of data collection and analysis, description of data obtained, conclusions drawn from the data, and recommendations for program improvement.
- 4.1.6.5** KEPRO must follow the formatting requirements for the ATR as set forth in Section 508 of the Rehabilitation Act, 29 USC 794d, (<https://www.law.cornel.edu/uscode/text/29/794d>), unless an alternative format is agreed upon by BMS.
- 4.1.6.6** KEPRO must finalize the ATR by April 30 of each contract year.

4.1.7 Technical Assistance

- 4.1.7.1** KEPRO must provide technical assistance to each MCO as needed for activities outlined within this solicitation.
- 4.1.7.2** Within ten (10) days of the Bureau's request, KEPRO must provide technical assistance based on expertise and experience, to other relevant inquiries and initiatives.
- 4.1.7.3** KEPRO must provide recommendations to the Bureau about improvement of its quality initiatives on an ad hoc basis.

4.1.8 Additional Deliverables

- 4.1.8.1** KEPRO must submit to BMS a written progress report and invoice by the 15th of each month for the preceding months' work of all tasks completed that are related to the functions outlined within this solicitation.

- 4.1.8.2** KEPRO must be available for weekly conference call meetings to discuss progress on deliverables outlined within this solicitation, as determined by the Bureau.
- 4.1.8.3** KEPRO must organize and facilitate the annual EQRO Orientation Kick-off Meeting hosted by the Bureau in December/January of each year. KEPRO must submit all documents for the meeting at least five (5) business days in advance and is responsible for conducting a walkthrough of the Orientation Manual for the meeting.
- 4.1.8.4** Dates and/or timeframes for all EQR activities are noted within this solicitation or are yet to be determined and must be mutually agreed upon by KEPRO and BMS after award.
- 4.1.8.5** KEPRO must develop and maintain a secure HIPAA-compliant web portal to facilitate exchange of information between KEPRO and BMS, and KEPRO and MCOs.
- 4.1.8.6** KEPRO must ensure the portal houses all reports, templates, and documents used for conducting the activities outlined in this procurement.
- 4.1.8.7** Prior to completion of the contract, KEPRO must work with any newly contracted vendor to transition all work products to help with the transition period.
- 4.1.8.8** KEPRO and BMS must hold a kick-off meeting no later than fifteen (15) business days after contract award to discuss implementation of the work plan.
- 4.1.8.9** On an annual basis, KEPRO must conduct access to care evaluations by contacting provider offices after hours to determine if 24/7 access is available to members. Reports will be provided to each MCO on the provider pool sampled by KEPRO. The methodology by which KEPRO shall provide such services must be approved by the State prior to implementing.

4.1.9 Ad Hoc Services

- 4.1.9.1** KEPRO must provide any other quality-related services as needed by the Bureau, not outlined within the specifications of the solicitation.
- 4.1.9.2** Within thirty (30) days of request KEPRO must provide technical assistance to the fiscal agent and Bureau as needed for supporting development of the Consumer Report Card (CRC).
- 4.1.9.3** Within thirty (30) days of request, KEPRO must develop and implement a Quality Rating System in compliance with the CMS Managed Care Final Rule, issued April 25, 2016 and under CFR 438.334 and associated CFR's. The rating system, as yet to be defined by CMS, shall encompass all necessary requirements of CMS for compliance with federal regulations. The proposed rating system shall include, at a minimum, clinical quality consumer experience and efficiency, and, if applicable, affordability information for each MCO. The vendor shall be responsible for collecting necessary data from each Medicaid MCO with which the State contracts

and issue an annual quality rating for each MC O. The information shall be prominently displayed on a public facing portal maintained by KEPRO.

5. Contract Award

KEPRO attests that it understands the information and instructions regarding contract award provided in the RFQ Specifications document including the items listed below.

5.1 Contract Award: The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

5.2 Pricing Page: KEPRO has completed the Pricing Page by completing the attached spreadsheet, **Attachment 3** and submitted per the instructions.

5.3 Ordering Procedures: During the life of the contract with each Statement of Work (SOW), the Agency shall provide instruction to the vendor on any required documentation to accompany the SOW that is necessary for processing the SOW. Documentation may include, but is not limited to, staff resumes, education certifications, professional licenses, etc.

Delivery Orders in excess of \$250,000.00 shall require processing as a Centralized Delivery Order through the WV State Purchasing Division. Delivery Orders of \$250,000.00 or less will be processed as Agency Delivery Orders.

6. Performance

KEPRO attests that it understands the information and instructions regarding performance provided in the RFQ Specifications document including the items listed below.

PERFORMANCE: KEPRO and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, KEPRO shall perform in accordance with the release orders that may be issued against this Contract.

7. Payment

KEPRO attests that it understands the information and instructions regarding payment provided in the RFQ Specifications document including the items listed below.

PAYMENT: Agency shall pay a flat monthly amount, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. KEPRO shall accept payment in accordance with the payment procedures of the State of West Virginia.

8. Travel

KEPRO attests that it understands the information and instructions regarding travel provided in the RFQ Specifications document including the items listed below.

TRAVEL: KEPRO shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on KERO's bid, but such costs will not be paid by the Agency separately.

9. Facilities Access

KEPRO attests that it understands and agrees to the information regarding facilities access provided in the RFQ Specifications document including the items listed below.

FACILITIES ACCESS: Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

- 9.1 KEPRO must identify principal service personnel which will be issued access cards and/or keys to perform service.
- 9.2 KEPRO will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
- 9.3 KEPRO shall notify Agency immediately of any lost, stolen, or missing card or key.
- 9.4 Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
- 9.5 KEPRO shall inform all staff of Agency's security protocol and procedures.

10. Vendor Default

KEPRO attests that it understands and agrees to the information regarding vendor default provided in the RFQ Specifications document including the items listed below.

VENDOR DEFAULT:

- 10.1. The following shall be considered a vendor default under this Contract.
 - 10.1.1. **Failure** to perform Contract Services in accordance with the requirements contained herein.
 - 10.1.2. **Failure** to comply with other specifications and requirements contained herein.
 - 10.1.3. **Failure** to comply with any laws, rules, and ordinances applicable to

- the Contract Services provided under this Contract.
- 1014. Failure** to remedy deficient performance upon request and within a timeframe acceptable to BMS.

10.2. The following remedies shall be available to Agency upon default.

- 1021.** Immediate cancellation of the Contract.
- 1022.** Immediate cancellation of one or more release orders issued under this Contract.
- 1023.** Any other remedies available in law or equity.

11. Miscellaneous

11.1. Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract Manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Cassandra Eckhof
Telephone Number: 617-913-8093
Fax Number: (717) 564-3862
Email Address: ceckhof@kepro.com

IV. ATTACHMENTS

The following attachments have been provided to supplement and complete our RFQ response requirements.

1. Purchasing Affidavit
2. Proof of QIO credentials
3. Pricing Page

STATE OF WEST VIRGINIA
Purchasing Division
PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Keystone Peer Review Organization, Inc. (KEPRO)

Authorized Signature: *Ashley T. Wata, MD* Date: July 19, 2019

State of ~~Pennsylvania~~ Tennessee

County of Davidson, to-wit:

Taken, subscribed, and sworn to before me this 19th day of July, 2019

My Commission expires 12-10, 2019

AFFIX SEAL HERE



NOTARY PUBLIC

[Signature]

Purchasing Affidavit (Revised 01/19/2018)

DEPARTMENT OF HEALTH AND HUMAN SERVICES
Centers for Medicare & Medicaid Services
7500 Security Boulevard, Mail Stop S3-02-01
Baltimore, Maryland 21244-1850



Joel Portice
Chief Executive Officer
Kepro Incorporated
777 East Park Drive
Harrisburg, Pennsylvania 17111

MAY - 9 2019

Dear Mr. Portice:

We have reviewed your application of February 6, 2019 requesting that the Centers for Medicare & Medicaid Services certify Kepro Incorporated as a Quality Improvement Organization (QIO)-like entity for the State of Pennsylvania. As a result of this review, we have determined that Kepro Incorporated of Pennsylvania meets the requirements to be a QIO-like entity, namely:

- It is able to perform limited medical and quality review functions required under Section 1154 of the Act;
- It has one individual who is representative of health care providers and consumers on its governing body under section 1152 of the Act; and
- It is not a health care facility, health care facility affiliate, or payor organization as defined in 42 CFR 475.105.

This certification designates Kepro Incorporated of Pennsylvania as a QIO-like entity eligible to fully operate in Pennsylvania. Kepro Incorporated of Pennsylvania may also operate in other states with the exception of performing Medicare medical reviews. For the conduct of Medicare medical review work, a QIO-like entity must meet the requirement that the QIO-like entity have access to or agreements with peer reviewers in the state in question.

If the QIO-like entity determines to conduct Medicare medical review work in a state other than the state for which it has submitted a list of medical reviewers, this criterion must be met and submitted for approval by CMS before such work can be undertaken.

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Kepro Incorporated

Your certification is granted for a period of 5 years and will expire on February 6, 2024.

This certification of eligibility permits your organization to seek a contract with the states for review activities within the requirements. In addition, states have specific qualifications and performance requirements depending upon the scope of work they desire to procure. This certification does not reflect a determination as to whether your organization has the ability to meet those requirements. The state is responsible for making that determination.

We have certified your organization to review cases and analyze patterns of care related to medical necessity and quality review. We have not certified the organization as meeting the State Medicaid Agency's requirements for external quality review or related functions such as utilization review specified in 1903 (a) (3) (c) and 1932 (c)(2) of the Act. In addition, we have not evaluated the organization to perform the same functions as a QIO under contract with CMS.

You must provide an annual assurance statement of your continued adherence to certification requirements within 30 days of the last month of the first certification year and within 30 days of the last month of the second certification year. In addition, if there are any changes in the name, address, or pool of physician reviewers you must notify this office for a reevaluation of your certification. Recertification requires submission of the complete package a minimum of 60 days prior to the expiration of the current certification.

At any time during the certification period that Kepro Incorporated of Pennsylvania no longer meets the above criteria, you must notify the agency and it will no longer be considered a QIO-like entity. The certification will be terminated. You may reapply at any time if this occurs.

If you have questions, please contact Malinda Greene of my staff on (410) 786-7829 or via Email-malinda.greene@cms.hhs.gov.

Sincerely,



Renee Dupree, Director
Division of Program Management,
Communications, and Evaluation

