

HEALTHY LOUISIANA ADMINISTRATIVE ACTIONS, MONETARY PENALTIES, AND SANCTIONS

Tracking Number	Contractor Name and Address	Failed Deliverable/Non-Compliance with Contract Requirements	Notice of Action	Deadline to Cure	MCO Response	Potential Monetary Penalties	Notice of Monetary Penalty	Monetary Penalty Amount	Compliance or Closure Date
AET2-01	Aetna Better Health of Louisiana 2400 Veterans Memorial Blvd., Suite 200 Kenner, LA 70062	Encounter Data - Section 17.8.3.2 of Exhibit E of the Contract  Due no later than the twenty-fifth (25th) calendar day of the month following the month in which they were processed (paid or denied), including encounters reflecting a zero dollar amount (\$0.00) and encounters in which the MCO has a capitation arrangement with a provider. If the MCO fails to submit complete encounter data, as measured by a comparison of encounters to cash disbursements within a five (5) percent error threshold (at least ninety-five (95) percent complete), the plan may be penalized as outlined in Section 20 of the RFP.	<a href="#">7/19/2016</a>	7/21/2016		20.3 Monetary Penalties  Ten thousand dollars (\$10,000.00) per calendar day for each day after the due date that the monthly encounter data has not been received in the format and per specifications outlined in the RFP.  Ten thousand dollars (\$10,000.00) per calendar day for each day encounter data is received after the due date, for failure to correct and resubmit encounter data that was originally returned to the MCO for correction because submission data was in excess of the five (5) percent error rate threshold, until acceptance of the data by the fiscal intermediary.  Ten thousand dollars (\$10,000.00) per return by the fiscal intermediary of re-submission of encounter data that was returned to the MCO, as submission data was in excess of the five (5) percent error rate threshold, for correction and was rejected for the second time.  Ten thousand dollars (\$10,000.00) per occurrence of medical record review by DHH or its designee where the MCO or its provider(s) denotes provision of services which were not submitted in the encounter data regardless of whether or not the provider was paid for the service that was documented.	<a href="#">9/29/2016</a>	\$570,000	<a href="#">1/19/2017</a>
AET2-02	Aetna Better Health of Louisiana 2400 Veterans Memorial Blvd., Suite 200 Kenner, LA 70062	17.4.1 In conjunction with its payment cycles, the MCO shall provide:  17.4.1 Each remittance advice generated by the MCO to a provider shall comply with the provisions of LA-R.S. 46:460.71. - Claim payment information  A. Any claim payment to a provider by a managed care organization or by a fiscal agent or intermediary of the managed care organization shall be accompanied by an itemized accounting of the individual services represented on the claim that are included in the payment. This itemization shall include but shall not be limited to all of the following items:  (1) The patient or enrollee's name.  (2) The Medicaid health insurance claim number.  (3) The date of each service.  (4) The patient account number assigned by the provider.  (5) The Current Procedural Terminology code for each procedure, hereinafter referred to as "CPT code", including the amount allowed and any modifiers and units.  (6) The amount due from the patient that includes but is not limited to copayments and coinsurance or deductibles.  (7) The payment amount of reimbursement.  (8) Identification of the plan on whose behalf the payment is made.  B. If a managed care organization is a secondary payer, then the organization shall send, in addition to all information required by Subsection A of this Section, acknowledgment of payment as a secondary payer, the primary payer's coordination of benefits information, and the third-party liability carrier code.	<a href="#">7/18/2016</a>	8/9/2016		20.1. Other Reporting and/or Deliverable Requirements 20.1.1. For each day that a deliverable is late, incorrect or deficient, the MCO may be liable to DHH for monetary penalties in an amount per calendar day per deliverable as specified in the table below for reports and deliverables not otherwise specified in the above Table of Monetary Penalties or expressly written elsewhere in this Contract. 20.1.2. Monetary penalties have been designed to escalate by duration and by occurrence over the term of this Contract.			
AET2-03	Aetna Better Health of Louisiana 2400 Veterans Memorial Blvd., Suite 200 Kenner, LA 70062	Section 17.3.3 of the contract provides, "The MCO shall pay providers interest at twelve (12%) per annum, calculated daily for the full period in which a payable clean claim remains unpaid beyond the 30-day claims processing deadline. Interest owed the provider must be paid the same date that the claim is adjudicated, and reported on the encounter submission to the FI as defined in the MCO Systems Companion Guide.	<a href="#">9/29/2016</a>	10/21/2016		The MCO shall pay providers interest at 12% per annum, calculated daily for the full period in which the clean claim remains adjudicated beyond the 30-day claims processing deadline. Interest owed the provider must be paid the same date that the claim is paid. One thousand dollars (\$1,000.00) per claim if the MCO fails to timely pay interest.			
AET2-04	Aetna Better Health of Louisiana 2400 Veterans Memorial Blvd., Suite 200 Kenner, LA 70062	Section 20 of our contract provides administrative actions that LDH may take pursuant to contract non-compliance.	<a href="#">9/20/2016</a>	9/30/2016		Section 20 - Monetary penalties in the amount of \$2,00 per day			<a href="#">10/13/2016</a>
AET2-06	Aetna Better Health of Louisiana 2400 Veterans Memorial Blvd., Suite 200 Kenner, LA 70062	18.10 Recurring Reports  18.10.1 The MCO shall prepare and submit deliverables in the report format prescribed by DHH	<a href="#">1/18/2017</a>	2/28/2017	<a href="#">7/25/2017</a>	Standing and Ad Hoc Reports - Two thousand dollars (\$2,000.00) per calendar day that a report is late or incorrect.	<a href="#">7/21/2017</a>	\$44,000	

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AET2-06							10/25/2017	\$182,000	
AET2-07	Aetna Better Health of Louisiana 2400 Veterans Memorial Blvd., Suite 200 Kenner, LA 70062	5.13.1.8 - MCO must update its system with daily TPL records sent from LDH's Fiscal Intermediary (FI) within one (1) business day of receipt. MCO must reconcile its system with weekly TPL reconciliation files sent from LDH's FI within one (1) business day of receipt. If a P enrolled member is unable to access services or treatment until an update is made, the MCO must verify and update its system within four (4) business hours of receipt of an update request. P enrolled members are members enrolled with the MCO for Medical, Behavioral Health, Pharmacy and Transportation services.	<a href="#">2/22/2017</a>	3/31/2017		Contract non-compliance - Two thousand dollars (\$2,000.00) per calendar day that the MCO is not compliant.			<a href="#">6/6/2017</a>
AET2-08	Aetna Better Health of Louisiana 2400 Veterans Memorial Blvd., Suite 200 Kenner, LA 70062	7.17.2.2.7 - 7.17.2.2.7. If the Department determines that the disputed reimbursement was not reasonable, it shall require the MCO to provide the pharmacy an increased reimbursement to the Fee for Service Medicaid rate and shall require the MCO to update its payable price on file to reflect the increase. The price update shall be completed within seven (7) business days of written notification of the outcome of the external claims dispute process to the MCO. All disputes that are submitted between the fill date of the original overturned dispute and the subsequent payable price file update shall be adjusted to the increased reimbursement	<a href="#">3/10/2017</a>	3/20/2017	<a href="#">4/20/2017</a>	20.4. Other Reporting and/or Deliverable Requirements  20.4.1. For each day that a deliverable is late, incorrect or deficient, the MCO may be liable to DHH for monetary penalties in an amount per calendar day per deliverable as specified in the table below for reports and deliverables not otherwise specified in the above Table of Monetary Penalties or expressly written elsewhere in this Contract.  20.4.2. Monetary penalties have been designed to escalate by duration and by occurrence over the term of this Contract.			<a href="#">4/28/2017</a>
AET2-09	Aetna Better Health of Louisiana 2400 Veterans Memorial Blvd., Suite 200 Kenner, LA 70062	13.3. Grievance/Appeal Records and Reports 13.3.2. The MCO shall electronically provide DHH with a monthly report of the grievances/appeals in accordance with the requirements outlined in this RFP, to include, but not be limited to: member's name and Medicaid number, summary of grievances and appeals; date of filing; current status; resolution and resulting corrective action. Reports with personally identifying information redacted will be made available for public inspection. 13.6. Resolution and Notification 13.6.1. Specific Timeframes 13.6.1.1. Standard Disposition of Grievances For standard disposition of a grievance and notice to the affected parties, the timeframe is established as ninety (90) days from the day the MCO receives the grievance. 13.6.2. Extension of Timeframes 13.6.2.1. The MCO may extend the timeframes from Section 13.6.1 of this Section by up to fourteen (14) calendar days if: <input type="checkbox"/> The member requests the extension; or <input type="checkbox"/> The MCO shows (to the satisfaction of DHH, upon its request) that there is need for additional information and how the delay is in the member's interest.	<a href="#">5/16/2017</a>	7/15/2017		20.4. Other Reporting and/or Deliverable Requirements  20.4.1. For each day that a deliverable is late, incorrect or deficient, the MCO may be liable to DHH for monetary penalties in an amount per calendar day per deliverable as specified in the table below for reports and deliverables not otherwise specified in the above Table of Monetary Penalties or expressly written elsewhere in this Contract.  20.4.2. Monetary penalties have been designed to escalate by duration and by occurrence over the term of this Contract.			<a href="#">8/1/2017</a>
AET2-10	Aetna Better Health of Louisiana 2400 Veterans Memorial Blvd., Suite 200 Kenner, LA 70062	12.14. Provider Directory for Members 12.14.1. The MCO shall develop and maintain a Provider Directory in four (4) formats: 12.14.1.1. A hard copy directory, when requested, for members and potential members; 12.14.1.2. Web-based, searchable, online directory for members and the public; 12.14.1.3. Electronic file of the directory to be submitted and updated weekly to the Medicaid FI or other designee as determined by DHH; for the Enrollment Broker; and 12.14.1.4. Hard copy, abbreviated version upon request by the Enrollment Broker. 12.14.2. The MCO shall submit templates of its provider directory to DHH within thirty (30) days from the date the Contract is signed. 12.14.3. The hard copy directory for members shall be revised with updates at least annually. Inserts may be used to update the hard copy directories monthly to fulfill requests by members and potential members. The web-based online version shall be updated in real time, but no less than weekly. While daily updates are preferred, the MCO shall at a minimum submit no less than weekly. The abbreviated hard copy version for the Enrollment Broker will be available to all Medicaid enrollees when requested by contacting the Enrollment Broker. Format for this version will be in a format specified by DHH.	<a href="#">11/21/2017</a>	12/22/2017		20.3. Fifteen thousand dollars (\$15,000.00) per calendar day for failure to provide and validate provider demographic data on a semi-annual basis to ensure current, accurate, and clean data is on file for all contracted providers.			<a href="#">4/30/2018</a>
AET2-11	Aetna Better Health of Louisiana 2400 Veterans Memorial Blvd., Suite 200 Kenner, LA 70062	18.6 Financial Reporting  18.6.1 The MCO shall submit to DHH unaudited quarterly financial statements and an annual audited financial statement, using the required format provided by DHH. Quarterly financial statements shall be submitted no later than sixty (60) days after the close of each calendar quarter. Audited annual statements shall be submitted no later than six (6) months after the close of the MCO's fiscal year.				Standing and Ad Hoc Reports - Two thousand dollars (\$2,000.00) per calendar day that a report is late or incorrect.	<a href="#">12/19/2017</a>	\$16,000	

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AET2-12	Aetna Better Health of Louisiana 2400 Veterans Memorial Blvd., Suite 200 Kenner, LA 70062	16.0 SYSTEMS AND TECHNICAL REQUIREMENTS  16.1. General Requirements  16.1.3. All MCO applications, operating software, middleware, and networking hardware and software shall be able to interoperate as needed with DHH's systems and shall conform to applicable standards and specifications set by DHH.  16.3 Connectivity  16.3.1 DHH is requiring that the MCO interface with DHH, the Medicaid Fiscal Intermediary (FI), the Enrollment Broker (EB), and its trading partners. The MCO must have capacity for real time connectivity to all DHH approved systems. The MCO must have the capability to allow and enable authorized DHH personnel to have real-time connectivity to the MCO's system as remote connections from DHH offices.	<a href="#">12/21/2017</a>	12/29/2017		20.4. Other Reporting and/or Deliverable Requirements  20.4.1. For each day that a deliverable is late, incorrect or deficient, the MCO may be liable to DHH for monetary penalties in an amount per calendar day per deliverable as specified in the table below for reports and deliverables not otherwise specified in the above Table of Monetary Penalties or expressly written elsewhere in this Contract.  20.4.2. Monetary penalties have been designed to escalate by duration and by occurrence over the term of this Contract.			<a href="#">1/25/2018</a>
AET2-13	Aetna Better Health of Louisiana 2400 Veterans Memorial Blvd., Suite 200 Kenner, LA 70062	17.2.7.3. The MCO shall have the ability to update national standard code sets such as CPT/HCPCS, ICD-10-CMS, and move to future versions as required by CMS or LDH. Updates to code sets are to be complete no later than 30 days after notification, unless otherwise directed by LDH. This includes annual and other fee schedule updates.  17.2.7.4. Providers must be notified as to when the updates will be in production and of the MCO process for the recycling of denied claims that are due to the system update delays. The recycle of these denied claims shall be complete no later than 15 days after the system update.	<a href="#">5/17/2018</a>	5/24/2018	<a href="#">5/23/2018</a>	20.3.3. The Table of Monetary Penalties, below, specifies permissible monetary penalties for certain violations of the contract. For any violation not explicitly described in the table, LDH may impose a monetary penalty of up to \$5,000 per occurrence per calendar day.			<a href="#">5/30/2018</a>
AET2-14	Aetna Better Health of Louisiana 2400 Veterans Memorial Blvd., Suite 200 Kenner, LA 70062	17.2.4 Claims Reprocessing 17.2.4.1. If the MCO or LDH or its subcontractors discover errors made by the MCO when a claim was adjudicated, the MCO shall make corrections and reprocess the claim within thirty (30) calendar days of discovery, or if circumstances exist that prevent the MCO from meeting this time frame, a specified date shall be approved by LDH. The MCO shall automatically recycle the impacted claims and shall not require the provider to resubmit the impacted claims.	<a href="#">6/1/2018</a>	6/6/2018	<a href="#">6/5/2018</a>	20.3.3. The Table of Monetary Penalties, below, specifies permissible monetary penalties for certain violations of the contract. For any violation not explicitly described in the table, LDH may impose a monetary penalty of up to \$5,000 per occurrence per calendar day.			<a href="#">6/6/2018</a>
AET2-15	Aetna Better Health of Louisiana 2400 Veterans Memorial Blvd., Suite 200 Kenner, LA 70062	7.19 Provider Directory 7.19.1. The MCO shall maintain accurate provider directory data. LDH shall conduct periodic audits to verify the accuracy of the MCO's provider directory data. The MCO shall maintain an accuracy rate of at least 90%.			<a href="#">7/25/2018</a>	Fifty thousand dollars (\$50,000.00) per audit conducted by LDH wherein the MCO is found to have not maintained an accuracy rate of at least 90%.  One thousand dollars (\$1,000) per calendar day for failure to correct inaccurate provider directory data within 14 days of notification by LDH.	<a href="#">6/25/2018</a>	\$50,000	<a href="#">7/28/2018</a>
AET2-16	Aetna Better Health of Louisiana 2400 Veterans Memorial Blvd., Suite 200 Kenner, LA 70062	14.2.10.9 The MCO's vendor shall perform a LDH-approved behavioral health survey to be standardized across the MCOs. The survey results shall be reported to LDH on an annual basis.	<a href="#">10/19/2018</a>			20.3.3. The Table of Monetary Penalties, below, specifies permissible monetary penalties for certain violations of the contract. For any violation not explicitly described in the table, LDH may impose a monetary penalty of up to \$5,000 per occurrence per calendar day.			
AET2-17	Aetna Better Health of Louisiana 2400 Veterans Memorial Blvd., Suite 200 Kenner, LA 70062	14.2.5.7.2 Based on an MCO's Performance Measure outcomes for CYE 12/31/2017, a maximum of \$2,250,000 (\$250,000 per measure) following the measurement CY will be withheld from payment if specified performance measures fall below LDH's established benchmarks for improvement.			<a href="#">1/4/2019</a>		<a href="#">12/4/2018</a>	\$500,000	<a href="#">1/28/2019</a>