

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
AMG2-02	Amerigroup Corporation 4425 Corporation Lane Virginia Beach, VA 23462	18.10 Recurring Reports 18.10.1 The MCO shall prepare and submit deliverables in the report format prescribed by DHH.	1/18/2017	2/28/2017		Standing and Ad Hoc Reports - Two thousand dollars (\$2,000.00) per calendar day that a report is late or incorrect.			6/6/2017
AMG2-03	Amerigroup Corporation 4425 Corporation Lane Virginia Beach, VA 23462	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.	2/22/2017	3/31/2017		Contract Non-compliance - Two thousand dollars (\$2,000.00) per calendar day that the MCO is not compliant.			6/6/2017
AMG2-04	Amerigroup Corporation 4425 Corporation Lane Virginia Beach, VA 23462	17.8.3 For encounter data submissions, the MCO shall: 17.8.3.1 Submit complete and accurate encounter data at least monthly; 17.8.3.2 Due in accordance with the encounter reconciliation schedule published by DHH or its contracted review organization, including encounters reflecting a zero dollar amount (\$0.00) and encounters in which the MCO or its subcontractor has a capitation arrangement with a provider. If the MCO fails to submit complete encounter data, including encounters processed by subcontracted vendors (e.g., pharmacy, non-emergency transportation, vision) 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. DHH's current FI accepts HIPAA compliant 837 encounters for Institutional, Professional and Dental. DHH's FI accepts Pharmacy encounters using the NCPDP D.0 format in a batch processing method. The MCO shall be able to transmit encounter data to the FI in this manner sixty (60) days after the contract start date. Inpatient Hospital services (Institutional).	3/15/2017	3/23/2017		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.			5/10/2017

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AMG2-05	Amerigroup Corporation 4425 Corporation Lane Virginia Beach, VA 23462	<p>12.14. Provider Directory for Members</p> <p>12.14.1. The MCO shall develop and maintain a Provider Directory in four (4) formats:</p> <p>12.14.1.1. A hard copy directory, when requested, for members and potential members;</p> <p>12.14.1.2. Web-based, searchable, online directory for members and the public;</p> <p>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</p> <p>12.14.1.4. Hard copy, abbreviated version upon request by the Enrollment Broker.</p> <p>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.</p> <p>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.</p>	11/21/2017	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.			4/30/2018
AMG2-06	Amerigroup Corporation 4425 Corporation Lane Virginia Beach, VA 23462	<p>16.0 Systems and Technical Requirements 16.1. General Requirements</p> <p>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.</p> <p>16.3 Connectivity</p> <p>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.</p>	12/21/2017	1/17/2018		<p>20.4. Other Reporting and/or Deliverable Requirements</p> <p>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.</p> <p>20.4.2. Monetary penalties have been designed to escalate by duration and by occurrence over the term of this Contract.</p>			1/25/2018

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AMG2-07	Amerigroup Corporation 4425 Corporation Lane Virginia Beach, VA 23462	17.1.1 The MCO shall submit a sample of remittance advices that were sent to independent, chain and specialty pharmacies by the PBM to LDH pharmacy staff quarterly. This sample shall include at least 10 RAs from each pharmacy type (independent, chain, and specialty).	3/23/2018	3/28/2018		20.1.1. 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.			4/28/2018
HBL2-08	Amerigroup Corporation 4425 Corporation Lane Virginia Beach, VA 23462	7.3. Geographic Access Requirements 7.3.7. Specialized Behavioral Health Providers 7.3.7.8. Travel distance to Psychiatric Residential Treatment Facilities (PRTF) shall not exceed 200 miles or 3.5 hours for 100% of members. Maximum time for admission shall not exceed 20 calendar days. Access and adequacy is based on availability of in-state PRTFs unless the MCO provides evidence that indicates an out-of-state provider is clinically appropriate to treat the specific needs of the member.				20.1.1. 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.	6/19/2018		7/17/2018
HBL2-09	Amerigroup Corporation 4425 Corporation Lane Virginia Beach, VA 23462	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%.				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.	6/25/2018	\$50,000	

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HBL2-10	Amerigroup Corporation 4425 Corporation Lane Virginia Beach, VA 23462	7.17.1.8. The MCO may negotiate the ingredient cost reimbursement in its contracts with providers. However, the MCO shall: • Pay a per-prescription dispensing fee, as defined in this contract, at a rate no less than \$2.50 to all "local pharmacies" as defined in Act 399 of the 2015 Regular Session of the Louisiana Legislature • Add any state imposed provider fees for pharmacy services, on top of the minimum dispensing fee required by LDH; LA Rev Stat § 46:2625 - Fees on health care providers; disposition of fees	10/18/2018			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.			
HBL2-11	Amerigroup Corporation 4425 Corporation Lane Virginia Beach, VA 23462	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.			1/2/2019		12/4/2018	\$500,000	1/28/2019