

HEALTHY LOUISIANA ADMINISTRATIVE ACTIONS, MONETARY PENALTIES, AND SANCTIONS

Tracking Number	Contractor Name and Address	Failed Deliverable/Non-Compliance with Contract Requirements	Notice of Action Date	Deadline to Cure	MCO Response	Potential Monetary Penalties	Notice of Monetary Penalty	Monetary Penalty Amount	Compliance or Closure Date
UHC2-01(a)	United Healthcare Community Plan 3838 N. Causeway Blvd. Suite 3225 Metairie, LA 70002	<p><b>Submission of Cash Disbursement Journal - Section 17.8.3.2 of the contract</b></p> <p>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.</p>	<a href="#">5/29/2015</a>	7/23/2015		<p><b>Monetary Penalties - Section 20.3 of the contract</b></p> <p>The MCO may be subject to a sanction of \$10,000 per calendar day for each day the information is late; or incomplete, deficient and/or inaccurate until the information has been submitted and accepted by DHH as complete, accurate and containing no deficiencies.</p>			<a href="#">6/16/2015</a>
UHC2-01(b)	United Healthcare Community Plan 3838 N. Causeway Blvd. Suite 3225 Metairie, LA 70002	<p><b>Submission of Encounter Data - Section 17.8 of the contract</b></p> <p>17.8.5 Within sixty (60) days of operation, the MCO's System shall be ready to submit encounter data to the FI in a provider-to-payer-to-payer COB format. The MCO must incur all costs associated with certifying HIPAA transactions readiness through a third party, EDIFICS, prior to submitting encounter data to the FI. Data elements and reporting requirements are provided in the Systems Companion Guide.</p> <p>17.8.3.2 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.</p>	<a href="#">6/19/2015</a>	7/23/2015		<p><b>Monetary Penalties - Section 20.3 of the contract</b></p> <p>20.3.2 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.</p> <p>The MCO may be subject to a sanction of \$10,000 per calendar day for each day the information is late; or incomplete, deficient and/or inaccurate until the information has been submitted and accepted by DHH as complete, accurate and containing no deficiencies.</p>			<a href="#">8/10/2015</a>

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UHC2-02	United Healthcare Community Plan 3838 N. Causeway Blvd. Suite 3225 Metairie, LA 70002	<p><b>4.4 In-State Key Staff Positions</b></p> <p>The MCO is responsible for maintaining least fifty (50) percent of staff within the state of Louisiana. Positions at a minimum that must be located in Louisiana are the following:</p> <p>4.4.1 Administrator/Chief Executive Officer 4.4.2 Chief Operating Officer/COO 4.4.3 Medical Director/CMO</p>	<a href="#">6/19/2015</a>	7/1/2015	<a href="#">6/26/2015</a>	<p><b>Employment of Key and Licensed Personnel - Section 20.5 of the contract</b></p> <p>20.5.1. A penalty of seven hundred dollars (\$700.00) per calendar day shall be imposed for failure to have a full-time acting or permanent Administrator/CEO for more than seven (7) consecutive calendar days for each day the Administrator/CEO has not been appointed;</p> <p><b>Failure to Have Subject Appropriate Staff Member(s) Attend Onsite Meeting - Section 20.12 of the contract</b></p> <p>In the event that DHH determines that the MCO failed to provide subject appropriate staff member(s) to attend an onsite meeting, and their onsite absence jeopardizes the smooth and efficient operation of the Bayou Health Program, a monetary penalty of up to \$1,000 per appropriate staff person per meeting may be assessed.</p>			
UHC2-03	United Healthcare Community Plan 3838 N. Causeway Blvd. Suite 3225 Metairie, LA 70002	<p>18.10 Recurring Reports</p> <p>18.10.1 The MCO shall prepare and submit deliverables in the report format prescribed by DHH.</p>	<a href="#">1/18/2017</a>	2/28/2017		<p><b>Standing and Ad Hoc Reports</b> - Two thousand dollars (\$2,000.00) per calendar day that a report is late or incorrect.</p>			<a href="#">6/6/2017</a>

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UHC2-04	United Healthcare Community Plan 3838 N. Causeway Blvd. Suite 3225 Metairie, LA 70002	<p>Section 17.11 of the contract provides, "The MCO shall ensure that their Systems facilitate the auditing of individual claims. Adequate audit trails shall be provided throughout the Systems. DHH may require the Contractor and/or subcontractors, if performing a key internal control, to submit to financial and performance audits from outside companies to assure both the financial viability of the program and the operational viability, including the policies and procedures placed into operation. To facilitate claims auditing, the MCO shall ensure that the Systems follows, at a minimum, the guidelines and objectives of the American Institute of Certified Public Accountants (AICPA) Statement on Standards for Attestation Engagements (SSAE) No. 16, Reporting on Controls at a Service Organization."</p> <p>Section 17.11.2.1 provides further, "The MCO shall, at its own expense, be required to submit to an annual independent Statement of Standards for Attestation Engagements (SSAE) No. 16 Service Organization Control (SOC) Type II audit of its internal controls and other financial and performance systems by an external company to ensure financial and operational viability and to ensure contract compliance. The audit period must be 12 consecutive months with no breaks between subsequent audit periods."</p>	<a href="#">1/17/2017</a>	2/28/2017		<b>Standing and Ad Hoc Reports</b> - Two thousand dollars (\$2,000.00) per calendar day that a report is late or incorrect.			<a href="#">3/15/2017</a>
UHC2-05	United Healthcare Community Plan 3838 N. Causeway Blvd. Suite 3225 Metairie, LA 70002	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 non-compliant.			<a href="#">6/6/2017</a>

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UHC2-06	United Healthcare Community Plan 3838 N. Causeway Blvd. Suite 3225 Metairie, LA 70002	7.17.1.9. The MCO and the PBM may not charge pharmacy providers claims processing or provider enrollment fees. This Section does not prohibit sanctioning pharmacy providers. LA-R.S. 46:460.71 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.	<a href="#">4/21/2017</a>	4/30/2017	<a href="#">6/21/2017</a>	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="#">6/6/2017</a>	\$495,500	<a href="#">7/19/2017</a>
UHC2-07	United Healthcare Community Plan 3838 N. Causeway Blvd. Suite 3225 Metairie, LA 70002	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>

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UHC2-08	United Healthcare Community Plan 3838 N. Causeway Blvd. Suite 3225 Metairie, LA 70002	<p>16.0 SYSTEMS AND TECHNICAL REQUIREMENTS</p> <p>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>	<a href="#">12/21/2017</a>	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>			<a href="#">2/6/2018</a>
UHC2-09	United Healthcare Community Plan 3838 N. Causeway Blvd. Suite 3225 Metairie, LA 70002	UHC has failed to establish an authorization process for MHR services as required by LAC Title 50:XXXiii.6301.B	<a href="#">4/26/2018</a>	<a href="#">9/1/2018</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="#">10/8/2018</a>

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UHC2-10	United Healthcare Community Plan 3838 N. Causeway Blvd. Suite 3225 Metairie, LA 70002	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.				20.3.3. 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="#">6/19/2018</a>	\$205,000	
UHC2-11	United Healthcare Community Plan 3838 N. Causeway Blvd. Suite 3225 Metairie, LA 70002	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%.				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="#">6/25/2018</a>	\$50,000	

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UHC2-12	United Healthcare Community Plan 3838 N. Causeway Blvd. Suite 3225 Metairie, LA 70002	7.13.6.3 Subcontractor Readiness 9.7.2 EFT Capabilities 9.8 Inappropriate Payment Denials 6.23.5.1.2 Vehicle and Driver Compliance Records (LA R.S. 46:450.2) 17.2.6 Timely Filing Guidelines 17.2 Claims Processing LA R.S. 46:460.71 Remittance Requirements 7.13.6 Subcontractor Performance	<a href="#">7/28/2018</a>		<a href="#">8/15/2018</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="#">12/20/2018</a>
UHC2-13	United Healthcare Community Plan 3838 N. Causeway Blvd. Suite 3225 Metairie, LA 70002	5.12.2. The MCO and its subcontractors may impose cost sharing on Medicaid members in accordance with 42 CFR §447.50 - §447.57 provided, however, that it does not exceed cost sharing amounts in the Louisiana Medicaid State Plan. 7.13.6 Subcontractor Performance	<a href="#">8/29/2018</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="#">12/20/2018</a>
UHC2-14	United Healthcare Community Plan 3838 N. Causeway Blvd. Suite 3225 Metairie, LA 70002	7.13.3. As required by 42 CFR §438.230(a) and § 438.230(b)(1),(2),(3) the MCO shall be responsible to oversee all subcontractors' performance and shall be held accountable for any functionand responsibility that it delegates to any subcontractor, including, but not limited to: 7.13.3.1. All provider subcontracts must fulfill the requirements of 42 CFR Part 438 that are appropriate to the service or activity delegated under the subcontract; 7.13.3.5. The MCO shall monitor the subcontractor's performance on an ongoing basis and subject it to formal review according to a periodic schedule consistent with industry standards.				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="#">9/5/2018</a>	\$40,000	
UHC2-15	United Healthcare Community Plan 3838 N. Causeway Blvd. Suite 3225 Metairie, LA 70002	5.5.4. In cases of a retroactive effective date for Medicare enrollment of a member, the MCO will recoup payments made to the providers. The MCO shall initiate recoupments within 60 days of the date LDH notifies the MCO of Medicare enrollment. The MCO shall instruct the provider to resubmit the claim(s) to Medicare and the payer with financial responsibility for the claim(s) (if applicable).	<a href="#">10/18/2018</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.			

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UHC2-16	United Healthcare Community Plan 3838 N. Causeway Blvd. Suite 3225 Metairie, LA 70002	18.11 Ad Hoc Reports  18.11.1 The MCO shall prepare and submit any other reports as required and requested by LDH, any of LDH's designees, Legislature and/or CMS, that is related to the MCO's duties and obligations under this Contract. Information considered to be of a proprietary nature shall be clearly identified as such by the MCO at the time of submission.  18.11.2 Ad Hoc reports shall be submitted within five (5) business days from the date of request, unless otherwise approved by LDH.	<a href="#">10/19/2018</a>			<b>Standing and Ad Hoc Reports.</b> Two thousand dollars (\$2,000.00) per calendar day that a report is late or incorrect.			<a href="#">10/22/2018</a>
UHC2-17	United Healthcare Community Plan 3838 N. Causeway Blvd. Suite 3225 Metairie, LA 70002	18.11 Ad Hoc Reports  18.11.1 The MCO shall prepare and submit any other reports as required and requested by LDH, any of LDH's designees, Legislature and/or CMS, that is related to the MCO's duties and obligations under this Contract. Information considered to be of a proprietary nature shall be clearly identified as such by the MCO at the time of submission.  18.11.2 Ad Hoc reports shall be submitted within five (5) business days from the date of request, unless otherwise approved by LDH.	<a href="#">10/31/2018</a>			<b>Standing and Ad Hoc Reports.</b> Two thousand dollars (\$2,000.00) per calendar day that a report is late or incorrect.			<a href="#">12/20/2018</a>
UHC2-18	United Healthcare Community Plan 3838 N. Causeway Blvd. Suite 3225 Metairie, LA 70002	17.2.1.1 Within five (5) business days of receipt of a claim, the MCO shall perform an initial screening, and either reject the claim, or assign a unique control number and enter it into the system for processing and adjudication. 17.2.1.2 Process and pay or deny, as appropriate, at least Ninety percent (90%) of all clean claims for each claim type, within fifteen (15) business days of the receipt. 17.2.1.3 Process and pay or deny, as appropriate, at least Ninety-nine percent (99%) of all clean claims for each claim type, within thirty (30) calendar days of the date of receipt.	<a href="#">11/2/2018</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.			



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UHC2-19	United Healthcare Community Plan 3838 N. Causeway Blvd. Suite 3225 Metairie, LA 70002	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="#">1/2/2019</a>		<a href="#">12/4/2018</a>	\$500,000	<a href="#">2/1/2019</a>
UHC2-20	United Healthcare Community Plan 3838 N. Causeway Blvd. Suite 3225 Metairie, LA 70002	9.8. Inappropriate Payment Denials If the MCO has a pattern of inappropriately denying or delaying provider payments for services, the MCO may be subject to suspension of new enrollments, sanctions, contract cancellation, or refusal to contract in a future time period. This applies not only to situations where LDH has ordered payment after appeal but to situations where no appeal has been made (i.e. LDH is knowledgeable about the documented abuse from other sources).	<a href="#">12/6/2018</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="#">12/20/2018</a>

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UHC2-21	United Healthcare Community Plan 3838 N. Causeway Blvd. Suite 3225 Metairie, LA 70002	<p>18.11 Ad Hoc Reports</p> <p>18.11.1 The MCO shall prepare and submit any other reports as required and requested by LDH, any of LDH's designees, Legislature and/or CMS, that is related to the MCO's duties and obligations under this Contract. Information considered to be of a proprietary nature shall be clearly identified as such by the MCO at the time of submission.</p> <p>18.11.2 Ad Hoc reports shall be submitted within five (5) business days from the date of request, unless otherwise approved by LDH.</p>	<a href="#">11/13/2018</a>			<p><b>Standing and Ad Hoc Reports.</b> Two thousand dollars (\$2,000.00) per calendar day that a report is late or incorrect.</p>			<a href="#">11/15/2018</a>
UHC2-22	United Healthcare Community Plan 3838 N. Causeway Blvd. Suite 3225 Metairie, LA 70002	<p>6.23.2 The MCO or the MCO's Transportation Broker shall establish and maintain a call center. The call center shall be responsible for scheduling all Non-Emergency Medical Transportation (NEMT) reservations and dispatching of trips during the business hours of 7:00am to 7:00pm Monday through Friday, with the exception of recognized state holidays. The call center shall adhere to the call center performance standards specified in Section 12.</p> <p>12.15.5. The MCO must develop a contingency plan for hiring call center staff to address overflow calls and emails and to maintain call center access standards set forth for MCO performance. The MCO must develop and implement a plan to sustain call center performance levels in situations where there is high call/e-mail volume or low staff availability. Such situations may include, but are not limited to, increases in call volume, emergency situations (including natural disasters such as hurricanes), staff in training, staff illnesses and vacations.</p>	<a href="#">1/18/2019</a>		<a href="#">1/22/2019</a>	<p>One hundred dollars (\$100.00) for each percentage point for each standard that fails to meet the requirements for a monthly reporting period per MCO. One hundred dollars (\$100.00) for each thirty (30) second time increment, or portion thereof, by which the MCOs average hold time exceeds the maximum acceptable hold time per MCO.</p>			

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UHC2-23	United Healthcare Community Plan 3838 N. Causeway Blvd. Suite 3225 Metairie, LA 70002	<p>18.11 Ad Hoc Reports</p> <p>18.11.1 The MCO shall prepare and submit any other reports as required and requested by LDH, any of LDH's designees, Legislature and/or CMS, that is related to the MCO's duties and obligations under this Contract. Information considered to be of a proprietary nature shall be clearly identified as such by the MCO at the time of submission.</p> <p>18.11.2 Ad Hoc reports shall be submitted within five (5) business days from the date of request, unless otherwise approved by LDH.</p>	<a href="#">1/28/2019</a>			<p><b>Standing and Ad Hoc Reports.</b> Two thousand dollars (\$2,000.00) per calendar day that a report is late or incorrect.</p>			<a href="#">2/8/2019</a>