Addendum #12

Revised Appendix O

RFP# 305PUR-DHHRFP-BH-MCO-2014-MVA

BAYOUHEALTH
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Requirements Checklist for Health Plans

(Plan, sub names goes here)

	Checklist Item	Location
1	Subcontracts shall not contain terms for reimbursement at rates that are less than the published Medicaid fee-for -service rate in effect on the date of service unless a subcontractor-initiated request has been submitted to and approved by DHH. Note: the Health Plan shall not propose to subcontractors reimbursement rates that are less that the published Medicaid fee-for-service rate.	
2	Contain language that the subcontractor shall adhere to all requirements set forth for Health Plan subcontractors in the contract between DHH and Health Plan and department issued ***Guides;*** and either physically incorporating these document as appendices to the subcontract or include language in the subcontract that the Health Plan shall furnished these documents to the provider upon request.	
3	Include a signature page which contains a Health Plan and provider name which are typed or legibly written, provider company with titles, and dated signature of all appropriate parties; (applicable for renewals as well). All subcontracts must be in writing and signed by the Health Plan and subcontractor.	
4	Specify the effective dates of the subcontract agreement.	
5	Specify that the subcontract and its appendices contain all the terms and conditions agreed upon by the both parties.	
6	Require that no modification or change of any provision of the subcontract shall be made unless such modification is incorporated and attached as a written amendment to the subcontract and signed by the parties, however the Health Plan may provide amendments by written notification through the Health Plan bulletin board, if mutually agreed to in terms of the subcontract and with prior notice to DHH.	
7	Specify procedures and criteria for any alterations, variations, modifications, waivers, extensions of the subcontract termination date, or early termination of the subcontract and that such change shall only be valid when reduced to writing, duly signed and attached to the original of the subcontract; however the Health Plan may provide amendments by written notification through Health Plan bulletins, if mutually agreed to in terms of the contract and with prior notice to DHH.	
8	Specify that the Health Plan and subcontractor recognize that in the event of termination of the contract between the Health Plan and DHH for any of the reasons described in the contract, the Health Plan shall immediately make available, to DHH, or its designated representative, in a usable form, any and all records, whether medical or financial, related to the Health Plan's and subcontractor's activities undertaken pursuant to the subcontract agreement. The provision of such records shall be at no expense to DHH.	
9	Assure the subcontractor shall not, without prior approval of the Health Plan, enter into any subcontract or other agreement for any of the work contemplated under the subcontract without approval of the Health Plan.	
10	Require that if any requirement in the subcontract is determined by DHH to conflict with the subcontract between DHH and the Health Plan, such requirement shall be null and void and all other provisions shall remain in full force and effect.	
11	Identify the population covered by the subcontract.	
12	Specify that the services provided under the subcontract must be in accordance with the Louisiana Medicaid State Plan and require that the subcontractor shall provide these services to members through the last day that the subcontract is in effect. All final Medicaid benefit determinations are within the sole and exclusive authority of DHH or its designee.	
13	Specify that the subcontractor may not refuse to provide medically necessary or core preventive benefits and services to Health Plan members specified under the contract between DHH and the Health Plan for non-medical reasons (except those services allowable under federal law for religious or moral objections).	
14	Require that the subcontractor be currently licensed and/or certified under applicable state and federal statutes and regulations and shall maintain throughout the term of the subcontract all necessary licenses, certifications, registrations and permits as are required to provide the health care services and/or other related activities delegated by the Health Plan.	

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15	Specify the amount, duration and scope of core benefits and services as specified in the Louisiana Medicaid State Plan that are provided by the subcontractor, including all specific requirements outlined in the Contract between DHH and the Health Plan.	
16	Provide that emergency services be coordinated without the requirement of prior authorization of any kind.	
17	Require that if the subcontractor performs laboratory services, the subcontractor must meet all applicable state requirements and 42 CFR §§ 493.1 and 493.3, and any other federal requirements.	
18	Specify that the provider may not refuse to provide covered medically necessary or covered preventative services to members for non-medical reasons. However, the provider shall not be required to accept or continue treatment of a patient with whom the provider feels he/she cannot establish and/or maintain a professional relationship.	
19	Include a provision which states the subcontractor is not permitted to encourage or suggest, in any way, that members be placed in state custody in order to receive medical or specialized behavioral health services covered by DHH.	
20	Require that an adequate record system be maintained for recording services, service providers, charges, dates and all other commonly required information elements for services rendered to Health Plan members pursuant to the subcontract (including but not limited to such records as are necessary for the evaluation of the quality, appropriateness, and timeliness of services performed under the contract between DHH and the Health Plan). Health Plan members and their representatives shall be given access to and can request copies of the members' medical records, to the extent and in the manner provided by LRS 40:1299.96 and 45 CFR 164.524 as amended and subject to reasonable charges.	
21	Include medical record requirements as specified in the contract between DHH and the Health Plan.	
22	Require that any and all member records including but not limited to administrative, financial, and medical be retained (whether electronic or paper) for a period of six (6) years after the last payment was made for services provided to a member and retained further if the records are under review, audit, or related to any matter in litigation until the review, audit, or litigation is complete. The exception to this requirement shall include records pertaining to once-in-a-lifetime events such as but not limited to appendectomy and amputations etc., which must be retained indefinitely and may not be destroyed. This requirement pertains to the retention of records for Medicaid purposes only; other state or federal rules may require longer retention periods. Current State law (La. R.S. 40:1299.96) requires physicians to retain their records for at least six (6) years. These minimum record keeping periods commence from the last date of treatment. After these minimum record-keeping periods, state law allows for the destruction of records. Said records shall be made available for fiscal audit, medical audit, medical review, utilization review, and other periodic monitoring upon request of an authorized representative of DHH.	
23	Provide that DHH, U.S. Department of Health and Human Services (HHS), CMS, Office of Inspector General Comptroller, State Legislative Auditor's Office, and the Louisiana Attorney General's Office shall have the right to evaluate through audit, inspection, or other means, whether announced or unannounced, any records pertinent to the contract between DHH and the Health Plan, including quality, appropriateness and timeliness of services and the timeliness and accuracy of encounter data and practitioner claims submitted to the Health Plan. Such evaluation, when performed, shall be performed with the cooperation of the Health Plan. Upon request, the Health Plan shall assist in such reviews.	
24	Require the subcontractor comply and submit to the Health Plan disclosure of information in accordance with the requirement specified in 42 CFR §455, Subpart B.	
25	Whether announced or unannounced, provide for the participation and cooperation in any internal and external quality assessment review, utilization management, and grievance procedures established by the Health Plan and/or DHH or its designee.	
26	Specify that the subcontractor shall monitor and report the quality of services delivered under the subcontract and initiate a plan of correction where necessary to improve quality of care, in accordance with that level of care which is recognized as acceptable professional practice in the respective community in which the Health Plan/subcontractor practices and/or the standards established by DHH or its designee.	
27	Require that the subcontractor comply with any corrective action plan initiated by the Health Plan and/or required by DHH.	

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28	Specify any monetary penalties, sanctions or reductions in payment that the Health Plan may assess on the provider for specific failures to comply with sub-contractual and/or credentialing requirements. This shall include, but may not be limited to a provider's failure or refusal to respond to the Health Plan's request for information, the request to provide medical records, credentialing information, etc.; at the Health Plan's discretion or a directive by DHH, the Health Plan shall impose at a minimum, financial consequences against the provider as appropriate.	
29	Provide for submission of all reports and clinical information required by the Health Plan for reporting purposes such as HEDIS, AHRQ, and EPSDT.	
30	Require safeguarding of information about Health Plan members according to applicable state and federal laws and regulations and as described in contract between DHH and the Health Plan.	
31	Provide the name and address of the official payee to whom payment shall be made.	
32	Make full disclosure of the method and amount of compensation or other consideration to be received from the Health Plan.	
33	Provide for prompt submission of complete and accurate claims information needed to make payment.	
34	Provide that the Health Plan shall pay ninety percent (90%) of all clean claims of each provider type, within fifteen (15) business days of the date receipt. The Health Plan shall pay ninety-nine (99%) of all clean claims of each provider type, within thirty (30) calendar days of the date of receipt. The date of receipt is the date the Health Plan receives the claim, as indicated by its date stamp on the claim. The date of payment is the date of the check or other form of payment. The Health Plan and its subcontractors may, by mutual agreement, establish an alternative payment schedule. Any alternative schedule must be stipulated in the subcontract.	
35	Provide that subcontractors must submit all clean claims for payment no later than **one hundred and eighty (180) days** ~~twelve (12) months~~ from the date of service.	
36	Specify that the subcontractor shall accept the final payment made by the Health Plan as payment-in-full for core benefits and services provided and shall not solicit or accept any surety or guarantee of payment from DHH or the member(s). Member shall include the patient, parent(s), guardian, spouse or any other legally or potentially legally, responsible person of the member being served.	
37	Specify that at all times during the term of the subcontract, the subcontractor shall indemnify and hold DHH harmless from all claims, losses, or suits relating to activities undertaken pursuant to the contract between DHH and the Health Plan, unless the subcontractor is a state agency. For subcontractors that are not state agencies, the indemnification may be accomplished by incorporating such language from the contract between DHH and the Health Plan in its entirety in the subcontractor's agreement or by use of other language developed by the Health Plan and approved by DHH. For state agencies, the liability protection may be accomplished by incorporating language developed by the state agency and approved by DHH.	
38	Require the subcontractor to secure all necessary liability and malpractice insurance coverage as is necessary to adequately protect the Health Plan's members and the Health Plan under the subcontract. The subcontractor shall provide such insurance coverage upon execution and at all times during the subcontract and shall furnish the Health Plan with written verification of the existence of such coverage.	
39	Specify that the subcontractor agrees to recognize and abide by all state and federal laws, rules and regulations and guidelines applicable to the provision of services under Bayou Health.	
40	Provide that the agreement incorporates by reference all applicable federal and state laws, rules or regulations, and revisions of such laws, rules, or regulations shall automatically be incorporated into the subcontract as they become effective. In the event that changes in the subcontract as a result of revisions and applicable federal or state law materially affect the position of either party, the Health Plan and subcontractor agree to negotiate such further amendments as may be necessary to correct any inequities.	
41	Specify procedures and criteria for any alterations, variations, modifications, waivers, extensions of the subcontract termination date, or early termination of the subcontract and that such change shall only be valid when reduced to writing, duly signed and attached to the original of the subcontract; however, the Health Plan may provide amendments by written notification through a Health Plan bulletins, if mutually agreed to in terms of the subcontract and with prior notice to DHH.	

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42	Specify that the Health Plan and subcontractor recognize that in the event of termination of the contract between the Health Plan and DHH for any of the reasons described in contract between the Health Plan and DHH, the Health Plan shall immediately make available, to DHH, or its designated representative, in a usable form, any and all records, whether medical or financial, related to the Health Plan's and its subcontractor's activities undertaken pursuant to the subcontract. The provision of such records shall be at no expense to DHH.	
43	Provide that the Health Plan and subcontractor shall be responsible for resolving any disputes that may arise between the two (2) parties, and that no dispute shall disrupt or interfere with the provisions of services to the Health Plan member.	
44	Include a conflict of interest clause as stated in the contract between DHH and the Health Plan.	
45	Specify that the subcontractor must adhere to the Quality Assessment Performance Improvement (QAPI) and Utilization Management (UM) requirements as outlined the contract between DHH and the Health Plan. The QAPI and UM requirements shall be included as part of the subcontract between the Health Plan and the subcontractor.	
46	Provide that all subcontractors shall give Health Plan immediate notification in writing by certified mail of any litigation, investigation, complaint, claim or transaction that may reasonably be considered to have a material impact on the subcontractor's ability to perform the services included in its contract with the Health Plan.	
47	Contain no provision which provides incentives, monetary or otherwise, for the withholding of medically necessary care.	
48	Specify that the subcontractor shall not assign any of its duties and/or responsibilities as required in the contract between DHH and the Health Plan without the prior written consent of the Health Plan.	
49	Specify that hospital subcontracts require that the hospital notify the Health Plan and DHH of the birth of a newborn when the mother is a member of the Health Plan and require that the hospital complete the web-based DHH Request for Medicaid ID Number, including indicating that the mother is a member of the Health Plan, and submitting the form electronically to DHH.	
50	For any subcontract with an FQHC/RHC, the subcontract shall specify that the Health Plan shall reimburse the FQHC/RHC the PPS rate in effect on the date of service for each encounter.	
51	Specify that the Health Plan shall not prohibit or otherwise restrict, a health care professional acting within the lawful scope of practice, from advising or advocating on behalf of an enrollee who is his or her patient {1932(b)(3(D), 42 CFR §438.102(a)(1)(i),(ii),(iii) and (iv)}: a) for the enrollee's health status, medical care, or treatment options, including any alternative treatment that may be self-administered; b) for any information the enrollee needs in order to decide among all relevant treatment options; c) for the risks, benefits, and consequences of treatment or non-treatment; and d) for the enrollee's right to participate in decisions regarding his or her health care, including the right to refuse treatment, and to express preferences about future treatment decisions.	
52	Provide that in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et. seq.) and its implementing regulation at 45 C.F.R. Part 80 (2001, as amended), the subcontractor must take adequate steps to ensure that persons with limited English skills receive free of charge the language assistance necessary to afford them meaningful and equal access to the benefits and services provided under the subcontract.	
53	Contain no provision which restricts a subcontractor from subcontracting with another Health Plan or other managed care entity.	
54	Provide that all records originated or prepared in connection with the subcontractor's performance of its obligations under the subcontract, including but not limited to, working papers related to the preparation of fiscal reports, medical records, progress notes, charges, journals, ledgers, and electronic media, will be retained and safeguarded by the subcontractor in accordance with the terms and conditions of the contract between DHH and the Health Plan.	

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	Checklist Item	Location
55	The subcontract must further provide that the subcontractor agrees to retain all financial and programmatic records, supporting documents, statistical records and other records of members relating to the delivery of care or service under the contract between DHH and the Health Plan and as further required by DHH, for a period of six (6) years from the expiration date of the contract between DHH and the Health Plan, including any contract extension(s). If any litigation, claim, or other actions involving the records have been initiated prior to the expiration of the six (6) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it or until the end of the six (6) year period, whichever is later. If the subcontractor stores records on microfilm or microfiche or other electronic means, the subcontractor must agree to produce, at its expense, legible hard copy records upon the request of state or federal authorities, within twenty-one (21) calendar days of the request.	
56	When the Health Plan has entered into alternative reimbursement arrangements with subcontractors (with prior approval by the Department), require submission of all encounter data to the same standards of completeness and accuracy as required for proper adjudication of fee-for-service claims by the Health Plan. NOTE: Health Plan shall not enter into alternative reimbursement arrangements with FQHCs or RHCs.	
57	State that in accordance with 42 CFR §438.210(e) compensation to the Health Plan or individuals that conduct utilization management activities is not structured so as to provide incentives for the individual or Health Plan to deny, limit, or discontinue medically necessary services to any member.	
58	Provide that subcontractors, as applicable, register all births through LEERS (Louisiana Electronic Event Registration System) administered by DHH/Vital Records Registry.	
59	Provide that PCP's subcontract specify the maximum number of linkages the Health Plan may link to the PCP. The subcontract shall also stipulate that by signing the subcontract the PCP confirms that the PCP's total number of Medicaid members for the Health Plan Program will not exceed 2,500 lives.	
60	Specify that the Health Plan shall not have a contract arrangement with any service provider in which the provider represents or agrees that it will not contract with another Health Plan or in which the Health Plan represents or agrees that it will not contract with another provider	
61	Specify that the Health Plan shall not advertise or otherwise hold itself out as having an exclusive relationship with any service provider	