

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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HBL2-05	Healthy Blue 10000 Perkins Rowe Suite G-510 Baton Rouge, LA 70810	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.	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
HBL2-06	Healthy Blue 10000 Perkins Rowe Suite G-510 Baton Rouge, LA 70810	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.	12/21/2017	1/17/2018		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.			1/25/2018

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HBL2-07	Healthy Blue 10000 Perkins Rowe Suite G-510 Baton Rouge, LA 70810	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	Healthy Blue 10000 Perkins Rowe Suite G-510 Baton Rouge, LA 70810	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	Healthy Blue 10000 Perkins Rowe Suite G-510 Baton Rouge, LA 70810	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	Healthy Blue 10000 Perkins Rowe Suite G-510 Baton Rouge, LA 70810	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	Healthy Blue 10000 Perkins Rowe Suite G-510 Baton Rouge, LA 70810	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
HBL2-12	Healthy Blue 10000 Perkins Rowe Suite G-510 Baton Rouge, LA 70810	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.	2/15/2019	\$50,000	

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HBL2-13	Healthy Blue 10000 Perkins Rowe Suite G-510 Baton Rouge, LA 70810	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.				Five thousand dollars (\$5,000.00) for each month that an MCO's claims performance percentages by claim type fall below the performance standard. Twenty-five thousand dollars (\$25,000.00) for each additional month that the claims performance percentages by claim type, by MCO fall below the performance standards.	4/2/2019	\$5,000	
HBL2-14	Healthy Blue 10000 Perkins Rowe Suite G-510 Baton Rouge, LA 70810	ACT 582 - 2018 Regular Legislative Session 7.6.3.3. The MCO shall require unlicensed staff of provider organizations rendering and receiving reimbursement for Mental Health Rehabilitation (MHR) services to obtain and submit National Provider Identifier (NPI) numbers to the MCO, as well as documentation verifying the unlicensed staff meets all qualifications and requirements for providing mental health rehabilitation (MHR) services established by law, rules, regulations and the Medicaid Behavioral Health Service Provider Manual, inclusive of Evidence-Based Practice (EBP) MHR services, prior to reimbursing agencies for services provided by these staff. Claims submitted for MHR services shall include rendering provider NPIs and other MCO required identifiers regardless of whether the rendering staff is licensed or unlicensed. The MCO shall configure systems to deny claims for services when rendering providers and NPIs are denoted on claims for service that have not been credentialed and approved by the MCO. The MCO shall submit their policies, procedures and work plan associated with this requirement to LDH for approval within 30 days of contract execution. The MCO's work plan shall include timelines associated with systems configuration, systems testing phases, education and outreach to providers, communication notices to providers, and the effective date the MCO's unlicensed staff NPI requirement will go-live.	4/16/2019			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.			9/5/2019
HBL2-15	Healthy Blue 10000 Perkins Rowe Suite G-510 Baton Rouge, LA 70810	13.6.1. Specific Timeframes 13.6.1.2. Standard Resolution of Appeals For standard resolution of an appeal and notice to the affected parties, the timeframe is established as thirty (30) calendar days from the day the MCO receives the appeal. This timeframe may be extended under Section 13.6.2.1 of this Section. 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: • The member requests the extension; or • The MCO shows (to the satisfaction of LDH, upon its request) that there is need for additional information and how the delay is in the member's interest.	4/17/2019			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.			6/25/2019

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HBL2-16	Healthy Blue 10000 Perkins Rowe Suite G-510 Baton Rouge, LA 70810	12.21.1. The MCO and all subcontractors, including PBMs and providers, are subject to the Marketing and Member Education requirements set forth in Section 12.1 – 12.10 of the contract. This includes the review and approval of all marketing and member materials including, but not limited to, websites and social media, ID cards, call scripts for outbound calls or customer service centers, provider directories, advertisement and direct member mailings. 12.21.2. Members of an MCO must have free access to any pharmacy participating in the MCO's network (except in cases where the member is participating in the pharmacy lock-in program). Neither the MCO nor any subcontractor is allowed to steer members to certain network providers. LDH retains the discretion to deny the use of marketing and member material that it deems to promote undue patient steering.			7/26/2019	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.	7/24/2019	\$255,000	
HBL2-17	Healthy Blue 10000 Perkins Rowe Suite G-510 Baton Rouge, LA 70810	LDH directive related to the implementation of the Hepatitis C subscription model. 17.6.6.5 LDH reserves the right to review and prohibit any recoupment.	7/31/2019			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.			
HBL2-18	Healthy Blue 10000 Perkins Rowe Suite G-510 Baton Rouge, LA 70810	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 75%. The MCO will not be penalized if it can demonstrate a minimum of 50% accuracy in conjunction with a two percentage point improvement from the prior audit period.				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 75% per audit period and does not demonstrate a minimum accuracy rate of 50% in conjunction with a two percentage point increase from the prior audit period. One thousand dollars (\$1,000) per calendar day for failure to correct inaccurate provider directory data within 14 days of notification by LDH.	9/5/2019	\$50,000	
HBL2-19	Healthy Blue 10000 Perkins Rowe Suite G-510 Baton Rouge, LA 70810	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 all impacted claims for all providers and shall not require the provider to resubmit the impacted claims.	10/15/2019			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.			
HBL2-20	Healthy Blue 10000 Perkins Rowe Suite G-510 Baton Rouge, LA 70810	8.4.2. The MCO UM Program policies and procedures shall include service authorization policies and procedures consistent with 42 CFR §438.210, 42 CFR §441 Subpart D, state laws and regulations, Medicaid State Plan and waivers, and the court-ordered requirements of Chisholm v. Gee and Wells v. Gee for initial and continuing authorization of services...	10/18/2019			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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HBL2-21	Healthy Blue 10000 Perkins Rowe Suite G-510 Baton Rouge, LA 70810	7.13.6. As required by 42 CFR §438.6(1), §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 function and responsibility that it delegates to any subcontractor, including but not limited to: 7.13.6.4. The MCO must have a written agreement between the MCO and the subcontractor that specifies the activities and reporting responsibilities delegated to the subcontractor; and provides for revoking delegation or imposing other sanctions if the subcontractor's performance is inadequate; 7.13.6.5. 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; 7.13.6.6. The MCO shall identify deficiencies or areas for improvement, and take corrective action.	10/21/2019		11/4/2019	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.			
HBL2-22	Healthy Blue 10000 Perkins Rowe Suite G-510 Baton Rouge, LA 70810	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 LDH 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, nonemergency 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.	10/28/2019			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.			