Bobby Jindal
GOVERNOR

Bruce D. Greenstein
SECRETARY

State of Louisiana

Department of Health and Hospitals
Bureau of Health Services Financing

December 29, 2011

Dear CommunityCARE Provider:

Thank you for your participation in CommunityCARE and your efforts to improve the quality of health care for Louisiana's Medicaid and LaCHIP recipients. As you know, the Department of Health and Hospitals (DHH) has begun implementation of BAYOU HEALTH in an effort to further improve services to recipients. PCPs have the option to enter into contracts with the five BAYOU HEALTH Plans as they determine appropriate. DHH understands the importance of continuity of care and providing recipients with needed information so that they may select the plan that is best for them and their family.

As part of the transition from CommunityCARE to BAYOU HEALTH, DHH has initiated an outreach campaign. **We are providing current PCPs participating in CommunityCARE the opportunity to join DHH in the BAYOU HEALTH outreach campaign.** By entering into a voluntary agreement with DHH, current CommunityCARE PCPs will be able to assist those patients that expressly ask for help in completing and transmitting a completed BAYOU HEALTH Enrollment Form to the BAYOU HEALTH Enrollment Center which is staffed by Maximus (the contracted BAYOU HEALTH Enrollment Broker). It is important to note that **outreach is different than marketing** and marketing related prohibitions in the BAYOU HEALTH Contracts have not changed.

In order to be eligible to assist with outreach, a PCP must meet the following criteria:

- Be an active CommunityCARE provider;
- Be a participating provider in at least one BAYOU HEALTH Plan;
- Have current Medicaid and LaCHIP recipients linked to you.

PCPs volunteering to assist with outreach will need to undertake the following steps:

- Register with DHH as a BAYOU HEALTH outreach site by completing the attached supplemental agreement to the current CommunityCARE Agreement (this agreement relates only to assisting in the enrollment with BAYOU HEALTH and does not include any assistance with the Medicaid or LaCHIP application or enrollment process or enrollment in Medicaid or LaCHIP);
- Ensure that outreach is conducted in accordance with the Agreement; and
- Not engage in prohibited marketing activities.

If you are interested in participating as a BAYOU HEALTH outreach site, please complete the attached agreement and return it to Damiane Ricks via e-mail at Damiane.Ricks@la.gov or by fax at (225) 389-8122. Questions can be addressed to Damiane by e-mail or by calling (225) 342-7877.

We thank you for your commitment to our Medicaid and LaCHIP recipients and look forward to partnering with you in making Medicaid better.

Sincerely,

Don C. Gregory
Medicaid Director

CommunityCARE/BAYOU HEALTH Outreach Agreement

Provider Name: _____ Provider #: _____

Physical Address: _____

_____

Suite: _____

City: _____ Parish: _____ State: ____ Zip Code: _____

Office Phone Number: _____ Office Fax Number: _____

Email Address: _____

Primary BAYOU HEALTH Outreach Liaison _____

Place a check in the first column to indicate all BAYOU HEALTH Plans that you have contracted with to participate in their provider network.

	BAYOU HEALTH Plan Name
	Amerigroup
	Community Health Solutions
	LaCare
	Louisiana Healthcare Connections
	United HealthCare Community Plan

List all office staff that may assist with BAYOU HEALTH outreach:

Name of Employee	Title

Please submit form to Damiane Ricks with DHH via fax (225-389-8122) or e-mail (Damiane.Ricks@la.gov).

CommunityCARE/BAYOU HEALTH Outreach Agreement

Provider Name: _____ **Provider Number:** _____

The above named provider does hereby elect to participate in the Louisiana Medicaid BAYOU HEALTH Outreach Initiative. This Supplemental Agreement is voluntarily entered into by the CommunityCARE Primary Care Provider (PCP) to assist with outreach activities. The terms of participation in outreach activities are outlined below. This agreement is in addition to the current CommunityCARE provider agreement that remains in effect. Furthermore, terms and conditions governing marketing, member education, allowable and prohibited activities will continue to apply in accordance with the any respective BAYOU HEALTH Plan contract (Refer to Attachment I). PCPs are responsible for ensuring that they adhere to all provider agreement and contract standards.

Definitions:

Choice Counseling is defined as Enrollment Broker activities such as answering questions and providing information in an unbiased manner on available BAYOU HEALTH Plans and advising potential enrollees and enrollees of factors to consider when choosing a Plan.

Cold Call Marketing is defined as any unsolicited personal contact with a Medicaid or LaCHIP eligible individual by the Health Plan, its staff, its volunteers or its vendors/contractors with the purpose of influencing the Medicaid/LaCHIP eligible individual to enroll in a Plan or either to not enroll in or to disenroll from another Plan.

Enrollment is defined as the process conducted by the Enrollment Broker by which an eligible Medicaid/LaCHIP recipient becomes a member of a BAYOU HEALTH Plan.

Enrollment Broker is defined as the state's contracted or designated agent that performs functions related to choice counseling, enrollment and disenrollment of potential enrollees and enrollees into a BAYOU HEALTH Plan. The BAYOU HEALTH Enrollment Broker is Maximus Health Services, Inc.

Marketing is defined in 42 CFR §438.104 (a) as any communication from a Health Plan to a Medicaid/LaCHIP eligible who is not enrolled in that Health Plan that can reasonably be interpreted to influence the recipient to 1) enroll in that particular Health Plan's Medicaid product, or 2) either not enroll in, or disenroll from, another Health Plan's Medicaid product.

The parties, intending to be legally bound, agree as follows:
Primary Care Provider agrees to assist their current patients in enrollment **if such assistance is expressly requested by the Member**. PCP agrees to assist with all requests for enrollment, including assisting with enrollment in Plans that the PCP does not participate in.
Enrollment assistance by PCPs is limited to:
1) Providing a paper Enrollment Form and assisting the patient with completion and transmission of the Form to the Enrollment Center; and/or

2) Use of telephone to call the BAYOU HEALTH Enrollment Center, or placing the call to the Enrollment Center to enroll the patient in the Health Plan selected by the patient, with the patient present; and/or

3) Use of computer to electronically enroll the patient in a Health Plan selected by the patient using the Web-based enrollment system with the patient present.

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CommunityCARE/BAYOU HEALTH Outreach Agreement

PCP agrees to assist with BAYOU HEALTH enrollment as follows:

- PCP shall assist patients only upon express request from the patient for assistance;
- PCP shall not "steer" patients to a Plan or otherwise influence a member's selection of a Plan;
- PCP shall not engage in marketing (see definitions) activities;
- PCP shall not provide choice counseling (see definitions) to patients but must direct and/ or assist the patient to contact the BAYOU HEALTH Enrollment Center (1-855-229-6848)with any questions;
- PCP shall not "cold-call" or otherwise provide unsolicited assistance;
- PCP shall not require or encourage the patient to request assistance;
- PCP will not be reimbursed for administrative costs by DHH or a Health Plan for enrollment assistance voluntarily provided under this agreement;
- PCP shall not pre-fill Enrollment Forms with name of a Health Plan identified;
- PCP shall include information on Enrollment Form identifying the individual assisting with the enrollment process; and
- If access to computers or telephones is provided, PCP must assure that such access provides sufficient privacy to ensure an unbiased choice and safeguards against disclosure of personal information to others.

I certify that I have read the above conditions set forth in this agreement, and that the information provided is accurate. I understand that failure to comply with any of the provisions in this agreement may result in sanctions against a BAYOU HEALTH Plan. I further understand that DHH may terminate this agreement immediately upon written notice to the provider when such is considered necessary to ensure the continuance of necessary and appropriate service to Medicaid and LaCHIP recipients. This agreement will automatically terminate August 31, 2012 (90 days after the transition from CommunityCARE to BAYOU HEALTH.

_____ _____

CommunityCARE Provider (Please Print) Provider #

_____ _____

CommunityCARE Provider Authorized Signature Date

FOR DHH USE ONLY:

_____ _____

Please submit form to Damiane Ricks with DHH via fax (225-389-8122) or e-mail (Damiane.Ricks@la.gov).

CommunityCARE/BAYOU HEALTH Outreach Agreement

Attachment I

Marketing prohibitions are detailed in Section 11 of the Shared Savings RFP and Section 12 of the Prepaid RFP which can be viewed online at http://new.dhh.louisiana.gov/index.cfm/page/840.

Below is a summary of provisions. Changes to marketing requirements will be posted online at XX and supersede the provisions below. CommunityCARE providers are responsible for monitoring and adhering to any changes to requirements.

Prohibited Marketing Activities
The CCN and its subcontractors are prohibited from in engaging in the following activities:

- Marketing directly to Medicaid potential enrollees or CCN prospective enrollees, including persons currently enrolled in Medicaid or other CCNs (including direct mail advertising, "spam", door-to-door, telephonic, or other "cold call" marketing techniques);
- Asserting that the CCN is endorsed by CMS, the federal or state government or similar entity;
- Distributing plans and materials or making any statement (written or verbal) that DHH determines to be inaccurate, false, confusing, misleading or intended to defraud members or DHH. This includes statements which mislead or falsely describe covered services, membership or availability of providers and qualifications and skills of providers and assertions the recipient of the communication must enroll in a specific plan in order to obtain or not lose benefits;
- Portraying competitors or potential competitors in a negative manner;
- Attaching a Medicaid application and/or enrollment form to marketing materials;
- Assisting with enrollment or improperly influencing CCN selection;
- Inducing or accepting a member's enrollment or disenrollment;
- Using the seal of the state of Louisiana, DHH's name, logo or other identifying marks on any materials produced or issued, without the prior written consent of DHH;
- Distributing marketing information (written or verbal) that implies that joining CCNs or a particular CCN is the only means of preserving Medicaid coverage or that CCNs or a particular CCN is the only provider of Medicaid services and the potential enrollee must enroll in the CCN or CCNs to obtain benefits or not lose benefits;
- Comparing their CCN to another organization/CCN by name;
- Sponsoring or attending any marketing or community health activities or events without notifying DHH within the timeframes specified in this RFP;

CommunityCARE/BAYOU HEALTH Outreach Agreement

- Engaging in any marketing activities, including unsolicited personal contact with a potential enrollee, at an employer-sponsored enrollment event where employee participation is mandated by the employer;

- Offering any gifts or material (either provided by the CCN or a third party source) with financial value, or financial gain as incentive to or conditional upon enrollment. Promotional items having no substantial resale value ($15.00 or less in value) are not considered things of financial value. Cash gifts of any amount, including contributions made on behalf of people attending a marketing event, gift certificates or gift cards are not permitted to be given to enrollees or the general public;

- Making reference to any health-related rewards offered by the plan (such as monetary rewards for participation in smoking cessation) in pre-enrollment marketing materials;

- Marketing or distributing marketing materials, including member handbooks, and soliciting members in any other manner, inside, at the entrance or within 100 feet of check cashing establishments, public assistance offices, /DCFS eligibility offices for the Supplemental Nutrition Assistance Program (SNAP), FITAP, Medicaid Eligibility Offices and/or certified Medicaid Application Centers. Medicaid Eligibility Office staff or approved DHH agents shall be the only authorized personnel to distribute such materials;

- Conducting marketing or distributing marketing materials in hospital emergency rooms, including the emergency room waiting areas, patient rooms or treatment areas;

- Copyrighting or releasing any report, graph, chart, picture, or other document produced in whole or in part relating to services provided under this Contract on behalf of the CCN without the prior written consent of DHH;

- Purchasing or otherwise acquiring or using mailing lists of Medicaid eligibles from third party vendors, including providers and state offices;

- Using raffle tickets or event attendance or sign-in sheets to develop mailing lists of prospective enrollees;

- Charging members for goods or services distributed at events;

- Charging members a fee for accessing the CCN Web site;

- Influencing enrollment in conjunction with the sale or offering of any private insurance;

- Using a personal or provider-owned communication device (such as a. telephone or cell phone, fax machine, computer) to assist a person in enrolling in a CCN;

- Using terms that would influence, mislead or cause potential members to contact the CCN, rather than the DHH-designated Enrollment Broker, for enrollment;

- Referencing the commercial component of the CCN in any of its Medicaid CCN enrollee marketing materials, if applicable;

- Using terms in marketing materials such as "choose," "pick," "join," etc. unless the marketing materials include the Enrollment Broker's contact information;

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CommunityCARE/BAYOU HEALTH Outreach Agreement

CCN Provider Marketing Guidelines

- When conducting any form of marketing in a provider's office, the CCN must acquire and keep on file the written consent of the provider.
- The CCN may not require its providers to distribute CCN-prepared communications to their patients.
- The CCN may not provide incentives or giveaways to providers to distribute them to CCN members or potential CCN members.
- The CCN may not conduct member education in common areas of provider offices.
- The CCN may not allow providers to solicit enrollment or disenrollment in a CCN, or distribute CCN-specific materials at a marketing activity.
- The CCN shall instruct participating providers regarding the following communication requirements:
    - Participating providers who wish to let their patients know of their affiliations with one or more CCNs must list each CCN with whom they have contracts;
    - Participating providers may display and/or distribute health education materials for **all** contracted CCNs or they may choose not to display and/or distribute for **any** contracted CCNs. Health education materials must adhere to the following guidance:
        - Health education posters cannot be larger than 16" X 24";
        - Children's books, donated by CCNs, must be in common areas;
        - Materials may include the CCNs name, logo, phone number and Web site; and
        - Providers are not required to distribute and/or display all health education materials provided by each CCN with whom they contract. Providers can choose which items to display as long as they distribute items from each contracted CCN and that the distribution and quantity of items displayed are equitable.
- Providers may display marketing materials for CCNs provided that appropriate notice is conspicuously and equitably posted, in both size of material and type set, for all CCNs with whom the provider has a contract.
- Providers may display CCN participation stickers, but they must display stickers by **all** contracted CCNs or choose to not display stickers for **any** contracted CCNs.
- CCN stickers indicating the provider participates with a particular CCN cannot be larger than 5" x 7" and not indicate anything more than "the health plan or CCN is accepted or welcomed here."
- Providers may inform their patients of the benefits, services and specialty care services offered through the CCNs in which they participate. However, providers may not

recommend one CCN over another CCN, offer patients incentives for selecting one CCN over another, or assist the patient in deciding to select a specific CCN.

- Upon termination of a contract with the CCN, a provider that has contracts with other CCNs may notify their patients of the change in status and the impact of such a change on the patient.

Attachment 1
Prohibited Marketing Activities

Marketing prohibitions are detailed in Section 11 of the Shared Savings RFP and Section 12 of the Prepaid RFP which can be viewed online at http://new.dhh.louisiana.gov/index.cfm/page/840.

Below is a summary of provisions. Changes to marketing requirements will be posted online at www.MakingMedicaidBetter.com and supersede the provisions below.

CommunityCARE providers are responsible for monitoring and adhering to any changes to requirements.

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- Asserting that the CCN is endorsed by CMS, the federal or state government or similar entity;

- Distributing plans and materials or making any statement (written or verbal) that DHH determines to be inaccurate, false, confusing, misleading or intended to defraud members or DHH. This includes statements which mislead or falsely describe covered services, membership or availability of providers and qualifications and skills of providers and assertions the recipient of the communication must enroll in a specific plan in order to obtain or not lose benefits;

- Portraying competitors or potential competitors in a negative manner;

- Attaching a Medicaid application and/or enrollment form to marketing materials;

- Assisting with enrollment or improperly influencing CCN selection;

- Inducing or accepting a member's enrollment or disenrollment;

- Using the seal of the state of Louisiana, DHH's name, logo or other identifying marks on any materials produced or issued, without the prior written consent of DHH;

- Distributing marketing information (written or verbal) that implies that joining CCNs or a particular CCN is the only means of preserving Medicaid coverage or that CCNs or a particular CCN is the only provider of Medicaid services and the potential enrollee must enroll in the CCN or CCNs to obtain benefits or not lose benefits;

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Prohibited Marketing Activities

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Prohibited Marketing Activities

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- Using terms that would influence, mislead or cause potential members to contact the CCN, rather than the DHH-designated Enrollment Broker, for enrollment;

- Referencing the commercial component of the CCN in any of its Medicaid CCN enrollee marketing materials, if applicable;

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