



Office of State Procurement Contract Certification of Approval

This certificate serves as a confirmation that the Office of State Procurement has reviewed and approved the contract referenced below.

Reference Number: 2000441824

Amendment Number: 14

Vendor: AETNA BETTER HEALTH INC (LA)

Description: Managed Care Organizations - Emergency

Approved By: PAMELA RICE

Approval Date: 08/24/2022 16:04:51

AMENDMENT TO
AGREEMENT BETWEEN STATE OF LOUISIANA
LOUISIANA DEPARTMENT OF HEALTH

Amendment #: 14

LAGOV#: 2000441824

LDH #: _____

(Regional/ Program/
Facility) _____
Medical Vendor Administration
Bureau of Health Services Financing

Original Contract Amount 773,109,537

Original Contract Begin Date 01-01-2020

Original Contract End Date 12-31-2020

AND

Aetna Better Health, Inc.
Contractor Name

RFP Number: N/A

AMENDMENT PROVISIONS

Change Contract From: From Maximum Amount: \$3,024,864,967.79 Current Contract Term: 01/01/20-12/31/22

See Attachment B - Statement of Work

Change Contract To: To Maximum Amount: _____ Changed Contract Term: N/A

See Attachment B14 - Changes to Statement of Work

Justifications for amendment:

Revisions contained in this amendment are within scope and comply with the terms and conditions as set forth in the RFP. This amendment incorporates revisions to Attachment B - Statement of Work, including changes to insurance requirements for transportation brokers and providers, the removal of LTC Co-Insurance as an excluded population, and provider credentialing updates related to HB 286 of the 2022 Regular Session of the Louisiana Legislature.

This Amendment Becomes Effective: 01-01-2022

This amendment contains or has attached hereto all revised terms and conditions agreed upon by contracting parties.

IN WITNESS THEREOF, this amendment is signed and entered into on the date indicated below.

CONTRACTOR

Aetna Better Health, Inc.

DocuSigned by:

Richard C. Born

6/6/2022

CONTRACTOR SIGNATURE

DATE

PRINT NAME

Richard C. Born

CONTRACTOR TITLE

CEO

STATE OF LOUISIANA
LOUISIANA DEPARTMENT OF HEALTH

Secretary, Louisiana Department of Health or Designee

DocuSigned by:

Patrick Gillies

5/31/2022

SIGNATURE

DATE

NAME

Patrick Gillies

TITLE

Medicaid Executive Director

OFFICE

Louisiana Department of Health

DocuSigned by:

Tara A. LeBlanc

7/20/2022

PROGRAM

338F7ABF393C405...

DATE

NAME

Tara A. LeBlanc

Medicaid Executive Director

**Contract Amendment #14
Attachment B14**

Changes to Statement of Work

Item	Change From:	Change To:	Justification
1	<p>2.6.8. Additional Requirements for MCO Transportation Broker</p> <p>2.6.8.1. Commercial General Liability</p> <p>If the Contractor elects to contract with a Transportation Broker, the Contractor shall require its MCO Transportation Broker to maintain, during the life of the contract between the Contractor and the MCO Transportation Broker, Commercial General Liability Insurance, with a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000, to protect the Contractor, LDH, the MCO Transportation Broker and any subcontractor or provider during the performance of work covered by the Contract or the contract between the Contractor and the MCO Transportation Broker from claims or damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under the Contract or the contract between the Contractor and the MCO Transportation Broker, whether such operations be by the Contractor or by the MCO Transportation Broker, subcontractor or provider, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability to LDH.</p>	<p>2.6.8. Additional Requirements for MCO Transportation Broker</p> <p>2.6.8.1. Commercial General Liability</p> <p>If the Contractor elects to contract with a Transportation Broker, the Contractor shall require its Transportation Broker to maintain, during the life of the contract between the Contractor and the Transportation Broker, Commercial General Liability Insurance, with a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000, to protect the Contractor, LDH, the Transportation Broker and any subcontractor or provider during the performance of work covered by the Contract or the contract between the Contractor and the Transportation Broker from claims or damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under the Contract or the contract between the Contractor and the Transportation Broker, whether such operations be by the Contractor or by the Transportation Broker, subcontractor or provider, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability to LDH. <u>If the Contractor does not contract with a Transportation Broker, the Contractor shall maintain the insurance described in this section. The Contractor and Transportation Broker, if one is utilized, are prohibited from passing the cost of the insurance described in this section down to the NEMT/NEAT providers.</u></p>	<p>This revision is to protect the Department from potential liability in the event that the MCO does not contract with a transportation broker and to ensure that the transportation broker/MCO bears the cost of the commercial general liability insurance.</p>
2	<p>2.6.9. Additional Requirements for NEMT/NEAT Providers</p> <p>2.6.9.1. Commercial General Liability</p>	<p>2.6.9. Additional Requirements for NEMT/NEAT Providers</p> <p>2.6.9.1. Commercial General Liability</p>	<p>This revision rescinds certain insurance requirements and defers to federal, state, and local laws and ordinances where applicable in response to increasing insurance rates impacting transportation providers.</p>

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Item	Change From:	Change To:	Justification
	<p>If the Contractor elects to contract with a Transportation Broker, the Contractor shall require its MCO Transportation Broker to require their NEMT/NEAT providers to maintain, during the life of the provider agreement between the MCO Transportation Broker and the NEMT/NEAT providers, Commercial General Liability Insurance, with a minimum limit of \$100,000 on the business entity, to protect the Contractor, LDH, the MCO Transportation Broker, and the NEMT/NEAT providers during the performance of work covered by the Contract or the provider agreement from claims or damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under the Contract or the provider agreement, whether such operations be by the MCO Transportation Broker, the NEMT/NEAT providers, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability to LDH.</p> <p>2.6.9.2. Automobile Liability</p> <p>If the Contractor elects to contract with a Transportation Broker, the Contractor shall require its Transportation Broker to require their NEMT/NEAT providers to maintain, during the life of the provider agreement between the Transportation Broker and the NEMT/NEAT providers, Automobile Liability Insurance to protect the Contractor, LDH, the Transportation Broker, and the NEMT/NEAT providers during the performance of work covered by the Contract or the provider agreement that shall have coverage of \$25,000 for bodily injury per person, \$50,000 per accident, and \$25,000 for property damages for NEMT providers traveling in-state and \$1,000,000 for NEAT providers. NEMT providers must have a \$1,500,000 liability limit in order to cross state lines with an enrollee onboard. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and</p>	<p><u>The Contractor or its Transportation Broker, if one is utilized, shall not require NEMT providers to maintain Commercial General Liability Insurance, unless such insurance is required by a local ordinance in areas where the NEMT provider operates. The Contractor or its Transportation Broker shall ensure compliance by NEMT providers.</u> If the Contractor elects to contract with a Transportation Broker, the Contractor shall require its Transportation Broker to require their NEMT/NEAT providers to maintain, during the life of the provider agreement between the Transportation Broker and the NEMT/NEAT providers, Commercial General Liability Insurance, with a minimum limit of \$100,000 on the business entity, to protect the Contractor, LDH, the Transportation Broker, and the NEMT/NEAT providers during the performance of work covered by the Contract or the provider agreement from claims or damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under the Contract or the provider agreement, whether such operations be by the Transportation Broker, the NEMT/NEAT providers, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability to LDH.</p> <p>2.6.9.2. Automobile Liability</p> <p><u>The Contractor or its Transportation Broker, if one is utilized, shall</u> If the Contractor elects to contract with a Transportation Broker, the Contractor shall require its Transportation Broker to require their NEMT/NEAT providers to maintain, during the life of the provider agreement between the Transportation Broker and the NEMT/NEAT providers, Automobile Liability Insurance to protect the Contractor, LDH, the Transportation Broker, and the NEMT/NEAT providers during the performance of work covered by the Contract or the provider agreement that shall have coverage of \$25,000 for bodily injury per</p>	

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Item	Change From:	Change To:	Justification
	<p>property damage liability for owned, hired and non-owned automobiles.</p> <p>2.6.9.3. Workers' Compensation</p> <p>If the Contractor elects to contract with a Transportation Broker, the Contractor shall require its Transportation Broker to require their NEMT/NEAT providers to maintain, during the life of the provider agreement between the Transportation Broker and the NEMT/NEAT providers, Workers' Compensation Insurance to protect the NEMT/NEAT providers during the performance of work covered by the Contract or the provider agreement that shall have a minimum limit of \$100,000 per accident/\$100,000 per disease/\$500,000 per employee in accordance with La. R.S. 23:1035.</p> <p>2.6.10. Cyber Liability</p> <p>Cyber liability insurance, including first-party costs, due to an electronic breach that compromises the State's confidential data shall have a minimum limit per occurrence of five million dollars (\$5,000,000). Claims-made coverage is acceptable. It shall provide coverage for the term of this Contract and shall have an expiration date no earlier than thirty (30) calendar days after the anticipated completion of the Contract. Continuous coverage under multiple policies will satisfy this requirement; however, the MCO shall submit a new certificate of insurance upon policy renewal or otherwise obtaining a new policy. Any such policy shall provide an extended reporting period of not less than thirty-six (36) months from the expiration date of the policy, if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.</p>	<p>person, \$50,000 per accident, and \$25,000 for property damages for NEMT providers traveling in-state and \$1,000,000 for NEAT providers. NEMT providers must have a \$1,500,000 liability limit in order to cross state lines with an enrollee onboard. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.</p> <p>2.6.9.3. Workers' Compensation</p> <p><u>The Contractor or its Transportation Broker, if one is utilized, shall ensure that NEMT providers carry Workers' Compensation Insurance as required by Louisiana law. If the Contractor elects to contract with a Transportation Broker, the Contractor shall require its Transportation Broker to require their NEMT/NEAT providers to maintain, during the life of the provider agreement between the Transportation Broker and the NEMT/NEAT providers, Workers' Compensation Insurance to protect the NEMT/NEAT providers during the performance of work covered by the Contract or the provider agreement that shall have a minimum limit of \$100,000 per accident/\$100,000 per disease/\$500,000 per employee in accordance with La. R.S. 23:1035.</u></p> <p><u>2.6.10. Additional Requirements for Ambulance Providers</u></p> <p><u>The Contractor or its Transportation Broker, if one is utilized, shall require all ambulance providers to maintain insurance, including but not limited to Medical Malpractice Liability, Automobile Liability, Commercial General Liability, and Workers' Compensation Indemnity, in accordance with La. R.S. 40:1135.9 and any applicable federal, state, and local law or ordinance.</u></p>	

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Item	Change From:	Change To:	Justification
		<p>2.6.110.Cyber Liability</p> <p>Cyber liability insurance, including first-party costs, due to an electronic breach that compromises the State’s confidential data shall have a minimum limit per occurrence of five million dollars (\$5,000,000). Claims-made coverage is acceptable. It shall provide coverage for the term of this Contract and shall have an expiration date no earlier than thirty (30) calendar days after the anticipated completion of the Contract. Continuous coverage under multiple policies will satisfy this requirement; however, the MCO shall submit a new certificate of insurance upon policy renewal or otherwise obtaining a new policy. Any such policy shall provide an extended reporting period of not less than thirty-six (36) months from the expiration date of the policy, if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.</p>	
3	<p>3.9.1 Medicaid populations that cannot participate in Medicaid Managed Care include:</p> <p>...</p> <p>3.9.1.8 LTC Co-Insurance;</p>	<p>3.9.1 Medicaid populations that cannot participate in Medicaid Managed Care include:</p> <p>...</p> <p>3.9.1.8 LTC Co-Insurance;</p> <p><i>[Subsequent provisions will be renumbered.]</i></p>	<p>This revision removes LTC Co-Insurance as an excluded population as that conflicts with the Contract and State Plan which specify that individuals residing in nursing facilities are mandatorily enrolled in Medicaid managed care for specialized behavioral health services and NEAT.</p>
4	<p>5.20.1. Effective January 1, 2022, and contingent on CMS approval of the enrollee incentive program, LDH will pay the MCO, on a monthly, administrative cost basis, for the costs of COVID-19 vaccine incentive distribution to MCO enrollees in accordance with the Louisiana Medicaid COVID-19 “Shot Per 100,000” COVID vaccine administration enrollee incentive program. The enrollee incentive amount paid shall be determined by LDH. MCOs are entitled to a 9% administration fee in addition to the amount of the incentive distributed through the “Shot</p>	<p>5.20.1. Effective January 1, 2022 <u>upon the program launch date as determined by LDH</u>, and contingent on CMS approval of the enrollee incentive program, LDH will pay the MCO, on a monthly, administrative cost basis, for the costs of COVID-19 vaccine incentive distribution to MCO enrollees in accordance with the Louisiana Medicaid COVID-19 “Shot Per 100,000” COVID vaccine administration enrollee incentive program. The enrollee incentive amount paid shall be determined by LDH. MCOs are entitled to a 9% administration fee in addition to the</p>	<p>This revision is to align the effective date and the launch date due to delays in receiving CMS approval.</p>

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	<p>Per 100,000” program. All payments associated with this program shall be paid separately from the capitation rates on an administrative cost basis. LDH will identify eligible enrollees by leveraging existing data extraction processes and weekly COVID vaccine administration reports and by utilizing MCO internal resources. MCOs will use various data sources and internal databases to confirm enrollee eligibility for the incentive.</p>	<p>amount of the incentive distributed through the “Shot Per 100,000” program. All payments associated with this program shall be paid separately from the capitation rates on an administrative cost basis. LDH will identify eligible enrollees by leveraging existing data extraction processes and weekly COVID vaccine administration reports and by utilizing MCO internal resources. MCOs will use various data sources and internal databases to confirm enrollee eligibility for the incentive.</p>	
5	<p>7.14.5. The MCO shall completely process credentialing applications from all types of provider types within sixty (60) calendar days of receipt of a completed credentialing application, including all necessary documentation and attachments, and a signed provider agreement. “Completely process” shall mean that the MCO shall:</p> <p>7.14.5.1. Review, approve and load approved applicants to its provider files in its claims processing system; and</p> <p>7.14.5.2. Submit on the weekly electronic Provider Directory to LDH or LDH’s designee; or</p> <p>7.14.5.3. Deny the application and assure that the provider is not used by the MCO.</p> <p>7.14.6. If the MCO has delegated credentialing to a subcontractor, there shall be a written description of the delegation of credentialing activities within the contract. The MCO must require that the subcontractor provide assurance that all licensed medical professionals are credentialed in accordance with LDH’s credentialing requirements.</p> <p>7.14.7. The MCO shall not delegate credentialing of specialized behavioral health providers unless approved by LDH in advance.</p>	<p>7.14.5. The MCO shall completely process credentialing applications from all types-of provider types within sixty (60) calendar days of receipt of a completed credentialing application, including all necessary documentation and attachments, and a signed provider agreement. “Completely process” shall mean that the MCO shall:</p> <p>7.14.5.1. Review, approve and load approved applicants to its provider files in its claims processing system; and</p> <p>7.14.5.2. Submit on the weekly electronic Provider Directory to LDH or LDH’s designee; or</p> <p>7.14.5.3. Deny the application and assure that the provider is not used by the MCO.</p> <p><u>7.14.6. Notwithstanding the above, the MCO shall consider providers who maintain hospital privileges or are members of the medical staff of a hospital, FQHC, or RHC to have satisfied, and be otherwise exempt from having to satisfy, any credentialing requirements of the MCO, in accordance with La. R.S. 46:460.61. The MCO shall track the providers who were credentialed by a hospital, FQHC, or RHC, including the expiration or termination of privileges and/or employment. Upon notice of expiration and/or termination, such that the provider no longer maintains any hospital privileges and is no longer a member of</u></p>	<p>For 7.14.5: This revision corrects duplicative language.</p> <p>For 7.14.6 and 7.14.8: This revision streamlines the credentialing process for providers who have already been credentialed by a hospital, FQHC, or RHC in accordance with La. R.S. 46:460.61, as revised by HB 286 of the 2022 Regular Session of the Louisiana Legislature.</p> <p>For 7.14.11: This revision clarifies that the MCO is responsible for complying with the provider notice requirements of La. R.S. §46:460.72(B).</p>

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	<p>7.14.8. To the extent the MCO has delegated credentialing agreements in place with any approved delegated credentialing agency, the MCO shall ensure all providers submitted to the MCO from the delegated credentialing agent is loaded to its provider files and into its claims processing system within thirty (30) calendar days of receipt.</p> <p>7.14.9. The MCO shall notify LDH when the MCO denies a provider credentialing application for program integrity-related reasons or otherwise limits the ability of providers to participate in the program for program integrity reasons.</p> <p>7.14.10. The process of periodic re-credentialing shall be completed at least once every three (3) years.</p>	<p><u>the medical staff of any hospital, FQHC, or RHC, the MCO shall follow its standard process for credentialing a new provider.</u></p> <p>7.14.6-7. If the MCO has delegated credentialing to a subcontractor, there shall be a written description of the delegation of credentialing activities within the contract. The MCO must require that the subcontractor provide assurance that all licensed medical professionals are credentialed in accordance with LDH’s credentialing requirements.</p> <p>7.14.7-8. The MCO shall not delegate credentialing of specialized behavioral health providers <u>unless—except as allowed by La. R.S. 46:460.61 or</u> approved by LDH in advance.</p> <p>7.14.8-9. To the extent the MCO has delegated credentialing agreements in place with any approved delegated credentialing agency, the MCO shall ensure all providers submitted to the MCO from the delegated credentialing agent is loaded to its provider files and into its claims processing system within thirty (30) calendar days of receipt.</p> <p>7.14.9-10. The MCO shall notify LDH when the MCO denies a provider credentialing application for program integrity-related reasons or otherwise limits the ability of providers to participate in the program for program integrity reasons.</p> <p>7.14.10 <u>11</u>. The process of periodic re-credentialing shall be completed at least once every three (3) years. <u>The MCO shall comply with the provider notice requirements in accordance with La. R.S. §46:460.72(B).</u></p> <p><i>[Subsequent provisions will be renumbered.]</i></p>	

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Item	Change From:	Change To:	Justification
6	15.1.7. The MCO's employees, consultants, and its subcontractors and their employees shall cooperate fully and be available in person for interviews and consultation regarding grand jury proceedings, pre-trial conferences, hearings, trials, and in any other process.	15.1.7. The MCO's employees, consultants, and its subcontractors and their employees shall cooperate fully and be available in person for interviews and consultation regarding grand jury proceedings, pre-trial conferences, hearings, trials, and in any other process. <u>The MCO is responsible for any costs incurred.</u>	This revision clarifies that the MCO bears the responsibility for travel and other related expenses associated with its participation in these activities.