



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: 7

Vendor: AETNA BETTER HEALTH INC (LA)

Description: Managed Care Organizations - Emergency

Approved By: PAMELA RICE

Approval Date: 11/08/2021 16:29:20

AMENDMENT TO
AGREEMENT BETWEEN STATE OF LOUISIANA
LOUISIANA DEPARTMENT OF HEALTH

Amendment #: 7
LAGOV#: 2000441824
LDH #: _____

MVA

(Regional/ Program/
Facility) Medical Vendor Administration
Bureau of Health Services Financing
AND
Aetna Better Health, Inc.
Contractor Name

Original Contract Amount 773,109,537
Original Contract Begin Date 01-01-2020
Original Contract End Date 12-31-2020
RFP Number: N/A

AMENDMENT PROVISIONS

Change Contract From: From Maximum Amount: \$1,985,615,753.50 Current Contract Term: 01/01/20-12/31/21

Attachment B - Statement of Work.

Change Contract To: To Maximum Amount: _____ Changed Contract Term: _____

Attachment B7 - 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 the Statement of Work including: (1) Requirements from the Office of State Procurement, the Code of Ethics, and other state and federal regulations; (2) COVID-19 Vaccine Administration; (3) Updates to CFR and MCO guide citations; and (4) other clarifications and revisions that will improve the managed care program.

This Amendment Becomes Effective: 01-01-2021

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 7/13/2021
CONTRACTOR SIGNATURE Richard C. Born .TE
191888E9A1D4445...
PRINT NAME Richard C. Born
CONTRACTOR TITLE CEO

**STATE OF LOUISIANA
LOUISIANA DEPARTMENT OF HEALTH**
Secretary, Louisiana Department of Health or Designee

DocuSigned by:
Michael Boutte 7/14/2021
SIGNATURE Michael Boutte DATE
A5EF5CAAD1724E2...
NAME Michael Boutte
TITLE Interim Medicaid Executive Director
OFFICE Louisiana Department of Health

PROGRAM SIGNATURE _____ DATE _____
NAME _____

**Contract Amendment #7
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Changes to Statement of Work

Item	Change From:	Change To:	Justification
1	[Add new section]	<p>2.6.7. Subcontractor's Insurance</p> <p>The MCO shall require that any and all subcontractors, which are not protected under the MCO's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the MCO <u>or in a reduced amount if approved by LDH at its sole discretion.</u></p> <p>...</p> <p><u>2.6.10 Cyber Liability</u></p> <p><u>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.</u></p>	<p>This revision adds cyber liability insurance requirements, which must be included in all LDH contracts.</p>

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Item	Change From:	Change To:	Justification
2	<p>4.3.4 Provider Services Staff to enable providers to receive prompt responses and assistance and handle provider grievances and disputes. There shall be sufficient Provider Services staff to enable providers to receive prompt resolution of their problems and inquiries and appropriate education about participation in the MCO program and to maintain a sufficient provider network.</p>	<p>4.3.4 Provider Services Staff to enable providers to receive prompt responses and assistance and handle provider grievances and disputes. <u>Provider Services staff shall be dedicated to the Louisiana Medicaid product, and t</u>There shall be sufficient Provider Services staff to enable providers to receive prompt resolution of their problems and inquiries and appropriate education about participation in the MCO program and to maintain a sufficient provider network.</p>	<p>This revision enhances staffing requirements to support the complexity and size of the managed care program.</p>
3	<p>[Add new section]</p>	<p><u>4.6.9 The MCO shall comply with the following cybersecurity training requirements:</u></p> <p><u>4.6.9.1 In accordance with La. R.S. 42:1267(B)(3) and the State of Louisiana’s Information Security Policy, if the Contractor, any of its employees, agents, or subcontractors will have access to State government information technology assets, the Contractor’s employees, agents, or subcontractors with such access must complete cybersecurity training annually, and the Contractor must present evidence of such compliance annually and upon request. The Contractor may use the cybersecurity training course offered by the Louisiana Department of State Civil Service without additional cost or may use any alternate course approved in writing by the Office of Technology Services.</u></p> <p><u>4.6.9.2 For purposes of this Section, “access to State government information technology assets” means the possession of credentials, equipment, or authorization to access the internal workings of State information technology systems or networks. Examples would include but not be limited to State-issued laptops, VPN credentials to</u></p>	<p>This revision adds cybersecurity training requirements, which must be included in all State contracts.</p>

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Item	Change From:	Change To:	Justification
		<p><u>credentials to access the State network, badging to access the State’s telecommunications closets or systems, or permissions to maintain or modify IT systems used by the State. Final determination of scope inclusions or exclusions relative to access to State government information technology assets will be made by the Office of Technology Services.</u></p>	
4	[Add new section]	<p><u>5.4.1.1.5 Targets for HEDIS® incentive-based measure scores without NCQA Quality Compass Medicaid National 50th percentile [All Lines of Business (LOBs) (Excluding Preferred Provider Organizations (PPOs) and Exclusive Provider Organizations (EPOs))] values will be equal to the best performance reported to LDH by any MCO for the prior measurement year.</u></p>	This addition sets targets for HEDIS measures that did not have a Quality Compass benchmark and provides clarity on how the target will be set and evaluated.
5	5.4.5. The withhold arrangement is for a fixed period of time and performance is measured during the rating period under the contract in which the withhold arrangement is applied. Withhold arrangements are available to both public and private contractors under the same terms of performance. Participation in withhold arrangements is not conditioned on the MCO entering into or adhering to intergovernmental transfer agreements.	5.4.5. The with <u>h</u> old arrangement is for a fixed period of time and performance is measured during the rating period under the contract in which the withhold arrangement is applied. <u>Withhold arrangements shall not be renewed automatically.</u> Withhold arrangements are available to both public and private contractors under the same terms of performance. Participation in withhold arrangements is not conditioned on the MCO entering into or adhering to intergovernmental transfer agreements.	This revision adds a criteria required by 42 CFR 438.6.
6	[Add new section]	<p><u>5.19 Reimbursement for COVID-19 Vaccine Administration</u></p> <p><u>5.19.1 Effective April 1, 2021, LDH will pay the MCO, on a quarterly, non-risk basis, for the costs of COVID-19 vaccine administration to MCO enrollees in accordance with the Louisiana Medicaid COVID-19</u></p>	This addition provides for the reimbursement of COVID-19 vaccine administration costs outside of the capitation rates. This is for vaccine administration services only and does not include related treatments.

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		<p><u>Vaccine and Treatment Fee Schedule. This payment shall be separate from the capitation rates and be based upon encounter data provided by the MCO to LDH that have been accepted and have cleared all systems edits in the MMIS. This non-risk arrangement is subject to the federal Medicaid rules for payments under non-risk managed care contracts at 42 CFR §447.362.</u></p> <p><u>5.19.2 The MCO shall submit all encounters for COVID-19 vaccine administration payments in accordance with the terms and conditions of this Contract.</u></p> <p><u>5.19.3 The MCO shall report expenditures on a date of service basis for COVID-19 vaccine administration payment amounts.</u></p> <p><u>5.19.4 The MCO shall reimburse provider claims when performed and coded appropriately and according to the state Medicaid fee-for-service fee schedule for all COVID-19 vaccine administration payments.</u></p>	
7	6.3.4.1.1. The MCO shall allow prescribers and pharmacies to submit PA requests by phone, fax or automated process;	6.3.4.1.1 The MCO shall allow prescribers, and <u>may allow</u> pharmacies <u>at the MCO's discretion,</u> to submit PA requests by phone, fax or automated process;	This revision eliminates the mandate for MCOs to allow pharmacists to submit PAs. MCOs may allow it at their discretion.
8	6.23.3. NEMT/NEAT shall be provided to and from all medically necessary Medicaid state plan services (including carved out services) for those members who lack viable alternate means of transportation. NEMT/NEAT to non-Medicaid covered services is not a core benefit; it may be considered a cost-effective alternative service if so approved by LDH per Section 6.27.	6.23.3. NEMT/NEAT shall be provided to and from all medically necessary Medicaid state plan services (including carved out services) for those members who lack viable alternate means of transportation. NEMT/NEAT to non-Medicaid covered services is not a core benefit; it may be considered a cost-effective alternative service value-added benefit if so approved by LDH per Section 6.276.26 .	This correction clarifies that non-emergency transportation to a non-covered services is considered a value-added benefit to conform with current practice.

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Item	Change From:	Change To:	Justification
9	12.1.9 The MCO is responsible for creation, production and distribution of its own marketing and member materials to its enrollees, using approved LDH templates (see Appendix G). LDH and the LDH Enrollment Broker will only be responsible for distributing general material developed and produced by the MCO for inclusion in the enrollment package distributed to Medicaid enrollees. LDH will determine which materials will be included in the Enrollment Broker generated packet and which materials will be distributed by the MCO.	12.1.9 The MCO is responsible for creation, production and distribution of its own marketing and member materials to its enrollees, using approved LDH templates (see Appendix G—Marketing and Member Education Companion Guide). LDH and the LDH Enrollment Broker will only be responsible for distributing general material developed and produced by the MCO for inclusion in the enrollment package distributed to Medicaid enrollees. LDH will determine which materials will be included in the Enrollment Broker generated packet and which materials will be distributed by the MCO.	This revision updates the reference to the Marketing and Member Education Companion Guide, which contains current versions of marketing and member material templates.
10	12.12.1.34 Additional information that is available upon request, including the following: ... <ul style="list-style-type: none"> How to report alleged marketing violations to LDH utilizing the Marketing Complaint Form. (See Appendix E) 	12.12.1.34 Additional information that is available upon request, including the following: ... <ul style="list-style-type: none"> How to report alleged marketing violations to LDH utilizing the Marketing Complaint Form. (See Appendix E—Marketing and Member Education Companion Guide) 	This revision updates the reference to the Marketing and Member Education Companion Guide, which contains the current version of the form.
11	12.14.4. In accordance with 42 CFR §438.10(f)(6), the provider directory shall include, but not be limited to:	12.14.4. In accordance with 42 CFR §438.10(f)(6), the provider directory shall include, but not be limited to:	This revision corrects the CFR citation.
12	12.14.5. To assist Medicaid potential enrollees in identifying participating providers for each MCO, the Enrollment Broker will maintain and update weekly an electronic provider directory that is accessible through the website www.myplan.healthy.la.gov and will make available, (by mail) paper provider directories which comply with the member material requirements of this Contract.	12.14.5. The hard copy and online provider directories shall not include providers who have submitted no claims within the six (6) calendar months prior to publication, unless the provider was newly credentialed during this six (6) month period. 12.14.6 To assist Medicaid potential enrollees in identifying participating providers for each MCO, the Enrollment Broker will maintain and update weekly an electronic provider directory that is accessible through the website www.myplan.healthy.la.gov and will make available, (by mail) paper provider directories which comply with the member material requirements of this Contract.	This addition improves the provider directory to more accurately reflect the providers that are actively serving enrollees or newly credentialed providers.

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Item	Change From:	Change To:	Justification				
13	12.23.2.3 Alleged marketing violations must be reported to LDH in writing utilizing the Marketing Complaint Form (See Appendix E).	12.23.2.3 Alleged marketing violations must be reported to LDH in writing utilizing the Marketing Complaint Form (See Appendix E Marketing and Member Education Companion Guide).	This revision updates the reference to the Marketing and Member Education Companion Guide, which contains the current version of the form.				
14	17.0 CLAIMS MANAGEMENT 17.1 Functionality	17.0 CLAIMS MANAGEMENT <u>The MCO shall ensure that all provider claims are processed appropriately in accordance with this Contract and the System Companion Guide. The MCO may be subject to monetary penalties if LDH determines, at its sole discretion, that the MCO has inappropriately processed provider claims for services.</u> 17.1 Functionality	This provision adds explicit language requiring the proper adjudication of claims and allows LDH to assess monetary penalties for non-compliance.				
15	20.3 Monetary Penalties ... [Add new monetary penalty.]	<table border="1"> <thead> <tr> <th data-bbox="1032 867 1279 980">FAILED DELIVERABLES</th> <th data-bbox="1279 867 1860 980">PENALTY</th> </tr> </thead> <tbody> <tr> <td data-bbox="1032 980 1279 1177">Claims Processing</td> <td data-bbox="1279 980 1860 1177"><u>One thousand dollars (\$1,000.00) per claim that is not processed appropriately and results in an overpayment to by the MCO that is the subject of a Program Integrity audit finding.</u></td> </tr> </tbody> </table>	FAILED DELIVERABLES	PENALTY	Claims Processing	<u>One thousand dollars (\$1,000.00) per claim that is not processed appropriately and results in an overpayment to by the MCO that is the subject of a Program Integrity audit finding.</u>	This provision establishes a specific monetary penalty for the improper adjudication of claims.
FAILED DELIVERABLES	PENALTY						
Claims Processing	<u>One thousand dollars (\$1,000.00) per claim that is not processed appropriately and results in an overpayment to by the MCO that is the subject of a Program Integrity audit finding.</u>						
16	25.1 Amendments The Contract may be amended at any time as provided in this paragraph. The Contract may be amended whenever appropriate to comply with state and federal requirements or state budget reductions; provided, however, that rates must be certified as actuarially sound. No modification or change of any provision of the	25.1 Amendments The Contract may be amended at any time as provided in this paragraph. The Contract may be amended whenever appropriate to comply with state and federal requirements or state budget reductions; provided, however, that rates must be certified as actuarially sound. No modification or change of any provision of the	This revision clarifies that approval by OSP is required for amendments in accordance with La. R.S. 39:1595.1. This clause must be included in all state contracts.				

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	<p>Contract shall be made or construed to have been made unless such modification is mutually agreed to in writing by the MCO and LDH, and incorporated as a written amendment to the Contract. Any amendment to the Contract shall require approval by LDH, the Division of Administration Office of Contractual Review and may require approval of the CMS Regional Office prior to the amendment implementation.</p> <p>LDH reserves the right to provide written clarification for non-material changes of contract requirements whenever deemed necessary, at any point in the contract period, to ensure the smooth operations of the Medicaid Managed Care Program. Such clarifications shall be implemented by the MCO and will not require an amendment to the Contract.</p>	<p>Contract shall be made or construed to have been made unless such modification is mutually agreed to in writing by the MCO and LDH, and incorporated as a written amendment to the Contract. <u>No amendment shall be valid until executed by all parties and approved in writing by the Office of State Procurement, in accordance with La. R.S. 39:1595.1.</u> Any amendment to the Contract shall require approval by LDH, the Division of Administration Office of Contractual Review and may require approval of the CMS Regional Office prior to the amendment implementation.</p> <p>LDH reserves the right to provide written clarification for non-material changes of contract requirements whenever deemed necessary, at any point in the contract period, to ensure the smooth operations of the Medicaid Managed Care Program. Such clarifications shall be implemented by the MCO and will not require an amendment to the Contract.</p>	
17	<p>25.63 Withholding in Last Month of Payment</p> <p>For the last month of the Contract, the Department shall withhold seventy-five percent (75%) of the final payment to the Contractor for a maximum of one hundred and eighty (180) days from the due date of such amount. LDH may retain and offset this withhold if the outgoing Contractor does not fulfill its contractual obligations, including but not limited to repaying any outstanding monetary penalties and sanctions, or does not repay LDH for payments made on behalf of ineligible recipients, some of which may extend past the term of the Contract.</p>	<p>25.63 Withholding in Last Month of Payment; <u>Offsets Against Future Payments Under a New Contract.</u></p> <p>For the last month of the Contract, the Department shall withhold seventy-five percent (75%) of the final payment to the Contractor for a maximum of one hundred and eighty (180) days from the due date of such amount. LDH may retain and offset this withhold if the outgoing Contractor does not fulfill its contractual obligations, including, but not limited to, some of which may extend past the term of the eContract, including, but not limited to, repaying LDH any outstanding monetary penalties and sanctions <u>assessed during the term of the Contract, paying LDH any monetary penalties and sanctions assessed after the term of the Contract for any Contractor noncompliance that occurred</u></p>	<p>These revisions will allow LDH to utilize the final payment withhold as payment for penalties or sanctions resulting from violations of this Contract that are discovered following termination or expiration.</p>

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		<p>during the term of the Contract, or does not repaying LDH for payments made on behalf of ineligible recipients, some of which may extend past the term of the Contract.</p> <p><u>Should LDH identify Contractor non-compliance with any surviving provisions of the Contract after termination or expiration of the Contract and Contractor and LDH have entered into a new contract for Medicaid managed care services, LDH may offset any such penalties and sanctions against future payments to Contractor. Penalties for Contractor noncompliance that occurred partially during the term of the Contract and partially during the term of the new contract for Medicaid managed care services shall be assessed in accordance with the terms of the Contract for the entirety of the noncompliance. Any notice requirements by LDH, and Contractor dispute rights relating to the monetary penalties and/or payment offsets, shall be in accordance with the terms of the Contract.</u></p>	
18	[Add new section]	<p><u>25.66 Code of Ethics</u></p> <p><u>The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this Contract. The Contractor agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this Contract.</u></p>	This revision adds Louisiana Code of Ethics requirements, which must be included in all State contracts.
19	<p>LIST OF APPENDICES</p> <p>This Contract should be considered to be comprised of all appendices herein.</p>	<p>LIST OF APPENDICES</p> <p>This Contract should be considered to be comprised of all appendices herein.</p>	Appendices E and G are addressed in the Marketing and Member Education Companion Guide, which was incorporated in Amendment #3 and contains the most current version of these documents.

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Item	Change From:	Change To:	Justification
	Appendix A – MCO Subcontract Requirements Appendix B – Member’s and Potential Member’s Bill of Rights Appendix C – Person First Policy Appendix D – LDH Event Submission Form Appendix E – LDH Marketing Complaint Form Appendix F – LDH Provider Fraud Referral Form Appendix G – Member Material Templates	Appendix A – MCO Subcontract Requirements Appendix B – Member’s and Potential Member’s Bill of Rights Appendix C – Person First Policy Appendix D – LDH Event Submission Form Appendix E – LDH Marketing Complaint Form <u>Reserved</u> Appendix F – LDH Provider Fraud Referral Form Appendix G – Member Material Templates	