DHH - CF - 1 Revised: 2010-08

CONTRACT BETWEEN STATE OF LOUISIANA DEPARTMENT OF HEALTH AND HOSPITALS

Bureau of Health Services Financing/MVP

CFMs: 708/06 DHH: 05775/ Agency #305 305-20057/

AND

AMERIGROUP Louisiana, Inc.

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	Personal Serv	rices Profe	essional Serv	rices Consulti	ing S	ervices Social Services
1)	Contractor (Legal Name if Corp AMERIGROUP Louisiana, Inc.	ooration)			5)	Federal Employer Tax ID# or Social Security # 26-4674149 (Must be 11 Digits)
2)	Street Address 3501 N. Causeway Blvd., Suite 3	07			6)	Parish(es) Served Statewide - GSA A, B, and C
	City Metairie		State LA	Zip Code 70002	7)	License or Certification #
3)	Telephone Number (757)473-2737				8)	Contractor Status
4)	Mailing Address (if different) Attn: Regulatory Services 4425 C	orporation Lane				Subrecipient: Yes No Corporation: Yes No For Profit: Yes No Publicly Traded: Yes No
	City Virginia Beach		State VA	Zip Code 23462	8a)	CFDA#(Federal Grant #)
9)	include developing and mainta management, prior authorizati abuse monitoring and complia	ad range of ser oordinated Car ining an adequon, provider monce, case man oce, case man	re Network (Co uale provider n onitoring, mem agement, chro lth care profes	civity Program, utilizative the control of the cont	ing the andard service	alth care services to Medicaid enrollees he most cost effective manner. Such services ds, utilization management, quality es, primary care management, fraud and account management. This contract ation, provider payments, claims
10)	Effective Date 02-01-2012) Y	18	11) Terminatio	n Date	01-31-2015
		DHH	2 0'			
12)	This contract may be terminate without cause but in no case sh	d by either par	ty upon giving eyond the spec	sixty (60) days ad cified termination d	vance ate.	written notice to the other party with or
13)	Maximum Contract Amount		\$925,79	92,432 (See Attack	nmen	t 3)
14)	Terms of Payment If progress and/or completion of ser	vices are provid	ed to the satisfa	ction of the initiating	Office/	Facility, payments are to be made as follows:
	See Attachment 3					
	Contractor obligated to submit final	Invalces to Ager	nov within fifteen	(15) days after term	ination	ad contract Br
9	PAYMENT WILL BE MADE	First Name			Name	
	ONLY UPON APPROVAL OF:	Ruth		Kenn	edy	
		Title Medicaid Depu	uty Director or de	esignee		Phone Number (225) 342-1304
15)	Special or Additional Provisions (which are incorp	porated herein,	if any (IF NECESSA	ARY, A	ATTACH SEPARATE SHEET AND REFERENCE):
	Attachment 1: HIPAA Addendu Attachment 2: Statement of Wo Attachment 3: Contract Maximu and Terms of Payments Attachment 4: Additional Terms Conditions	rk ims Amounts	Exhibit B: D Exhibit C: M Exhibit D: Ce Exhibit E: RF	oard Resolution isclosure of Owner fulti Year Letter ertificate of Authori FP 305PUR-DHHR issued RFP apper	ty RFP-C	

During the performance of this contract, the Contractor hereby agrees to the following terms and conditions:

- 1. Contractor hereby agrees to adhere as applicable to the mandates dictated by Titles VI and VII of the Civil Rights Act of 1964, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974; Americans with Disabilities Act of 1990 as amended; the Rehabilitation Act of 1973 as amended; Sec. 202 of Executive Order 11246 as amended, and all applicable requirements imposed by or pursuant to the regulations of the U. S. Department of Health and Human Services. Contractor agrees not to discriminate in the rendering of services to and/or employment of individuals because of race, color, religion, sex, age, national origin, handicap, political beliefs, disabled veteran, veteran status, or any other non-merit factor.
- Contractor shall abide by the laws and regulations concerning confidentially which safeguard information and the
 patient/client confidentiality. Information obtained shall not be used in any manner except as necessary for the
 proper discharge of Contractor's obligations. (The Contractor shall establish, subject to review and approval of the
 Department, confidentiality rules and facility access procedures.)
- 3. The State Legislative Auditor, Office of the Governor, Division of Administration, and Department Auditors or those designated by the Department shall have the option of auditing all accounts pertaining to this contract during the contract and for a three year period following final payment. Contractor grants to the State of Louisiana, through the Office of the Legislative Auditor, Department of Health and Hospitals, and Inspector General's Office, Federal Government and/or other such officially designated body the right to inspect and review all books and records pertaining to services rendered under this contract, and further agrees to guidelines for fiscal administration as may be promulgated by the Department. Records will be made available during normal working hours.

Contractor shall comply with federal and state laws and/or DHH Policy requiring an audit of the Contractor's operation as a whole or of specific program activities. Audit reports shall be sent within thirty (30) days after the completion of the audit, but no later than six (6) months after the end of the audit period. If an audit is performed within the contract period, for any period, four (4) copies of the audit report shall be sent to the Department of Health and Hospitals, Attention: Division of Fiscal Management, P.O. Box 91117, Baton Rouge, LA 70821-3797 and one (1) copy of the audit shall be sent to the originating DHH Office.

- 4. Contractor agrees to retain all books, records and other documents relevant to the contract and funds expended thereunder for at least four (4) years after final payment or as prescribed in 45 CFR 74:53 (b) whichever is longer. Contractor shall make available to the Department such records within thirty (30) days of the Department's written request and shall deliver such records to the Department's central office in Baton Rouge, Louisiana, all without expense to the Department. Contractor shall allow the Department to inspect, audit or copy records at the contractor's site, without expense to the Department.
- 5. Contractor shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or novation), without written consent of the Department thereto, provided, however, that claims for money due or to become due to Contractor from the Department under this contract may be assigned to a bank, trust company or other financial institution without advanced approval. Notice of any such assignment or transfer shall be promptly furnished to the Department and the Division of Administration, Office of Contractual Review.
- Contractor hereby agrees that the responsibility for payment of taxes from the funds received under this contract shall be Contractor's. The contractor assumes responsibility for its personnel providing services hereunder and shall make all deductions for withholding taxes, and contributions for unemployment compensation funds.
- 7. Contractor shall obtain and maintain during the contract term all necessary insurance including automobile insurance, workers' compensation insurance, and general liability insurance. The required insurances shall protect the Contractor, the Department of Health and Hospitals, and the State of Louisiana from all claims related to Contractor's performance of this contract. Certificates of Insurance shall be filed with the Department for approval. Said policies shall not be canceled, permitted to expire, or be changed without thirty (30) days advance written notice to the Department. Commercial General Liability Insurance shall provide protection during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as claims for property damages, with combined single limits prescribed by the Department.
- 8. In cases where travel and related expenses are required to be identified separate from the fee for services, such costs shall be in accordance with State Travel Regulations. The contract contains a maximum compensation which shall be inclusive of all charges including fees and travel expenses.
- 9. No funds provided herein shall be used to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition or any election ballot or a proposition or matter having the effect of law being considered by the legislature or any local governing authority. Contracts with individuals shall be exempt from this provision.
- 10. Should contractor become an employee of the classified or unclassified service of the State of Louisiana during the effective period of the contract, Contractor must notify his/her appointing authority of any existing contract with State of Louisiana and notify the contracting office of any additional state employment. This is applicable only to contracts with individuals.

excluding all materials, information, processes, and payments that are owned by or, are

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DHH CF-1 (Page 3)

11. All non-tiffed party software and source code, records, reports, documents and other material delivered or transmitted to Contractor by State shall remain the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract. All non-third party software and source code, records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract. All records, reports, and documents related to the Contract, shall be provided to the contract.

- Contractor to State, at Contractor's expense, at termination or expiration of this contract. All records, reports, and documents related to the Contract, shall be provided to DHH upon request.

 Except as otherwise permitted in this Contract or RFP, contractor

 12. Contractor shall not enter into any subcontract for work or services contemplated under this contract without obtaining prior written approval of the Department. Any subcontracts approved by the Department shall be subject to conditions and provisions as the Department may deem necessary; provided, however, that notwithstanding the foregoing, unless otherwise provided in this contract, such prior written approval shall not be required for the purchase by the contractor of supplies and services which are incidental but necessary for the performance of the work required under this contract. No subcontract shall relieve the Contractor of the responsibility for the performance of contractual obligations described herein.
 - 13. No person and no entity providing services pursuant to this contract on behalf of contractor or any subcontractor is prohibited from providing such services by the provisions of R.S. 1113 as amended in the 2008 Regular Session of the Louisiana Legislature.
 - 14. No claim for services furnished or requested for reimbursement by Contractor, not provided for in this contract, shall be allowed by the Department. In the event the Department determines that certain costs which have been reimbursed to Contractor pursuant to this or previous contracts are not allowable, the Department shall have the right to set off and withhold said amounts from any amount due the Contractor under this contract for costs that are allowable.
 - 15. This contract is subject to and conditioned upon the availability and appropriation of Federal and/or State funds; and no liability or obligation for payment will develop between the parties until the contract has been approved by required authorities of the Department; and, if contract exceeds \$20,000, the Director of the Office of Contractual Review, Division of Administration in accordance with La. R.S. 39:1502...
 - 16. The continuation of this contract is contingent upon the appropriation of funds from the legislature to fulfill the requirements of the contract. If the Legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.
 - 17. Any alteration, variation, modification, or waiver of provisions of this contract shall be valid only when reduced to writing, as an amendment duly signed, and approved by required authorities of the Department; and, if contract exceeds \$20,000, approved by the Director of the Office of Contractual Review, Division of Administration. Budget revisions approved by both parties in cost reimbursement contracts do not require an amendment if the revision only involves the realignment of monies between originally approved cost categories.
 - 18. Any contract disputes will be interpreted under applicable Louisiana laws and regulations in Louisiana administrative tribunals or district courts as appropriate.
 - 19. Contractor will warrant all materials, products and/or services produced hereunder will not infringe upon or violate any patent, copyright, trade secret, or other proprietary right of any third party. In the event of any such claim by any third party against DHH, the Department shall promptly notify Contractor in writing and Contractor shall defend such claim in DHH's name, but at Contractor's expense and shall indemnify and hold harmless DHH against any loss, expense or liability arising out of such claim, whether or not such claim is successful. This provision is not applicable to contracts with physicians, psychiatrists, psychologists or other allied health providers solely for medical services.
 - 20. Any equipment purchased under this contract remains the property of the Contractor for the period of this contract and future continuing contracts for the provision of the same services. Contractor must submit vendor invoice with reimbursement request. For the purpose of this contract, equipment is defined as any tangible, durable property having a useful life of at least (1) year and acquisition cost of \$1000.00 or more. The contractor has the responsibility to submit to the Contract Monitor an inventory list of DHH equipment items when acquired under the contract and any additions to the listing as they occur. Contractor will submit an updated, complete inventory list on a quarterly basis to the Contract Monitor. Contractor agrees that upon termination of contracted services, the equipment purchased under this contract reverts to the Department. Contractor agrees to deliver any such equipment to the Department within 30 days of termination of services.
 - 21. Contractor agrees to protect, indemnify and hold harmless the State of Louisiana, DHH, from all claims for damages, costs, expenses and attorney fees arising in contract or tort from this contract or from any acts or omissions of Contractor's agents, employees, officers or clients, including premises liability and including any claim based on any theory of strict liability. This provision does not apply to actions or omissions for which LA R.S. 40:1299.39 provides malpractice coverage to the contractor, nor claims related to treatment and performance of evaluations of persons (R.S. 13:5108.1(E)). Further it does not apply to premises liability when the services are being performed on premises owned and operated by DHH.

- 22. Any provision of this contract is severable if that provision is in violation of the laws of the State of Louisiana or the United States, or becomes inoperative due to changes in State and Federal law, or applicable State or Federal
- 23. Contractor agrees that the current contract supersedes all previous contracts, negotiations, and all other communications between the parties with respect to the subject matter of the current contract.

THIS CONTRACT CONTAINS OR HAS ATTACHED HERETO ALL THE TERMS AND CONDITIONS AGREED UPON BY THE CONTRACTING PARTIES. IN WITNESS THEREOF, THIS CONTRACT IS SIGNED ON THE DATE INDICATED BELOW.

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AMERIGROUP Louisiana, Inc.	STATE OF LOUISIANA DEPARTMENT OF HEALTH AND HOSPITALS
SIGNATURE DATE C. Brian Shipp NAME President and Chief Executive Officer TITLE	SHENATURE DATE NAME NAME TITLE
	Bureau of Health Services Financing/MVP
SIGNATURE DATE	SIGNATURE DATE
NAME	NAME DON GREGORY
TITLE	MEDICAIN DIRECTOR
	APPROVED

Office of the Governor Office of Contractual Review

DIRECTOR

HIPAA Business Associate Addendum:

This Business Associate Addendum is hereby made a part of this contract in its entirety as Attachment 1 to the contract.

- 1. The U. S. Department of Health and Human Services has issued final regulations, pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), governing the privacy of individually identifiable health information. See 45 CFR Parts 160 and 164 (the "HIPAA Privacy Rule"). The Department of Health and Hospitals, ("DHH"), as a "Covered Entity" as defined by HIPAA, is a provider of health care, a health plan, or otherwise has possession, custody or control of health care information or records.
- 2. "Protected health information" ("PHI") means individually identifiable health information including all information, data, documentation and records, including but not limited to demographic, medical and financial information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual or payment for health care provided to an individual; and that identifies the individual or which DHH believes could be used to identify the individual.

"Electronic protected health information" means PHI that is transmitted by electronic media or maintained in electronic media.

- "Security incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- 3. Contractor is considered a Business Associate of DHH, as contractor either: (A) performs certain functions on behalf of or for DHH involving the use or disclosure of protected individually identifiable health information by DHH to contractor, or the creation or receipt of PHI by contractor on behalf of DHH; or (B) provides legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, financial or social services for DHH involving the disclosure of PHI.
- 4. Contractor agrees that all PHI obtained as a result of this contractual agreement shall be kept confidential by contractor, its agents, employees, successors and assigns as required by HIPAA law and regulations and by this contract and addendum.
- 5. Contractor agrees to use or disclose PHI solely (A) for meeting its obligations under this contract, or (B) as required by law, rule or regulation or as otherwise permitted under this contract or the HIPAA Privacy Rule.
- 6. Contractor agrees that at termination of the contract, or upon request of DHH, whichever occurs first, contractor will return or destroy (at the option of DHH) all PHI received or created by contractor that contractor still maintains in any form and retain no copies of such information; or if such return or destruction is not feasible, contractor will extend the confidentiality protections of the contract to the information and limit further uses and disclosure to those purposes that make the return or destruction of the information infeasible.
- 7. Contractor will ensure that its agents, employees, subcontractors or others to whom it provides PHI received by or created by contractor on behalf of DHH agree to the same restrictions and conditions that apply to contractor with respect to such information. Contractor also agrees to take all reasonable steps to ensure that its employees', agents' or subcontractors' actions or omissions do not cause contractor to breach the terms of this Addendum. Contractor will use all appropriate safeguards to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this contract and Addendum.
- 8. Contractor shall, within 3 days of becoming aware of any use or disclosure of PHI, other than as permitted by this contract and Addendum, report such disclosure in writing to the person(s) named in section 14 (Terms of Payment), page 1 of the CF-1.
- 9. Contractor shall make available such information in its possession which is required for DHH to provide an accounting of disclosures in accordance with 45 CFR 164.528. In the event that a request for accounting is made directly to contractor, contractor shall forward such request to DHH within two (2) days of such receipt. Contractor shall implement an appropriate record keeping process to enable it to comply with the requirements of this provision. Contractor shall maintain data on all disclosures of PHI for which accounting is required by 45 CFR 164.528 for at least six (6) years after the date of the last such disclosure.
- 10. Contractor shall make PHI available to DHH upon request in accordance with 45 CFR 164.524.
- 11. Contractor shall make PHI available to DHH upon request for amendment and shall incorporate any amendments to PHI in accordance with 45 CFR 164.526.
- 12. Contractor shall make its internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by contractor on behalf of DHH available to the Secretary of the U. S. DHHS for purposes of determining Dahl's compliance with the HIPAA Privacy Rule.
- 13. Compliance with Security Regulations:
 - In addition to the other provisions of this Addendum, if Contractor creates, receives, maintains, or transmits electronic PHI on DHH's behalf, Contractor shall, no later than April 20, 2005:
 - (A) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of DHH;
 - (B) Ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it; and
 - (C) Report to DHH any security incident of which it becomes aware.
- 14. Contractor agrees to indemnify and hold DHH harmless from and against all liability and costs, including attorneys' fees, created by a breach of this Addendum by contractor, its agents, employees or subcontractors, without regard to any limitation or exclusion of damages provision otherwise set forth in the contract.
- 15. Notwithstanding any other provision of the contract, DHH shall have the right to terminate the contract immediately if DHH determines that contractor has violated any material term of this Addendum.

CCN-P Statement of Work

Goal/Purpose

To further the general welfare of Medicaid and CHIP eligible Louisiana citizens enrolled in the Contractor's Medicaid Coordinated Care Network, through the provision of specified core health care benefits and services, consistent with federal Medicaid and state requirements.

Entire Contract

The Contract shall consist of:

- 1) the DHH CF-1 and all attachments and exhibits, including:
 - a. Attachment 1: HIPAA Addendum;
 - b. Attachment 2: Statement of Work;
 - c. Attachment 3: Contract Maximums Amounts and Terms of Payments;
 - d. Attachment 4: Additional Terms and Conditions;
 - e. Exhibit A: Board Resolution;
 - f. Exhibit B: Disclosure of Ownership;
 - g. Exhibit C: Multi Year Letter; and
 - h. Exhibit D: Certificate of Authority
 - Exhibit E: RFP 305PUR-DHHRFP-CCN-P-MVA and all issued RFP appendices and addendums:
- All DHH responses as a result of questions or comments submitted during the CCN-P RFP procurement process (issued May 23, 2011 and June 10, 2011); and
- 3) The Contractor's Proposal.

In the event of any inconsistency or conflict among the document elements of this Contract, such inconsistency or conflict shall be resolved by giving precedence to the document elements in the following order:

- 1) DHH CF-1 and attachments
- 2) DHH CF-1 Exhibit E
- 3) DHH Exhibits A D
- 4) DHH Medicaid Provider Manuals and CCN Companion Guides
- 5) The proposal submitted by the CCN in response to the RFP

DELIVERABLES

The CCN shall comply with all provisions of the Contract, and shall act in good faith in the performance of the provisions of said Contract. The CCN agrees that failure to comply with the provisions of the Contract may result in the assessment of monetary penalties, sanctions and/or termination of the Contract in whole or in part, as set forth in the Contract. The CCN shall comply with all applicable DHH manuals, policies and procedures and guides in effect throughout the duration of the Contract period. The CCN shall comply with all rules and regulations.

DHH, at its discretion, will issue correspondence to inform the CCN of changes in policies and procedures and guides which may affect the Contract. Unless otherwise specified in the Medicaid correspondence the CCN will be given sixty (60) calendar days to implement such changes.

The Contractor shall provide all deliverables required in the Contract within the timeframes specified by DHH. The Contractor shall provide deliverables included in the Contractor's Technical Proposal received in the CCN's response to the RFP. With the prior written approval of DHH, the time frames included in the Contractor's Work Plan may be adjusted based on revisions to DHH's official timeframes.

PERFORMANCE MEASURES

The Contractor shall provide to DHH or maintain items including but not limited to the following to document deliverables:

- 1. Quality Assessment and Performance Improvement Plan
 - Submit to DHH for approval

- · Submit quarterly and annually reports
- Submit PCP Profile Reports

2. Establish Quality Improvement Committee

- · Submit Plan for DHH review and approval
- · Submit minutes of meetings

3. Performance Measures

Report all clinical and administrative performance measures data annually

4. Performance Improvement Projects

Perform a minimum of two (2) DHH approved PIPs.

5. Systems

- Maintain evidence of successful exchange of all files as verified by EB, Medicaid Fiscal Intermediary and other DHH contractors.
- Submit encounter data reports as specified
- Timely processing of all claims
 - Submit quarterly claims summary report, claims accuracy report, claims processing interest payments
- Submit Refresh Plan for review and approval and annually thereafter

6. Provider Network

- Maintain adequate provider network
- Maintain Provider Directory
- Maintain Provider Manual
- Assist and monitor Patient-Centered Medical Home Implementation Plan
- Provider Satisfaction Survey Report
 - o Conduct member satisfaction survey
 - o Submit results annually

7. Call Center

- Maintain Member and Provider Call Centers
- Submit draft training materials for telephone agents
- Submit telephone and internet activity reports monthly reports

8. Member Services

- Enrollment/Disenrollment
 - o Submit monthly reports
 - o Submit disenrollment request timely to Enrollment Broker contractor
- Establish Member Advisory Council
 - Submit Plan for DHH review and approval
 - Submit minutes of meetings
- Maintain Grievance and Appeals Logs
 - Submit monthly, quarterly and annual logs
- Member Satisfaction Survey Report
 - Conduct member satisfaction survey
 - Submit results annually

Financial Reporting

- Submit annual audited financial statements
- Submit quarterly unaudited finance statements and financial reporting guide information
- Submit annual Medical Loss Ratio Report
- Submit Annual TPL Collections

10. Required Reporting to DHH

- Submit draft technical reports for DHH review and approval
- Submit completed checklist of required reports
- Maintain logs of submission of all contractually required reports

11. Member Materials and Marketing Activities

- Submit to DHH for approval all member materials
- Maintain copies of all member materials including obsolete versions
- Maintain documentation that reading level software was utilized, including indicator used and reading level of the item
- Submit Marketing Plan for review and approval
- Submit monthly and annual marketing activities

12. Build and Maintain Enrollment Website

- Submit website screenshots to DHH for approval
- Maintain documentation that reading level software was utilized, including indicator used and reading level of the web page
- · Maintain Provider Directories

13. Emergency Management Plan

Submit to DHH for review and approval annually

14. Fraud and Abuse Plan

- Submit for DHH for review and approval
- Submit quarterly and annual summary of activity

Monitoring

The individual assigned as the DHH Contract Monitor and point of contact between the DHH and the Contractor is Ruth Kennedy or her designee.

Ongoing monitoring of the Contractor's performance will include but not be limited to the following:

Thorough review and analysis of required monthly, quarterly and annual written reports, updates to work plans, and correspondence submitted by the Contractor, and if required, review, analysis, approval and follow-up of any Corrective Action Plan required by DHH from the Contractor.

Weekly status calls between Contractor's staff and the DHH Contract Monitor and other Medicaid staff to discuss issues as warranted;

Face-to-face meetings between Contractor's staff and the DHH Contract Monitor and other Medicaid staff to discuss issues as warranted;

Solicitation of feedback on Contractor's performance from Enrollment Broker and the Medicaid Fiscal Intermediary, with whom the Contractor interacts;

Annual evaluation through an independent external quality review organization including review of the services covered under the CCN contract for timeliness, outcomes and accessibility through:

- Medical chart reviews
- CCN case management file reviews
- Provider surveys
- National Committee for Quality Assurance results
- Data analysis
- Administrative oversight and quality assessment and improvement; review
- Focused studies of certain aspects of care;
- · Encounter data validation;
- Administration or validation of consumer or provider surveys of quality of care; and
- Conduct studies on quality that focus on a particular aspect of clinical or non-clinical services at a point in time;

Comparison of Contractor materials (e.g., Welcome Packets, Member Handbooks) to those published by other state Medicaid managed programs and recommended by CMS;

Real time monitoring telephone member service hotline calls;

Investigation of complaints regarding the Contractor received from Medicaid enrollees, DHH employees, CCN staff, other DHH Contractors, and legislators;

Spot checking that complaints made directly to the Contractor to verify investigation and resolution;

Spot checking grievances and appeals are properly classified;

Using Literacy Tools software package to independently test reading level of written member materials and website

Periodic navigation of CCN website for members and providers;

Spot checking that provider listings for CCNs on enrollee website accurately reflect information reported by CCNs;

Unannounced as well as scheduled visits to Contractor's Louisiana administrative office;

"Secret shopper" calls to Member Services and Provider Services Hotline

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CCN-P

Contract Maximum Amounts and Terms of Payment

Maximum Contract Amounts:

The maximum contract amounts are based on the CCN receiving one third of the anticipated population to be enrolled into a CCN-P model in each contract year times the average PMPM as follows:

Contract Year	Anticipated Member Months	Average PMPM	Maximum Contract Amount
1	1,717,891	\$172.04	\$295,545,967
2	1,752,248	\$174.10	\$305,066,376
3	1,787,293	\$181.94	\$325,180,088
		TOTAL	\$925,792,432

DHH reserves the right to revise the maximum contract amount as needed as a result of:

- a) Changes in enrollment;
- b) Adjustments to the PMPM rates due to federal/state changes in payments to providers or programmatic changes;
- Inclusion or removal of core benefits and services not incorporated in the monthly capitation rate; or
- d) Based on legislative appropriations and budgetary constraints. Any adjusted rates made by DHH must continue to be actuarially sound and will require an amendment to the Contract that is mutually agreed upon by both parties.

Terms of Payment:

DHH shall make monthly risk-adjusted capitated payments for each member enrolled into the CCN. The risk-adjusted capitated payment shall be based on member enrollment for the month and paid in the weekly payment cycle nearest the 15th calendar day of the month. In addition to the monthly capitated

rate, DHH shall provide the CCN a one-time supplemental lump sum payment for each obstetrical delivery. This kick payment is intended to cover the cost of prenatal care, the delivery event, and post-partum care and normal newborn hospital costs. The CCN shall agree to accept, as payment in full, the actuarially sound rate and maternity kick payment established by DHH pursuant to the contract, and shall not seek additional payment from a member, or DHH, for any unpaid cost. DHH reserves the right to defer remittance of the PMPM payment for June until the first Medicaid Management Information System (MMIS) payment cycle in July to comply with state fiscal policies and procedure.

CCN-P Additional Terms and Conditions

The following changes shall be made to the RFP language and contract documents:

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Document/ Location	Revised Language
RFP	Add as last bullet:
7.7.2.2	 Coordinate the services the CCN furnishes to the member with the services the member receives from any other managed care plan during ongoing care and transitions of care.
RFP	In accordance with 42 CFR §438.208 (c)(4) for enrollees determined to need a course of
<u>7.7.3.4.</u>	treatment or regular care monitoring, the CCN must have a mechanism in place to allow enrollees to directly access a specialist as appropriate for the enrollee's condition and identified needs.
RFP	The CCN shall use DHH's medical necessity definition as defined in LAC 50:1.1101
8.1.12	(Louisiana Register, Volume 37, Number 1) for medical necessity determinations. The CCN shall specify what constitutes "medically necessary services" in accordance with 42 CFR §422.210 (a)(4). make medical necessity determinations that are consistent with the State's definition.
RFP	The CCN shall address the extent to which it is responsible for covering services related to
8.1.13	the following: submit written policies and processes for DHH approval, within thirty days
	of the contract is signed by the CCN, how the core benefits and services they provide ensure:
RFP	All marketing and member education materials and activities shall comply with the
12.1.8	requirements in 42 CFR § 438.10 and the DHH requirements set forth in this RFP. In accordance with 42 CFR § 438.10 (b) (1), DHH shall provide the CCN on its website the prevalent non-English languages spoken by enrollees by parish. The CCN as required in 42 CFR § 438.10 (c)(3) shall be responsible to provide, to potential enrollees and enrollees

Document, Location RFP 13.6.2	Revised Language 13.6.2.6 The circumstances under which expedited resolution is available and how to request it; and 13.6.2.7 The member's right to have benefits continued pending resolution of the appeal, how to request that benefits be continued, and the circumstances under which the member may be required to repay the costs of these services—; and 13.6.2.8 Oral interpretation is available for all languages and how to access it.
RFP 13.6.3.1	For termination, suspension, or reduction of previously authorized Medicaid-covered services, at least ten (10) days before the date of action except: • the period of advanced notice is shortened to (five) 5 days if probable recipient fraud has been verified • By the date of the action for the following: • in the death of a recipient; • a signed written recipient statement requesting service termination or giving information requiring termination or reduction of services (where he understands that this must be the result of supplying that information); • the recipient's admission to an institution where he is ineligible for further services; • the recipient's address is unknown and mail directed to him has no forwarding address; • the recipient has been accepted for Medicaid services by another local jurisdiction; or • the recipient's physician prescribes the change in the level of medical care; 7 or except as permitted under 42 C.F.R. §§ 431.213 and 431.214;
RFP 13.6.3.5	Add second sentence: <u>Untimely service authorizations constitute a denial and are thus adverse actions.</u>
RFP 13.7.3.1	DHH will specify the method the CCN will use provide written notice to notify a the member of the disposition of a grievance.
RFP 15.2.3.9	Effective <u>training and education</u> for the compliance officer, managers, employees, providers and members to ensure that they know and understand the provisions of CCN's compliance plan;
RFP 16.10.2	Allow DHH personnel, agents of the Louisiana Attorney General's Office or individuals authorized by DHH or the Louisiana Attorney General's Office and upon request by CMS direct access to its data for the purpose of data mining and review;

Report of Transactions with Parties of Interest 18.3.4 18.3.4.1 The CCN shall report to DHH all "transactions" with a "party of interest" (as sterms are defined in Section 1903(m)(4)(A) of the Social Security Act and SN 2087.6(A-B)), as required by Section 1903(m)(4)(A) of the Social Security Act and SN 2087.6(A-B)), as required by Section 1903(m)(4)(A) of the Social Security Act and SN 2087.6(A-B)), as required by Section 1903(m)(4)(A) of the Social Security Act and SN 2087.6(A-B)), as required by Section 1903(m)(4)(A) of the Social Security Act and SN 2087.6(A-B)), as required by Section 1903(m)(4)(A) of the Social Security Act and SN 2087.6(A-B)), as required by Section 1903(m)(4)(A) of the Social Security Act and SN 2087.6(A-B)), as required by Section 1903(m)(4)(A) of the Social Security Act and SN 2087.6(A-B)), as required by Section 1903(m)(4)(A) of the Social Security Act and SN 2087.6(A-B)), as required by Section 1903(m)(4)(A) of the Social Security Act and SN 2087.6(A-B)), as required by Section 1903(m)(4)(A) of the Social Security Act and SN 2087.6(A-B)), as required by Section 1903(m)(4)(A) of the Social Security Act and SN 2087.6(A-B)), as required by Section 1903(m)(4)(A) of the Social Security Act and SN 2087.6(A-B)), as required by Section 1903(m)(4)(A) of the Social Security Act and SN 2087.6(A-B), as required by Section 1903(m)(4)(A) of the Social Security Act and SN 2087.6(A-B), as required by Section 1903(m)(4)(A) of the Social Security Act and SN 2087.6(A-B), as required by Section 1903(m)(4)(A) of the Social Security Act and SN 2087.6(A-B), as required by Section 1903(m)(4)(A) of the Social Security Act and SN 2087.6(A-B), as required by Section 1903(m)(4)(A) of the Social Security Act and SN 2087.6(A-B), as required by Section 1903(m)(4)(A) of the Social Security Act and SN 2087.6(A-B), as required by Section 1903(m)(4)(A) of the Social Security Act and SN 2087.6(A-B), as required by Section 1903(m)(4)(A-B) of the Social Security Act and SN 2087.6(A-B) and SN 2087.6(A-B). i. Any and s	Document/			
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				and a party of interest; and
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services provided in the normal course of their employment.				
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 The name of the party in interest for each transaction; 			i.	The name of the party in interest for each transaction;
ii. A description of each transaction and the quantity or units involve			ii.	A description of each transaction and the quantity or units involved;
iii. The accrued dollar value of each transaction during the fiscal year and			iii.	The accrued dollar value of each transaction during the fiscal year; and
iv. <u>Justification of the reasonableness of each transaction.</u>			iv.	Justification of the reasonableness of each transaction.

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	 DHH may require that the information on business transactions be accompanied by a consolidated financial statement for the CCN and the party in interest.
	e. If the CCN has operated previously in the commercial or Medicare markets, information on business transactions for the entire year preceding the initial contract period must be disclosed. The business transactions which must be reported are not limited to transactions related to serving the Medicaid enrollment. All of the CCN's business transactions must be reported.
	f. If the contract is renewed or extended, the CCN must disclose information on business transactions which occurred during the prior contract period.
RFP	Payments provided under this Contract may be denied for new enrollees when, and for so
20.16	long as, payment for those enrollees is denied by CMS, in accordance with the requirements in 42 CFR 438.730.
RFP	DHH will notify the Medicaid members enrolled in the CCN in writing, consistent with 42
20.20.7	CFR §438.710 and 438.722, of the affirming termination decision and of their options for receiving Medicaid services and initiating the reenrollment process to disenroll
	immediately without cause.
RFP	Subject to section 23.1 of this RFP, tThere may be an extension for an additional 24 month
23.0	period. However, all contracts extending beyond the original 36 months must be
	approved by the Joint Legislative Committee on the Budget (JLCB), or as authorized by
	applicable law. The continuation of this Contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the Contract.
RFP	All information as to personal facts and circumstances concerning members or potential
23.6.2	members obtained by the CCN shall be treated as privileged communications, shall be
	help confidential, and shall not be divulged without the written consent of DHH or the
	member/potential members unless otherwise permitted by HIPPA or required by
	applicable State or federal law regulations provided that nothing stated herein shall prohibit the disclosure of information in summary, statistical or other form which does
	not identify particular individuals. The use or disclosure of information concerning
	members/potential members shall be limited to purposes directly connected with the
	administration of this Contract.
RFP	Subject to Section 23.30 of the RFP, the CCN and DHH agree that in the event of a
23.8	disagreement regarding, arising out of, or related to, Contract language interpretation, DHH's interpretation of the Contract language in dispute shall control and govern.
RFP	This Contract, together with the RFP and addenda issued thereto by DHH, the proposal
23.17	submitted by the proposer in response to DHH's RFP, and any exhibits specifically
	incorporated herein by reference constitute the entire agreement between the parties with respect o the subject matter.
	The CCN shall comply with all provisions of the Contract, including addenda, amendments and appendices, and shall act in good faith in the performance of the provisions of said Contract. The CCN shall be bound by all applicable Department issued guides. The CCN agrees that failure to comply with the provisions of the Contract may result in the assessment of monetary penalties, sanctions and/or termination of the Contract in whole

	or in part, as set forth in the Contract. The CCN shall comply with all applicable DHH policies and procedures in effect throughout the duration of the Contract period. The CCN shall comply with all applicable DHH provider manuals, rules and regulations and guides. Where the provisions of the Contract differ from the requirements set forth in the handbooks and/or manuals, the Contract provisions shall control.
RFP 23.32	No person or CCN may use, in connection with any item constituting an advertisement, solicitation, circular, book, pamphlet or other communication, or a broadcast, telecast, or other production, alone or with other works, letters, symbols or emblems the word "Louisiana Medicaid," or "Department of health and Hospitals" or "Bureau of Health Services Financing," unless prior written approval is obtained from DHH. Specific written authorization from DHH is required to reproduce, reprint, or distribute any DHH form, application or publication for a fee. State and local governments are exempt from this prohibition. A disclaimer that accompanies the inappropriate use of program or DHH terms does not provide a defense. Each piece of mail or information constitutes a violation.
Document/ Location	Revised Language
RFP Glossary	<u>Grievance Process</u> - The procedure for addressing enrollee's grievances.
RFP Glossary	<u>Grievance System</u> - A grievance process, an appeal process, and access to the State's fair hearing system. Any grievance system requirements apply to all three components of the grievance system not just to the grievance process.
RFP Glossary	<u>Post-Stabilization Care Services</u> - Covered services related to an emergency medical condition that are provided after a member is stabilized in order to maintain, improve or resolve the member's condition pursuant to 42 CFR § 438.114(a)(e) and § 1852(d)(2) of the Social Security A) §42 CFR 422.113(c).
CF 1 Page 1 line 12	This contract may be terminated by either party DHH upon giving sixty (60) days advance written notice to the other party with or without cause but in no case shall continue beyond the specified termination date. The contract may be terminated by the contractor only if DHH fails, without reason as determined by DHH, to remit appropriate PMPM payment within 120 days of the date the payment was due.

Other Additional Terms and Conditions:

Enrollment:

The expected enrollment for each CCN contract is an estimate only and DHH makes no guarantee the CCN will attain the projected enrollment numbers.

General CCN Requirements:

DHH will not commence membership enrollment in the Contractor's health plan unless and until CMS has approved the Contract.

Dispute Resolution:

Contract controversies will be handled in accordance with RS: 39:1524-1526.

UNANIMOUS RESOLUTION OF THE BOARD OF DIRECTORS OF AMERIGROUP LOUISIANA, INC.

July 27, 2011

The undersigned, constituting all of the members of the Board of Directors of AMERIGROUP Louisiana, Inc., a Louisiana corporation (the "Corporation"), at a duly held meeting, unanimously voted to adopt the following resolutions:

WHEREAS, the Corporation has made application to the State of Louisiana to enter into a Louisiana Medicaid Coordinated Care Network Provider Agreement; and

WHEREAS, the Board of Directors has reviewed the Provider Agreement, its proposed terms and conditions, and its anticipated impact on the Corporation and its operations, and believes it is advisable that the Provider Agreement be executed.

NOW THEREFORE, BE IT:

RESOLVED, that subject to acceptance by the proper State authorities of the Corporation's application to enter into the Provider Agreement, the President and Chief Executive Officer of the Corporation or any Vice President of the Corporation, individually, is authorized and directed, on behalf of the Corporation, to negotiate at any time within 36 months from this date and on terms and conditions that he may deem advisable, a contract or contracts with the Louisiana Department of Health and Hospitals, and to execute said documents on behalf of the Corporation, and further he is hereby granted the power and authority to do all things necessary to implement, maintain, amend or renew said documents; and to (a) negotiate and make any changes to the Provider Agreement and any other document or certificate required to be executed on behalf of the Corporation in connection with the consummation of the Provider Agreement as he, in his judgment, determines may be necessary or appropriate to be executed by the Corporation, (b) execute and deliver on behalf of the Corporation the Provider Agreement any other document or certificate as he, in his judgment, determines may be necessary or appropriate to be executed by the Corporation, and (c) perform such other acts on behalf of the Corporation as he, in his judgment, determines may be necessary or appropriate to effectuate the consummation of the Provider Agreement and applying for and obtaining such other regulatory approvals as may be necessary or appropriate); the execution and delivery of such documents and the performance of such acts by the Authorized Officer to be conclusive evidence of his approval and determination thereof; and

FURTHER RESOLVED, that any actions taken by the said officers of the Corporation before the date of this resolution that are within the authority conferred by statute, the Corporation's Articles of Incorporation and Bylaws, as amended, or by previous Consent or Vote, are hereby ratified, confirmed and approved in all respects as the act and deed of the Corporation.

The undersigned further direct that this resolution shall be filed in the minute book of the Corporation.

C. Brian Shipp

Nicholas J. Pace

Scott W. Anglin

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Nicholas J. Pace

Scott W. Anglin

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Tom Schedler SECRETARY OF STATE State of Louisiana Secretary of State



August 1, 2011

COMMERCIAL DIVISION 225.925.4704

Administrative Services
225.932.5317 Fax
Corporations
225.932.5314 Fax
Uniform Commercial Code
225.932.5318 Fax

The attached document of AMERIGROUP LOUISIANA, INC. was received and filed on July 29, 2011.

KGP 37009533D

Rev 09/09

Mailing Address: P. O. Box 94125, Baton Rouge, LA 70804-9125
Office Location: 8585 Archives Ave., Baton Rouge, LA 70809
Web Site Address: www.sos.louisiana.gov

Tom Schedler Secretary of State

DISCLOSURE OF OWNERSHIP

(R.S. 12:25 E, 12:205 E and 12:304 A (II))



Enclose \$20 filling fee Make remittance payable to Secretary of State Do Not Send Cash

Return to:

Commercial Division
P. O. Box 94125
Baton Rouge, LA 70804-9125
Phone (225) 925-4704

Web Site: www.sos.louislana.gov

State of Virginia	City Virginia Beach	·
appeared the discussioned who, after being of	or the parish/county herein above shown, personally came and ily swom, did depose and say that:	1
AMERIGROUP Louisiana, Inc.		
is contracting with the state and listed below an who hold ownership interest of five percent or a of five percent or more in the corporation and.	orporation Name the names and addresses of all persons or corporate entities more in the corporation or who hold by proxy the voting power if anyone is holding stock in his own name that actually belongs eld, including stock held pursuant to a counter letter.	
. Persons or corporate entitles owning	5% or more:	
AMERIGROUP Corporation*	4425 Corporation Lane, Virginia Beach, VA 23462	
NEG	. Acres	
Name	·	
in the second se	· ·	
Rung	Address	1
. Persons or corporate entities who hold	by proxy the voting power of 5% or more:	
None	*	
rans	ADDITION	
Karis .	Auros	
Name	Address	
Stock held for others and for whom hel	d:	
None		
NUM.	. Acons	
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		- 1
Name	Address	
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FOI WASHINGS	ACOSTA	L NEWSOM
Ratio	жора	2
		NEV.
OTARY NAME MUST BE TYPED OR PR worn to and subscribed before me, the worders Corporation Representative	INTED WITH NOTARY # gned Notary Public, on this date: 7/28/11	NANCY M. NEWSOM HOERY PUBIC - HOE & 1910
	(See instructions on book)	10/16

Bobby Jindal GOVERNOR

Bruce D. Greenstein SECRETARY

Department of Health and Hospitals Bureau of Health Services Financing

August 5, 2011

Ms. Sandra G. Gillen Director Office of Contractual Review Division of Administration P. O. Box 94095 Baton Rouge, LA 70804-9095

Re: Justification of Multi-Year Contract

Dear Ms. Gillen:

Please consider this justification for the Department of Health and Hospitals to enter into a multi-year contract with AMERIGROUP Louisiana, Inc. for the purposes of improving the general welfare of Medicaid and CHIP eligible Louisiana citizens enrolled in the Contractor's Medicaid Coordinated Care Network Program, through the provision of specified core health care benefits and services, consistent with federal Medicaid and state requirements. Funds for the first fiscal year of the contract are available and payment and performance for subsequent fiscal years shall be subject to the availability of funds.

The Department of Health and Hospitals will be transforming Medicaid during the next year, moving away from the current fee-for-service system to a new health care delivery model that will more effectively manage Medicaid enrollees' health care through the implementation of new Medicaid managed care systems of care known as Coordinated Care Networks (CCN). CCNs are designed to provide better health outcomes for Louisiana residents, and include a stronger focus on coordinating care, managing chronic conditions and diseases and encouraging healthy behaviors than is possible with the resources in the current Medicaid program. More than a quarter of the state's population receives health care coverage through Medicaid or the Louisiana Children's Health Insurance Program (LaCHIP), and coordinating care will improve enrollees' health and lead to a higher quality of life.

Our current health care delivery system has been in existence for over forty years. It will take more than twelve months to turn the system around and achieve the goal of improving our health outcomes for our Medicaid recipients. The Department is requiring each Coordinated Care Network make a major financial investment in Louisiana. In order for any potential contractor to take us up on our offer, the State must agree to a longer term commitment. Therefore the DHH is requesting a three year contract in order for the State to be able to achieve the goals of the program.

The contract period shall be for a three year period with a two-year option for renewal, pending Joint Legislative Committee on the Budget approval.

If further information is needed, please contact me at 225-342-1304.

Sincerely,

Ruth Kennedy

Russ

Medicaid Deputy Director

CC: Dawn Love

Health Plan Manager

Tom Schedler Secretary of State



COMMERCIAL DIVISION 225.925.4704

<u>Fax Numbers</u>
225.932.5317 (Admin. Services)
225.932.5314 (Corporations)
225.932.5318 (UCC)

Name

Type

City

Status

AMERIGROUP LOUISIANA, INC.

Business Corporation

BATON ROUGE

Active

Business:

AMERIGROUP LOUISIANA, INC.

Charter Number:

37009533 D

Registration Date:

- --- ---

State Of Origin:

3/30/2009

Domicile Address

5615 CORPORATE BLVD. STE. 400B

BATON ROUGE, LA 70808

Mailing Address

4425 CORPORATION LANE VIRGINIA BEACH, VA 23462

Status

Status:

Active

Annual Report Status:

In Good Standing

File Date:

3/30/2009

Last Report Filed:

3/18/2011

Туре:

Business Corporation

Registered Agent(s)

Agent:

C T CORPORATION SYSTEM

Address 1:

5615 CORPORATE BLVD., STE. 400B

City, State, Zip:

BATON ROUGE, LA 70808

Appointment Date: 3/30/2009

Officer(s)

Additional Officers: No

Officer: Title: Address 1:

President, Officer, Director 4425 CORPORATION LANE VIRGINIA BEACH, VA 23462

City, State, Zip:

SCOTT W. ANGLIN

C. BRIAN SHIPP

Title: Address 1:

Officer:

Vice-President, Treasurer, Director 4425 CORPORATION LANE

City, State, Zip: Officer: VIRGINIA BEACH, VA 23462 NICHOLAS J PACE

Title: Address 1:

City, State, Zip:

Vice-President, Secretary, Director 4425 CORPORATION LANE VIRGINIA BEACH, VA 23462

Amendments on File (1)

Date	
7/29/2011	

Print

REQUEST FOR PROPOSALS



PREPAID COORDINATED CARE NETWORKS

LOUISIANA MEDICAID COORDINATED CARE PROGRAM

BUREAU OF HEALTH SERVICES FINANCING

DEPARTMENT OF HEALTH AND HOSPITALS

RFP #305PUR-DHHRFP-CCN-P-MVA

Proposal Due Date/Time: 6/24/2011/4:00 PM CDT

Release Date: 4/11/2011