

# ADDENDUM #3

**BAYOU HEALTH  
MANAGED CARE ORGANIZATIONS  
LOUISIANA MEDICAID PROGRAM  
DEPARTMENT OF HEALTH AND HOSPITALS  
BUREAU OF HEALTH SERVICES FINANCING**

**RFP # 305PUR-DHHRFP-BH-MCO-2014-MVA  
Proposal Due Date/Time: September 26, 2014 4:00 PM CT  
Release Date: July 28, 2014**

All additions are in red and underlined.

Document	Section	Change From:	Change To:
RFP	2.6.1	<b>2.61 Surety Performance Bond</b>	<b>2.6.1 Surety Performance Bond</b>
RFP	3.4.5.2	<p>Extended Medicaid Programs - Certain individuals who lose SSI eligibility because of a Social Security cost of living adjustment (COLA) or in some cases entitlement to or an increase in Retirement, Survivors, Disability Insurance (RSDI) benefits, i.e., Social Security benefits. SSI income standards are used in combination with budgeting rules which allow the exclusion of cost of living adjustments and/or certain benefits. Extended Medicaid consists of the following programs:</p> <ul style="list-style-type: none"> <li>• Disabled Adult Children - Individuals over 19 who become blind or disabled before age twenty-two 22 and lost SSI eligibility on or before July 1, 1987, as a result of entitlement to or increase in RSDI Child Insurance Benefits;</li> </ul>	<p>Extended Medicaid Programs - Certain individuals who lose SSI eligibility because of a Social Security cost of living adjustment (COLA) or in some cases entitlement to or an increase in Retirement, Survivors, Disability Insurance (RSDI) benefits, i.e., Social Security benefits. SSI income standards are used in combination with budgeting rules which allow the exclusion of cost of living adjustments and/or certain benefits. Extended Medicaid consists of the following programs:</p> <ul style="list-style-type: none"> <li>• Disabled Adult Children - Individuals over 19 who become blind or disabled before age twenty-two 22 and lost SSI eligibility on or <del>before</del> <b>after</b> July 1, 1987, as a result of entitlement to or increase in RSDI Child Insurance Benefits;</li> </ul>
RFP	3.4.7	Add new section	<b><u>3.4.7 Individuals who have been diagnosed with tuberculosis, or are suspected of having tuberculosis, and are receiving TB related services through the TB Infected Individual Program.</u></b>
RFP	4.1.7	The MCO is strongly encouraged to have in place, no later than twelve (12) months after award of the Contract, a workplace wellness program which encourages healthy lifestyles, accessible to all employees based within the state of Louisiana.	The MCO is strongly encouraged to have in place, no later than <del>twelve (12)</del> <b>three (3)</b> months after award of the Contract, a workplace wellness program which encourages healthy lifestyles, accessible to all employees based within the state of Louisiana.
RFP	4.4	In-State Key Staff Positions  The MCO is responsible for maintaining least fifty (50) percent of staff within the	In-State Key Staff Positions  The MCO is responsible for maintaining least fifty (50) percent of staff within the state of Louisiana. Positions

Document	Section	Change From:	Change To:
		<p>state of Louisiana. Positions at a minimum that must be located in Louisiana are the following:</p> <p>4.4.1. Administrator/Chief Executive Officer</p> <p>4.4.2. Chief Operating Officer/COO</p> <p>4.4.3. Medical Director/CMO</p> <p>4.4.4. Behavioral Health Medical Director</p> <p>4.4.5. Program Integrity Officer</p> <p>4.4.6. Grievance System Manager</p> <p>4.4.7. Program Integrity Officer</p> <p>4.4.8. Quality Management Coordinator</p> <p>4.4.9. Maternal Health/EPSTD (Child Health) Coordinator</p> <p>4.4.10. Medical Management Coordinator</p> <p>4.4.11. Member Services Coordinator</p> <p>4.4.12. Provider Services Manager</p> <p>4.4.13. Provider Claims Educator (if applicable)</p> <p>4.4.14. Encounter Data Quality Coordinator</p> <p>4.4.15. Case Management Staff</p> <p>4.4.16. Fraud, Waste, and Abuse Investigators (at a rate of one per one hundred thousand and fraction thereof (1:100,000) members</p>	<p>at a minimum that must be located in Louisiana are the following:</p> <p>4.4.1. Administrator/Chief Executive Officer</p> <p>4.4.2. Chief Operating Officer/COO</p> <p>4.4.3. Medical Director/CMO</p> <p>4.4.4. Behavioral Health Medical Director</p> <p>4.4.5. Program Integrity Officer</p> <p>4.4.6. Grievance System Manager</p> <p>4.4.7. <del>Program Integrity Officer</del> <b><u>Contract Compliance Coordinator</u></b></p> <p>4.4.8. Quality Management Coordinator</p> <p>4.4.9. Maternal Health/EPSTD (Child Health) Coordinator</p> <p>4.4.10. Medical Management <del>Coordinator</del> <b><u>Manager</u></b></p> <p>4.4.11. Member Services Coordinator</p> <p>4.4.12. Provider Services Manager</p> <p>4.4.13. Provider Claims Educator (if applicable)</p> <p>4.4.14. Encounter Data Quality Coordinator</p> <p>4.4.15. Case Management Staff</p> <p>4.4.16. Fraud, Waste, and Abuse Investigators (at a rate of one per one hundred thousand and fraction thereof (1:100,000) members</p>
RFP	5.3	<p><b>5.3.1.</b> A withhold of the aggregate capitation rate payment shall be applied to provide an incentive for MCO compliance with the</p>	<p><b>5.3.1.</b> A withhold of the aggregate capitation rate payment shall be applied to provide an incentive for MCO compliance with the requirements of this Contract.</p>

Document	Section	Change From:	Change To:
		<p>requirements of this Contract.</p> <p><b>5.3.2.</b> The capitation rate payment withhold amount will be equivalent to two percent (2%) of the monthly capitation rate payment for all MCO enrollees, exclusive of maternity kick payments.</p> <p><b>5.3.3.</b> If DHH has not identified any MCO deficiencies, DHH will pay to the MCO the withhold of the MCO's payments withheld in the month subsequent to the withhold.</p> <p><b>5.3.4.</b> If DHH has determined the MCO is not in compliance with a requirement of this Contract in any given month, DHH may issue a written notice of non-compliance and DHH may retain the amount withheld for the month prior to DHH identifying the compliance deficiencies.</p> <p><b>5.3.5.</b> Monthly retention of the withhold amount may continue for each subsequent month so long as the identified deficiencies have not been corrected.</p> <p><b>5.3.6.</b> If the same or similar deficiency(s) continues</p>	<p><b>5.3.2.</b> The capitation rate payment withhold amount will be equivalent to two percent (2%) of the monthly capitation rate payment for all MCO enrollees, exclusive of maternity kick payments.</p> <p><b>5.3.3.</b> If DHH has not identified any MCO deficiencies, DHH will pay to the MCO the withhold of the MCO's payments withheld in the month subsequent to the withhold.</p> <p><b>5.3.4.</b> If DHH has determined the MCO is not in compliance with a requirement of this Contract in any given month, DHH may issue a written notice of non-compliance and DHH may retain the amount withheld for the month prior to DHH identifying the compliance deficiencies.</p> <p><b>5.3.5.</b> Monthly retention of the withhold amount may continue for each subsequent month so long as the identified deficiencies have not been corrected.</p> <p><b>5.3.6.</b> If the same or similar deficiency(s) continues beyond six (6) consecutive months, DHH may permanently retain the amount withheld for the period of non-compliance consistent with the monetary penalty, sanctions, and liquidated damages provisions of this Contract.</p> <p><b>5.3.6.1</b> <u>Amounts withheld for MCO Incentive Based Performance Measure outcomes, as defined in Section 14.2.5., are exempt from the six (6) consecutive months duration provision of</u></p>

Document	Section	Change From:	Change To:
		<p>beyond six (6) consecutive months, DHH may permanently retain the amount withheld for the period of non-compliance consistent with the monetary penalty, sanctions, and liquidated damages provisions of this Contract,</p> <p><b>5.3.7.</b> No interest shall be due to the MCO on any sums withheld or retained under this Section.</p> <p><b>5.3.8.</b> The provisions of this Section may be invoked alone or in conjunction with any other remedy or adjustment otherwise allowed under this Contract.</p>	<p><u>Section 5.1.6. and may be permanently retained upon validation of calculated rate by DHH's contracted external quality review organization.</u></p> <p><b>5.3.7.</b> No interest shall be due to the MCO on any sums withheld or retained under this Section.</p> <p><b>5.3.8.</b> The provisions of this Section may be invoked alone or in conjunction with any other remedy or adjustment otherwise allowed under this Contract.</p>
RFP	6.1.4	Add a new bullet	<u>Pediatric Day Healthcare Services</u>
RFP	6.27.2.4	Patients with a condition that causes chronic pain and have five (5) or more ED visits per year for chief complaint of pain are contacted by the MCO for a pain management plan and this plan will be shared with the patients' PCP, the patient, and relevant ED staff.	Patients with a condition that causes chronic pain and have five (5) or more ED visits <u>in the most recent 12-month period</u> per year for chief complaint of pain are contacted by the MCO for a pain management plan and this plan will be shared with the patients' PCP, the patient, and relevant ED staff.
RFP	6.36.6	At the point of initial MCO implementation, the MCO shall ensure a smooth transition for members by not discontinuing a member's existing Louisiana Medicaid service plan for 60 days after the member transition unless mutually agreed to by the member or responsible party after the member transition unless mutually agreed to by the member or responsible party. Members who transition from one MCO to another are considered newly enrolled with the receiving MCO.	<del>At the point of initial MCO implementation, the MCO shall ensure a smooth transition for members by not discontinuing a member's existing Louisiana Medicaid service plan for 60 days after the member transition unless mutually agreed to by the member or responsible party after the member transition unless mutually agreed to by the member or responsible party. Members who transition from one MCO to another are considered newly enrolled with the receiving MCO.</del>

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RFP	6.42	Add new subsection	<p><b><u>6.42 LaHIPP</u></b></p> <p><b><u>6.42.1 Louisiana Health Insurance Premium Payment (LaHIPP) is a Louisiana Medicaid program that pays all or part of the health insurance premium for an employee and their family if: (a) health insurance is available from their job (i.e. Employer Sponsored Insurance); (b) someone in the family has Medicaid; and (c) it is determined it that it would cost less for Louisiana Medicaid to pay the health insurance premium for the person who receives Medicaid than it would be for Louisiana Medicaid to pay the cost of the same person’s medical expenses without the insurance. The goal of LaHIPP is to reduce the number of the uninsured and lower Medicaid spending by establishing a third party resource as the primary payer of the Medicaid enrollee’s medical expenses.</u></b></p> <p><b><u>6.42.2 DHH is responsible for determining if an individual qualifies for LaHIPP participation. LaHIPP participants are eligible for enrollment in Bayou Health based on eligibility criteria defined in Section 3.2. LaHIPP is not an eligibility category. LaHIPP participants are identified in the TPL file.</u></b></p> <p><b><u>6.42.3 DHH is responsible for issuing payment for all or part of a LaHIPP participant’s health insurance premium. MCO is responsible for payment of a LaHIPP participant’s co-payments and deductibles if the participant uses provider that accepts the insurance as the primary payer and Medicaid as secondary payer. If the provider does not accept this payment arrangement, the participant will be responsible for the co-payments and deductibles. MCO (Medicaid) pays only after a third party has met the legal obligation to pay. MCO (Medicaid) is always the payer of last resort.</u></b></p>
RFP	8.7	MCO are allowed to implement step therapy or fail first protocols to first drive utilization toward the most cost-effective and safest drug therapy. These protocols may be applied to either individual drugs or classes of drugs. However, the MCO must provide a clear process for a provider to request an override of such restrictions. At a minimum, the MCO should grant the override when the prescribing physician provides evidence that the preferred treatment method has been ineffective in the treatment of the patient’s medical condition in the past or	<p><del>The</del> MCO <del>are</del> <u>is</u> allowed to implement step therapy or fail first protocols to first drive utilization toward the most cost-effective and safest drug therapy. These protocols may be applied to either individual drugs or classes of drugs. However, the MCO must provide a clear process for a provider to request an override of such restrictions. <del>At a minimum, the MCO should grant the</del> <u>An</u> override <u>shall be granted</u> when the prescribing physician <u>can demonstrate, based on sound clinic</u> <del>provides evidence,</del> that the preferred treatment <u>required under the step therapy or fail first protocol:</u> <u>(1) method</u> has been ineffective in the treatment of the <u>Medicaid enrollee</u> <del>patient’s</del> <u>disease or</u> medical</p>

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		will cause or will likely cause an adverse reaction or other physical harm to the patient.	condition; <u>(2) will be expected to be ineffective based on the known relevant physical or mental characteristics and medical history of the Medicaid enrollee and known characteristics of the drug regimen</u> ; <del>in the past or</del> (3) will cause or will likely cause an adverse reaction or other physical harm to the <u>Medicaid enrollee</u> patient.
RFP	8.10	Not later than September 30, 2015, the MCO shall develop jointly with all other Bayou Health MCOs a common pharmacy administrative framework that applies equally to each Bayou Health MCO and collectively meets the requirements of Sections 6.40.1 through 6.4.09. The framework and any revision thereto, shall be reviewed and approved by DHH prior to implementation. Any changes to the framework shall be submitted to DHH at least 30 days prior to implementation.	Not later than September 30, 2015, the MCO shall develop jointly with all other Bayou Health MCOs a common pharmacy administrative framework that applies equally to each Bayou Health MCO and collectively meets the requirements of Sections <del>6.40.1 through 6.4.09</del> <u>6.3.1 through 6.3.5.3</u> . The framework and any revision thereto, shall be reviewed and approved by DHH prior to implementation. Any changes to the framework shall be submitted to DHH at least 30 days prior to implementation.
RFP	10.6.1	<p>Definition of Provider Complaint</p> <p>For the purposes of this subsection, a provider complaint is any verbal or written expression, originating from a provider and delivered to any employee of the MCO, voicing dissatisfaction with a policy, procedure, payment or any other communication or action by the MCO.</p> <p>10.6.1.2. Definition of Action For purposes of this subsection an action is defined as:</p> <ul style="list-style-type: none"> <li>• The denial or limited authorization of a requested service, including the type or level of service; or</li> <li>• The reduction, suspension, or termination of a previously authorized service; or</li> <li>• The denial, in whole or in part, of payment for a service; or</li> <li>• The failure to provide services in a timely manner, as defined by Section 7.3 and Section 7.5 of this RFP; or</li> <li>• The failure of the MCO to act within the timeframes provided in</li> </ul>	<p>10.6.1.1 Definition of Provider Complaint</p> <p>For the purposes of this subsection, a provider complaint is any verbal or written expression, originating from a provider and delivered to any employee of the MCO, voicing dissatisfaction with a policy, procedure, payment or any other communication or action by the MCO, <u>excluding request of reconsideration or appeal for specific individual claims. It does include general complaints about claim payment policies.</u></p> <p>10.6.1.2 Definition of Action</p> <p>For purposes of this subsection an action is defined as:</p> <ul style="list-style-type: none"> <li>• The denial or limited authorization of a requested service, including the type or level of service; or</li> <li>• The reduction, suspension, or termination of a previously authorized service; or</li> <li>• <del>The denial, in whole or in part, of payment for a service; or</del></li> <li>• The failure to provide services in a timely manner, as defined by Section 7.3 and Section 7.5 of this RFP; or</li> <li>• The failure of the MCO to act within the timeframes provided in Section <del>13.7.1</del> <u>10.6.5</u></li> </ul>

Document	Section	Change From:	Change To:
		Section 13.7.1 of this RFP.	of this RFP.
RFP	10.6.5	The MCO shall have and implement written policies and procedures which detail the operation of the Provider Complaint System. The MCO shall submit its Provider Complaint System policies and procedures to DHH for review and approval within thirty (30) Calendar Days of the date the Contract with DHH is signed. The policies and procedures shall include, at a minimum:	The MCO shall have and implement written policies and procedures which detail the operation of the Provider Complaint System. The MCO shall submit its Provider Complaint System policies and procedures to DHH for review and approval within thirty (30) Calendar Days of the date the Contract with DHH is signed. <b><u>Note that provider complaints must be acknowledged within business 3 days. They should be resolved as soon as feasible, but within no more than 30 calendar days; unless the both the provider and DHH has been notified of the outstanding issues, including a timeline for resolution and reason for the extension of time. All complaints should be resolved in no more than 90 days.</u></b> The policies and procedures shall include, at a minimum:
RFP	12.11.3.2.5	The MCO shall report to DHH on a monthly basis the name, telephone number(s) and Medicaid Recipient ID Number of each member it attempted to contact after three attempts and were unable to successfully make contact.	<del>The MCO shall report to DHH on a monthly basis the name, telephone number(s) and Medicaid Recipient ID Number of each member it attempted to contact after three attempts and were unable to successfully make contact.</del>
RFP	12.16.14.1	Answer ninety (90) percent of calls within thirty (30) seconds or direct the call to an automatic call pickup system with IVR options	Answer <del>ninety (90)</del> <b><u>ninety-five (95)</u></b> percent of calls within thirty (30) seconds or direct the call to an automatic call pickup system with IVR options
RFP	12.16.14.5	Providers consider and respect those rights when providing services to members	<del>Providers consider and respect those rights when providing services to members</del>
RFP	12.16.15.1	The MCO shall have written policies regarding member rights and responsibilities. The MCO shall comply with all applicable state and federal laws pertaining to member rights and privacy. The MCO shall further ensure that the MCO's employees, contractors and MCO	The MCO shall have written policies regarding member rights and responsibilities. The MCO shall comply with all applicable state and federal laws pertaining to member rights and privacy. The MCO shall further ensure that the MCO's employees, contractors and MCO <b><u>providers consider and respect those rights when providing services to members.</u></b>
RFP	12.13.1	MCO members will be issued at a minimum three (3) different member identification cards related to their enrollment in the Louisiana Medicaid managed care delivery system.	MCO members will be issued at a minimum <del>three (3)</del> <b><u>two (2)</u></b> different member identification cards related to their enrollment in the Louisiana Medicaid managed care delivery system. <b><u>The MCO may opt to provide members with a third ID card, if the MCO elects to issue a separate pharmacy-related ID card.</u></b>
RFP	12.19.1.1.	A summary report of all marketing and member education efforts must be submitted to DHH within thirty (30)	A summary report of all marketing and member education efforts must be submitted to DHH within thirty (30) days of the end of the calendar year <u>using a</u>



Document	Section	Change From:	Change To:
		days of the end of the calendar year <b>Marketing Plan Annual Review</b> .	<b>Marketing Plan Annual Review</b> <u>format guidance</u> provided by DHH.
RFP	13.5.3.1.1	The period of advanced notice is shortened to five (5) days if probable member form fraud has been verified or by the date of action for the following	The period of advanced notice is shortened to five (5) days if probable member <del>form</del> fraud has been verified or by the date of action for the following
RFP	13.6.2.1	The MCO may extend the timeframes from Section 13.7.1 of this Section by up to fourteen (14) calendar days if:	The MCO may extend the timeframes from Section <del>13.7.1</del> <b>13.6.1</b> of this Section by up to fourteen (14) calendar days if:
RFP	13.0 (5 <sup>th</sup> paragraph)	The MCO shall not create barriers to timely due process. The MCO shall be subject to sanctions if it is determined by DHH that the MCO has created barriers to timely due process, and/or, if ten (10) percent or higher of appeal decisions appealed to the State Fair Hearing level within a twelve (12) month period have been reversed or otherwise resolved in favor of the member. decisions appealed to the State Fair Hearing level within a twelve (12) month period have been reversed or otherwise resolved in favor of the member. Examples of creating barriers shall include but not be limited to:	The MCO shall not create barriers to timely due process. The MCO shall be subject to sanctions if it is determined by DHH that the MCO has created barriers to timely due process, and/or, if ten (10) percent or higher of appeal decisions appealed to the State Fair Hearing level within a twelve (12) month period have been reversed or otherwise resolved in favor of the member. <del>decisions appealed to the State Fair Hearing level within a twelve (12) month period have been reversed or otherwise resolved in favor of the member.</del> Examples of creating barriers shall include but not be limited to:
RFP	13.4.2.1	Provide that oral inquiries seeking to appeal an action are treated as appeals (to establish the earliest possible filing date for the appeal) and must be confirmed in writing unless the enrollee or the provider request expedited resolution. The member, member's authorized representative or provider, acting on behalf of the member and with the member's written consent, may file an expedited appeal either orally or in writing. No additional enrollee follow-up is required.	Provide that oral inquiries seeking to appeal an action are treated as appeals (to establish the earliest possible filing date for the appeal) <del>and must be confirmed in writing unless the enrollee or the provider request expedited resolution.</del> The member, member's authorized representative or provider, acting on behalf of the member and with the member's written consent, may file an expedited appeal either orally or in writing. No additional enrollee follow-up is required.
RFP	15.3.3	The MCO shall search the following websites: <ul style="list-style-type: none"> <li>• Office of Inspector General (OIG) List of Excluded Individuals/Entities (LEIE);</li> <li>• Louisiana Exclusion Database (LED);</li> <li>• The System of Award Management (SAM); and</li> <li>• Other applicable sites as may be determined by DHH</li> </ul>	The MCO shall search the following websites: <ul style="list-style-type: none"> <li>• Office of Inspector General (OIG) List of Excluded Individuals/Entities (LEIE);</li> <li>• <del>Louisiana Exclusion Database (LED)</del> <b>Louisiana Adverse Actions List Search;</b></li> <li>• The System of Award Management (SAM); and</li> <li>• Other applicable sites as may be determined by DHH</li> </ul>



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RFP	17.12	New subsection	<p><b><u>17.12 LaHIPP</u></b></p> <p><b><u>17.12.1 MCO is responsible for payment of a LaHIPP participant's co-payments and deductibles if the participant uses provider that accepts the insurance as the primary payer as secondary payer.</u></b></p> <p><b><u>17.12.2 If the provider does not accept this payment arrangement, the participant will be responsible for the co-payments and deductibles.</u></b></p> <p><b><u>17.12.3 MCO (Medicaid) pays only after a third party has met the legal obligation to pay. MCO (Medicaid) is always the payer of last resort.</u></b></p>																														
RFP	20.3.2	Add new penalty to table.	<table border="1"> <thead> <tr> <th colspan="2">TABLE OF MONETARY PENALTIES</th> </tr> <tr> <th>FAILED DELIVERABLES</th> <th>PENALTY</th> </tr> </thead> <tbody> <tr> <td><b><u>Incentive Based Performance Measure</u></b></td> <td><b><u>Amounts withheld for MCO Incentive Based Performance Measure outcomes may be permanently retained upon validation of calculated rate by DHH's contracted external quality review organization.</u></b></td> </tr> </tbody> </table>	TABLE OF MONETARY PENALTIES		FAILED DELIVERABLES	PENALTY	<b><u>Incentive Based Performance Measure</u></b>	<b><u>Amounts withheld for MCO Incentive Based Performance Measure outcomes may be permanently retained upon validation of calculated rate by DHH's contracted external quality review organization.</u></b>																								
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RFP	23		<table border="1"> <thead> <tr> <th colspan="2">Evaluation Components</th> <th>Possible Points</th> </tr> </thead> <tbody> <tr> <td>Part I.</td> <td>Mandatory Requirements</td> <td>Included/not included</td> </tr> <tr> <td>Part II.</td> <td>Financial Requirements</td> <td>35</td> </tr> <tr> <td>Part. III</td> <td>Organizational Requirements</td> <td>85</td> </tr> <tr> <td>Part IV.</td> <td>Provider Network</td> <td>70</td> </tr> <tr> <td>Part V.</td> <td>Member Management</td> <td>240 <b>220</b></td> </tr> <tr> <td>Part VI.</td> <td>Marketing and Member Materials</td> <td>30</td> </tr> <tr> <td>Part VII.</td> <td>Quality Management</td> <td>75</td> </tr> <tr> <td>Part VIII.</td> <td>Program Integrity</td> <td>60</td> </tr> <tr> <td>Part IX.</td> <td>Systems and</td> <td>100</td> </tr> </tbody> </table>	Evaluation Components		Possible Points	Part I.	Mandatory Requirements	Included/not included	Part II.	Financial Requirements	35	Part. III	Organizational Requirements	85	Part IV.	Provider Network	70	Part V.	Member Management	240 <b>220</b>	Part VI.	Marketing and Member Materials	30	Part VII.	Quality Management	75	Part VIII.	Program Integrity	60	Part IX.	Systems and	100
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Part XI. Veteran/Hudson Initiative	100										
<b>Total Possible Points</b>	<b>1,000</b>										
RFP	25.11	<p>The MCO agrees to comply with all applicable provisions of 2 CFR Part 376, pertaining to nonprocurement debarment and/or suspension. As a condition of enrollment, the MCO must screen all employees and subcontractors to determine whether they have been excluded from participation in Medicare, Medicaid, the Children’s Health Insurance Program, and/or all federal health care programs. To help make this determination, the MCO may search the following websites:</p> <p>Office of Inspector General (OIG) List of Excluded Individuals/Entities) LEIE  <a href="https://oig.hhs.gov/exclusions/index.asp">https://oig.hhs.gov/exclusions/index.asp</a>;</p> <p>the Health Integrity and Protection Data Bank (HIPDB) <a href="http://www.npdb-hipdb.hrsa.gov/index.jsp">http://www.npdb-hipdb.hrsa.gov/index.jsp</a>;</p> <p>the Louisiana Exclusion Database (LED);</p> <p>and/or the System for Award Management, <a href="http://www.sam.gov">http://www.sam.gov</a>.</p>	<p>The MCO agrees to comply with all applicable provisions of 2 CFR Part 376, pertaining to nonprocurement debarment and/or suspension. As a condition of enrollment, the MCO must screen all employees and subcontractors to determine whether they have been excluded from participation in Medicare, Medicaid, the Children’s Health Insurance Program, and/or all federal health care programs. To help make this determination, the MCO may search the following websites:</p> <p>Office of Inspector General (OIG) List of Excluded Individuals/Entities) LEIE  <a href="https://oig.hhs.gov/exclusions/index.asp">https://oig.hhs.gov/exclusions/index.asp</a>;</p> <p>the Health Integrity and Protection Data Bank (HIPDB)  <a href="http://www.npdb-hipdb.hrsa.gov/index.jsp">http://www.npdb-hipdb.hrsa.gov/index.jsp</a>;</p> <p><del>the Louisiana Exclusion Database (LED)</del> <b><u>the Louisiana Adverse Actions List Search (LAALS)</u></b>  <a href="https://adverseactions.dhh.la.gov/">https://adverseactions.dhh.la.gov/</a> ;</p> <p>and/or the System for Award Management,  <a href="http://www.sam.gov">http://www.sam.gov</a>.</p>								
RFP	25.40	<p>The MCO and DHH both agree that the monthly capitation rates identified in this RFP shall be in effect during the period identified on the MCO Rate Schedule that will be posted on DHH’s website. Rates may be adjusted during the Contract period based on DHH and actuarial analysis, subject to CMS review and approval.</p> <p>The MCO and DHH both agree that the adjustments to the monthly capitation rate(s) required pursuant to this Section shall occur only by written</p>	<p>The MCO and DHH both agree that the monthly capitation rates identified in this RFP shall be in effect during the period identified on the MCO Rate Schedule that will be posted on DHH’s website. Rates may be adjusted during the Contract period based on DHH and actuarial analysis, subject to CMS review and approval.</p> <p>The MCO and DHH both agree that the adjustments to the monthly capitation rate(s) required pursuant to this Section shall occur only by written amendment to the Contract. Should <del>either the MCO or DHH</del> refuse to accept the revised monthly capitation rate, <b><u>Section 25.63 of</u></b></p>								

Document	Section	Change From:	Change To:
		amendment to the Contract. Should either the MCO or DHH refuse to accept the revised monthly capitation rate, the provisions of the RFP for contract termination and turnover shall apply.	<del>the RFP and</del> the provisions of the RFP for contract termination and turnover <b><u>and performance bond</u></b> shall apply.
RFP	25.63	New section added	<p><b><u>25.63 Termination for Failure to Accept Revised Monthly Capitation Rate</u></b></p> <p><u>Should the MCO refuse to accept a revised monthly capitation rate as provided in Section 25.40 of the RFP, it may request DHH in writing to permit the Contract to be terminated effective at least sixty (60) calendar days from the date of DHH's receipt of the written request. DHH shall have sole discretion to approve or deny the request for termination and to impose such conditions on the granting of an approval as it may deem appropriate, but it shall not unreasonably withhold its approval.</u></p>
Appendix BB			Revised version attached.
Appendix KK	E.6	Provide as an attachment a copy of the most recent external quality review report (pursuant to Section 1932(c)(2) of the Social Security Act) for the Medicaid contract identified in response to item B.1 of this section that had the largest number of enrollees as of January 1, 2014. Provide the entire report. In addition, provide a copy of any corrective action plan(s) requested of your organization as a result of this review.	Provide as an attachment a copy of the most recent external quality review report (pursuant to Section 1932(c)(2) of the Social Security Act) for the Medicaid contract identified in response to item <del>B.1</del> <b><u>E.1</u></b> of this section that had the largest number of enrollees as of January 1, 2014. Provide the entire report. In addition, provide a copy of any corrective action plan(s) requested of your organization as a result of this review.

Document	Section	Change From:	Change To:
Appendix KK	E.8	<p>State whether or not your organization is currently the subject or has recently (within the past five (5) years) been the subject of a criminal or civil investigation by a state or federal agency other than investigations described in response to item D.2 of this part. If your organization has recently been the subject of such an investigation, provide an explanation with relevant details and the outcome. If the outcome is against your organization, provide the corrective action plan implemented to prevent such future offenses.</p>	<p>State whether or not your organization is currently the subject or has recently (within the past five (5) years) been the subject of a criminal or civil investigation by a state or federal agency other than investigations described in response to item <del>D.2</del> <b>E.3</b> of this part. If your organization has recently been the subject of such an investigation, provide an explanation with relevant details and the outcome. If the outcome is against your organization, provide the corrective action plan implemented to prevent such future offenses.</p>
Appendix KK	M	<p>Describe your approach to member education and outreach regarding EPSDT including the use of the tracking system described in E.1 of this part and any innovative/non-traditional mechanisms. Include:</p> <ul style="list-style-type: none"> <li>• How you will conduct member education and outreach regarding EPSDT including any innovative/non-traditional methods that go beyond the standard methods;</li> <li>• How you will work with members to improve compliance with the periodicity schedule, including how you will motivate parents/members and what steps you will take to identify and reach out to members (or their parents) who have missed screening appointments (highlighting any innovative/non-traditional approaches); and</li> </ul> <p>How you will design and monitor your education and outreach program to ensure compliance with the RFP.</p>	<p>Describe your approach to member education and outreach regarding EPSDT including the use of the tracking system described in <del>E.1</del> <b>M.1</b> of this part and any innovative/non-traditional mechanisms. Include:</p> <ul style="list-style-type: none"> <li>• How you will conduct member education and outreach regarding EPSDT including any innovative/non-traditional methods that go beyond the standard methods;</li> <li>• How you will work with members to improve compliance with the periodicity schedule, including how you will motivate parents/members and what steps you will take to identify and reach out to members (or their parents) who have missed screening appointments (highlighting any innovative/non-traditional approaches); and</li> </ul> <p>How you will design and monitor your education and outreach program to ensure compliance with the RFP.</p>

Document	Section	Change From:	Change To:
Appendix KK	N.1	<p>Provided a detailed description of your utilization management (UM) policies and procedures including but not limited to:</p> <ul style="list-style-type: none"> <li>• Specific levels and qualifications required for UM staff;</li> <li>• Training you provide your UM staff;</li> <li>• Industry products (Milliman, Interqual, etc.) used and how</li> <li>• Describe any differences between your UM phone line and your member services line with respect to bullets (2) through (7) in item J.1 of this part;</li> <li>• If your UM phone line will handle both Louisiana MCO and non-Louisiana MCO calls, <ul style="list-style-type: none"> <li>○ explain how you will track Louisiana MCO calls separately; and</li> <li>○ how you will ensure that applicable DHH timeframes for prior authorization decisions are met.</li> </ul> </li> </ul>	<p>Provided a detailed description of your utilization management (UM) policies and procedures including but not limited to:</p> <ul style="list-style-type: none"> <li>• Specific levels and qualifications required for UM staff;</li> <li>• Training you provide your UM staff;</li> <li>• Industry products (Milliman, Interqual, etc.) used and how</li> <li>• Describe any differences between your UM phone line and your member services line with respect to bullets (2) through (7) in item <del>J.1</del> <b>R.1</b> of this part;</li> <li>• If your UM phone line will handle both Louisiana MCO and non-Louisiana MCO calls, <ul style="list-style-type: none"> <li>○ explain how you will track Louisiana MCO calls separately; and</li> <li>○ how you will ensure that applicable DHH timeframes for prior authorization decisions are met.</li> </ul> </li> </ul>
Appendix KK	P	<p>Describe in detail your proposed approach to providing non-emergency medical transportation (NEMT) services, including, at a minimum:</p> <ul style="list-style-type: none"> <li>• What administrative functions, if any, you will subcontract to another entity (If subcontracting this function, the subcontractor information must be provided in response to item <b>C.6.</b>);</li> <li>• How you will determine the appropriate mode of transportation (other than fixed route) for a member;</li> <li>• Your proposed approach to covering fixed route transportation;</li> <li>• How you will ensure that pick-up and delivery standards are met by NEMT providers,</li> </ul>	<p>Describe in detail your proposed approach to providing non-emergency medical transportation (NEMT) services, including, at a minimum:</p> <ul style="list-style-type: none"> <li>• What administrative functions, if any, you will subcontract to another entity (If subcontracting this function, the subcontractor information must be provided in response to item <del>C.6.</del> <b>F.4</b>);</li> <li>• How you will determine the appropriate mode of transportation (other than fixed route) for a member;</li> <li>• Your proposed approach to covering fixed route transportation;</li> <li>• How you will ensure that pick-up and delivery standards are met by NEMT providers, including training, monitoring, and sanctions;</li> <li>• How you will ensure that vehicles (initially and on an ongoing basis) meet vehicle standards, including inspections and other monitoring;</li> </ul>

Document	Section	Change From:	Change To:
		<p>including training, monitoring, and sanctions;</p> <ul style="list-style-type: none"> <li>• How you will ensure that vehicles (initially and on an ongoing basis) meet vehicle standards, including inspections and other monitoring;</li> <li>• Your approach to initial and ongoing driver training;</li> <li>• How you will ensure that drivers meet initial and ongoing driver standards;</li> <li>• How your call center will comply with the requirements specific to NEMT calls; and</li> <li>• Your NEMT quality assurance program (excluding vehicle inspection).</li> </ul>	<ul style="list-style-type: none"> <li>• Your approach to initial and ongoing driver training;</li> <li>• How you will ensure that drivers meet initial and ongoing driver standards;</li> <li>• How your call center will comply with the requirements specific to NEMT calls; and</li> </ul> <p>Your NEMT quality assurance program (excluding vehicle inspection).</p>
Appendix KK	Q	Identify your current or proposed PBM, specifying any corporate relationship to the bidder. (If subcontracting this function, the subcontractor information must be provided in response to item C.6.)	Identify your current or proposed PBM, specifying any corporate relationship to the bidder. (If subcontracting this function, the subcontractor information must be provided in response to item <del>C.6.</del> <b>F.4</b> )
Appendix KK	Q.6	Describe at least 2 and no more than 4 existing or proposed educational initiatives the PBM or MCO will take regarding the use of Behavioral Health Medications including ADD/ADHD, treatment of infectious diseases, diabetes and/or asthma	Describe at least 2 and no more than 4 existing or proposed educational initiatives the PBM or MCO will take regarding the use of: Behavioral Health Medications (including ADD/ADHD); treatment of infectious diseases; and the treatment and control of diabetes and/or asthma.
Appendix KK	V.1	Describe your approach for meeting the program integrity requirements including a compliance plan for the prevention, detection, reporting, and corrective action for suspected cases of Fraud and Abuse in the administration and delivery of services. Include other best practices, you have utilized in other contracts that could be to	Describe your approach for meeting the program integrity requirements including a compliance plan for the prevention, detection, reporting, and corrective action for suspected cases of Fraud and Abuse in the administration and delivery of services. Include other best practices; you have utilized in other contracts that could be to <b>utilized in this contract.</b>
Appendix KK	AA.1	Describe the workplace wellness program and employee incentives you will have in place for your Louisiana-based employees within 3 months from the effective date of the contract. Include incentives for participation. Program components, and	Describe the workplace wellness program and employee incentives you will have in place for your Louisiana-based employees within 3 months from the effective date of the contract. Include incentives for participation. Program components, and expected results.

Document	Section	Change From:	Change To:
		<p>expected results.</p> <p>The proposed annual monetary expenditure for this program and will be considered a binding contract deliverable. If for some reason, including but not limited to lack of employee participation, the proposed annual expenditure is not expended the department reserves the right to require the MCO to provide an alternate employee wellness benefit of equal value and/or may conduct a reconciliation for the amount unexpended.</p> <p>For each value-added incentive proposed:</p> <ul style="list-style-type: none"> <li>○ Define and describe the wellness program/employee incentives and associated measures of performance;</li> <li>○ If not applicable to all employees; identify the category or group of providers eligible to participated in the incentive or receive enhanced payments;</li> <li>○ Note any limitations or restrictions that apply to incentives or enhanced payments;</li> <li>○ Describe how and when employees will be notified about the availability of such programs/incentives; and</li> <li>○ Describe how employee input and feedback will be used to realign incentives as appropriate.</li> </ul> <ul style="list-style-type: none"> <li>● Describe how you will identify the associated payments in administrative data or encounter data.</li> <li>● Indicate the total annual expenditures proposed for each of the three (3) contract years.</li> </ul> <p>Include a statement of commitment to provide these expenditures for this purpose for the entire thirty six (36) month term of the initial contract.</p>	<p>The proposed annual monetary expenditure for this program and will be considered a binding contract deliverable. If for some reason, including but not limited to lack of employee participation, the proposed annual expenditure is not expended the department reserves the right to require the MCO to provide an alternate employee wellness benefit of equal value and/or may conduct a reconciliation for the amount unexpended.</p> <p>For each value-added incentive proposed:</p> <ul style="list-style-type: none"> <li>○ Define and describe the wellness program/employee incentives and associated measures of performance;</li> <li>○ If not applicable to all employees; identify the category or group of <del>providers</del> <b>employees</b> eligible to participated in the incentive or receive enhanced payments;</li> <li>○ Note any limitations or restrictions that apply to <b>the wellness benefits/</b> <del>incentives or enhanced payments;</del></li> <li>○ Describe how and when employees will be notified about the availability of such programs/incentives; and</li> <li>○ Describe how employee input and feedback will be used to realign incentives as appropriate.</li> </ul> <ul style="list-style-type: none"> <li>● Describe how you will identify the associated payments in administrative data, <del>or encounter data.</del></li> <li>● Indicate the total annual expenditures proposed for each of the three (3) contract years.</li> </ul>



Document	Section	Change From:	Change To:
Appendix KK	BB.1	<p>Provide your organization’s bond rating. Include your organization’s parent organization, affiliates, and subsidiaries in this response. If applicable, provide documentation that the proposer and/or its subcontractor has been certified by the Louisiana Department of Economic Development as a:</p> <ul style="list-style-type: none"> <li>• Veteran-Owned,</li> <li>• Service- Connected Disabled Veteran-Owned small entrepreneurship (LaVet), or</li> <li>• Louisiana Initiative for Small Entrepreneurships (Hudson Initiative).</li> </ul> <p>If a proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), proposer shall include in their proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar value of each subcontract.</p>	<p><del>Provide your organization’s bond rating. Include your organization’s parent organization, affiliates, and subsidiaries in this response.</del> If applicable, provide documentation that the proposer <b>(including parent organization, affiliates, and subsidiaries)</b> and/or its subcontractor has been certified by the Louisiana Department of Economic Development as a:</p> <ul style="list-style-type: none"> <li>• Veteran-Owned,</li> <li>• Service- Connected Disabled Veteran-Owned small entrepreneurship (LaVet), or</li> <li>• Louisiana Initiative for Small Entrepreneurships (Hudson Initiative).</li> </ul> <p>If a proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), proposer shall include in their proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar value of each subcontract.</p>
Appendix JJ			Updated version attached.
Appendix UU			Updated version attached.