



Medicaid Dental Benefit Program Manager Contract
Attachment E: OIG Addendum
Additional Requirements for OIG Compliance

The Louisiana Department of Health (“LDH”) has entered into a State Agency Compliance Agreement (“Compliance Agreement”) with the Office of Inspector General (“OIG”) of the United States Department of Health and Human Services (“HHS”) to promote compliance with the statutes, regulations, and written directives of Medicare, Medicaid, and all other Federal health care programs (as defined in 42 U.S.C. § 1320a-7b(f)) (Federal health care program requirements). The Compliance Agreement includes requirements that are applicable to LDH and to certain of its contractors and subcontractors who meet the definition of “Covered Person” as provided below, and this Addendum is attached to all LDH contracts with such “Covered Person” contractors.

1. *Definitions.* For purposes of this Addendum:

- a. “Covered Person” shall include any contractor, subcontractor, agent, or other person who furnishes patient care items or services or who performs billing or coding functions on behalf of LDH, excluding vendors whose sole connection with LDH is selling or otherwise providing medical supplies or equipment to LDH.
 - i. “Individual Covered Person” means a Covered Person who is a natural person and includes any individual who is an officer, employee, member, or partner of a Corporate Covered Person, as defined below, and who participates in the performance of any work or services under the contract.
 - ii. “Corporate Covered Person” means any Covered Person that is not an Individual Covered Person, including but not limited to a corporation, limited liability company (LLC), partnership, or other legal entity.
- b. “Ineligible Person” shall include an individual or entity who:
 - i. is currently excluded from participation in any Federal health care program; or
 - ii. has been convicted of a criminal offense that falls within the scope of 42 U.S.C. § 1320a-7(a), but has not yet been excluded.
- c. “Exclusion List” means the HHS/OIG List of Excluded Individuals/Entities (LEIE) (available through the Internet at <http://www.oig.hhs.gov>).

2. *Training Requirements.* In accordance with the written Training Plan developed by LDH, Covered Persons must receive at least annual training regarding LDH’s Compliance Agreement requirements and the applicable Federal health care program requirements, including the requirements of the Anti-Kickback

Statute and the Stark Law. A Corporate Covered Person shall be responsible for ensuring that all Individual Covered Persons within its organization receive the required training.

3. *Screening and Disclosure Requirements.*

- a. Before LDH enters into a contract with a prospective Covered Person, it will screen that prospective Covered Person against the Exclusion List, and a Corporate Covered Person shall be responsible for screening all Individual Covered Persons within its organization against the Exclusion List. Thereafter, LDH and all current Corporate Covered Persons shall continue to perform such screening on a monthly basis.
- b. Both during and after the contracting process, all prospective and current Covered Persons shall immediately disclose in writing to LDH as soon as they discover that that they are, or have become, an Ineligible Person. A Corporate Covered Person shall be responsible for facilitating and expediting such disclosures to LDH with regard to any Individual Covered Person within its organization who is an Ineligible Person.

4. *Removal Requirements.*

- a. If LDH receives actual notice that a Covered Person has become an Ineligible Person, it shall remove such Covered Person from responsibility for, or involvement with, LDH's business operations related to the Federal health care program(s) from which such Covered Person has been excluded and shall remove such Covered Person from any position for which the Covered Person's compensation or the items or services furnished, ordered, or prescribed by the Covered Person are paid in whole or part, directly or indirectly, by any Federal health care program(s) from which the Covered Person has been excluded at least until such time as the Covered Person is reinstated into participation in such Federal health care program(s).
- b. If LDH receives actual notice that a Covered Person is charged with a criminal offense that falls within the scope of 42 U.S.C. §§ 1320a-7(a), 1320a-7(b)(1)-(3), or is proposed for exclusion during the Covered Person's employment or contract term, LDH shall take all appropriate actions to ensure that the responsibilities of that Covered Person have not and shall not adversely affect the quality of care rendered to any beneficiary or the accuracy of any claims submitted to any Federal health care program.
- c. A Corporate Covered Person shall be responsible for facilitating and expediting the removal of any Individual Covered Person within its organization who is an Ineligible Person.

5. *Flowdown of Requirements.* A Covered Person shall be responsible for ensuring that any subcontractor, agent, or other person to whom it delegates the performance of any work or services under the contract shall comply with all requirements contained in this Addendum that are applicable to the subcontractor, agent, or other person as a Covered Person.