UOKH 505-000496

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DHH - CF - 1
Revised:2-08

# AGREEMENT BETWEEN STATE OF LOUISIANA DEPARTMENT OF HEALTH AND HOSPITALS

Medical Vendor Administration

CFMS: 676743
DHH: 053547
Agency # 305

AND

Office of Group Benefits

FOR

☐ Personal Services ☒ Professional Services ☐ Consulting Services ☐ Social Services

| | |
|---|---|
| 1) **Contractor (Legal Name if Corporation)**<br>Office of Group Benefits | 5) **Federal Employer Tax ID# or Social Security #**<br>72087190520 **(Must be 11 Digits)** |
| 2) **Street Address**<br>7389 Florida Boulevard, Suite 400 | 6) **Parish(es) Served**<br>ST |
| **City** Baton Rouge / **State** LA / **Zip Code** 70806 | 7) **License or Certification #** |
| 3) **Telephone Number**<br>(225) 925-6625 | 8) Contractor Status<br>Subrecipient: ☐ Yes ☒ No<br>Corporation: ☐ Yes ☒ No<br>For Profit: ☐ Yes ☒ No<br>Publicly Traded: ☐ Yes ☒ No |
| 4) **Mailing Address (if different)**<br>P.O. Box 44036 | |
| **City** Baton Rouge / **State** LA / **Zip Code** 70804 | 8a) **CFDA#(Federal Grant #)** |

9) **Brief Description Of Services To Be Provided:**
The Office of Group Benefits, Division of Administration (OGB) will provide its PPO Physical and Hospital Provider Network to DHH LaCHIP V Plan enrollees/families. This will include, but is not limited to, the collection of premiums from the LaCHIP V plan members, expenditure and claims reporting. OGB will also provide only billing and collection services for the DHH enrollees/ families in the Family Opportunity Act program and the Medicaid Purchase Plan. OGB will establish and maintain a single, uniform system to communicate with DHH systems and update eligibility records for enrollees and families. OGB will also provide supportive materials including ID cards and provider directories.

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| 10) **Effective Date** 07-01-2009 | 11) **Termination Date** 06-30-2011 |

12) This contract may be terminated by either party upon giving thirty (30) days advance written notice to the other party with or without cause but in no case shall continue beyond the specified termination date.

13) **Maximum Contract Amount $:**

14) **Terms of Payment**
Contractor obligated to submit final invoices to Agency within fifteen (15) days after termination of contract.
Payment will be made at the rate of $35.29 per enrollee/family per month for those enrolled in LaCHIP V upon approval of substantiating documents to support measurable deliverables defined in Attachment 2. Payment will be made at the rate of $7.50 per enrollee/family per month for those enrolled in the Family Opportunity Act program and the Medicaid Purchase Plan upon approval of substantiating documents to support measurable deliverables defined in Attachment 2.

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| **PAYMENT WILL BE MADE ONLY UPON APPROVAL OF:** | **First Name**<br>Kyle | **Last Name**<br>Viator | |
| | **Title**<br>Director of Operations, LaCHIP | | **Phone Number**<br>(225) 342-6043 |

15) **Special or Additional Provisions which are Incorporated herein, if any (IF NECESSARY, ATTACH SEPARATE SHEET AND REFERENCE):**
Attachment 1: HIPAA Addendum
Attachment 2: Statement of Work
Attachment 3: Special Provisions
Exhibit A: Multi Year Letter

**ATTACHMENT 2**

**Statement of Work**

I. The Office of Group Benefits, Division of Administration, (OGB) will provide its PPO Physician and Hospital Provider Network to DHH LaCHIP V Plan enrollees/families. OGB will provide administrative services to DHH in connection with the LaCHIP V Plan as follows:

A. Provide services pursuant to this contract in accordance with benefits provided under the LaCHIP V Plan Document and any changes thereto made during the term of this contract.

B. Based upon DHH's determination and confirmation to OGB of the validity of the enrollment application, enroll such plan enrollees/families to receive Plan benefits in accordance with Plan provisions. LaCHIP V enrollees/families will have access to all providers in the OGB PPO network.

C. Prepare and print a directory of providers which includes all physicians, hospitals and other health care providers in the OGB LaCHIP V PPO Network.

D. OGB will provide identification cards (ID cards) for delivery to enrollees/families including the initial issuance of ID cards and the issuance of ID cards to all newly eligible enrollees/families within ten (10) days of receiving first payment. The content of ID cards shall be agreed to by OGB and DHH.

E. Distribute materials to newly enrolled LaCHIP V Plan enrollees/families within ten (10) days of confirmation from DHH of the validity of the enrollee/family's enrollment application.

F. Eligibility and Enrollment Information/Requirements as listed below:

1. OGB will accept from DHH a daily eligibility data file which contains (i) plan enrollee/family names; (ii) SSN/contract numbers; (iii) birthdates; (iv) gender; and (v) effective and termination dates, as applicable.
2. Enroll as enrollees/families those persons who have been specified to OGB by DHH as eligible persons for enrollment. Eligible dependents must fall within eligibility requirements of DHH and be so designated as Eligible Dependent by DHH.

G. Prospective Member Terminations

1. An enrollee/family's coverage will terminate when an enrollee/family ceases to be an Eligible Person or an Eligible Dependent under the terms of the LaCHIP Plan Document.
2. DHH shall be responsible for notifying all enrollees/families of the termination of coverage; however, coverage will be terminated by OGB regardless of whether DHH provides the notice.
3. DHH shall be responsible for notifying OGB regarding the termination and the effective date thereof. Should OGB process claims after the termination effective date and provided DHH properly notified OGB of an enrollee/family termination, OGB shall be financially liable for such claim.
4. OGB will be liable for all claims paid by OGB after the two (2) business day period following the date on which OGB received notice of termination.

H. Establish and maintain a single, uniform system to update eligibility records for enrollees/families. This system shall accept eligibility data from DHH in accordance with its standard eligibility protocols through an online electronic transfer and perform eligibility file matches, and identify and advise DHH of discrepancies.

1. Eligibility transmissions shall take place between 10:00 p.m. and 3:00 a.m. following each regularly scheduled DHH business day, barring unforeseen software or hardware complications.

2. OGB shall notify DHH by 12:00 p.m. of the day following an unsuccessful transmission so that DHH can reschedule the transmission.
3. Each year OGB shall submit a schedule to DHH outlining the days that OGB will be unable to accept a transmission.
4. In the event of any discrepancies, OGB shall notify DHH.
5. The transmitted data (data not requiring additional follow up or investigation) shall be converted and applied to OGB's claims system for purposes of claims payment within two (2) business days of receipt of a successful transmission. The two (2) business day deadline shall not apply during annual enrollment or file match periods, although OGB shall convert and apply the transmitted data to its claims system as soon as possible.

I. Eligibility Suspension: OGB shall convert and apply to its claims system all eligibility suspension codes sent by DHH as part of DHH's nightly eligibility transmissions.

J. Retroactive Terminations: OGB shall convert and apply to a claims system retroactive terminations of enrollees/families under the following conditions:

1. OGB will be liable for all claims paid for terminated enrollees/families by OGB after the two (2) business day period following the date on which OGB received notice of termination.
2. DHH shall remain liable for all claims paid or received by OGB (a) prior to the date on which OGB received notice of termination; and (b) during the two (2) business day period following the date on which OGB received notice of termination.

K. Enrollment Reconciliation

1. Within ten (10) business days of receipt of a full and complete eligibility file provided to OGB at the beginning of January, April, July and October of each contract year, OGB shall compare and reconcile this full eligibility file to the eligibility file on its claims systems and send an exceptions report to DHH.
2. Such full-file comparisons with respect to Enrollees and their Eligible Dependents shall include the following data match elements: (a) SSN/contract number; (b) birth date; (c) name; and (d) (as applicable) effective and termination dates.
3. OGB shall not replace its eligibility file with this full file.
4. DHH and OGB will work in good faith to produce a fully accurate eligibility file no later than ten (10) business days following the submission of the exceptions report to DHH.

L. OGB shall pay eligible claims pursuant to the terms of the LaCHIP Plan Document as construed by OGB in consultation with DHH. Determine in accordance with the LaCHIP Plan Document the eligibility for payment of claims incurred and submitted to OGB during the term of this Contract. In applying the LaCHIP Plan Document's provisions, OGB will use claim procedures and standards that OGB has developed for benefit claim determinations.

M. Furnish to all claimants notices of payments and explanations of benefits and denials for claims.

N. OGB will provide utilization review and case management services for the LaCHIP V Plan enrollees/families through OGB's contractor, CareGuide. The utilization review and case management services will be as contained in the LaCHIP V plan document of benefits.

O. OGB will provide pharmacy services for the LaCHIP V Plan enrollees/families through OGB's contractor, Catalyst Rx. The prescription benefits will be as contained in the LaCHIP V plan document of benefits.

P. OGB will provide mental health and substance abuse treatment services for the LaCHIP V Plan enrollees/families through OGB's contractor, United Behavioral Health. The mental health and substance abuse treatment services will be as

contained in the LaCHIP V plan document of benefits.

Q. OGB will provide all services described herein for the LaCHIP V Plan on a per enrollee/family per month rate as described in the Terms of Payment on the CF-1.

R. OGB will provide only premium billing and collection services for the DHH enrollees/families in the Family Opportunity Act program and the Medicaid Purchase Plan on a per enrollee/family per month rate as described in the Terms of Payment on the CF-1.

S. In addition to the monthly fees per enrollee/family, OGB shall electronically invoice DHH for claims payment made under the plan. On a weekly basis OGB shall provide DHH notice of the amount due. Within 48 hours of said notification DHH will electronically transmit funds into a mutually agreed upon OGB bank account to be solely used for payment of LaCHIP V claims. Detailed claims payment records will be sent by OGB to DHH on a weekly basis.

T. Upon failure of DHH to maintain sufficient funds in the OGB account to fund claims payments, OGB will pend payment of claims until the account is fully funded.

U. Based on information available to OGB, determine the primary, secondary and tertiary order of liability of the Plan and any other health benefits program under which a Plan enrollee/family may be eligible for benefits and coordinate the payment of any benefits in accordance with guidelines established by the National Association of Insurance Commissioners (NAIC).

V. OGB will report all Plan Enrollees/families' appeals and grievances to DHH on a weekly basis and provide OGB Appeals and Grievances Policies and Procedures to DHH. LaCHIP V enrollees/families may appeal a claims denial to the OGB Administrative Claims Committee in accordance with plan document provisions. DHH reserves the right to make final claims and appeals decisions.

W. OGB will forward to DHH any subrogation and reimbursement referrals received and will provide claims history data to DHH to facilitate the recovery of benefits paid from liable third parties.

X. At DHH's request, consistent with applicable law, OGB shall provide to DHH all claims data including enrollee/family-specific claims information ("Confidential Claims Information") which OGB may obtain in the course of administering the Contract. OGB may also release certain enrollee/family-related claims data upon written approval of DHH to certain vendors or other third parties.

OGB shall treat all Confidential Claims Information in accordance with the applicable federal and state laws and regulations, including but not limited to, La. R.S. 46:56 and the Health Insurance Portability and Accountability Act of 1996, and any regulations promulgated thereunder (collectively, "HIPAA"). Any use or disclosure of Confidential Claims Information or other information pursuant to this Section shall be subject to the terms and conditions of the HIPAA Business Associate Addendum (Attachment 1).

Y. OGB will make available to DHH the full resources of its data warehouse and reporting capabilities to develop the form and content of specific reports required by DHH.

Z. OGB will make all necessary changes to its program operations and reporting system in order to comply with current Federal and State laws and any changes to those laws that may occur during the contract period.

II. The Department of Health and Hospitals, Bureau of Health Services Financing, (DHH) shall provide the following services in administering this contract:

A. DHH shall make a determination on and confirm to OGB the validity of the

enrollment application. DHH shall provide OGB with enrollee/family eligibility decisions in order for enrollees/families to be enrolled in the Plan. Said enrollees/families will receive Plan benefits in accordance with Plan provisions. DHH shall make all enrollee/family eligibility decisions in order to comply with LaCHIP V laws and regulations.

B. DHH shall establish the premium rates for enrollees/families.

C. DHH shall provide within five (5) business days' notice to OGB of the effective date, as determined by DHH, of coverage for all enrollees/families and termination of any enrollee/family.

D. The ANSI X21N 834 process will be used to forward eligibility information, including new enrollee information, on a daily basis. DHH will utilize OGB's eEnrollment system when a manual adjustment to the ANSI X21N 834 transmission is required. Each eligibility transmission shall contain data pertinent to all enrollees/families for which OGB has received updated eligibility information since the last transmission received by OGB.

E. DHH will transfer a daily eligibility data file to OGB. Such file shall include the following data match elements: (i) Plan enrollee/family name; (ii) SSN/contract number; (iii) birthdates; (iv) gender; and (v) (as applicable) effective and termination dates.

F. DHH shall assume liability for all benefits determined by OGB under the terms of this Contract with respect to claims incurred by the enrollee/family subsequent to enrollee/family's effective date. DHH shall be solely responsible for notifying the affected enrollee/family(s) of the addition and its effective date.

G. Retroactive Member Terminations: OGB shall convert and apply to its claims system terminations of Enrollees/families under the following conditions:

1. DHH shall remain liable for all claims paid or received by OGB (a) prior to the date on which OGB received notice of termination; and (b) during the two (2) business day period following the date on which OGB received notice of termination.
2. OGB shall be liable for all claims paid by OGB after the two (2) business day period following the date on which OGB received notice of termination.

H. Prospective Member Terminations: An enrollee/family's coverage will terminate when an enrollee/family ceases to be an Eligible Person or an Eligible Dependent under the terms of the LaCHIP Plan Document. DHH shall be responsible for notifying all enrollees/families of the termination of coverage; however, coverage will be terminated regardless of whether DHH provides the notice. DHH shall be responsible for notifying OGB regarding the termination and the effective date thereof. Provided that DHH properly notifies OGB of an Enrollee/family termination, if OGB processes a claim incurred after the termination effective date, then DHH shall not be financially liable for such claim.

I. Certificates of Creditable Coverage: OGB will not produce or furnish certificates of creditable coverage which meet the requirements of the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"), on an automatic basis or on demand for former enrollees/families. Enrollees/families will be issued certificates of creditable coverage by DHH.

J. Enrollment Reconciliation: DHH will provide a full and complete eligibility file to OGB at the beginning of January, April, July and October of each contract year. OGB shall not replace its eligibility file with this full file. DHH and OGB will work in good faith to produce a fully accurate eligibility file no later than ten (10) business days following the submission of the exceptions report to DHH.

K. DHH assumes full liability for funding all payments made for Plan claims on or after the effective date of this contract. DHH shall maintain sufficient funds in the OGB account to fund claims payments. In the event of insufficient funds,

OGB will pend payment of claims until the account is fully funded.

L. OGB's Appeals and Grievances Policies and Procedures will be provided to DHH. DHH authorizes OGB the discretion to use its policies and procedures to review appeals and grievance claims and to construe and interpret the terms of the Plan Document subject to DHH's retention of full responsibility as Plan Administrator. LaCHIP V enrollees/families may appeal a claims denial to the OGB Administrative Claims Committee in accordance with plan document provisions. DHH reserves the right to make final claims and appeals decisions. DHH shall designate a contact person to receive copies of OGB decisions on Appeals and Grievances involving LaCHIP V enrollees/families.

M. DHH shall retain full responsibility for notifying enrollees/families of their rights to continuation coverage and administering the exercise of continuation rights as required by COBRA.

N. DHH grants OGB the discretion and authority to use procedures and standards regarding investigation of claims.

O. OGB may agree to perform or otherwise provide special services to DHH by amendment to this Contract on DHH CF-6. The fee for any such additional or special services shall be paid by DHH in addition to the monthly administrative services fee as outlined in the Terms of Payments on the CF-1, in the amount and in the manner as provided in an amendment approved by Division of Administration, Office of Contractual Review.

**Performance Measures**

A. OGB will issue ID cards to all newly eligible enrollees/families within ten (10) days of receiving the first payment.

B. OGB will distribute plan materials to newly enrolled LaCHIP V Plan enrollees/families within ten (10) days of confirmation from DHH of the validity of the enrollee/family's enrollment application.

C. OGB will be liable for all claims paid by OGB after the two (2) business day period following the date on which OGB received notice of termination.

D. OGB shall notify DHH by 12:00 p.m. on the day following an unsuccessful transmission so that DHH may reschedule the transmission.

E. The transmitted data (data not requiring additional follow up or investigation) shall be converted and applied to OGB's claims system for purposes of claims payment within two (2) business days of receipt of a successful transmission.

F. Within ten (10) business days of receipt of a full and complete eligibility file provided to OGB at the beginning of January, April, July and October of each contract year, OGB shall compare and reconcile this full eligibility file to the eligibility file on its claims systems and send an exception report to DHH.

**Monitoring Plan**

The contract monitor shall:

A. Meet on a regular basis with OGB to discuss issues related to performance measures and monitor on-going projects.
B. Review medical claims data on a weekly basis, prescriptions claims data on a semimonthly basis, and administrative fee data on a monthly basis before payment is made.
C. Reconcile any difference between back up documentation and payment requested by the contractor.
D. Oversee research/data gathering process of all reports requested by the agency and provided by the contractor.
E. Monitor tracking efforts related to program enrollment.

F. Review premium collection reports to ensure data reported coincides with eligibility data prior to accepting payment from the contractor on a monthly basis.