

HEALTHY LOUISIANA ADMINISTRATIVE ACTIONS, MONETARY PENALTIES, AND SANCTIONS

| Tracking Number | Contractor Name and Address | Failed Deliverable/Non-Compliance with Contract Requirements | Notice of Action Date | Deadline to Cure | MCO Response | Potential Monetary Penalties | Notice of Monetary Penalty | Monetary Penalty Amount | Compliance or Closure Date |
|-----------------|--|---|---------------------------|------------------|--------------|---|----------------------------|-------------------------|----------------------------|
| ACLA2-03 | AmeriHealth Caritas 10000 Perkins Rowe Block G, 4th Floor Baton Rouge, LA 70810 | 18.10 Recurring Reports 18.10.1 The MCO shall prepare and submit deliverables in the report format prescribed by DHH | 1/18/2017 | 2/28/2017 | | Standing and Ad Hoc Reports - Two thousand dollars (\$2,000.00) per calendar day that a report is late or incorrect. | | | 4/3/2017 |
| ACLA2-04 | AmeriHealth Caritas 10000 Perkins Rowe Block G, 4th Floor Baton Rouge, LA 70810 | 5.13.1.8 - MCO must update its system with daily TPL records sent from LDH's Fiscal Intermediary (FI) within one (1) business day of receipt. MCO must reconcile its system with weekly TPL reconciliation files sent from LDH's FI within one (1) business day of receipt. If a P enrolled member is unable to access services or treatment until an update is made, the MCO must verify and update its system within four (4) business hours of receipt of an update request. P enrolled members are members enrolled with the MCO for Medical, Behavioral Health, Pharmacy and Transportation services. | 2/22/2017 | 3/31/2017 | | Contract Non-compliance - Two thousand dollars (\$2,000.00) per calendar day that the MCO is not compliant. | | | 6/6/2017 |
| ACLA2-05 | AmeriHealth Caritas 10000 Perkins Rowe Block G, 4th Floor Baton Rouge, LA 70810 | 13.6.Resolution and Notification 13.6.1. Specific Timeframes 13.6.1.1. Standard Disposition of Grievances For standard disposition of a grievance and notice to the affected parties, the timeframe is established as ninety (90) days from the day the MCO receives the grievance. 13.6.2. Extension of Timeframes 13.6.2.1. The MCO may extend the timeframes from Section 13.6.1 of this Section by up to fourteen (14) calendar days if: <input type="checkbox"/> The member requests the extension; or <input type="checkbox"/> The MCO shows (to the satisfaction of DHH, upon its request) that there is need for additional information and how the delay is in the member's interest. 13.6.2.2. Requirements Following Timeframe Extension If the MCO extends the timeframes, it must, for any extension not requested by the member, give the member written notice of the reason for the delay. | 5/16/2017 | 7/15/2017 | | 20.4. Other Reporting and/or Deliverable Requirements 20.4.1. For each day that a deliverable is late, incorrect or deficient, the MCO may be liable to DHH for monetary penalties in an amount per calendar day per deliverable as specified in the table below for reports and deliverables not otherwise specified in the above Table of Monetary Penalties or expressly written elsewhere in this Contract. 20.4.2. Monetary penalties have been designed to escalate by duration and by occurrence over the term of this Contract. | | | 8/1/2017 |

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| ACLA2-06 | AmeriHealth Caritas 10000 Perkins Rowe Block G, 4th Floor Baton Rouge, LA 70810 | 12.14. Provider Directory for Members 12.14.1. The MCO shall develop and maintain a Provider Directory in four (4) formats: 12.14.1.1. A hard copy directory, when requested, for members and potential members; 12.14.1.2. Web-based, searchable, online directory for members and the public; 12.14.1.3. Electronic file of the directory to be submitted and updated weekly to the Medicaid FI or other designee as determined by DHH; for the Enrollment Broker; and 12.14.1.4. Hard copy, abbreviated version upon request by the Enrollment Broker. 12.14.2. The MCO shall submit templates of its provider directory to DHH within thirty (30) days from the date the Contract is signed. 12.14.3. The hard copy directory for members shall be revised with updates at least annually. Inserts may be used to update the hard copy directories monthly to fulfill requests by members and potential members. The web-based online version shall be updated in real time, but no less than weekly. While daily updates are preferred, the MCO shall at a minimum submit no less than weekly. The abbreviated hard copy version for the Enrollment Broker will be available to all Medicaid enrollees when requested by contacting the Enrollment Broker. Format for this version will be in a format specified by DHH. | 11/21/2017 | 12/22/2017 | | 20.3 Fifteen thousand dollars (\$15,000.00) per calendar day for failure to provide and validate provider demographic data on a semi-annual basis to ensure current, accurate, and clean data is on file for all contracted providers. | | | 4/30/2018 |
| ACLA2-07 | AmeriHealth Caritas 10000 Perkins Rowe Block G, 4th Floor Baton Rouge, LA 70810 | 7.19 Provider Directory 7.19.1. The MCO shall maintain accurate provider directory data. LDH shall conduct periodic audits to verify the accuracy of the MCO's provider directory data. The MCO shall maintain an accuracy rate of at least 90%. | | | 7/10/2018 | Fifty thousand dollars (\$50,000.00) per audit conducted by LDH wherein the MCO is found to have not maintained an accuracy rate of at least 90%. One thousand dollars (\$1,000) per calendar day for failure to correct inaccurate provider directory data within 14 days of notification by LDH. | 6/25/2018 | \$50,000 | 8/18/2018 |
| ACLA2-08 | AmeriHealth Caritas 10000 Perkins Rowe Block G, 4th Floor Baton Rouge, LA 70810 | 14.2.5.7.2 Based on an MCO's Performance Measure outcomes for CYE 12/31/2017, a maximum of \$2,250,000 (\$250,000 per measure) following the measurement CY will be withheld from payment if specified performance measures fall below LDH's established benchmarks for improvement. | | | 1/2/2019 | | 12/4/2018 | \$500,000 | 1/28/2019 |

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| ACLA2-09 | AmeriHealth Caritas 10000 Perkins Rowe Block G, 4th Floor Baton Rouge, LA 70810 | 7.19 Provider Directory 7.19.1. The MCO shall maintain accurate provider directory data. LDH shall conduct periodic audits to verify the accuracy of the MCO's provider directory data. The MCO shall maintain an accuracy rate of at least 90%. | | | | Fifty thousand dollars (\$50,000.00) per audit conducted by LDH wherein the MCO is found to have not maintained an accuracy rate of at least 90%. One thousand dollars (\$1,000) per calendar day for failure to correct inaccurate provider directory data within 14 days of notification by LDH. | 2/15/2019 | \$50,000 | |
| ACLA2-10 | AmeriHealth Caritas 10000 Perkins Rowe Block G, 4th Floor Baton Rouge, LA 70810 | 17.2.1.1 Within five (5) business days of receipt of a claim, the MCO shall perform an initial screening, and either reject the claim, or assign a unique control number and enter it into the system for processing and adjudication. 17.2.1.2 Process and pay or deny, as appropriate, at least Ninety percent (90%) of all clean claims for each claim type, within fifteen (15) business days of the receipt. 17.2.1.3 Process and pay or deny, as appropriate, at least Ninety-nine percent (99%) of all clean claims for each claim type, within thirty (30) calendar days of the date of receipt. | | | | Five thousand dollars (\$5,000.00) for each month that an MCO's claims performance percentages by claim type fall below the performance standard. Twenty-five thousand dollars (\$25,000.00) for each additional month that the claims performance percentages by claim type, by MCO fall below the performance standards. | 4/2/2019 | \$5,000 | |
| ACLA2-11 | AmeriHealth Caritas 10000 Perkins Rowe Block G, 4th Floor Baton Rouge, LA 70810 | ACT 582 2018 Regular Session 7.6.3.3. The MCO shall require unlicensed staff of provider organizations rendering and receiving reimbursement for Mental Health Rehabilitation (MHR) services to obtain and submit National Provider Identifier (NPI) numbers to the MCO, as well as documentation verifying the unlicensed staff meets all qualifications and requirements for providing mental health rehabilitation (MHR) services established by law, rules, regulations and the Medicaid Behavioral Health Service Provider Manual, inclusive of Evidence-Based Practice (EBP) MHR services, prior to reimbursing agencies for services provided by these staff. Claims submitted for MHR services shall include rendering provider NPIs and other MCO required identifiers regardless of whether the rendering staff is licensed or unlicensed. The MCO shall configure systems to deny claims for services when rendering providers and NPIs are denoted on claims for service that | 4/16/2019 | | | 20.3.3. The Table of Monetary Penalties, below, specifies permissible monetary penalties for certain violations of the contract. For any violation not explicitly described in the table, LDH may impose a monetary penalty of up to \$5,000 per occurrence per calendar day. | | | 9/5/2019 |

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| ACLA2-12 | AmeriHealth Caritas 10000 Perkins Rowe Block G, 4th Floor Baton Rouge, LA 70810 | 13.6.1. Specific Timeframes 13.6.1.2. Standard Resolution of Appeals For standard resolution of an appeal and notice to the affected parties, the timeframe is established as thirty (30) calendar days from the day the MCO receives the appeal. This timeframe may be extended under Section 13.6.2.1 of this Section. 13.6.2. Extension of Timeframes 13.6.2.1. The MCO may extend the timeframes from Section 13.6.1 of this Section by up to fourteen (14) calendar days if: <ul style="list-style-type: none">• The member requests the extension; or• The MCO shows (to the satisfaction of LDH, upon its request) that there is need for additional information and how the delay is in the member's interest. | 7/24/2019 | | | 20.3.3. The Table of Monetary Penalties, below, specifies permissible monetary penalties for certain violations of the contract. For any violation not explicitly described in the table, LDH may impose a monetary penalty of up to \$5,000 per occurrence per calendar day. | 9/12/2019 | \$85,000 | |
| ACLA2-13 | AmeriHealth Caritas 10000 Perkins Rowe Block G, 4th Floor Baton Rouge, LA 70810 | 17.2.4 Claims Reprocessing 17.2.4.1 If the MCO or LDH or its subcontractors discover errors made by the MCO when a claim was adjudicated, the MCO shall make corrections and reprocess the claim within thirty (30) calendar days of discovery, or if circumstances exist that prevent the MCO from meeting this time frame, a specified date shall be approved by LDH. The MCO shall automatically recycle all impacted claims for all providers and shall not require the provider to resubmit the impacted claims. | 9/18/2019 | | 9/27/2019 | 20.3.3. The Table of Monetary Penalties, below, specifies permissible monetary penalties for certain violations of the contract. For any violation not explicitly described in the table, LDH may impose a monetary penalty of up to \$5,000 per occurrence per calendar day. | | | 10/8/2019 |
| ACLA2-14 | AmeriHealth Caritas 10000 Perkins Rowe Block G, 4th Floor Baton Rouge, LA 70810 | 17.2.4 Claims Reprocessing 17.2.4.1 If the MCO or LDH or its subcontractors discover errors made by the MCO when a claim was adjudicated, the MCO shall make corrections and reprocess the claim within thirty (30) calendar days of discovery, or if circumstances exist that prevent the MCO from meeting this time frame, a specified date shall be approved by LDH. The MCO shall automatically recycle all impacted claims for all providers and shall not require the provider to resubmit the impacted claims. | 11/14/2019 | | | 20.3.3. The Table of Monetary Penalties, below, specifies permissible monetary penalties for certain violations of the contract. For any violation not explicitly described in the table, LDH may impose a monetary penalty of up to \$5,000 per occurrence per calendar day. | | | |