

Office of State Procurement PROACT Contract Certification of Approval

This certificate serves as confirmation that the Office of State Procurement has reviewed and approved the contract referenced below.

Reference Number: 2000107180 (13)

Vendor: United Healthcare of LA, Inc. dba United Healthcare Community Plan

Description: Amd 13 MCIP; no change in time or money.

Approved By: Sue Ellen Hopper

Approval Date: 6/25/2018

Your amendment that was submitted to OSP has been approved.

AMENDMENT TO

AGREEMENT BETWEEN STATE OF LOUISIANA

LOUISIANA DEPARTMENT OF HEALTH

Amendment #: 13

LAGOV#: 2000107180

Bureau of Health Services Financing Original Contract Amount 1,964,731		LOUISIANA DEPARTMENT OF	HEALTH	LDH #:	060470
Bureau of Health Services Financing		Medical Vendor Administration	on		
AND United Healthcare of LA, Inc. dha United Healthcare Community Place Contract From: AMENDMENT PROVISIONS Change Contract From: From Maximum Amount: See Attachment A13. To Maximum Amount: See Attachment A13. See Attachment A13. This amendment: Revisions contained in this amendment are within scope and comply with the terms and conditions as set forth in the RFP. This revision is necessary to continue to advance LDH's quality strategy. This Amendment Becomes Effective: In WITNESS THEREOF, this amendment is signed and entered into on the date indicated below. CONTRACTOR United Healthcare of LA, Inc. dba United Healthcare Commun. Alison J. Young Alison J. Young This Medicaid Director Alison J. Young This Medicaid Director STATE OF LOUISLANA LOUISLANA DEPARTMENT OF HEALTH Secretary, Louisiana Department of Health or Designe SIGNATURE John Steele TITLE Medicaid Director		Bureau of Health Services Finar	ncing	Original Contract Amount	1,964,731,789
AMENDMENT PROVISIONS Change Contract From: From Maximum Amount: \$5,633,862,031.00 See Attachment A13. See Attachment A13. Justifications for amendment: Revisions contained in this amendment are within scope and comply with the terms and conditions as set forth in the RFP. This revision is necessary to continue to advance LDH's quality strategy. This Amendment Becomes Effective: IN WITNESS THEREOF, this amendment is signed and entered into on the date indicated below. CONTRACTOR Upsied Idealthcare of LA, Inc, dba United Healthcare Commun CONTRACTOR Allison J. Young Allison J. Young Allison J. Young CONTRACTOR CEO TILE Medicaid Director		AND	,	Original Contract Begin Date	02-01-2015
AMENDMENT PROVISIONS Thange Contract From: From Maximum Amount: \$8,633,862,031.00 Current Contract Term: 2/1/15-12/31/19 See Attachment A13. See Attachment A13. See Attachment A13. Justifications for amendment: Revisions contained in this amendment are within scope and comply with the terms and conditions as set forth in the RFP. This revision is necessary to continue to advance LDH's quality strategy. This Amendment Becomes Effective: 02-01-2018 This amendment contains or has attached hereto all revised terms and conditions agreed upon by contracting parties IN WITNESS THEREOF, this amendment is signed and entered into on the date indicated below. CONTRACTOR CONTRACTOR Upsed Mealthcare of LA, Inc, dba United Healthcare Commu Without Mealthcare of LA, Inc, dba United Healthcare Commu STATE OF LOUISIANA LOUISIANA DEPARTMENT OF HEALTH Secretary, Louisiana Department of Health or Designe SIGNATURE NAME Jen Steele TITLE Medicaid Director		United Healthcare of LA, Inc. dba United Health	care Community Pla	Original Contract End Date	01-31-2018
This Amendment Becomes Effective: IN WITNESS THEREOF, this amendment is signed and entered into on the date indicated below. CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR Allison J. Young NAME Jen Steele Medicaid Director CONTRACTOR CONTRACTOR CONTRACTOR Allison J. Young NAME Jen Steele Medicaid Director				RFP Number:	305PUR-DHHRFP
See Attachment A13. hange Contract To: To Maximum Amount: Changed Contract Term: See Attachment A13. Justifications for amendment: Revisions contained in this amendment are within scope and comply with the terms and conditions as set forth in the RFP. This revision is necessary to continue to advance LDH's quality strategy. This Amendment Becomes Effective: IN WITNESS THEREOF, this amendment is signed and entered into on the date indicated below. CONTRACTOR STATE OF LOUISIANA LOUISIANA LOUISIANA DEPARTMENT OF HEALTH Secretary, Louisiana Department of Health or Designed LOUISIANA LOUISIANA LOUISIANA LOUISIANA DEPARTMENT OF HEALTH Secretary, Louisiana Department of Health or Designed LOUISIANA LOUIS	N=2				
Abange Contract To: To Maximum Amount: See Attachment A13. Justifications for amendment: Revisions contained in this amendment are within scope and comply with the terms and conditions as set forth in the RFP. This revision is necessary to continue to advance LDH's quality strategy. This Amendment Becomes Effective: Oz.01-2018 This amendment contains or has attached hereto all revised terms and conditions agreed upon by contracting parties. IN WITNESS THEREOF, this amendment is signed and entered into on the date indicated below. CONTRACTOR STATE OF LOUISIANA LOUISIANA LOUISIANA DEPARTMENT OF HEALTH Upiced Idealthcare of LA, Inc. dba United Healthcare Commu WITNESS THEREOF, this amendment is signed and entered into on the date indicated below. STATE OF LOUISIANA LOUISIANA DEPARTMENT OF HEALTH Secretary, Louisiana Department of Health or Designe WITNESS THEREOF, This amendment is signed and entered into on the date indicated below. STATE OF LOUISIANA LOUISIANA LOUISIANA DEPARTMENT OF HEALTH Secretary, Louisiana Department of Health or Designe WITNESS THEREOF, This amendment is signed and entered into on the date indicated below. CONTRACTOR STATE OF LOUISIANA LOUISIANA LOUISIANA DEPARTMENT OF HEALTH Secretary, Louisiana Department of Health or Designe SIGNATURE NAME Jen Steele TITLE Medicald Director	nange Contract From	m: From Maximum Amount: \$9,633,862,031.00	Curr	ent Contract Term: 2/1/15	-12/31/19
See Attachment A13. Justifications for amendment: Revisions contained in this amendment are within scope and comply with the terms and conditions as set forth in the RFP. This revision is necessary to continue to advance LDH's quality strategy. This Amendment Becomes Effective: O2-01-2018 This amendment contains or has attached hereto all revised terms and conditions agreed upon by contracting parties IN WITNESS THEREOF, this amendment is signed and entered into on the date indicated below. CONTRACTOR STATE OF LOUISIANA LOUISIANA DEPARTMENT OF HEALTH United healthcare of LA, Inc. dba United Healthcare Commu WITNESS THEREOF, this amendment is signed and entered into on the date indicated below. STATE OF LOUISIANA LOUISIANA DEPARTMENT OF HEALTH Secretary, Louisiana Department of Health or Designe WITNESS THEREOF, WITNESS THEREOF, WITNESS THEREOF AND ADDITIONAL TO THE SIGNATURE ONTRACTOR SIGNATURE NAME Jen Steele ONTRACTOR TITLE Medicaid Director	See Attachmen	t A13.			
See Attachment A13. Justifications for amendment: Revisions contained in this amendment are within scope and comply with the terms and conditions as set forth in the RFP. This revision is necessary to continue to advance LDH's quality strategy. This Amendment Becomes Effective: O2-01-2018 This amendment contains or has attached hereto all revised terms and conditions agreed upon by contracting parties. IN WITNESS THEREOF, this amendment is signed and entered into on the date indicated below. CONTRACTOR CONTRACTOR STATE OF LOUISIANA LOUISIANA DEPARTMENT OF HEALTH United healthcare of LA. Inc. dba United Healthcare Commu ONTRACTOR SIGNATURE ONTRACTOR SIGNATURE Allison J. Young NAME Jen Steele ONTRACTOR TITLE Medicaid Director					
Justifications for amendment: Revisions contained in this amendment are within scope and comply with the terms and conditions as set forth in the RFP. This revision is necessary to continue to advance LDH's quality strategy. This Amendment Becomes Effective: 02-01-2018					
See Attachment A13. Justifications for amendment: Revisions contained in this amendment are within scope and comply with the terms and conditions as set forth in the RFP. This revision is necessary to continue to advance LDH's quality strategy. This Amendment Becomes Effective: O2-01-2018 This amendment contains or has attached hereto all revised terms and conditions agreed upon by contracting parties. IN WITNESS THEREOF, this amendment is signed and entered into on the date indicated below. CONTRACTOR STATE OF LOUISIANA LOUISIANA DEPARTMENT OF HEALTH United Healthcare of LA, Inc, dba United Healthcare Commus CONTRACTOR Allison J. Young NAME SIGNATURE NAME Jen Steele CONTRACTOR TITLE Medicaid Director					
See Attachment A13. Justifications for amendment: Revisions contained in this amendment are within scope and comply with the terms and conditions as set forth in the RFP. This revision is necessary to continue to advance LDH's quality strategy. This Amendment Becomes Effective: O2-01-2018 This amendment contains or has attached hereto all revised terms and conditions agreed upon by contracting parties. IN WITNESS THEREOF, this amendment is signed and entered into on the date indicated below. CONTRACTOR STATE OF LOUISIANA LOUISIANA DEPARTMENT OF HEALTH United Healthcare of LA. Inc, dba United Healthcare Commu SECRETARY, Louisiana Department of Health or Designe PRINT NAME Allison J. Young NAME Jen Steele NAME Medicaid Director	Control To	T- Mariana Amari			
Justifications for amendment: Revisions contained in this amendment are within scope and comply with the terms and conditions as set forth in the RFP. This revision is necessary to continue to advance LDH's quality strategy. This Amendment Becomes Effective: O2-01-2018 This amendment contains or has attached hereto all revised terms and conditions agreed upon by contracting parties. IN WITNESS THEREOF, this amendment is signed and entered into on the date indicated below. CONTRACTOR STATE OF LOUISIANA LOUISIANA LOUISIANA DEPARTMENT OF HEALTH United Healthcare of LA, Inc. dba United Healthcare Commus ONTRACTOR SIGNAPORE Allison J, Young NAME SIGNATURE NAME Jen Steele TITLE Medicaid Director	ange Contract 10:	10 Maximum Amount:	Cha	nged Contract Term:	
Revisions contained in this amendment are within scope and comply with the terms and conditions as set forth in the RFP. This revision is necessary to continue to advance LDH's quality strategy. This Amendment Becomes Effective: O2-01-2018 This amendment contains or has attached hereto all revised terms and conditions agreed upon by contracting parties. IN WITNESS THEREOF, this amendment is signed and entered into on the date indicated below. CONTRACTOR STATE OF LOUISIANA LOUISIANA DEPARTMENT OF HEALTH United Healthcare of LA, Inc., dba United Healthcare Commul CONTRACTOR PRINT NAME Allison J. Young NAME Jen Steele CONTRACTOR TITLE Medicaid Director	See Attachmen	t A13.			
Revisions contained in this amendment are within scope and comply with the terms and conditions as set forth in the RFP. This revision is necessary to continue to advance LDH's quality strategy. This Amendment Becomes Effective: O2-01-2018 This amendment contains or has attached hereto all revised terms and conditions agreed upon by contracting parties. IN WITNESS THEREOF, this amendment is signed and entered into on the date indicated below. CONTRACTOR STATE OF LOUISIANA LOUISIANA DEPARTMENT OF HEALTH United Healthcare of LA, Inc., dba United Healthcare Commul CONTRACTOR PRINT NAME Allison J. Young NAME Jen Steele CONTRACTOR TITLE Medicaid Director					
Revisions contained in this amendment are within scope and comply with the terms and conditions as set forth in the RFP. This revision is necessary to continue to advance LDH's quality strategy. This Amendment Becomes Effective: O2-01-2018 This amendment contains or has attached hereto all revised terms and conditions agreed upon by contracting parties. IN WITNESS THEREOF, this amendment is signed and entered into on the date indicated below. CONTRACTOR STATE OF LOUISIANA LOUISIANA DEPARTMENT OF HEALTH United Healthcare of LA, Inc., dba United Healthcare Commul CONTRACTOR PRINT NAME Allison J. Young NAME Jen Steele CONTRACTOR TITLE Medicaid Director					
Revisions contained in this amendment are within scope and comply with the terms and conditions as set forth in the RFP. This revision is necessary to continue to advance LDH's quality strategy. This Amendment Becomes Effective: O2-01-2018 This amendment contains or has attached hereto all revised terms and conditions agreed upon by contracting parties. IN WITNESS THEREOF, this amendment is signed and entered into on the date indicated below. CONTRACTOR STATE OF LOUISIANA LOUISIANA DEPARTMENT OF HEALTH United Healthcare of LA, Inc., dba United Healthcare Commul CONTRACTOR PRINT NAME Allison J. Young NAME Jen Steele CONTRACTOR TITLE Medicaid Director					
Revisions contained in this amendment are within scope and comply with the terms and conditions as set forth in the RFP. This revision is necessary to continue to advance LDH's quality strategy. This Amendment Becomes Effective: O2-01-2018 This amendment contains or has attached hereto all revised terms and conditions agreed upon by contracting parties. IN WITNESS THEREOF, this amendment is signed and entered into on the date indicated below. CONTRACTOR STATE OF LOUISIANA LOUISIANA DEPARTMENT OF HEALTH United Healthcare of LA, Inc, dba United Healthcare Commul CONTRACTOR SIGNATOR PRINT NAME Allison J. Young NAME Jen Steele CONTRACTOR TITLE Medicaid Director					
Revisions contained in this amendment are within scope and comply with the terms and conditions as set forth in the RFP. This revision is necessary to continue to advance LDH's quality strategy. This Amendment Becomes Effective: O2-01-2018 This amendment contains or has attached hereto all revised terms and conditions agreed upon by contracting parties. IN WITNESS THEREOF, this amendment is signed and entered into on the date indicated below. CONTRACTOR STATE OF LOUISIANA LOUISIANA DEPARTMENT OF HEALTH United Healthcare of LA, Inc, dba United Healthcare Commul CONTRACTOR SIGNATOR PRINT NAME Allison J. Young NAME Jen Steele CONTRACTOR TITLE Medicaid Director					
Revisions contained in this amendment are within scope and comply with the terms and conditions as set forth in the RFP. This revision is necessary to continue to advance LDH's quality strategy. This Amendment Becomes Effective: O2-01-2018 This amendment contains or has attached hereto all revised terms and conditions agreed upon by contracting parties. IN WITNESS THEREOF, this amendment is signed and entered into on the date indicated below. CONTRACTOR STATE OF LOUISIANA LOUISIANA DEPARTMENT OF HEALTH United Healthcare of LA, Inc, dba United Healthcare Commul CONTRACTOR PRINT NAME Allison J. Young NAME Jen Steele CONTRACTOR TITLE Medicaid Director	Justifications for	or amendment:			
This Amendment Becomes Effective: 02-01-2018 This amendment contains or has attached hereto all revised terms and conditions agreed upon by contracting parties IN WITNESS THEREOF, this amendment is signed and entered into on the date indicated below. CONTRACTOR STATE OF LOUISIANA LOUISIANA DEPARTMENT OF HEALTH United Healthcare of LA, Inc. dba United Healthcare Commus CONTRACTOR SIGNATURE Secretary, Louisiana Department of Health or Designed PRINT NAME Allison J. Young NAME Jen Steele CONTRACTOR TITLE Medicaid Director	NO. 12 12 10 10 10 10 10 10 10 10 10 10 10 10 10	5 (1987 92 Let 97 75 compared			
This Amendment Becomes Effective: 02-01-2018 This amendment contains or has attached hereto all revised terms and conditions agreed upon by contracting parties IN WITNESS THEREOF, this amendment is signed and entered into on the date indicated below. CONTRACTOR STATE OF LOUISIANA LOUISIANA DEPARTMENT OF HEALTH United Healthcare of LA, Inc., dba United Healthcare Commut Secretary, Louisiana Department of Health or Designed PRINT NAME PRINT NAME Allison J. Young NAME Jen Steele TITLE Medicaid Director				conditions as set forth in the I	RFP. This
This amendment contains or has attached hereto all revised terms and conditions agreed upon by contracting parties IN WITNESS THEREOF, this amendment is signed and entered into on the date indicated below. CONTRACTOR STATE OF LOUISIANA LOUISIANA DEPARTMENT OF HEALTH United Healthcare of LA, Inc. dba United Healthcare Commu Secretary, Louisiana Department of Health or Designe ONTRACTOR SIGNATURE PRINT NAME Allison J. Young NAME Jen Steele TITLE Medicaid Director					
This amendment contains or has attached hereto all revised terms and conditions agreed upon by contracting parties IN WITNESS THEREOF, this amendment is signed and entered into on the date indicated below. CONTRACTOR STATE OF LOUISIANA LOUISIANA DEPARTMENT OF HEALTH United Healthcare of LA, Inc. dba United Healthcare Commu Secretary, Louisiana Department of Health or Designe ONTRACTOR SIGNATURE PRINT NAME Allison J. Young NAME Jen Steele TITLE Medicaid Director					
This amendment contains or has attached hereto all revised terms and conditions agreed upon by contracting parties IN WITNESS THEREOF, this amendment is signed and entered into on the date indicated below. CONTRACTOR STATE OF LOUISIANA LOUISIANA DEPARTMENT OF HEALTH United Healthcare of LA, Inc. dba United Healthcare Commu Secretary, Louisiana Department of Health or Designe ONTRACTOR SIGNATURE PRINT NAME Allison J. Young NAME Jen Steele TITLE Medicaid Director					
This amendment contains or has attached hereto all revised terms and conditions agreed upon by contracting parties IN WITNESS THEREOF, this amendment is signed and entered into on the date indicated below. CONTRACTOR STATE OF LOUISIANA LOUISIANA DEPARTMENT OF HEALTH United Healthcare of LA, Inc. dba United Healthcare Commu Secretary, Louisiana Department of Health or Designe CONTRACTOR SIGNATURE PRINT NAME Allison J. Young NAME Jen Steele TITLE Medicaid Director					
This amendment contains or has attached hereto all revised terms and conditions agreed upon by contracting parties IN WITNESS THEREOF, this amendment is signed and entered into on the date indicated below. CONTRACTOR STATE OF LOUISIANA LOUISIANA DEPARTMENT OF HEALTH United Healthcare of LA, Inc. dba United Healthcare Commu Secretary, Louisiana Department of Health or Designe CONTRACTOR SIGNATURE PRINT NAME Allison J. Young NAME Jen Steele TITLE Medicaid Director					
This amendment contains or has attached hereto all revised terms and conditions agreed upon by contracting parties IN WITNESS THEREOF, this amendment is signed and entered into on the date indicated below. CONTRACTOR STATE OF LOUISIANA LOUISIANA DEPARTMENT OF HEALTH United Healthcare of LA, Inc. dba United Healthcare Commu Secretary, Louisiana Department of Health or Designe CONTRACTOR SIGNATURE PRINT NAME Allison J. Young NAME Jen Steele TITLE Medicaid Director					
This amendment contains or has attached hereto all revised terms and conditions agreed upon by contracting parties. IN WITNESS THEREOF, this amendment is signed and entered into on the date indicated below. CONTRACTOR STATE OF LOUISIANA LOUISIANA DEPARTMENT OF HEALTH United Healthcare of LA, Inc. dba United Healthcare Commu Secretary, Louisiana Department of Health or Designed CONTRACTOR SIGNATURE PRINT NAME Allison J. Young NAME Jen Steele CONTRACTOR TITLE Medicaid Director	This Amendmen	at Becomes Effective: 02-01-2018			
IN WITNESS THEREOF, this amendment is signed and entered into on the date indicated below. CONTRACTOR STATE OF LOUISIANA LOUISIANA DEPARTMENT OF HEALTH Secretary, Louisiana Department of Health or Designe SIGNATURE PRINT NAME Allison J. Young NAME SIGNATURE NAME Jen Steele TITLE Medicaid Director	This amendment		rms and conditions	arond upon by contractin	
CONTRACTOR United Healthcare of LA, Inc. dba United Healthcare Commu Secretary, Louisiana Department of Health or Designe Signature PRINT NAME CONTRACTOR TITLE CEO STATE OF LOUISIANA LOUISIANA DEPARTMENT OF HEALTH Secretary, Louisiana Department of Health or Designe NAME Jen Steele TITLE Medicaid Director					ig parties.
United Healthcare of LA, Inc, dba United Healthcare Commun Secretary, Louisiana Department of Health or Designe Signature PRINT NAME CONTRACTOR TITLE CEO LOUISIANA DEPARTMENT OF HEALTH Secretary, Louisiana Department of Health or Designe NAME Jen Steele TITLE Medicaid Director	IN WITH	NESS THEREOF, this amendment is signed ar	ıd entered into on th	e date indicated below.	
United Healthcare of LA, Inc. dba United Healthcare Commun Secretary, Louisiana Department of Health or Designe Signature PRINT NAME CONTRACTOR TITLE CEO LOUISIANA DEPARTMENT OF HEALTH Secretary, Louisiana Department of Health or Designe SIGNATURE NAME Jen Steele TITLE Medicaid Director		CONTRACTOR	S	TATE OF LOUISIANA	
CONTRACTOR SIGNATURE PRINT NAME CONTRACTOR TITLE SIGNATURE SIGNATURE NAME Jen Steele TITLE Medicaid Director		47			EALTH
PRINT NAME Allison J. Young NAME Jen Steele CONTRACTOR TITLE Medicaid Director	United Healthcar	re of LA, Inc. dba United Healthcare Commu	Secretary, Louisian	na Department of Health o	r Designee
PRINT NAME Allison J. Young NAME Jen Steele CONTRACTOR TITLE CEO TITLE Medicaid Director	1/1/5				
PRINT NAME Allison J. Young NAME Jen Steele CONTRACTOR TITLE CEO TITLE Medicaid Director	SULLIN	Mu 6/12/2018	Cross are many		
NAME CONTRACTOR TITLE CEO TITLE Medicaid Director		GNATORE	SIGNATURE		DATE
TITLE CEO Medicaid Director		Allison J. Young	NAME	Jen Steele	
OFFICE Rureau of Health Services Financing		CEO	TITLE	Medicaid Director	
			OFFICE RI	reau of Health Services Fin:	ancina

PROGRAM SIGNATURE

DATE

AMENDMENT TO

AGREEMENT BETWEEN STATE OF LOUISIANA

Amendment #: 13

LAGOV#: 2000107180 LOUISIANA DEPARTMENT OF HEALTH LDH #: 060470 Medical Vendor Administration Original Contract Amount Bureau of Health Services Financing 1,964,731,789 Original Contract Begin Date AND 02-01-2015 Original Contract End Date 01-31-2018 United Healthcare of LA, Inc. dba United Healthcare Community Plan RFP Number: 305PUR-DHHRFP-BH AMENDMENT PROVISIONS Change Contract From: From Maximum Amount: \$9,633,862,031.00 Current Contract Term: 2/1/15-12/31/19 See Attachment A13 Change Contract To: To Maximum Amount: Changed Contract Term: See Attachment A13. Justifications for amendment: Revisions contained in this amendment are within scope and comply with the terms and conditions as set forth in the RFP. This revision is necessary to continue to advance LDH's quality strategy. This Amendment Becomes Effective: This amendment contains or has attached hereto all revised terms and conditions agreed upon by contracting parties. IN WITNESS THEREOF, this amendment is signed and entered into on the date indicated below. CONTRACTOR STATE OF LOUISIANA LOUISIANA DEPARTMENT OF HEALTH Inc. dba United Healthcare Commu Secretary, Louisiana Department of Health or Designee

Allison J. Young PRINT NAME CONTRACTOR TITLE CEO

SIGNATURE

Jen Steele

NAME

TITLE Medicaid Director

OFFICE Bureau of Health Services Financing

PROGRAM SIGNATURE

DATE

NAME

Item Number	Exhibit/ Attachment/ Document	Change From:	Change To:	Justification
1	Exhibit 3 305PUR- DHHRFP-BH- MCO-2014- MVA	· · · · · · · · · · · · · · · · · · ·	The withhold amount will be equal to two percent of the monthly capitated payment for physical and basic behavioral health for all MCO members, exclusive of maternity kick payments, payments under Section 5.18,	Section 5.18.
2	Exhibit 3 305PUR- DHHRFP-BH- MCO-2014- MVA	Add new subsection.	5.18.1 Effective February 1, 2018, LDH may make incentive payments up to 5 percent, in total, above the approved capitation payments attributable to the enrollees or services covered by the Approved Incentive Arrangements, as defined in LDH's MCIP Protocol, implemented by LDH. These incentive payments will support the activities, targets, performance measures, or quality-based outcomes specified in LDH's quality strategy. 5.18.2 Each MCO has the right to determine whether to participate in one or more of the Approved Incentive Arrangements implemented by LDH. The MCO will receive incentive payments under this Section 5.18	This revision is necessary to continue to advance LDH's quality strategy.

Effective Date 2/1/2018 Page 1 of 6

Item Number	Exhibit/ Attachment/ Document	Change From:	Change To:	Justification
			for only those Approved Incentive Arrangements in which it participates. At MCO's sole discretion, a participating MCO may contract with one or more third parties to assist in its achievement of those Approved Incentive Arrangements, including specific provisions pertaining to the rights and obligations of the MCO and such third parties; eligibility for participation; payment amount and timing; recovery of payments (including the amount, time and manner/method); and other such terms particular to that Approved Incentive Arrangement as mutually agreed upon in the contract between MCO and such third party. 5.18.3 LDH will, for each Approved Incentive Arrangement to be implemented, specify the activities, targets, performance measures, or quality-based outcomes to be achieved and how each will be evaluated. LDH will not implement any Approved Incentive Arrangement that is not consistent with the 42 Code of Federal Regulations 438.6 (b) (2) and this Section 5.18, including: 5.18.3.1 Approved Incentive Arrangements will be for a fixed period of time and performance will be measured during the rating period under the Contract in which	

Effective Date 2/1/2018 Page 2 of 6

Item Number	Exhibit/ Attachment/ Document	Change From:	Change To:	Justification
			the Approved Incentive Arrangement is applied.	
			5.18.3.2 <u>Approved Incentive Arrangements will</u> not be renewed automatically.	
			5.18.3.3 Approved Incentive Arrangements will be made available to both public and private contractors under the same terms of performance.	
			5.18.3.4 Neither an MCO's participation in the managed care incentive program, nor any Approved Incentive Arrangement, will be conditioned on the MCO entering into or adhering to an intergovernmental transfer agreement.	
			5.18.4 <u>Each Approved Incentive Arrangement shall</u> define the quality strategy objectives, which may include:	
			5.18.4.1 <u>Improving outcomes for diabetic</u> <u>members</u>	
			5.18.4.2 <u>Improving outcomes for members with</u> <u>hypertension</u>	
			5.18.4.3 <u>Improving member health through</u> <u>increased primary care utilization</u>	

Effective Date 2/1/2018 Page **3** of **6**

Item Number	Exhibit/ Attachment/ Document	Change From:	Change To:	Justification
			5.18.4.4 Reducing inappropriate emergency department use 5.18.5 For each measurement year ending on or after December 31, 2018, LDH will evaluate performance relative to the specified activities, targets, performance measures, or quality-based outcomes to be achieved for the Approved Incentive Arrangement for that measurement year. LDH's evaluation will be based on documentation, submitted by the MCO, reflecting performance. LDH shall timely notify the MCO regarding achievement, or deficiencies, for the specified activities, targets, performance measures or quality-based outcomes for the Approved Incentive Arrangement for that measurement year. In the event LDH finds a deficiency, LDH will notify the MCO of its	
			findings, including the portion of the incentive payments made attributable to such deficiency. Upon request of MCO, LDH may defer recoupment, and MCO and LDH may confer regarding LDH's findings, proposed action and opportunity for cure. Upon final determination by LDH, which shall be final and not subject to appeal, LDH may recoup from the MCO the portion of the	

Effective Date 2/1/2018 Page **4** of **6**

Item Number	Exhibit/ Attachment/ Document	Change From:	Change To:	Justification
			incentive payments made attributable to any uncured deficiency. All LDH recoupments made from MCOs pursuant to this Section 5.18 shall be made in accordance with the recoupment terms established by LDH, which terms shall be provided to MCO in writing at least thirty days in advance of LDH recoupment from the MCOs. 5.18.6 An MCO choosing to participate in Approved Incentive Arrangements implemented under this Section 5.18 shall ensure that any contracts the MCO may have with any third party to fulfill the obligations under this Section 5.18 contain provisions clearly providing for the MCO's right of recovery in situations whereby LDH recoups MCIP	
			payments from the MCO. An MCO's activities to recover such payments, through recoupment, withhold or otherwise, are not subject to the prior notification under Section 15.1.17, or any other notice and reporting obligation set forth in this Contract unless otherwise required by the terms of recoupment specified by LDH under section 5.18.5. 5.18.7 An MCO's participation in one or more Approved Incentive Arrangements shall have no impact on the MCO's rights or obligations	

Effective Date 2/1/2018 Page **5** of **6**

Item Number	Exhibit/ Attachment/ Document	Change From:	Change To:	Justification
			under this Contract, except as it relates specifically to the MCIP Program. An MCO's participation in an Approved Incentive Arrangement does not represent a binding obligation on the MCO to achieve the approved targeted health outcomes, and failure to achieve such outcomes shall not be considered a breach of this Contract. Further, except for recoupment of MCIP payments, either directly or via offset, no penalty shall be applied for failure to achieve targeted outcomes. The aforementioned penalty limitation shall not apply to instances of MCO's fraudulent conduct. In the event of a conflict with other terms of this Contract, the provisions of this Section 5.18 and LDH's MCIP Protocol shall prevail.	

Effective Date 2/1/2018 Page 6 of 6