

**LOUISIANA MEDICAID AND CHIP PROGRAM**  
**REGULATORY REQUIREMENTS APPENDIX**  
**MEDICAL SUBCONTRACTOR**

**THIS LOUISIANA MEDICAID AND CHIP PROGRAM REGULATORY REQUIREMENTS APPENDIX** (this “Appendix”) supplements and is made part of the agreement (the “Subcontract”) between UnitedHealthcare of Louisiana, Inc. (“United”) and subcontractor named in the agreement to which this Appendix is attached (the “Subcontractor”).

**SECTION 1**  
**APPLICABILITY**

This Appendix applies with respect to the provision of indirect or non-health care related services provided by Subcontractor under the State of Louisiana’s Healthy Louisiana and related programs (collectively, the “State Program”) as governed by the State’s designated regulatory agencies. In the event of a conflict between this Appendix and other appendices or any provision of the Subcontract, the provisions of this Appendix shall control except with regard to benefit plans outside the scope of this Appendix or unless otherwise required by law. In the event United is required to amend or supplement this Appendix as required or requested by the State to comply with federal or State regulations, United will unilaterally initiate such additions, deletions or modifications.

**SECTION 2**  
**DEFINITIONS**

Unless otherwise defined in this Appendix, all capitalized terms shall be as defined in the Subcontract. For purposes of this Appendix, the following terms shall have the meanings set forth below; provided, however, in the event any definition set forth in this Appendix or the Subcontract is inconsistent with any definitions under the State Program, the definitions shall have the meaning set forth under the State Program.

- 21     **Agreement:** An executed contract between Subcontractor and a Provider for the provision of Covered Services to persons enrolled in the State Program(s).
- 22     **Covered Person(s):** An individual who is currently enrolled with United for the provision of services under the State Program. A Covered Person may also be referred to as an Enrollee, Member, Customer or other similar term under the Agreement and/or Subcontract.
- 23     **Covered Services:** Health care services or products for which a Covered Person is enrolled with United to receive coverage under the State Contract.
- 24     **Department or LDH:** The Louisiana Department of Health.

25 **Provider:** An appropriately licensed and/or certified hospital, ancillary provider, physician group, individual physician or other health care provider who has entered into an Agreement with Subcontractor for the provision of Covered Services to Covered Persons.

26 **State:** The State of Louisiana or its designated regulatory agencies.

27 **State Contract:** United's contract(s) with LDH for the purpose of providing and paying for Covered Services to Covered Persons enrolled in the State Program.

28 **State Program:** The State of Louisiana's Healthy Louisiana and related programs where United provides services to Louisiana residents through a contract with the State. For purposes of this Appendix, "State Program" may refer to the State agency(ies) responsible for administering the State Program.

29 **Subcontract:** A written agreement between United and Subcontractor to fulfill any requirements of the State Contract.

### SECTION 3 OBLIGATIONS OF SUBCONTRACTOR'S PROVIDER

The State Program, through contractual requirements and federal and State statutes and regulations, requires that providers who provide services to Covered Persons enrolled in the State Program comply with certain requirements as set forth below and elsewhere in this Appendix. As applicable, Subcontractor shall require its Providers to comply with the requirements set forth below and elsewhere in this Appendix.

3.1 Covered Services; Definitions Related to Coverage. Provider shall follow the State Contract's requirements for the provision of Covered Services. A description of the package of benefits offered by LDH under the State Program is available on the LDH website at <http://www.makingmedicaidbetter.com/>. Provider's decisions affecting the delivery of acute or chronic care services to Covered Persons shall be based on the individual's medical needs and in accordance with the following definitions:

- (a) Emergency Medical Condition: A medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in any of the following: (1) placing the health of the individual (or with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy; (2) serious impairment to bodily functions; or (3) serious dysfunction of any bodily organ or part.
- (b) Emergency Services: Covered inpatient and outpatient services that are furnished by a provider that is qualified to furnish these services under 42 CFR Part 438.114(a) and § 1932(b)(2) of the Social Security Act of 1935 (42 U.S.C. § 1396u-2) and that are needed to screen, evaluate, and stabilize an Emergency

Medical Condition. Emergency Services also include services defined as such under Section 1867(e) of the Social Security Act (“anti-dumping provisions”). There are no prior authorization requirements for Emergency Services.

- (c) Medically Necessary or Medical Necessity: Those health care services that are in accordance with generally accepted, evidence-based medical standards or that are considered by most physicians (or other independent licensed practitioners) within the community of their respective professional organizations to be the standard of care. In order to be considered Medically Necessary, services must be: (1) deemed reasonably necessary to diagnose, correct, cure, alleviate or prevent the worsening of a condition or conditions that endanger life, cause suffering or pain or have resulted or will result in a handicap, physical deformity or malfunction; and (2) not more costly than an alternative service or sequence of services at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of that patient’s illness, injury or disease. Any such services must be clinically appropriate, individualized, specific and consistent with symptoms or confirmed diagnosis of the illness or injury under treatment, and neither more nor less than what the recipient requires at that specific point in time. Services that are experimental, non-FDA approved, investigational, or cosmetic are specifically excluded from Medicaid coverage and will be deemed “not medically necessary.”

3.2 Accessibility Standards. Provider shall provide for timely access to Covered Person appointments in accordance with the appointment availability requirements established under the State Contract and shall offer hours of operation that are no less than the hours of operation offered to commercial or non-Medicaid/CHIP members or comparable to Medicaid fee-for-service beneficiaries if Provider serves only Medicaid beneficiaries. As applicable, Provider will make Covered Services available 24 hours a day, 7 days a week when medically necessary.

3.3 Antitrust. Provider assigns to the State of Louisiana any and all rights or claims it currently has or may acquire under any state or federal antitrust laws and that are attributable to any product units purchased or reimbursed through any State Program or payment mechanism, including but not limited to product units purchased or reimbursed under the state’s managed Medicaid program, currently known as Healthy Louisiana. For purposes of this assignment clause, “Provider” shall include any direct or indirect owner to whom the right or claim to be assigned actually belongs, including any and all parents, branches, departments or subsidiaries.

3.4 **Medicaid or CHIP Participation**. Provider must be enrolled with the State as a Medicaid or CHIP provider, as applicable to participate in United’s Medicaid or CHIP network. Upon notification from the State that Provider’s enrollment has been denied or terminated, United must terminate Provider immediately and will notify affected Covered Persons that Provider is no longer participating in the network. United will exclude from its network any provider who has been terminated or suspended from the Medicare, Medicaid or CHIP program in any state.

3.5 **Restrictions on Referrals.** Provider shall not make inappropriate referrals for designated health services to health care entities with which Provider or a member of Provider's family has a financial relationship, pursuant to federal anti-kickback and physician self-referral laws that prohibit such referrals.

3.6 **Electronic Visit Verification (EVV).** Provider shall cooperate with State requirements for electronic visit verification for personal care services and home health services, as applicable.

3.7 **Health Records.** Provider agrees to cooperate with United to maintain and share a health record of all services provided to a Covered Person, as appropriate and in accordance with applicable laws, regulations and professional standards.

3.8 **Overpayment.** Provider shall report to United when it has received an overpayment and will return the overpayment to United within 60 calendar days after the date on which the overpayment was identified. Provider will notify United in writing of the reason for the overpayment.

## **SECTION 4 SUBCONTRACTOR REQUIREMENTS**

4.1 Hold Harmless. Except for any applicable cost-sharing requirements under the State Contract, Subcontractor shall look solely to United for payment of Covered Services provided to Covered Persons pursuant to the Agreement and the State Contract and hold the State, the U.S. Department of Health and Human Services and Covered Persons harmless in the event that United cannot or will not pay for such Covered Services. In accordance with 42 CFR Part 447.15, as may be amended from time to time, the Covered Person is not liable to Provider or Subcontractor for any services for which United is liable and as specified under the State's relevant health insurance or managed care statutes, rules or administrative agency guidance. Neither Subcontractor nor Provider shall not require any copayment or cost sharing for Covered Services provided under the Agreement unless expressly permitted under the State Contract. Subcontractor and Provider shall also be prohibited from charging Covered Persons for missed appointments if such practice is prohibited under the State Contractor applicable law. Neither the State, the Department nor Covered Persons shall be in any manner liable for the debts and obligations of United and under no circumstances shall United, or any providers used to deliver services covered under the terms of the State Contract, charge Covered Persons for Covered Services. Subcontractor and Provider shall accept the final payment made by United as payment-in-full for core benefits and services provided and shall not solicit or accept any surety or guarantee of payment from LDH or the Covered Persons(s). Covered Person shall include the patient, parent(s), guardian, spouse or any other legally or potentially legally, responsible person of the member being served.

If the medical assistance services are not Covered Services, prior to providing the service, Provider shall inform the Covered Person of the non-covered service and have the Covered Person acknowledge the information. If the Covered Person still requests the service, Provider shall obtain such acknowledgement in writing prior to rendering the service. If United determines a Covered Person was charged for Covered Services inappropriately, such payment may be recovered, as applicable.

This provision shall survive any termination of the Agreement, including breach of the Agreement due to insolvency.

4.2 Indemnification. At all times during the Agreement, Subcontractor shall, and shall ensure Provider indemnifies, defends, protects, and holds harmless LDH and any of its officers, agents, and employees from:

- (a) Any claims, losses, or suits relating to activities undertaken by Subcontractor and/or Provider pursuant to the Agreement or pursuant to the State Contract;
- (b) Any claims for damages or losses arising from services rendered by any contractor, person, or firm performing or supplying services, materials, or supplies for Subcontractor and/or Provider in connection with performance of the Agreement or in connection with performance of the State Contract;
- (c) Any claims for damages or losses to any person or firm injured or damaged by erroneous or negligent acts, including disregard of State or federal Medicaid regulations or legal statutes, by Provider and/or Subcontractor, its agents, officers, employees, or contractors in performance of the Agreement or in performance of the State Contract;
- (d) Any claims for damages or losses resulting to any person or firm injured or damaged by Subcontractor and/or Provider, its agents, officers, employees, or contractors, by Subcontractor's and/or Provider's publication, translation, reproduction, delivery, performance, use, or disposition of any data processed under the Agreement in a manner not authorized by the Agreement, the State Contract, or by federal or State regulations or statutes;
- (e) Any failure of Subcontractor and/or Provider, its agents, officers, employees, or contractors, to observe federal or State laws, including but not limited to labor laws and minimum wage laws;
- (f) Any claims for damages, losses, or reasonable costs associated with legal expenses, including but not limited to those incurred by or on behalf of LDH in connection with the defense of claims for such injuries, losses, claims, or damages specified above;
- (g) Any injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses which may in any manner accrue against LDH or its agents, officers or employees, through the intentional conduct, negligence or omission of Subcontractor and/or Provider, its agents, officers, employees or contractors.

In the event that, due to circumstances not reasonably within the control of United, Subcontractor, Provider, or LDH (i.e., a major disaster, epidemic, complete or substantial destruction of facilities, war, riot or civil insurrection), United, Subcontractor, Provider, or LDH will have any liability or obligation on account of reasonable delay in the provision or the arrangement of Covered Services; provided, however, that so long as the

State Contract remains in full force and effect, United shall be liable for authorizing services required in accordance with the State Contract.

For Subcontractors which are State Agencies, this Section 4.2 will be replaced with language developed by the State Agency and approved by LDH.

4.3 Ownership and Control Information. Subcontractor shall, and shall ensure Provider complies with and submits to United disclosure of information in accordance with the requirements specified in 42 CFR Part 455, Subpart B (42 CFR §§ 455.100 – 106), as may be amended from time to time.

4.4 Record Keeping.

(a) Maintenance. In conformity with requirements under State and federal law and the State Contract, Subcontractor and Provider shall maintain an adequate record keeping system for recording services, service providers, charges, dates and all other commonly required information elements for services rendered to Covered Persons pursuant to the Agreement, including but not limited to such records as are necessary for evaluation of the quality, appropriateness, and timeliness of services performed under the Agreement. All records originated or prepared in connection with Subcontractor's and Provider's performance of its obligations under the Agreement, including but not limited to working papers related to the preparation of fiscal reports, medical records, progress notes, charges, journals, ledgers, and electronic media, shall be retained and safeguarded by Subcontractor and Provider in accordance with the terms and conditions of the State Contract.

(b) Medical Records. Subcontractor shall, and shall ensure Provider retains medical records at the site where medical services are provided. Each Covered Person's medical record must be accurate, legible and maintained in detail consistent with good medical and professional practice which permits effective internal and external quality review and/or medical audit and facilitates an adequate system of follow-up treatment. Subcontractor shall, and shall ensure Provider maintains the confidentiality of medical records in accordance with 42 CFR 438.224 and 45 CFR Parts 160 and 164, subparts A and E, as may be amended from time to time. Covered Persons and their representatives shall be given access to and can request copies of the Covered Person's medical records, to the extent and in the manner provided by Louisiana Revised Statutes § 40:1165.1 and 45 CFR Part 164.524, as amended, and subject to reasonable charges. In addition, LDH or its designee shall have immediate and complete access to all records pertaining to the health care services provided to Covered Persons. Medical record requirements are further defined in the State Contract.

(c) Retention. As required under State or federal law or the State Contract, Subcontractor shall and shall require Provider to maintain an adequate record keeping system for recording services, charges, dates and all other commonly accepted information elements for services rendered to Covered Persons. All financial records shall follow generally accepted accounting principles. Medical records and supporting management systems shall include all pertinent information related to the medical management of each Covered Person. Other records shall be maintained as necessary to clearly reflect all actions taken by Provider related to services provided under the State Contract. Provider shall retain all records including, as applicable, grievance and appeal

records and any other records related to data, information, and documentation for a period of not less than ten (10) years from the close of the Agreement, or such other period as required by law. If records are under review or audit, they must be retained for a minimum of 10 years following resolution of such action. Prior approval for the disposal of records must be requested and approved by United if the Agreement is continuous. If Subcontractor and/or Provider store records on microfilm or microfiche or other electronic means, Subcontractor shall, and shall ensure Provider produce, at its expense, legible hard copy records within twenty-one (21) calendar days upon the request of State or federal authorities.

(d) Records Upon Audit. Subcontractor shall require Provider to have online retrieval and access to documents and files for audit and reporting purposes for 10 years in live systems and an additional 4 years in archival systems. Historical encounter data submission shall be retained for a period not less than 10 years, following generally accepted retention guidelines. Services which have a once in a lifetime indicator (i.e., appendix removal, hysterectomy) are denoted on LDH's procedure formulary file, and claims shall remain in the current/active claims history that is used in claims editing and are not to be archived or purged. Online access to claims processing data shall be by the Medicaid recipient ID, provider ID, provider NPI, and/or ICN (internal control number) to include pertinent claims data and claims status. Audit trails shall be maintained online for no less than 6 years. Provider shall provide access to information in machine-readable format within 48 hours of requests for information less than 6 years old and within 72 hours of requests for information greater than 6 years old. If an audit or administrative, civil, or criminal investigation or prosecution is in progress or unresolved, information shall be kept in electronic form until all tasks or proceedings are completed. Under no circumstances shall the Provider destroy or dispose of any such records, even after the expiration of the retention periods provided above, without the express prior written permission of LDH.

(e) Records Upon Termination. United, Subcontractor and Provider recognize that in the event of termination of the State Contract for any of the reasons described therein, Subcontractor and Provider shall immediately make available to United, in a usable form, any and all records, whether medical or financial, related to Subcontractor's and Provider's activities undertaken pursuant to the Agreement and the State Contract so that United can immediately make available the same to LDH or its designated representative. The provision of such records shall be at no expense to the Department.

#### 4.5 Government Inspection, Audit and Evaluation

(a) By State and Federal Agencies. Subcontractor acknowledges and agrees, and shall require Provider to acknowledge and agree that LDH, the U.S. Department of Health and Human Services (HHS), CMS, the Office of Inspector General, the Comptroller General, the State Legislative Auditor's Office, the Louisiana Attorney General's Office, any other State or federal entity identified by the Department, and/or designees of any of the above, shall have the right to evaluate through audit, inspection or other means, whether announced or unannounced, any records pertinent to the State Contract, including those pertaining to the

quality, appropriateness and timeliness of services provided pursuant to the State Contract and the timeliness and accuracy of encounter data and practitioner claims submitted to United. Subcontractor acknowledges and agrees and shall require Provider to acknowledge and agree that all agencies listed above or any of their designees shall be provided with access to all documents and records related to the program services and the right to examine, evaluate and investigate, including on-site audits and examinations and private interviews of Subcontractor's clients and employees. Subcontractor shall, and shall require Provider to cooperate with such evaluations and, upon request by United or any of the entities listed above, assist in such reviews. In addition, the above entities and/or their designees, at any time and as often as they may deem necessary during the State Contract period and for a period of ten (10) years thereafter (including any extensions to the State Contract), shall have the right to inspect or otherwise evaluate the quality, appropriateness, and timeliness of services provided under the terms of the State Contract and any other applicable rules. There shall be no restrictions on the right of the State or federal government to conduct whatever inspections and audits are necessary to assure quality, appropriateness or timeliness of services provided pursuant to the State Contract and the reasonableness of their costs with no charge to the agencies listed above.

- (b) By LDH. In addition to the above, Subcontractor shall, and shall require Provider to make its records available for fiscal audit, medical audit, medical review, utilization review, and other periodic monitoring upon request of an authorized representative of LDH.
- (c) Subcontractor shall require Provider to comply, within a reasonable time, with any information, records or data request from any healthcare oversight agency, including the Louisiana Office of the Attorney General, Medicaid Fraud Control Unit (MFCU), related to any services provided under Louisiana's Medical Assistance Programs. This requirement shall be inclusive of contracts or subcontracts with entities who manage or coordinate certain benefits for Medicaid beneficiaries on behalf of United but does not directly provide the service to Medicaid beneficiaries. When requested by the MFCU the production of the information, records or data requested by the MFCU shall be done at no cost to the MFCU, and Provider shall not require the MFCU to enter into any contract, agreement or memorandum of understanding to obtain the requested information, records or data. Provider agrees that the Agreement creates for the healthcare oversight agency an enforceable right for which the healthcare oversight agency can petition the court in the event of non-compliance with an information, records or data request.
- (d) Subcontractor shall require Provider to agree that the State, CMS, the HHS Inspector General, the Comptroller General, or their designees have the right to audit, evaluate, and inspect any books, records, contracts, computer or other electronic systems of the Provider, or of the Provider's contractor, that pertain to any aspect of services and activities performed, or determination of amounts payable under United's contract with the State. Provider will make available, for



purposes of an audit, evaluation, or inspection its premises, physical facilities, equipment, books, records, contracts, computer or other electronic systems relating to Covered Persons. The right to audit will exist through 10 years from the final date of the contract period or from the date of completion of any audit, whichever is later. If the State, CMS, or the HHS Inspector General determines that there is a reasonable possibility of fraud or similar risk, the State, CMS, or the HHS Inspector General may inspect, evaluate and audit the subcontractor at any time.

- (e) Subcontractor shall require Provider to make all program and financial records and service delivery sites open to CMS, the U.S. Office of the Inspector General (OIG), HHS, the State Auditor's Office, the Office of the Attorney General, Government Accountability Office (GAO), LDH, and/or any of their designees upon request, and shall provide them with timely and reasonable access and the right to examine and make copies, excerpts, or transcripts of all books, documents, papers, and records which are directly pertinent to a specific program for the purpose of making audits and examinations, contact and conduct private interviews with the subcontractor's clients, employees, and contractors, and do on-site reviews of all matters relating to service delivery as specified by the Contract. The rights of access in this provision are not limited to the required retention period, but shall last as long as records are retained. The subcontractor shall provide originals and/or copies (at no charge) of all records and information requested. Requests for information shall be compiled in the form and the language requested.

4.6 Privacy; Confidentiality. Subcontractor understands and shall require that Provider understand that the use and disclosure of information concerning Covered Persons is restricted to purposes directly connected with the administration of the State Program and shall maintain the confidentiality of Covered Person's information and records as required by the State Contract and in federal and State law including, but not limited to, all applicable privacy, security and Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191, and associated implementing regulations, including but not limited to 45 CFR Parts 160, 162, 164, as applicable and as may be amended from time to time, and shall safeguard information about Covered Persons in accordance with applicable federal and State privacy laws and rules including but not limited to 42 CFR §438.224, 42 CFR Part 2, and 42 CFR Part 431, Subpart F; 42 CFR Part 434 and 42 CFR 438.6 (if applicable), as may be amended from time to time.

Subcontractor will require that Provider further acknowledge that, in some cases, Provider will have access to information on individuals with whom Provider has no treatment or other relationship. In such cases Provider will abide by all requirements under HIPAA and ensure that the confidentiality of such information is fully maintained.

Access to member identifying information shall be limited by Subcontractor and/or Provider to persons or agencies that require the information in order to perform their duties in accordance

with the Agreement and Subcontract, including the U.S. Department of Health and Human Services (HHS), the Department and other individuals or entities as may be required. (See 42 CFR §431.300, et seq. and 45 CFR Parts 160 and 164.) Any other party shall be granted access to confidential information only after complying with the requirements of state and federal laws, including but not limited to HIPAA, and regulations pertaining to such access. Subcontractor and Provider are responsible for knowing and understanding the confidentiality laws listed above as well as any other applicable laws. Nothing herein shall prohibit the disclosure of information in summary, statistical or other form that does not identify particular individuals, provided that de-identification of protected health information is performed in compliance with the HIPAA Privacy Rule.

Federal and State Medicaid regulations, and some other federal and State laws and regulations, including but not limited to those listed above, are often more stringent than the HIPAA regulations. Subcontractor shall, and shall require Provider to notify United and the Department of any breach of confidential information related to Covered Persons within the time period required by applicable federal and State laws and regulations following actual knowledge of a breach, including any use or disclosure of confidential information, any breach of unsecured PHI, and any Security Incident (as defined in HIPAA regulations) and provide United and the Department with an investigation report within the time period required by applicable federal and State laws and regulations following the discovery. Subcontractor and/or Provider shall work with United and the Department to ensure that the breach has been mitigated and reporting requirements, if any, complied with.

4.7 Compliance with Laws, State Contract, MCO Manual and LDH-Issued Guides. Subcontractor shall, and shall require Provider to comply with all requirements for Health Plan subcontractors set forth in the State Contract, MCO Manual and LDH-issued guides, as well as with all applicable federal and State laws, rules, regulations and guidelines applicable to the provision of services under the State Program. The State Contract and LDH-issued guides shall be furnished to Subcontractor and Provider upon request. Subcontractor and Provider may also access these documents on the LDH website at <http://www.makingmedicaidbetter.com>. United also shall furnish Subcontractor and Provider (either directly or through a web portal) with United's provider manual and member handbook.

4.8 Physician Incentive Plans. In the event Provider participates in a physician incentive plan ("PIP") under the Agreement, Subcontractor agrees and shall require Provider to agree that such PIPs must comply with 42 CFR 438.6(h), 42 CFR 422.208, and 42 CFR 422.210, as may be amended from time to time. United, Subcontractor or Provider may make a specific payment directly or indirectly under a PIP to a physician or physician group as an inducement to reduce or limit Medically Necessary services furnished to an individual Covered Person. PIPs must not contain provisions that provide incentives, monetary or otherwise, for the withholding of Medically Necessary care.

4.9 Provider Selection. To the extent applicable to Subcontractor and Provider in performance of the Agreement, Subcontractor shall, and shall require Provider to comply with 42

CFR 438.214, as may be amended from time to time, which includes but is not limited to the selection and retention of providers, credentialing and recredentialing requirements, and nondiscrimination. If United delegates credentialing to Subcontractor, United will provide monitoring and oversight and Subcontractor shall ensure that all licensed medical professionals are credentialed in accordance with United's and the State Contract's credentialing requirements.

4.10 Lobbying. Subcontractor agrees, and shall require Provider to agree to comply with the following requirements related to lobbying:

- (a) Prohibition on Use of Federal Funds for Lobbying: By signing the Agreement, Subcontractor and/or Provider certifies to the best of Subcontractor's and Provider's knowledge and belief, pursuant to 31 U.S.C. § 1352 and 45 CFR Part 93, as may be amended from time to time, that no federally appropriated funds have been paid or will be paid to any person by or on Subcontractor's and/or Provider's behalf for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the award of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (b) Disclosure Form to Report Lobbying: If any funds other than federally appropriated funds have been paid or will be paid to any person for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the award of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement and the value of the Agreement exceeds \$100,000, Subcontractor and/or Provider shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

4.11 Excluded Individuals. By signing the Agreement, Subcontractor certifies, and shall require Provider to certify to the best of Subcontractor's and Provider's knowledge and belief that neither it nor any of its principals, nor any providers, subcontractors or consultants with whom Subcontractor and/or Provider contracts for items or services that are significant and material to Subcontractor's and/or Provider's obligations under the Agreement, is:

- (a) excluded from participation in federal health care programs under either § 1128 or § 1128A of the Social Security Act;
- (b) debarred, suspended or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in nonprocurement activities under regulations issued under Executive Order no.

12549 or under guidelines implementing Executive Order No. 12549, or an affiliate, as defined in the Federal Acquisition Regulation, of such a person.

Subcontractor is obligated, and shall obligate Provider to screen its employees and contractors initially and on an ongoing monthly basis to determine whether any of them have been excluded from participation in Medicare, Medicaid, SCHIP, or any Federal Health Care Programs (as defined in Section 1128B(f) of the Social Security Act). Subcontractor shall not, and shall ensure Provider shall not employ or contract with an individual or entity that has been excluded. Subcontractor shall, and shall require Provider to immediately report to United any exclusion information discovered. Subcontractor acknowledges and agrees, and shall require Provider to acknowledge and agree that civil monetary penalties may be imposed against Subcontractor and/or Provider if he or she employs or enters into contracts with excluded individuals or entities to provide items or Covered Services. Subcontractor and Provider can search the HHS-OIG website, at no cost, by the names of any individuals or entities through the following databases: LEIE at <http://www.oig.hhs.gov/fraud/exclusions.asp>; the Health Integrity and Protection Data Bank (HIPDB) <http://www.npdb-hipdb.hrsa.gov/index.html> and the Excluded Parties List Serve (EPLS) <http://www.epls.gov>. Federal and State exclusion databases must be reviewed monthly to ensure that no employee or contractor has been excluded. United will exclude from its network any provider who has been excluded from the Medicare, Medicaid or CHIP program in any state. United may also terminate the Agreement if Subcontractor or Provider or Subcontractor's or Provider's owners, agents, or managing employees are found to be excluded on a State or Federal exclusion list.

4.12 Cultural Competency and Access. Subcontractor shall, and shall require Providers to deliver services in a culturally competent manner to all Covered Persons, including those with limited English proficiency, physical or mental disabilities, diverse cultural and ethnic backgrounds, disabilities, and regardless of gender, sexual orientation or gender identity, and provide for cultural competency and linguistic needs, including the member's prevalent language(s) and sign language interpreters in accordance with 42 § CFR 438.206(c)(2). Subcontractor shall and shall require Providers to ensure that effective, equitable, understandable, and respectful quality care and services that are responsive to diverse cultural health beliefs and practices, preferred languages, health literacy, and other communication needs are provided. In accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) (2001, as amended) and its implementing regulation at 45 C.F.R. Part 80 (2001, as amended), Subcontractor shall, and shall require Provider to take adequate steps to ensure that persons with limited English skills receive free of charge the language assistance necessary to afford them meaningful and equal access to the benefits and services provided under the Agreement.

Provider shall provide information to Covered Persons regarding treatment options and alternatives, as well as information on complaints and appeals, in a manner appropriate to the Covered Person's condition and ability to understand.

Provider shall provide physical access, reasonable accommodations, and accessible equipment for Covered Persons with physical or mental disabilities.

4.13 Marketing Materials. As required under State or federal law or the State Contract, any marketing materials developed and/or distributed by Subcontractor and/or Provider as related to the State Program and performance of the Agreement must be submitted to United to submit to the Department for prior approval. In addition, Subcontractor shall, and shall require Provider to comply with the State Contract's requirements related to marketing communications.

4.14 Fraud, Abuse, and Waste Prevention. Subcontractor shall, and shall require Provider to cooperate fully with United's policies and procedures designed to protect program integrity and prevent and detect potential or suspected fraud, abuse and waste in the administration and delivery of services under the State Contract. Subcontractor shall, and shall also require Provider to cooperate with and assist LDH and any other State or federal agency charged with the duty of preventing, identifying, investigating, sanctioning or prosecuting suspected fraud, abuse or waste in state and/or federal health care programs. This shall include reporting to United any cases of suspected Medicaid fraud or abuse by Covered Persons, other providers in United's network, employees, Subcontractors, or subcontractors of Provider. Subcontractor shall, and shall require Provider to report such suspected fraud or abuse to United in writing as soon as practical after discovering suspected incidents.

In accordance with United's policies and the Deficit Reduction Act of 2005 (DRA) Subcontractor shall, and shall require Provider to have written policies for its employees, contractors or agents that: (a) provide detailed information about the federal False Claims Act (established under sections 3729 through 3733 of title 31, United States Code) , including, if any entity makes or receives annual payments under the State Program of at least \$5,000,000, such entity must establish certain minimum written policies and information communicated through an employee handbook relating to the Federal False Claims Act in accordance with 42 CFR §438.600; (b) cite administrative remedies for false claims and statements (established under chapter 38 of title 31, United States Code) and whistleblower protections under federal and state laws; (c) reference state laws pertaining to civil or criminal penalties for false claims and statements; and (d) with respect to the role of such laws in preventing and detecting fraud, waste, and abuse in federal health care programs (as defined in section 1128B(f)), include as part of such written policies, detailed provisions regarding Subcontractor's and/or Provider's policies and procedures for detecting and preventing fraud, waste, and abuse. Subcontractor agrees, and shall require Provider to agree to train its staff on the aforesaid policies and procedures.

4.15 Outstanding Claim Information. In the event of termination of the Agreement, Subcontractor shall, and shall require Provider to promptly supply to United or its designee all information necessary for the reimbursement of any outstanding Medicaid claims.

4.16 Acknowledgement Regarding Funds. Subcontractor acknowledges and agrees, and shall require Provider to acknowledge and agree that funds paid to Subcontractor and/or Provider under the Agreement are derived from State and federal funds pursuant to the State Contract. Subcontractor further acknowledges and agrees, and shall require Provider to acknowledge and agree that acceptance of such funds acts as acceptance of the authority of the Louisiana Legislative Auditor, or any successor agency, to conduct an investigation in connection with those funds. Subcontractor agrees, and shall require Provider to agree to cooperate fully with the

Louisiana Legislative Auditor or its successor conducting the audit or investigation, including providing all records requested.

4.17 Electronic Health Records. Subcontractor shall, and shall require Provider to participate in LDH's endeavor to move toward meaningful use of Electronic Health Records. An "Electronic Health Record" is a computer-based record containing health care information. Provider is encouraged to adopt certified electronic health record technology (CEHRT) and comply and attest with its corresponding meaningful use requirements and deadlines as outlined by CMS and the Office of the National Coordinator (ONC). If Provider is an emergency departments (EDs), Provider agrees and is required to exchange admit discharge transfer (ADT) data with a Health Information Exchange (HIE) ED visit registry to aid in identification of and creation of policies around high utilizers, drug seeking behavior, and chronic disease management. The visit registry would consist of three basic attributes: (a) the ability to capture and match patients based on demographics information, (b) the ability to identify the facility at which care is being sought, and (c) at minimum, the chief complaint of the visit. These three pieces of information are commonly available through the HL7 ADT message standard and in use by most ED admission systems in use today across the country.

4.18 Quality Assessment/Utilization Management Review. Subcontractor shall, and shall require Provider to adhere to the State Program's Quality Assessment and Performance Improvement (QAPI) program requirements, and the Utilization Management (UM) requirements as outlined in the State Contract and the Quality Companion Guide, which are incorporated herein by reference and shall be furnished to Subcontractor and/or Provider upon request. Subcontractor shall, and shall require Provider to cooperate with United's QAPI and utilization management (UM) programs, which adhere to all LDH QAPI and UM program requirements. Subcontractor agrees, and shall require Provider to agree to participate and cooperate in any internal or external quality assessment review, utilization management, or grievance procedures established by United and/or the Department or its designee, whether such review or procedures are announced or unannounced.

4.19 Insurance. Before commencing the provision of services under the Agreement, Subcontractor shall, and shall require Provider to obtain, and maintain throughout the term of the Agreement: (a) Workers' Compensation Insurance for all of Subcontractor's and Provider's employees that provide services under the Agreement; and (b) all necessary liability and malpractice insurance coverage as is necessary to adequately protect Covered Persons and United under the Agreement. Subcontractor shall, and shall require Provider to furnish United with written verification of the existence of such coverage prior to execution of the Agreement. LDH and United shall be exempt from and in no way liable for any sums of money that may represent a deductible in any insurance policy maintained by Subcontractor and Provider; the payment of such a deductible shall be the sole responsibility of Subcontractor and/or Provider. Subcontractor shall and shall require that Provider immediately report cancellation of any required insurance coverage, licensure, or certification to United.

4.20 Licensing and Accreditation Requirements. Subcontractor represents, and shall require that Provider represent that it is currently licensed and/or certified under applicable State and federal statutes and regulations and by the appropriate Louisiana licensing body or standard-setting agency, as applicable. Subcontractor represents, and shall require that Provider represent

that it is in compliance with all applicable State and federal statutory and regulatory requirements of the Medicaid program and that it is eligible to participate in the Medicaid program. Subcontractor represents, and shall require Provider to represent that it does not have a Medicaid provider agreement with the Department that is terminated, suspended, denied, or not renewed as a result of any action of the Department, CMS, HHS, or the Medicaid Fraud Control Unit of the Office of the Louisiana Attorney General. Subcontractor shall, and shall require Provider to maintain at all times throughout the term of the Agreement all necessary licenses, certifications, registrations and permits as are required to provide the health care services and/or other related activities delegated to Subcontractor and Provider by United under the Agreement. If at any time during the term of the Agreement, Subcontractor and/or Provider are not properly licensed as described in this Section, Subcontractor shall, and shall require Provider to discontinue providing services to Covered Persons. Claims for services performed during any period of noncompliance with these license requirements will be denied. Subcontractor shall and shall require that Provider must report loss of accreditation, suspension, or action taken that could result in loss of accreditation, inclusive of all documentation from the accrediting body, within 24 hours of receipt of notification, if required to be accredited.

4.21 Ownership and Control Information. Subcontractor shall, and shall require Provider to comply with and submit to United disclosure of information in accordance with the requirements specified in 42 CFR Part 455, Subpart B (42 CFR §§ 455.100 – 106), as may be amended from time to time. Subcontractor and Provider must be screened and enrolled into the State's Medicaid or CHIP program, as applicable, and submit disclosures to Department on ownership and control, significant business transactions, and persons convicted of crimes, including any required criminal background checks, in accordance with 42 CFR Part 455 Subparts B and E. Subcontractor and Provider must submit information related to ownership and control of subcontractors or wholly owned suppliers within thirty-five (35) calendar days of a request for such information in accordance with 42 CFR 455.105. Additionally, Subcontractor and Provider must cooperate with the Department for submission of fingerprints upon a request from the Department or CMS in accordance with 42 CFR 455.434.

4.22 Subcontracts; Assignment. Subcontractor shall not, and shall ensure Provider does not enter into any subsequent agreements or subcontracts for any of the work or services contemplated under the Agreement, nor assign any of its duties or responsibilities under the Agreement, without the prior written consent of United. If Subcontractor or Provider receives consent, the subcontract or delegation must be in writing and include all of the requirements of this Appendix, applicable requirements of the State Contract, and applicable laws and regulations. Subcontractor and/or Provider as applicable agree to promptly amend agreements with such subcontractors, in the manner requested by United, to meet any additional State Program requirements that may apply to the services.

4.23 Term; Service Standards. All services provided under the Agreement must be in accordance with the Louisiana Medicaid State Plan. Subcontractor and Provider shall provide such services to Covered Persons through the last day of the month that the Agreement is in effect. Subcontractor acknowledges and agrees, and shall require Provider to acknowledge and agree that all final Medicaid benefit determinations are within the sole and exclusive authority of the Department or its designee.

4.24 Refusal Not Permitted. Subcontractor may not, and shall ensure Provider does not refuse to provide Medically Necessary or core preventative benefits and services specified under the State Contract to Covered Persons for non-medical reasons (except those services allowable under federal law for religious or moral objections). Notwithstanding this Section, Subcontractor and Provider shall not be required to accept or continue treatment of a Covered Person with whom Subcontractor and Provider feel Subcontractor and Provider cannot establish and/or maintain a professional relationship.

4.25 Data and Reports. Subcontractor shall, and shall ensure Provider submits to United all reports and clinical information which United or LDH may require for reporting purposes pursuant to the State Contract, including but not limited to encounter data, HEDIS, AHRQ and EPSDT data and reports, where applicable. Provider shall utilize LDH's Louisiana Immunization Network for Kids Statewide (LINKS) web-based immunization reporting system for the reporting of all adult and child vaccinations. As applicable, if United has entered into alternative reimbursement arrangements with Subcontractor and/or Provider (with prior approval by the Department), Subcontractor and Provider are required to submit all encounter data to the same standards of completeness and accuracy as required for proper adjudication of fee-for-service claims by United. Subcontractor shall require that by submitting data to United, Provider represents and attests to United and the State that the data is accurate, complete and truthful, and upon United's request Provider shall certify in writing, that the data is accurate, complete, and truthful, based on Provider's best knowledge, information and belief. NOTE: United is not allowed to enter into alternative reimbursement arrangements with FQHCs or RHCs.

4.26 Payment Submission. Subcontractor will, and will require Provider to promptly submit complete and accurate claims information required for payment and/or LDH-required reports. Subcontractor shall, and shall require Provider to submit claims for payment in accordance with the time frames specified in the Agreement, but in all cases no later than 365 days from the date of service. If Provider discovers an error or a conflict with a previously adjudicated encounter claim, Provider and/or United shall be required to adjust or void the encounter claim within fourteen (14) calendar days of notification by LDH or if circumstances exist that prevent Provider and/or United from meeting this time frame a specified date shall be approved by LDH.

When Provider has entered into an alternative reimbursement arrangement with United, all encounter data must comply with the same standards of completeness and accuracy as required for proper adjudication of claims by the United.

4.27 Notice of Adverse Actions. Subcontractor shall, and shall require Provider to give United immediate notification in writing by certified mail of any litigation, investigation, complaint, claim or transaction that may reasonably be considered to have a material impact on Subcontractor's or Provider's ability to perform its obligations under the Agreement.

4.28 State Custody. Subcontractor is not permitted, and shall ensure Provider does not encourage or suggest, in any way, that Covered Persons be placed in State custody in order to receive medical or specialized behavioral health services covered by LDH.



4.29 Services. Subcontractor shall, and shall require Provider to perform those services set forth in the Agreement. Subcontractor represents, and shall require Provider to represent that the services to be provided by Subcontractor and/or Provider pursuant to the Agreement are within the amount, duration, and scope of benefits and services of Subcontractor's and/or Provider's practice.

4.30 Conflict of Interest. Subcontractor represents and covenants, and shall require Provider to represent and covenant that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services under the Agreement. Subcontractor further covenants, and shall require that Provider covenants that, in the performance of the Agreement, it shall not employ any person having any such known interests.

4.31 Appeals and Grievances. Subcontractor shall, and shall require Provider to comply with United's process for Covered Person appeals and grievances, including emergency appeals, as set forth in the provider manual. This shall include but not be limited to the following:

- (a) Assisting a Covered Person by providing appeal forms and contact information, including the appropriate address, telephone number and/or fax number for submitting appeals for United and/or State level review; and
- (b) Displaying notices in public areas of Subcontractor's and/or Provider's facility(ies) of a Covered Person's right to appeal adverse actions affecting Covered Services in accordance with LDH's rules and regulations, subsequent amendments, and any and all consent decrees and court orders. United shall ensure that Subcontractor and/or Provider have correct and adequate supply of such public notices.

4.32 Penalties; Sanctions. Subcontractor acknowledges and agrees, and shall require Provider to acknowledge and agree that LDH has the right to direct United to impose financial consequences against Subcontractor and/or Provider, as appropriate, for Subcontractor's or Provider's failure to comply with contractual and/or credentialing requirements, including but not limited to failure or refusal to respond to United's request for information, including credentialing information, or a request to provide medical records.

4.33 Primary Care Provider ("PCP") Linkages. If Provider is a PCP, Subcontractor shall require Provider to stipulate by signing an agreement that Provider's total number of Medicaid/CHIP members for the State Program will not exceed 2,500 lives per full-time physician or 1,000 lives per mid-level practitioner or physician extender up to a cap of 2,500 lives. Prior to executing an Agreement, Subcontractor, Provider and United shall specify the number of linkages United may link to Provider.

4.34 Birth Registration. As applicable, Subcontractor shall ensure Provider registers all births through LEERS (Louisiana Electronic Event Registration System) administered by the LDH/Vital Records Registry. Hospital Providers must notify United and LDH of the birth of a newborn when the mother is a member of United, complete the web-based LDH Request for Medicaid ID Number, including indicating that the mother is a member of United, and submit the form electronically to LDH.

4.35 Laboratory Services. If Provider performs laboratory services, Subcontractor shall ensure Provider meets all applicable State and federal requirements, including but not limited to 42 CFR Sections 493.1 and 493.3, as may be amended from time to time. As applicable, if Provider performs any laboratory tests on human specimens for the purpose of diagnosis and/or treatment, Subcontractor shall require that Provider agrees to acquire and maintain the appropriate CLIA certification or waiver for the type of laboratory testing performed. Subcontractor shall further ensure Provider provides a copy of the certification if requested by United. A State authorized license or permit that meets the CLIA requirements may be substituted for the CLIA certificate pursuant to State law. Medicare and Medicaid programs require the applicable CLIA certification or waiver for the type of services performed as a condition of payment. Provider must include the appropriate CLIA certificate or waiver number on claims submitted for payment for laboratory services.

4.36 Compliance with Medicaid Laws and Regulations. Subcontractor agrees, and shall ensure Provider agrees to abide by the Medicaid laws, regulations and program instructions to the extent applicable to Subcontractor and Provider in Subcontractor's and/or Provider's performance of the Agreement. Subcontractor understands, and shall ensure Provider understands that payment of a claim by United or the State is conditioned upon the claim and the underlying transaction complying with such laws, regulations, and program instructions (including, but not limited to, federal requirements on fraud, waste and abuse, disclosure, debarment, termination and exclusion screening), and is conditioned on the Subcontractor's and/or Provider's compliance with all applicable conditions of participation in Medicaid. Subcontractor understands and shall ensure Provider understands and agrees that each claim the Subcontractor and/or Provider submits to United constitutes a certification that the Subcontractor and/or Provider has complied with all applicable Medicaid laws, regulations and program instructions in connection with such claims and the services provided therein. Subcontractor and Provider stipulate that Louisiana law, without regard to its conflict of laws provision, will prevail if there is a conflict between the state law where the material contractor is based and Louisiana law. Subcontractor shall require that Provider agrees that Provider's payment of a claim will be denied if Provider is terminated or excluded from participation in federal healthcare programs. Subcontractor's and/or Provider's payment of a claim may be temporarily suspended if the State or United provides notice that a credible allegation of fraud exists and there is a pending investigation.

4.37 Immediate Transfer. Subcontractor shall ensure Provider cooperates with United in the event an immediate transfer to another primary care physician or Medicaid managed care contractor is warranted if the Covered Person's health or safety is in jeopardy, as may be required under law.

4.38 Transition of Covered Persons. In the event of transitioning Covered Persons from other Medicaid managed care contractors and their provider, Subcontractor shall, and shall require Provider to work with United to ensure quality-driven health outcomes for such Covered Persons to the extent required by the State Contract or otherwise required by law.

4.39 Continuity of Care. Subcontractor shall, and shall ensure Provider cooperates with United and provide Covered Persons with continuity of treatment, including coordination of care to the extent required under law and according to the terms of the Agreement, in the event Subcontractor's and/or Provider's participation with United terminates during the course of a

Covered Person's treatment by Subcontractor and/or Provider, except in the case of adverse reasons on the part of Subcontractor and/or Provider.

4.40 Advance Directives. Subcontractor shall, and shall ensure Provider complies with the advance directives requirements for hospitals, nursing facilities, providers of home and health care and personal care services, hospices, and HMOs as specified in 42 CFR Part 49, subpart I, and 42 CFR § 417.436(d).

4.41 National Provider ID (NPI). If applicable, Subcontractor shall, and shall require Provider to obtain a National Provider Identification Number (NPI).

4.42 Non-Discrimination. In performance of obligations under the Agreement and in employment practices, Provider shall not exclude, deny benefits or otherwise subject to discrimination, any persons on the grounds of handicap, and/or disability, age, race, color, religion, sex, national origin, sexual orientation, gender identity or any other classifications protected under federal or state laws. In addition, Provider shall upon request show proof of such nondiscrimination compliance and shall post notices of nondiscrimination in conspicuous places available to all employees and applicants. Subcontractor shall ensure Provider can identify Covered Persons in a manner which will not result in discrimination against Covered Persons, in order to provide or coordinate the provision of all core benefits and services and/or value-added benefits and services and out-of-network services.

4.43 Homeland Security Considerations. In accordance with the State Contract, Provider shall perform all obligations under the Agreement within the boundaries of the United States, which includes the 50 states, the District of Columbia, Puerto Rico, the Virgin Islands, Guam, the Northern Mariana Islands, and American Samoa. In addition, Provider will not hire any individual to perform any services under the Agreement if that individual is required to have a work visa approved by the U.S. Department of Homeland Security and such individual has not met this requirement.

4.44 Healthcare Oversight Agency Compliance. Subcontractor shall, and shall require Providers to comply, within a reasonable time, with any information, records or data request from any healthcare oversight agency, including the Louisiana Office of the Attorney General, Medicaid Fraud Control Unit (MFCU), related to any services provided under Louisiana's Medical Assistance Programs. This requirement shall be inclusive of contracts or subcontracts with entities that manage or coordinate certain benefits for Medicaid beneficiaries on behalf of United but do not directly provide the service to Medicaid beneficiaries. When requested by the MFCU the production of the information, records or data requested by the MFCU shall be done at no cost to the MFCU, and United, Subcontractor or Provider shall not require the MFCU to enter into any contract, agreement or memorandum of understanding to obtain the requested information, records or data. United, Subcontractor and/or Provider agree that the State Contract creates for the healthcare oversight agency an enforceable right for which the healthcare oversight agency can petition the court in the event of non-compliance with an information, records or data request.

## **SECTION 5 UNITED REQUIREMENTS**

5.1 Termination, Revocation and Sanctions. In addition to its termination rights under the Agreement, United shall have the right to revoke any functions or activities United delegates to Subcontractor under the Agreement or impose other sanctions consistent with the State Contract if in United's reasonable judgment Subcontractor's performance under the Agreement is inadequate. United shall also have the right to suspend, deny, refuse to renew or terminate Subcontractor in accordance with the terms of the State Contract and applicable law and regulation.

## **SECTION 6 OTHER REQUIREMENTS**

6.1 State Contract. All tasks performed under the Agreement shall be performed in accordance with the requirements of the State Contract and LDH issued guides, the applicable provisions of which are incorporated into the Agreement by reference. Nothing in the Agreement relieves United of its responsibility under the State Contract. If any requirement or provision of the Agreement or this Appendix is determined by LDH to conflict with the State Contract, the terms of the State Contract shall control and the terms of the Agreement or this Appendix in conflict with those of the State Contract shall be null and void. All other provisions of the Agreement and this Appendix shall remain in full force and effect.

6.2 Ongoing Monitoring. As required under the State Contract, United shall perform ongoing monitoring (announced or unannounced) of services rendered by Subcontractor under the Agreement and shall perform periodic formal reviews of Subcontractor according to a schedule established by the State, consistent with industry standards or State managed care organization laws and regulations or LDH requirements under the State Contract. As a result of such monitoring activities, United shall identify to Subcontractor any deficiencies or areas for improvement mandated under the State Contract and Subcontractor and United shall take appropriate corrective action. Subcontractor shall comply with any corrective action plan initiated by United and/or required by the Department. In addition, Subcontractor shall monitor and report the quality of services delivered under the Agreement and initiate a plan of correction where necessary to improve quality of care, in accordance with that level of care which is recognized as acceptable professional practice in the respective community in which United and Subcontractor practice and/or the performance standards established by LDH in the State Contract and LDH-issued guides.

6.3 Entire Agreement; Incorporation of Applicable Law; Modifications. The Agreement and its appendices, including this Appendix, contain all the terms and conditions agreed upon by the parties. The Agreement incorporates by reference all applicable federal and State laws or regulations and revisions of such laws or regulations shall automatically be incorporated into the Agreement as they become effective. In the event that revisions to any applicable federal or State law change the terms of the Agreement so as to materially affect either United or Subcontractor, the parties agree to negotiate such further amendments as may be necessary to correct any inequities. Except as otherwise provided herein or in the Agreement, no modification or change

of any provision of the Agreement or this Appendix may be made unless such modification is incorporated and attached as a written amendment to the Agreement or Appendix and signed by United and Subcontractor. Additional procedures and criteria for any alteration, variation, modification, waiver, extension or early termination of the Agreement shall be as set forth in the Agreement.

64 Independent Contractor Relationship. Subcontractor expressly agrees that it is acting in an independent capacity in the performance of the Agreement and not as an officer or agent, express or implied, and/or employee of LDH or the State. Subcontractor further expressly agrees that neither the Agreement nor this Appendix shall be construed as a partnership or joint venture between Subcontractor and LDH or the State.

65 Utilization Management Compensation. In accordance with 42 CFR Part 438.210(e), the compensation paid to United or any individuals that conduct utilization management activities on behalf of United shall not be structured so as to provide incentives for the individual or United to deny, limit, or discontinue Medically Necessary services to any Covered Person.

66 Delegated Activities. Any activities delegated to Subcontractor by United shall be set forth in the Agreement or such other written delegation agreement or addendum between the parties. The Agreement or delegation agreement/addendum shall specify the activities and reporting responsibilities delegated to Subcontractor and provide for revoking delegation or imposing other sanctions if Subcontractor's performance is inadequate. Prior to delegating any activities to Subcontractor under the State Contract, United will evaluate Subcontractor's ability to perform such activities.

67 State Approval. United and Subcontractor acknowledge that LDH shall have the right to review and approve all subcontracts entered into for the provision of Covered Services under the State Contract. United will submit and obtain prior approval from LDH of all model subcontracts, including material modifications to previously approved subcontracts, for all care management providers. United and Subcontractor acknowledge and agree that, prior to execution, the Agreement is subject to the review and approval of LDH, as are any amendments or subsequent material modifications to the Agreement.

68 Dispute Resolution. Subcontractor and United agree to resolve any disputes that may arise between them in accordance with the terms of the Agreement. The parties agree that no dispute will disrupt or interfere with the provision of services to Covered Persons, including continuity of care should the Agreement be terminated.

69 Health Care-Acquired/Preventable Conditions. United and Subcontractor acknowledge and agree that United is prohibited from making payments to Subcontractor for the provision of medical assistance for health care-acquired conditions and other provider-preventable conditions as may be identified by LDH.

610 No Barriers to Access Covered Services. Neither United nor Subcontractor shall enter into any agreement that would implement barriers to access to Covered Services. United shall monitor Subcontractor's compliance with this requirement and will implement a corrective

action plan within thirty (30) days if Subcontractor's compliance is determined to be inadequate. Failure to comply with this requirement will be considered a breach of the Agreement.

611 Payment. The method and amount of compensation paid to Subcontractor for performance of services under the Agreement and the name and address of the official payee to whom payment shall be made shall be as set forth in the Agreement. United and Subcontractor acknowledge and agree that the Agreement shall not contain terms for reimbursement at rates less than the published Medicaid fee-for-service rate in effect on the date of service unless a Subcontractor -initiated request has been submitted to and approved by LDH. United shall not propose to Subcontractor reimbursement rates that are less than the published Medicaid fee-for-service rate. United shall pay ninety percent (90%) of all clean claims of each provider type, within fifteen (15) business days of the date receipt. United shall pay ninety-nine (99%) of all clean claims of each provider type, within thirty (30) calendar days of the date of receipt. The date of receipt is the date the United receives the claim, as indicated by its date stamp on the claim. The date of payment is the date of the check or other form of payment. United and Subcontractor may, by mutual agreement, establish an alternative payment schedule. Any alternative schedule must be stipulated in the Agreement. As applicable, United shall reimburse FQHCs/RHCs the PPS rate in effect on the date of service for each encounter. If a third party liability exists, payment of claims shall be determined in accordance with federal and/or State third party liability law and the terms of the State Contract. Unless United otherwise requests assistance from Subcontractor, United will be responsible for third party collections in accordance with the terms of the State Contract.

In addition, United and or Subcontractor as applicable shall comply with the claims processing requirements in the State Contract. At a minimum, United or Subcontractor shall run one provider payment cycle per week, on the same day each week, as determined by United or Subcontractor as applicable. United or Subcontractor as applicable shall support a CAQH/CORE compliant interface to the automated clearinghouse (ACH) that allows providers to request and receive electronic funds transfer (EFT) of claims payments. Subcontractor shall encourage that its providers submit and receive claims information through electronic data interchange (EDI) as an alternative to the filing of paper-based claims. Claims shall be processed in adherence to information exchange and data management requirements specified in the State Contract. United shall not pay any claim submitted by a provider who is excluded or suspended from the Medicare, Medicaid, or CHIP programs for fraud, abuse, or waste or otherwise included on the Department of Health and Human Services Office of Inspector General exclusions list, or employs someone on this list. United shall not pay any claim submitted by a provider that is on payment suspension and/or withhold under the authority of LDH or its authorized agent(s). Subcontractor shall inform all contracted Providers about Clean Claim requirements and shall make requirements and guidelines for claims coding and processing that are specific to Provider types available to Providers. Providers will be notified 90 calendar days before implementing changes to claims coding and processing guidelines, or as soon as possible if directed by LDH pursuant to state or federal law to implement such change earlier.

612 Provider Discrimination Prohibition. In accordance with 42 CFR 438.12 and 438.214(c), United shall not discriminate with respect to the participation, reimbursement or indemnification of a provider who is acting within the scope of such provider's license or certification under applicable State law, solely on the basis of such license or certification. Further, United shall not

discriminate with respect to the participation, reimbursement or indemnification of any provider who serves high-risk Covered Persons or specializes in conditions requiring costly treatments. This provision shall not be construed as prohibiting United from limiting a provider's participation to the extent necessary to meet the needs of Covered Persons. This provision also is not intended and shall not interfere with measures established by United that are designed to maintain quality of care practice standards and control costs.

6.13 Provider-Covered Person Communication. United shall not prohibit or otherwise restrict Provider, when acting within the lawful scope of practice, from advising or advocating on behalf of a Covered Person who is Provider's patient for any the following:

- (a) The Covered Person's health status, medical care, or treatment options for the Covered Person's condition or disease, including any alternative treatment that may be self-administered, regardless of whether benefits for such care or treatment are provided under the State Contract;
- (b) Any information the Covered Person needs in order to decide among all relevant treatment options;
- (c) The risks, benefits, and consequences of treatment or non-treatment; or
- (d) The Covered Person's right to participate in decisions regarding his or her health care, including the right to refuse treatment, and to express preferences about future treatment decisions.

6.14 No Restrictions on Other Contracts. Nothing in the Agreement or this Appendix shall be construed to prohibit or restrict Subcontractor from entering into a contract with another Health Plan or other managed care entity.

6.15 No Contracting with Exclusive Subcontractor. United shall not have a contract arrangement with any subcontractor provider in which the subcontractor represents or agrees that it will not contract with another Health Plan or in which the United represents or agrees that United will not contract with another subcontractor.

6.16 No Suggestion of Exclusivity. United shall not advertise or otherwise hold itself out as having an exclusive relationship with any service subcontractor.