



LOUISIANA DEPARTMENT OF INSURANCE

JAMES J. DONELON  
COMMISSIONER

**CONSENT AGREEMENT**

BE IT KNOWN, on the date(s) below specified, came and appeared:

**Louisiana Department of Insurance**

**and**

**United Healthcare of Louisiana, Inc. (NAIC #95833)**

**and**

**OptumRx, Inc.**

The Louisiana Department of Insurance (hereinafter "LDI"), United Healthcare of Louisiana, Inc. (hereinafter "UHC-LA"), and OptumRx, Inc. (hereinafter "Optum") hereby enter the following consent, stipulation of facts and agreement, to wit:

United Healthcare of Louisiana, Inc. is a Health Maintenance Organization (NAIC Company Code 95833 and LDI No. 1500) licensed in the State of Louisiana since November 20, 1986, and the license is currently in active status. OptumRx, Inc. is a third-party administrator (LDI No. 8045) licensed in the State of Louisiana since May 20, 1998, and the license is currently in active status.

The LDI commenced a targeted Market Conduct Examination, pursuant to La. R.S. 22:1967 and La. R.S. 22:1981-1995, regarding UHC-LA and Optum's conduct of business for the period of January 1, 2013 through December 31, 2017. The examination disclosed violations of the following statutes:

Whereas La. R.S. 22:1856(C) provides:

C. Each remittance advice generated by a health insurance issuer or its agent to a pharmacist or his agent or pharmacy or its agent shall be sent on the date of payment and shall include the following information, clearly identified and totaled for each claim listed:

- (1) Unique enrollee or insured identification number.
- (2) Patient claim number or patient account number.
- (3) Date that the prescription was filled.
- (4) National Drug Code.
- (5) Quantity dispensed.
- (6) Price submitted to the health insurance issuer or its contractor.
- (7) Amount paid by the health insurance issuer or its contractor.
- (8) Dispensing fee.
- (9) Provider fee.
- (10) Taxes.

- (11) Enrollee or insured liability, specifying any coinsurance, deductible, copayment, or noncovered amount.
- (12) Any amount adjusted by the health insurance issuer or its contractor and the reason for adjustment.
- (13) Any other deduction or charge, listed separately.
- (14) Network identifier.<sup>1</sup>
- (15) A toll-free telephone number for assistance with the remittance advice.

Whereas La. R.S. 22:1865, at the time of the exam, provided in pertinent part:

- A. The pharmacy benefit manager shall provide a reasonable administrative appeal procedure to allow pharmacies to challenge maximum allowable costs for a specific NDC or NDCs as not meeting the requirements of this Subpart or being below the cost at which the pharmacy may obtain the NDC. Within seven business days after the applicable fill date, a pharmacy may file an appeal by following the appeal process a provided for in this Subpart. The pharmacy benefit manager shall respond to a challenge within seven business days after receipt of the challenge.<sup>2</sup>
- D. A violation of this Subpart shall be deemed an unfair or deceptive act and practice pursuant to R.S. 22:1961 et seq.

Whereas, UHC-LA and Optum promptly responded to all inquiries from the LDI. The violations of La. R.S. 22:1865 identified in the examination report had previously been self-identified by the company prior to the examination and had been fully corrected without LDI intervention.

Whereas, the LDI issued a Directive and Notice of Allegations and Misconduct based on the joint examination of UHC-LA and Optum on October 27, 2020. A response was received on November 24, 2020.

Whereas, nothing in this consent agreement shall be construed as an admission by UHC-LA or Optum, this consent agreement is part of a compromise to resolve disputed factual and legal allegations arising out of the above-referenced market conduct examination.

Now therefore, through their representatives signing below, LDI, UHC-LA and Optum have come together in this consent agreement to resolve the matter fully and address the violations described in the examination report issued March 4, 2020 and agree to the following:

- (1) UHC-LA and Optum acknowledge the foregoing examination results.
- (2) UHC-LA and Optum will continue to implement corrective action regarding remittance advice as described in their November 24, 2020 letter. UHC-LA and Optum agree to demonstrate compliance with La. R.S. 22:1856(C) by March 31, 2021.
- (3) THEREFORE, IT IS AGREED that UHC-LA and Optum shall jointly and severally be responsible to pay a fine of TWENTY-FIVE THOUSAND and 00/100 DOLLARS (\$25,000.00) for violations of the above cited statutes and to resolve this matter.

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<sup>1</sup> Effective January 1, 2017.

<sup>2</sup> La. R.S. 22:1865(A) was amended from (7) to (15) business days effective January 1, 2019.

- (4) UHC-LA and Optum hereby waive the right to a hearing on the violations and consent to said fine. IT IS FURTHER AGREED that said fine is due and payable immediately and shall be remitted no later than thirty days from the date of this agreement.

This consent agreement constitutes an administrative action which will be reported to the National Association of Insurance Commissioners, and UHC-LA and Optum may need to report this administrative action to other states in which they hold active licenses.

The consent agreement shall take effect upon the last date signed by all parties. The individuals signing below hereby represent and warrant that they are duly authorized to execute and deliver this consent agreement on behalf of the respective parties.

 Director of Regulatory Affairs 3/15/21  
Signature of UHC Regulatory Affairs Title Date


Lalosta Wix  
Printed Name of UHC Regulatory Affairs

 Chief Financial Officer 3/18/21  
Signature of UHC-LA Representative Title Date

Michael Balcer  
Printed Name of UHC-LA Representative

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Signature of OptumRx, Inc. Representative Title Date

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Printed Name of OptumRx, Inc. Representative

 Deputy Commissioner 3/30/2021  
Signature of LDI Representative Title Date

Matthew B. Stewart  
Printed Name of LDI Representative:



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