



RESPONSE TO RFP 300013043: Dental Benefit Program Management
Prepared by MCNA Insurance Company for the Louisiana Department of Health



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The data contained in **Attachment "Confidential Information"** have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the State of Louisiana shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the State of Louisiana's right to use or disclose data obtained from any source, including the Proposer, without restrictions.

Pursuant to [LA Rev Stat § 44:3.2 \(2017\)](#), MCNA Insurance Company claims as exempt from disclosure the following information as submitted in our response to RFP # 3000013043:

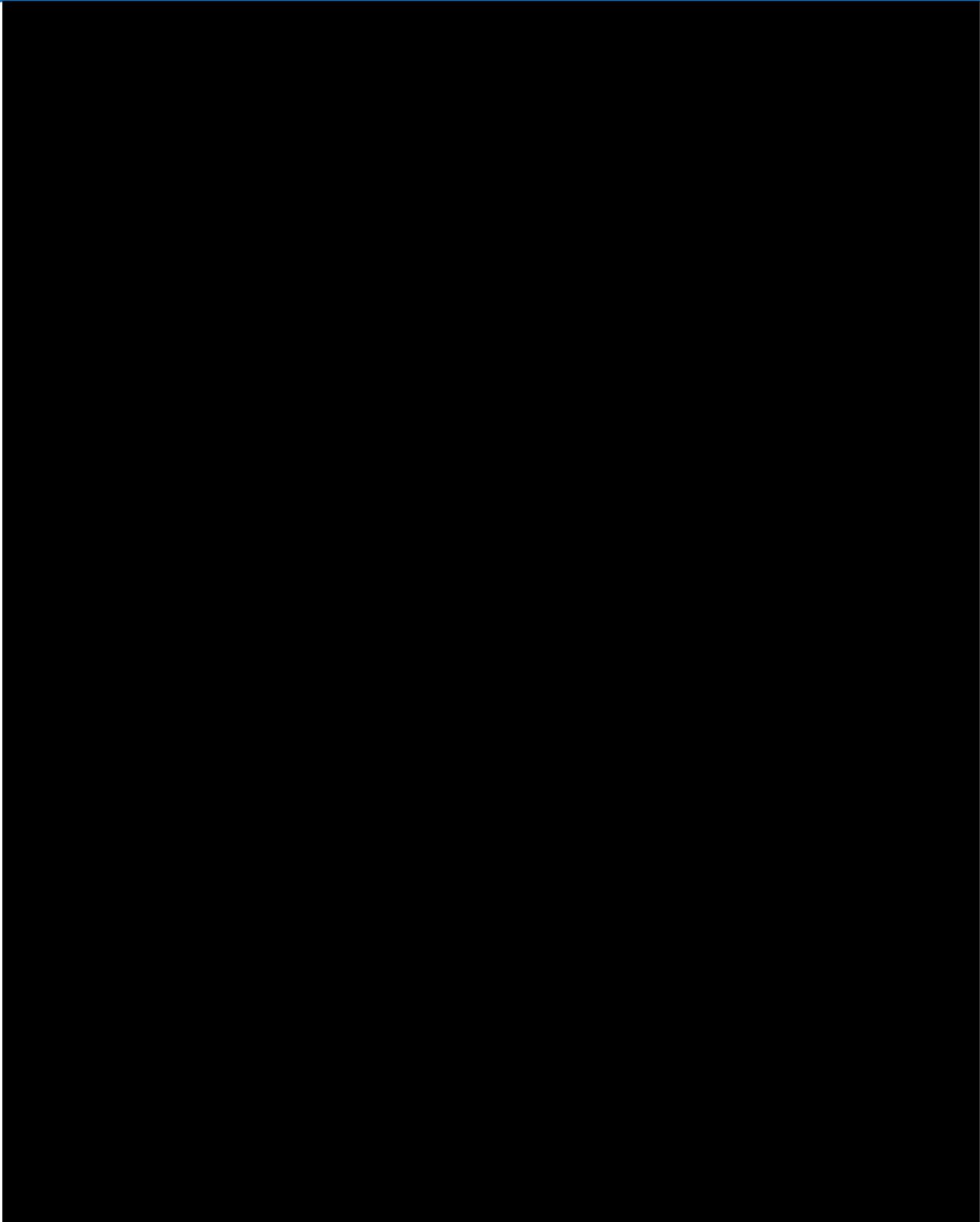
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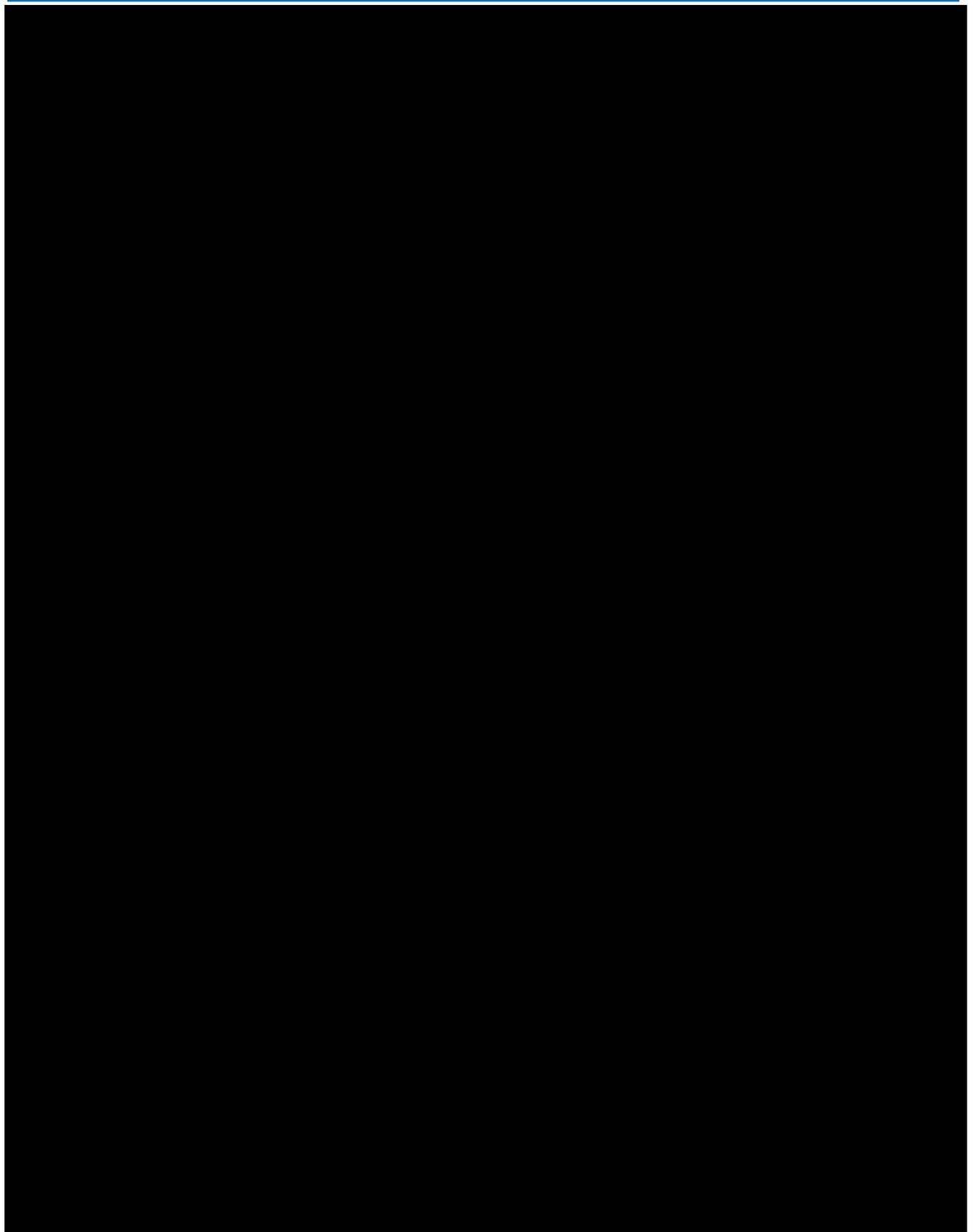
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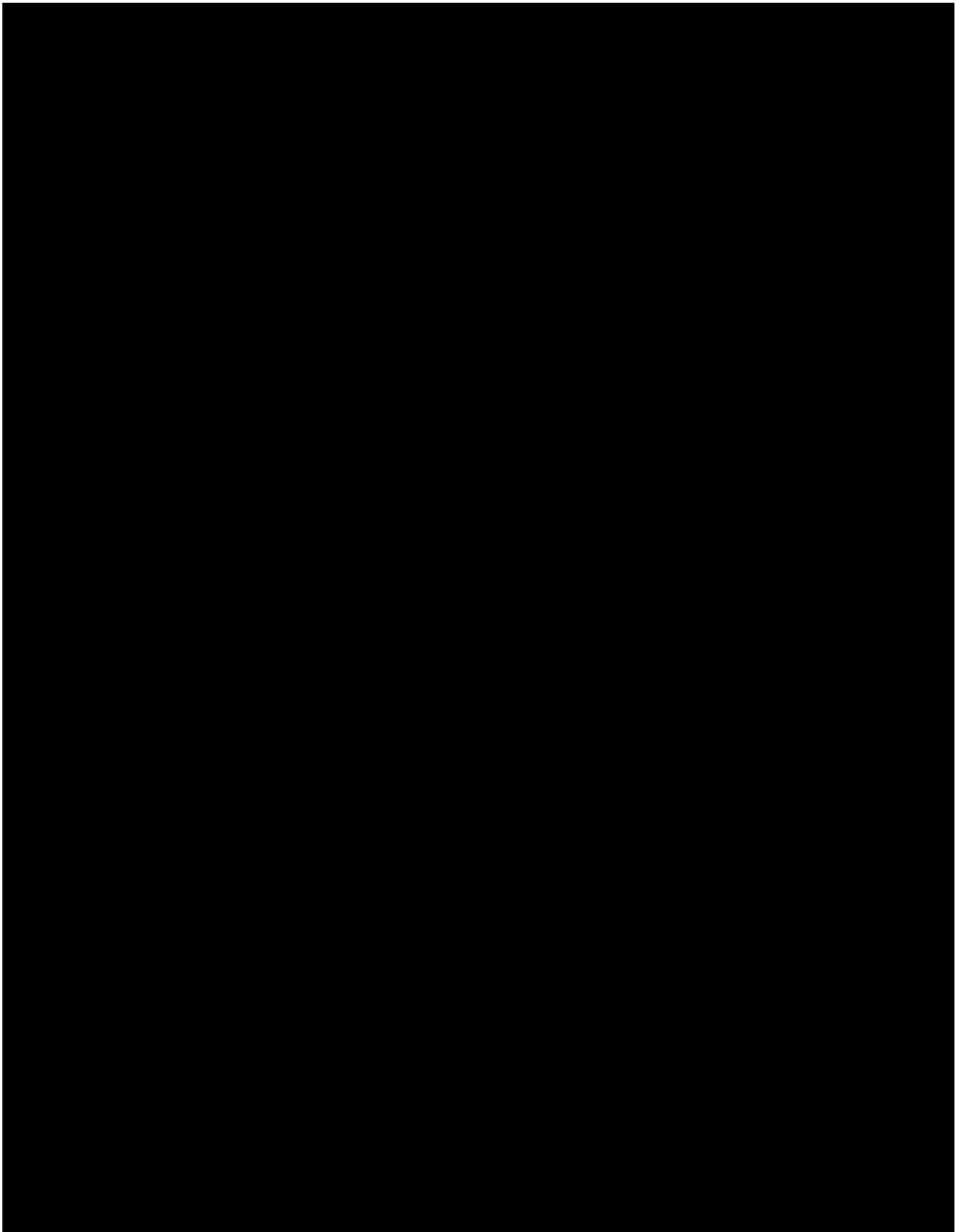
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Certification Statement	Confidential, non-public methodology for completing deliverables. Competitive differentiator. Confidential, non-public results that should be protected from competitors.
Financials	Confidential, non-public financial information. Competitive differentiator. Confidential, non-public results that should be protected from competitors.
Implementation Plan	Confidential, non-public methodology for completing deliverables. Competitive differentiator. Confidential, non-public results that should be protected from competitors.
Organizational Chart	Confidential, non-public methodology for completing deliverables. Competitive differentiator. Confidential, non-public results that should be protected from competitors.
Ownership Disclosure	Confidential, non-public financial and personnel information. Competitive differentiator. Confidential, non-public results that should be protected from competitors.
Required Information	Confidential, non-public methodology for completing deliverables. Competitive differentiator. Confidential, non-public results that should be protected from competitors.
Veteran Hudson	Confidential, non-public financial and personnel information. Competitive differentiator. Confidential, non-public results that should be protected from competitors.

2.15.4.1 – Cover Letter







2.15.4.2 – Table of Contents

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2.15.4.3 – Background and Experience

2.15.4.3.1 – Description of Company, Including History, Corporate Structure, and Years in Business

The MCNA family of companies has over 25 years of experience providing best-in-class dental benefits administration for our clients. Positive oral health outcomes for children and adults enrolled in state-sponsored Medicaid and CHIP programs are at the heart of MCNA's corporate mission. We are devoted to battling the silent epidemic of preventable oral disease in children and adults.

The MCNA Organization (“MCNA”) was founded by Dr. Jeffrey P. Feingold, who has made finding ways to reach out and treat children and adults in underserved areas a priority throughout his career. Through his leadership, MCNA has achieved a track record of success in delivering service excellence for our members, providers, and state partners.

The Proposer, **MCNA Insurance Company**, was chartered as a Texas accident and health insurer in 2011 and licensed by the Louisiana Department of Insurance in 2012. Our Louisiana operation is headquartered in Metairie, and we employ a diverse workforce.

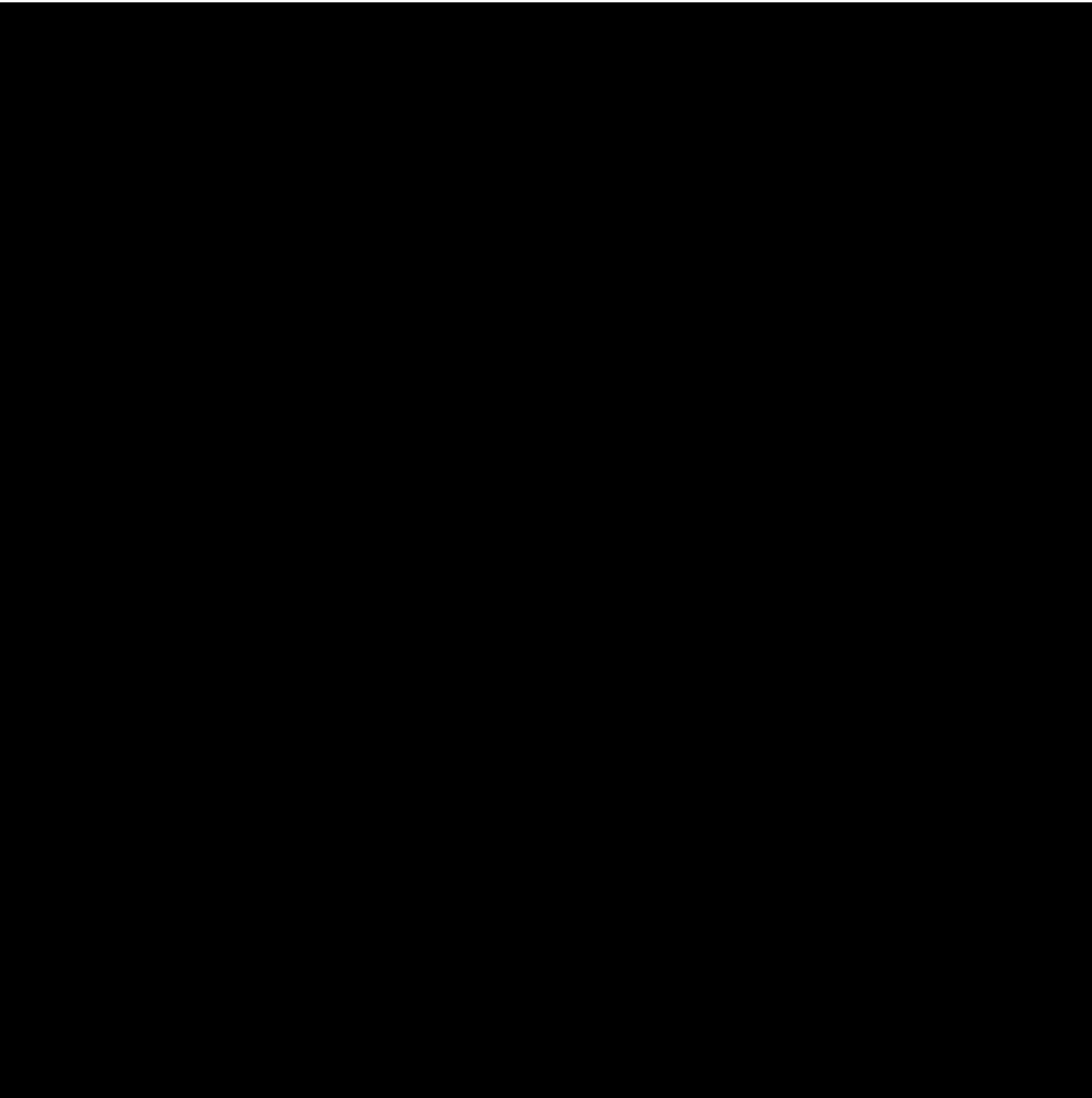
As a partner to LDH, we have extensive experience providing medically necessary covered dental services throughout Louisiana. MCNA has been administering dental benefits statewide for the State’s Medicaid and CHIP program on a full-risk, capitated basis since July 1, 2014. Our emphasis on building trusting relationships and maintaining high rates of provider satisfaction has allowed us to build **a statewide network of over 1,000 fully-contracted and credentialed Medicaid and CHIP providers**. This robust provider network, coupled with the best practices we have developed as the nation’s leading Medicaid and CHIP dental managed care plan, position us to continue to improve, strengthen, and expand our services throughout Louisiana for years to come.

2.15.4.3.2 – NCQA and URAC Accreditation

MCNA Insurance Company, the Proposer, and our affiliate third-party administrator, Managed Care of North America, Inc., have both achieved the distinction of becoming the first dental plans in the country to be awarded **full URAC Dental Plan Accreditation** in 2014. This achievement is part of our ongoing effort to ensure exceptional services that meet all industry standards of care. Both companies recently underwent URAC reaccreditation and were once again awarded full Dental Plan Accreditation effective through December 2020. Additionally, Managed Care of North America, Inc., has been accredited by the **National Committee for Quality Assurance (NCQA)** for credentialing and recredentialing since 2011.



2.15.4.3.3 – Mandatory and Preferred Qualifications



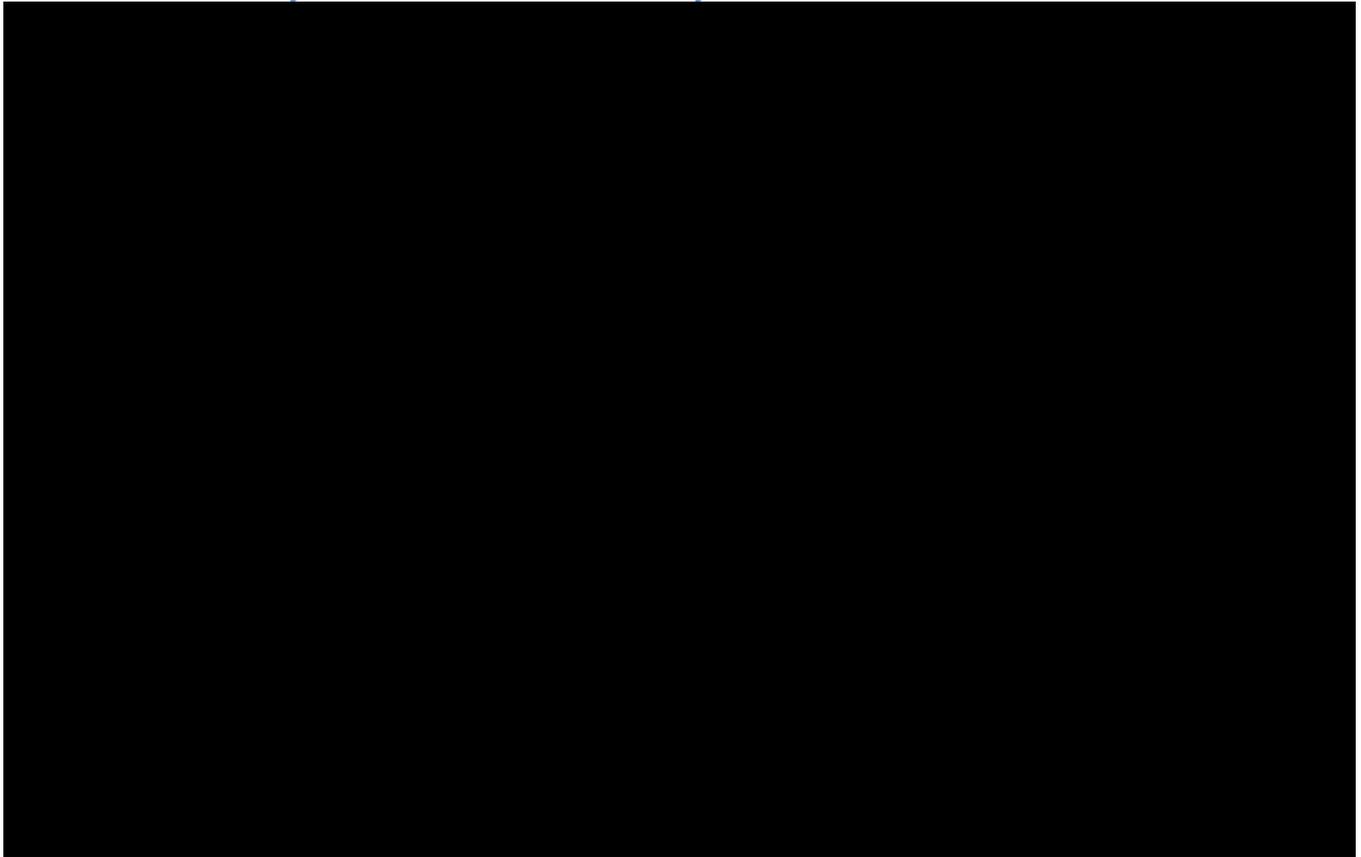
2.15.4.3.4 through 2.15.4.3.5 – Regulatory Actions, Sanctions, and Fines, and Litigation Related to the Delivery of Medicaid Benefits

MCNA is deeply committed to the pursuit of timely and accurate performance of our contract requirements. Please see **Attachment “Required Information”** for information about regulatory actions, sanctions, fines, and litigation related to the delivery of Medicaid benefits.

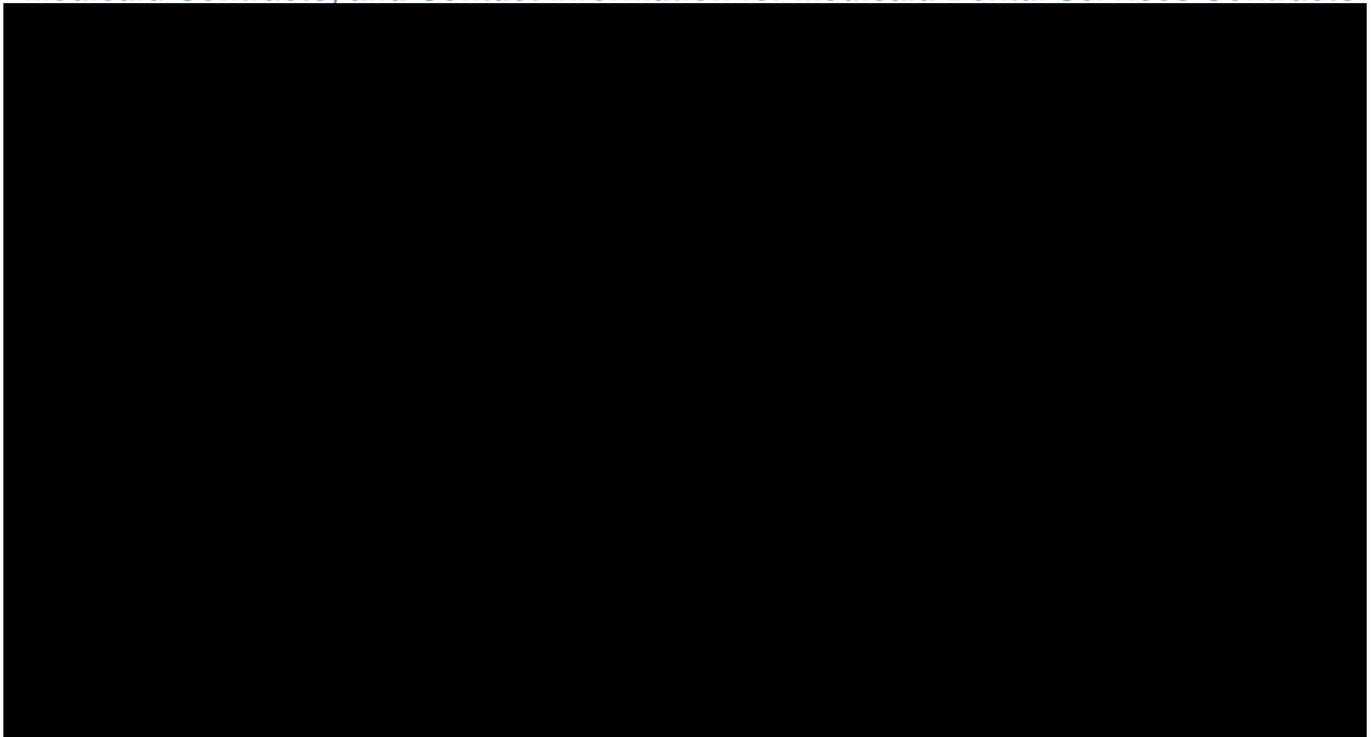
2.15.4.3.6 – Terminated Contracts

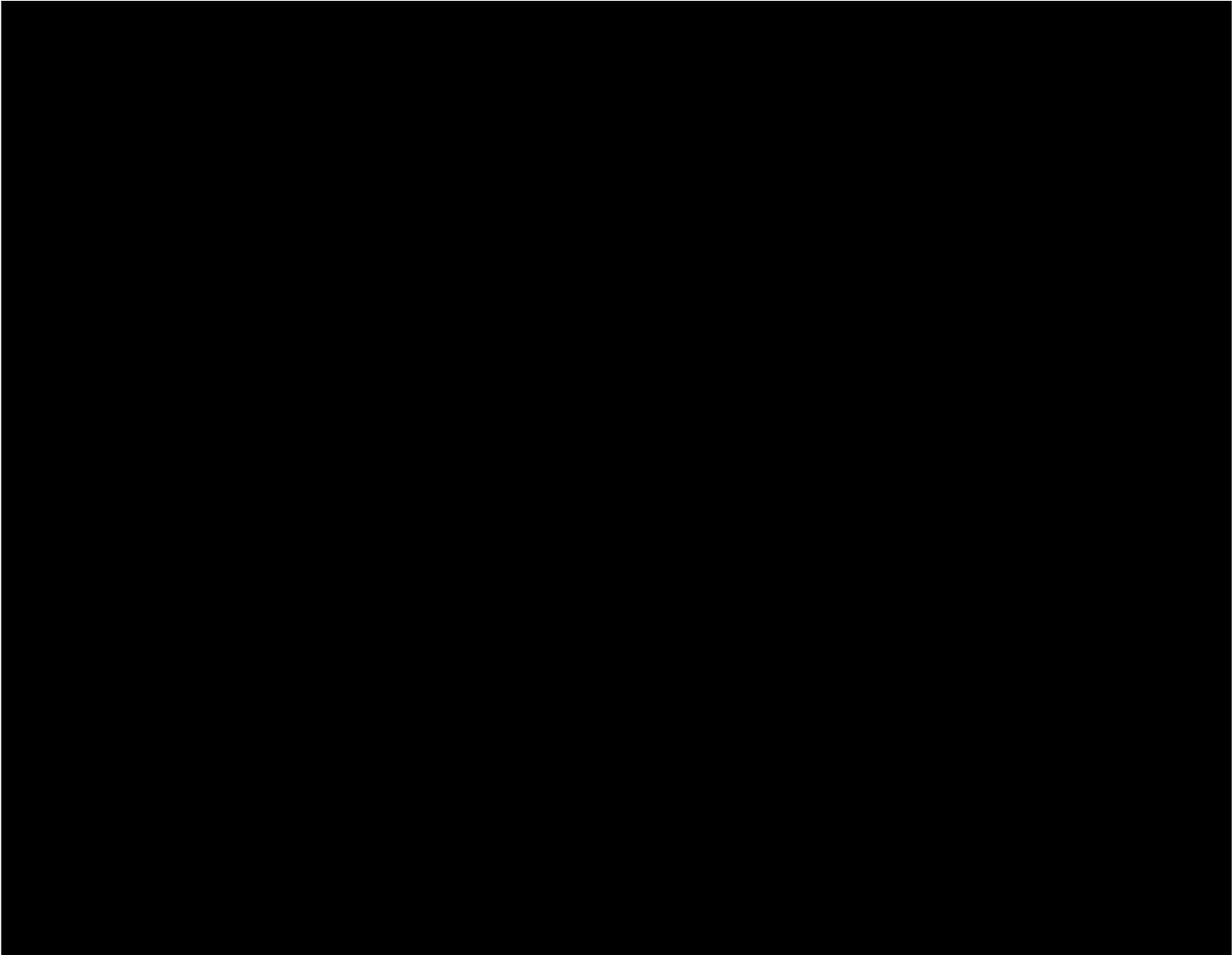
We have never had a contract terminated or not renewed for non-performance or poor performance. MCNA complies with all contract terms as defined in the RFP.

2.15.4.3.7 – Timely and Accurate Claims Payments to Providers

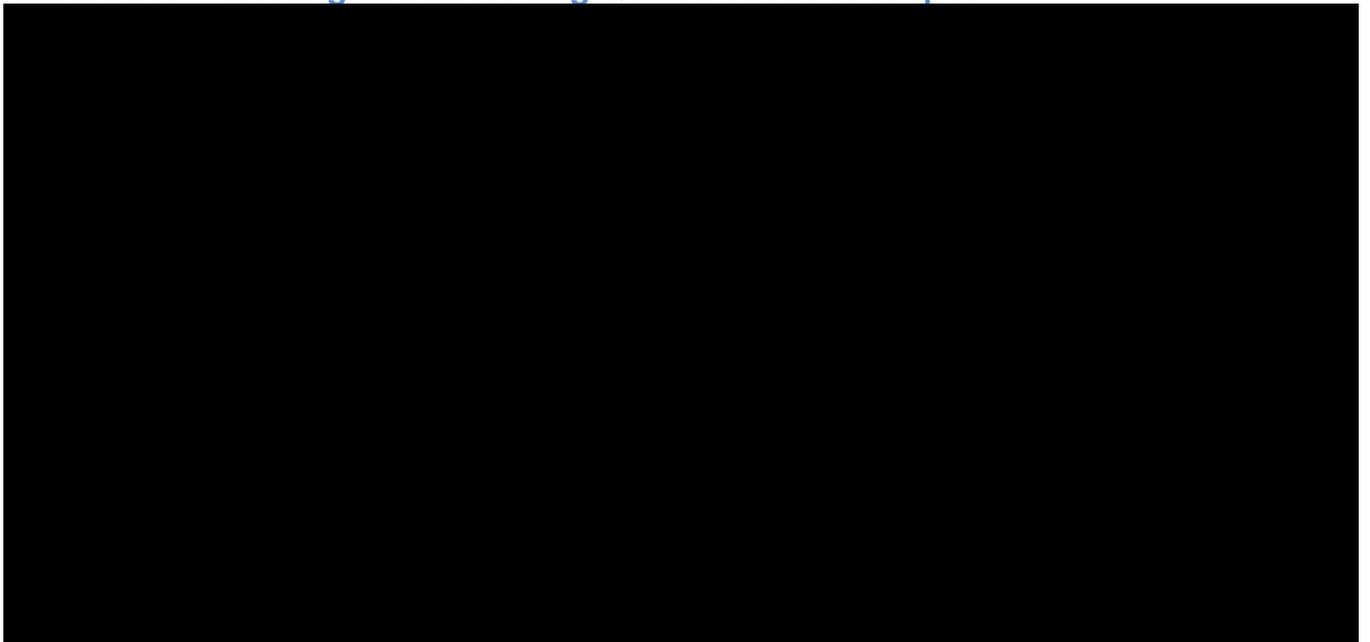


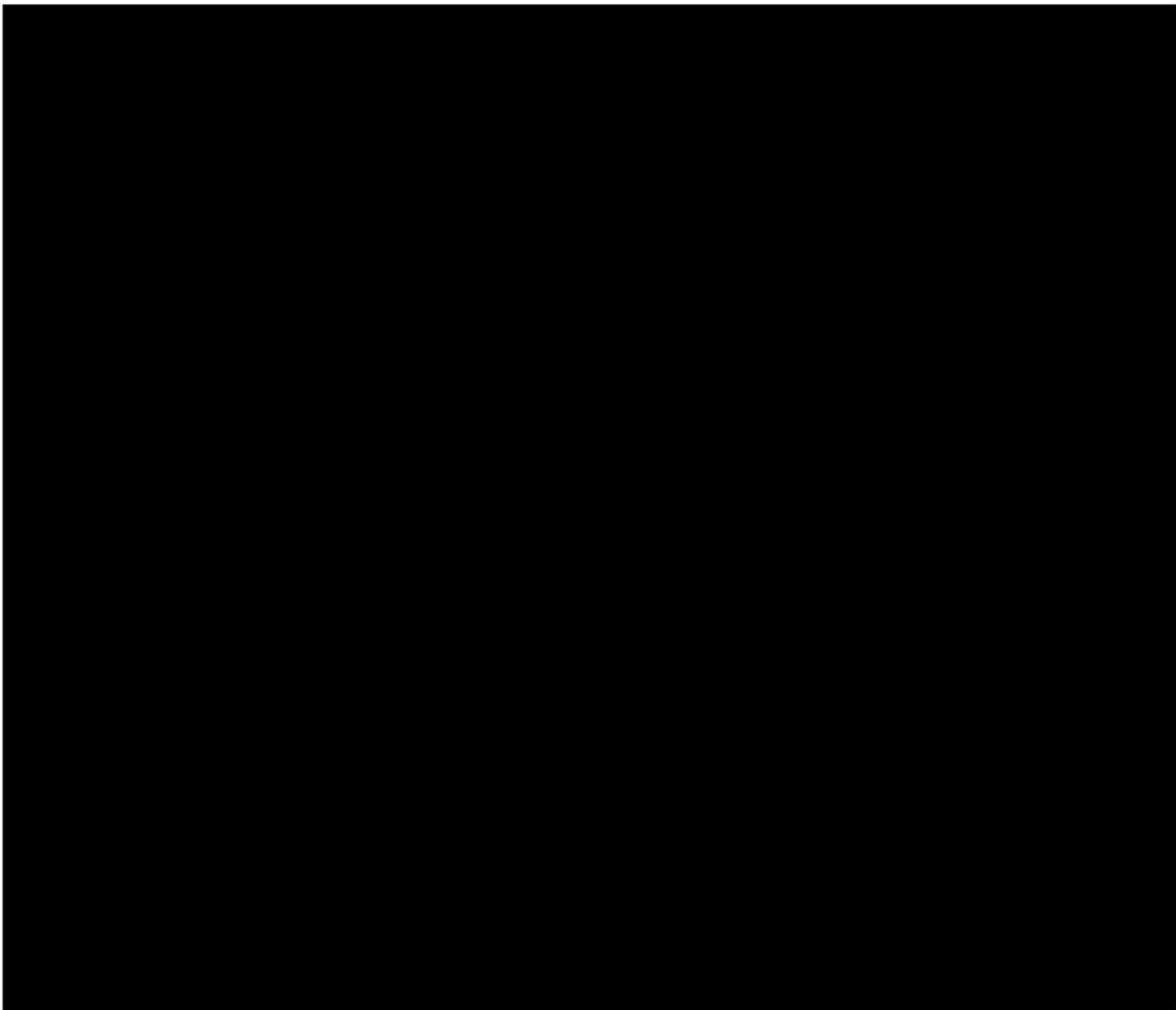
2.15.4.3.8 through 2.15.4.3.9 – Prior Experience in Implementing and Working on Medicaid Contracts, and Contact Information for Medicaid Dental Services Contracts





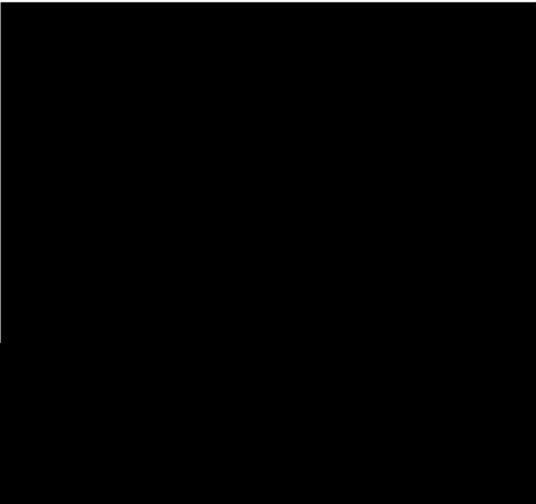
2.15.4.3.10 – Meeting and Exceeding Qualifications to Propose





2.15.4.3.11 – History of Provider Network Adequacy

MCNA ensures our members have access to comprehensive statewide provider networks in all states we serve. Our provider network development and management approach is based on our experience collaborating with providers, dental schools, community leaders, and advocacy groups one-on-one in their communities. MCNA also uses feedback from our members and their families to create network solutions to address challenges and barriers to dental care. Building our network strategies around this feedback creates a strong foundation for the sustainable success of our networks.



2.15.4.3 – Background and Experience

Please see our response to Section 6.6 for additional information on our proven process. The following are examples of MCNA’s ability to deliver a robust provider network to serve our members.

Louisiana Network Success Story

Under the state fee-for-service system, Louisiana had approximately 600 providers who routinely treated participants in the Medicaid and CHIP programs. MCNA was able to recruit over 800 providers statewide by the go-live date of July 1, 2014, of which over 200 were new providers who had previously chosen not to participate in the Medicaid and CHIP programs. Today, we have a network of over 1,000 providers in both rural and urban areas providing high quality dental care to our 1.5 million Medicaid and CHIP members.

Texas Network Success Story

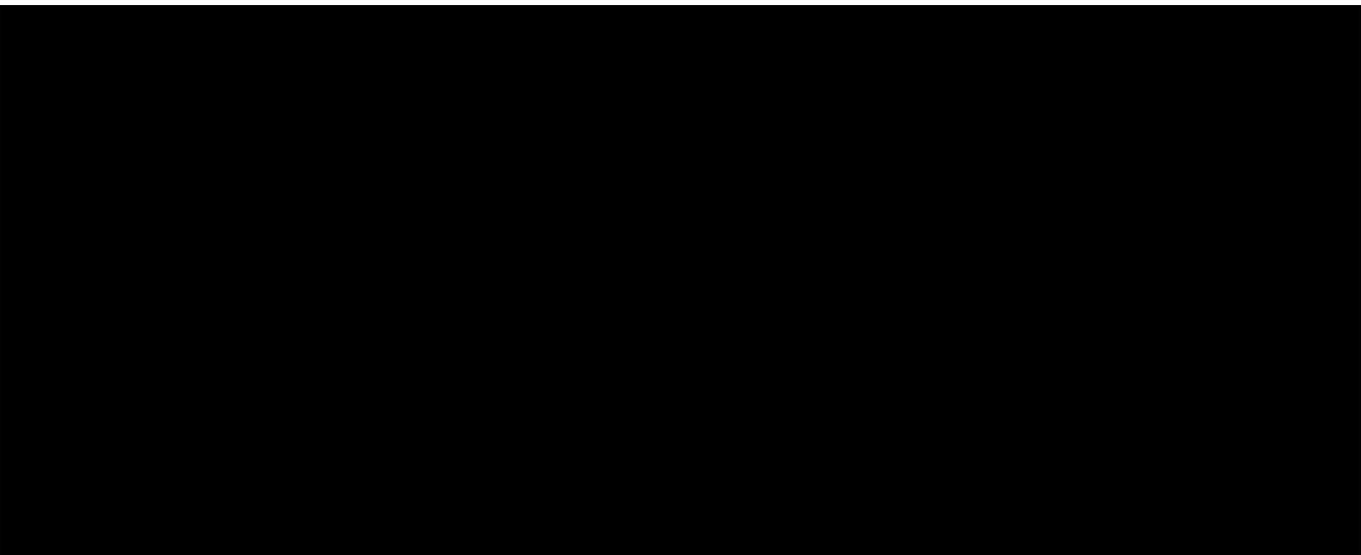
Prior to moving to dental managed care, the State of Texas had approximately 2,500 actively participating providers who routinely provided services to children in the Medicaid and CHIP programs. Since program inception, MCNA has recruited over 3,500 additional providers into our fully compliant network, bringing our total to over 6,000 dentists serving our 1.5 million Medicaid and CHIP members. Over 98% of our providers statewide have an open panel (accepting new patients). Our strong network capacity enabled MCNA to seamlessly transition 500,000 Delta Dental Insurance Company enrollees into our plan within 30 days, after that plan exited the program only 9 months into the contract.

Idaho Network Success Story

Prior to partnering with MCNA, Idaho had 391 Medicaid dentists in DentaQuest’s network. MCNA was able to recruit, credential, and contract with over 475 dentists in the four months between contract award and go-live to serve our nearly 300,000 Idaho Medicaid and CHIP members. As of June 2019, we have 631 dental providers serving Idaho enrollees. Our network is 61% larger than the prior plan and includes many dentists and dental specialists who had not previously participated in the Medicaid program during their careers. These providers were attracted to participate in the program by the technology enhancements MCNA offered and our demonstrated commitment to provider training and customer service.

2.15.4.3.12 – Achieving High Provider Satisfaction

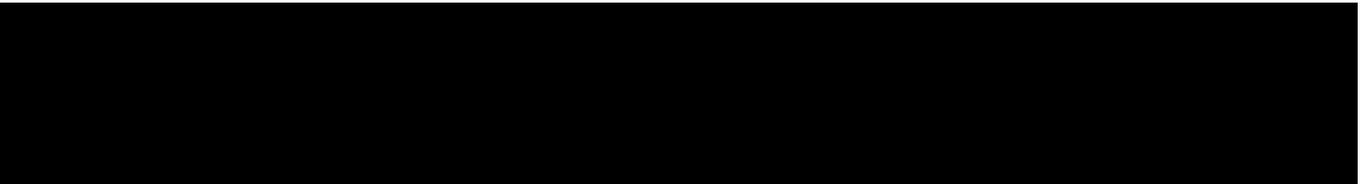
MCNA values our network providers and our high retention rates illustrate the satisfaction level that we promote. We measure provider satisfaction through surveys, and tracking and trending of complaints, grievances, and appeals. Surveys are conducted throughout the year as a mechanism to ensure accurate feedback that is not skewed by seasonality factors. Our Provider Relations Department analyzes survey, complaint, grievance, and appeal data to identify trends and develop interventions designed to improve provider satisfaction. The results are incorporated into our ongoing quality improvement efforts and provider training materials.



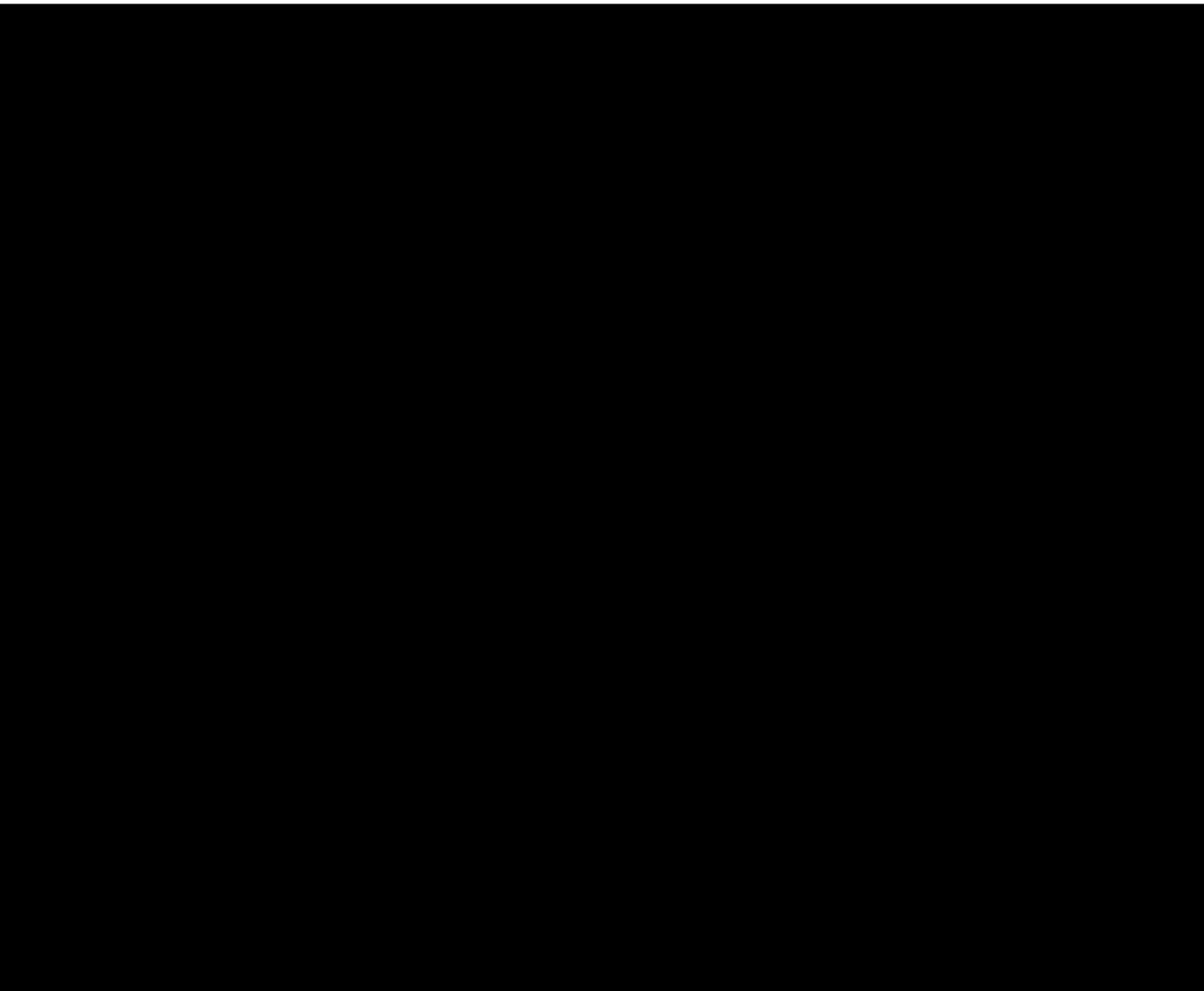
2.15.4.3 – Background and Experience

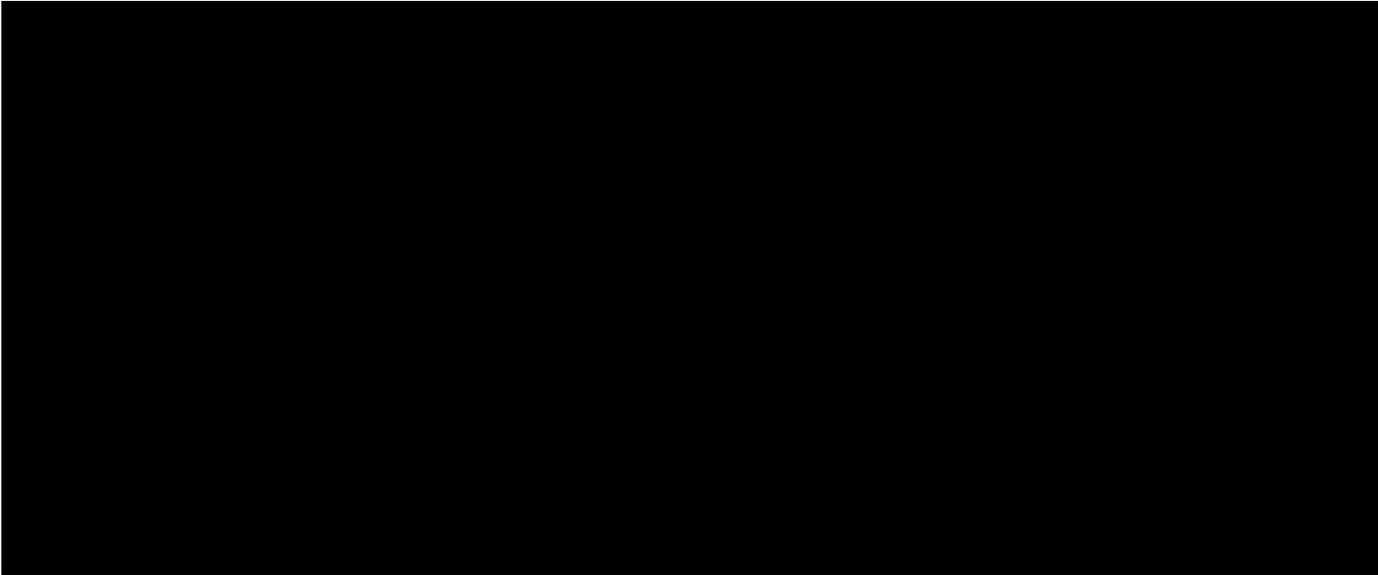
2.15.4.3.13 – History of Meeting Medicaid Dental Performance Measures

MCNA’s commitment to meet and exceed the performance standards set forth in this RFP begins with highly trained personnel who oversee each operational area of MCNA. Our team is already fully trained on all Louisiana program components, including eligible populations, covered services and limitations, and all service level goals and requirements. MCNA has consistently met our service level metrics in every state we serve. Our protocols and results are described throughout our response to this RFP.

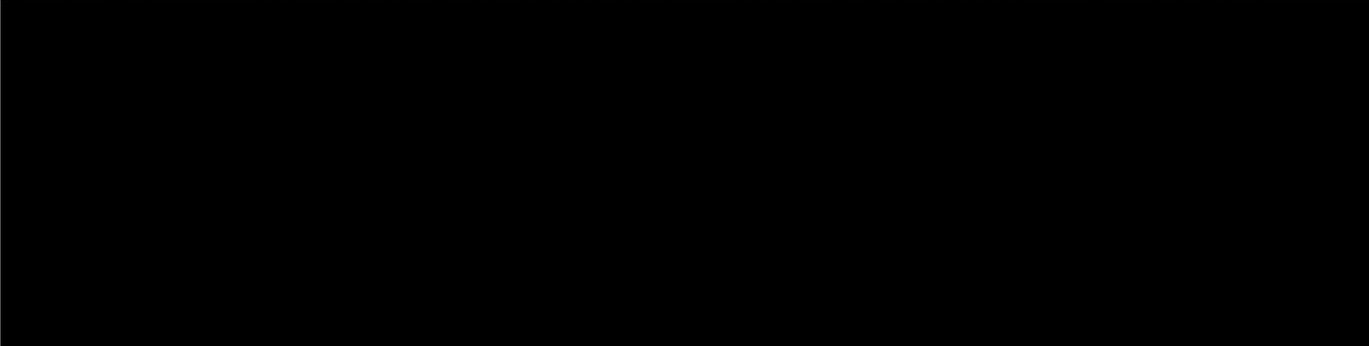


Throughout our over five-year history serving Louisiana Medicaid and CHIP members, we have developed a superb approach to authorizing, arranging, coordinating, and providing the full spectrum of Medically Necessary Covered Dental Services as required under our current contract and this RFP. MCNA provides Covered Dental Services to all dental members beginning on their date of enrollment regardless of pre-existing conditions, prior diagnosis, or for any other reason, subject to LDH-prescribed and approved benefit limitations.

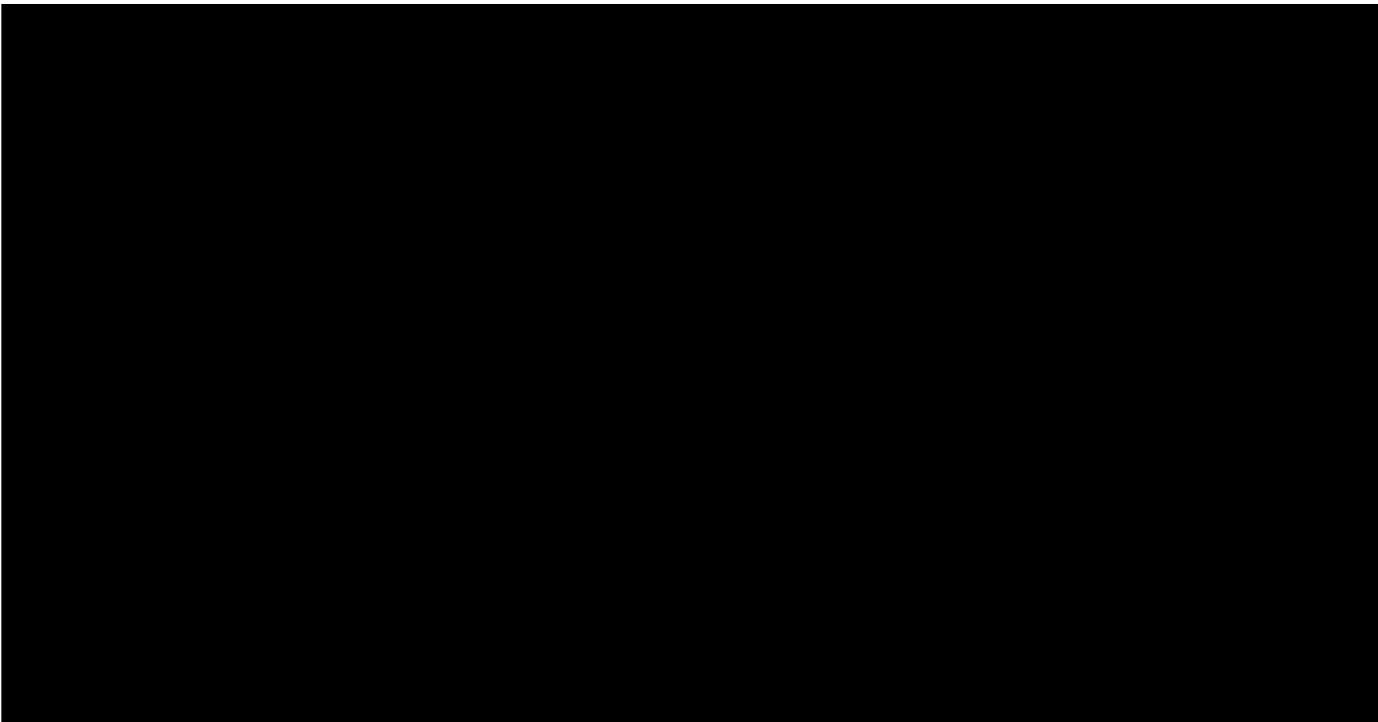


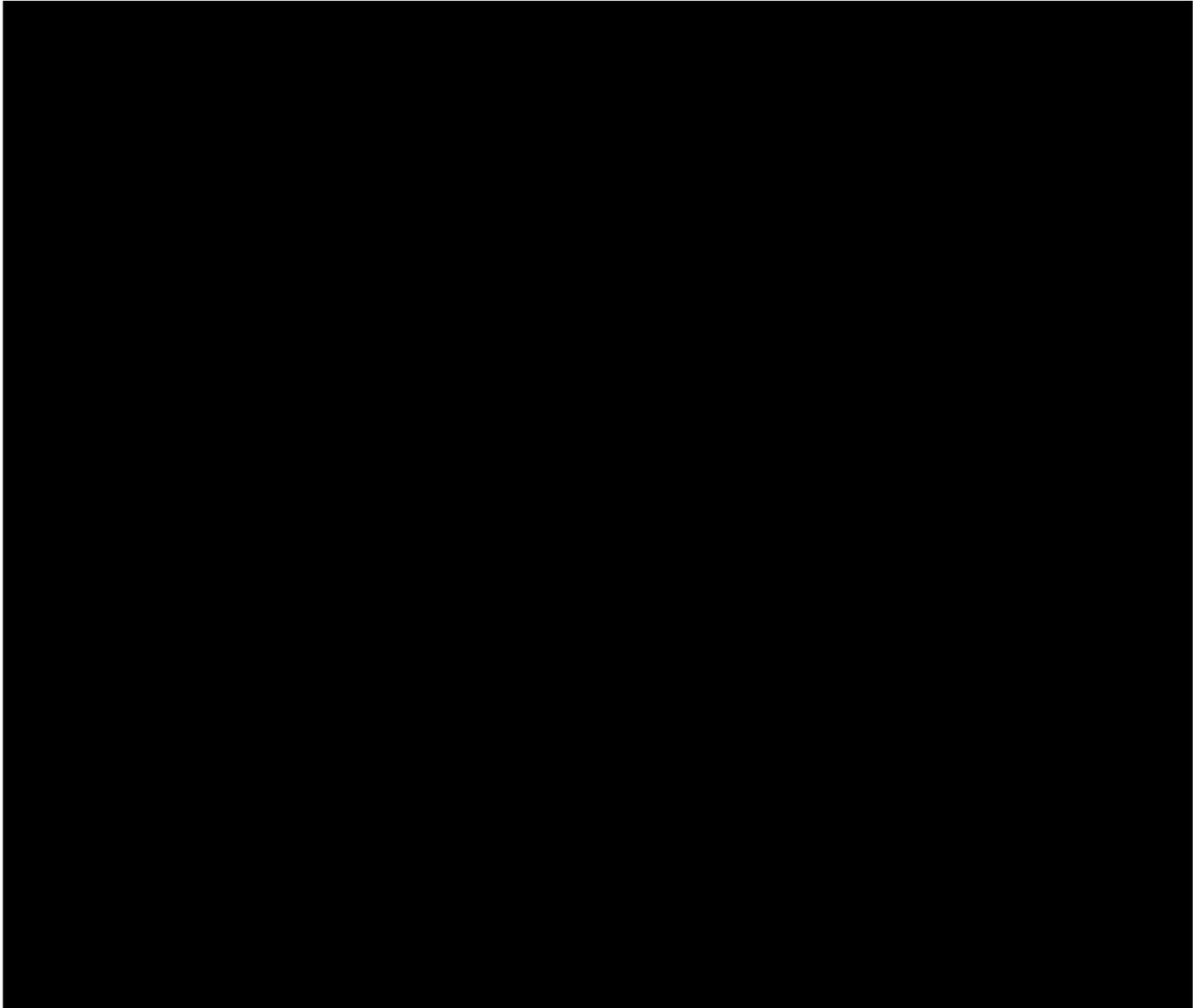


2.15.4.3.14 – Proven Record for Successfully Resolving Disputes with Providers

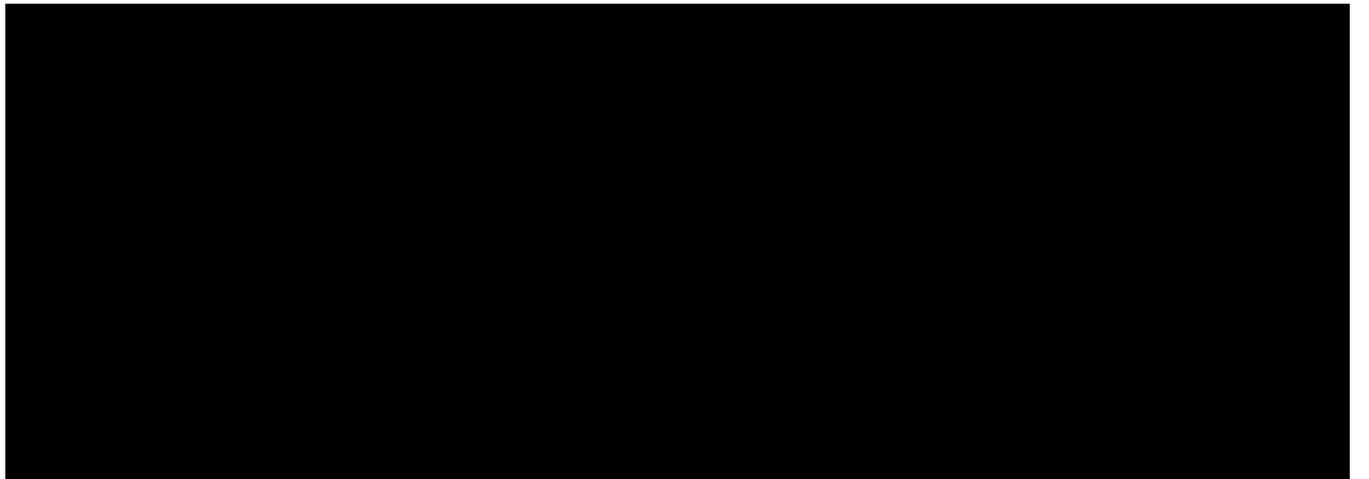


2.15.4.3.15 – MCNA’s Administrative and Functional Capacity





Our Louisiana-based leadership team is supported by staff in Texas and Florida to ensure a seamless operation. All locations utilize MCNA's secure, cloud-based Management Information System, DentalTrac™, to enable communication and ensure accurate data.



2.15.4.4 – Approach to Scope of Services

6.1 – Dental Benefit Program Requirements

6.1.1 – Providing High-Quality Covered Dental Benefits and Services

MCNA provides our members, at a minimum, those covered dental benefits and services specified in the contract and as defined in the Louisiana Medicaid State Plan, and administrative rules. We have served this population since July 1, 2014, and have met all operational service metrics throughout the life of the contract. Based on our history and experience in Louisiana and seven other states across the nation where we provide Medicaid dental benefits and services, our company possesses the expertise and resources to ensure the delivery of quality services to members in accordance with Louisiana Medicaid program standards and prevailing dental community standards.

6.1.2 – Promoting Cultural Competency

MCNA is committed to providing culturally competent care to our Louisiana Medicaid and CHIP members. Our staff is drawn from the diverse communities we serve, embodying MCNA's commitment to reducing health disparities through the provision of culturally sensitive care. Our dedication begins at the very highest level of our organization, supporting the delivery of culturally competent services to people of all cultures, races, ethnic backgrounds, languages, communication needs, religions, as well as those with disabilities in a manner that recognizes the worth and dignity of each individual. Our Cultural Competency Plan, training, and educational materials adhere to all Louisiana Department of Health (LDH) cultural competency requirements and U.S. Department of Health and Human Services, Office of Minority Health, Culturally and Linguistically Appropriate Services (CLAS) standards. We will continue to participate in LDH's efforts to promote the delivery of services in a culturally competent manner to all members.

6.1.3 – Submission of Cultural Competency Plan

We will submit our written Cultural Competency Plan to LDH during readiness review together with any modifications and amendments for approval prior to implementation. We will also complete an annual evaluation of the Cultural Competency Plan through member satisfaction surveys, outcomes for certain cultural groups, member grievances and appeals, provider feedback, and employee surveys. MCNA will track and trend any issues identified in the evaluation and implement interventions to improve the provision of culturally competent services.

6.1.4 – Confidentiality

MCNA prioritizes the privacy and security of our members and providers. We enforce policies and procedures to protect member and provider information, combat security breaches, and protect confidential information, including measures for data handling by employees and systems. Our internal security meets and exceeds the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy and Security Standards and all RFP requirements, as detailed in our response to Section 6.13. MCNA privacy, security, and confidentiality controls and policies and procedures are regularly audited as part of our **Service Organization Control (SOC) 2 Type 2 compliance**. MCNA does not use any information obtained in any manner except as necessary for the proper discharge of our obligations under the contract.



In compliance with HIPAA requirements, including 45 CFR § 164.520, MCNA has developed a privacy notice that explains in plain English the rights of individuals with respect to their personal health information and MCNA's privacy practices. We send our Notice of Privacy Practices to members in their New Member Welcome Packet and publish it on our website.

2.15.4.4 – Approach to Scope of Services

All MCNA employees receive annual training on HIPAA privacy and security requirements. Employees are obligated to make an accurate report of any suspected or actual security or HIPAA violation. In the event of a breach of any state or federal laws, our Louisiana Compliance Officer, Yvette Rowan, will notify LDH and other required parties in accordance with 45 CFR § 164 Subpart D and the Louisiana Database Security Breach Notification Law. Within 24 hours of discovery, we will submit a preliminary report of the incident to LDH.

MCNA’s commitment to protecting our members’ privacy is further reinforced through capabilities in our management information system, DentalTrac™. Our system contains security and controls to ensure users cannot access functionality or data outside of their scope and roles. For over 5 years, DentalTrac™ has allowed us to deliver superb results for the Louisiana Medicaid and CHIP dental program while ensuring strict adherence to our confidentiality standards.

6.1.5 – Required Document Submission

Since we began serving Louisianans in 2014, MCNA has worked closely with LDH to ensure our policies and procedures and documentation meet the Department’s requirements. We have developed and maintain comprehensive, LDH-approved policies and procedures for all core plan functions.

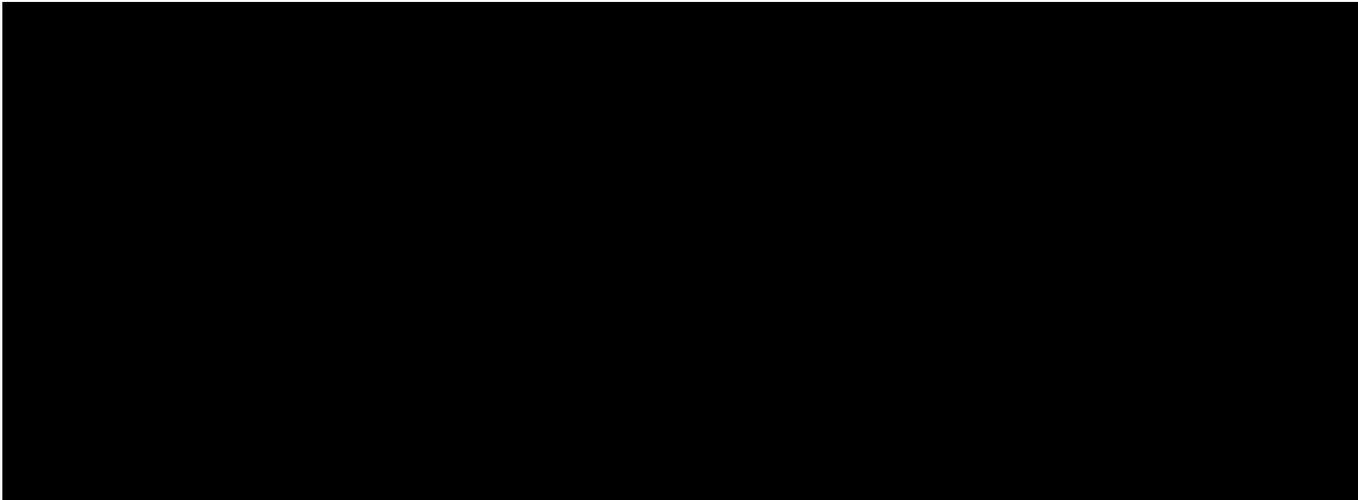
MCNA will continue to comply with reporting and documentation submission requirements. If changes to MCNA’s policies and procedures are expected to impact provider payment, network adequacy, or member services, MCNA will submit those changes to LDH in writing at least 60 calendar days prior to implementation. Our policies and procedures detail methods for educating both providers and members about these changes.

In accordance with 42 CFR § 438.207, MCNA will submit documentation demonstrating the adequacy of capacity and services we provide to our Louisiana members in the format and intervals specified by the State, but no less frequently than (1) when the contract begins, (2) annually, and (3) any time there has been a significant change in MCNA’s operations that would impact the adequacy of capacity and services.

6.1.6 – Communication with LDH

MCNA values our ongoing partnership with LDH. Dr. David McKeon, our Louisiana CEO, will ensure that MCNA continues to acknowledge all inquiries by the next business day and provides a resolution, or process for resolution, within 24 hours.

6.3 – Eligibility and Enrollment





6.3.1 – Mandatory Populations

MCNA currently serves all eligible Louisiana Medicaid enrollees in Group A, Medicaid beneficiaries who are under twenty-one (21) years of age, and Group B, Medicaid beneficiaries who are twenty-one (21) years of age and older and whose Medicaid coverage includes the full range of Medicaid services.

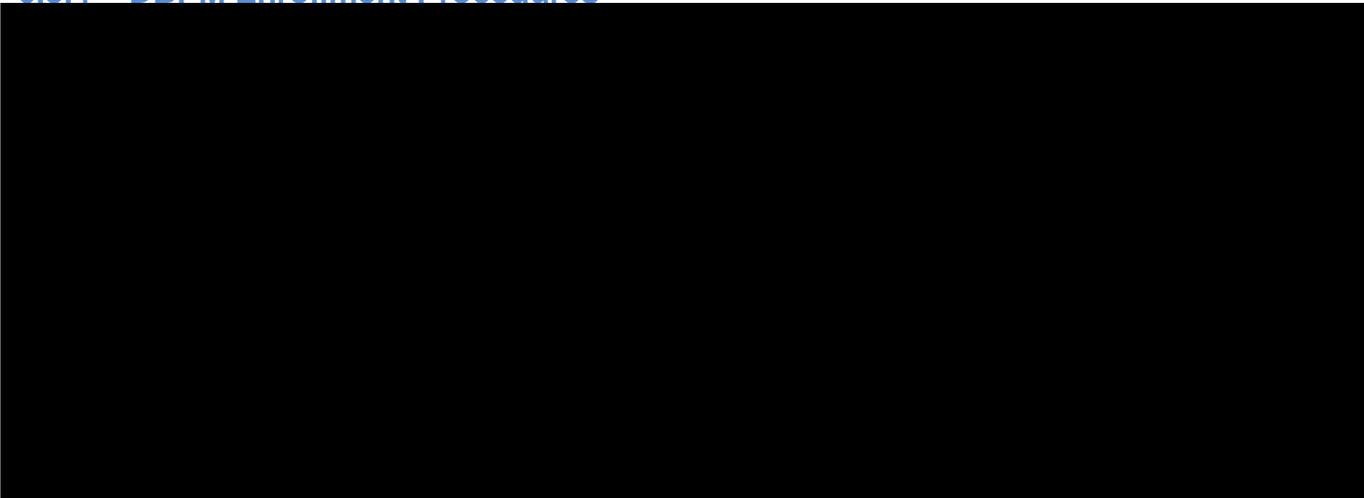
6.3.2 – Excluded Populations

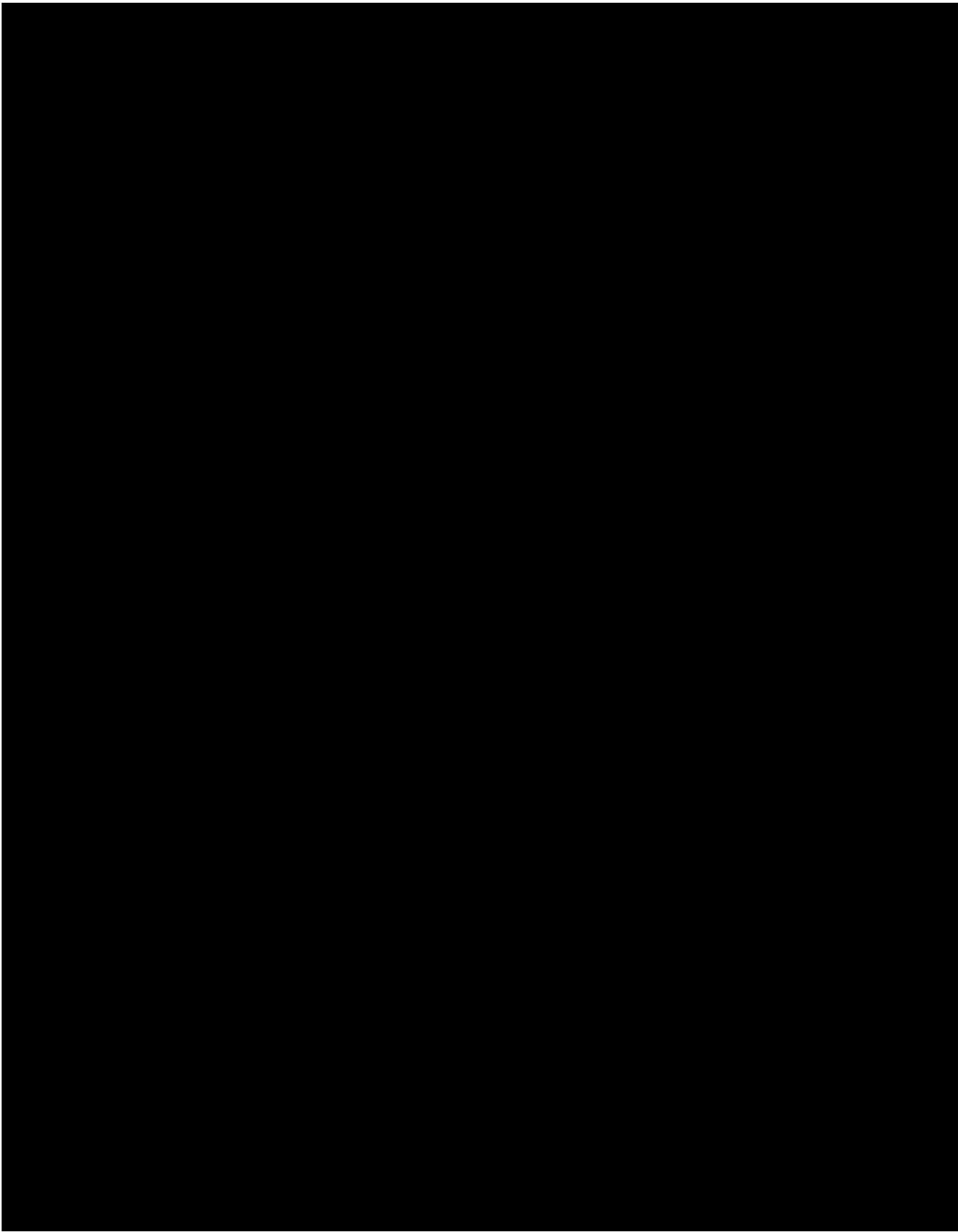
We understand and acknowledge that individuals who are twenty-one (21) years of age and older that are certified in the following Medicaid programs are not eligible to enroll in the Dental Benefit Program: Qualified Medicare Beneficiary (QMB) only, Specified Low-Income Medicaid Beneficiary (SLMB), Qualified Individual (QI 1), Long Term Care (LTC) Co-Insurance, PACE, Take Charge Plus, and Family Planning.

6.3.3 – Changes to Population Groups

MCNA understands that LDH may add delete, or otherwise change mandatory, voluntary opt-out, voluntary opt-in, and excluded population groups and amend the Contract as necessary. We agree to comply and coordinate with LDH to ensure all eligible populations are covered when changes are made and the contract is amended.

6.3.4 – DBPM Enrollment Procedures





6.3.5 – Suspension of and/or Limits on Enrollments

MCNA accepts all Medicaid enrollees as members in the order in which they are submitted by the LDH enrollment broker. MCNA shall identify the maximum number of members it is able to enroll and maintain under the Contract, and acknowledges LDH's right to approve or deny the maximum number submitted by MCNA based on LDH's own determination of the adequacy of MCNA's capacity. We will submit a quarterly update of the maximum number of members, track slot availability, and notify LDH's enrollment broker when filled slots are within ninety percent (90%) of capacity. MCNA understands and acknowledges that if enrollment levels reach ninety-five percent (95%) of capacity, LDH will cease automatically assigning Medicaid eligibles, and in the event that MCNA's enrollment reaches sixty percent (60%) of the total enrollment in the state, MCNA will not receive additional members through the automatic assignment algorithm.

6.3.6 – Change in Status

MCNA routinely reports changes in demographic information or living arrangements for families or individual enrollees to LDH within five (5) business days of discovery. The types of changes we report include changes in mailing address, residential address, e-mail address, and telephone number. We also submit notifications to LDH for other known changes in status which may affect eligibility for participation in Medicaid including, but not limited, death, admission to intermediate care facility for people with developmental disabilities for enrollees age twenty-one (21) and over, and entry into involuntary custody or incarceration, in the manner and format determined by LDH.

6.3.7 – Disenrollment

MCNA is committed to ensuring all Louisiana Medicaid members have full access to covered services for the duration that they are enrolled with us. We partner with social and civic groups, resident associations, and other community-based organizations to proactively outreach to our members and offer them information about and assistance with accessing dental care and services. Our approach to outreach is designed to connect with members in a positive manner to increase their satisfaction with the plan and reduce the occurrence of voluntary disenrollment requests. If a member is disenrolled from MCNA, we continue to provide covered services and all other services required under the Contract to that member up to 12:00 a.m. of the day after the effective date of disenrollment.

We understand and acknowledge that a member may request disenrollment from MCNA for cause or without cause, under the circumstances stated in this RFP. We also understand and acknowledge that MCNA may request involuntary disenrollment of a member if his or her utilization of services constitutes fraud, waste, and/or abuse such as misusing or loaning their member ID card to another person to obtain services. MCNA will not request disenrollment because of an adverse change in physical or mental health status or because of the member's health diagnosis, utilization of medical services, diminished mental

2.15.4.4 – Approach to Scope of Services

capacity, preexisting medical condition, refusal of medical care or diagnostic testing, attempt to exercise his or her rights under MCNA's grievance system, or attempt to exercise his or her right to change, for cause, the primary care provider that he or she has chosen or been assigned. MCNA will not request disenrollment because of a member's uncooperative or disruptive behavior resulting from his or her special needs, except when his or her continued enrollment seriously impairs our ability to furnish services to that member or another member.

In such case that MCNA requests the involuntary disenrollment of a member under the circumstances outlined in Section 6.3.7.3, we will report the event to LDH and the Medicaid Fraud Control Unit, and will submit the disenrollment request to the enrollment broker in the format and manner to be determined by LDH. All involuntary disenrollment documents will be maintained within the member's record in DentalTrac™.

When LDH approves a request for involuntary disenrollment, MCNA will notify the member in writing in a notice that includes:

- The reason for the disenrollment;
- The effective date;
- An instruction that the member choose a new DBPM; and
- A statement that if the member disagrees with the decision to disenroll, the member has a right to submit a request for a State Fair Hearing.

MCNA will continue to provide covered services to the member until the member is disenrolled by the enrollment broker. MCNA will work with LDH and its enrollment broker to reconcile enrollment and/or disenrollment issues at the end of each month utilizing an agreed-upon procedure.

6.3.8 – Enrollment and Disenrollment Updates

We understand and acknowledge that LDH's enrollment broker will notify MCNA each month of the Medicaid beneficiaries that are enrolled, re-enrolled, or disenrolled from our plan the following month. We will work with LDH to correct any discrepancies regarding enrollment, disenrollment and/or termination, and we acknowledge that LDH's decision is final.

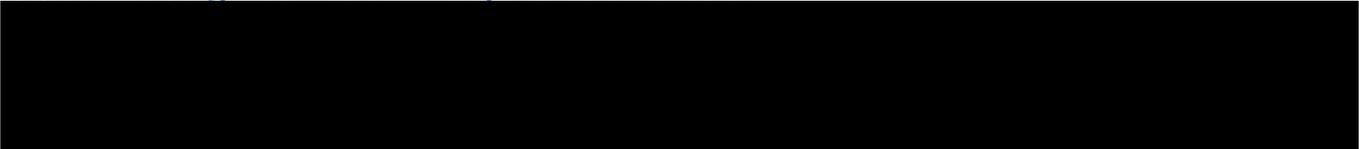
6.3.9 – Updates

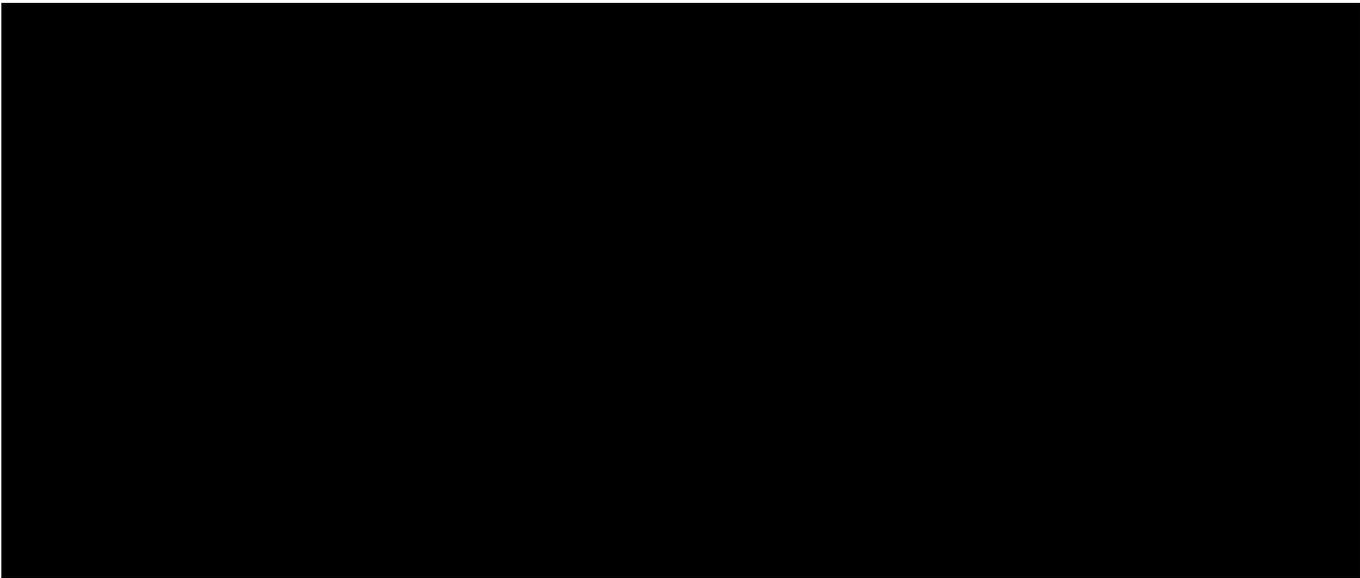
The integrated capabilities of our proprietary management information system (MIS), DentalTrac™, allow MCNA to effortlessly process all enrollment files received from LDH's enrollment broker. We currently receive daily electronic media updates on beneficiaries newly enrolled in our plan in the format specified in the Systems Companion Guide. We maintain written policies and procedures for receiving these updates, incorporating them into DentalTrac™, and ensuring this information is available to our network providers. All policies and procedures are available as part of the readiness review process.

6.3.10 – Reconciliation

MCNA routinely reconciles the membership list of enrollments and disenrollments received from LDH's enrollment broker with our own internal records to detect possible data inconsistencies. If we discover any data inconsistencies, we notify the enrollment broker within ten (10) calendar days of receipt of the monthly and quarterly reconciliation data file. Additionally, MCNA routinely reconciles the monthly electronic files from the Medicaid Fiscal Intermediary (FI) which lists all enrollees for whom we received a capitation payment and the amount received with our internal records. We notify the FI of any discrepancies identified within three (3) months of the file date.

6.3.11 – Assignment of Primary Dental Provider





6.3.12 – Primary Dental Provider Auto-Assignments

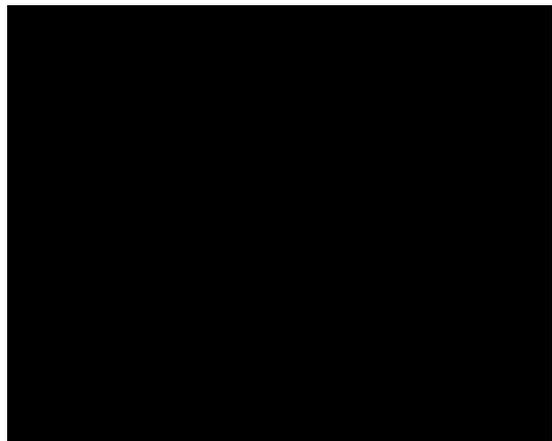


6.3.13 – Enrollment Files

MCNA currently receives, processes, and updates the daily member enrollment file from LDH’s FI using our powerful, fully integrated MIS, DentalTrac™. Once eligibility information is processed and available in our system, it is automatically available to providers for immediate verification of eligibility using one of several methods. Member eligibility verification resources for providers include:

- Free Online Provider Portal, available 24/7
- MCNA’s Call Center
- MCNA’s 24/7 automated eligibility Interactive Voice Response (IVR) system

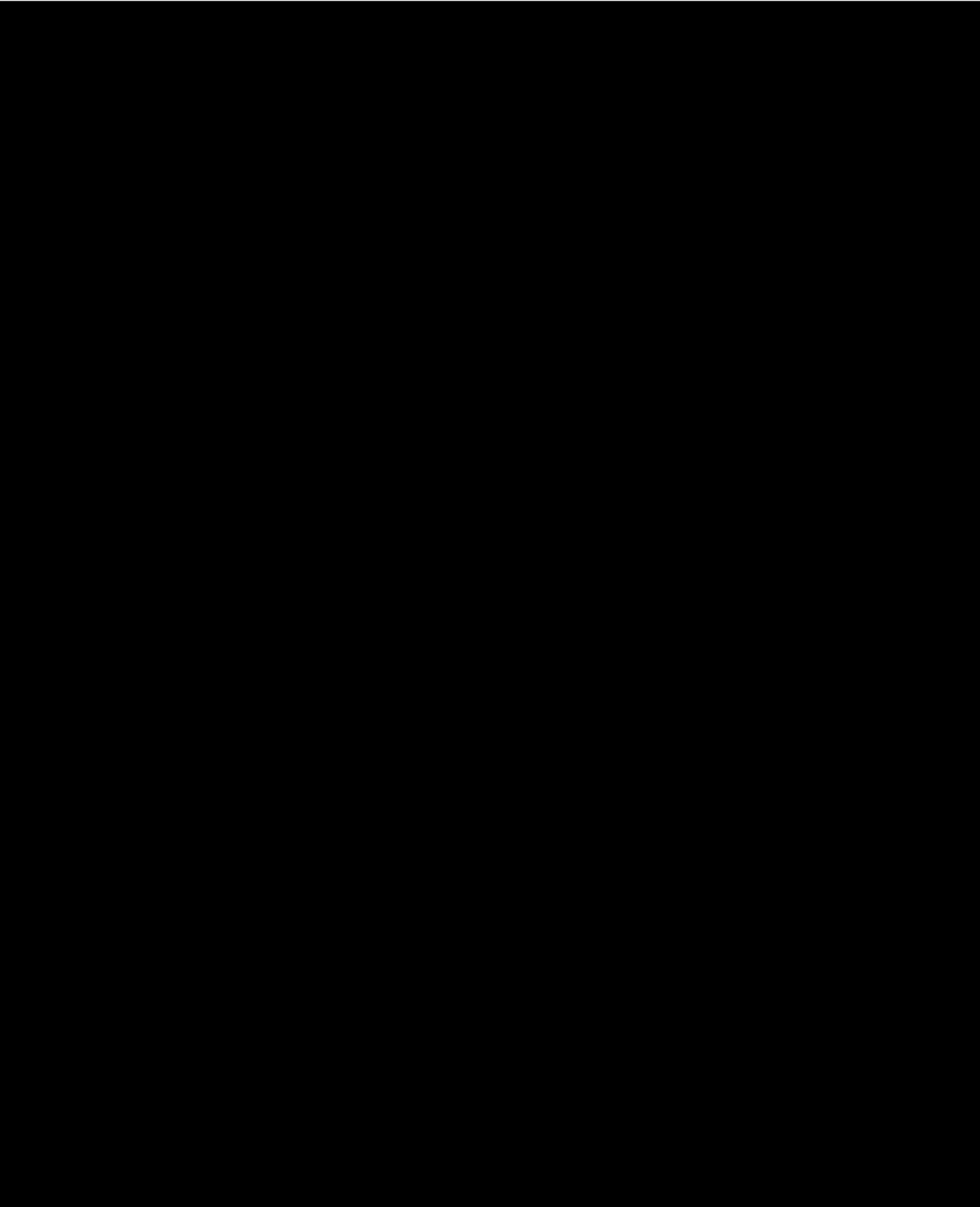
We also currently receive the full member enrollment file from the FI on a weekly basis and use it to complete the reconciliation process with the member data housed within DentalTrac™’s Eligibility and Enrollment module. In the event that any data inconsistencies are identified in the full member enrollment file, MCNA notifies the FI within 10 calendar days of receipt of the data file.



6.3.14 – State Responsibilities

MCNA understands that all items in sections 6.3.14.1 - 6.3.14.2.2.4 are responsibilities of the State. We make every effort to be a responsible partner to LDH as it completes its responsibilities and look forward to

continuing our successful relationship with LDH staff, the Louisiana professional dental community, and key stakeholders across the state as we continue to improve the oral health of the members we serve.



6.4 – Coverage and Authorization of Services

Throughout our over five-year history serving Louisiana Medicaid and CHIP members, MCNA has developed a superb approach to authorizing, arranging, coordinating, and providing the full spectrum of medically necessary covered dental services to our members. As the current DBPM for the Louisiana Medicaid and CHIP dental program since 2014, MCNA seamlessly transitioned approximately 1 million members from fee-for-service. Beginning in July 2016, we transitioned approximately 400,000 additional adult members into the program when Louisiana expanded Medicaid coverage under the Affordable Care Act. These transitions were seamless for our members and providers, and our effective approach to continuity of care enabled MCNA to meet all contractual service level metrics.

6.4.1 – General Provisions

MCNA does not impose coverage and service limitations or exclusions more stringent than those specified in the contract, Louisiana Medicaid State Plan, state statutes, and administrative rules. We do not impose any preexisting condition limitations or exclusions, nor do we require evidence of insurability to provide coverage to any dental member. Members under the age of 21 are not subject to any time or expenditure caps on services.

In the event a member exceeds the coverage limits in a service-specific coverage policy, we will use a special services process to ensure medically necessary services are authorized per EPSDT requirements. In this situation, a prior authorization is submitted and the provider would request an EPSDT exception to the coverage limitation. The request is then reviewed by an MCNA Clinical Reviewer who is a Louisiana-licensed dentist.

We provide covered services to all members beginning on their date of enrollment regardless of pre-existing conditions, prior diagnosis, receipt of any prior dental services, or for any other reason, subject to LDH-prescribed benefit limitations. We currently provide the full range of covered services specified in Section 6.4.2 of the RFP, and we are fully prepared to continue providing these benefits with no disruption in services for members or providers. In the event LDH adds or changes any services over the course of the contract, we will work closely with our network of providers to promptly and efficiently implement these changes to ensure our members continue to receive all covered benefits. This includes all services for children under age 21 in the EPSDT Program and services provided to adults age 21 and over who are covered under the Adult Denture Program.

Further, we ensure that members who receive medically necessary covered dental services are not responsible for paying the costs of such services, other than any authorized cost-sharing that LDH may decide to impose. The MCNA Provider Agreement contains a prohibition on balance billing in order to protect our members, and our Member Services Representatives promptly resolve any issues for members who may be incorrectly billed for covered services. In the event LDH adopts cost-sharing requirements, MCNA's experience managing these requirements in other states will ensure a smooth transition for LDH and our members. Our Provider Agreement also incorporates all coverage and service requirements and complies with Section 6.4.1.5 of this RFP.

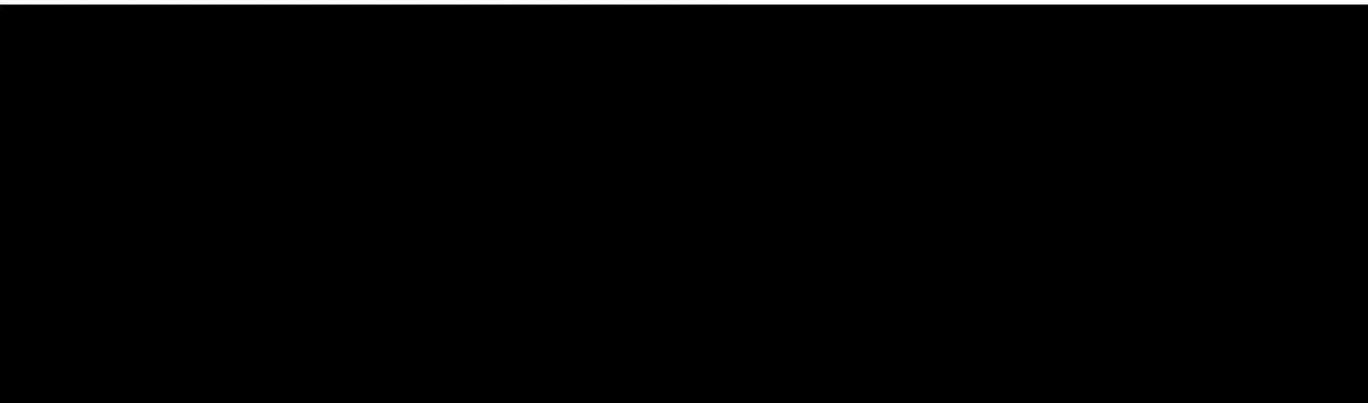
MCNA accepts all assigned members into our program and we make all medically necessary covered dental services available to our members in no less than the amount, duration, and scope as defined in the Scope of Services of this RFP. We understand that MCNA may offer additional benefits on a case-by-case basis, based on medical necessity, cost-effectiveness, the wishes of the member and/or their family, the potential for improved health status of the member, and functional necessity. We also may provide alternative services or deliver services in an alternative setting as appropriate to best serve the member.

Mechanisms to Reduce Inappropriate or Duplicative Services

MCNA ensures our members receive the right care, in the right setting, at the right time. Our Utilization Management Program uses evidence-based guidelines to ensure services are medically necessary and provided in the amount, duration, and scope required for each patient. **All clinical decisions, both approvals and denials, are made by licensed dentists.**

Our Utilization Management Program is designed to monitor the appropriateness, quality, and necessity of dental services consistent with Louisiana state requirements and generally accepted dental standards of care. All types of care are reviewed for dental necessity, appropriateness of services, level of care, location of care, and quality of care as well as benefit and coverage determinations. Our sophisticated, proprietary management information system, DentalTrac™, includes edits to identify duplicative services and ensure that benefit plan requirements, including any exclusions or limitations, are followed.

6.4.2 – Covered Dental Benefits and Services



Post-Stabilization Dental Services

MCNA does not require authorization of post-stabilization services for an emergency condition, regardless of whether services are received from a participating or non-participating provider. After the member’s condition is stabilized, MCNA coordinates additional necessary non-emergency dental services with the member’s dentist and medical provider as appropriate. If services must be provided by an out-of-network provider due to extenuating circumstances, MCNA works with the member and provider to authorize out-of-network services as appropriate based on the specific situation. MCNA will honor any preauthorized services performed by a provider as long as the services provided are consistent with the preauthorization request and are confirmed to be delivered by the requesting provider.

Emergency Dental Services

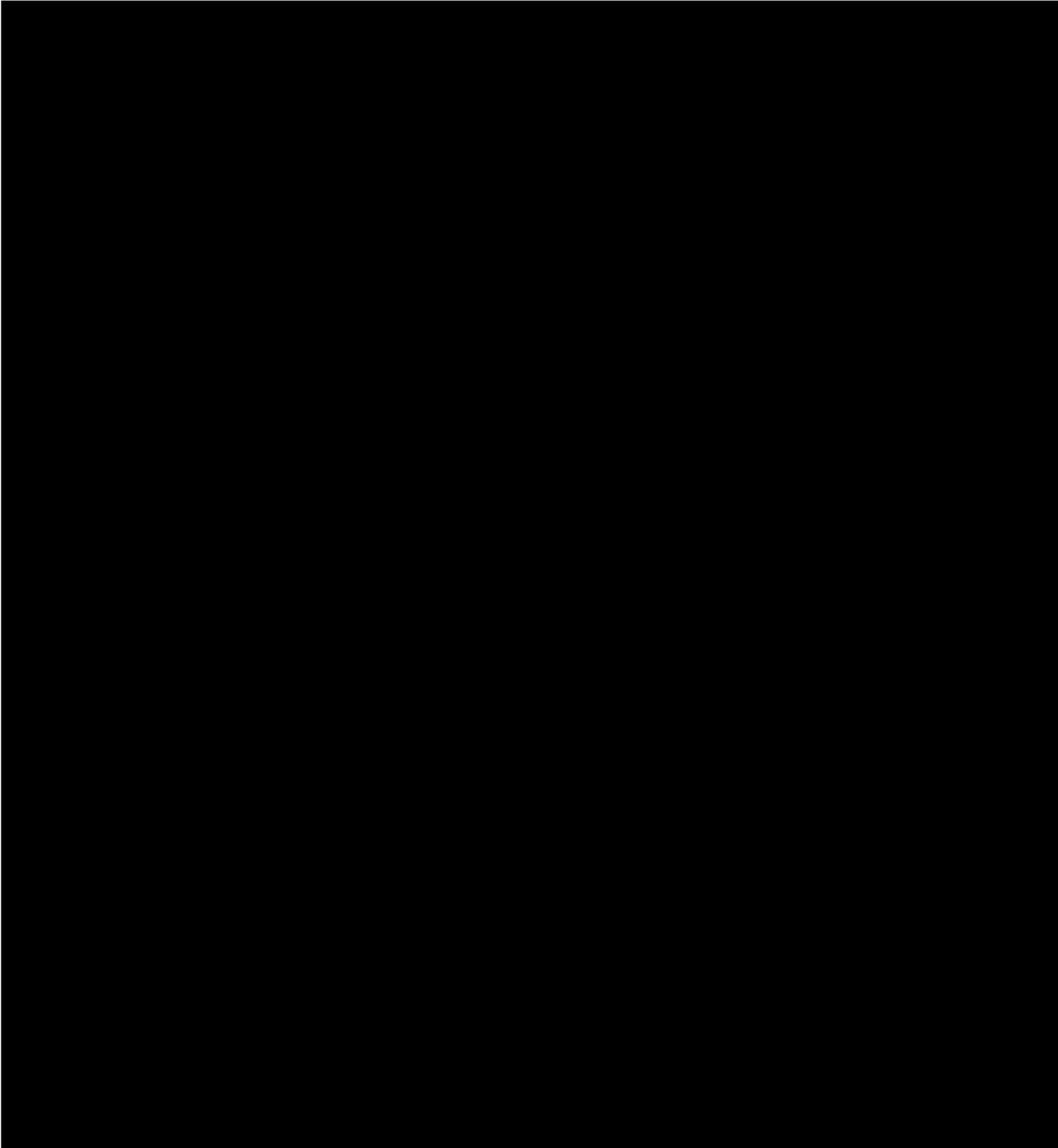
While MCNA aims to reduce potentially preventable emergency department visits through the provision of timely and high-quality preventive care, we understand that emergencies may occur. MCNA ensures that our members have access to emergency care without the need to obtain prior authorization and can receive services through any emergency facility or provider, regardless of whether the facility is in or out-of-network. MCNA does not:

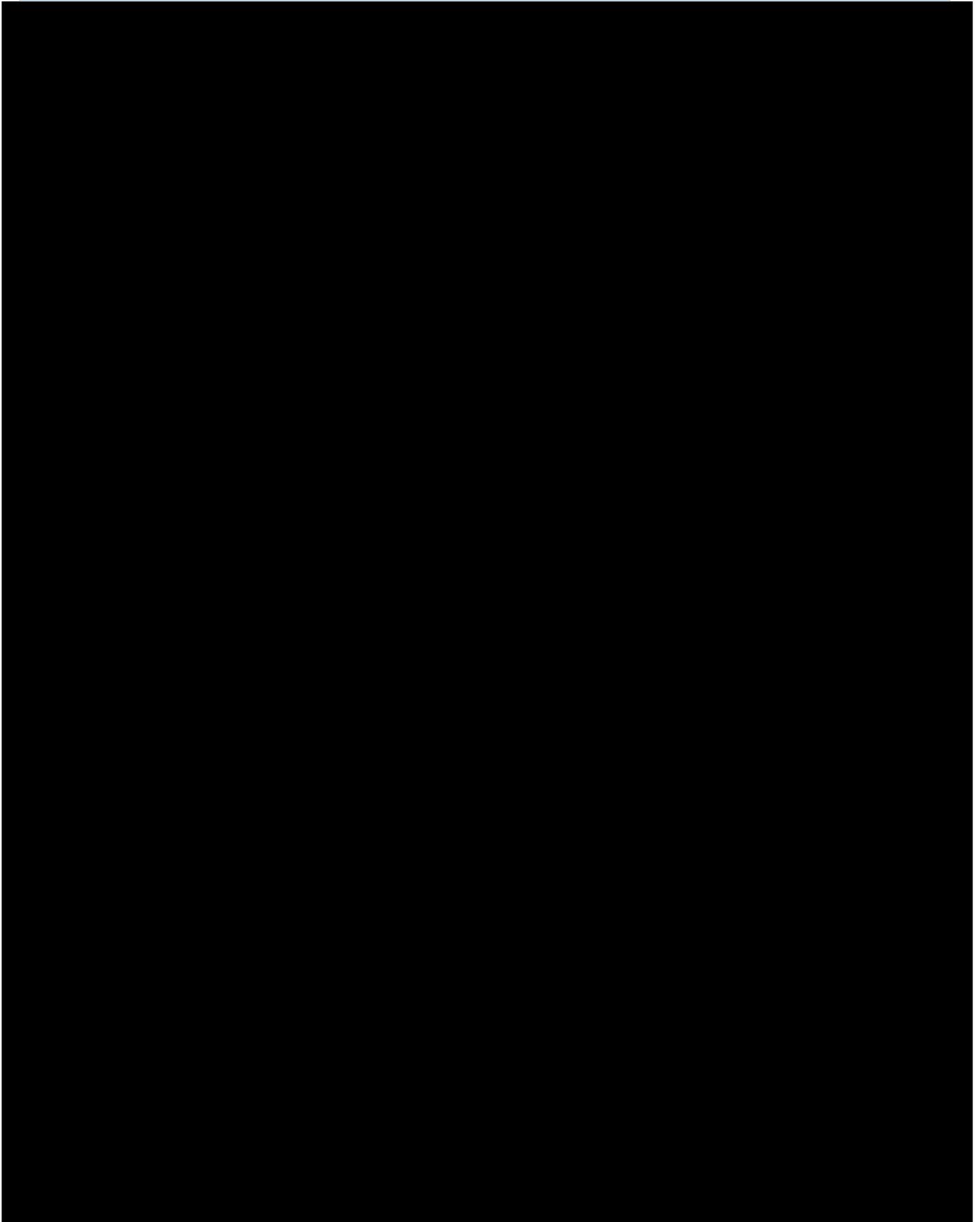
- Require prior authorization for emergency dental services and care;
- Indicate that emergencies are covered only if care is secured within a certain period of time;
- Use terms such as “life threatening” or “bona fide” to qualify the kind of emergency; or
- Deny payment based on the enrollee’s failure to notify MCNA in advance or within a certain period of time after the care is given or based on timely filing, unless claims submitted by a non-contracted provider exceed 365 calendar days from the date of service.

If third-party liability exists, claims payment will be determined in accordance with RFP requirements.

2.15.4.4 – Approach to Scope of Services

The University of Louisiana at Monroe, Office of Outcomes Research and Evaluation conducted a study entitled *Independent Assessment of Louisiana Medicaid Managed Care Statewide Dental Program administered by MCNA on behalf of the LDH*, which was released January 1, 2016. According to the report, emergency room use declined in every age group, and the overall utilization rate declined by more than 6% from 26.83 per 100,000 member months in state fiscal year (SFY) 2014 to 25.09 per 100,000 member months under MCNA in SFY 2015.

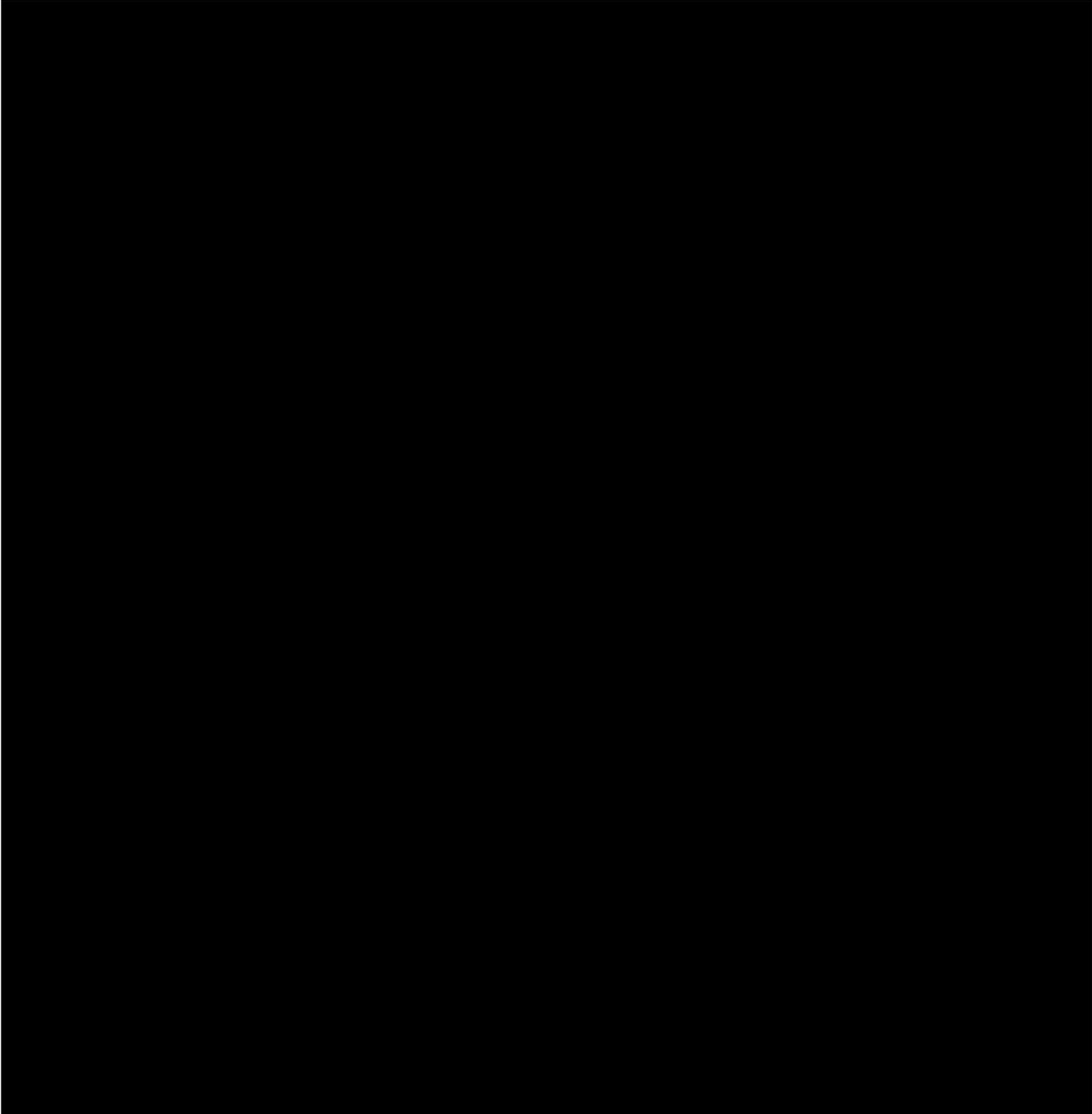




6.4.3 – Value Added Benefits

MCNA offers value-added services (VAS) designed to encourage preventive care and proper oral hygiene habits as a complement to the standard benefits offered by state Medicaid and CHIP programs. We provide members with supplies and educational materials to increase their oral health literacy and encourage them to seek care from a dentist.

MCNA will offer VAS as described below. We acknowledge and understand that MCNA will not receive additional compensation for VAS and may not report the costs of VAS as allowable dental or administrative costs. MCNA will provide all LDH-approved VAS for the entire 36 months of the initial contract term. Any changes to the proposed services described below will be submitted to LDH for approval at least 90 calendar days in advance.



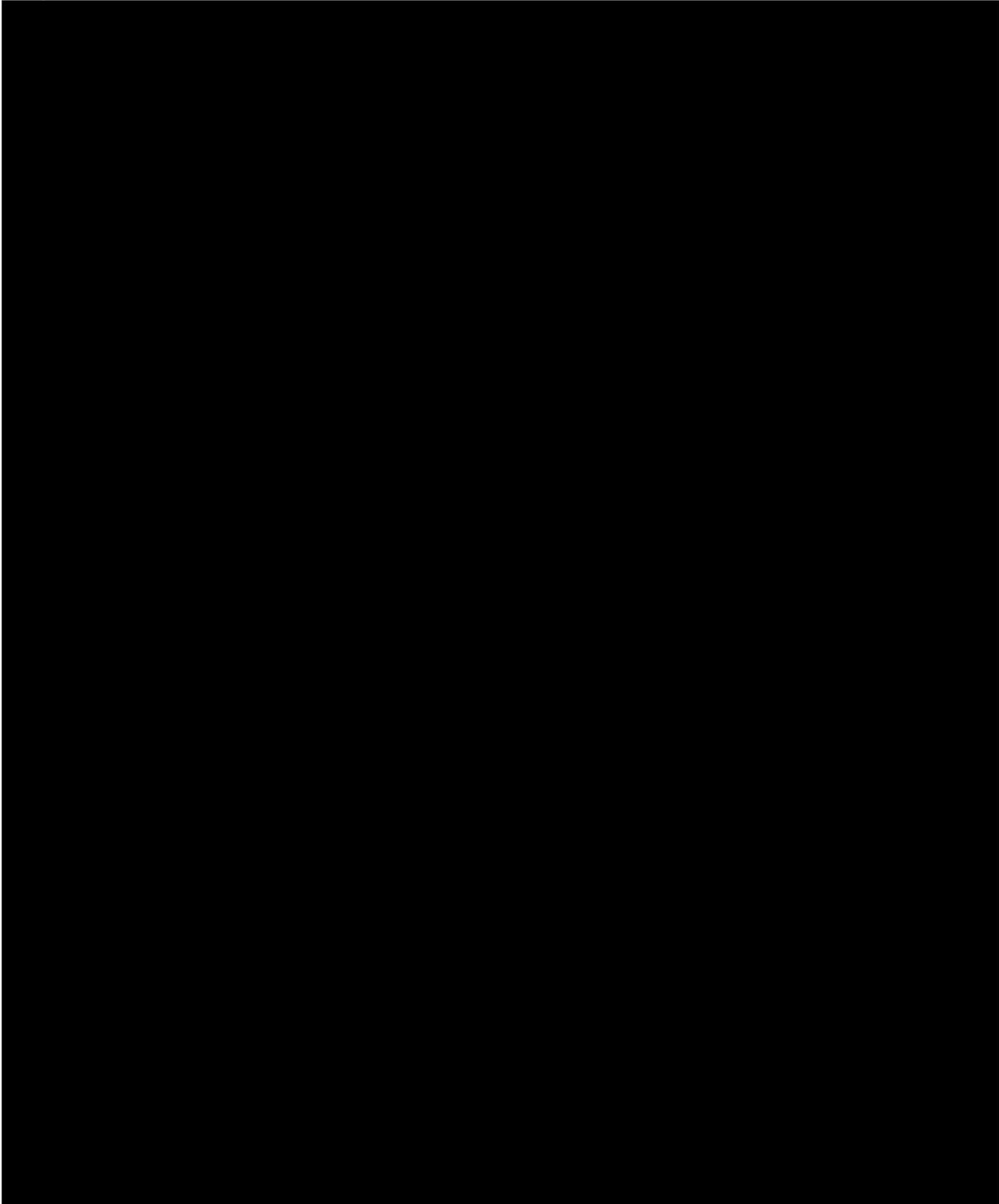
6.4.4 – Excluded Services

MCNA provides all covered services to our Louisiana members, including federally-required EPSDT services. We provide referrals and coordination of services, as appropriate, for members who require services not covered by the contract but that may be covered through other appropriate Medicaid and non-Medicaid programs. MCNA will not provide services considered as experimental or investigational drugs, procedures, or equipment unless approved by LDH. MCNA is not opposed to providing any services because of an objection on moral or religious grounds. We acknowledge some providers may not perform certain services based on religious and moral beliefs. In those cases, MCNA will arrange for the appropriate services with another network provider based on member needs.

6.4.5 – Coverage Provisions

MCNA encourages members to develop a dental home, but we allow members to change Primary Dental Providers (PDP) at any time. We provide education to members on the importance of proper dental care and assist them with selecting a PDP. Members receive information on how to select or change PDPs in their Member Handbook, on the Member Portal, and through phone calls with our Member Services Representatives (MSRs). Members who lose eligibility and re-enroll with MCNA will be assigned to the PDP they were assigned to before losing eligibility. If the former PDP is no longer an MCNA provider or is unable to accept additional members, or if the member requests another PDP, MCNA will enroll the member with

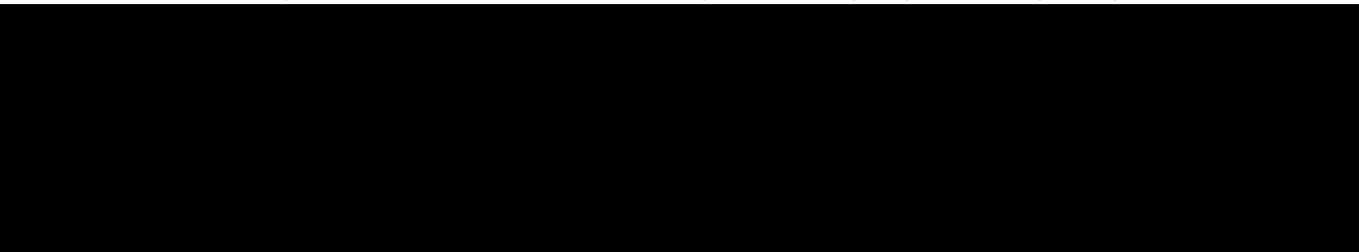
another PDP of the member's choosing. MCNA will assist the member in selecting a new PDP upon request.



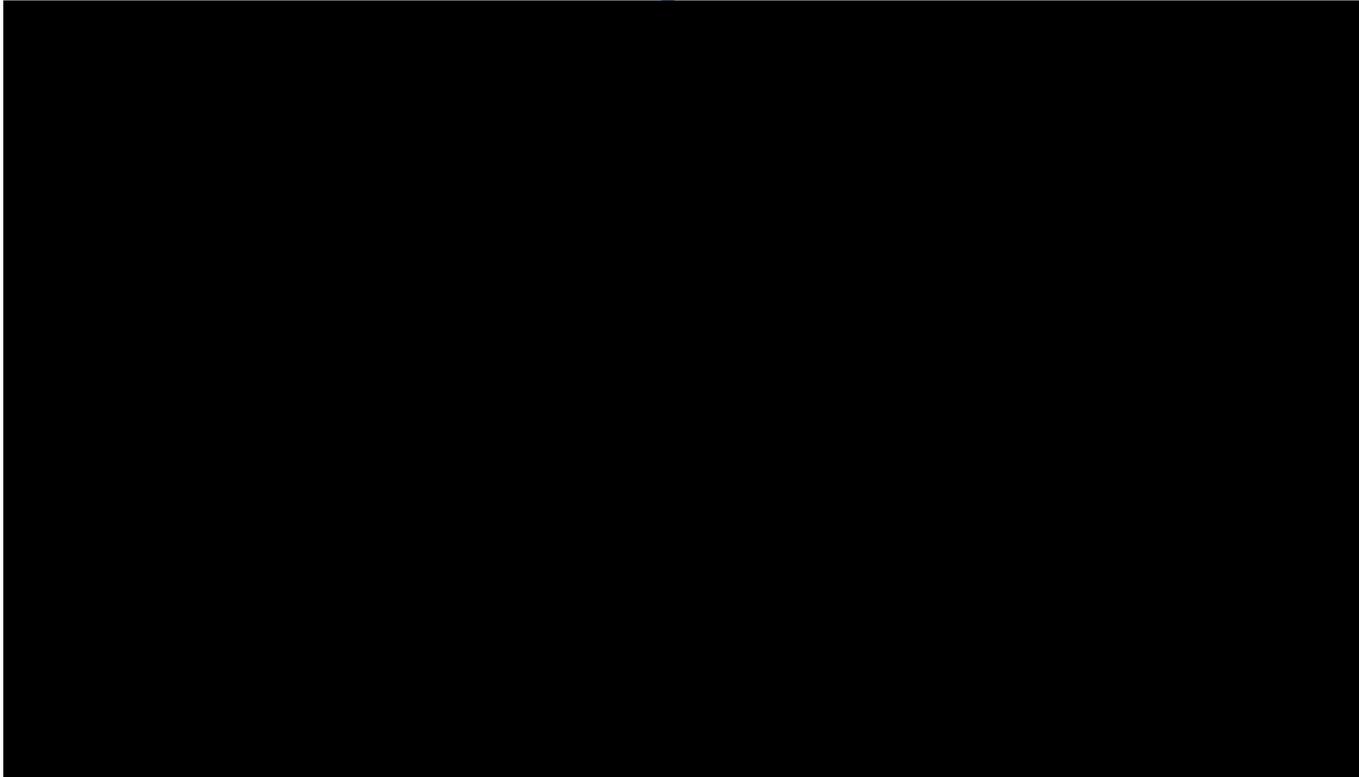
New Member/Enrollee Procedures

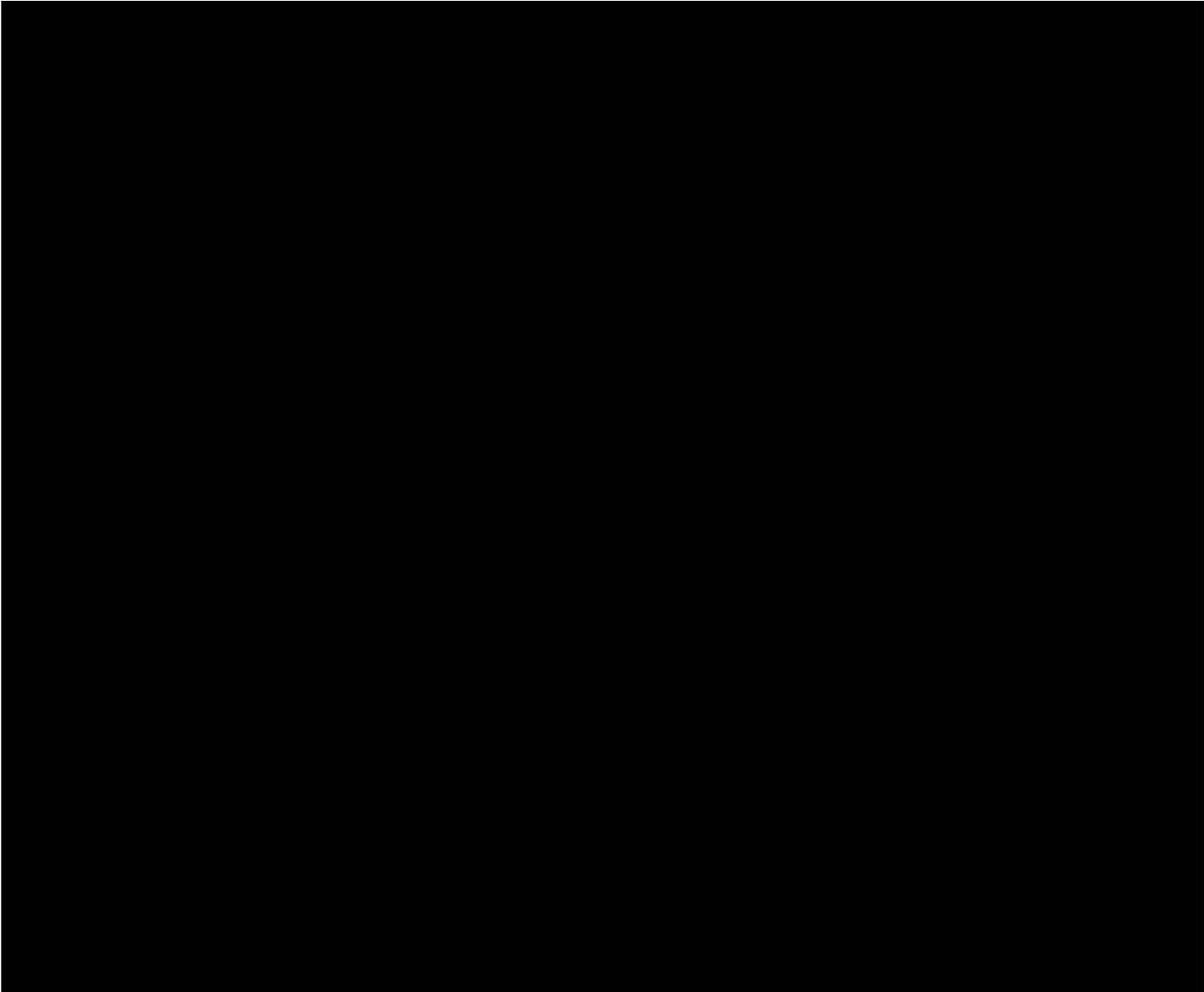
MCNA provides proactive education to members on the importance of proper dental care and assists them with selecting a PDP. Upon receipt of a new member enrollment file, DentalTrac™'s eligibility and enrollment module processes the file, applying all applicable validation and business rules. DentalTrac™ automatically provides a daily roster of new members to our Member Services Department. Within 10 business days following receipt of the member file, Member Services mails a Member Welcome Packet to the member at his or her listed address. The envelope includes a request for address correction if the address is incorrect. MCNA's Welcome Packet explains the member's benefits, provides key contact information, encourages members to select a PDP, and promotes the use of preventive services.

Within 10 business days of enrollment, we conduct outbound calls to welcome new members to MCNA, confirm they received the Welcome Packet, and answer any questions. We also help them select a new PDP if they have not already done so and ask the member to authorize release of their records to their new PDP within 30 days of enrollment, if appropriate. If they agree, MCNA will follow-up with the member's previous provider to request copies of the record. We also use this call to complete the member's Initial Health Screening (IHS) if they have not already done so and offer to schedule their initial appointment with their PDP. MCNA will continue to make follow-up calls if we do not make contact with the member on the first call to ensure completion of the IHS within 90 days of enrollment. We also remind members they may complete the IHS on our Member Portal. MCNA will also ensure all prior authorizations of ongoing dental services include all required information and will take steps necessary to prevent any delay in services.

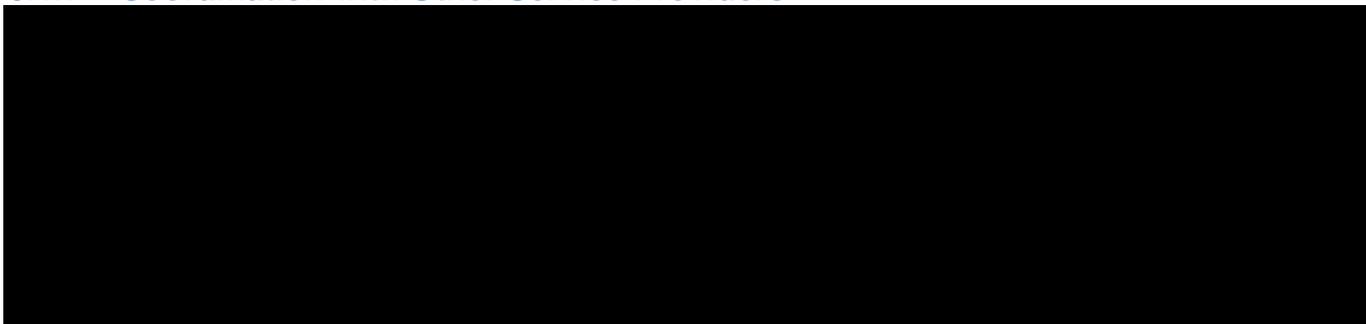


6.4.6 – Care Coordination and Case Management





6.4.7 – Coordination with Other Service Providers



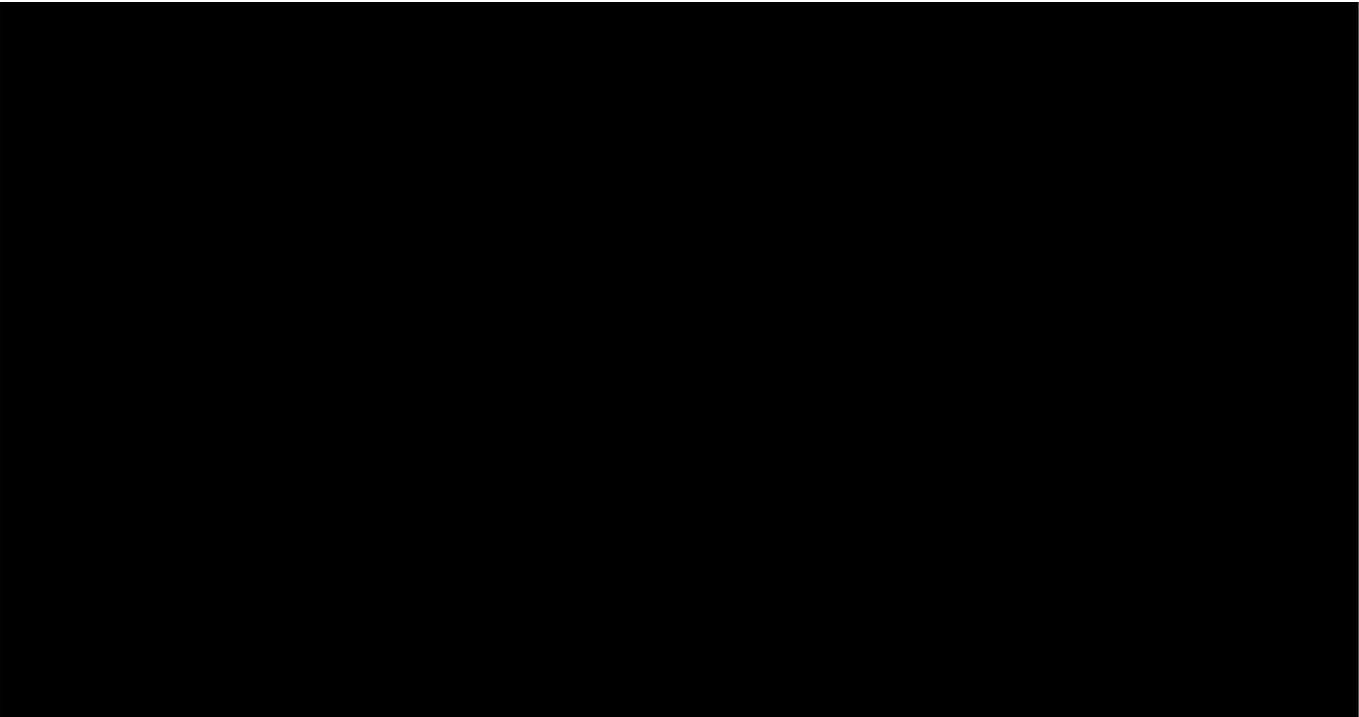
6.4.8 – Dental Records

MCNA requires providers to adhere to all data elements and record keeping requirements described throughout Section 6.4.8, including all EPSDT screening requirements. These provisions are included in our dental record-keeping requirements. DentalTrac™ maintains all claims data received from providers, including all information needed for Quality and Utilization Management review. MCNA and our providers will

2.15.4.4 – Approach to Scope of Services

comply with the requirement to maintain records for at least 10 years after the last service is provided and will release records at no cost as required by LDH or other state or federal government agencies.

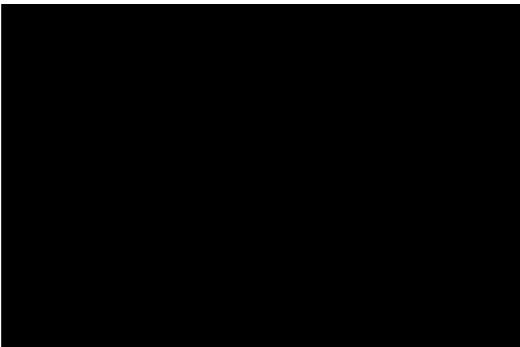
All network providers receive training on dental record keeping requirements during our Provider Orientations Seminars, webinars, in-office trainings, and as part of our ongoing educational efforts. Training includes a review of all data elements that must be included in the dental record, requirements for maintaining and safeguarding all records in an organized fashion to ensure accessibility for UM review, and the requirement to provide at least one free copy per year of the member’s record upon their request. Providers are required to document all services delivered at each member visit and the treatment plan for the member’s upcoming appointment(s).



6.5 – Utilization Management

6.5.1 – General Provisions

MCNA has proven experience in managing state-mandated, covered dental services for over 5 million children and adults in our Medicaid and CHIP plans in Louisiana, Texas, Florida, Idaho, Iowa, Arkansas, Nebraska, and Utah. **MCNA provides high-quality dental services to over 1.5 million Louisiana members statewide as a trusted partner to LDH.** Designed and guided by dentists, our Utilization Management (UM) Program follows accepted national standards and evidence-based guidelines. The goal of our UM Program is to monitor the appropriateness, quality, and necessity of dental services provided to our members and to build trusting relationships with our providers through our fair, transparent, and predictable approach to clinical review. Our monitoring methodologies include prospective, concurrent, and retrospective review and evaluation.



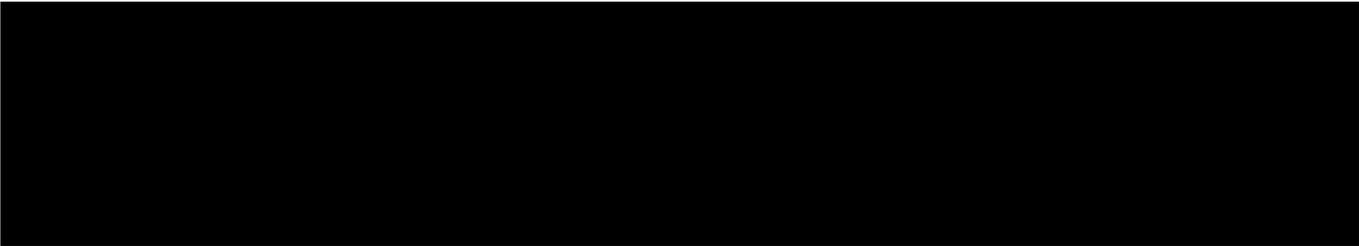
Our Louisiana members have access to the full spectrum of dental care services required in this RFP, including preventive, diagnostic, restorative, pediatric, endodontic, periodontal, prosthodontic, orthodontic,

emergency, and oral and maxillofacial surgery. For our EPSDT members under 21 years of age, we have a defined process of authorization for medically necessary services that may not be covered or exceed specified limitations or the fee schedule.

MCNA’s UM Program complies with Section 6.5.1 of this RFP, the Louisiana Dental Practice Act, Louisiana State Board of Dentistry rules, and URAC standards. MCNA understands and shares LDH’s goals to improve quality of dental care and dental health outcomes for Louisianans. We maintain a clearly defined system, to monitor utilization of services with clear policies and procedures that are in accordance with all requirements in Section 6.5 of this RFP and the Louisiana Medicaid State Plan, including automated service authorization systems for denials, service limitations, and reductions of authorization. MCNA was the first plan in the country to be awarded full URAC Dental Plan Accreditation. We will seek LDH approval for any changes to our UM policies and procedures at least 60 days prior to implementation.



MCNA will **ensure** that services for our members are not arbitrarily or inappropriately denied or reduced in amount, duration, or scope as specified in the Louisiana Medicaid State Plan. By tailoring our UM Program to meet the needs of Louisiana, MCNA ensures that the provision of dental care services are high quality, cost-effective, and provided in the most appropriate setting consistent with 42 CFR Chapter 456.



Our UM staff is trained to comply with MCNA’s Compensation Incentives policy and sign an attestation of compliance. Providers are notified of our policy via our online Provider Portal, Provider Manual, training activities and Newsletters. In accordance with state and federal standards for allowable financial incentives, **MCNA does not provide bonuses or other financial incentives to any employee (including senior clinical staff) or contractor based upon consumer over or under utilization of dental care services.**

6.5.2 – Utilization Management Program Description

Designed and guided by dentists, the goal of our UM Program is to monitor the appropriateness, quality, and necessity of dental services provided to our members. MCNA’s UM Program is compliant with federal regulations and all requirements outlined in Section 6.5.2. We follow generally accepted dental standards of care and review criteria developed in conjunction with the guidelines of the American Academy of Pediatric Dentistry, the American Dental Association, the American Association of Oral and Maxillofacial Surgeons, the American Association of Endodontics, the American Academy of Periodontology, and the American College of Prosthodontists.

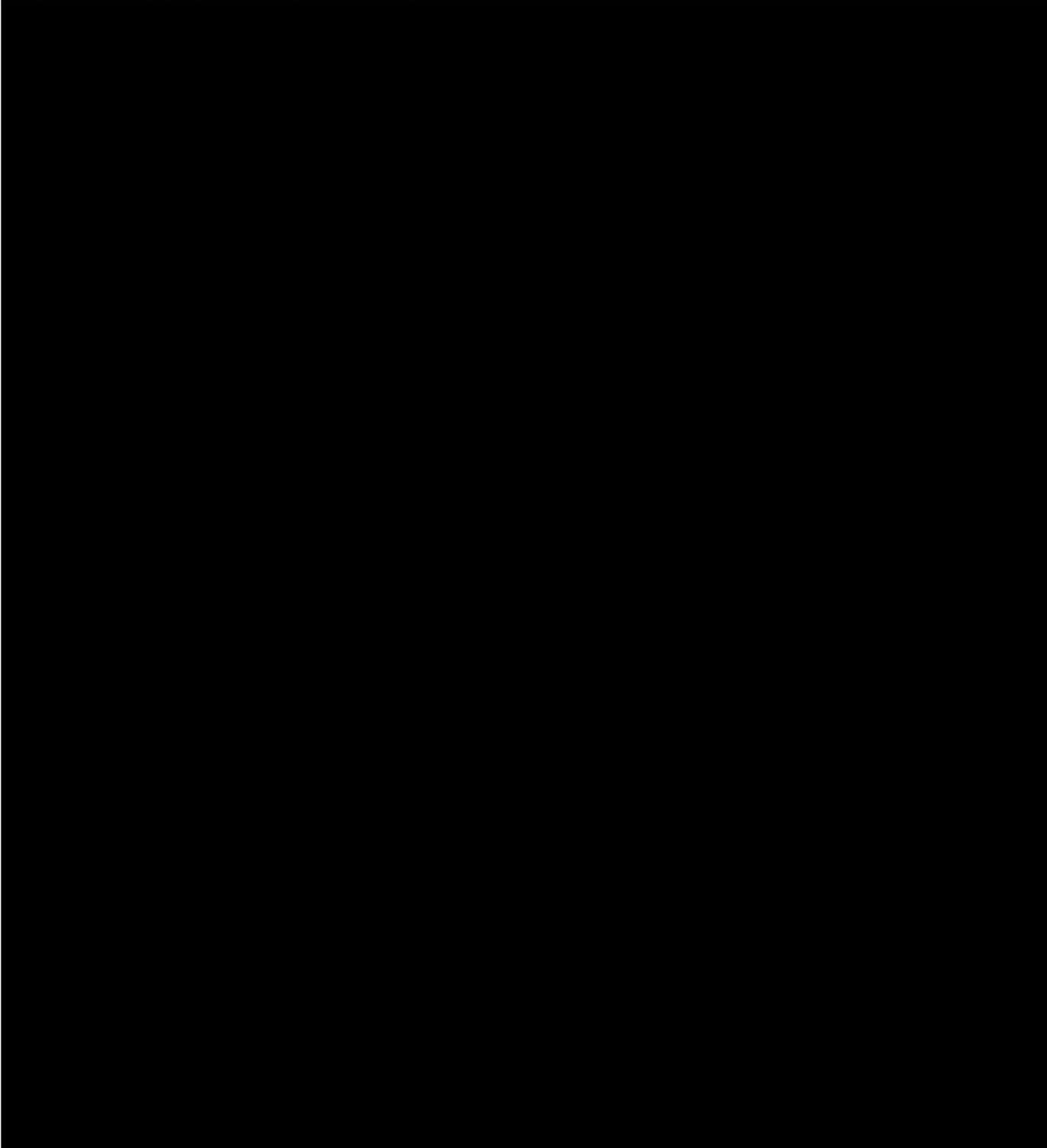
MCNA utilizes the LDH definition of medical necessity found in LAC 50:I.1101. Our licensed and trained Clinical Reviewers are all dentists and specialists who are responsible for all medical necessity determinations. MCNA submits our UM policies and procedures to LDH for written approval within the timeframe and frequency specified by LDH and prior to any revisions.

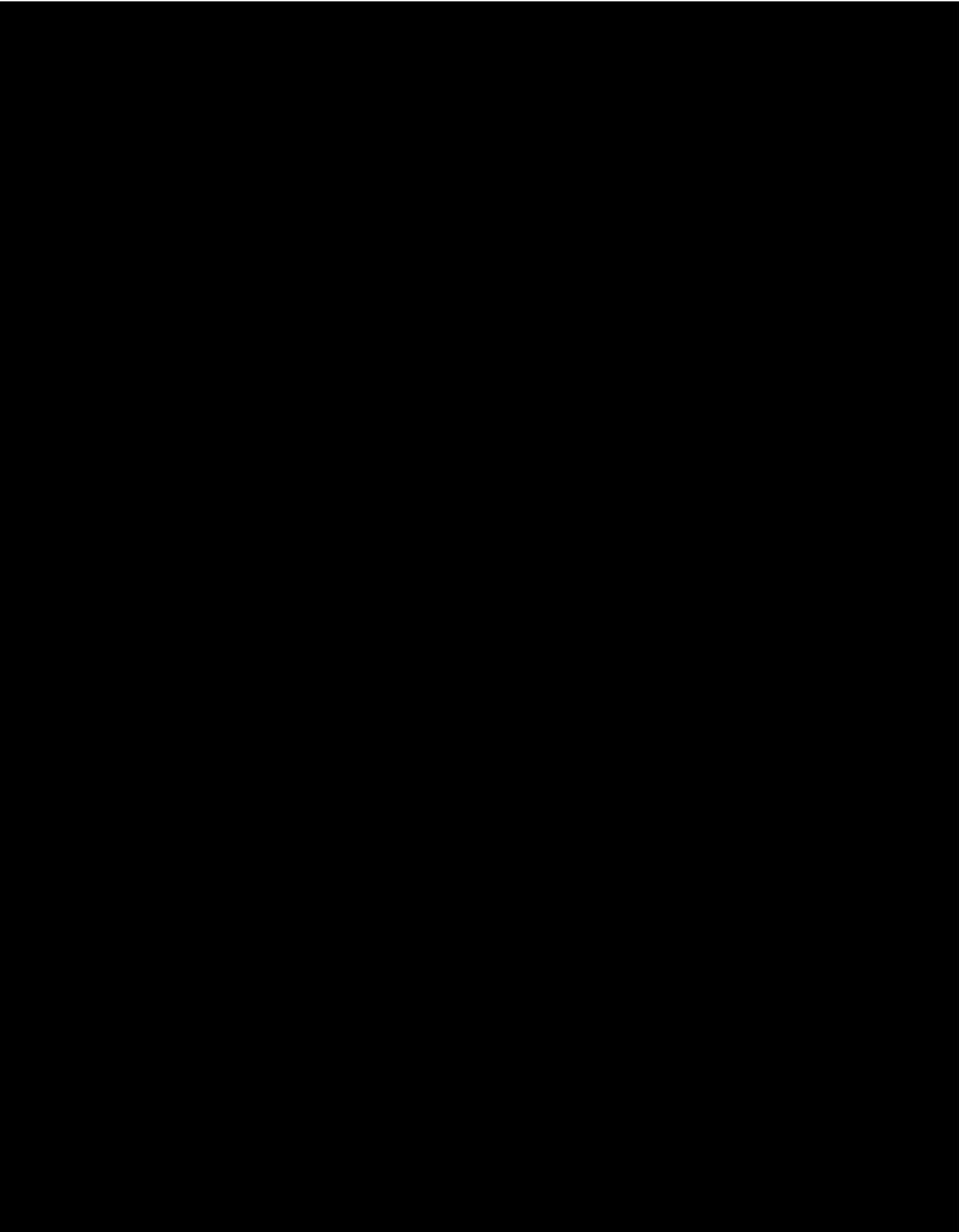
The UM Program facilitates the early detection of potential quality of care issues such as an inappropriate denial or reduction of dental benefits to which our members are entitled. All types of care are reviewed for dental necessity, appropriateness of services, level of care, location of care, and quality of care as well as benefit and coverage determinations. The monitoring methodologies include prospective, concurrent, and retrospective review and evaluation. Our UM Program generates operational data and integrates captured information into the UM and Quality Improvement processes. Reports generated by our Quality Improvement Department are used to continuously monitor the efficacy of the UM Program and the appropriateness of the dental care received by our members.

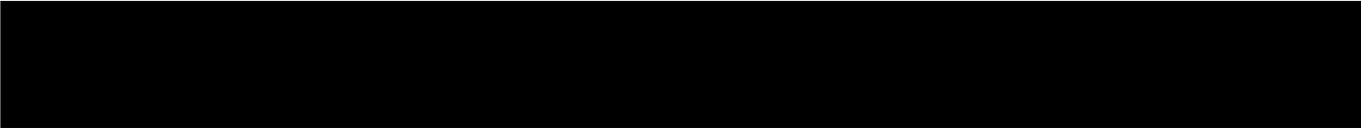
2.15.4.4 – Approach to Scope of Services

MCNA maintains written procedures listing the information required from a member or dental care provider in order to make medical necessity determinations. This information is provided verbally or in writing to the member, the member’s authorized representative, or provider within 10 calendar days when requested. The procedures also outline the process to be followed in the event MCNA determines the need for additional information not initially requested.

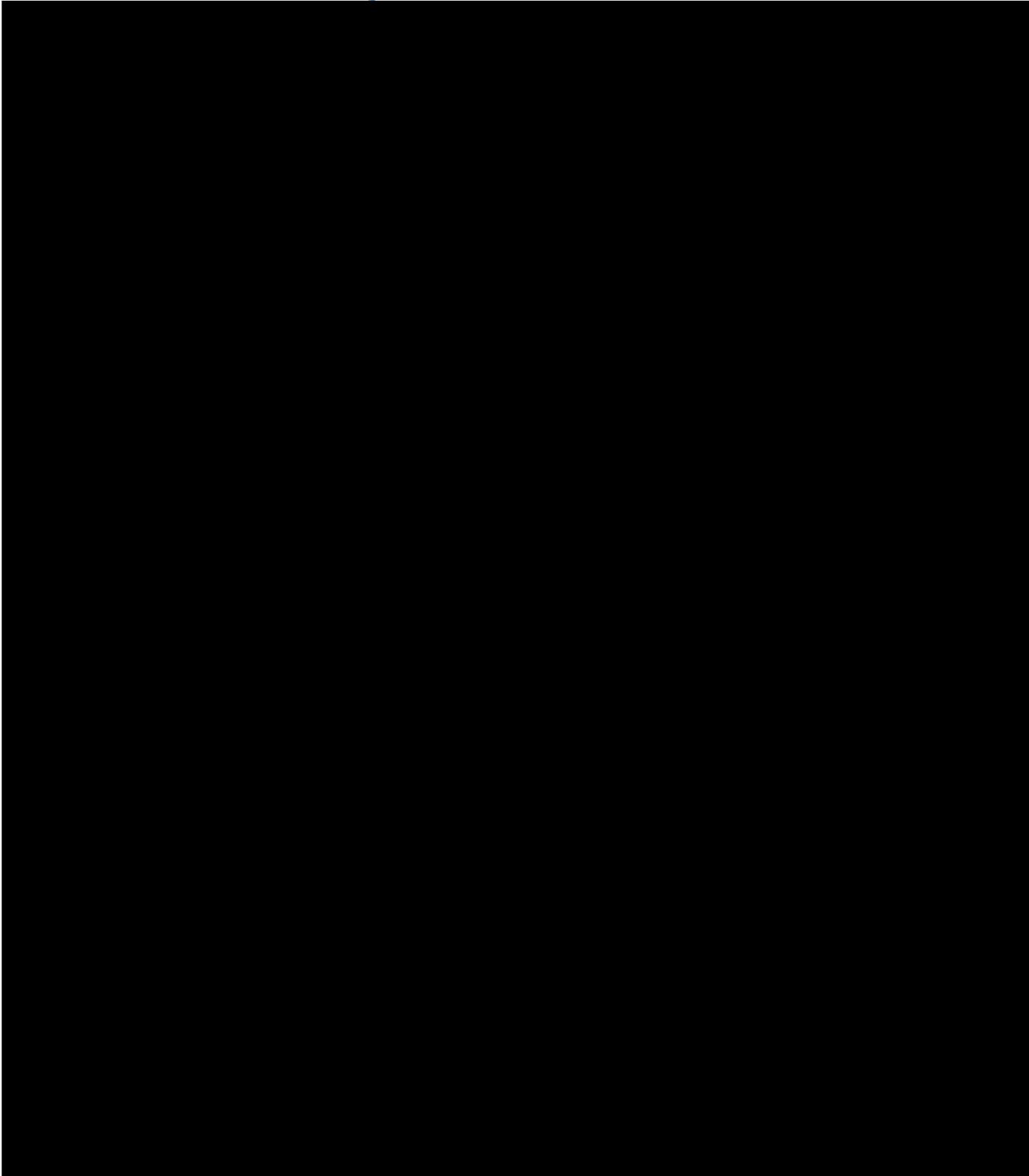
6.5.3 – Utilization Management Committee

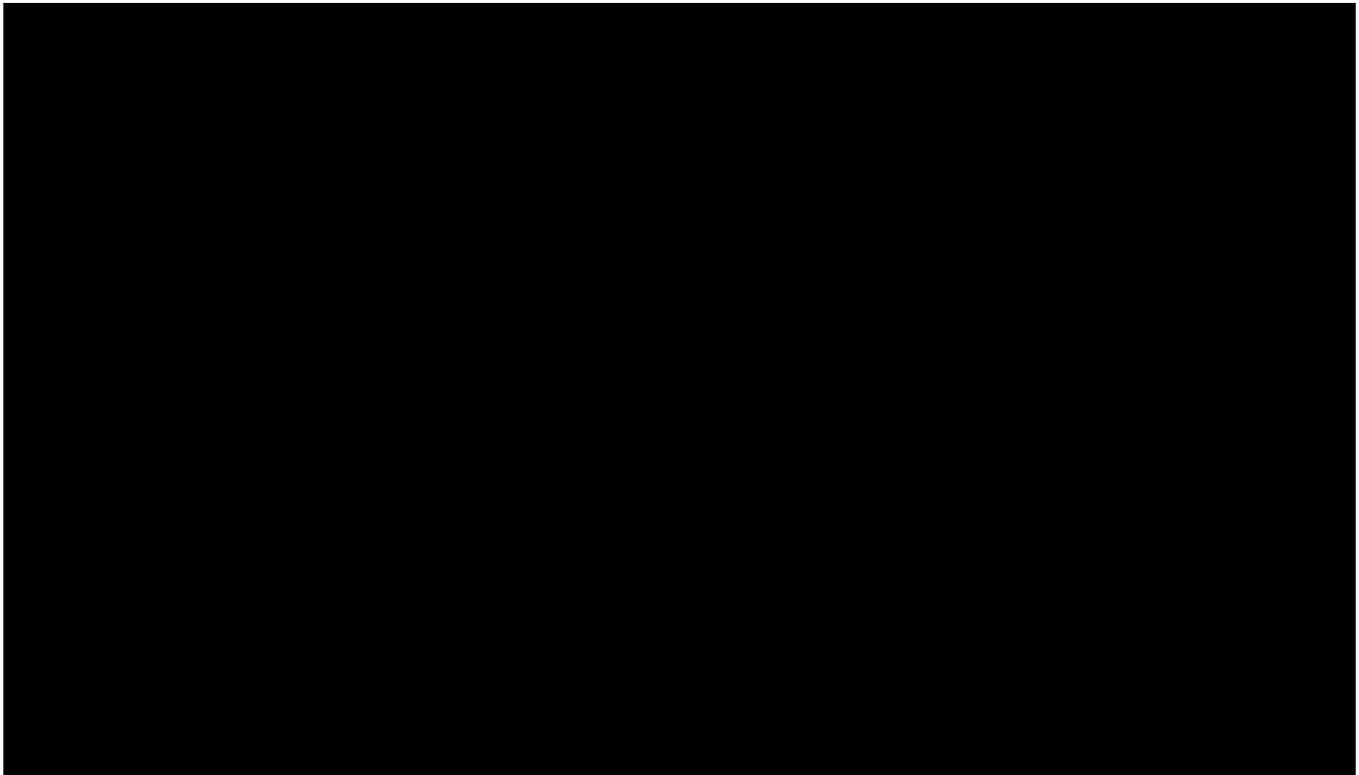




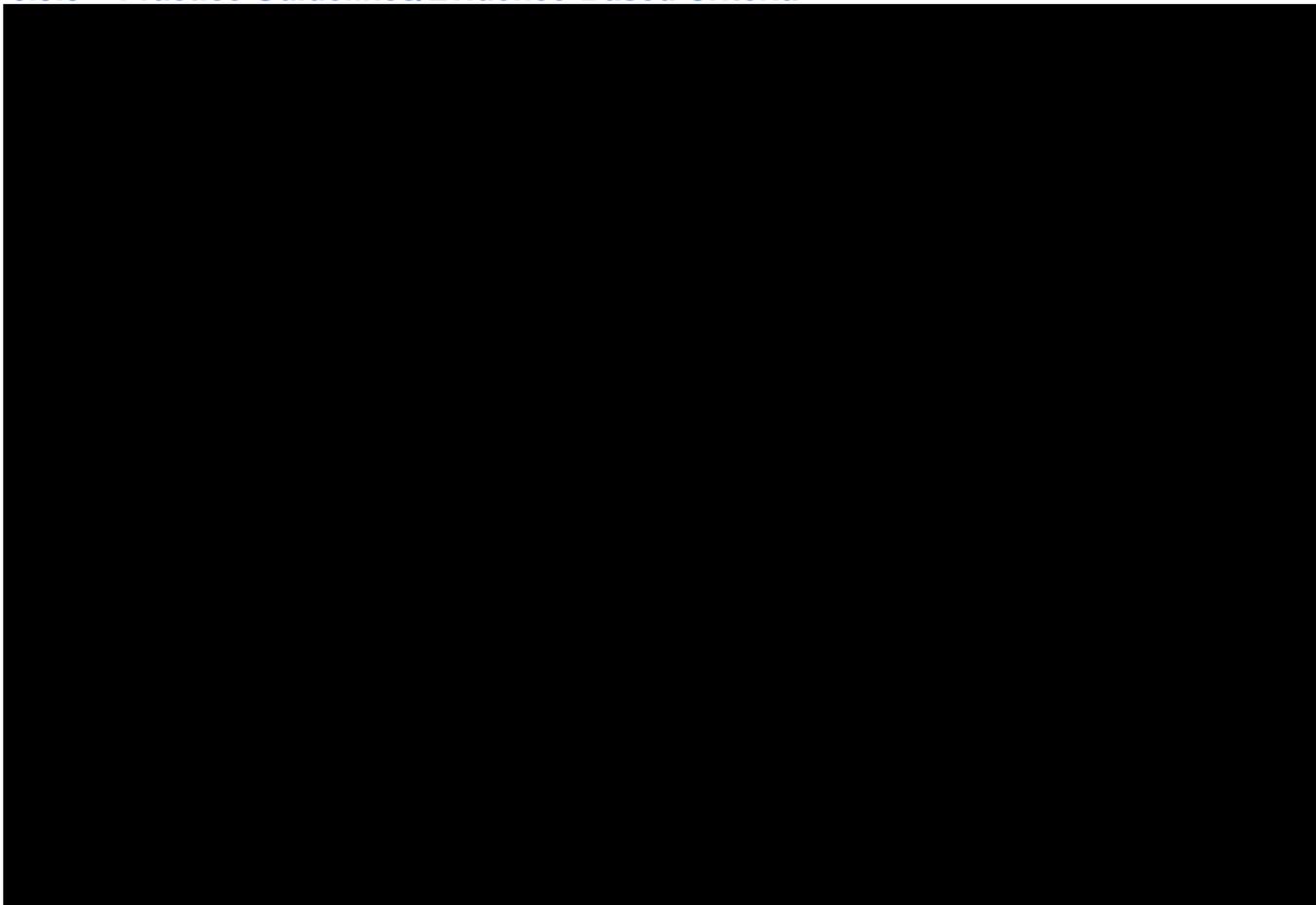


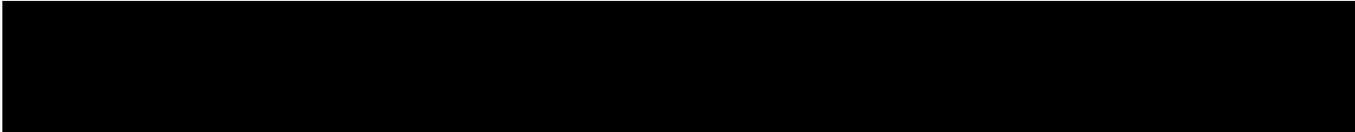
6.5.4 – Service Authorization System



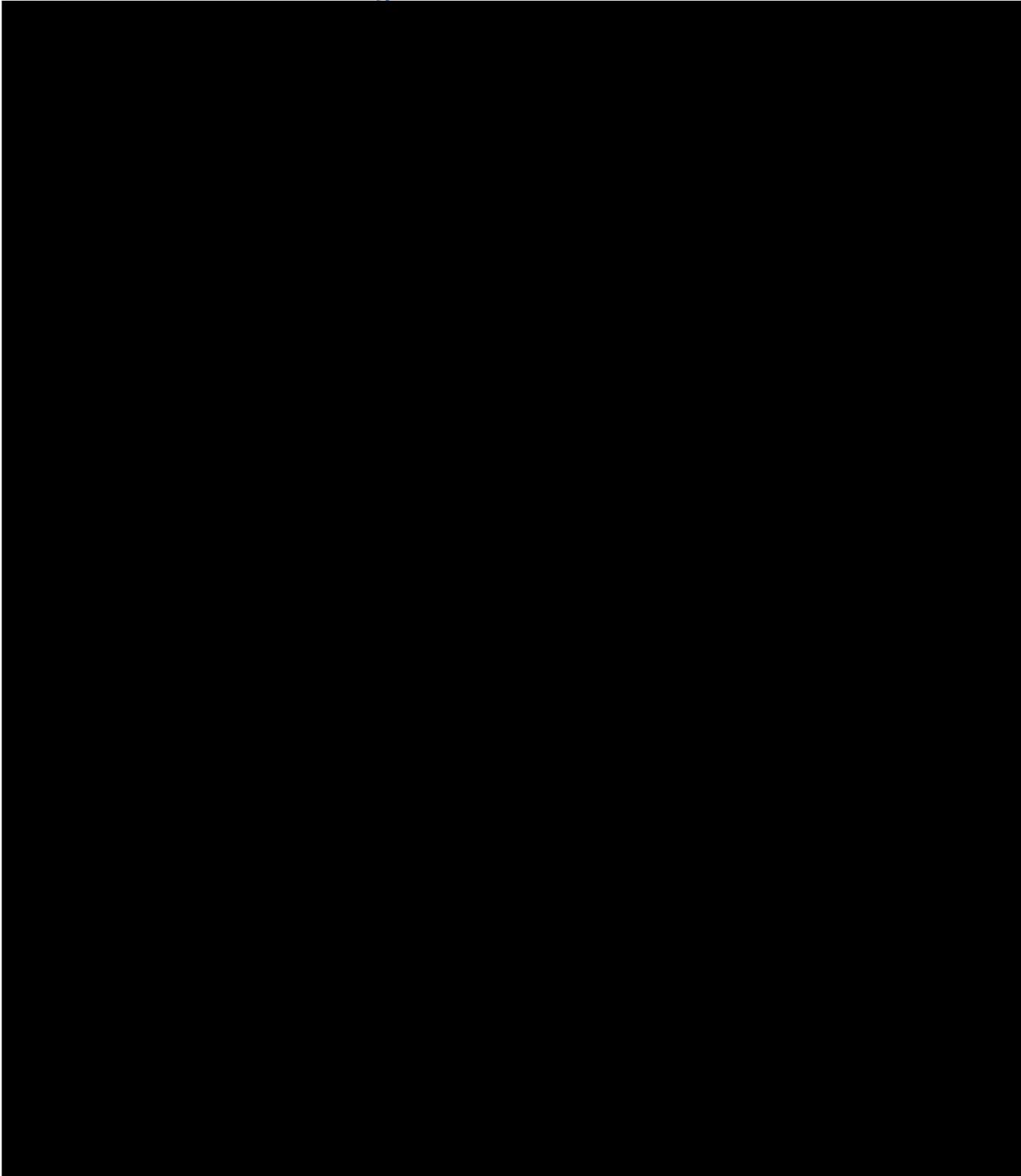


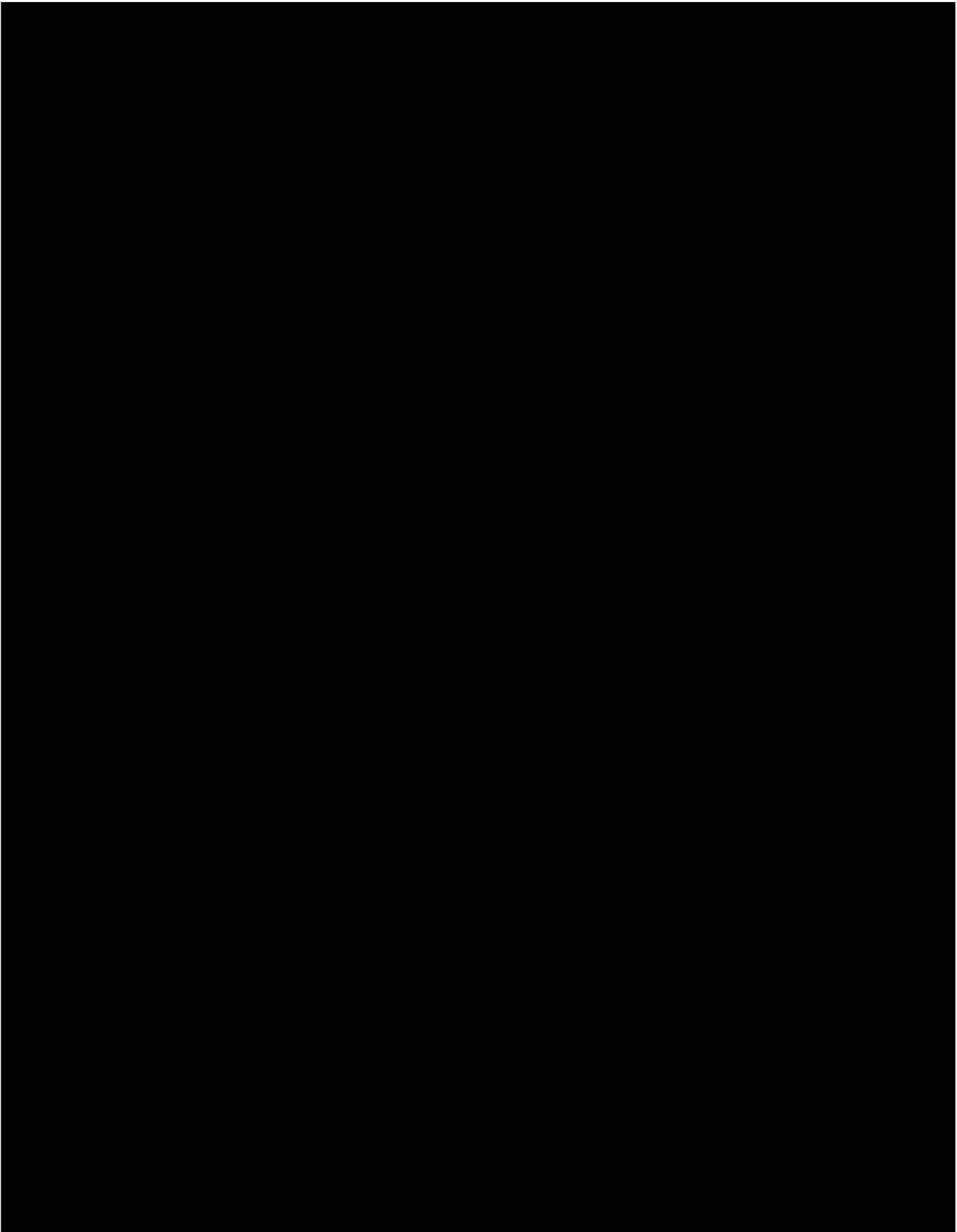
6.5.5 – Practice Guidelines/Evidence-Based Criteria





6.5.6 – Clinical Decision-Making





6.5.7 – Service Authorization Standards for Decisions

MCNA adheres to the service authorization standards set forth in Section 6.5.7 of the RFP. We notify the provider and give the member written notice to deny a service authorization request, or to authorize a service in an amount, duration, or scope that is less than requested.

MCNA provides expedited authorization decisions within 72 hours following receipt of the request for service. We acknowledge that we may extend the timeframe for expedited authorization decisions up to 14 additional calendar days, if the member or the provider requests an extension, or we justify the need for additional information and how the extension is in the member's interest.

If we extend the timeframe for a service authorization decision, we notify the member verbally and in writing of the reason for extending the timeframe and advise them of their right to file a grievance if they disagree with the extension of time. We also issue and carry out the determination as expeditiously as possible but no later than the date the extension expires, and we send notice of the extension to the member within 5 business days of determining the need for an extension.

6.5.8 – Notice of Adverse Benefit Determination

MCNA notifies our members in writing of any decision to deny a service authorization request or to authorize a service in an amount, duration, or scope that is less than requested within the timeframes outlined by LDH. Member notices are written at or below a 6th grade reading level to ensure ease of understanding and are in compliance with state and federal requirements. Each notice of adverse benefit determination includes an identifying number in a manner prescribed by LDH. **MCNA fully complies with all language requirements** including translation of member notifications.

Member and provider notifications explain, at a minimum the:

- Action MCNA has taken or intends to take
- Reasons for the action
- Member's or the provider's right to file an appeal
- Member's right to request a State Fair Hearing after MCNA's appeal process has been exhausted
- Procedures for exercising the member's rights in relation to an adverse determination
- Circumstances under which expedited resolution is available and how to request it
- Member's right to have benefits continue pending resolution of the appeal, how to request that benefits be continued, and the circumstances under which the member may be required to repay the costs of these services

The notice also explains circumstances under which expedited resolution is available and how to request it, as well as the member's right to request that benefits continue pending the resolution of the appeal. MCNA's decisions to authorize, modify, or deny a dental treatment are made no later than 14 calendar days after receipt of the request for authorization of services for all standard requests. Expedited determinations are completed as expeditiously as the member's health or dental condition requires, but no later than 72 hours after receipt of the request. We acknowledge that service authorization decisions not reached within required timeframes constitute a denial and are, therefore, an adverse benefit determination. All notices are mailed in accordance with the requirements outlined under Subsection 6.5.8.3 and 6.5.8.5.

6.5.9 – Post Authorization Reviews

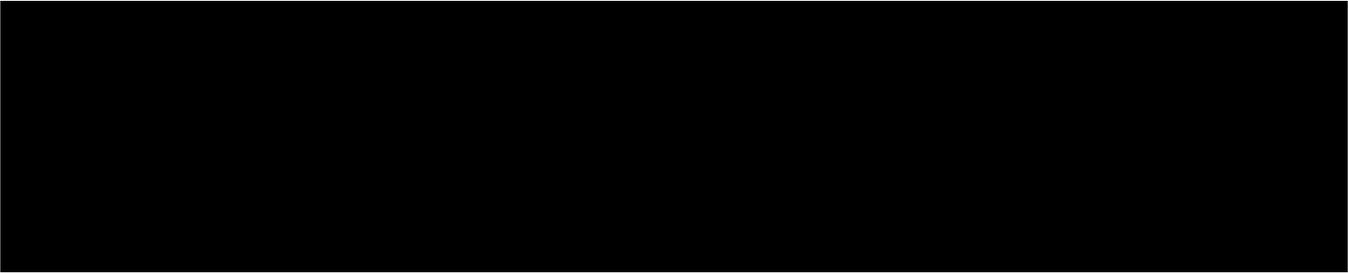
MCNA makes retrospective review determinations for requests submitted within 180 days from the date of service. All retrospective review decisions are made within 30 calendar days of receipt of all needed dental or medical information. MCNA will not subsequently retract its authorization after services have been provided or reduce payment for an item or service furnished in reliance upon a previous authorization approval, unless the approval was based on a material omission or misrepresentation about the member's health or dental condition by the provider.

6.5.10 – Changes to Utilization Management Components

MCNA obtains written approval from LDH for our service authorization protocols and any changes thereto. We provide no less than 60 days written notice to LDH before making any changes to the administration and/or management procedures and/or authorization, denial or review procedures, including any delegations.

6.6 – Provider Network Requirements

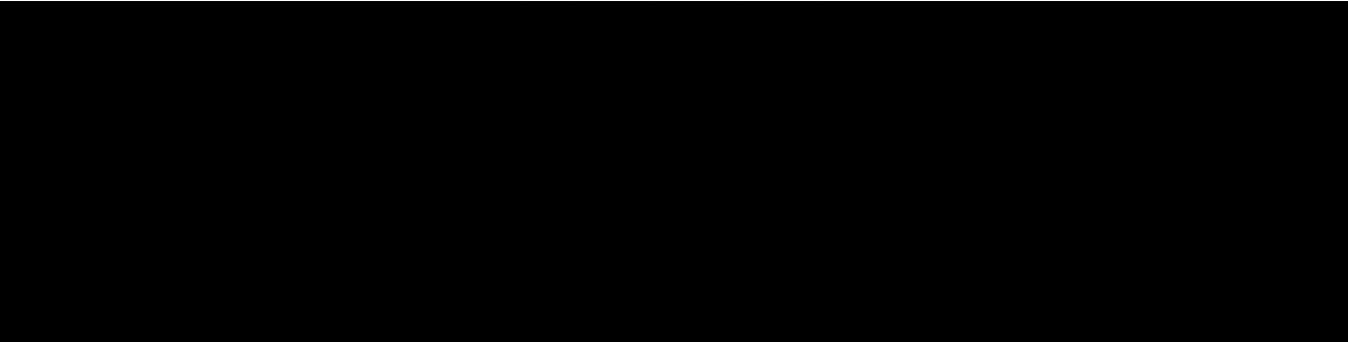
MCNA has over 25 years of experience building extensive networks and credentialing providers. Our provider network development and management approach is based on our vast experience throughout the nation collaborating with providers, dental schools, Federally Qualified Health Centers (FQHCs), and Indian Health Care Providers (IHCPs). MCNA also uses feedback from our members and their families to create network solutions to address challenges and barriers to dental care. This approach facilitates communication and ensures providers have the tools and support they need to meet the needs of our members.



6.6.1 – General Provisions

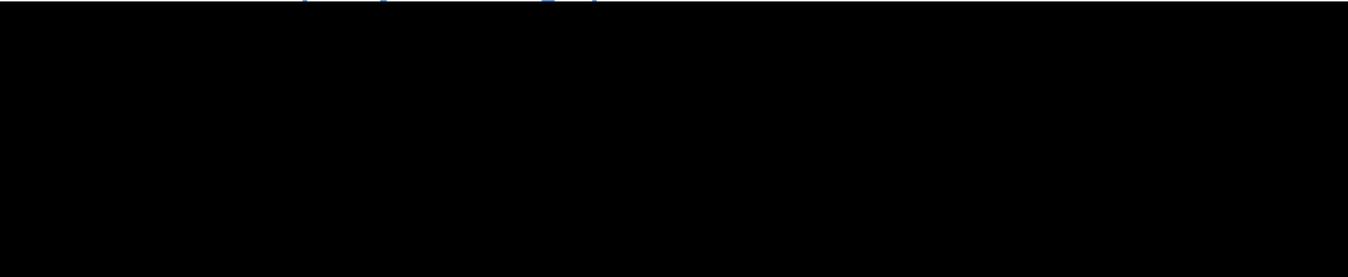


Our members have access to dental care at least equal to or better than community norms. Our network reflects the needs and service requirements of our population, is sufficient to serve the number of members in Louisiana and maximizes the availability of primary and specialty care dental services.

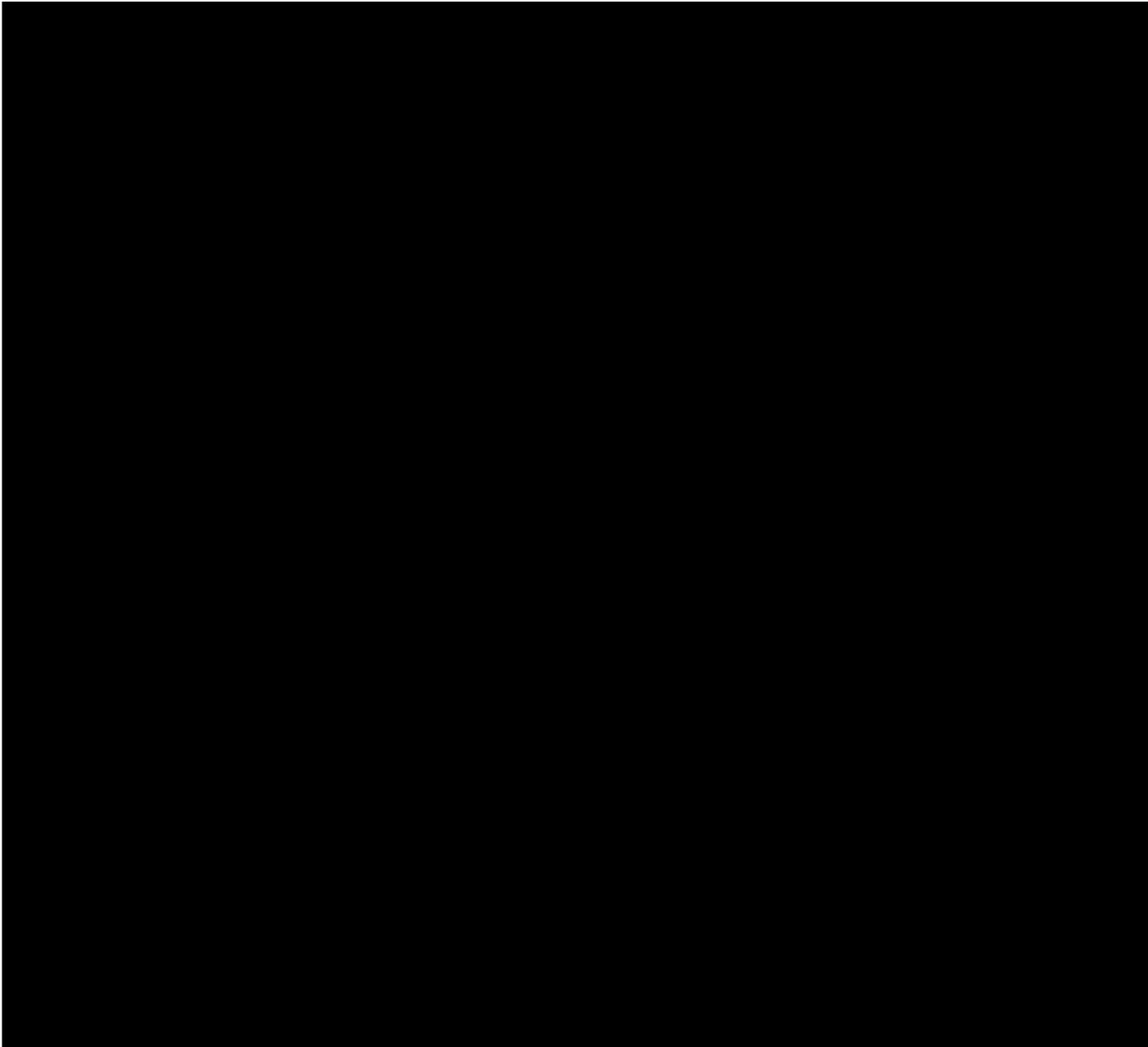


We ensure travel distance, waiting times, length of time to obtain an appointment, and after-hours care are monitored and enforced in accordance with our contractual provisions. MCNA ensures timely and adequate coverage of services and coordination of care with out-of-network providers until a network provider is contracted if in-network services are not available. MCNA provides available, accessible, and adequate numbers of service locations, service sites, and dental professionals for the provision of covered dental benefits and services. All providers must be in compliance with the Americans with Disabilities Act (ADA), and each member may choose among participating providers. MCNA performs ongoing monitoring, including secret shopper activities, to ensure provider compliance with access requirements. We ensure that providers comply with these requirements and will take corrective action as needed. Appointment availability surveys are conducted at least annually and are submitted to LDH. We understand and acknowledge that we may be subject to monetary penalties for provider non-compliance and that the LDH reserves the right to change provider qualifications and minimum network adequacy requirements.

6.6.2 – Network Capacity and Geographic Access Standards



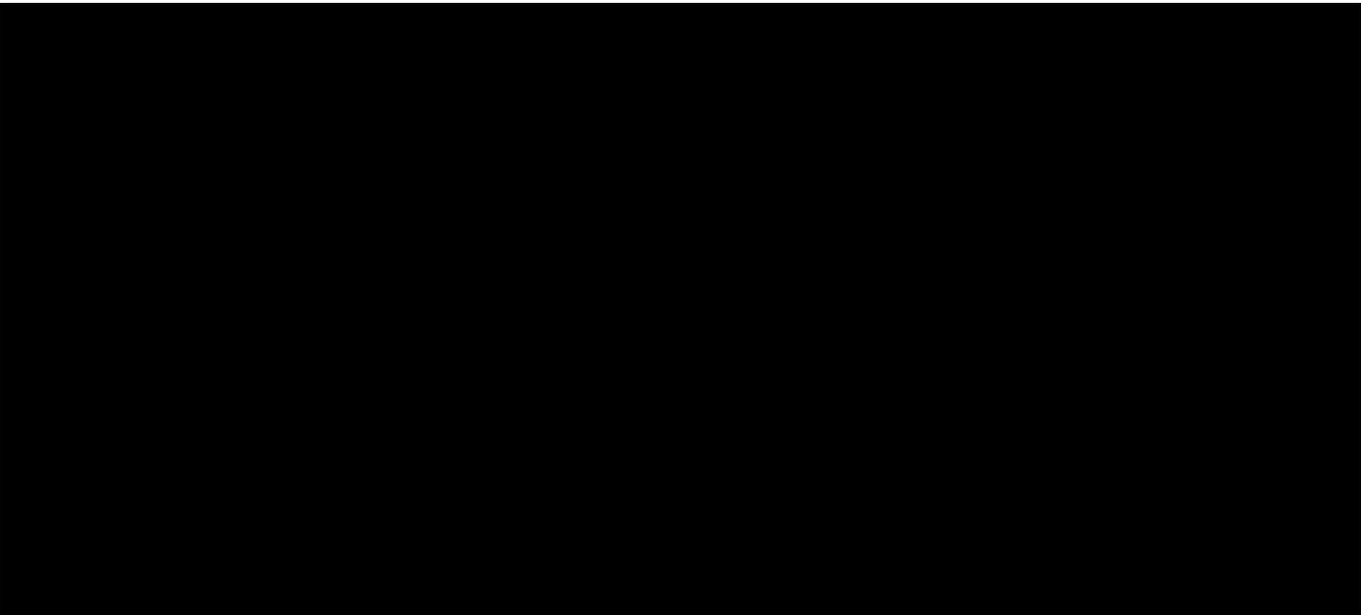
Timely access to care is the primary objective of a robust, well-designed dental managed care program. MCNA is dedicated to communicating with and ensuring that participating providers always make access to care a top priority for our Louisiana members. If a member requests a provider who is located beyond access standards, and MCNA has an appropriate provider within the network who accepts new patients, MCNA will grant the request. However, MCNA understands that we shall not submit encounters for travel outside of the access standards if an appropriate provider was available within the access standards.



Identification and Resolution of Network Gaps

On an ongoing basis, our Network Development Department proactively assesses the adequacy of our network to ensure members have access to the care they need. Utilizing the advanced geoaccess analytic capabilities of the Network Management module of DentalTrac™, the Network Development team quickly defines, models, and implements effective provider networks based on pre-set criteria. On a monthly basis, our Network Development team reviews geoaccess reports to measure the travel time and distance from our members' residences to provider offices to identify any specific areas where gaps exist and capacity needs to be developed.

MCNA evaluates enrollment data and changes in the existing provider network on a monthly basis to forecast future needs. Both our Associate Vice President of Network Development and our Vice President of Dental Management and Quality Improvement review ongoing data, including member complaints, to verify that we are providing our members appropriate access to quality dental services. Our Network Development and Quality Improvement teams monitor network performance, address opportunities for improvement, and communicate follow-up actions to the Quality Improvement Committee (QIC) on a quarterly basis.



6.6.3 – Provider Enrollment

MCNA understands that in accordance with 42 CFR § 438.602(b) and upon LDH implementation of a provider management system, MCNA and its subcontractors shall not enter into a network Provider Agreement with a provider to deliver services to Medicaid beneficiaries when the provider is not otherwise appropriately screened by and enrolled with the State according to the standards under 42 CFR § 455 Subparts B and E and upon implementation of appropriate systems. Such enrollment includes providers that order, refer, or furnish services under the State Plan and Waivers. Such enrollment does not obligate providers to participate in the Fee-for-Service (FFS) healthcare delivery system.

Once providers are screened and enrolled with the State, MCNA may further credential providers to verify they are qualified to perform the services they are seeking to provide and execute network Provider Agreements. The State may implement a NCQA-certified Credentials Verification Organization (CVO), in which case MCNA shall participate on the CVO credentialing committee and accept the final credentialing decisions of the CVO.

MCNA does not pay claims to or execute contracts with individuals or groups of providers who have been excluded from participation in federal health care programs under either Section 1128, Section 1128A, or Section 1156 of the Social Security Act or state funded health care programs. We will also terminate contracts with providers who have been excluded from participation or who are otherwise barred from participation in the Medicaid and/or Medicare program, including those meeting the conditions of Subsection 6.6.3.3.2.1 of this RFP.

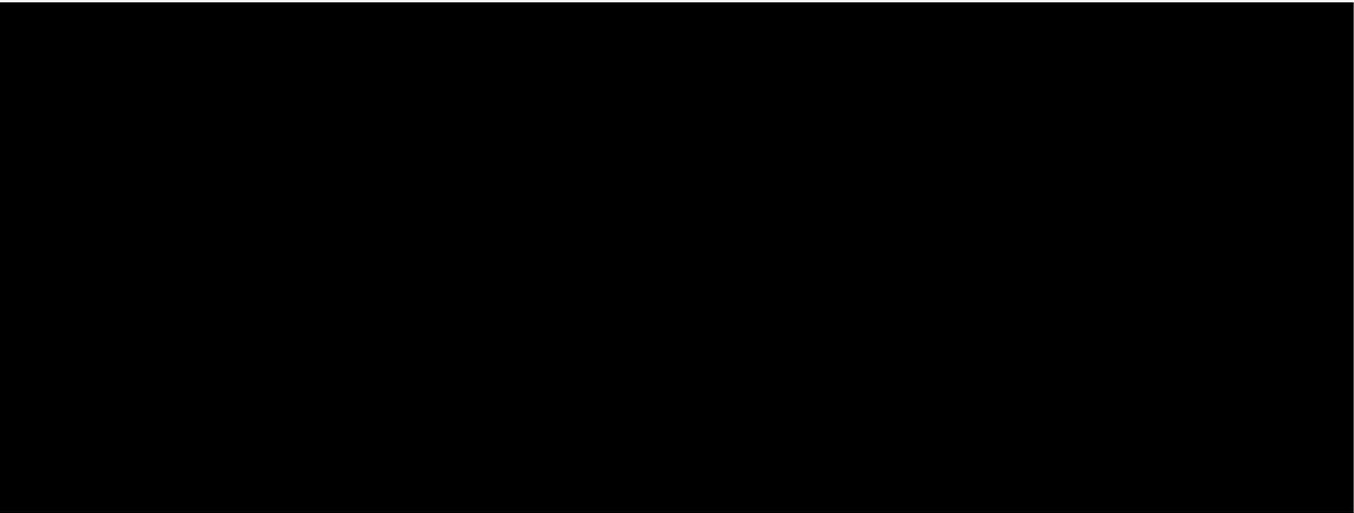
We do not remit payment for services provided under the contract to providers whose practice location or pay-to location is located outside of the United States. We understand that the term “United States” means the 50 states, the District of Columbia, and any U.S. territories.

MCNA does not discriminate with respect to participation in the program, payment or indemnification against any provider solely on the provider’s type of licensure or certification. We follow a documented process for credentialing and re-credentialing of network providers. MCNA does not discriminate against particular providers that service high-risk populations or specialize in conditions that require costly treatment.

6.6.4 – Demonstration of Network Adequacy

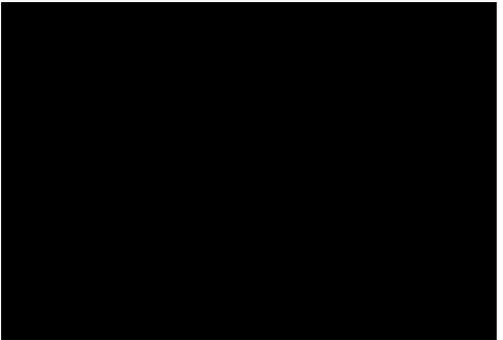
MCNA maintains a sufficient number, mix and geographic distribution of providers, including providers who are accepting new Medicaid patients to provide adequate access to all services covered under the contract pursuant to LDH’s access standards. MCNA will continue to submit a weekly provider network file of all

participating providers to LDH or its agent with sufficient evidence that we have the capacity to provide covered services to all members. We will provide this information at any time upon the request of LDH.



6.6.5 – Timely Access Standards

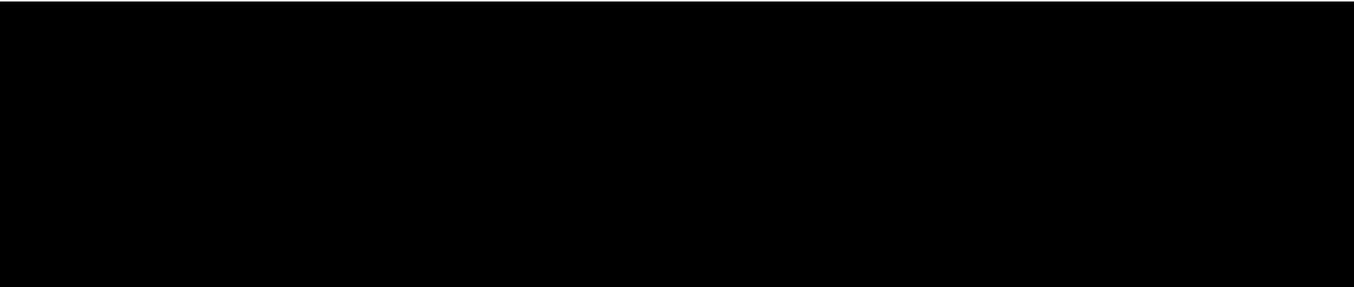
MCNA’s Louisiana Medicaid and CHIP provider network complies with timely access standards as specified in the contract. We educate our providers about appointment standards in our Provider Manual which is incorporated into our Participation Agreement. We also educate providers about these standards in our Provider Orientation training materials. Our members receive timely care and referrals to care in accordance with the following standards:



- **Urgent Care Services** – within twenty-four (24) hours of a request for services that do not require prior authorization and within forty-eight (48) hours for a request for services that do require prior authorization;
- **Primary Dental Care** – within thirty (30) days; and
- **Follow-up Dental Services** – within thirty (30) days after assessment.

We monitor timely access to care and network provider compliance through site surveys, secret shopper calls, and member complaints. Quarterly, a statistically valid sample of average appointment wait times is monitored to ensure services are in compliance with the contract and the results are reported to LDH.

If a member is determined to need a course of treatment or regular care monitoring, MCNA allows the member to directly access a specialist as appropriate for their condition. We ensure that our Louisiana network providers have an appointment system for covered dental benefits and services that is in accordance with prevailing dental community standards. Any changes to appointment standard policies and procedures will be communicated to our in-network providers and our enrollees at least 60 days prior to implementing the changes.



6.6.6 – Provider Network Development and Management Plan

MCNA maintains a provider Network Development and Management Plan (Network Plan) which ensures that the provision of covered dental benefits and services will occur. Our plan details how we develop, maintain and monitor an appropriately credentialed and contracted network of providers sufficient to meet the needs of the over 1.5 million Louisiana Medicaid and CHIP members we serve. We continuously monitor the adequacy, accessibility and availability of our provider network to ensure we meet the needs of our members, including the provision of care to members with limited proficiency in English, or with physical or mental disabilities. MCNA's LDH-approved network development and management policies adhere to all Louisiana and federal requirements. Our Network Plan will be submitted to LDH for approval within 30 calendar days from the date MCNA signs the contract with LDH, when material changes occur, and annually within 30 calendar days of the start of each calendar year.

Our Network Plan details the numbers and types of providers who furnish Medicaid covered dental benefits and services, the number of providers who are not accepting new patients, and a geographic analysis of providers and members, considering distance, travel time, and whether the location provides physical access for members with disabilities. These factors, along with the anticipated maximum number of Medicaid enrollees and the expected utilization of services, were taken into consideration in the development of the plan. Any network gaps are identified in the Network Plan along with all provisions on how access will be provided for our members.

The Network Plan assures LDH that MCNA provides:

1. Adequate capacity and services;
2. Timely access to primary dental providers;
3. Timely access to specialists;
4. Statewide service area coverage;
5. Timely access to obtain second opinions; and
6. Coverage of out-of-network providers.

MCNA arranges for medically necessary covered services should the network become temporarily insufficient within the contracted service area. We provide geomapping and coding of all network providers for each provider type. MCNA provides updated geocoding to LDH quarterly, upon any material change to

2.15.4.4 – Approach to Scope of Services

our network, or upon request. This will be provided to LDH within 30 days of contract signature, to geographically demonstrate network capacity.

MCNA monitors network compliance with our policies and LDH rules, including compliance with all policies and procedures related to the grievance and appeal processes and ensures that member care is not compromised during the grievance and appeal processes. All complaints and appeals are tracked and trended for any patterns in care delivery and for and issues with the quality of services provided. These statistics are evaluated by MCNA’s Quality Improvement Committee on a quarterly basis. Any quality of care concerns are thoroughly investigated. Provider quality and service delivery issues are taken into consideration as part of our recredentialing process.

MCNA processes expedited and temporary credentials as required in Section 6.6.6 of this RFP. During the readiness period, we understand that LDH will allow a 60-calendar day grace period from the date the contract has been signed to have all providers credentialed. We provide training for our providers and maintain records of such training. We understand that these records must be made available to LDH upon request.

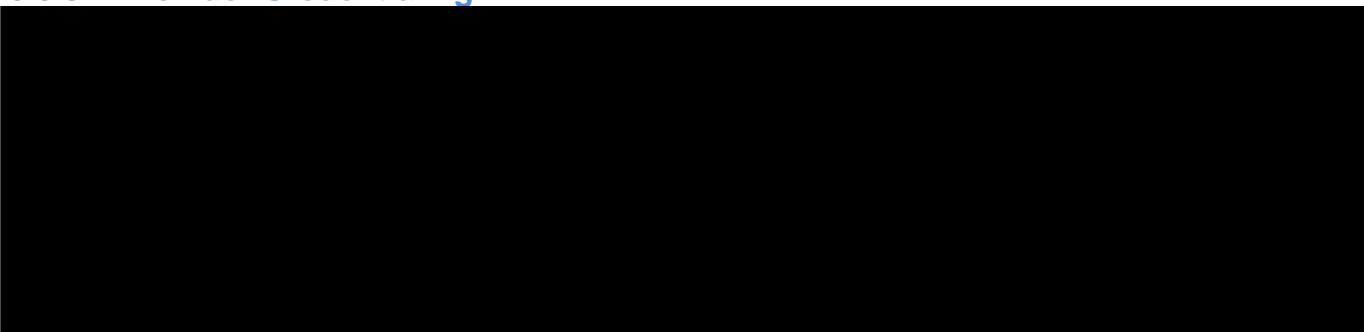
6.6.7 – Material Change to Provider Network

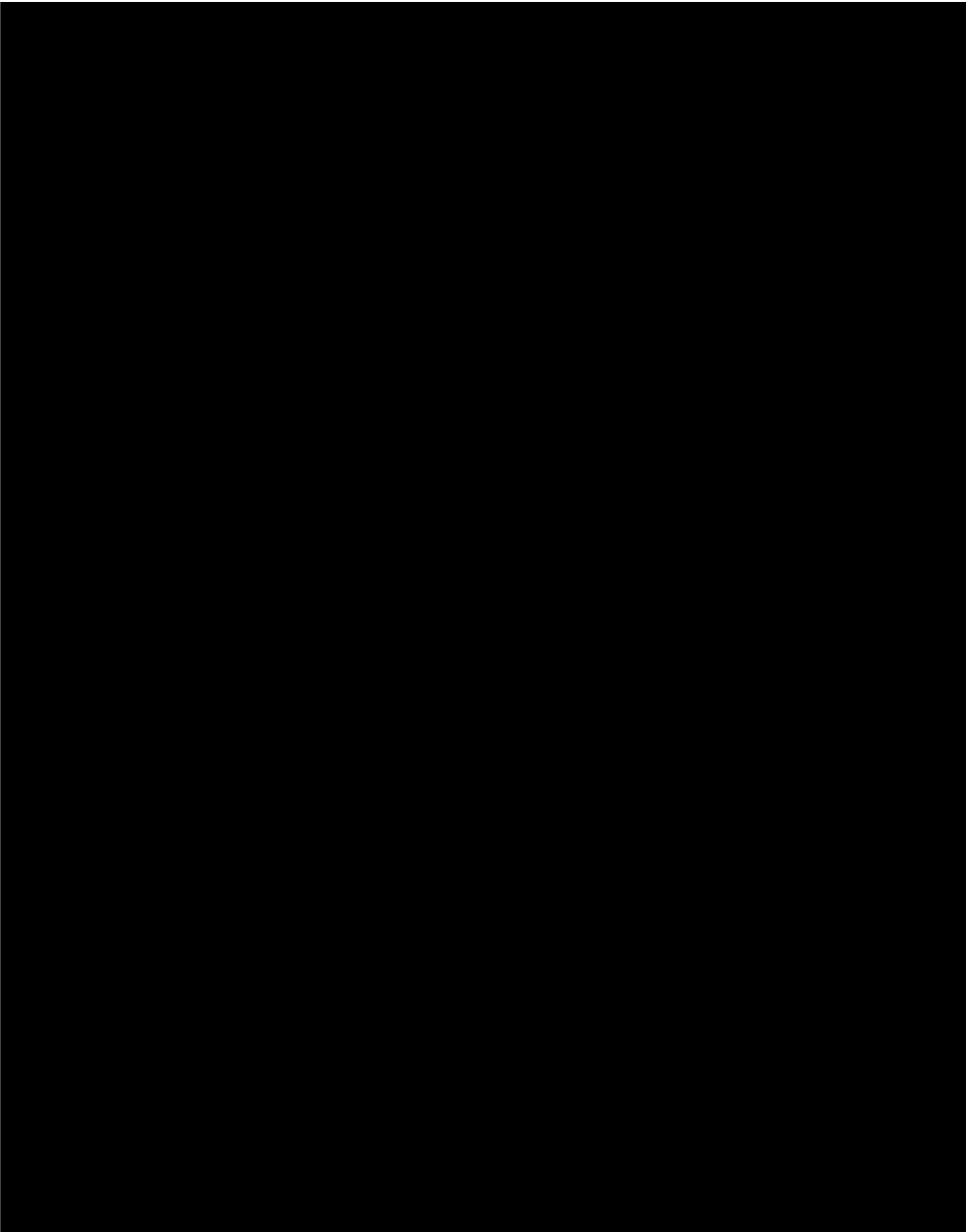
MCNA has served as the DBPM for Louisiana’s Medicaid and CHIP program since 2014, and we have never experienced a material change to our network. Our network has consistently grown, and we now have **over 1,000 contracted and credentialed dentists available** to serve our Louisiana members, the largest level of provider participation in the program’s history.

We will notify LDH within seven (7) business days of any network provider contract termination that materially impacts MCNA’s provider network, whether terminated by MCNA or the provider. The notification will include the reason for the proposed action. MCNA will also submit an assurance that services to members will not be impacted if there has been a significant change in our operations. When MCNA has advance knowledge that a material change will occur, we will submit a request for approval of the material change, including a copy of the draft notification to affected members, 60 calendar days prior to the expected implementation of the change. The request will include a description of any short-term gaps identified as a result of the change and the alternatives that will be used to fill them. MCNA understands that LDH has a 30 day review period to make a determination on the request and that we should notify LDH of situations that require a more prompt approval. MCNA will within 30 days give advance written notice of provider network material changes to affected members.

MCNA will notify LDH within seven (7) calendar days of any unexpected changes (e.g., a provider becoming unable to care for members due to provider illness, a provider dies, the provider moves from the service area and fails to notify the DBPM, or when a provider fails credentialing or is displaced as a result of a natural or man-made disaster) that would impair our provider network. The notice will include information about how the provider network change will affect the delivery of covered services and our plan for maintaining the quality of member care, if the provider network change is likely to affect the delivery of covered services.

6.6.8 – Provider Credentialing





2.15.4.4 – Approach to Scope of Services

We understand that the State reserves the right to contract with a single CVO. MCNA agrees to use the CVO for the credentialing and re-credentialing of all participating providers, and at the direction of LDH, we will participate on the State-contracted CVO's Credentialing Committee to evaluate provider credentialing files (including re-credentialing files) using a peer review process.

6.6.9 – Provider Agreement Requirements

MCNA enters into written, signed, and dated Provider Agreements with our network dentists. Our LDH approved Provider Agreement complies with all state and federal regulations. Prior to contracting with a network provider or paying a provider's claim, MCNA ensures that the provider has a valid National Provider Identifier (NPI) Number, has a valid license or certification to perform services, has not been excluded or barred from participation in Medicare, Medicaid, or CHIP, and has obtained a Medicaid provider number from LDH upon implementation of appropriate systems.

Our Provider Agreement complies with all contractual requirements included in Section 6.6 of this RFP. Nothing limits communication between members and providers regarding patient care and treatment options. All access and availability standards and details regarding covered services are outlined in MCNA's Provider Manual which is incorporated into our Provider Agreement. Our manual also informs all providers at the time they enter into a provider agreement about members' rights to file grievances and appeals, and request state fair hearings as specified in 42 CFR § 438.400 through 42 CFR § 438.424.

MCNA complies with all sanctions imposed by the State on network providers, including enrollment revocation, termination, and mandatory exclusions in a timely manner. Our Provider Agreement requires at least 90 days notice prior to voluntary provider termination.

If a Medicaid provider requests participation in our network, MCNA makes a good faith effort to execute a Provider Agreement if the provider meets our terms and conditions for participation as established in our NCQA accredited credentialing process. If MCNA declines participation to an individual or group of providers, we will provide written notice of the reason for this decision to the provider or group within 14 calendar days of the decision.

Our credentialing process has been reviewed and approved by LDH, and we will submit it again for review within 30 days of signing the contract under this RFP. All documentation regarding our attempt to contract is maintained. We understand that MCNA may limit provider participation to the extent necessary to meet the needs of our members and that we may use payment amounts that are greater than the published Medicaid fee schedule for different specialists or for different practitioners in the same specialty.

6.6.10 – Provider Discrimination Prohibited

Our network development methods are designed to ensure that our network includes a diverse array of providers to care for the population served. MCNA recruits providers who value diversity and are committed to serving people of racial and ethnic minorities and those with disabilities. Our provider selection policies and procedures do not discriminate against providers serving high-risk populations or those who specialize in conditions requiring complex and costly treatment.

MCNA captures information from providers regarding their own and their staff's language abilities. This information is maintained on our Online Provider Locator so that members can choose providers who speak their preferred language.

Our provider agreement requires compliance with the ADA (Americans with Disabilities Act) and includes non-discrimination provisions that we monitor and enforce. Member complaints are also monitored for any allegation of discrimination by a network provider.

Please see Section 3.7 from our Louisiana Provider Agreement below:

Section 3.7 – Nondiscrimination by MCNA. MCNA shall not discriminate against any Provider who services high-risk populations or who specializes in conditions that require costly treatment or based upon that Provider’s licensure or certification.

MCNA employs a **diverse workforce** that represents the spectrum of cultural diversity of our membership. Our Member and Provider Hotlines are supported by bilingual and multilingual staff. MCNA hires employees who are committed to their community, represent a variety of cultural backgrounds, and are capable of communicating in cross-cultural situations.

We require employees to conduct business in a manner that recognizes the values, and affirms and respects the worth of the individual, and protects and preserves the dignity of each. All MCNA employees receive compliance and cultural competency training within 30 days of initial hiring and upon adoption of updates to the program. On an annual basis, MCNA staff receive training and are evaluated on their compliance with the cultural competency requirements of our program. Our Call Center staff is assessed for their cultural competency through direct observation, and through monitoring of member and provider calls. MCNA monitors member and provider complaints regarding our staff to identify any cultural competency or discrimination issues.

6.6.11 – Notice of Provider Termination

In the event of termination of a provider agreement for cause, MCNA provides immediate electronic notice to the provider, followed by a certified letter mailed within one (1) business day. We notify members within 30 calendar days of notice to the provider that their primary dental care provider is no longer in our network. This notice includes a list of recommended network providers in the member’s surrounding area.

Notice is also provided to members who have been receiving a prior authorized course of treatment, when the treating provider becomes unavailable. The written notice is provided within 10 calendar days from the date MCNA becomes aware of the change in the provider’s status. MCNA notifies our members immediately when we become aware that a provider has died, is unable to care for members due to illness, moves from the service area and fails to provide notification, fails credentialing, or is displaced as a result of a natural or man-made disaster. We document the date and method of notification and termination. MCNA also notifies LDH when a provider or credentialing application is denied or a provider is disenrolled due to program integrity reasons, or when MCNA otherwise limits the ability of providers to participate in the program for program integrity reasons. **MCNA’s commitment to maintaining and improving access to care for our members is at the heart of our corporate culture.**

6.7 – Provider Services

MCNA’s provider network is our greatest asset. As a company founded by dentists, we understand the importance of building relationships with our network providers to deliver high-quality care, improve outcomes, and increase member and provider satisfaction.

6.7.1 – General Provisions

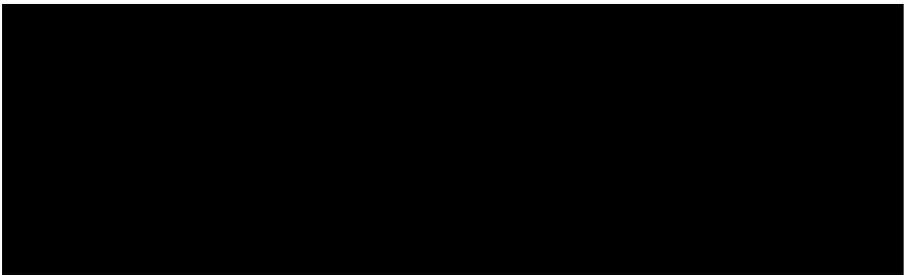
Leveraging over 25 years of experience developing and maintaining relationships with dental providers, we have learned that the best strategy for long-term success is **ongoing engagement**. We deliver the optimal provider experience through our dedicated, highly trained Provider Relations Representatives and Provider Hotline Representatives who provide **one-on-one support, our committed leadership team, and leading-edge technology**. Our multi-faceted approach enables MCNA to respond timely and accurately to inquiries, questions, and concerns from our Louisiana providers. In accordance with Section 6.7.1 and as described

throughout this response, MCNA monitors provider compliance with the Provider Agreement and contract requirements and takes action as appropriate.

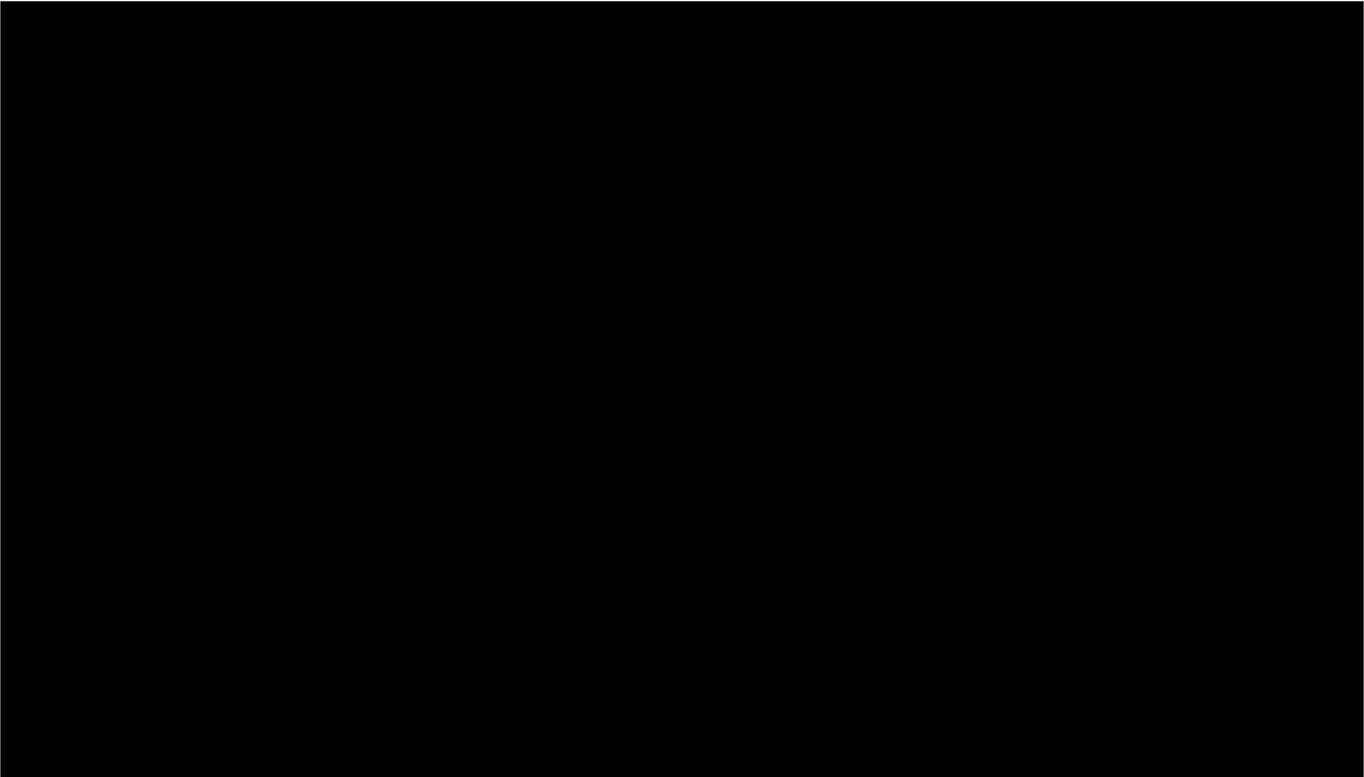
6.7.2 – Provider Relations

Since we began serving Louisiana Medicaid and CHIP members in 2014, MCNA has maintained a **skilled and responsive Provider Hotline** to serve the needs of our Louisiana Medicaid and CHIP programs. This Hotline’s performance **consistently exceeds Louisiana standards**. To support and maintain our network, we are committed to providing world-class customer service to our contracted providers, minimizing administrative requirements so our providers can focus on patient care. Our dedicated Louisiana Provider Hotline is staffed Monday through Friday from 7 a.m. to 7 p.m. Central Time, excluding State-approved holidays, exceeding contractual requirements. To accommodate providers who need assistance outside normal business hours, our hotline is answered by the automated Interactive Voice Response (IVR) system which informs providers of our Hotline’s normal operating hours and allows them to check a member’s eligibility for services by entering the provider’s identifying information and the member’s ID and date of birth.

When providers call, MCNA’s IVR system answers **within three rings** and offers a series of prompts to ensure calls are routed correctly. When an MCNA Provider Hotline Representative (PHR) receives a call from a provider, the PHR documents and categorizes the call



in our proprietary management information system, DentalTrac™. Through DentalTrac™, PHRs can search for information and accurately answer questions about member enrollment status and benefits; claims, referrals, and authorization submissions; and provider enrollment status and fee schedules. PHRs also provide ongoing provider training and general assistance regarding program operations and requirements. Providers can register complaints, submit inquiries, request information, or seek information about covered benefits.



2.15.4.4 – Approach to Scope of Services

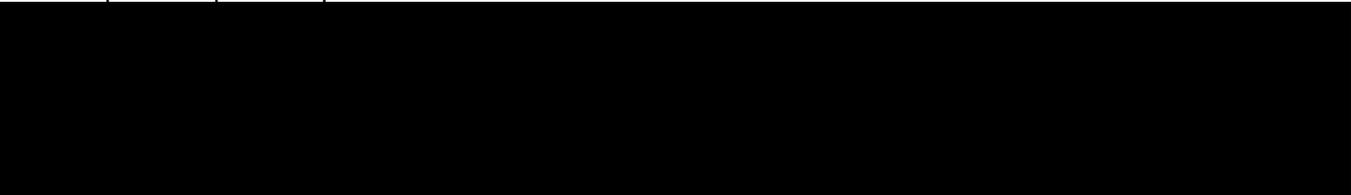
In addition to our Provider Hotline, MCNA maintains **regionally-located Provider Relations Representatives (PRRs)** across the state who work directly with providers to quickly resolve issues and meet one-on-one during site-visits. Peer-to-peer consultations are available as needed to discuss clinical issues. Our Representatives are available via phone, email, and mail, and respond to provider inquiries within one business day of receipt. MCNA’s PRRs also perform both scheduled and ad hoc network provider site visits focused on essential areas of office management and care delivery. These visits include surveys of areas such as appointment availability, office hours, services available, ADA accessibility, and compliance with OSHA and HIPAA requirements.

6.7.3 – Provider Website and Portal

MCNA offers our Louisiana providers access to a wide range of up-to-date resources on the Medicaid Dental Benefit Program through our public website at <https://www.mcnala.net>, and via our secure HIPAA-compliant Provider Portal to help them make the best treatment decisions for our members. Our website includes all forms needed to contract with and be credentialed by MCNA. It also contains useful provider forms, the Provider Manual, and a section for frequently asked questions (FAQs).

Our Provider Portal offers state-of-the-art web-based applications for our participating providers. All providers are educated about the Provider Portal functionality during our provider orientation training sessions and ongoing Portal-focused webinars. This easy-to-use online portal allows providers to:

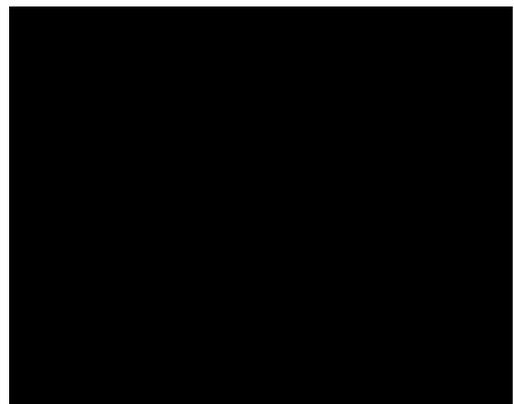
- Access the Provider Manual, provider training materials, newsletters, program announcements, and relevant LDH bulletins and updates
- View upcoming trainings and access workshop materials
- Obtain information on the provider complaint system and processes for obtaining information and referrals
- Perform operational activities, including the ability to submit and view the status of claims, appeals, authorizations, and referrals
- Obtain information on how to contact MCNA’s Provider Relations Representatives
- Verify member eligibility and the member’s dental treatment history
- Print Remittance Advices (RAs)
- View a member roster and create an appointment book
- View and update demographic information, manage fee schedules, and view scorecards and provider profile reports



6.7.4 – Provider Manual

MCNA maintains an LDH-approved Provider Manual to educate our network providers on a wide spectrum of topics, including a complete user guide explaining the functionality of our Provider Portal. Our Louisiana Provider Manual complies with state and federal requirements and outlines how to submit prior authorizations, complaints, and appeals, and lists important telephone numbers such as the Provider Hotline and the Fraud, Waste, and Abuse Hotline. Other information in the manual includes:

- A description of MCNA and covered benefits and services
- Emergency dental service responsibilities
- Primary Dental Provider (PDP) responsibilities



2.15.4.4 – Approach to Scope of Services

- Information on the provider and member grievance and appeal processes
- Medical necessity standards, practice protocols and guidelines, including for complex and chronic conditions, and procedures governing prior authorization and referrals
- Claims submission standards and instructions for submission, including samples of clean and complete claims
- Claims payment policies and prompt pay requirements
- Quality performance requirements and dental records standards
- Provider rights and responsibilities

The Provider Manual is available online and is provided in hard copy, free of charge, within five business days of request by a provider. MCNA sends written notification to all providers that describes how to obtain the Provider Manual from MCNA’s website and the process for requesting a hard-copy manual. Notice of changes to the Provider Manual are disseminated 60 days in advance through our provider bulletins and *Dental Details* newsletter. Changes may also be discussed during webinars or other training opportunities. MCNA understands that LDH must approve our Provider Manual and any revisions prior to publication.

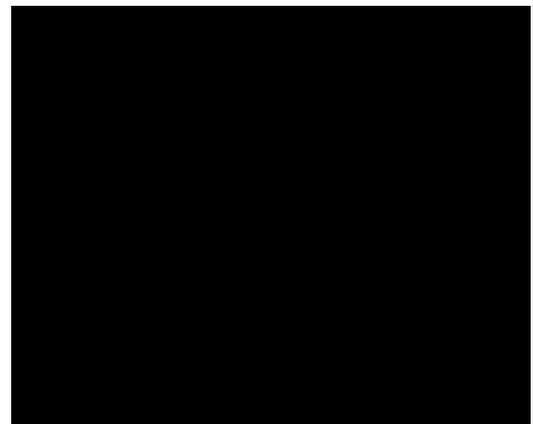
6.7.5 – Provider Education and Training

At MCNA, we believe the key to our success can be attributed to the strong relationships we have built with our provider communities. Experience has taught us the most effective way to build relationships is by first establishing trust. MCNA establishes trust with our provider communities using the following five essential elements:

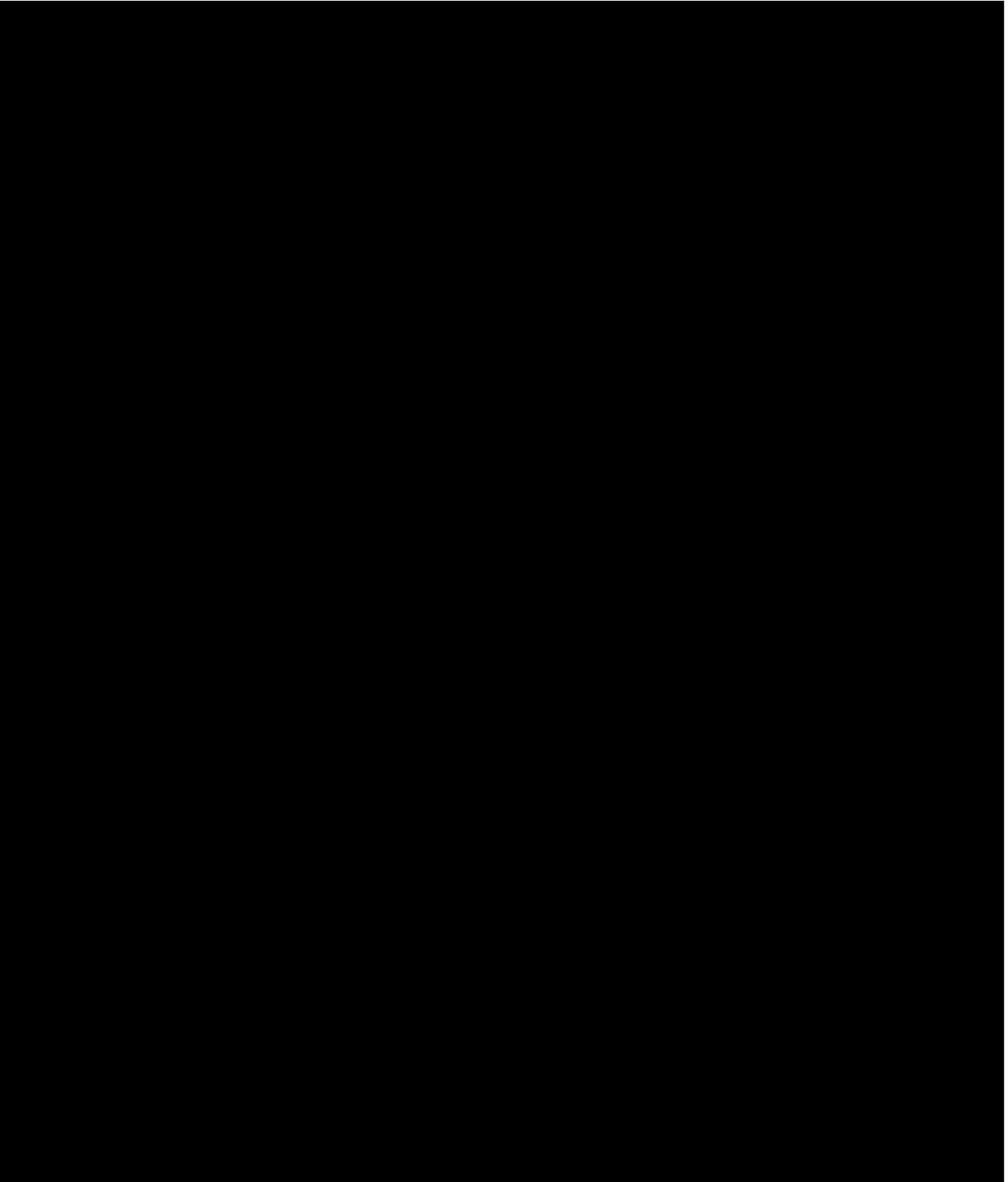
- **Mutual Concern:** MCNA demonstrates shared concern with our providers about the oral health of our members.
- **Keeping Commitments:** MCNA exhibits integrity, ability, and character in keeping commitments to our providers and members.
- **Open Communication:** MCNA fosters an open communication environment among employees, providers, and members.
- **Active Collaboration:** MCNA actively collaborates with community partners, providers, and members to promote good oral health.
- **Long-Term Perspective:** MCNA invests in provider education and training to contribute to overall provider and member satisfaction.



Building and maintaining relationships with the Louisiana provider community is always our top network development priority. With this long-term perspective in mind, MCNA conducts initial and ongoing provider orientations and online training seminars, and offers a wealth of supporting information through our Provider Portal and Provider Manual. In Louisiana, we provide training to providers and staff about the program, covered services and benefits, special needs of our members, and requirements of the contract within 30 calendar days of the provider or provider group joining our network. This training includes how to access MCNA’s Provider Portal. Additional training regarding Provider Portal functionality is also available 24/7 through our online YouTube educational video library and our Portal User Guide.



The following work plan ensures that the concerns and needs of the Louisiana dental community are met by offering ample training opportunities throughout the year and upon request. MCNA will submit a copy of the training manual and schedule to LDH within 30 days of contract signing and will submit changes to the manual for approval at least 60 days in advance of the scheduled change and dissemination to providers.



6.7.6 – Provider-Patient Communication

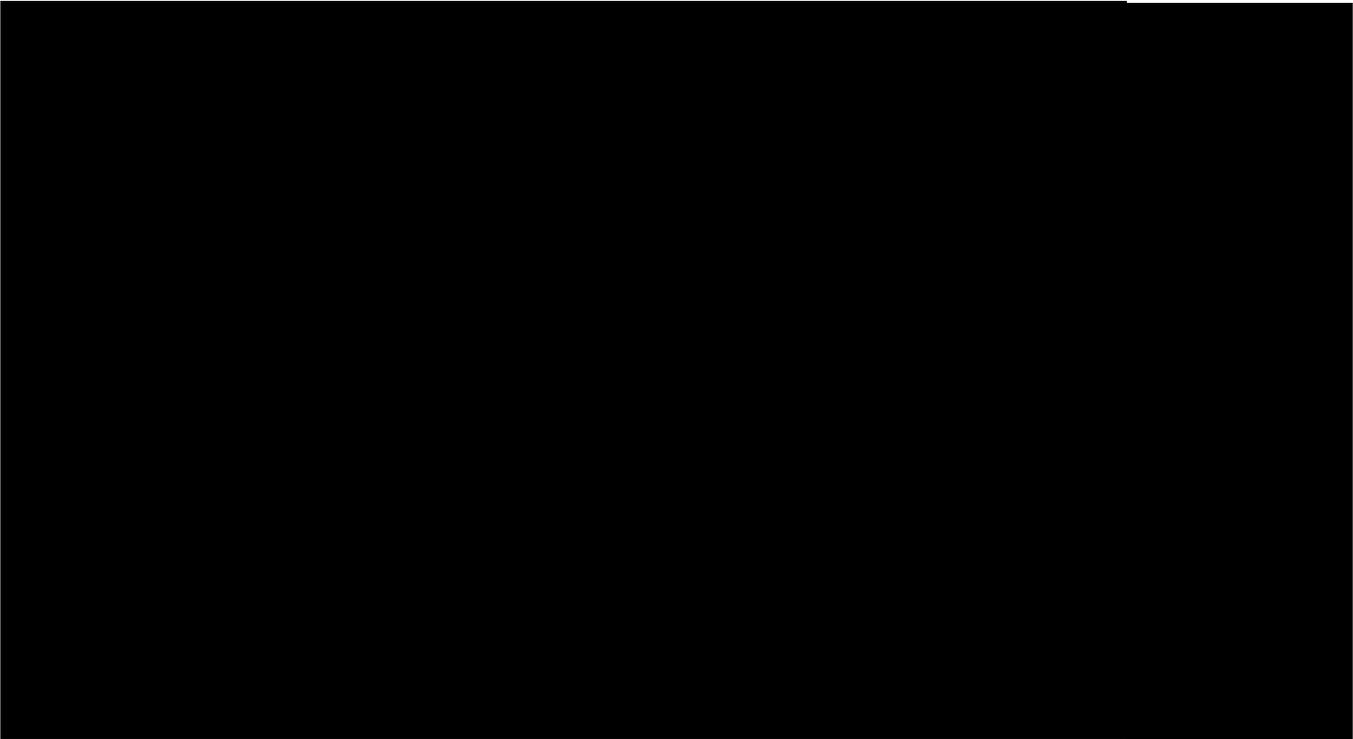
MCNA accepts and agrees to abide by the requirements related to provider-member communications, ensuring the integrity of professional advice to members, and information disclosure requirements related to provider incentive plans.

6.7.7 – Provider Complaint System

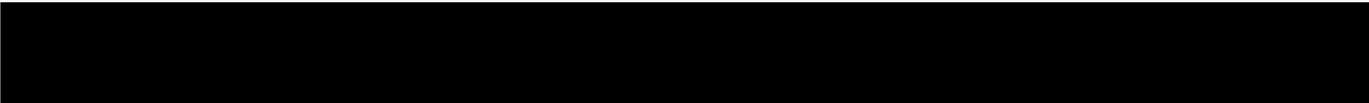
MCNA maintains a robust provider complaint process for in- and out-of-network providers in Louisiana to dispute MCNA's policies and procedures, proposed actions, claims/billing, or service authorizations, and to accept general complaints about claims payment policies, actions as defined in Section 6.7.7.3 of the RFP, or any aspect of our administrative functions. We allow providers to submit complaints both verbally and in writing. Complaint processes, including resolution times, are described in MCNA's Provider Manual and available online via MCNA's Provider Portal. Providers can also verbally ask questions or submit complaints through our Provider Hotline or our PRRs. To ensure providers are aware of MCNA's complaint process and their ability to contact the Provider Hotline, we feature the toll-free number prominently on our website, in the Provider Manual, Provider Portal, provider education materials, and for out-of-network providers, on our Remittance Advices.

Provider Complaint Policies, Procedures, and Timeframes for Resolution

We maintain LDH-approved written policies and procedures that detail the operation of the provider complaint process. Our policies and procedures comply with Section 6.7.7.6 of this RFP. Providers may file a written complaint within 30 calendar days of the event that is the basis of the complaint. MCNA acknowledges the complaint within three business days of receipt and resolves the complaint within 30 calendar days of receipt, unless both the provider and LDH have been notified of the outstanding issue and a need for an extension for resolution. All complaints are resolved in no more than 45 calendar days. If a provider has exhausted MCNA's internal complaint process and is dissatisfied with the resolution, they may file a complaint directly with Louisiana Department of Health/Medicaid Management Information Systems (LDH/MMIS) for any issues or decisions that are not a unique function of MCNA.

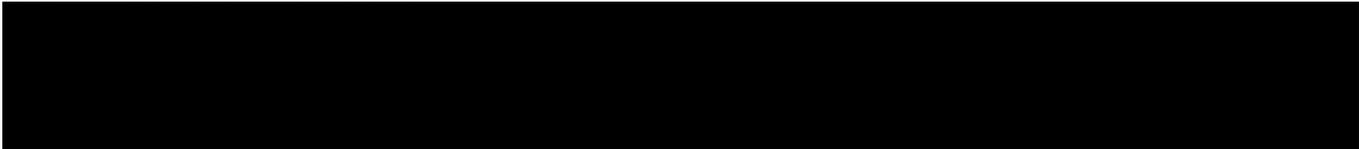


We distribute our policies and procedures to in-network providers via the Provider Manual. Out-of-network providers receive information about accessing a copy of our Provider Manual via MCNA's website on their remittance advice. Our Provider Manual includes specific information such as details about the Provider Hotline, how to submit a complaint by contacting a PRR or via email or surface mail, and how to request a face-to-face meeting to present a case to MCNA. It also provides directions on how to access the full policies and procedures on MCNA's website, and how to obtain a hard copy at no charge.



6.8 – Provider Payment

6.8.1 – General Provisions



We do not pay for expenditures related to items or services for which funds may not be used under the Assisted Suicide Funding Restriction Act of 1997, or items or services furnished by a provider during a period where LDH has determined there is reliable evidence of circumstances giving rise to the need for a withholding of payments, which involves fraud, willful misrepresentation, or abuse under the Medicaid program, or a crime committed while rendering goods or services to Medicaid recipients. MCNA understands that we may enter into incentive arrangements with providers in accordance with federal regulation.

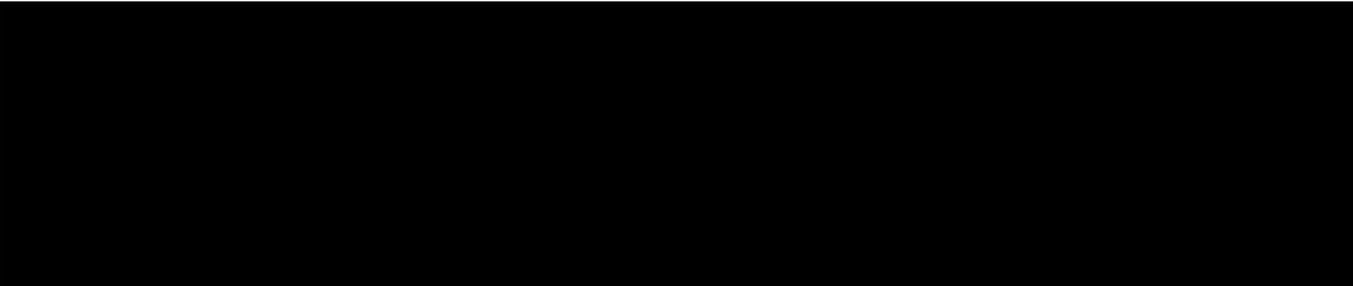
6.8.2 – Minimum Payment to In-Network Providers

We are committed to maintaining a strong Louisiana network of providers. MCNA reimburses in-network providers for covered dental benefits and services in an amount no less than the rates on the published Medicaid dental fee schedule at the time of service.

6.8.3 – Payment for Emergency Dental Services

MCNA recognizes the importance of immediate access to dental services during emergencies. For this reason, prior authorization is not required for emergency dental services, and emergency care is also covered when furnished by an out-of-network provider. We do not limit what constitutes an emergency dental condition on the basis of diagnoses or symptoms or refuse to cover emergency dental services based on the emergency provider not notifying the member’s primary dentist of the screening and treatment within 10 calendar days of presentation for emergency dental services. MCNA also reimburses covered emergency dental services when an MCNA representative instructs the member to seek emergency care. MCNA is financially responsible for emergency dental services and will not retroactively deny a claim for emergency dental services to a member because the member’s condition, which appeared to be an Emergency Dental Condition under the prudent layperson standard, was subsequently determined to be non-emergency in nature. MCNA makes prompt payment for covered emergency dental services that are furnished by out-of-network providers, and in compliance with Section 6085 of the Deficit Reduction Act (DRA) of 2005. Out-of-network provider payment for the provision of emergency dental services shall be no more than what would be paid under the Medicaid Dental Fee Schedule. We acknowledge expenditures for emergency dental services are factored into the capitation rate described in the contract.

6.8.4 – Indian Health Protections



We reimburse our in-network IHCPs at the applicable encounter rate published annually in the Federal Register by the Indian Health Service. We pay IHCPs, whether participating or not, for covered services provided to Indian members who are eligible to receive services from such providers at a negotiated rate or a rate not less than the level and amount of payment we would make for the services to a non-IHCP participating provider. All payments are made in a timely manner.

MCNA permits any enrolled Indian member to choose an IHCP as his or her primary care provider. Indian members can obtain services covered under the contract from out-of-network IHCPs from whom the member is otherwise eligible to receive such services. We understand and acknowledge that if timely access to covered services cannot be ensured due to few or no IHCPs, MCNA shall be considered to have met the requirements of the contract if: Indian members are permitted to access out-of-state IHCPs; or if this circumstance is deemed to be good cause for disenrollment from both MCNA and LDH’s managed care program in accordance with § 438.56(c). MCNA allows out-of-network IHCPs to refer an Indian member to a network provider. We understand that an Indian Managed Care Entity (IMCE) may restrict its enrollment to Indians in the same manner as Indian Health Programs, as defined in 25 U.S.C. § 1603(12), and may restrict the delivery of services to Indians, without being in violation of federal regulations.

6.8.5 – Payment to FQHCs and RHCs





6.8.6 – Inappropriate Payment Denials

MCNA understands and agrees that if there is a pattern of inappropriately denying or delaying provider payments for services, MCNA may be subject to penalties, contract cancellation, or refusal to contract in a future time period. We acknowledge that this applies not only to situations where LDH has ordered payment after appeal but to situations where no appeal has been made.

6.8.7 – Dental Full Medicaid Payment (FMP)

MCNA ensures that any amounts designated in the PMPM for Dental FMP are used for payment to dentists pursuant to a network provider agreement and for a specific service or benefit provided to a specific member covered under the contract, or any other payment mechanism that is allowed pursuant to 42 CFR § 438.6.

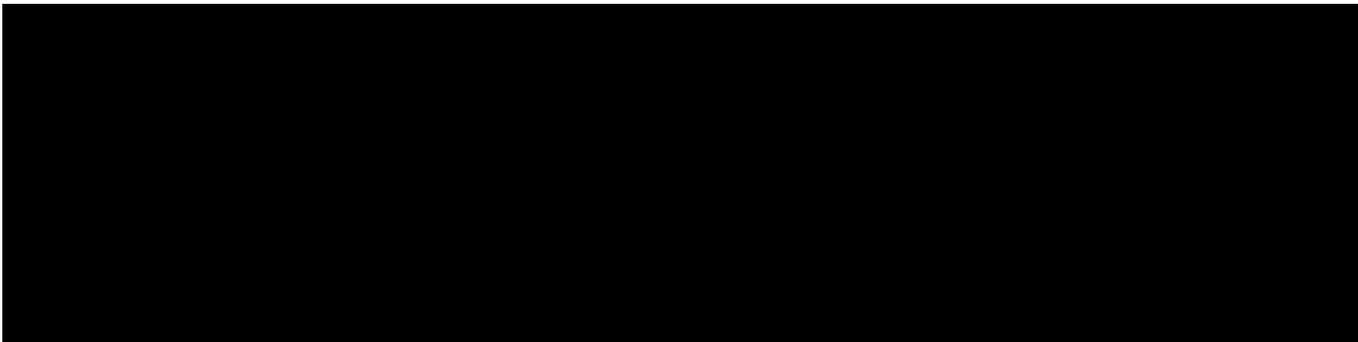
6.9 – Enrollee Marketing, Education, and Services

Preventive care is vital to MCNA’s philosophy of cultivating and maintaining good oral health outcomes for our members through patient-centered dental homes. We are committed to communication and education as we believe these are the most important tools we have to influence member behavior. We seek to empower members and their caregivers to take responsibility for their oral health by engaging them through age-appropriate, inviting materials.

We use various modes of delivery including in-person, written, text messaging, and online so that our messages are delivered in the formats most meaningful to our members. Our content is supplemented by our Louisiana Member Advocate Outreach Specialists (MAOS), who provide tailored outreach and education at health fairs and community events to help members achieve their dental health goals. MCNA enhances oral health literacy and helps members make well-informed decisions about their own dental care through this multifaceted approach.

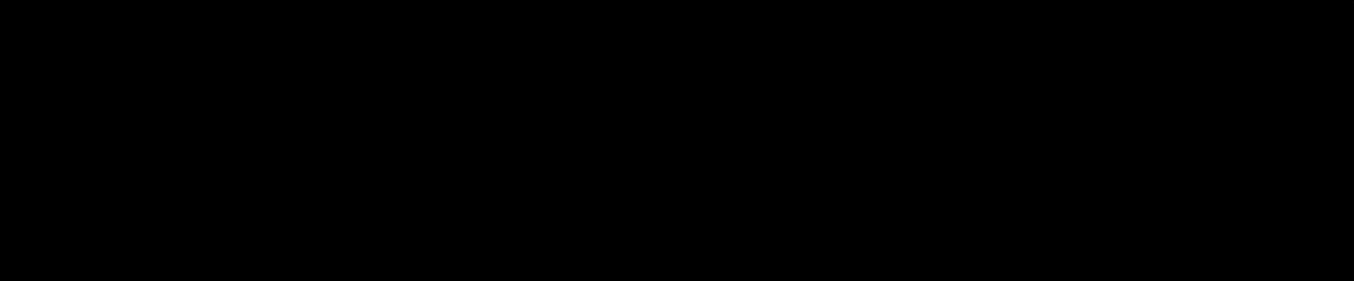
6.9.1 – General Provisions

MCNA has been educating Louisiana Medicaid and CHIP members for the past five years about the importance of achieving and maintaining good oral health, and the valuable benefits available to them in the State’s dental program. We will continue to fulfill our commitment to Louisianans by creating, producing, and distributing accurate and easy-to-understand educational materials. Population-specific, leading-edge outreach efforts are MCNA’s specialty. We solicit member input to assist with targeted population outreach efforts for underserved groups to reduce health care disparities based on factors such as racial, ethnic, and socioeconomic status.

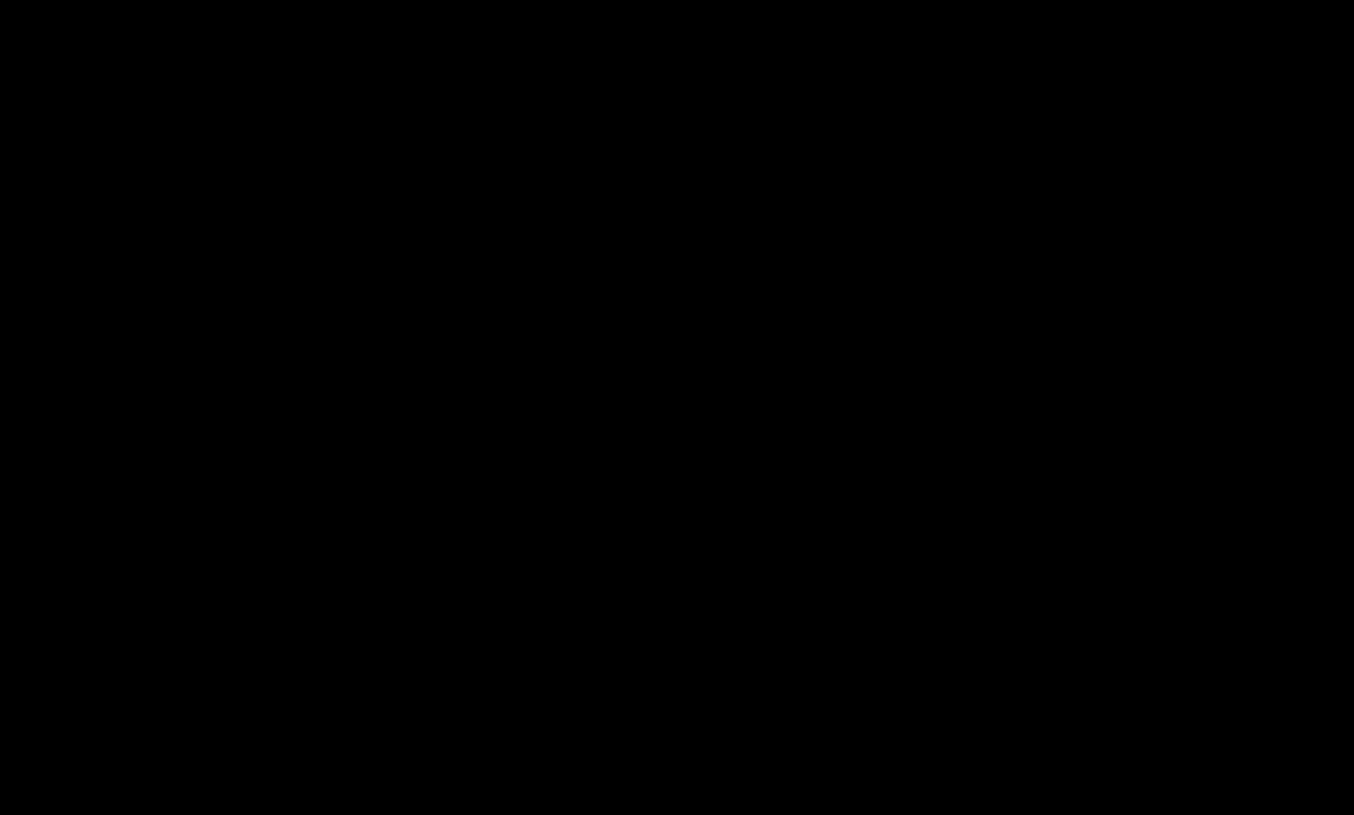


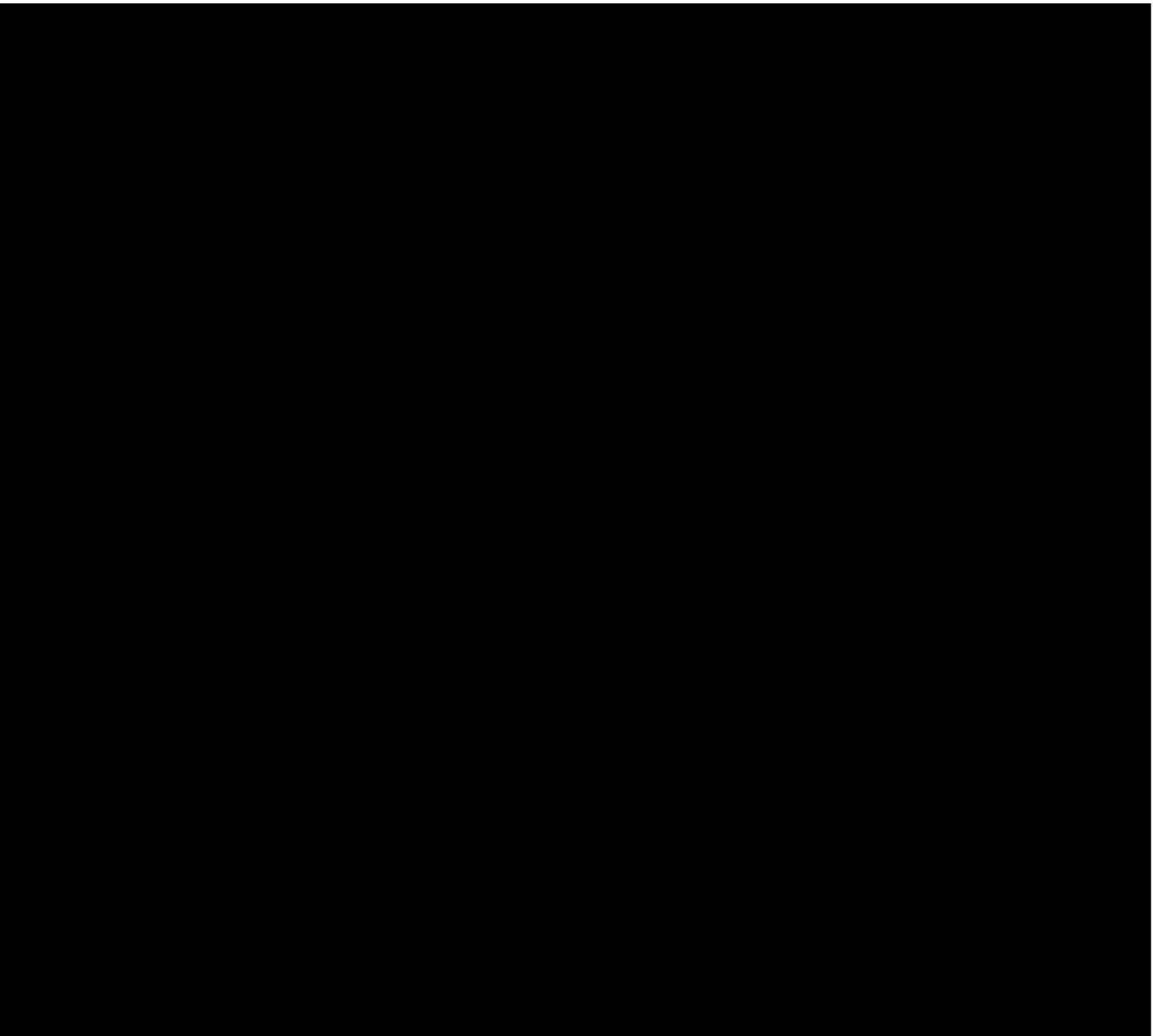
We recognize that every interaction with a member is an opportunity to share educational information about dental health and self-care. MCNA uses every contact with a member as a “teachable moment.” We also administer a carefully designed educational curriculum and promote it broadly to our membership, proactively targeting members who we identify through our data analysis as those who would benefit from direct intervention.

Our members have the option to obtain verbal answers to their questions by contacting one of our qualified Member Services Representatives (MSRs), who are our “key link” to the over 5 million members we serve. MSRs use our management information system, DentalTrac™, to answer member questions about their eligibility status, how to choose a dental home, coordination of care, and other important information to access care. To safeguard privacy, DentalTrac™ documents and tracks a member’s authorized representative with the legal authority to make dental care decisions on behalf of a member. Using this system, MSRs can confirm they are speaking to a member or authorized representative and can answer member inquiries.



All of our education efforts are conducted with utmost respect for member privacy in an orderly, non-disruptive manner. Consistent with Section 6.9.1.10, MCNA will provide at least 30 days’ advance written notice of changes affecting our members.





6.9.2 – Information Requirements

Accurate, easily understood, and readily accessible communications with members and providers are integral to the provision of quality dental care. MCNA's member materials are designed to help members more fully understand their benefits and how to access care, as well as assist with AAPD periodicity compliance and enhance CMS 416 measure results related to dental care. Our continuous quality improvement protocols assure we regularly gauge the effectiveness, readability, and accessibility of our materials – both electronic and printed – and the understandability of our telephonic systems, recorded messages, and audio. We have multiple processes in place to ensure that only the most accurate and up-to-date information is available. These processes include data element validation and integrity checks enforced at the database level, as well as our in-house team of expert web development specialists and communications specialists who are collectively responsible for maintaining and updating the website, its content, and all other distributed information.

Recognizing that modes of learning differ among members, our methods are designed to be responsive to various needs, preferences, and ages with both general and targeted education campaigns. MCNA strives to ensure all member materials are consistent in style, language, and format, and are written using plain

language that is focused on the essential information members need to understand. All written member materials are composed for ease of understanding (at or below a sixth-grade reading level based on the Flesch Kincaid grade level calculation formula) and translated into Spanish. Upon request and as required by state or federal law, MCNA will prepare written member materials in any other languages spoken by 5% or more of the member population, or as required in any of our service areas.

Leveraging our robust bilingual staff resources, we promote our translation and interpretation resources through taglines in printed materials. Website users may easily select the appropriate tab at the top right corner of the home page to choose the language they want to view.

LDH may request a modification or addition of content to our Louisiana Medicaid-specific website or directory at any time. We value our relationship with LDH and will treat such requests with the highest priority while adhering to our process standards. Requested provider directory changes be will completed within 60 calendar days or an alternative time frame approved by LDH. MCNA understands the importance of consistency of information provided to members and will continue to utilize LDH-approved terminology in our printed and online communications. Our written materials, telephonic, electronic, and face-to-face communication strategy clearly explains our members' rights and responsibilities.

MCNA's Website

Our LDH-approved website is an integral part of our cost-effective approach to member outreach. The site's technology is scalable and adaptable; anything from additional languages to entirely new color schemes can be implemented with ease by our team of web development specialists. Our site, hosted on efficient and redundant servers, offers quick page loads and easy navigation by taking advantage of modern web technologies, and contains a direct link to the LDH website.

Education is an important goal of the MCNA website. Our library of downloadable educational materials is available on our website at: <https://www.mcnala.net>. Members also have access to educational videos and fun games in the "Kid's Zone" section of MCNA's website. These interactive features engage the member while providing them education on oral health. The website is available in English, Spanish, French, and Vietnamese. It is designed to comply with accessibility standards to achieve the highest degree of usability. In addition to being cross-browser compatible and compliant with the World Wide Web Consortium's validation standards, the site also **meets the guidelines set by Section 508 of the United States Rehabilitation Act** that address accessibility for people who are visually impaired, deaf, or hard of hearing. The site is designed with clear and resizable fonts, direct navigation, and vibrant colors. No special browsers or plug-ins are needed to access essential site functionality.



MCNA's "Kids Zone" Website

MCNA's Provider Directory

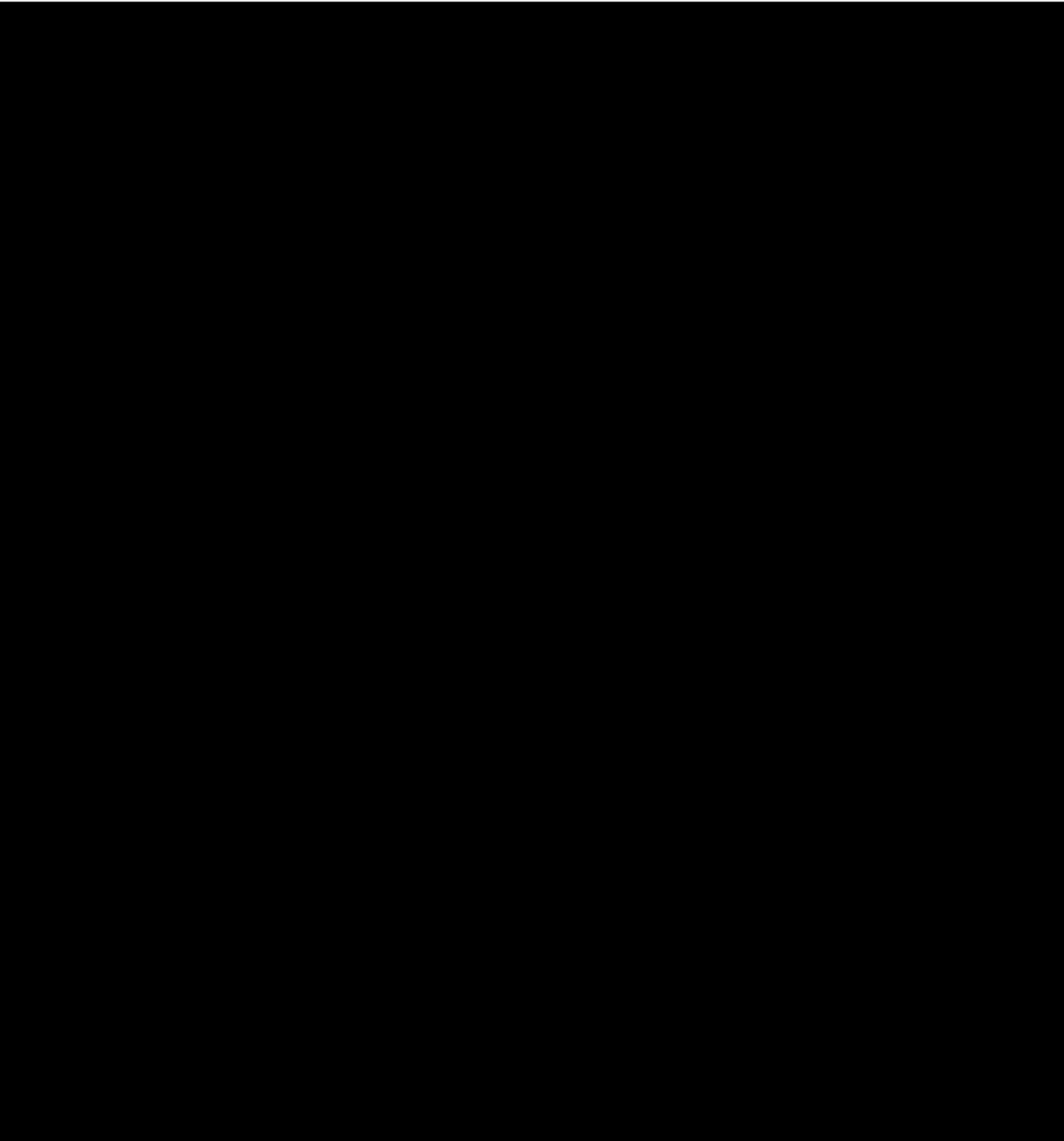
MCNA's provider directory is available to our members 24x7x365 on our website. Our online Provider Directory interfaces directly with DentalTrac™, allowing our weekly updates of the LDH provider network files to be available online in near real-time. Provider records are also reconciled with LDH data weekly. As a result, members always have access to up-to-date information from LDH, including:

- Dentist name and group affiliation, if applicable
- Office name, locations, telephone numbers, office hours, and website URLs
- Specialty credentials and certifications
- Languages spoken and completion of cultural competence training
- Ability to accept new patients and restrictions such as age
- Performance indicators
- A statement that some providers may choose not to perform certain services based on religious or moral beliefs

2.15.4.4 – Approach to Scope of Services

- Ability to treat special needs members
- Miles from the ZIP code requested

In addition to the searchable online directory, MCNA ensures the most current printed dental Provider Directory is available to participants upon request and will be sent within 5 business days of request. We track the mailing date of the Provider Directory, along with the date of request, in the member record within DentalTrac™ to ensure timely receipt. The printed Provider Directory is organized so that a member can find a provider by their name or specialty. Our printed Provider Directory is updated at least monthly (with an updated version number) to provide our members with current information.



2.15.4.4 – Approach to Scope of Services

6.9.3 – Prohibited Statements and Claims

MCNA is committed to maintaining the highest level of professional and ethical standards in the conduct of our business. We will not claim that:

- We are recommended or endorsed by CMS, the federal or state government, or similar entity.
- Marketing agents are employees of the federal, state, or parish government, or of anyone other than MCNA or the organization by whom they are reimbursed.

MCNA does not use absolute superlatives unless they are substantiated with supporting data provided to LDH as part of the material review and approval process.

6.9.4 – Prohibited Activities

We place great value upon our hard-earned reputation for honesty and integrity. MCNA will continue to uphold and enforce the highest level of standards on our marketing and communication materials and practices to adhere to and comply with the requirements outlined in Section 6.9.4 of the RFP. We will not produce, publish, or distribute to our providers for publication, materials designed to influence members to join MCNA. We will not engage in prohibited statements, claims, or activities as detailed in Section 6.9.4 of this RFP.

6.9.5 – Provider-Based Activities

We do not engage in marketing activities directly, or through our network of participating providers. MCNA ensures that all participating providers are educated on the marketing guidelines contained in the Provider Manual, and state and federal law. We monitor complaints from members, providers, event sponsors and participants, and we will continue to cooperate with LDH with respect to the disclosure of discovered marketing violations. MCNA may permit providers to display posters or other materials in common areas such as their waiting room. We do not allow providers to mail marketing materials on behalf of MCNA, nor do we offer compensation from MCNA for marketing activities.

6.9.6 – Marketing and Education Plan

We will submit for LDH approval an updated Marketing and Education Plan that complies with the requirements detailed in Section 6.9.6 and 6.9.7 of this RFP. We are proud that MCNA has never been sanctioned or placed under corrective action for any prohibited marketing practice related to the delivery of dental products by any state or federal government agency.

MCNA will submit a copy of the procedures to be used to contact Dental Benefit Program members for initial education to LDH for approval. These procedures will adhere to the process and procedures outlined in this RFP and the contract. MCNA will not begin education activities prior to the approval of the education plan. Our education plan will:

- List any subcontractors engaged in education activities;
- State education goals and strategies; and
- Include our plans to monitor and enforce compliance with all education guidelines.

MCNA will submit any changes to the education plan or included materials or activities to LDH for approval at least 30 calendar days before implementation of the education activity, unless MCNA can demonstrate just cause for an abbreviated timeframe.

6.9.7 – Materials Approval Process and Standards

We actively produce and distribute member materials in accordance with the requirements outlined in this RFP to be used in our outreach activities. These materials encourage our members to utilize their covered benefits and educate them about the importance of good oral health. All of our member materials will be submitted to LDH for approval prior to publication. This includes, but is not limited to, print, television and

2.15.4.4 – Approach to Scope of Services

radio advertisements; handbooks and provider directories; website screen shots; promotional items; brochures; letters and mass mailings; and emails.

MCNA maintains a current Louisiana Member Handbook that adheres to the requirements in 42 CFR §438.10(g) and will use the state developed model member handbook for each of the covered populations as specified in this RFP. We will conduct a quality check and ensure that all materials are consistent with the contract and state and federal requirements prior to submitting materials for review by LDH.

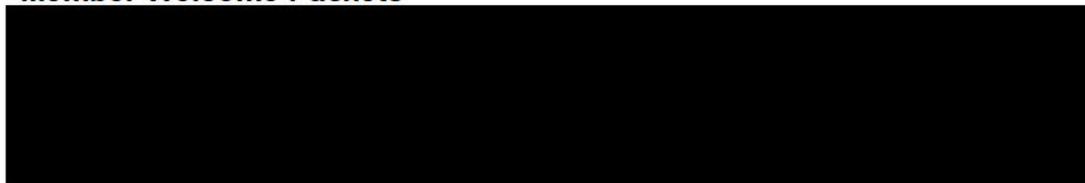
As directed by LDH, MCNA includes statements and disclaimers on materials. We ensure that all materials and services do not discriminate against Dental Benefit Program members on the basis of their health history, health status, or need for healthcare services. All member materials include versioning including the date of issue, date of revision, and if prior versions are obsolete.

6.9.8 – Required Materials and Services

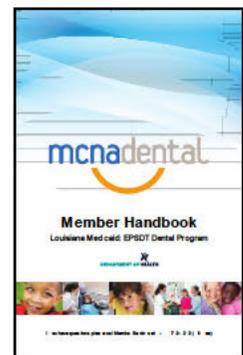
In accordance with Section 6.9.8 of this RFP, MCNA notifies each newly enrolled or re-enrolled member within 10 business days of receipt of the member file from LDH and provides all required materials as part of our comprehensive Welcome Packets. MCNA will furnish re-enrollment notices in accordance with Section 6.9.8.3 of this RFP.

To ensure our members, their families, and the general public have access to resources and educational materials on our plan and Louisiana Medicaid and CHIP dental benefits, MCNA includes distinct handbooks for the EPSDT Dental Program and Adult Denture Program; a searchable and printable Provider Directory; policies and procedures including those in Section 6.9.8.4.5; and other helpful forms, tools, and resources on our public website with no login required. MCNA collects detailed website usage statistics to support continuous refinement of the user experience, enhance reporting opportunities, and identify and reach out to members who may need assistance to effectively navigate the site. We are committed to ongoing and regular education, which includes distributing educational materials on preventive care, health promotion, access to care, and other relevant issues in dental care at least two times each year. Members are notified of their right to request and receive the Welcome Packet at least once a year and notification of any change that LDH deems significant.

Member Welcome Packets



- Enrollee Notice in accordance with Section 6.9.8.2.1 of the RFP
- Informative, easy-to-understand, current Member Handbook including an oral health assessment form
- Current Provider Directory
- Request to update the enrollee’s information and instructions on how to update this information with MCNA and the Social Security Administration, along with a postage-paid, pre-addressed return envelope



The Member Handbook, Provider Directory, and a searchable real-time Provider Directory are also available online via MCNA's dedicated Louisiana website at <https://www.mcnala.net>. MCNA MSR's make outbound welcome calls to new members, provide proactive education to members on the importance of proper dental care, and assist in selecting a Primary Dental Provider. MSR's also inform members about continuity of care and how to obtain assistance from MCNA's MAOS should they require continuity of care.

6.9.9 – Identification Cards

Louisiana members use their LDH-issued Medicaid ID card to access Dental Benefit Program services. The LDH-issued Medicaid ID card is not proof of eligibility but can be used by MCNA's providers to access LDH's

electronic eligibility verifications systems. These systems contain the most current eligibility information available.

6.9.10 – Toll-Free Enrollee Hotline

MCNA operates a fully integrated, toll-free Member Hotline based in San Antonio, Texas, and Fort Lauderdale, Florida, to assist members with any questions related to the Dental Benefit Program. Our highly responsive MSR's assist our members during normal business hours from 7:00 a.m. to 7:00 p.m. Central Time, Monday through Friday, excluding state-approved holidays. For after-hours calls, including weekends and state-approved holidays, our members can access MCNA's toll-free, Interactive Voice Response (IVR) system. The IVR informs callers of our operating hours and what to do in case of a dental emergency, and it also allows callers to leave messages. Our staff monitors the message queues and returns all calls by close of business the following day.

Our sophisticated call center technology offers automated call distribution (ACD) capabilities described in Section 6.9.10.8. MCNA's IVR system answers calls within one ring and offers a series of prompts to ensure calls are routed correctly. Our Member Services Representatives assist our members with issues including:

- Receiving benefit information and dental benefit program policies and procedures;
- Inquiring about prior-authorizations, referrals, or claims;
- Identifying how to access services and providers such as provider location;
- Choosing a primary dental provider or specialist;
- Submitting and resolving complaints, grievances, or appeals; and
- Receiving benefits information.



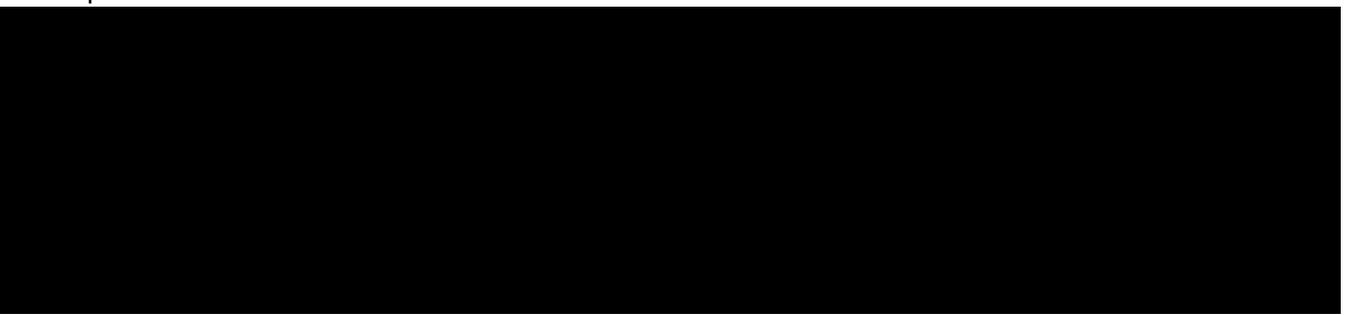
Our MSR's ensure that all members receive the accurate and timely information needed to access dental care. Each MSR is extensively trained to provide accurate and timely resolution of all inquiries and issues using quality-driven customer service skills. MSR's log all call details in DentalTrac™, which captures the date, time, member information, reason for the call, call resolution, and other key details. All captured fields are available for reference, tracking, analysis, and reporting.

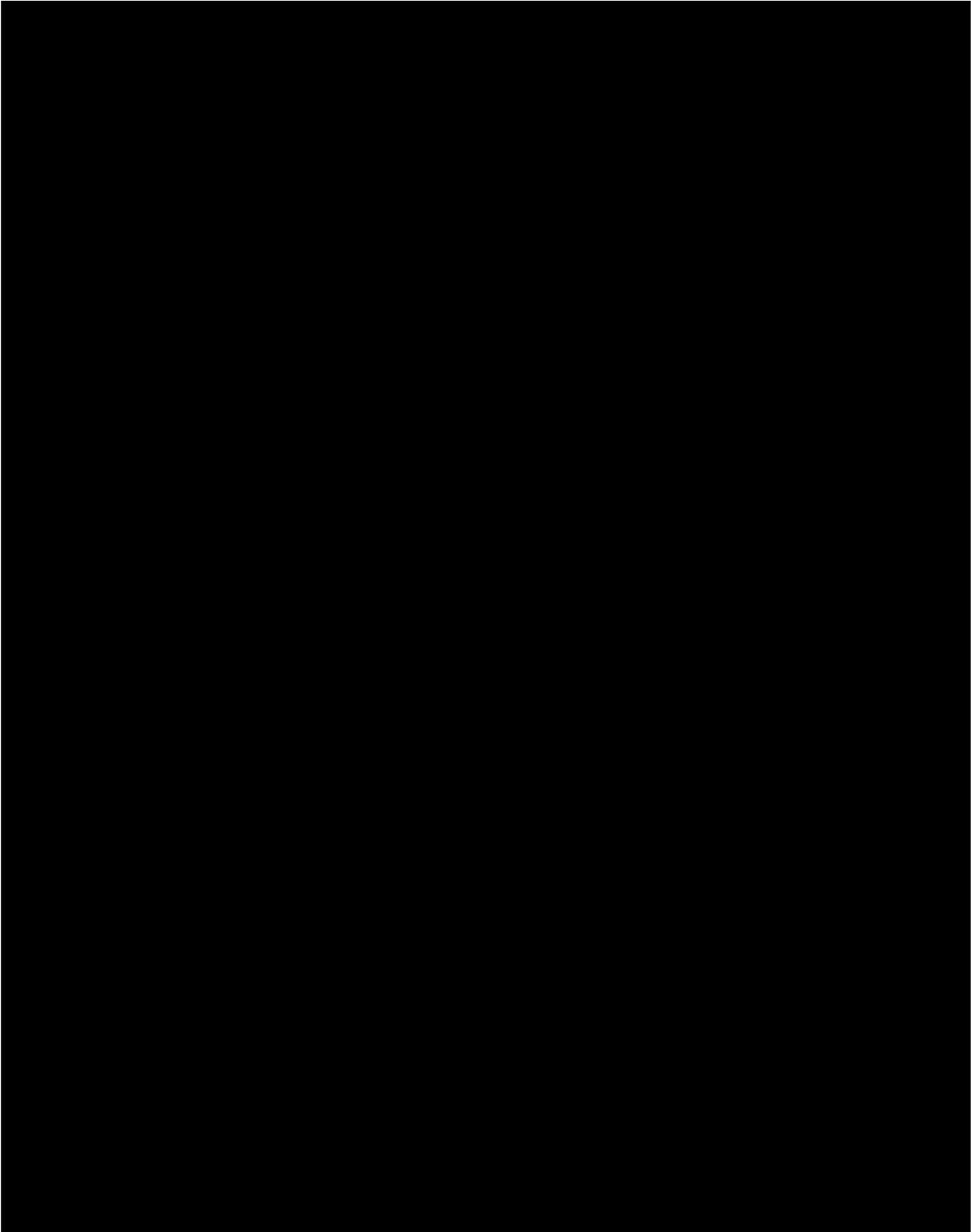
MSR's include individuals who speak a variety of languages including English, Spanish, Haitian Creole, French Creole, Vietnamese, and French. Any languages not spoken by our help line staff are quickly made available through a three-party call with our translation vendor, Translations.com.



They have a network of over 5,000 native speakers who are accredited by translation and interpretation industry organizations such as the Institute of Translation and Interpreting and the American Translators Association. This translation service is free to MCNA members and providers.

A TTY/TDD line is also available for members who are deaf, hard of hearing, or speech impaired. Auxiliary aids such as American Sign Language and other services are also provided at the request of the member. Members who are unable to push telephone buttons are prompted to remain on the line while the call is routed to an MSR. This rich set of translation resources allow us to make oral interpretation services available as needed to assist members in understanding member materials or to facilitate an appointment with a provider.





6.10 – Enrollee Grievances, Appeals, and State Fair Hearings

6.10.1 – General Provisions

Our Grievances and Appeals (G&A) Department provides a fair, thorough, timely investigation and resolution of all grievances and appeals lodged by our members and providers acting on their behalf with written consent. MCNA's G&A system includes our grievance process, appeal process, and access to the State Fair Hearing process, is **fully compliant** with all LDH and Centers for Medicare & Medicaid Services (CMS) requirements, and promotes ease of access for members, including those with disabilities and non-English speakers. Administration of our G&A system includes comprehensive maintenance of all information related to grievances or appeals filed by members. Such records meet the conditions outlined in 42 CFR §438.416(b) and are made available to CMS and LDH, or their authorized designee upon request.

Assisting Members in Accessing the Grievance and Appeal System

We make every effort to inform and assist our members and their authorized representatives in accessing the grievances and appeals process. MCNA refers all members who are dissatisfied with MCNA or our activities to the grievance system. We educate our members and providers about the processes to file grievances and appeals via the Member Handbook, Provider Manual, any notices of action or inaction, and through our website, which is available in English, Spanish, French, and Vietnamese, provides members with access to all required forms for easy download and completion. The Member Handbook details our processes, including the timeframes applicable for filing member grievances and appeals. The handbook and all written notifications are provided in the member's primary language and are written to **ensure ease of understanding**. The handbook is also available in alternative formats such as Braille and audio upon request.

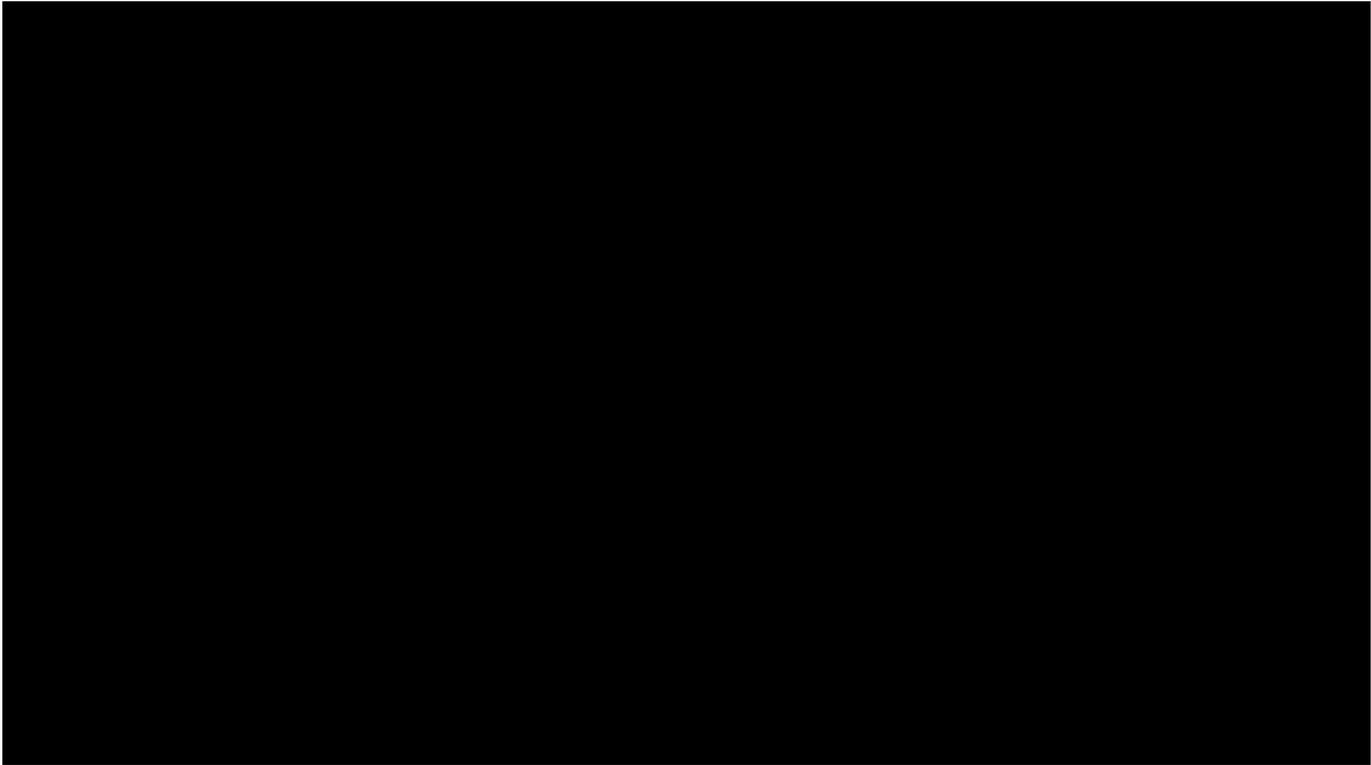
MCNA provides members or their authorized representatives copies of their record, including their medical records and any other documents related to an appeal or State Fair Hearing, within seven calendar days of request. Accommodations are made if the member requests to examine the record or review the record with a Member Services Representative (MSR).

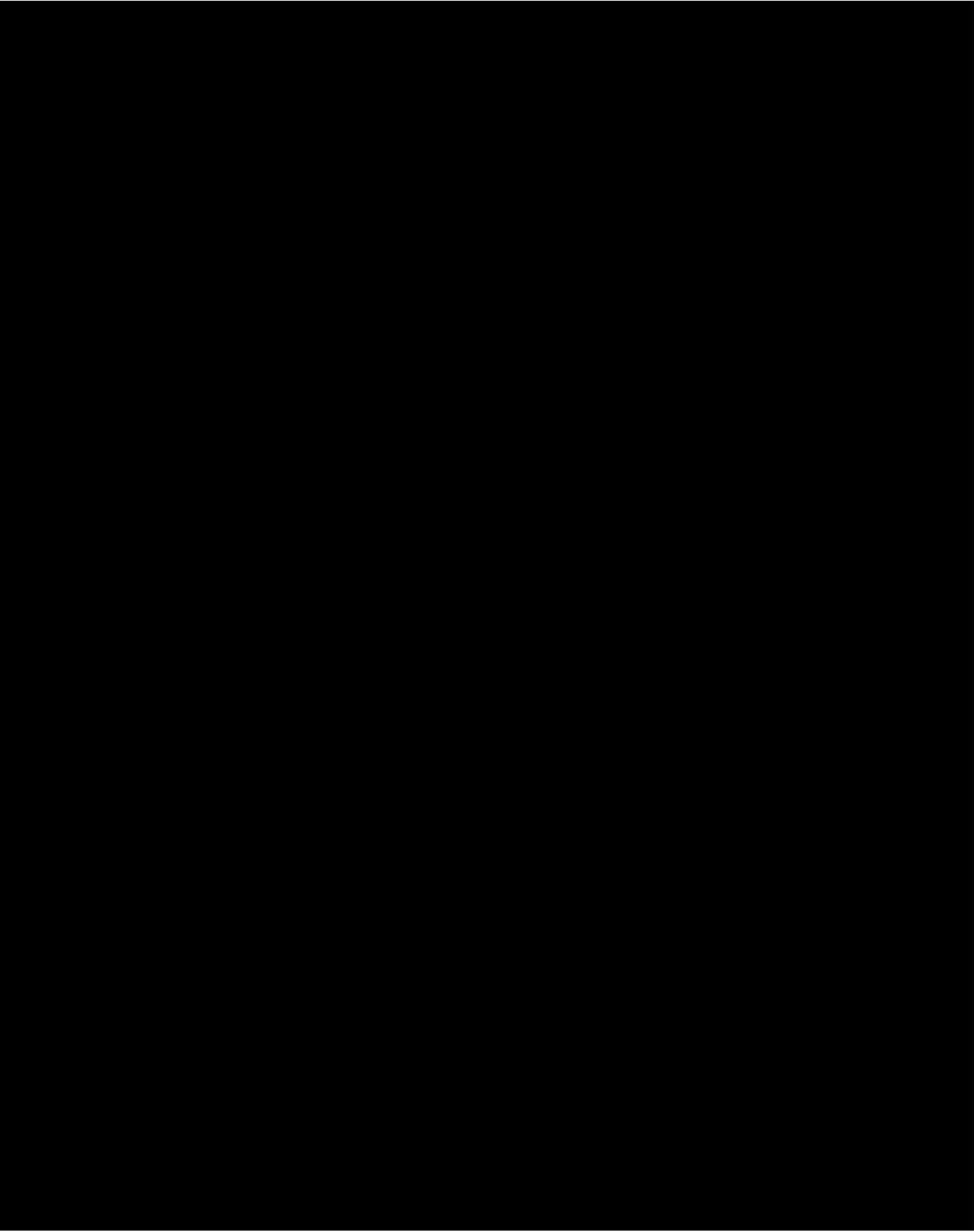
MCNA’s highly trained and dedicated staff assists members and their representatives in fully understanding, accessing, and navigating the grievance and appeal processes. Our MSRs and Provider Hotline Representatives (PHRs) are thoroughly trained to assist members and providers via our toll-free Hotlines. MCNA also employs experienced Member Advocate Outreach Specialists (MAOS) to ensure our Louisiana members receive one-on-one personalized assistance with submitting grievances and appeals and understanding plan benefits. Our MAOS are trained to work with our members and providers to provide pertinent information about covered services and facilitate the timely provision of care. They are dedicated to ensuring that any dissatisfaction voiced by our members is thoroughly investigated and resolved in a timely manner. MAOS are also responsible for providing assistance with writing or filing a grievance or appeal, and educating members about covered services, the importance of preventive dental care, and how to maintain good oral hygiene.

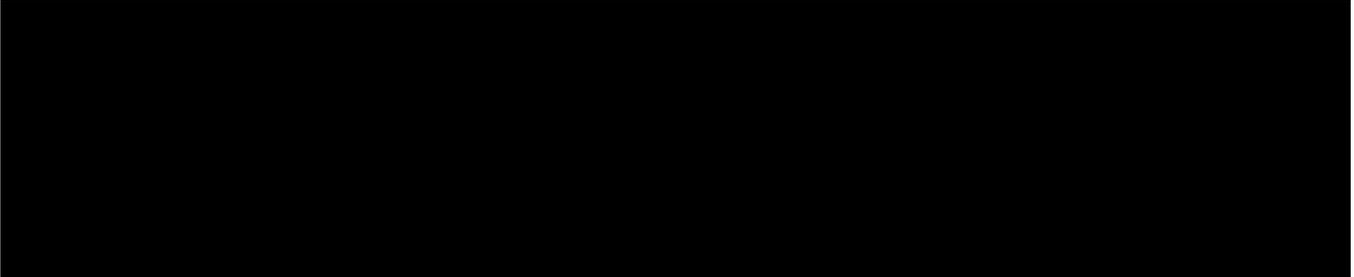
MCNA also provides resources for members with disabilities and those requiring linguistic and translation services by utilizing the following:

- TTY/TDD line capability for hearing impaired members
- MSRs who speak English, Spanish, French, and other prevalent languages in the state
- Free translation services available for over 200 languages to assist members with completing forms and other steps in the grievance process
- Large print or Braille materials for members with impaired sight
- Additional accommodations for members with special needs

Because every contact we have with a member is an opportunity to educate, MCNA has instituted a proactive approach to relay information about the G&A process. Through analyses of our call center data using a predictive modeling approach, we have identified the most common issues expressed by callers that are precursors to filing grievances and complaints. Training of our MSRs includes a review of those identified issues, including commonly used phrases. When a member mentions a related issue or uses associated words and phrases, the MSR will not only work to resolve the immediate issue but will also refresh the caller on the grievance and appeals process and their rights. When a member calls with the intent of filing a grievance, the MSR will connect them a MAOS, who can assist the member in completing required forms.



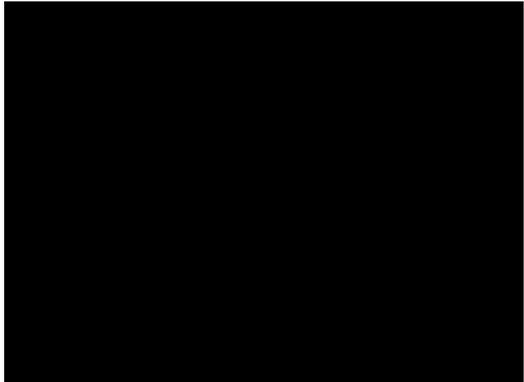




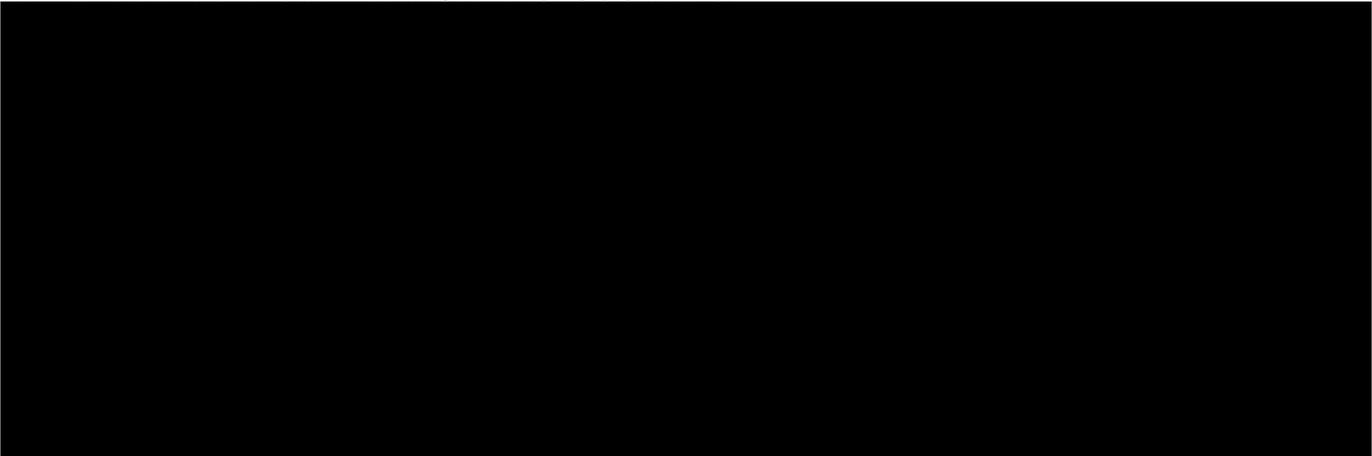
We address each grievance and provide notice, as expeditiously as the member's health condition requires, within the timeframes required in Section 6.10 of the RFP. MCNA makes every effort to notify members of the disposition of the grievance within our internal goal of 30 calendar days but will ensure all grievances are resolved no later than the 90-calendar day timeframe required by LDH unless the member has requested an extension. Extensions are granted for up to 14 calendar days based on the mutual agreement between all parties, including LDH, that the delay poses no risk to, and is in the best interest of, the member and additional information is needed. If the timeframe is extended other than at the member's request, MCNA will provide oral notice of the reason for the delay on the day of determination, and written notice within two calendar days of the determination.

6.10.3 – Standard Resolution of Appeals

MCNA defines an appeal as a request for review of an action. Members may file an appeal, orally or in writing, within 60 calendar days from the date on the notice of adverse benefit determination. An authorized representative or provider acting on behalf of the member, with the member's written consent, may also file an appeal. Oral requests for a standard appeal must be followed up by a written request (unless the member or provider requests an expedited resolution), though the date of oral filing constitutes the date of receipt. MCNA provides members with notices acknowledging receipt of the appeal and informing them of the requirement and instructions for submitting a formal written appeal within 15 days from receipt of the notice. If we do not receive written confirmation within this timeframe, the appeal will be closed as incomplete, and MCNA sends a notification to the member providing the reason for the incomplete appeal and informing them of their right to submit a new appeal within 60 days of the original adverse action.



We provide members with a reasonable opportunity to present evidence, and allegations of fact or law, in person as well as in writing. The member or their authorized representative may examine the case file, including dental records and any other material to be considered during the process. MCNA ensures that members' benefits are continued during the appeal if all conditions outlined in Section 6.10.3.4 are met and until one of the events outlined in Section 6.10.3.5 occurs.



MCNA makes every effort to promptly resolve all appeals as expeditiously as the member's health status requires and within the required timeframe of 30 calendar days. However, the Administrator may extend the resolution timeframe up to 14 calendar days upon request or if MCNA shows that there is a need for additional information and the delay is in the member's best interest. In circumstances where MCNA requests the extension, we provide members with written notification of the reason for the decision to extend the timeframe within two (2) calendar days. MCNA will make reasonable efforts to give the member prompt verbal notice of the delay. The notice informs the member of their right to file a grievance should they disagree with the extension.

6.10.4 – Expedited Resolution for Appeals

Our processes, policies, and protocols support deviation from the standard G&A process when the health and safety of the member is at stake. When the turnaround timeframe for a standard appeal or a delay in the delivery of the service could jeopardize the life, health, or ability of the member to attain, maintain, or regain maximum function, the member or provider can request an expedited appeal orally or in writing. MCNA's MSRs and PHRs assist members or their authorized representatives and providers with this process, including informing the member of the associated timeframes for response.

MCNA will provide prompt oral notice of a denial, followed by a written notice of the reason for denial, to the member within two (2) calendar days of the disposition. If the case meets expedited appeal criteria, MCNA will notify the provider and member, orally and in writing, of the determination to approve or deny the appeal as expeditiously as the member's health condition requires and **in no event longer than 72 hours**, unless the timeframe is extended in accordance with LDH requirements.

6.10.5 – Notice of Appeal Resolution

In the case of a regular or expedited appeal, MCNA notifies the member, their authorized representative, and provider (as applicable) of the resolution. All appeal resolution notices are on an LDH-approved letter template, which includes the unique identifying number corresponding to the number on the notice of adverse benefit determination that gave rise to the appeal. Our resolution letter also includes the rationale for the decision and outlines the member's right to a Medicaid State Fair Hearing.

6.10.6 – Process for State Fair Hearings

Once a member exhausts MCNA's internal appeal process, our G&A Department sends an appeal disposition letter advising the member of their right to request a State Fair Hearing. Our staff works with LDH throughout the State Fair Hearing process to ensure that all required information is readily available to those reviewing the case. We submit an evidence packet to both LDH and the member within 10 business days from the receipt of hearing notification. Within two (2) business days of notification of the State Fair Hearing

2.15.4.4 – Approach to Scope of Services

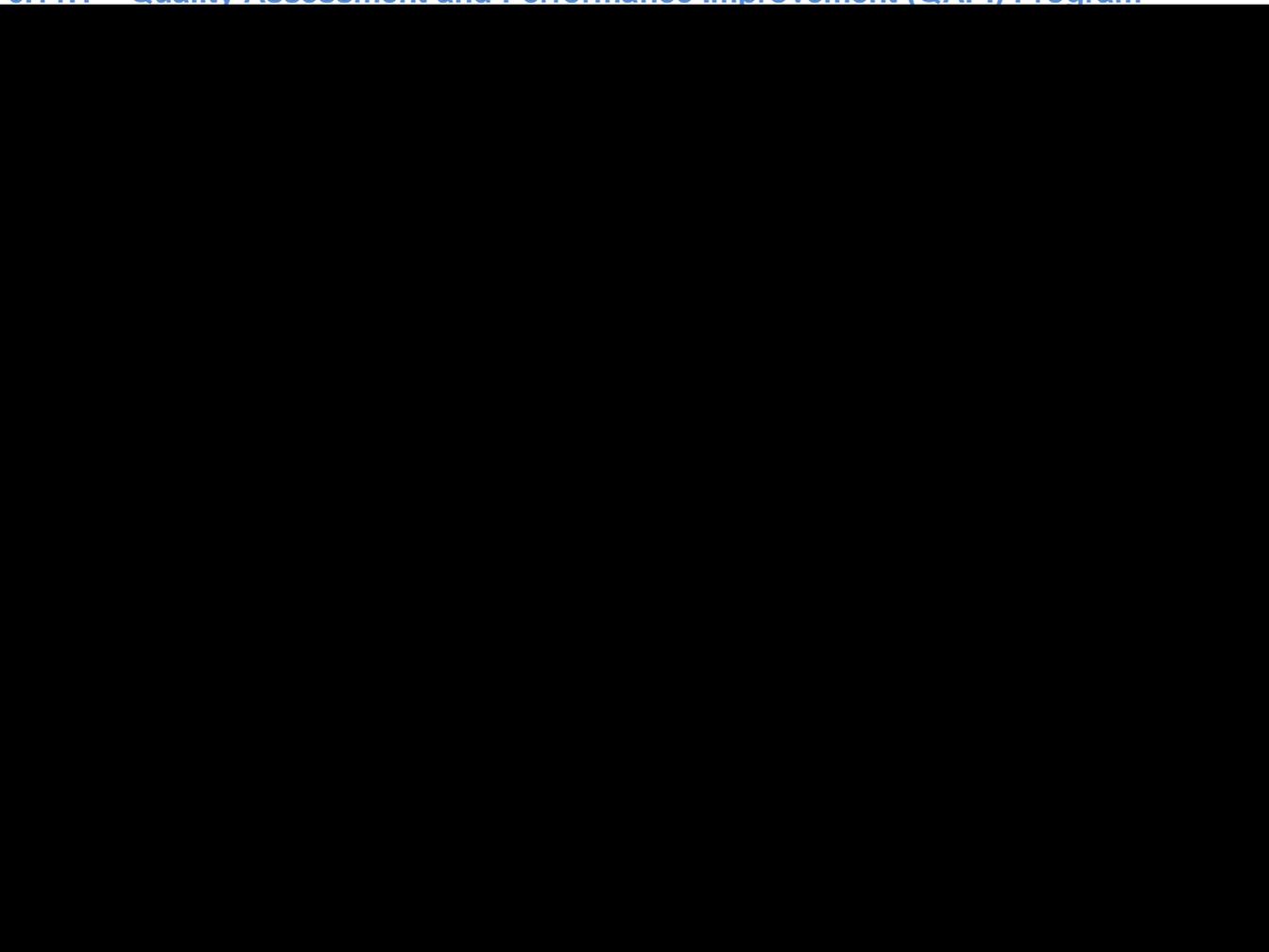
request, MCNA will provide notice of Adverse Benefit Determination and Notice of Appeal Resolution to LDH using MCNA’s dedicated email address for State Fair Hearing communications. Staff are made available to attend the hearings, or arrangements are made by MCNA to assure the appropriate witnesses attend to provide testimony. MCNA complies with all orders issued by the administrative law judge. MCNA further adheres to all State Fair Hearing processes as outlined in Section 6.10.6, including the continuation of benefits requirements outlined in Section 6.10.6.9. MCNA does not create barriers to timely due process; we understand that we will be subject to penalties if it is determined by LDH that MCNA has failed to meet due process requirements. We never take punitive action against a member or provider who chooses to exercise their rights to file a grievance, appeal, or State Fair Hearing.

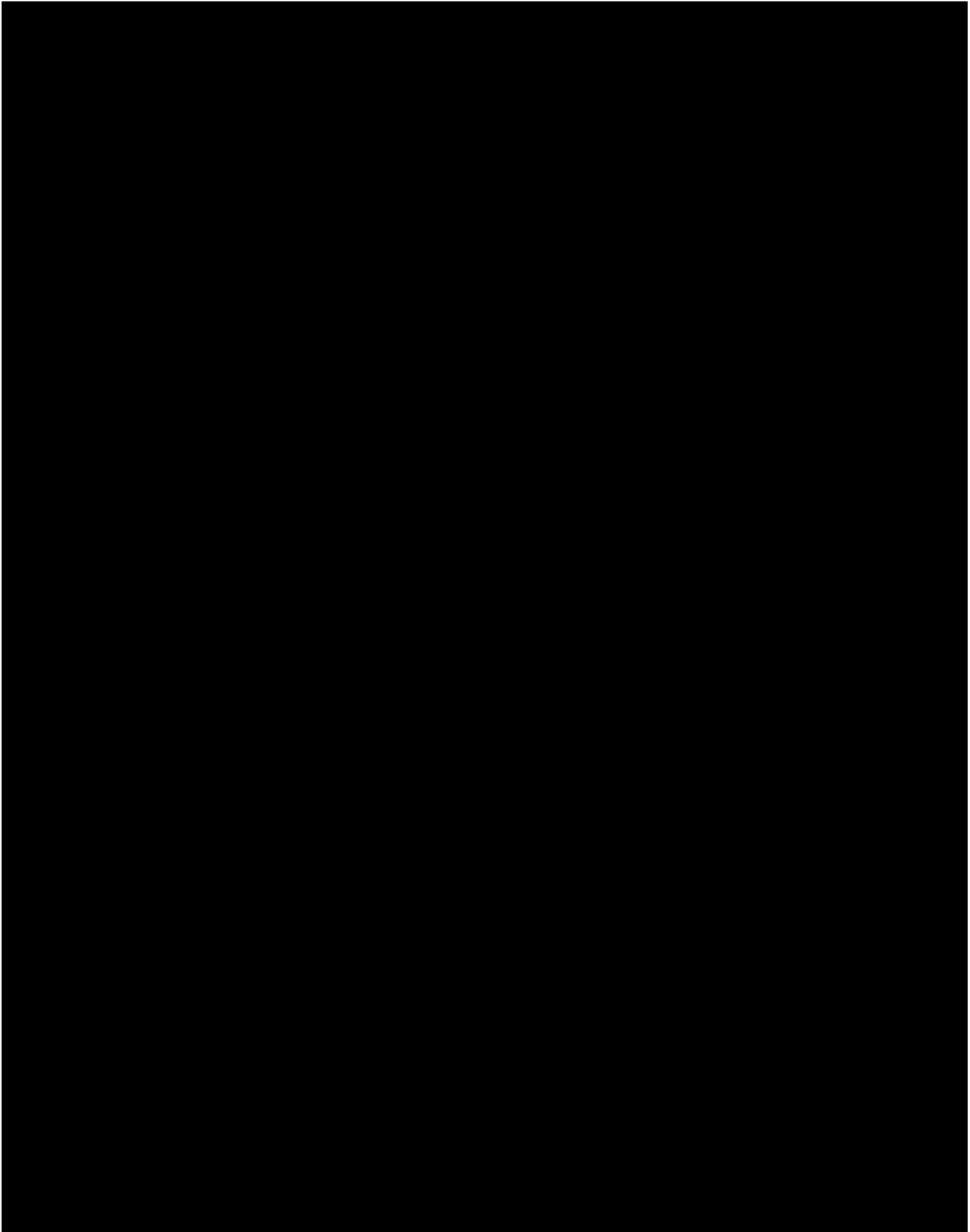
Reversed Appeals

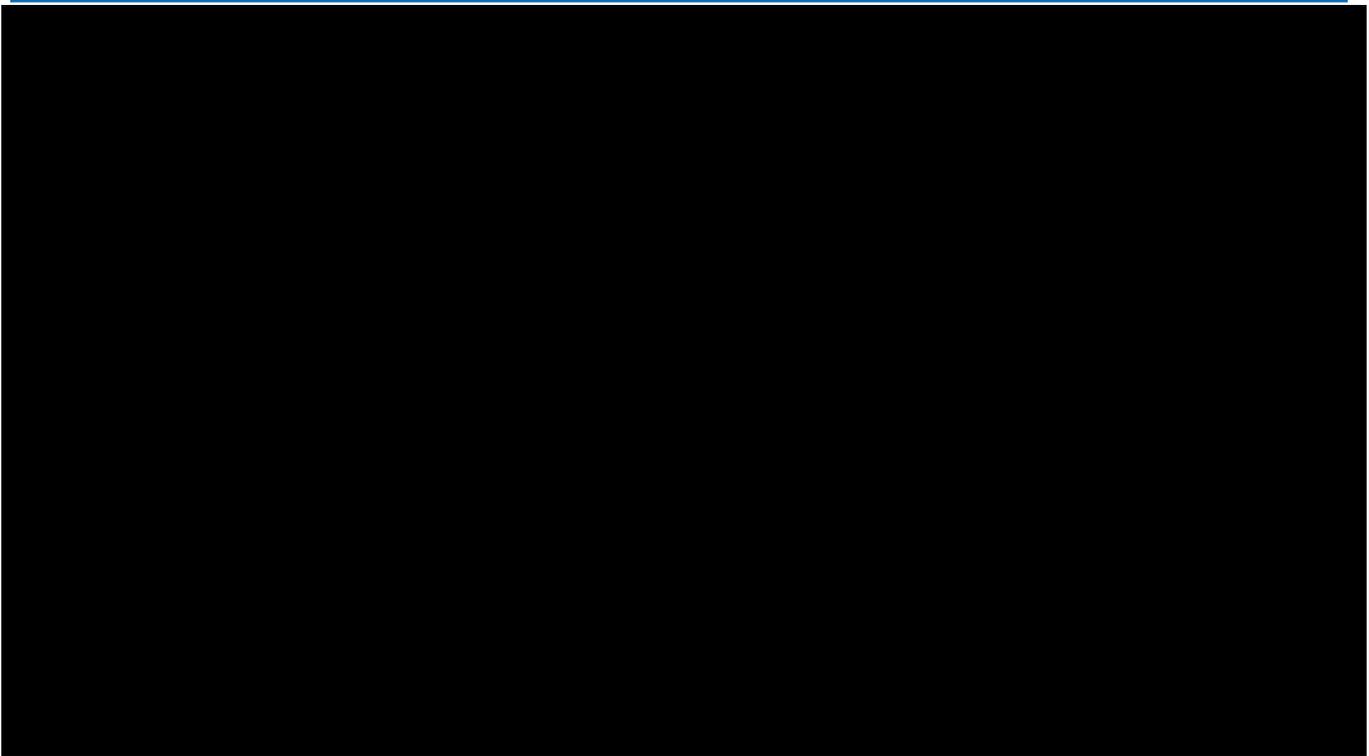
If either MCNA or the State Fair Hearing process overturns a decision to deny, limit, or delay services, MCNA will authorize or provide the disputed services as expeditiously as the member’s health condition requires, but no later than 72 hours from the date MCNA receives notice reversing the determination. If the services were received while the appeal was pending, MCNA will promptly pay for the services if the denial is overturned.

6.11 – Quality Management

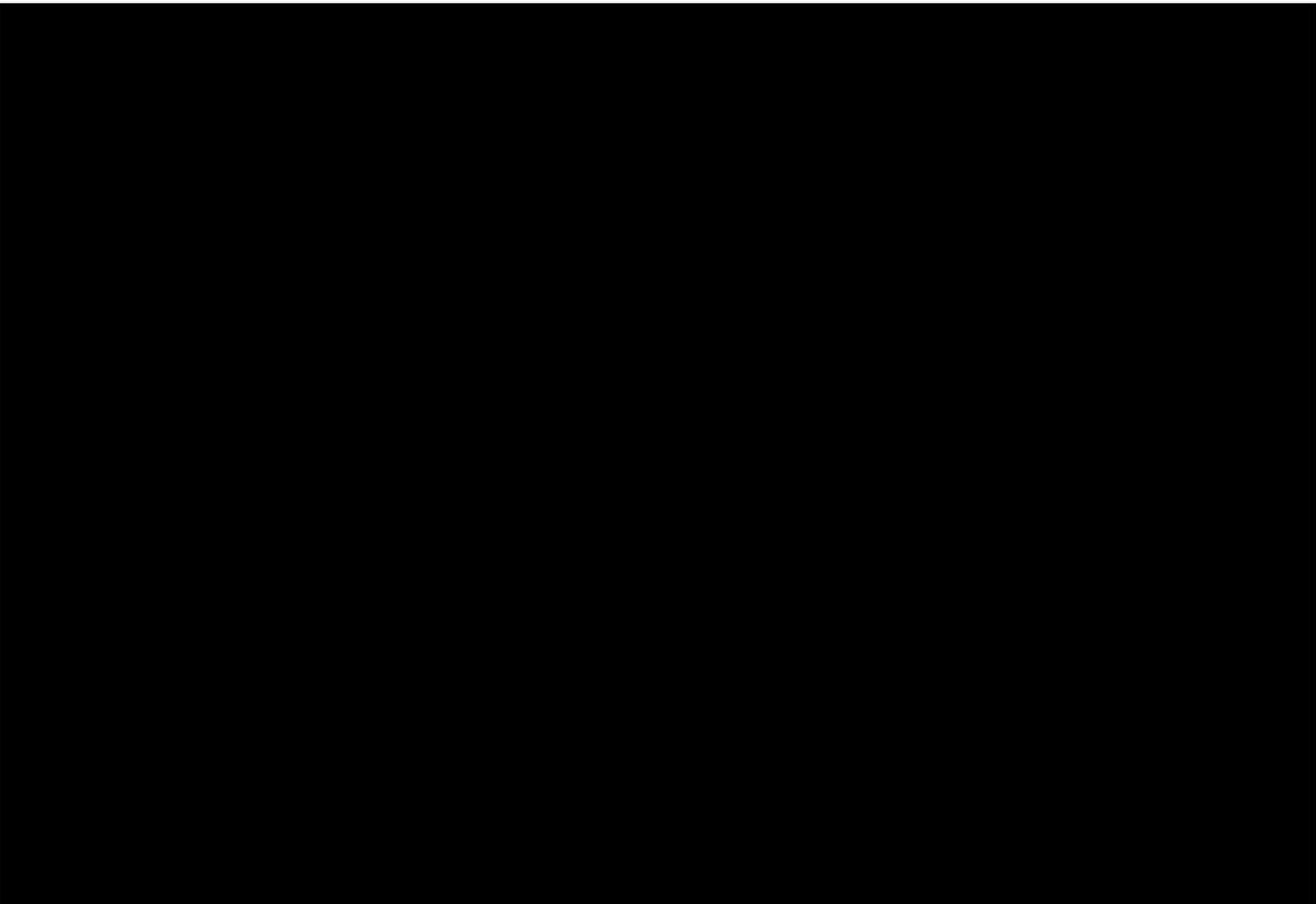
6.11.1 – Quality Assessment and Performance Improvement (QAPI) Program

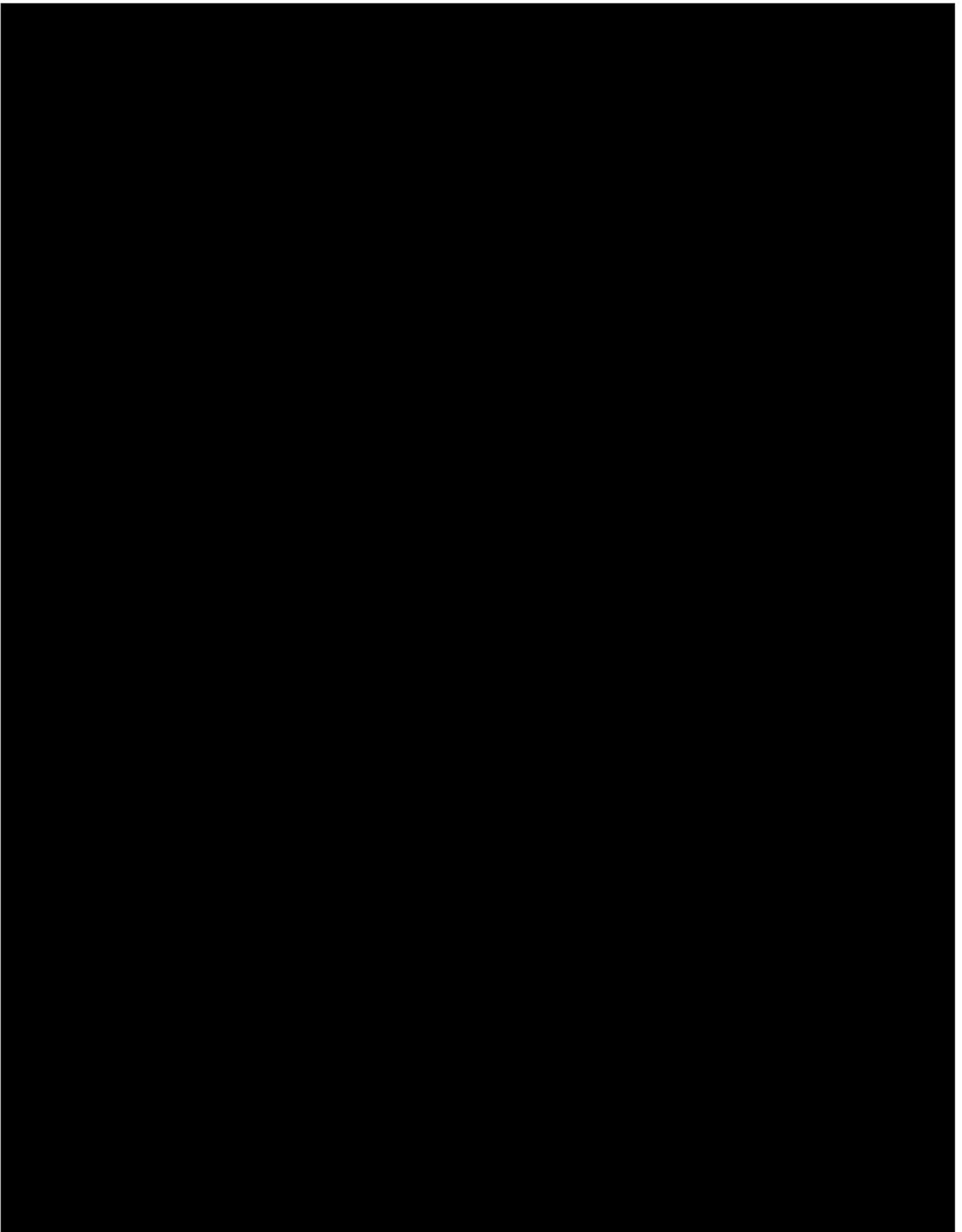


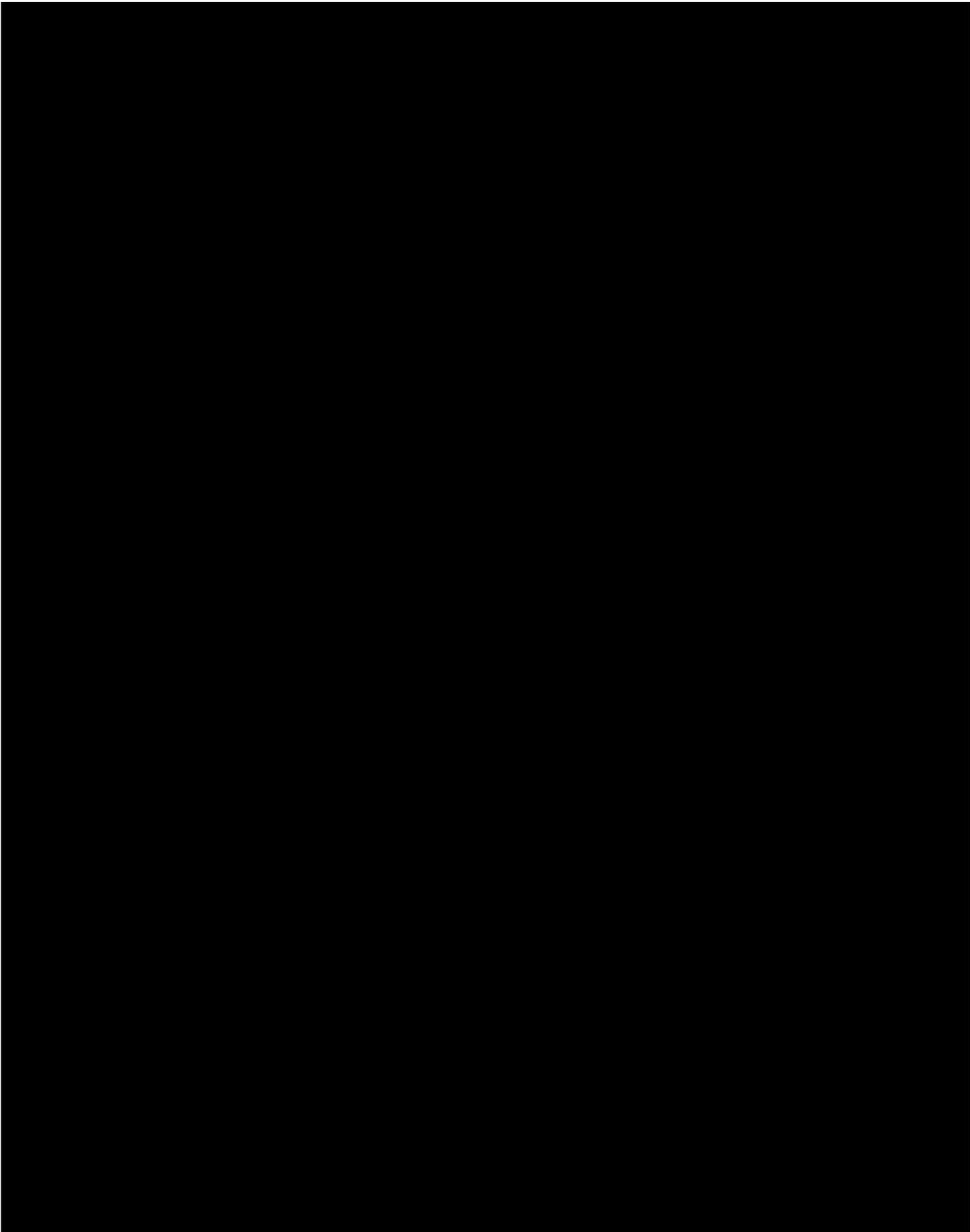


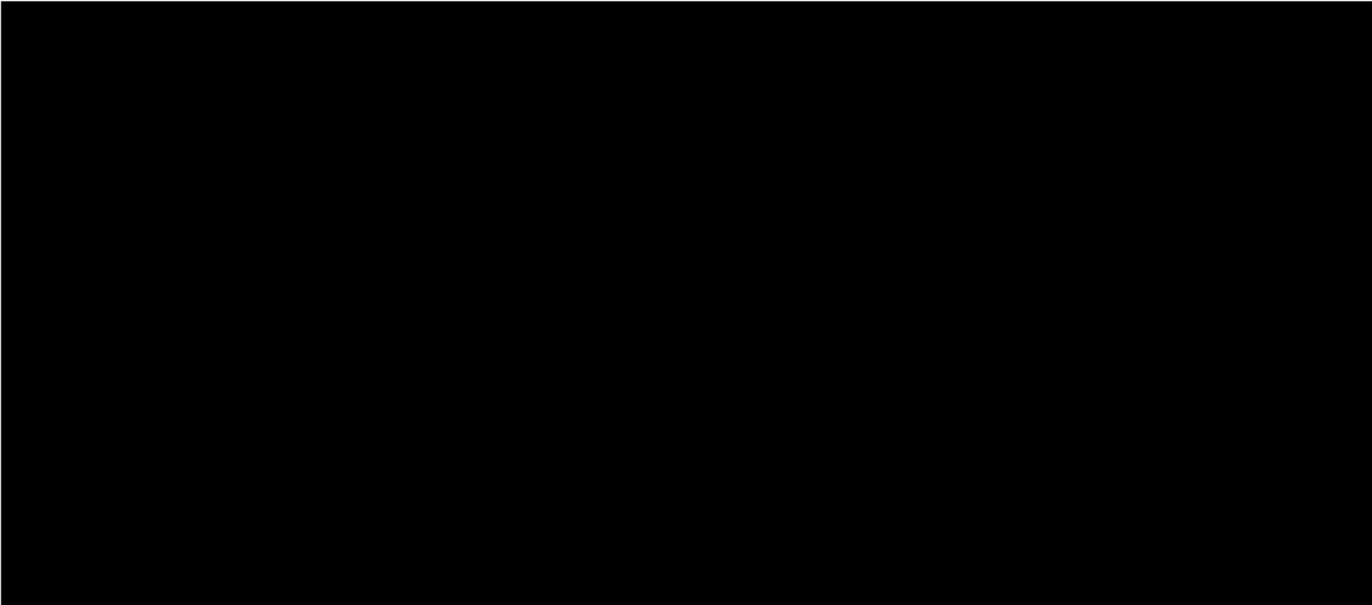


6.11.2 – QAPI Committee

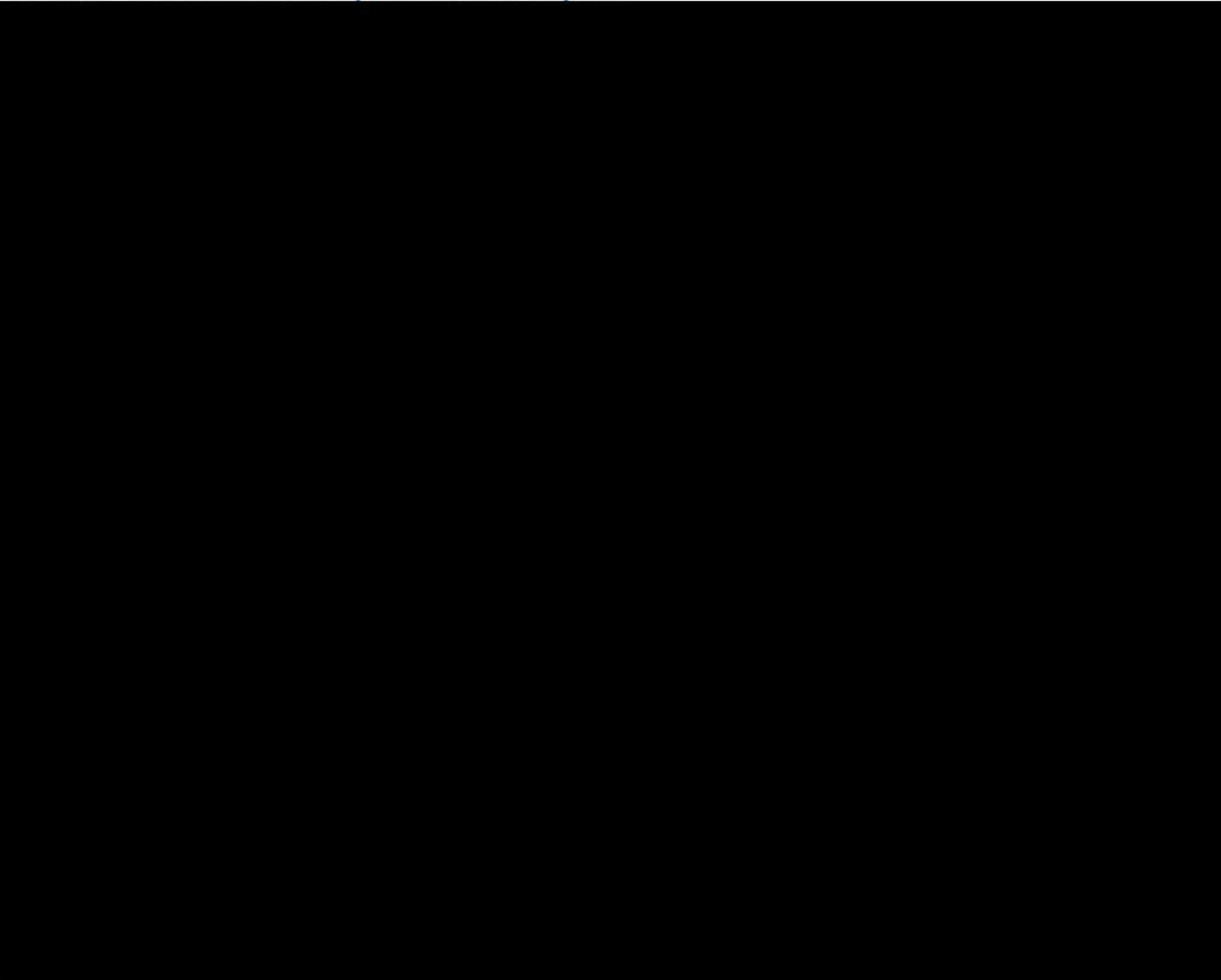


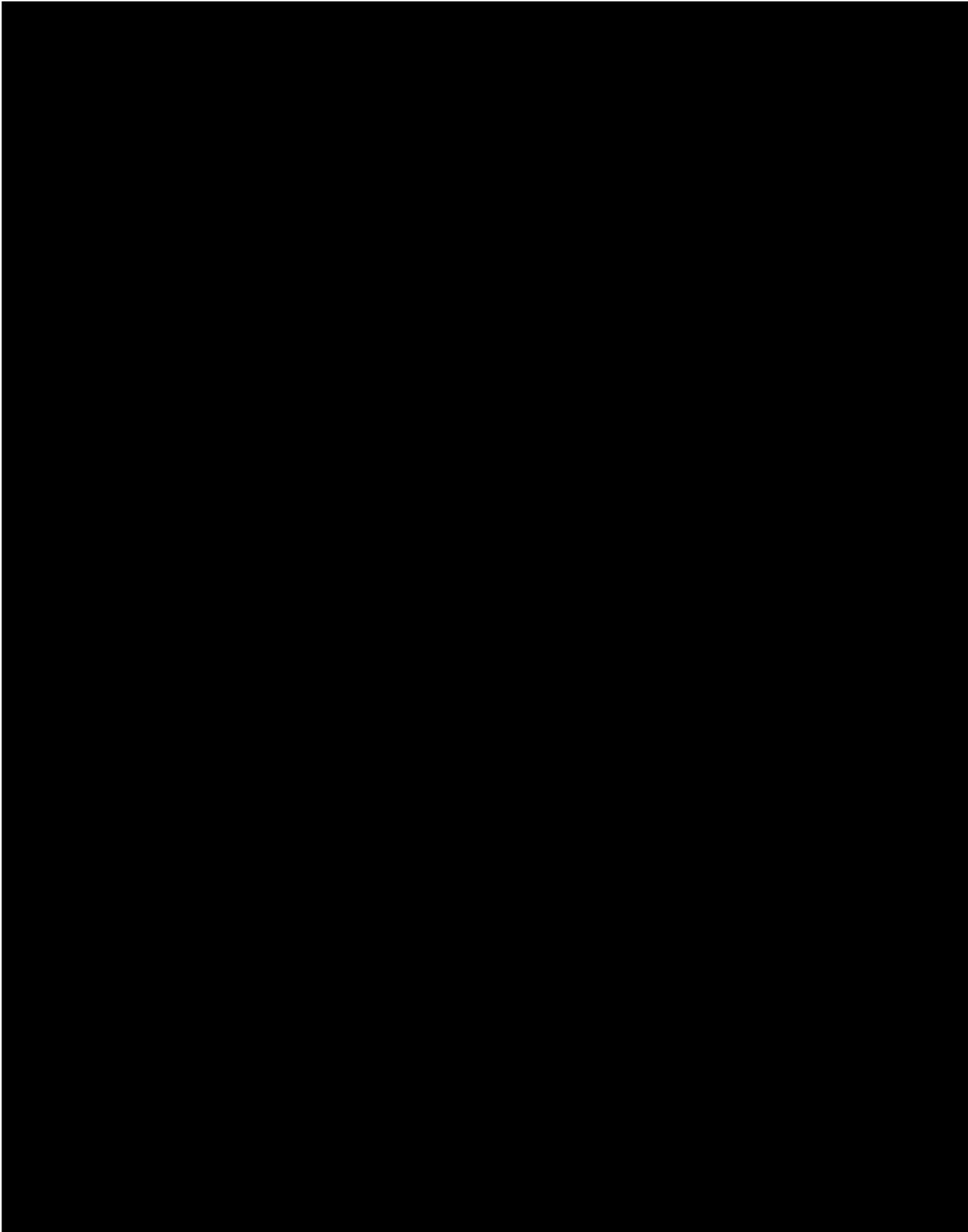


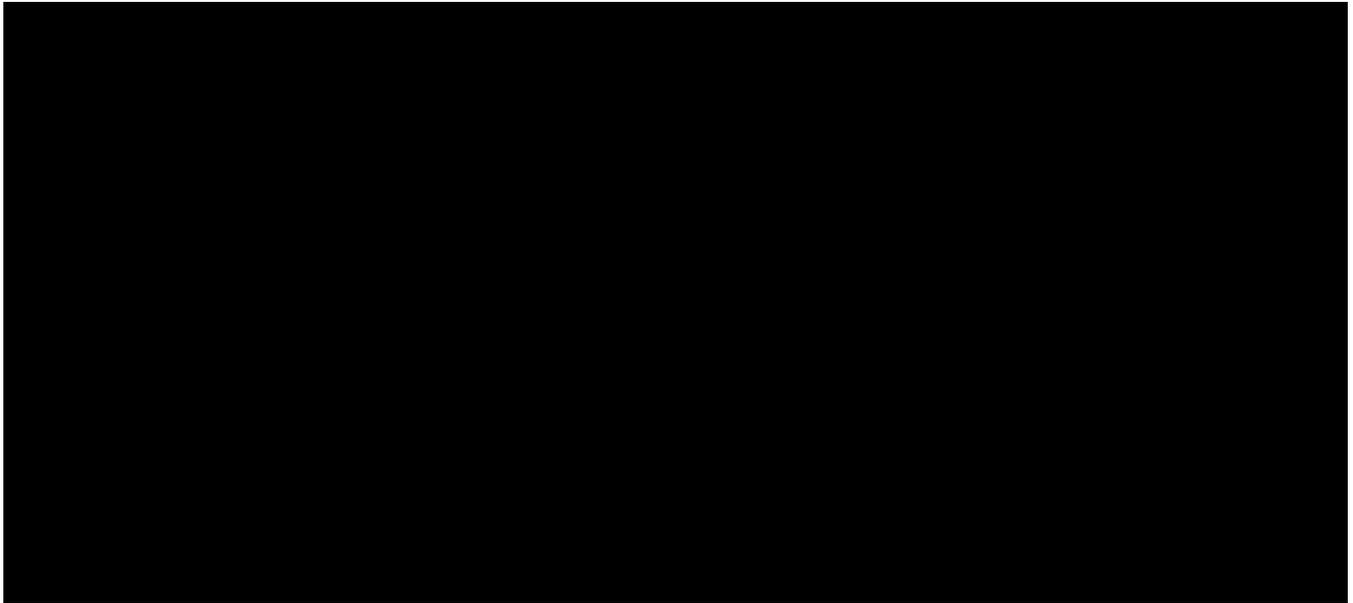




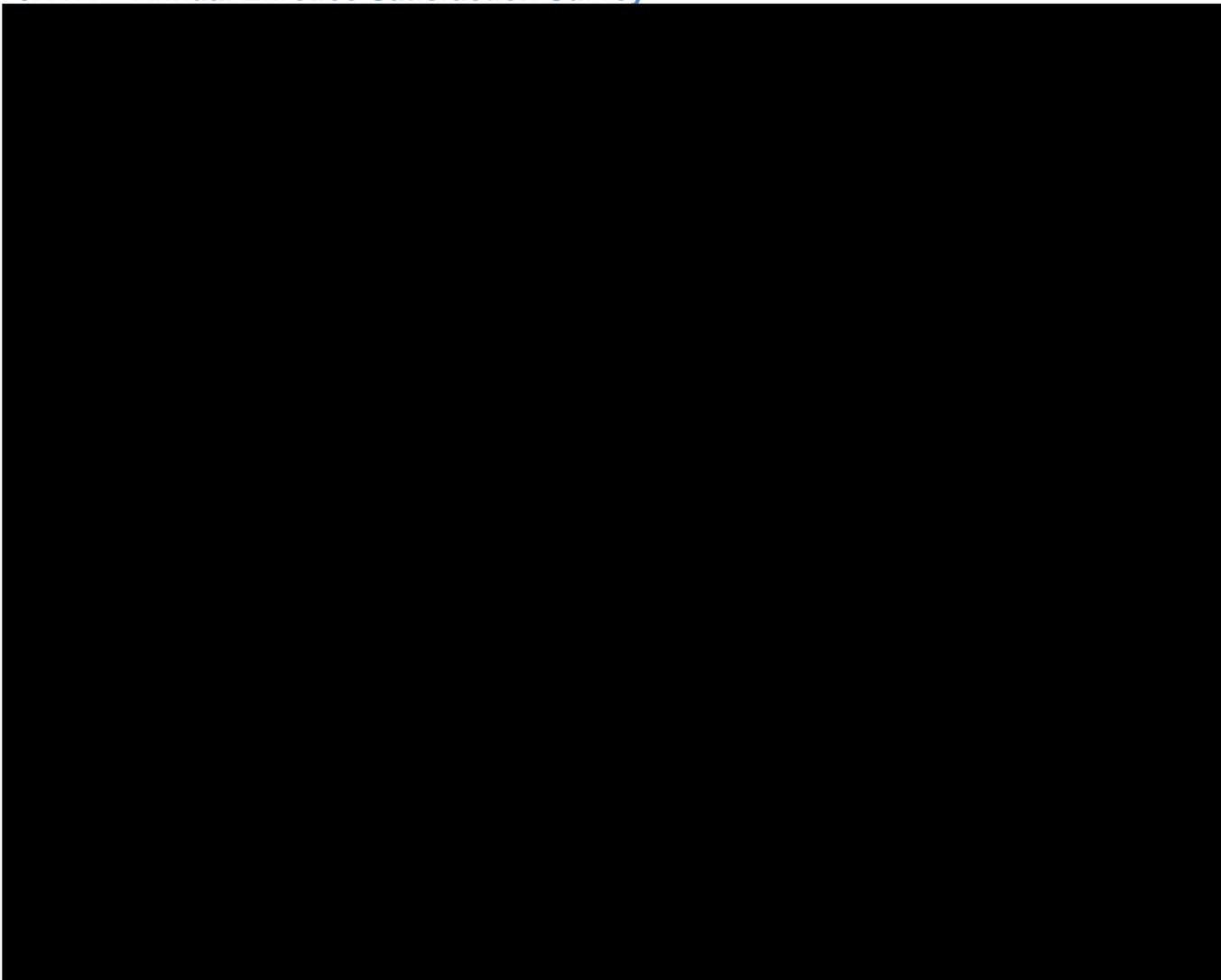
6.11.3 – Performance Improvement Projects



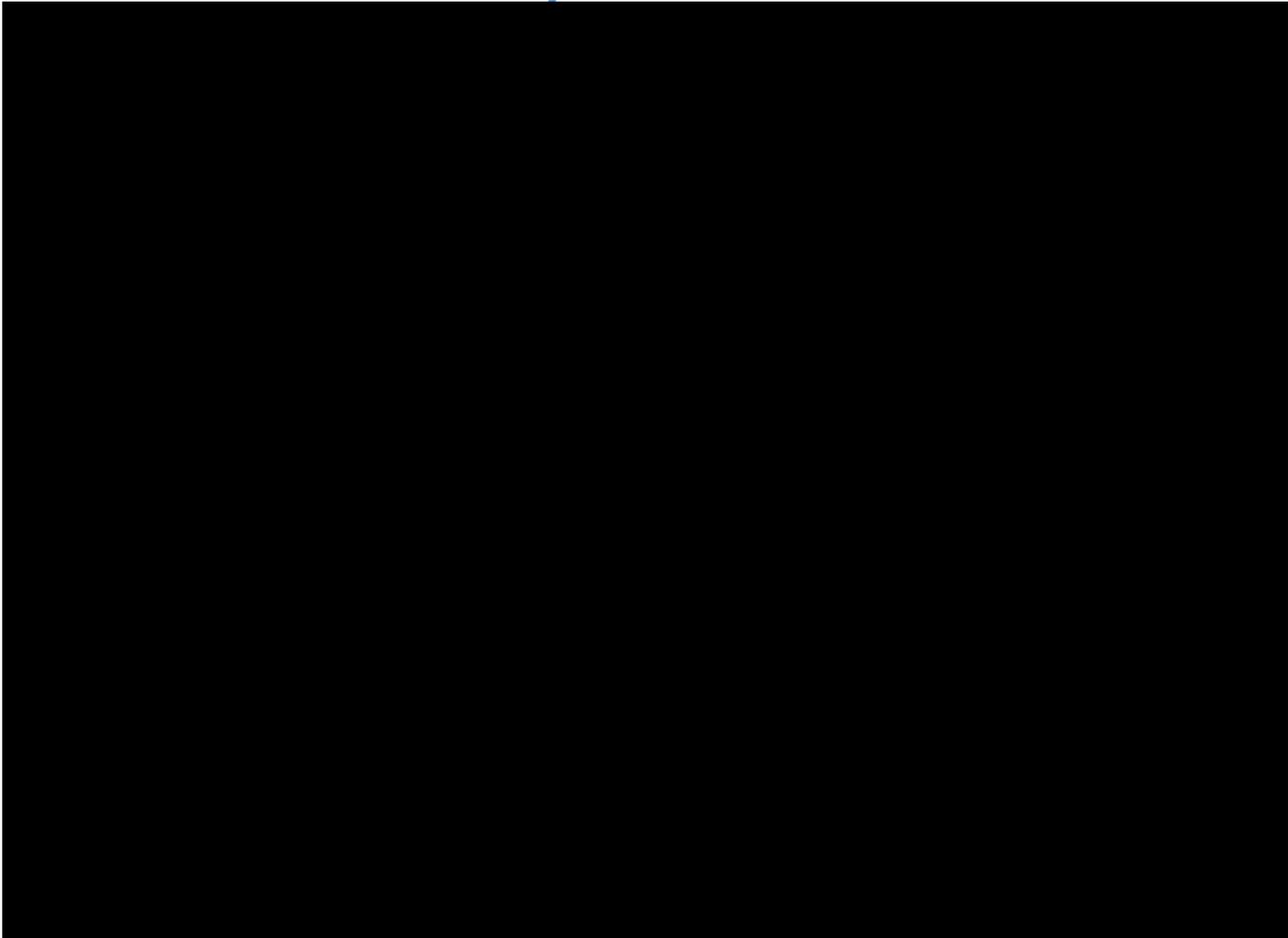




6.11.4 – Annual Enrollee Satisfaction Survey



6.11.5 – Provider Satisfaction Survey

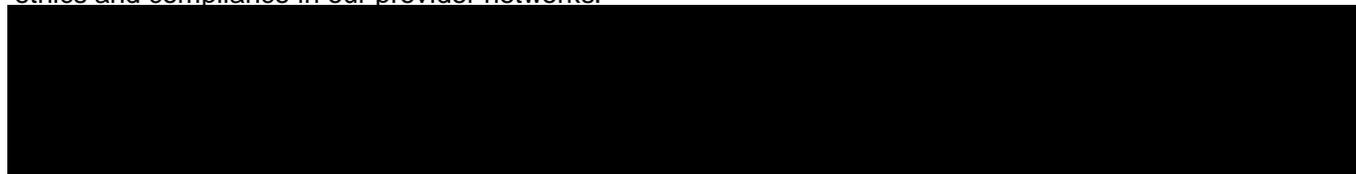


6.11.6 – External Quality Review Organization

MCNA values collaboration with LDH, the EQRO, and our multidisciplinary quality stakeholders. MCNA shall comply with all requests from the EQRO including requests to review individual dental records, identify and collect management data, and other information concerning the use of services.

6.12 – Program Integrity

Combating fraud and abuse is an essential part of the business ethos of MCNA. Our CEO and Board of Directors oversee our Louisiana Fraud, Waste, and Abuse (FWA) Program (Compliance Plan) and provide the Vice President of Program Integrity and Louisiana Compliance Officer with the resources needed to execute the program. MCNA’s Program incorporates all program integrity requirements and combines prevention, vigilant monitoring, investigation, enforcement, training and communication to foster a culture of ethics and compliance in our provider networks.



6.12.1 – General Provisions

MCNA maintains the **highest level of professional standards** in the conduct of our business. We place great value upon our hard-earned reputation for honesty, integrity, and high ethical standards. Consistent with our commitment to providing quality, compassionate care to our members, MCNA devotes qualified resources to overseeing our robust program integrity infrastructure. Our program integrity focus is preventing and detecting FWA, including potential related overpayments. Our Louisiana FWA Program has been in effect since 2014 and fully complies with Louisiana law, federal regulations, and the requirements of Section 6.12 of the RFP.

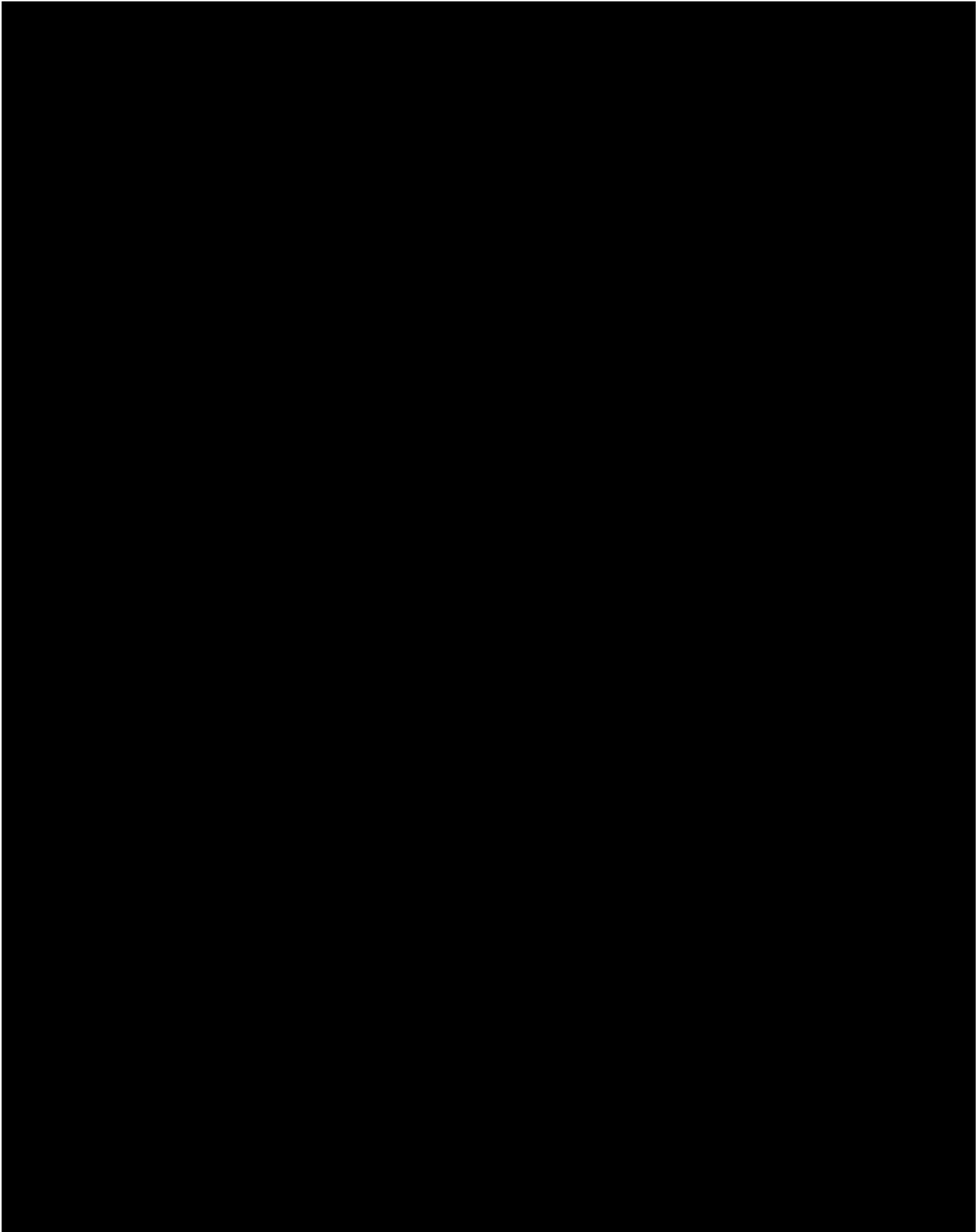
Our Program Integrity leadership team supports and cooperates with state and federal agencies including LDH, the Medicaid Fraud Control Unit (MFCU), U.S. Department of Health and Human Services (HHS), Legislative Auditor's Office, Attorney General, Government Accountability Office (GAO), and Office of Inspector General (OIG) to combat FWA. MCNA allows access to our premises and provides copies of requested records to LDH and MFCU.

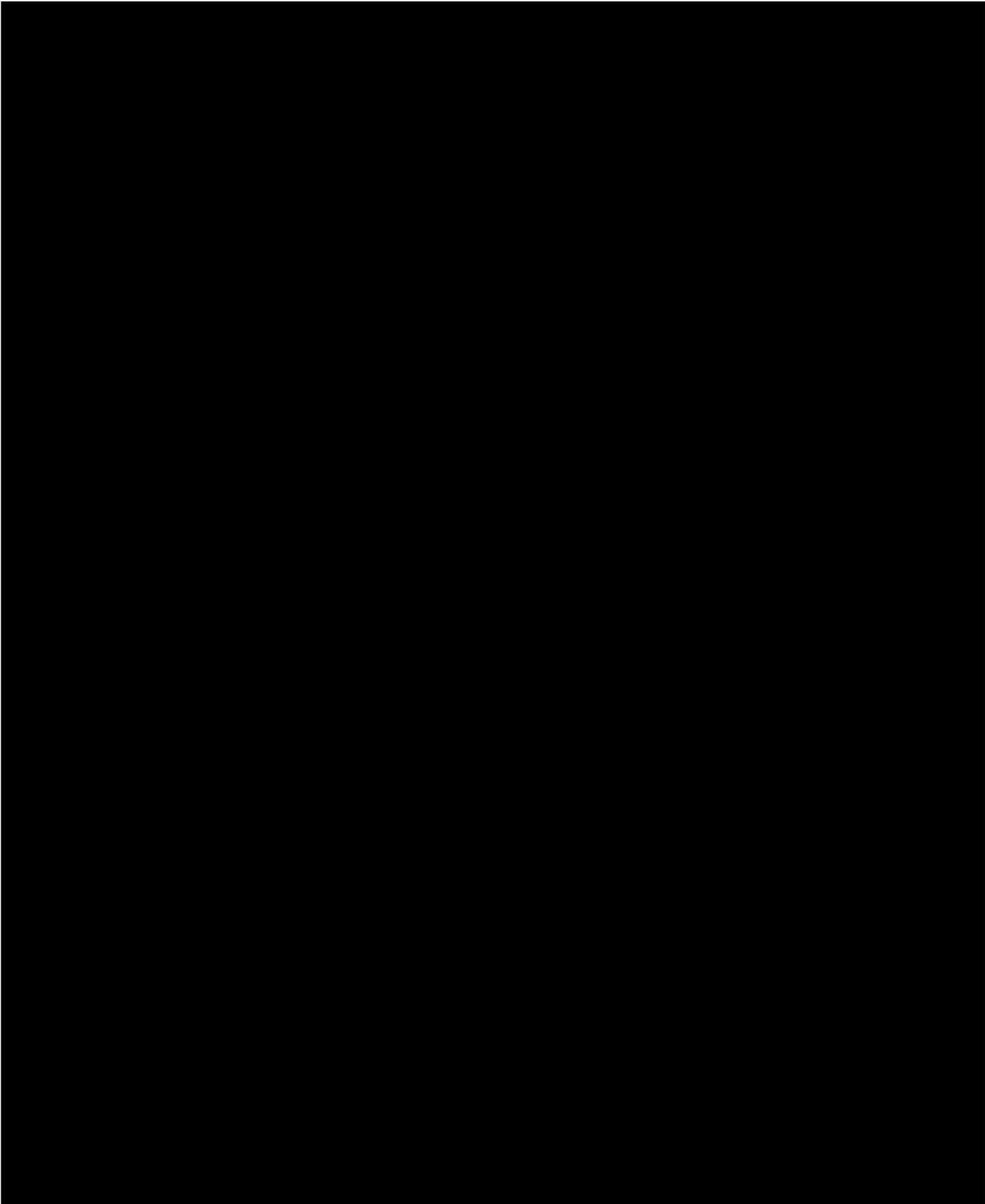
MCNA certifies all statements, reports and claims, financial and otherwise, as true, accurate, and complete. We acknowledge that we shall not submit for payment purposes those claims, statements, or reports which we know, or have reason to know, are not properly prepared or payable pursuant to federal and state law, applicable regulations, the contract, and LDH policy.

Our FWA Program, described in detail in Section 6.12.2 below, has procedures, policies and internal controls pursuant to 42 CFR §438.608(a)(1) to safeguard Medicaid funds against unnecessary or inappropriate use of Medicaid services and against improper payments.

MCNA and our subcontractors and providers, whether contract or non-contract, comply with all federal requirements on disclosure reporting per 42 CFR §455.104 and 42 CFR §438.610. All tax-reporting provider entities that bill or receive Louisiana Medicaid funds as the result of the contract shall submit routine disclosures in accordance with timeframes specified in federal regulations and Louisiana Medicaid Policies and Procedures, including at the time of initial contracting, contract renewal, within 35 calendar days of any change to any of the information on the disclosure form, at least once annually, and at any time upon request. Additionally, MCNA and our subcontractors and providers comply with all federal requirements on exclusion and debarment screening. We understand and acknowledge that any unallowable funds made to excluded individuals as full or partial wages or benefits shall be refunded to or obtained by LDH or MCNA dependent upon the entity that identifies the payment of unallowable funds to excluded individuals.

6.12.2 – Policies and Procedures





2.15.4.4 – Approach to Scope of Services

6.12.3 – Prohibited Affiliations

MCNA conducts regular monitoring and auditing activities to identify and promptly rectify any potential barriers to compliance. In accordance with Section 6.12.3 of the RFP, we query the OIG List of Excluded Individuals/Entities (LEIE) Louisiana Adverse Actions List Search, System of Award Management (SAM) databanks, and the Medicare Opt-Out List, at initial and re-credentialing, and monthly in between, to ensure that all providers and individuals with prohibited affiliations identified are appropriately denied participation or are contacted for removal from participation. Our Program Integrity Department conducts a series of monitoring and auditing activities on a monthly, quarterly, or annual basis to ensure that MCNA is meeting all state, federal, and accrediting organization requirements.

We will notify LDH within three (3) business days of receipt of notice that action is being taken against MCNA or any person defined above or under the provisions of Section 1128(a) or (b) of the Social Security Act (42 U.S.C. §1320a-7) or any contractor which could result in exclusion, debarment, or suspension of MCNA or a contractor from the Medicaid or CHIP program, or any program listed in Executive Order 12549 of February 18, 1986. Our Louisiana Compliance Officer will attest monthly to LDH in the format determined by LDH that a search of the websites referenced in the preceding section has been completed to capture all exclusions.

6.12.4 – Payments to Excluded Providers

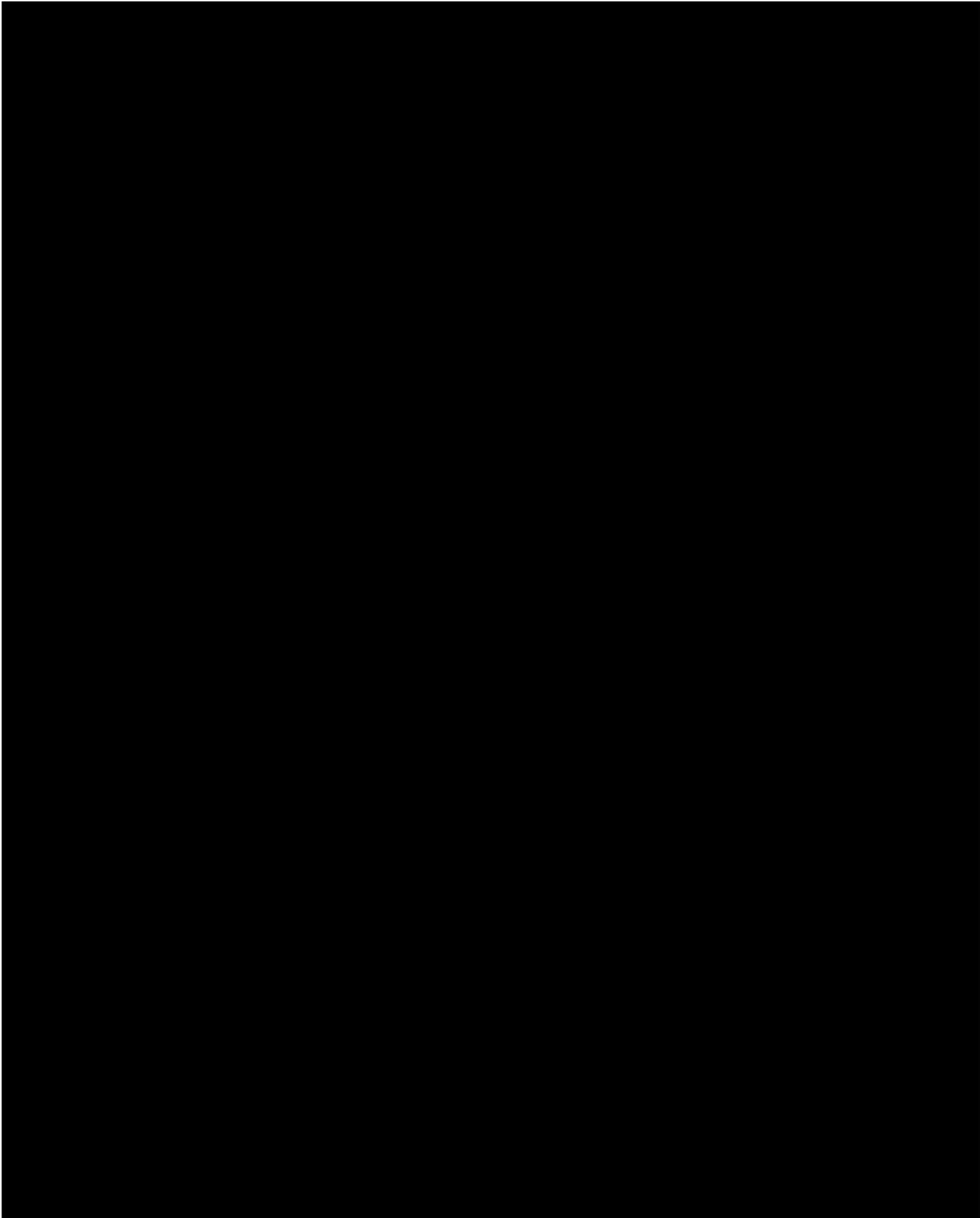
MCNA acknowledges that Federal Financial Participation (FFP) is not available for services delivered by providers excluded by Medicare, Medicaid, or CHIP except for certain emergency services as specified in 42 CFR §1001.1901; and that MCNA is responsible for the return to the State of any money paid for services provided by an excluded provider within thirty (30) days of discovery. We understand that failure to prevent and return payments to excluded providers may result in LDH assessing monetary penalties and/or other remedies.

6.12.5 – Compliance Plan

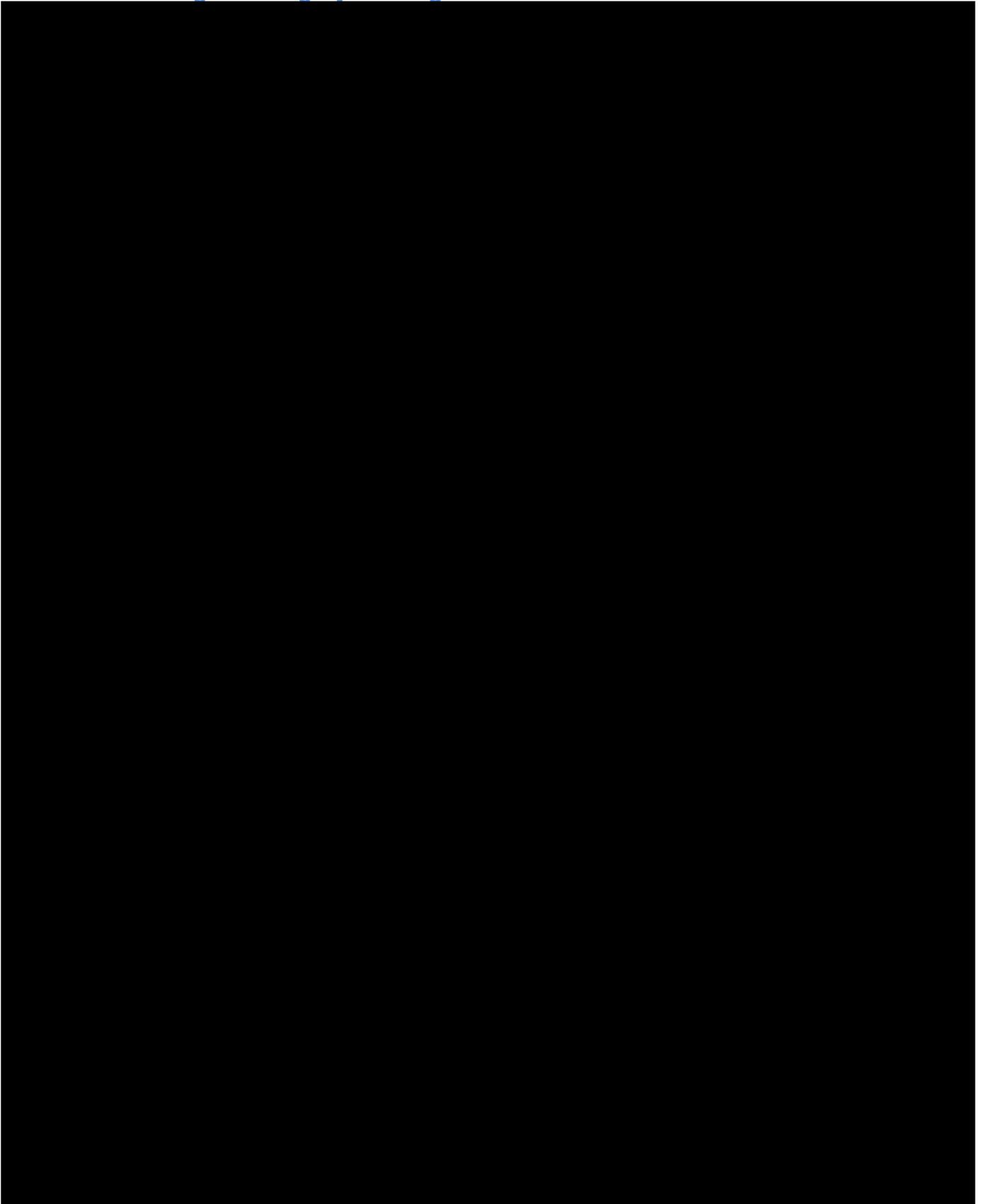
MCNA makes available our written FWA P&Ps to all employees. Our employee handbook provides information about our FWA policies and employees' rights to be protected as whistleblowers. MCNA's Compliance Program consists of the following components:

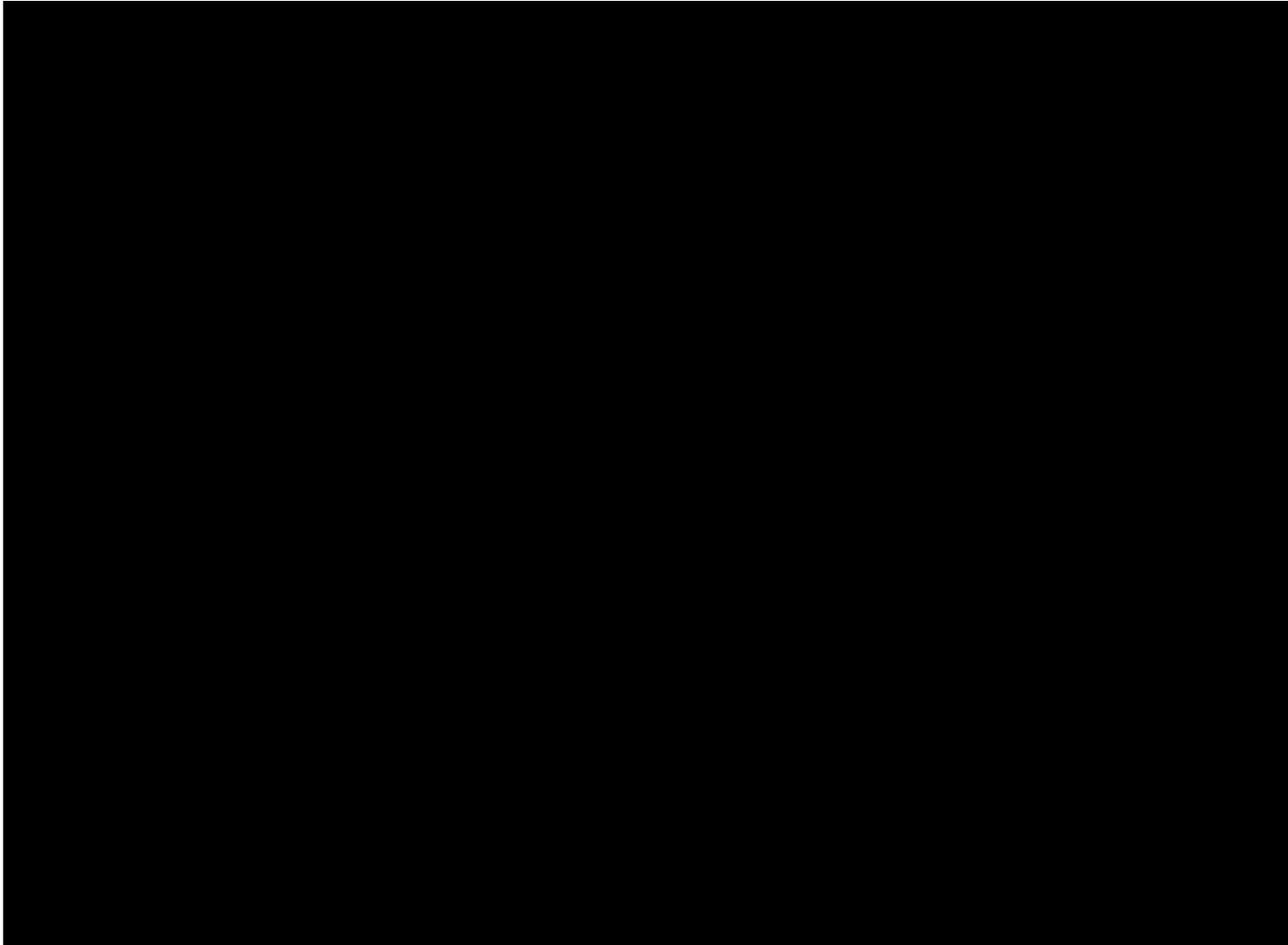
- Designation of the Compliance Officer and Regulatory Compliance Committee
- Written policies and procedures
- Clear lines of communication
- Effective education and training
- Internal auditing and monitoring activities
- Enforcing standards through well-publicized disciplinary guidelines
- Prompt response and corrective action

Our Fraud and Abuse Compliance Plan details our processes designed to prevent and detect FWA. We submit the plan to LDH for approval and submit any updates or modifications to LDH at least 30 calendar days in advance of the effective date. All MCNA Compliance P&Ps are aligned with state and federal requirements and include, but are not limited to, the topics detailed below. MCNA's most recent LDH-approved Louisiana Fraud, Waste, and Abuse Plan was approved in December 2018.

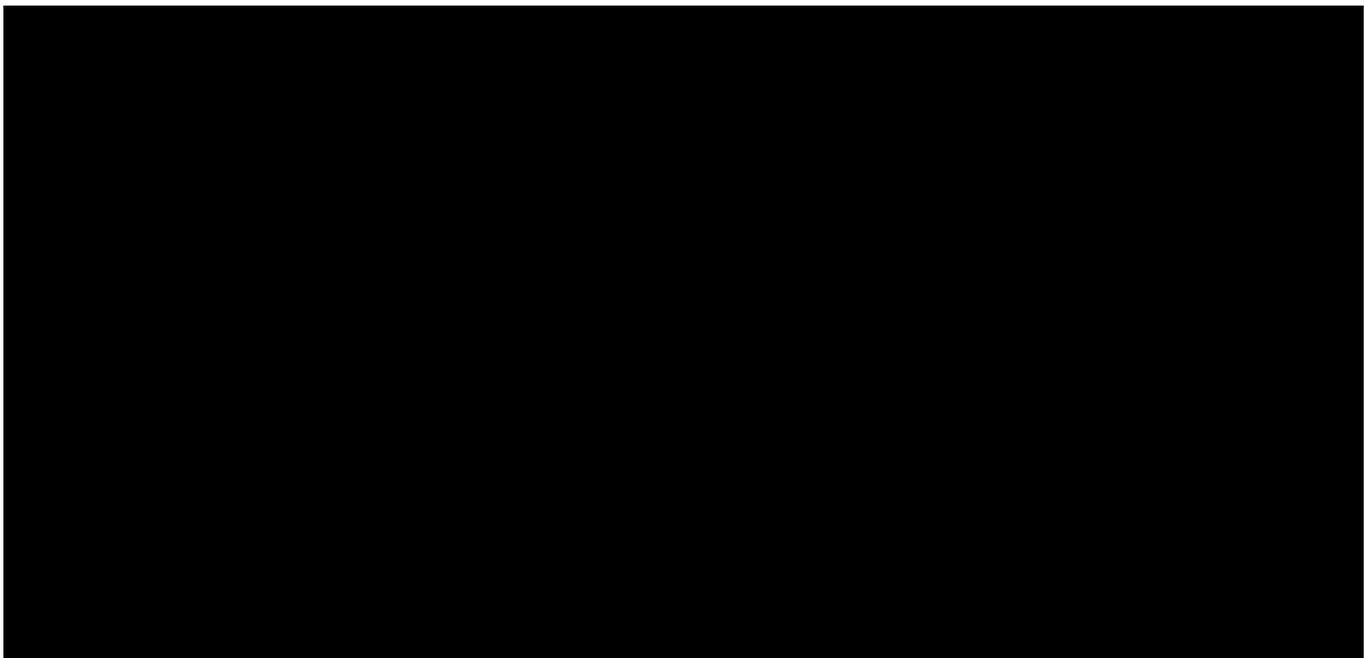


6.12.6 – LDH Program Integrity Oversight



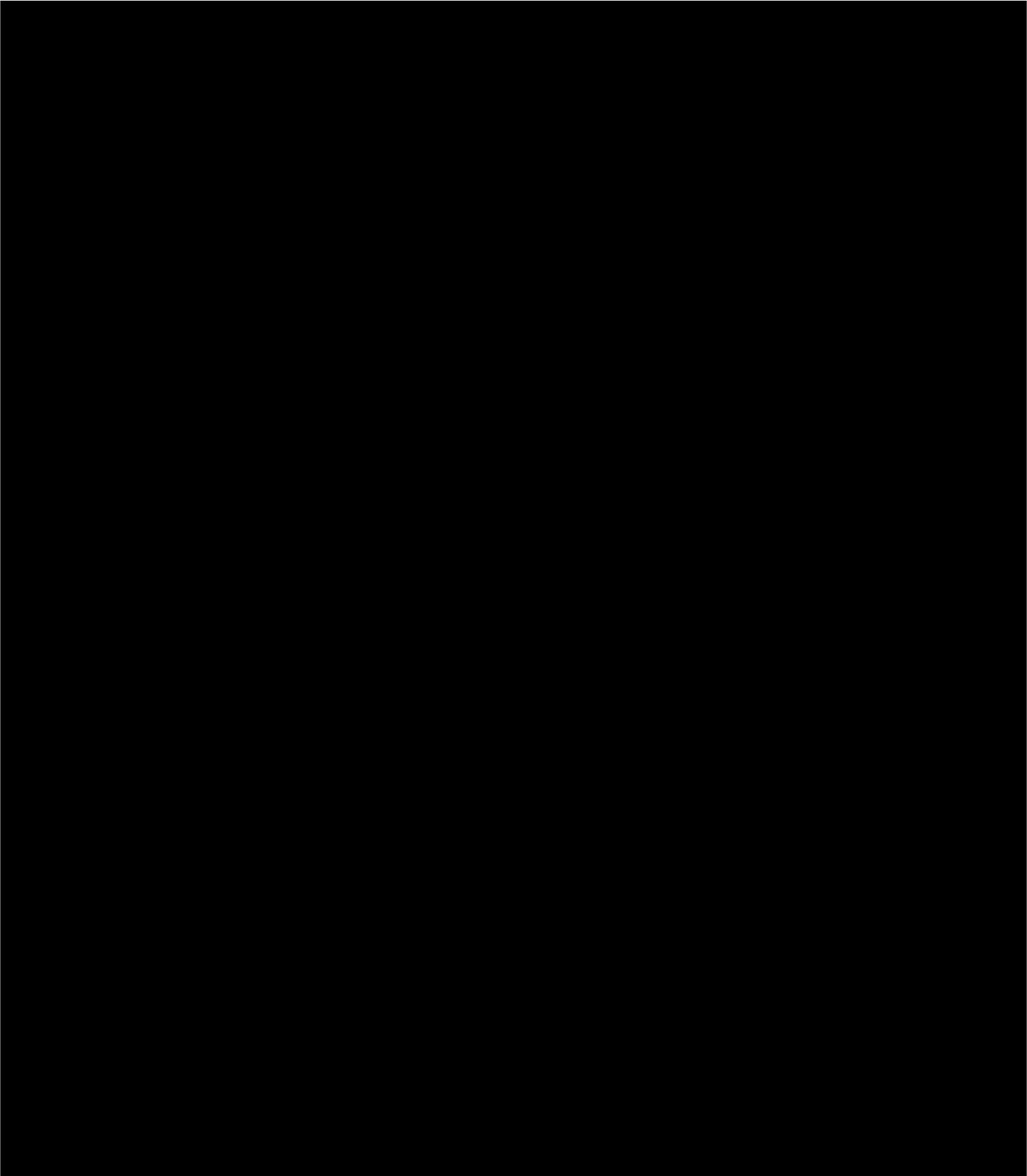


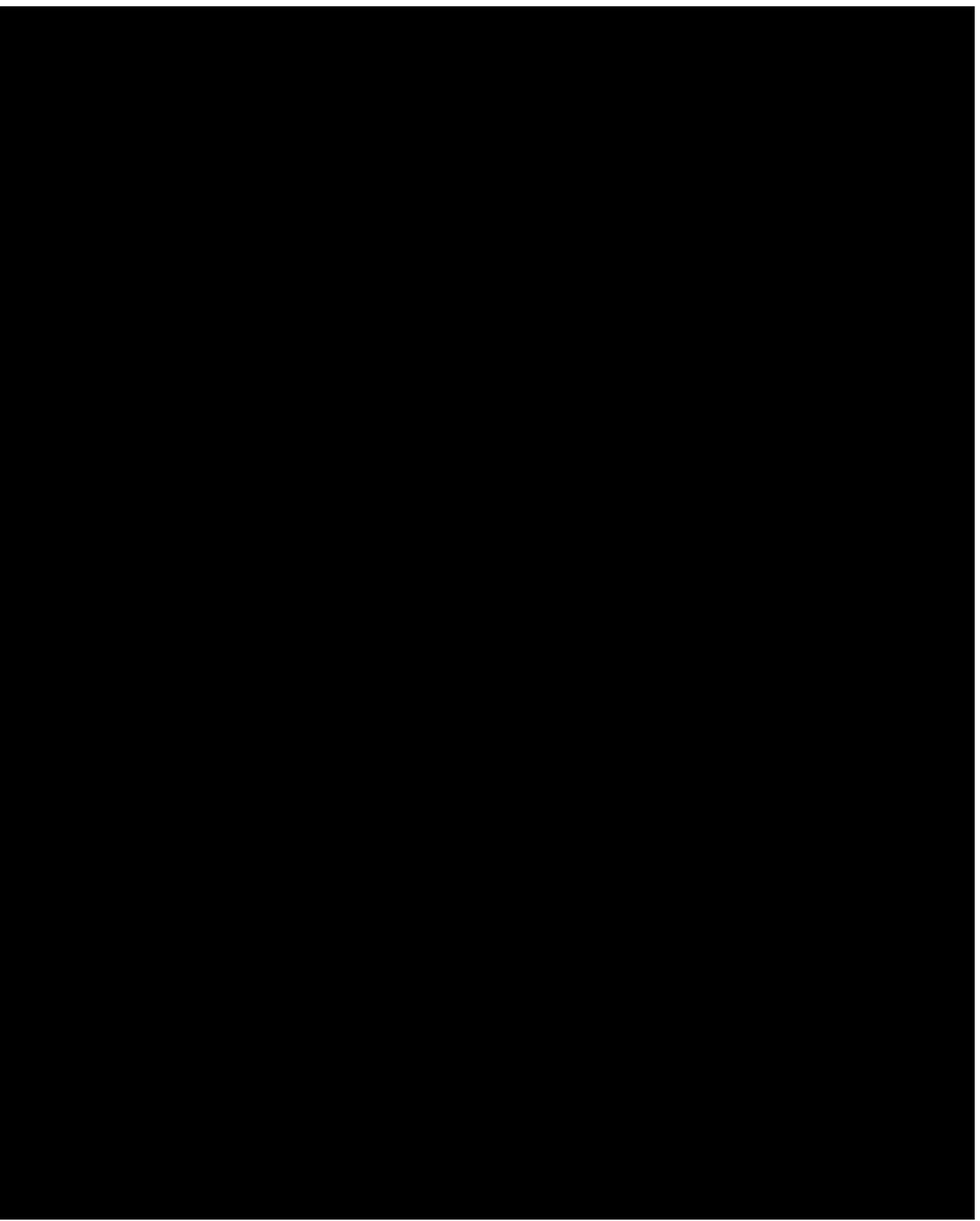
6.13 – Systems and Technical Requirements

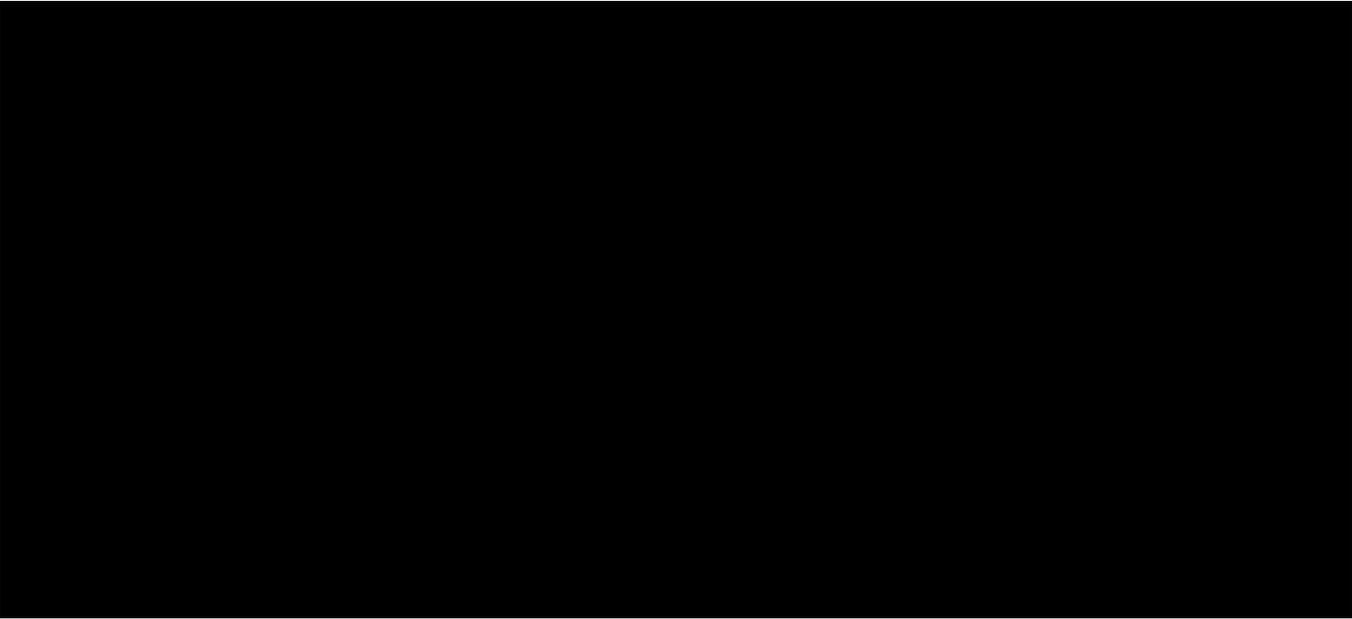




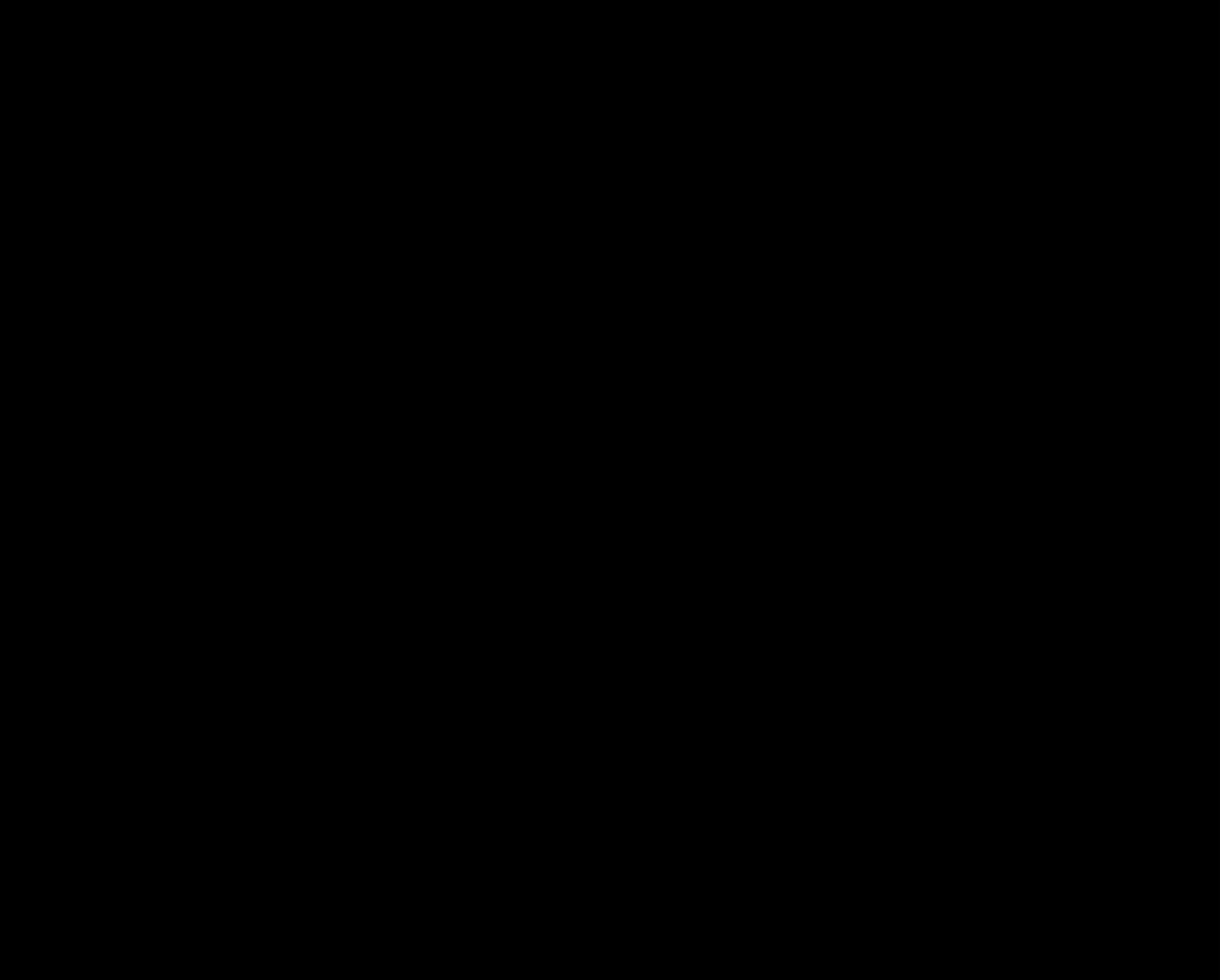
6.13.1 – General Provisions





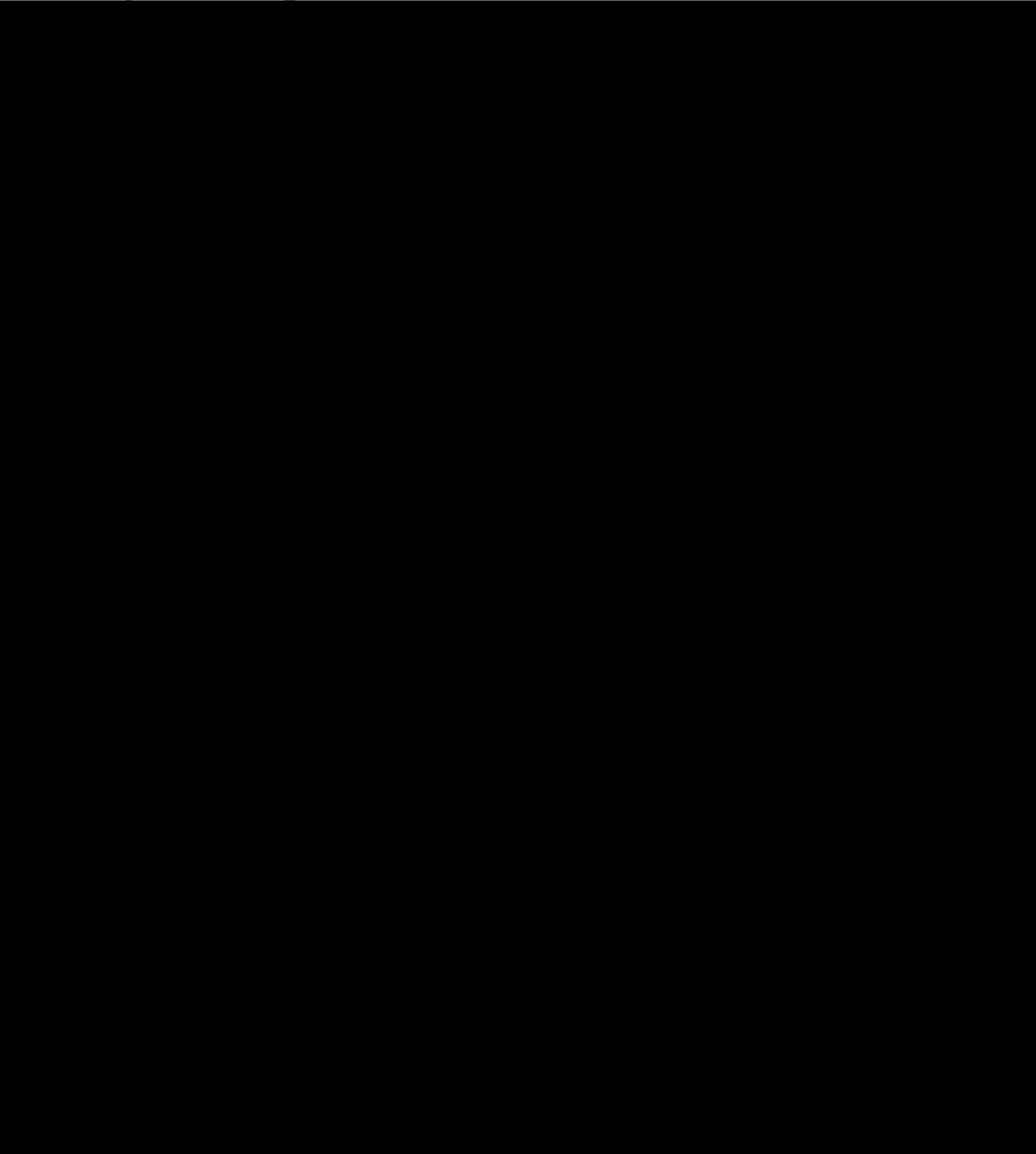


6.13.2 – Resource Availability

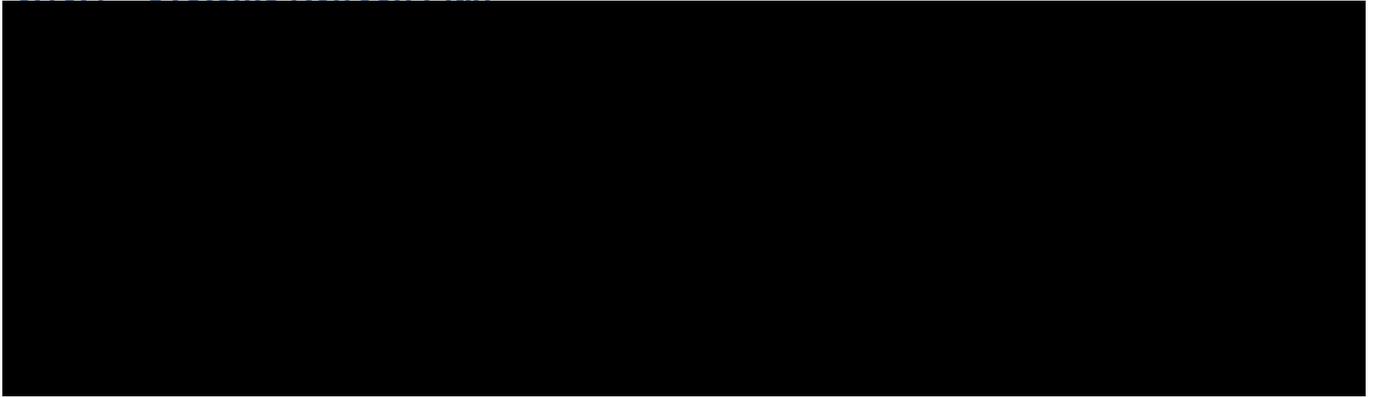




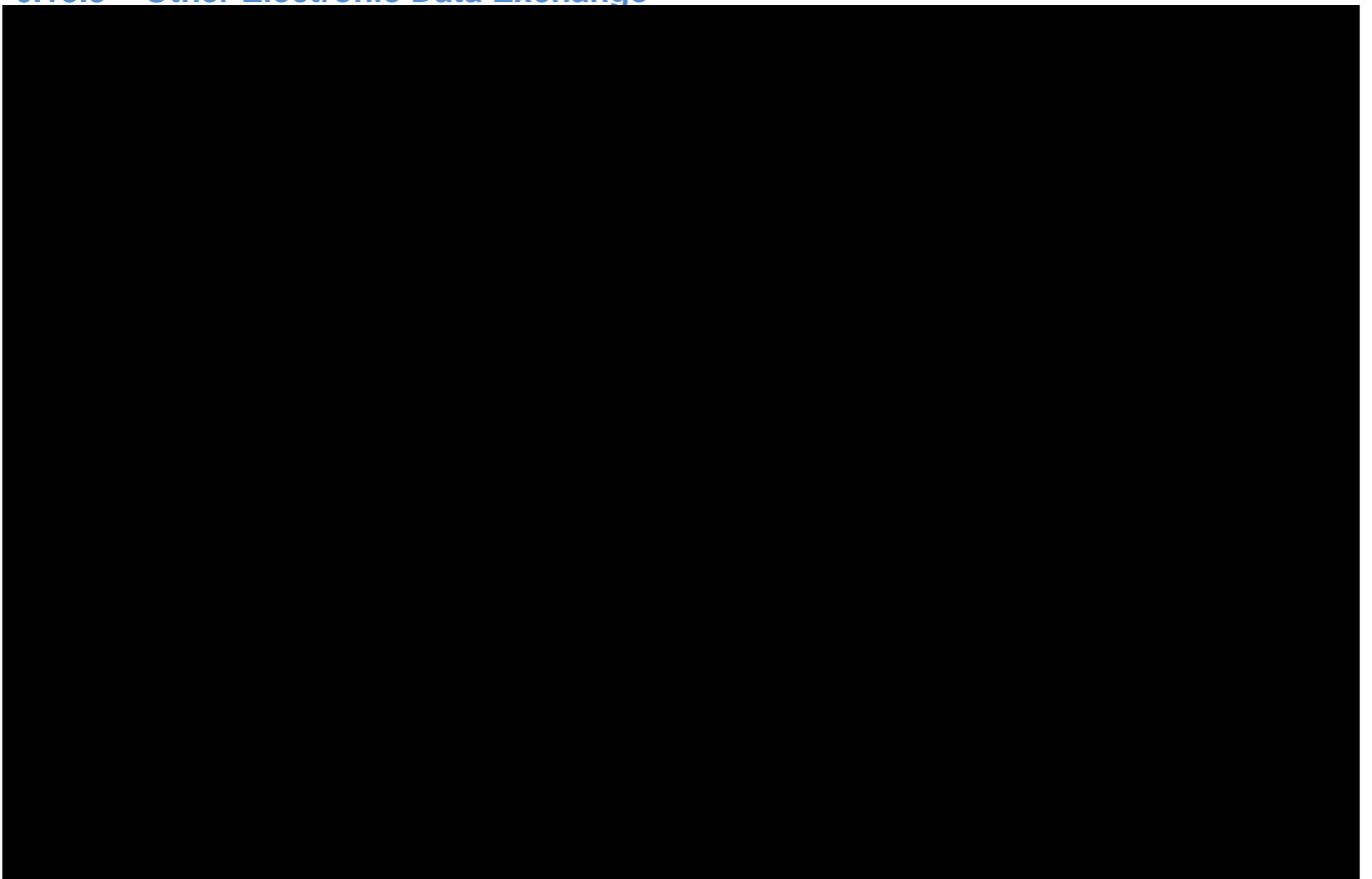
6.13.3 – Systems Changes



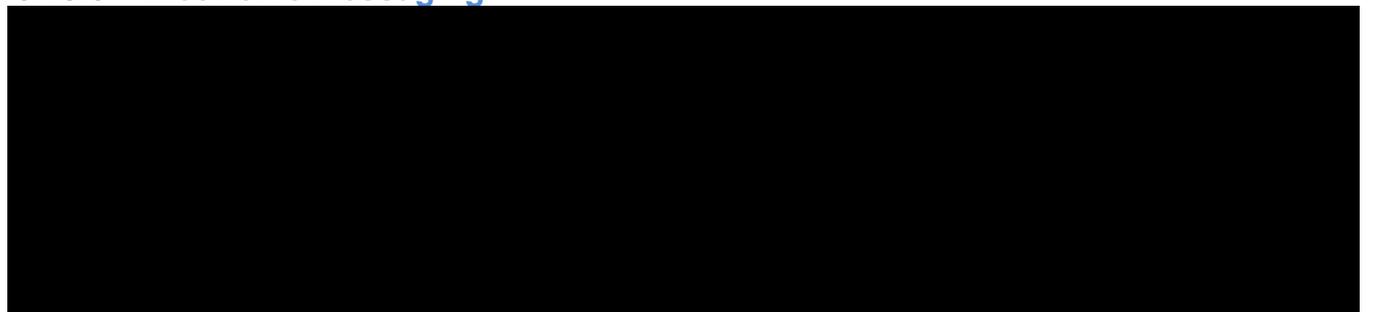
6.13.4 – Systems Refresh Plan



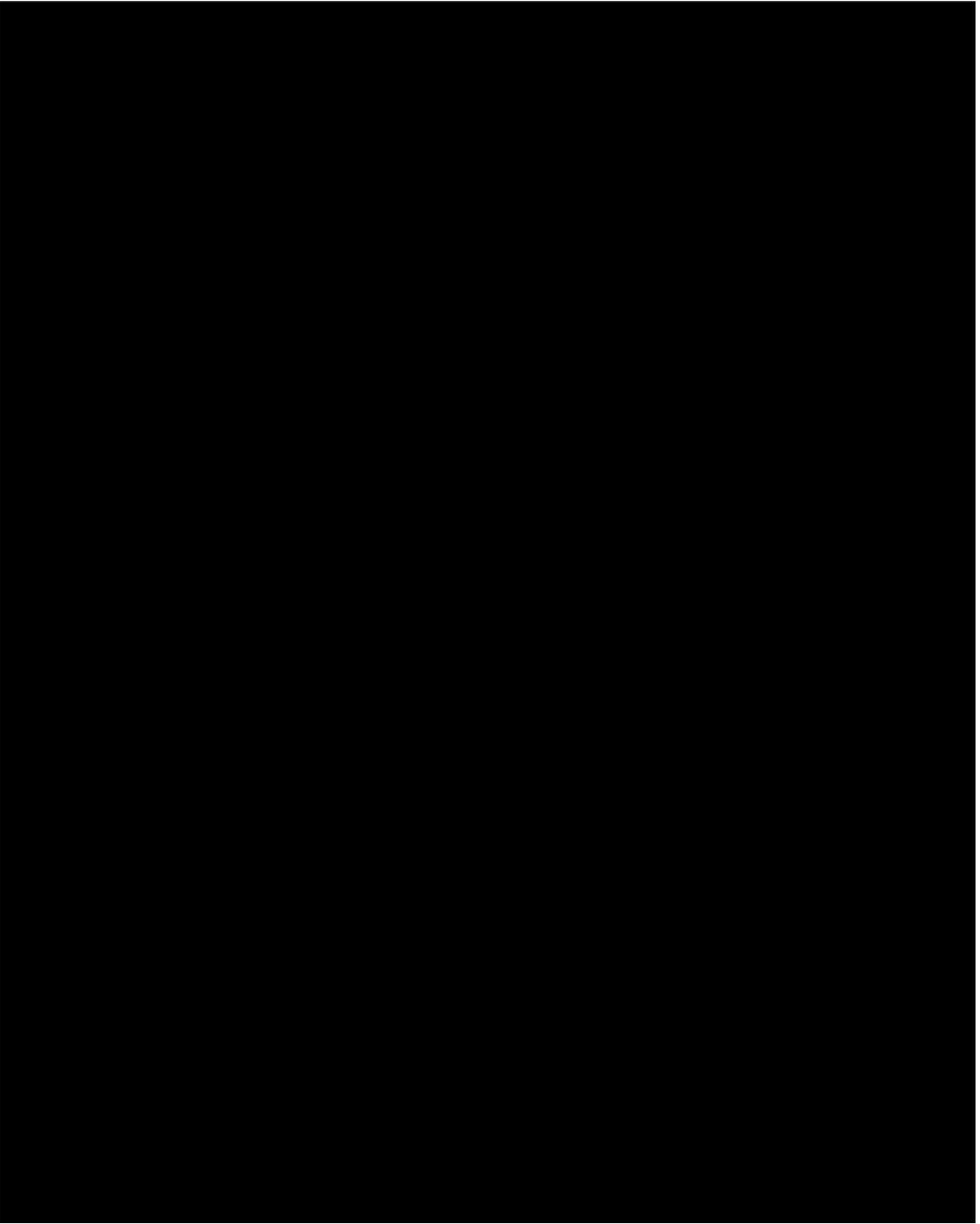
6.13.5 – Other Electronic Data Exchange



6.13.6 – Electronic Messaging

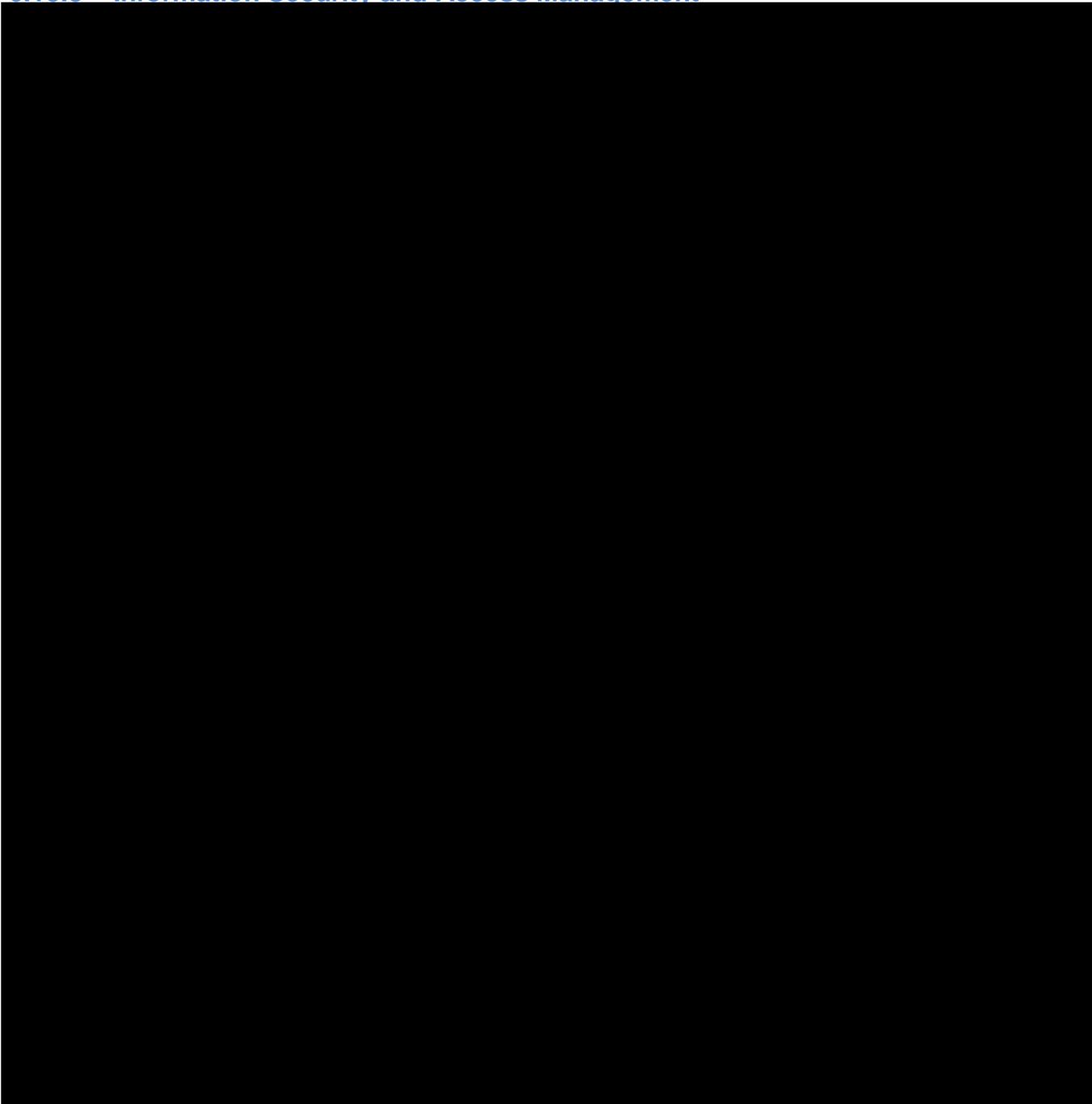


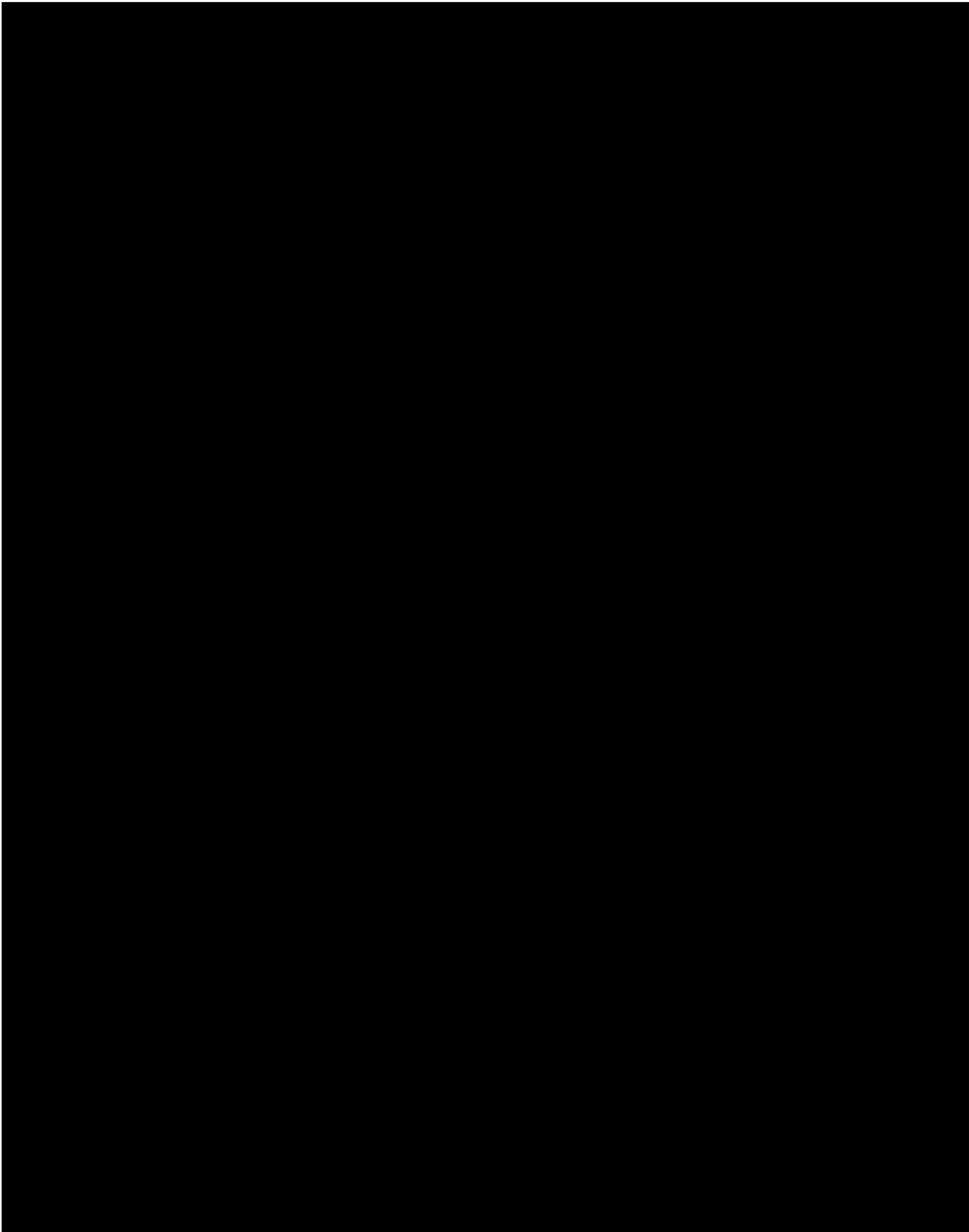
6.13.7 – Provider Enrollment





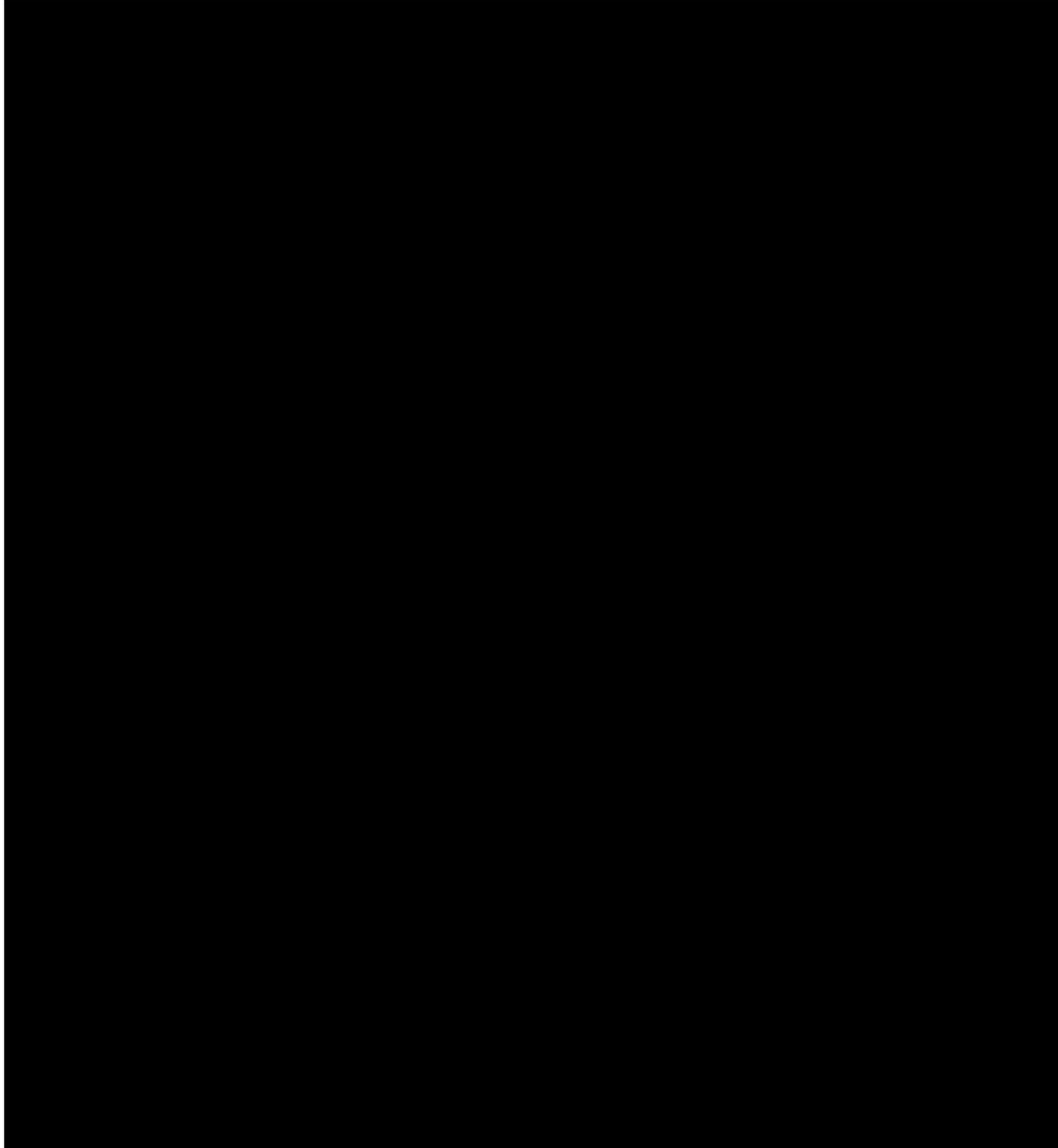
6.13.8 – Information Security and Access Management

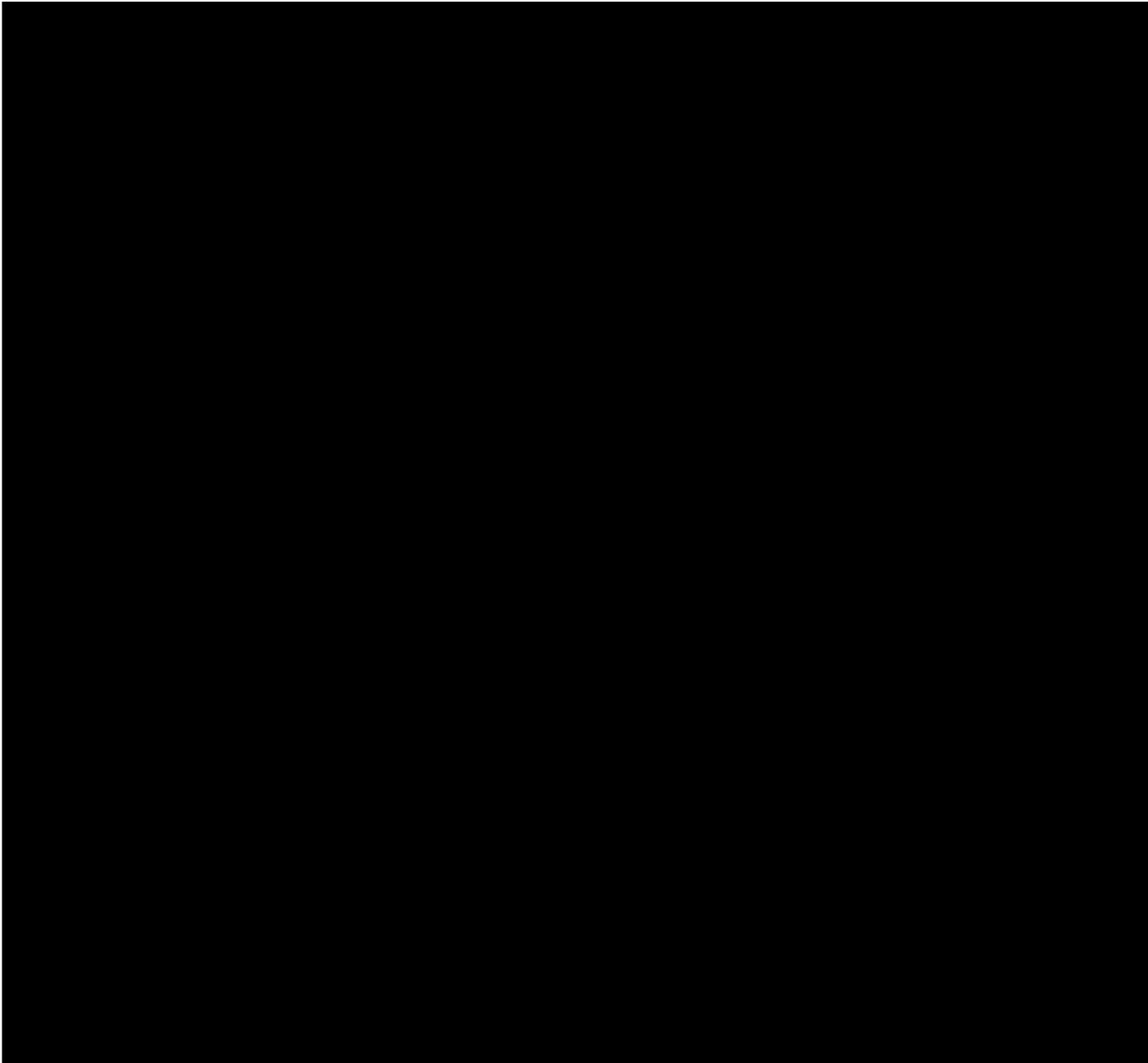




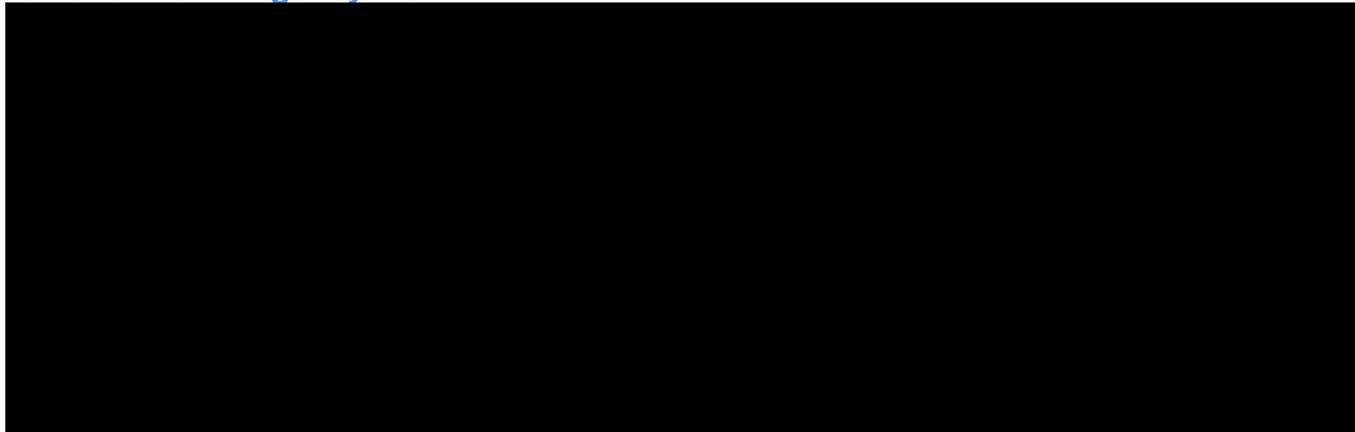


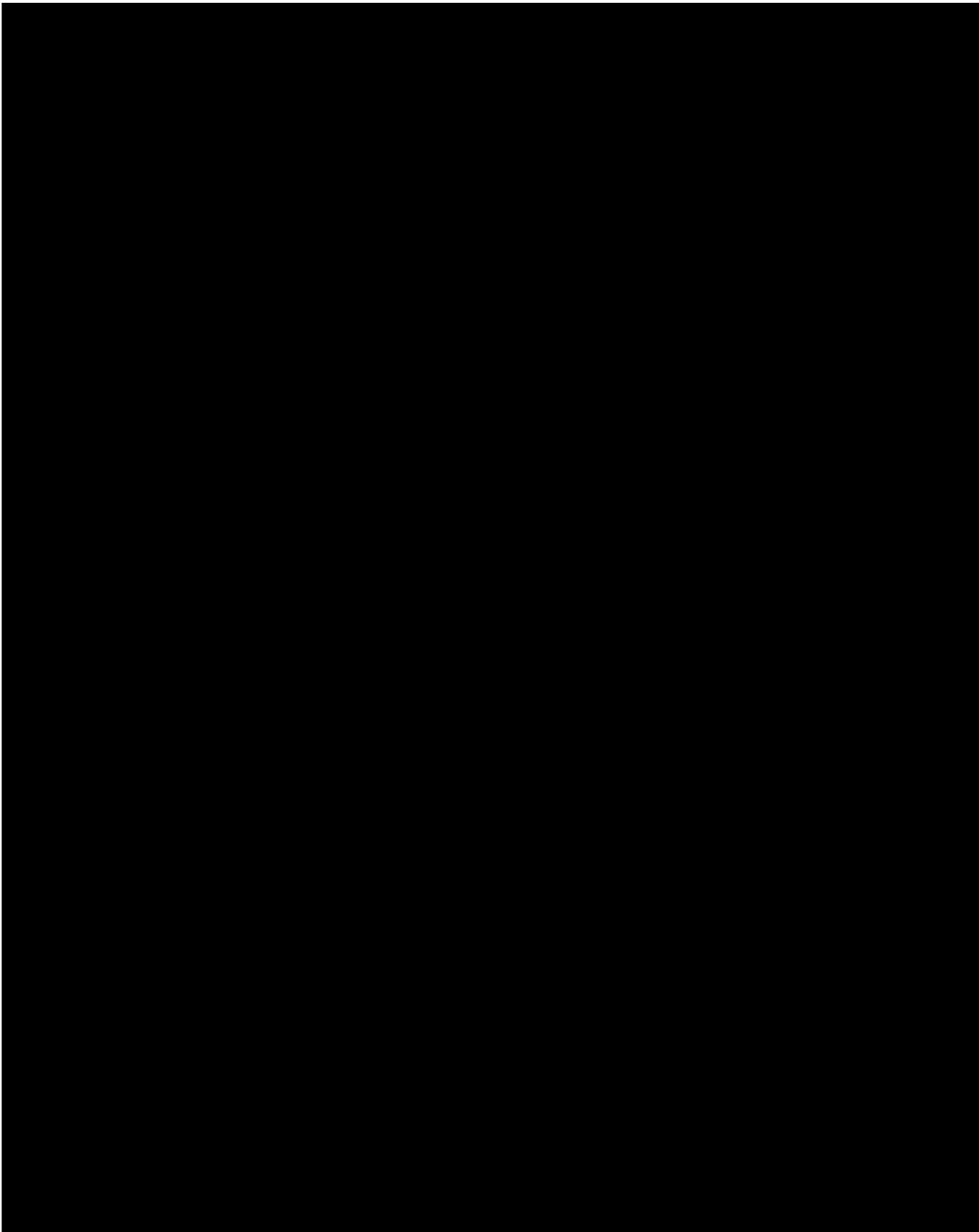
6.13.9 – Systems Availability, Performance, and Problem Management





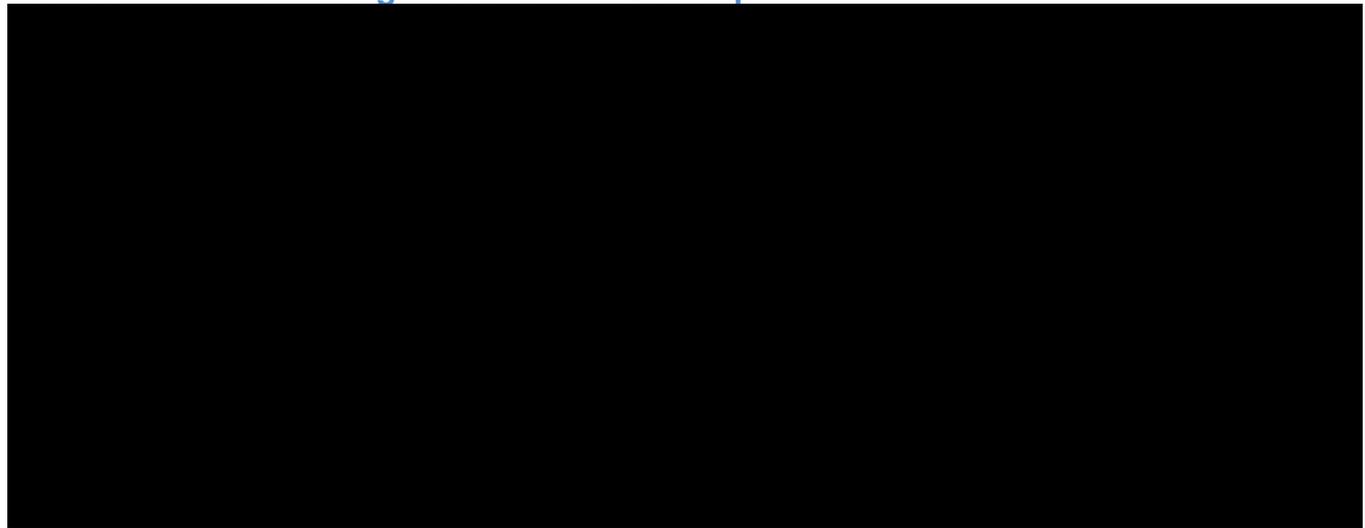
6.13.10 – Contingency Plan



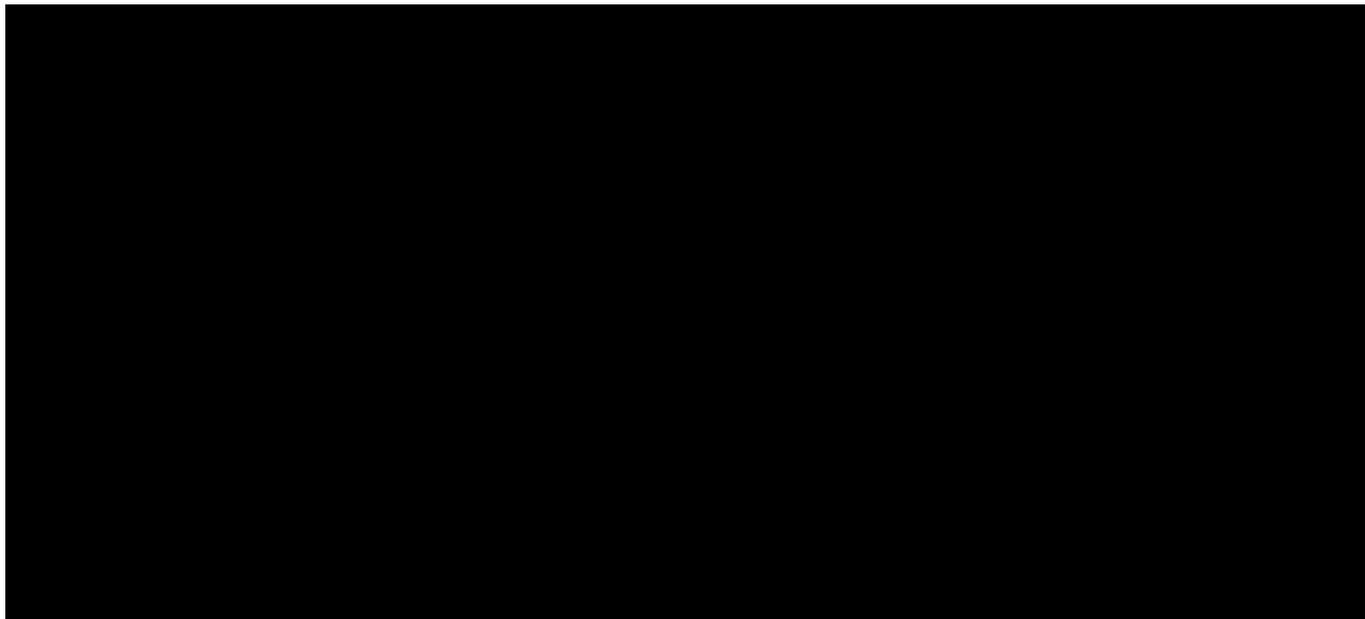


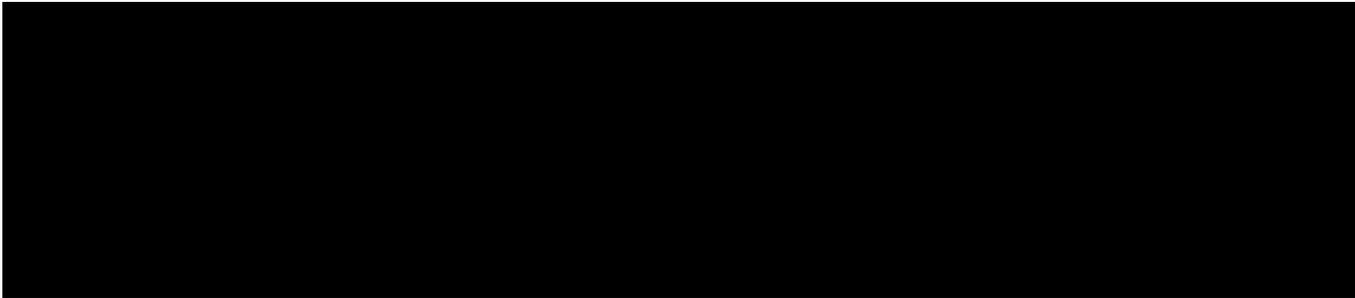


6.13.11 – Off-Site Storage and Remote Back-up

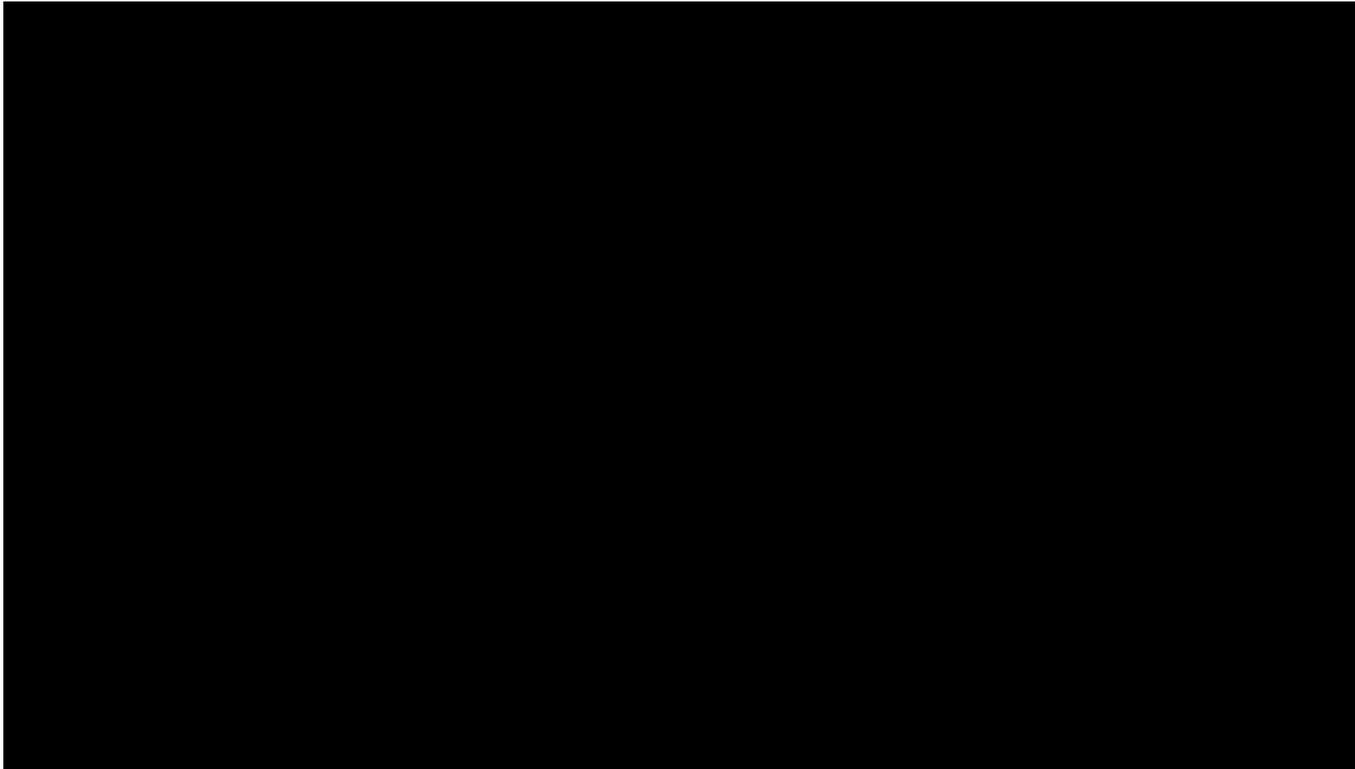


6.13.12 – Records Retention

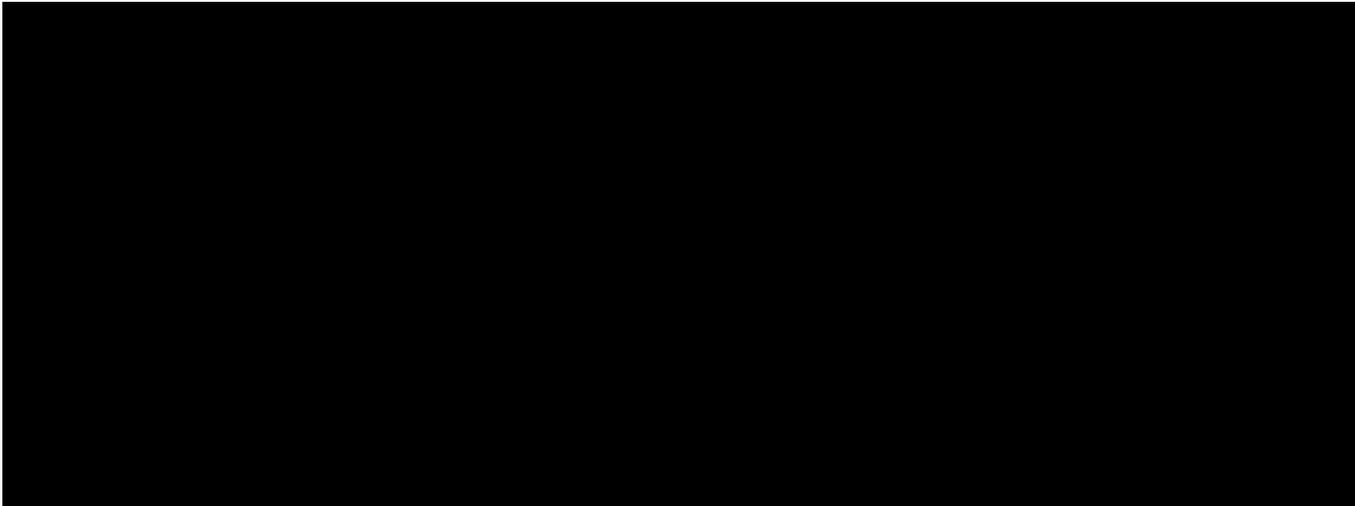


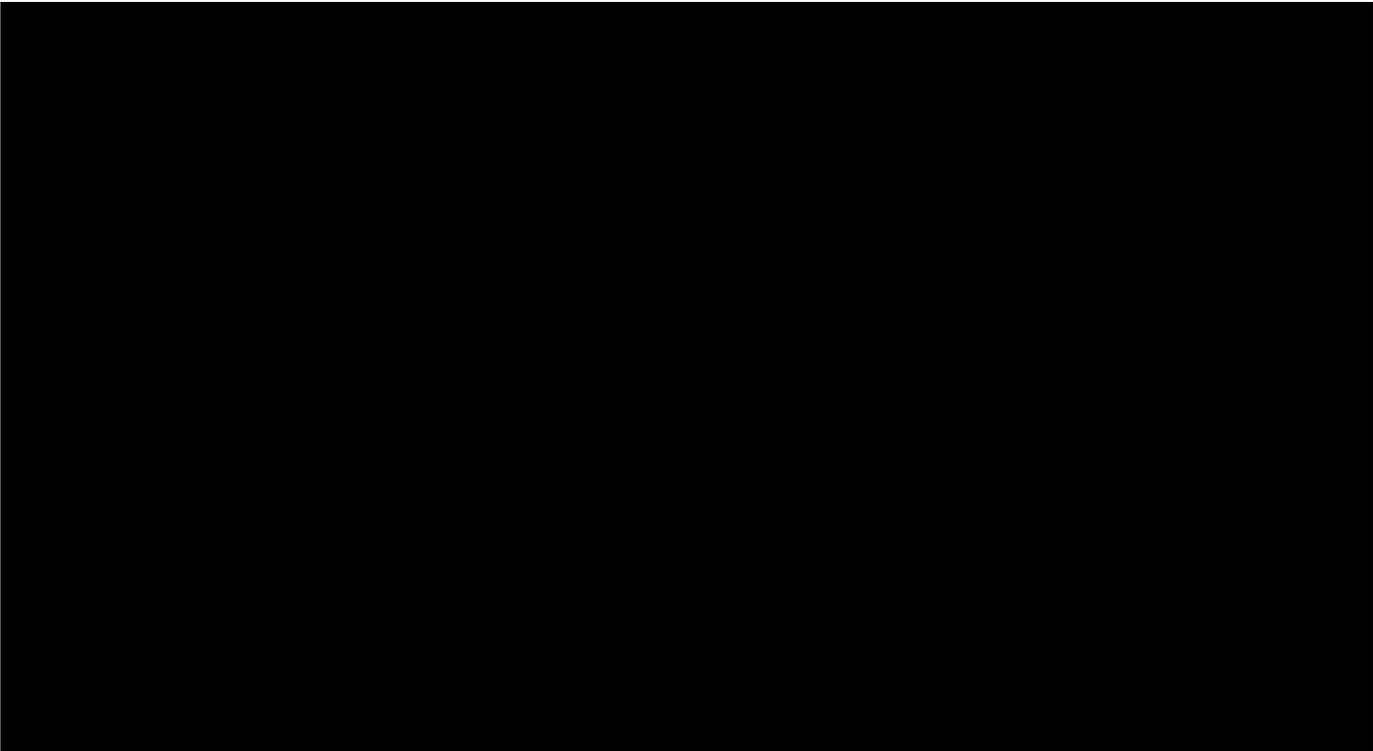


6.14 – Claims Management



6.14.1 – General Provisions

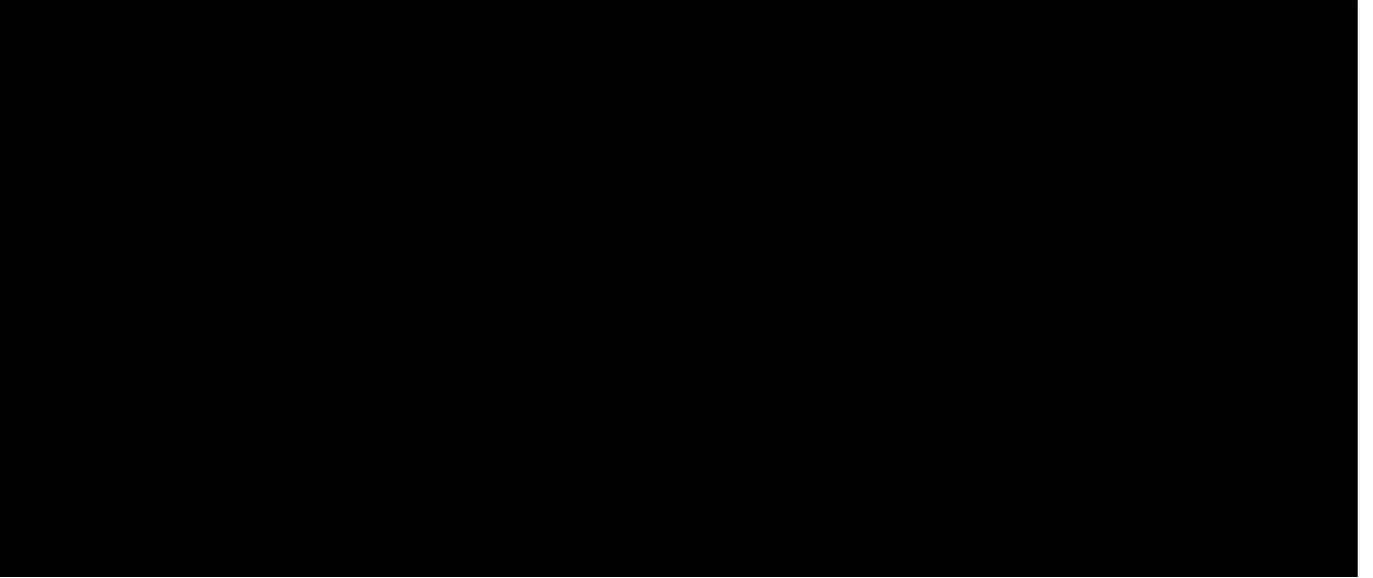


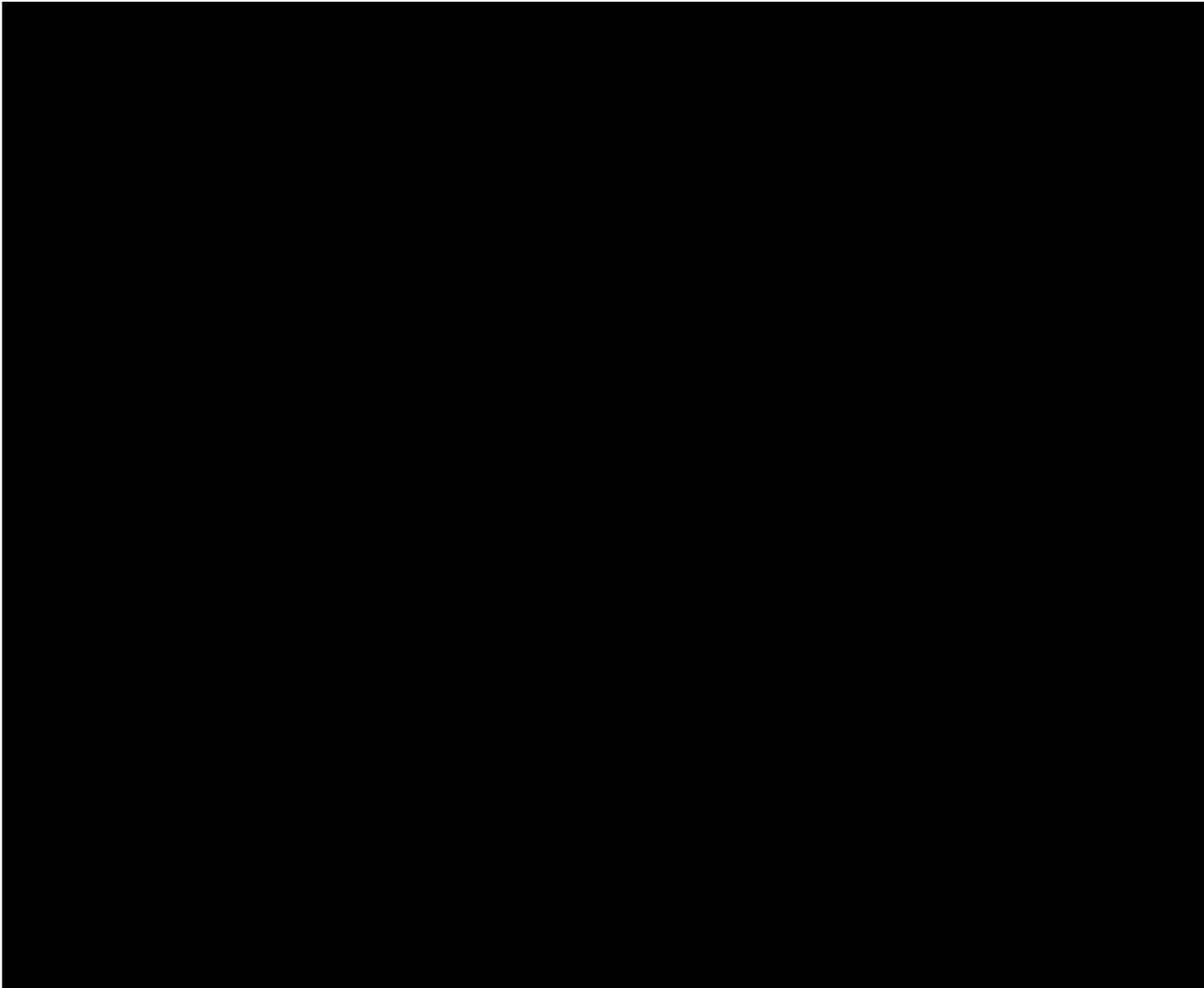


6.14.2 – Functionality

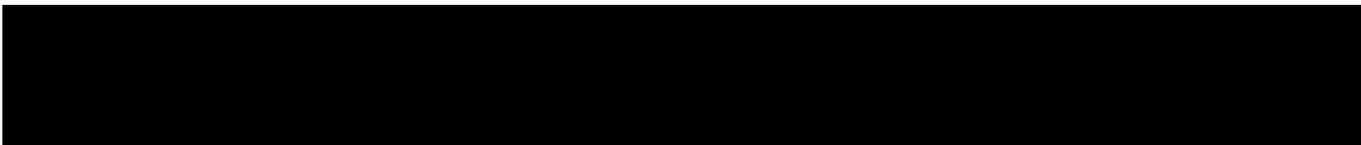
We currently provide LDH with a comprehensive solution to claims processing using industry best practices in workflow automation, dynamic case management, business process management, and rules management. These modern claims capabilities result in a highly efficient environment that makes it easy for providers to take advantage of Electronic Claim Management (ECM) services.

MCNA allows providers to submit claims in several ways, and we actively encourage all of our participating providers to adopt ECM services. We offer them multiple electronic submission methods that help them reduce reliance on paper claims. We also provide them with information about the submission requirements and modalities supported to ensure an easy, successful transition to ECM services. Our Louisiana providers are able to submit electronic claims through the clearing house of their choice or they may take advantage of MCNA’s free Provider Portal to submit claims using Secure File Transfer Protocol.

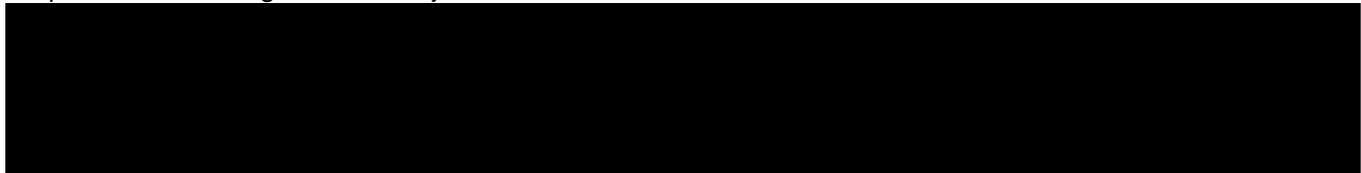


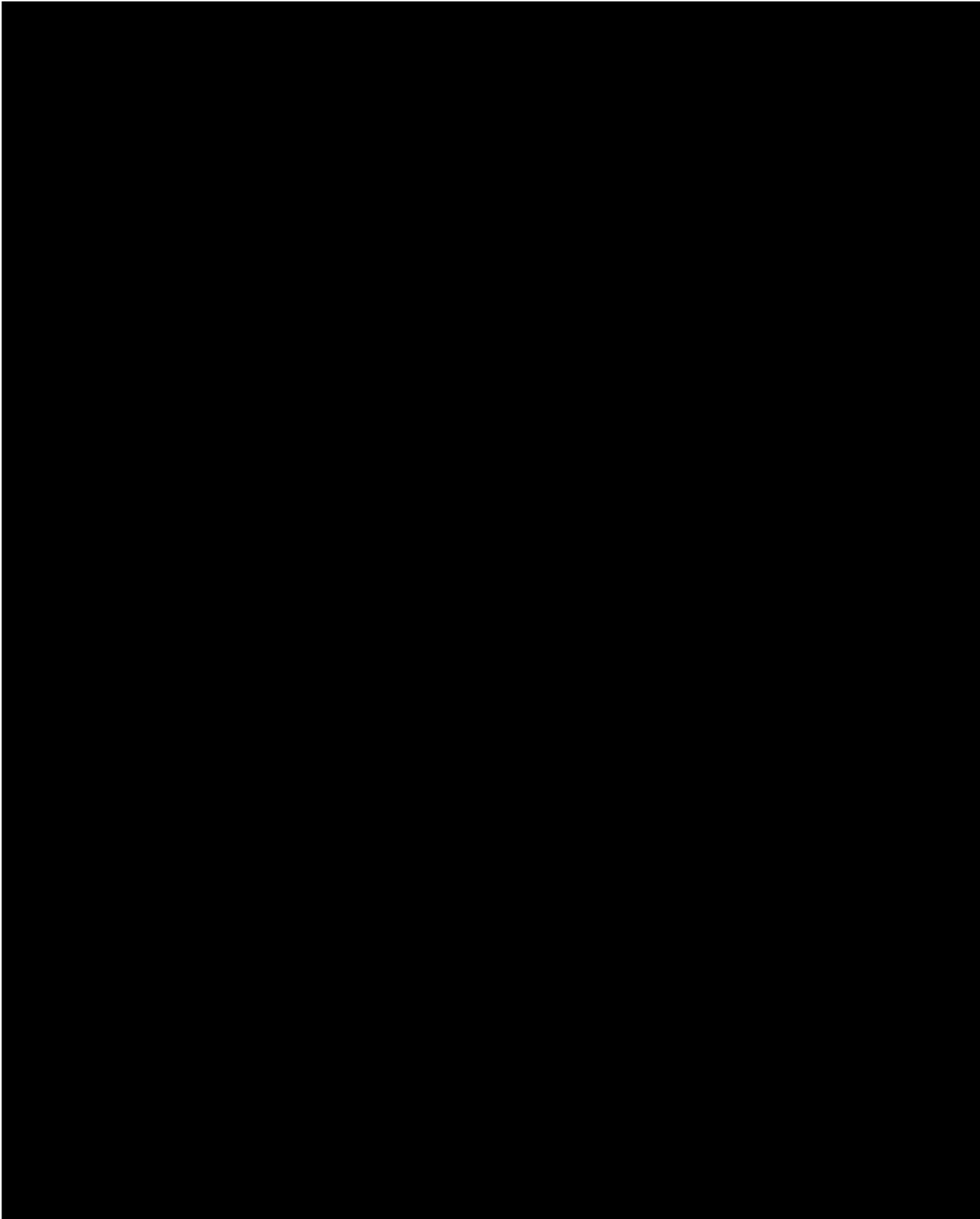


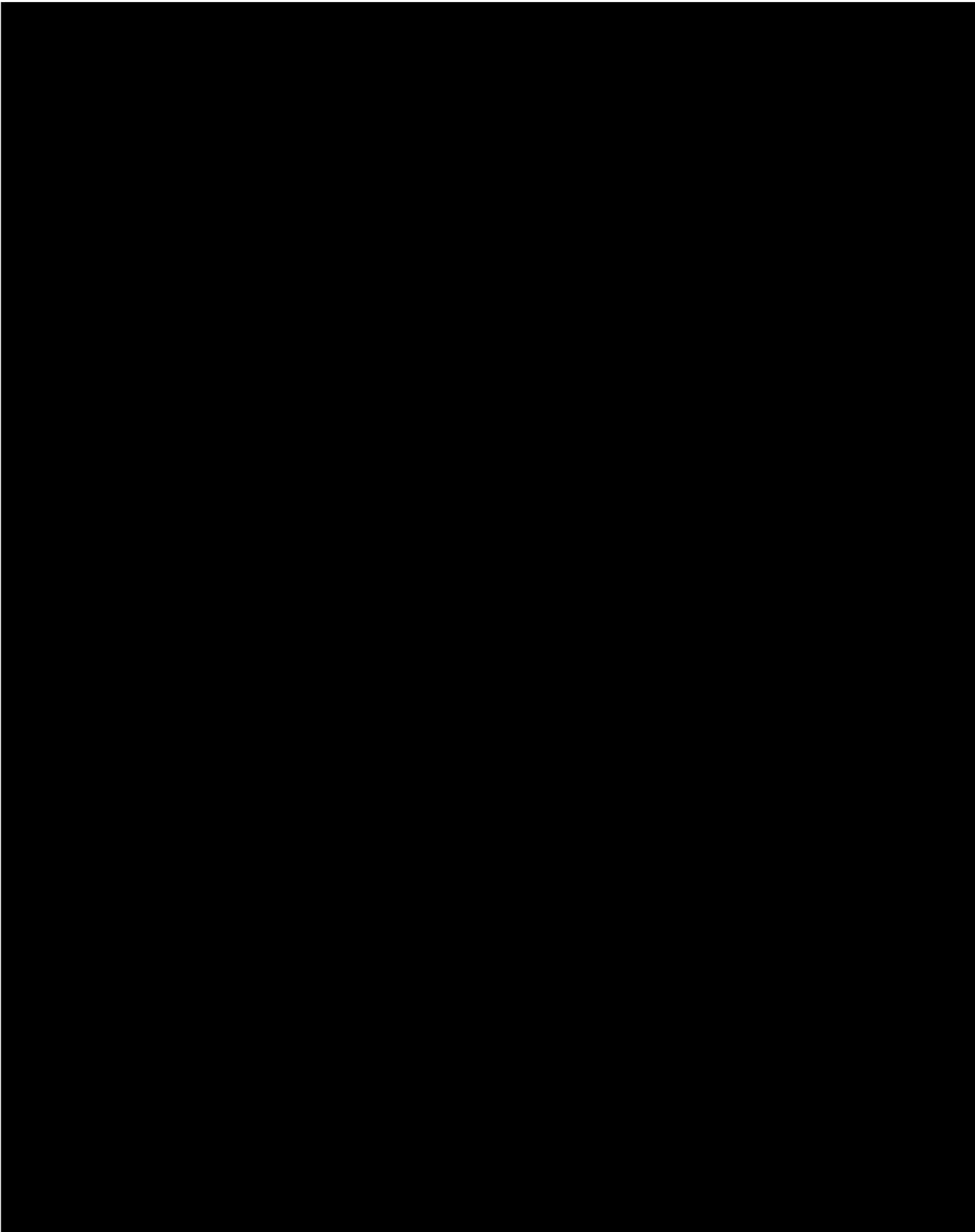
MCNA understands and acknowledges that at such time that LDH presents recommendations concerning claims billing and processing that are consistent with industry norms, we shall comply with those recommendations within ninety (90) calendar days from notice by LDH.

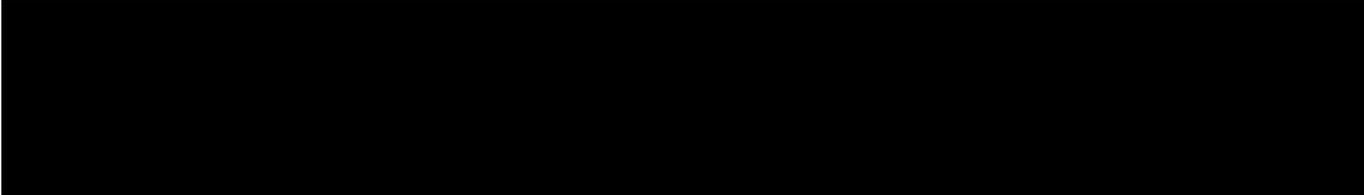


We understand and acknowledge that all costs associated with claims processing, reprocessing, and resubmission due to processing errors of the design of systems within our span of control are explicitly owned by MCNA. We also understand that should there be a need for a gross level system adjustment to correct a payment error, we must first explain the error to LDH and request and receive written authorization to proceed with the gross level adjustment.







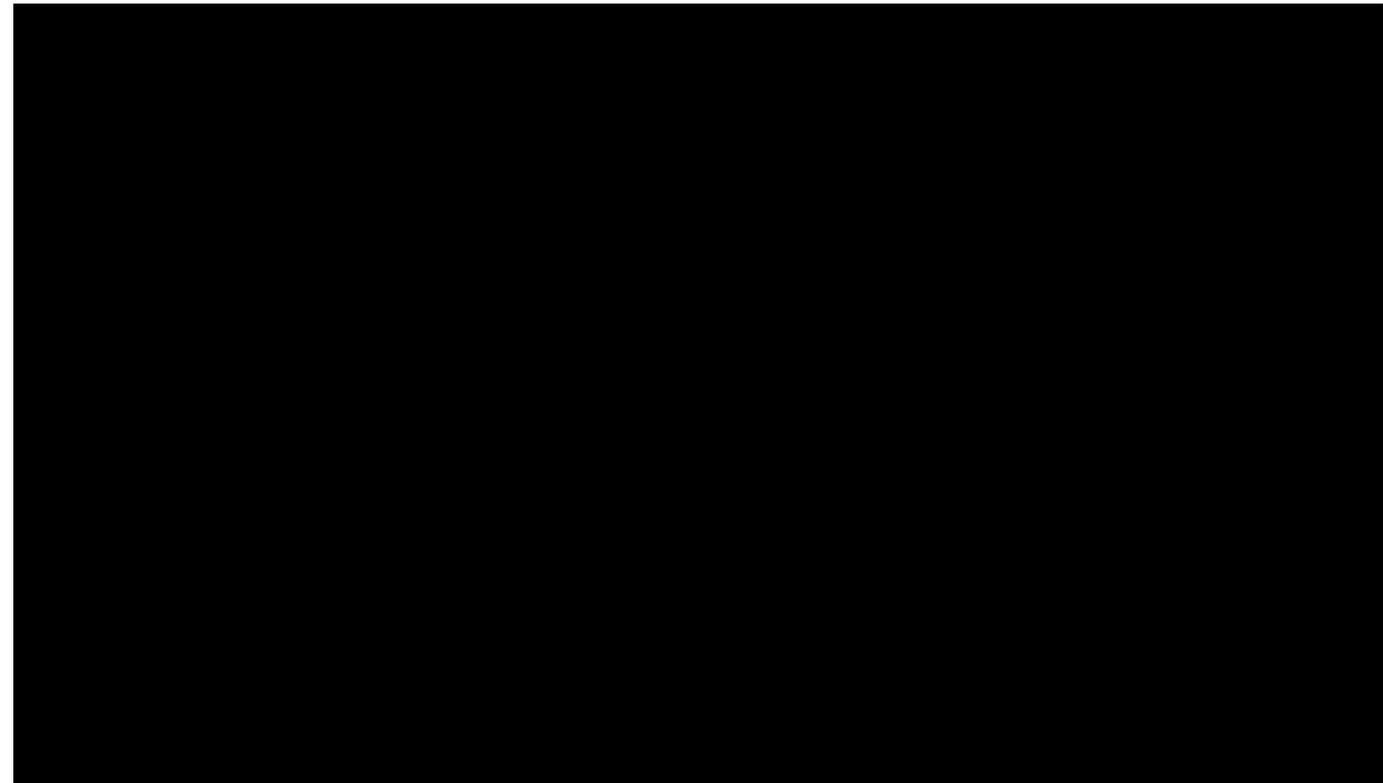


6.14.3 – Payments to Providers

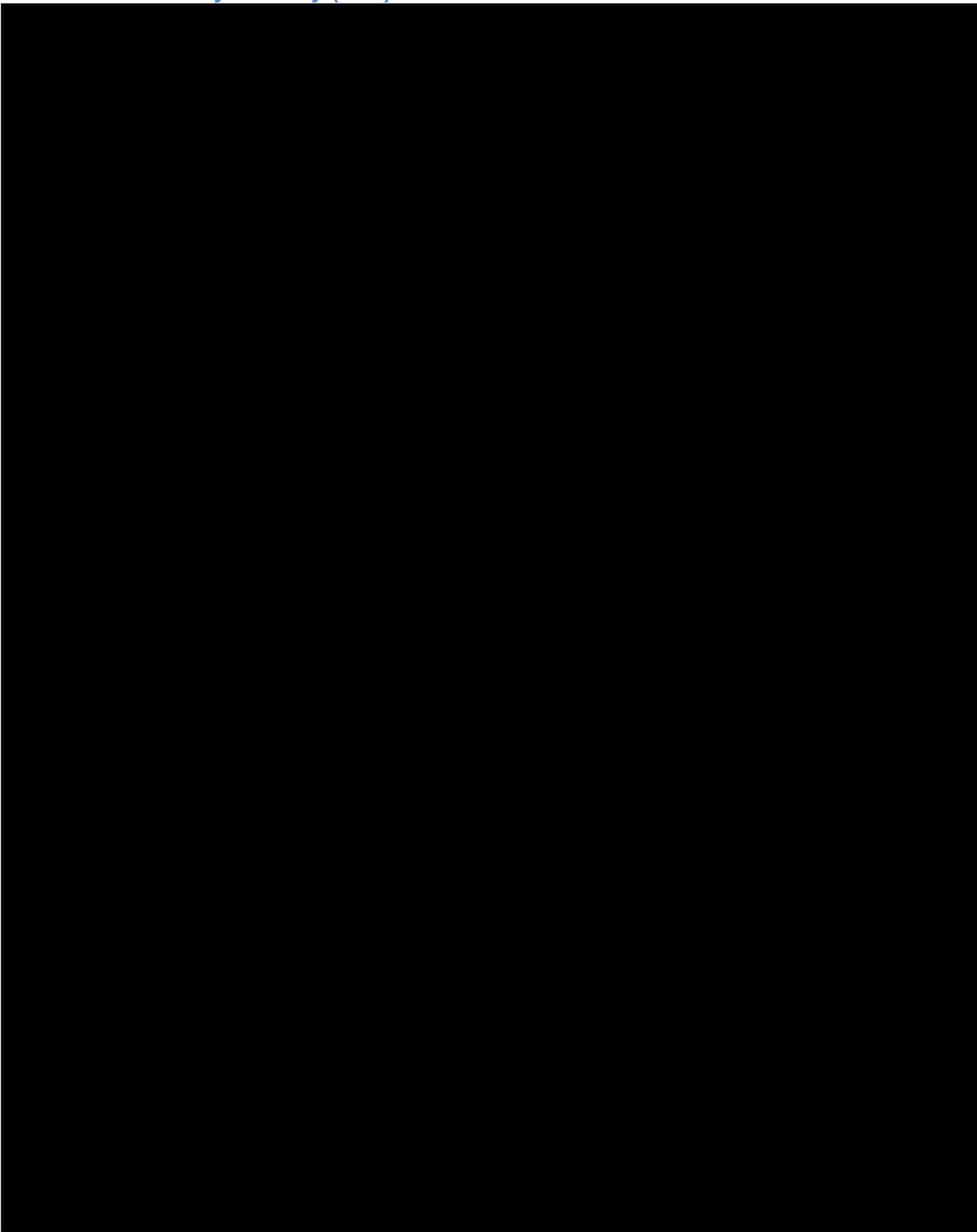


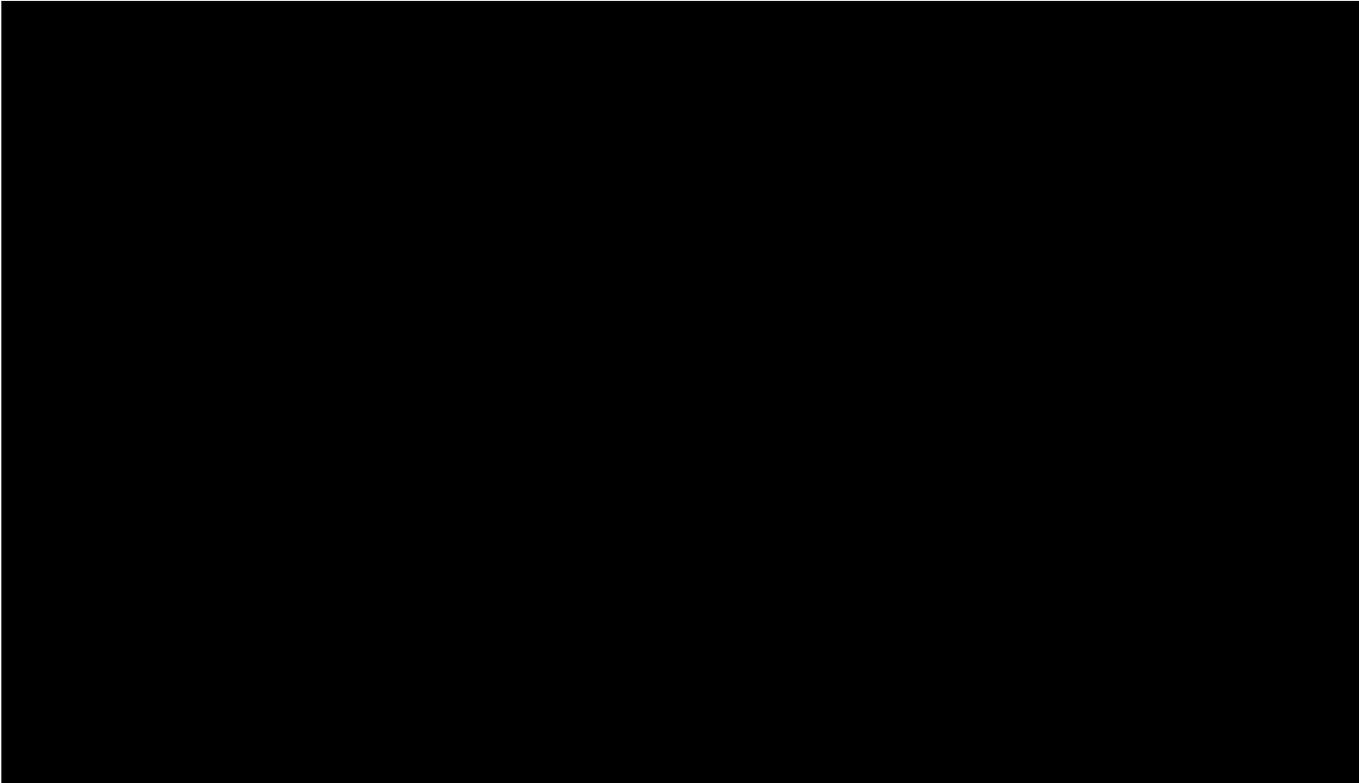
MCNA acknowledges that we shall pay providers interest at twelve percent (12%) per annum, calculated daily, for the full period in which the clean claim remains adjudicated beyond the thirty (30) calendar day claims processing deadline. Interest owed the provider shall be paid the same date that the claim is adjudicated.

6.14.4 – Remittance Advice

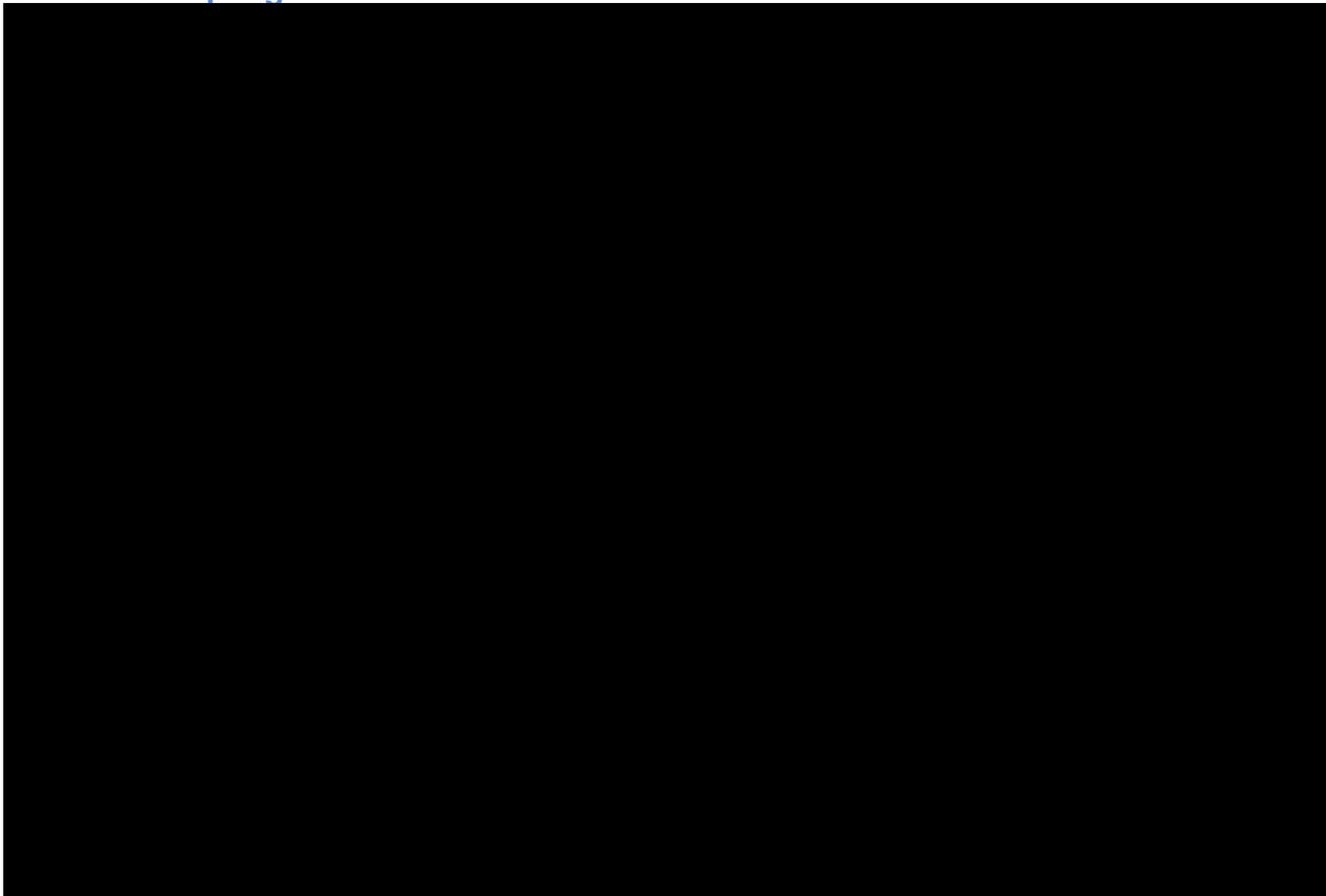


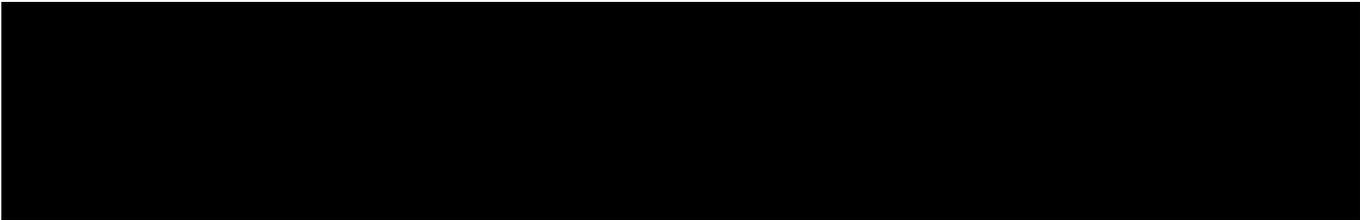
6.14.5 – Third Party Liability (TPL)



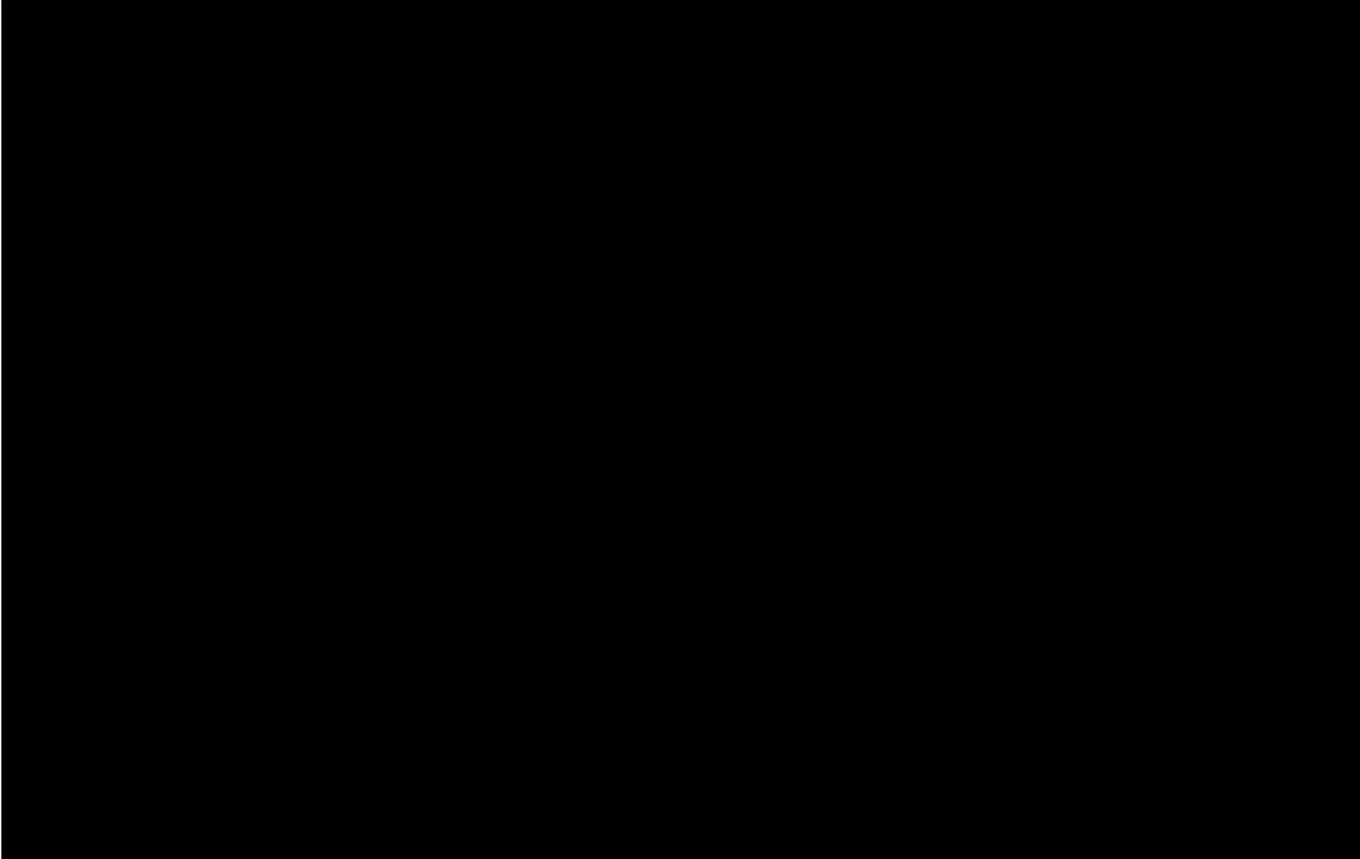


6.14.6 – Sampling of Paid Claims

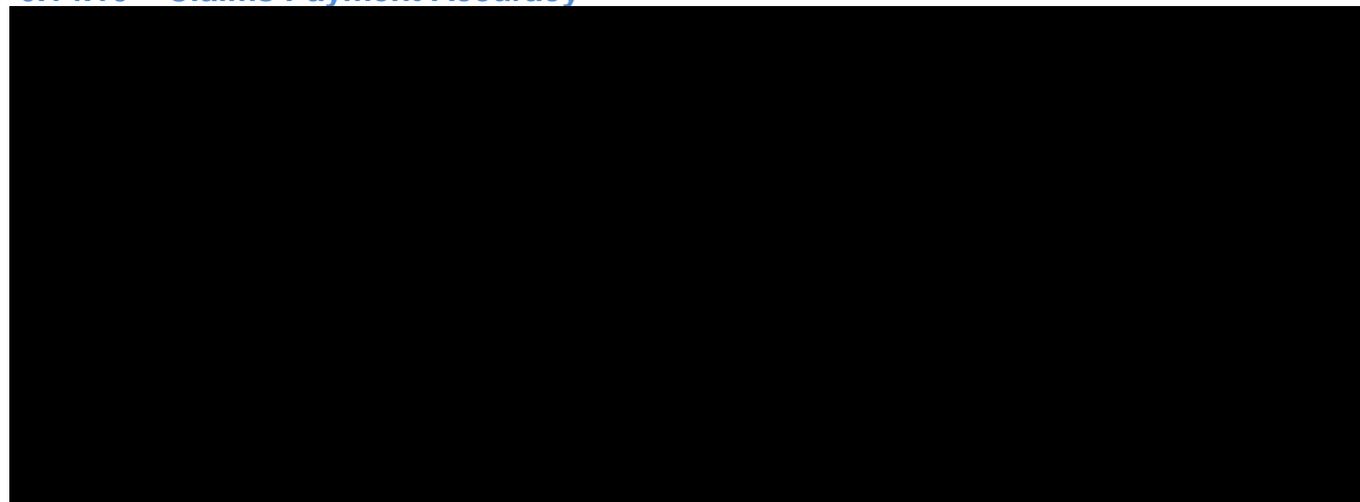


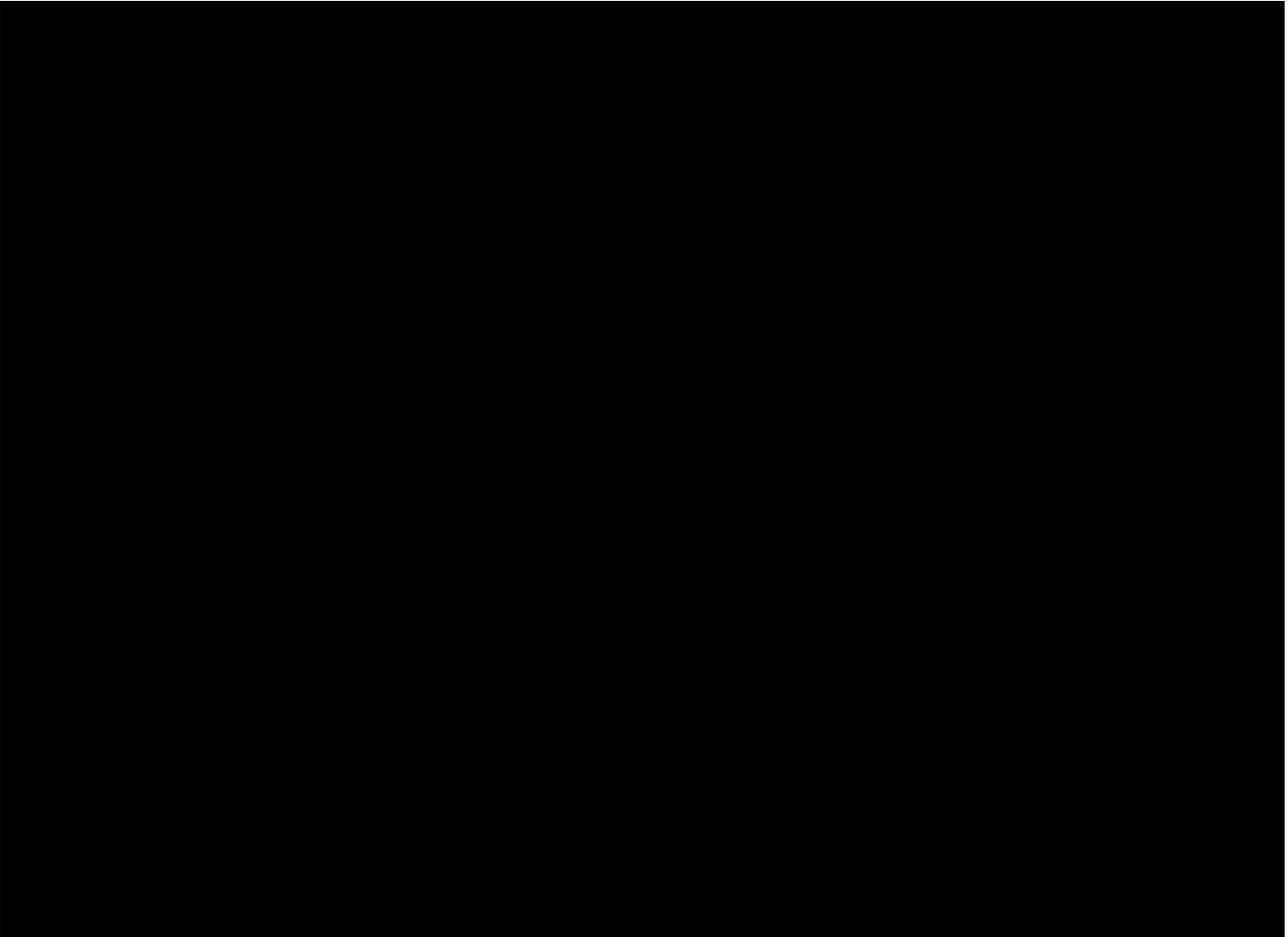


6.14.7 through 6.14.9 – Claims Dispute Management

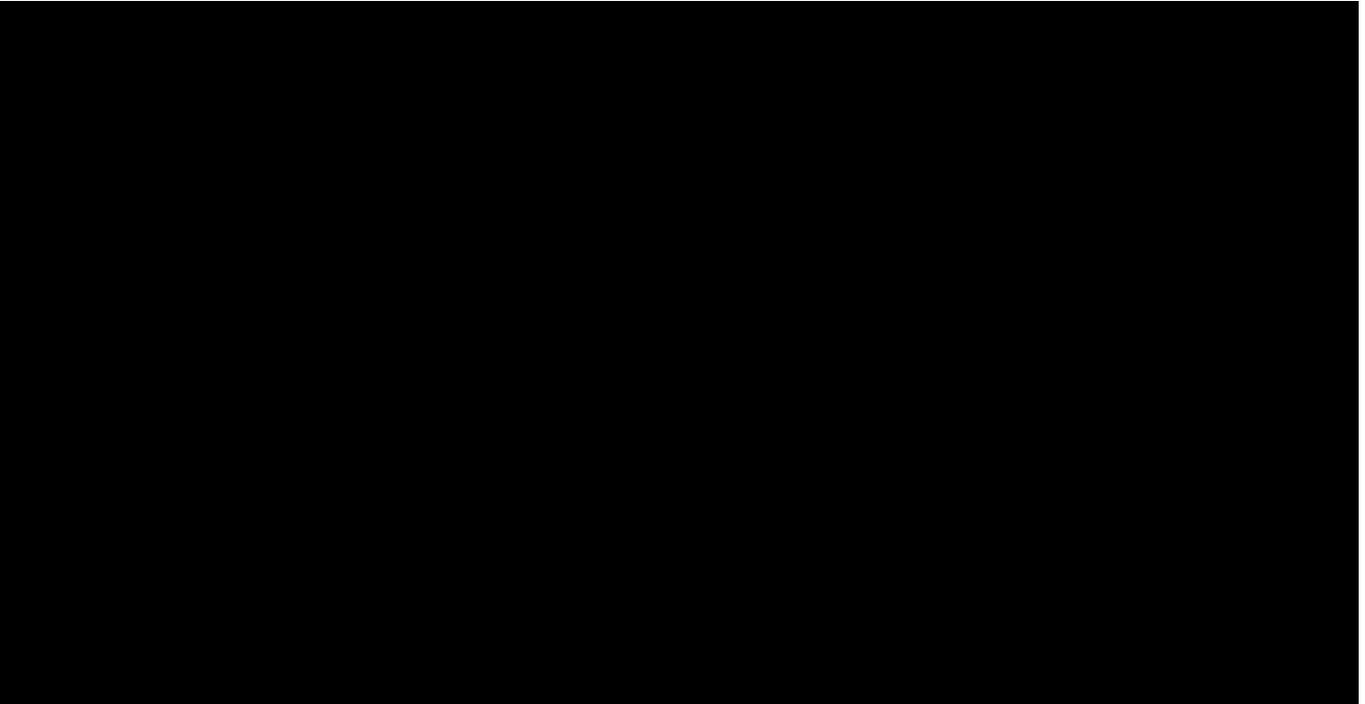


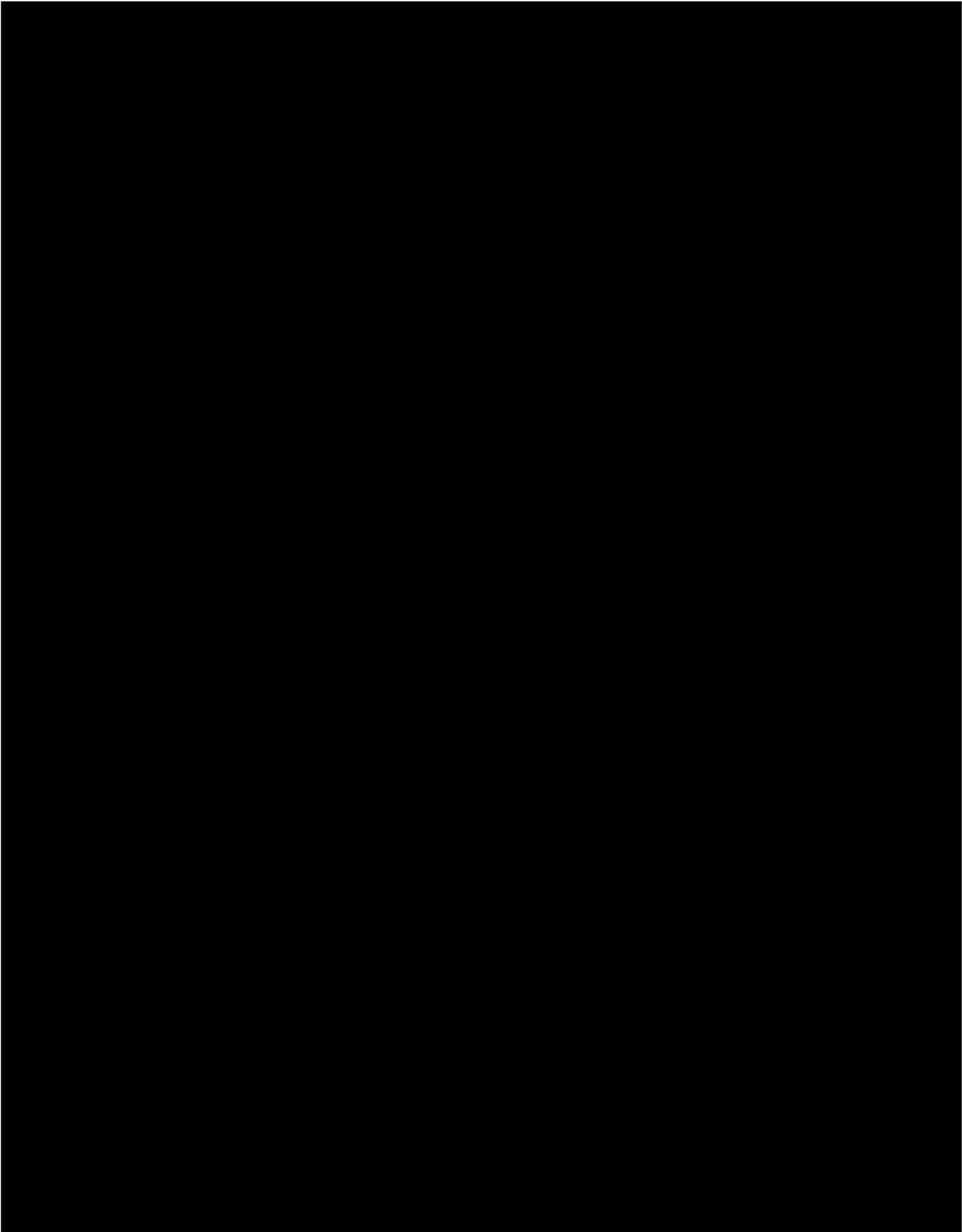
6.14.10 – Claims Payment Accuracy

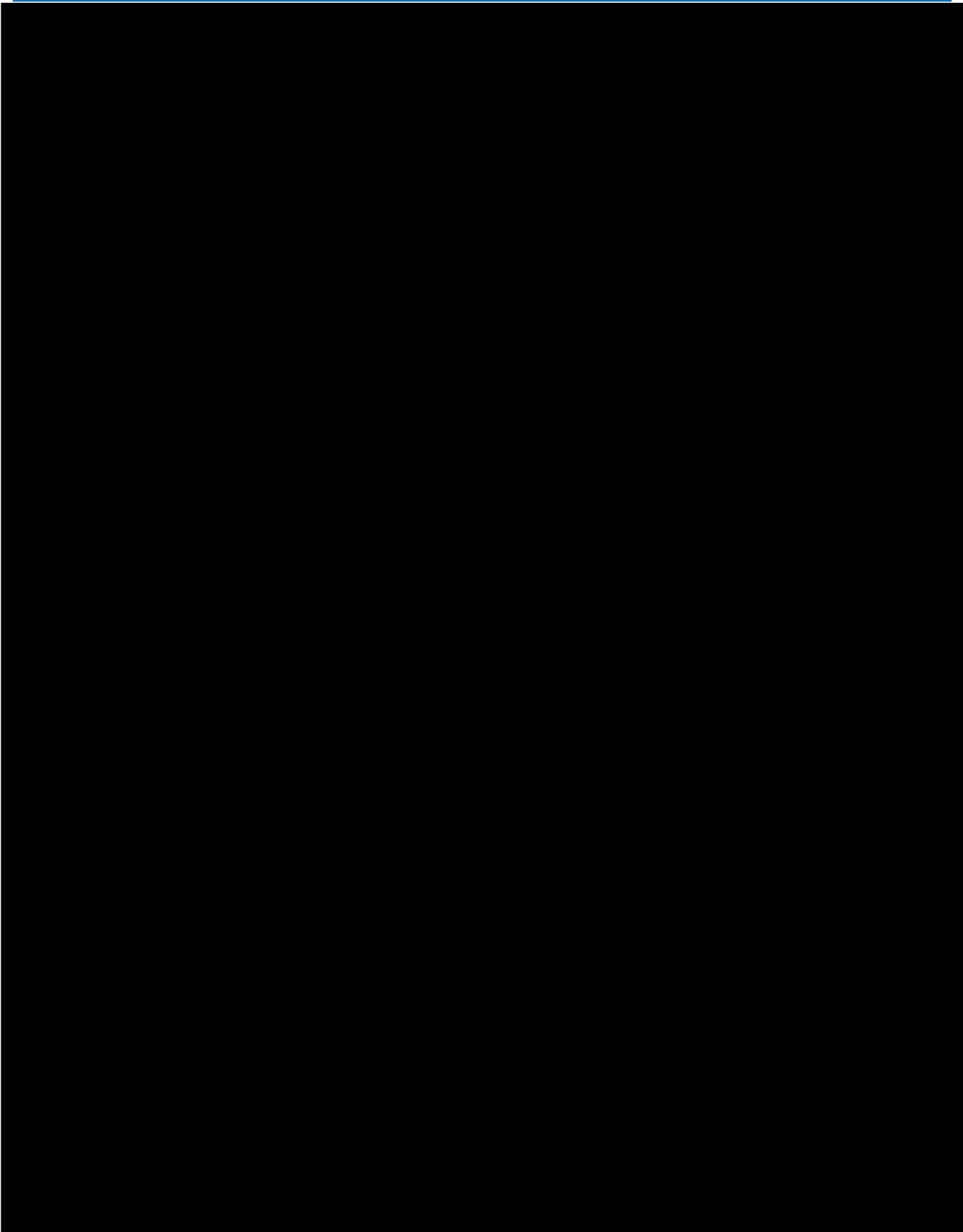


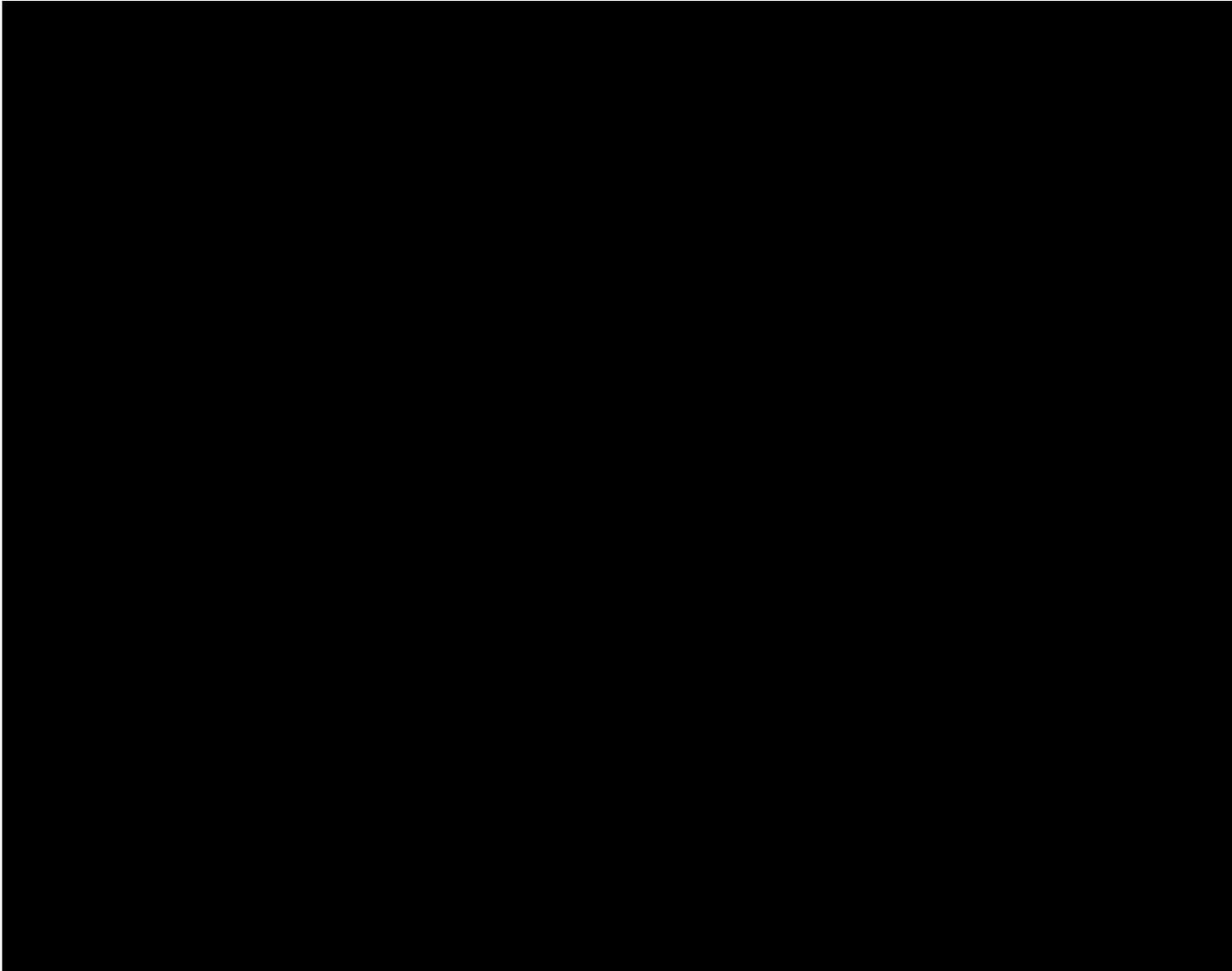


6.14.11 – Encounter Data





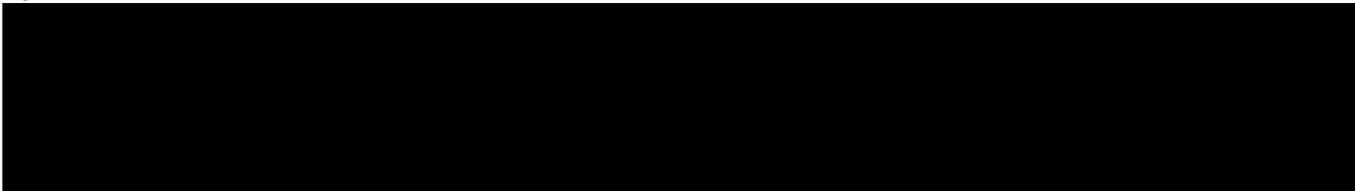




6.15 – Major Subcontracts

6.15.1 through 6.15.5 – Subcontracting Requirements

MCNA commits to overseeing the performance of our subcontractors and accepts accountability for any function and responsibility that we delegate to a subcontractor. All MCNA subcontracts comply with 42 CFR § 438.



Prior to executing a subcontract, MCNA performs a pre-delegation audit to evaluate the prospective subcontractor's qualifications and ability to perform the activities to be delegated, and we maintain a written agreement that specifies the activities and reporting responsibilities delegated to the subcontractor and provides for revoking delegation or imposing other penalties if the subcontractor's performance is inadequate. MCNA will submit all major subcontracts for the provision of any services under the contract to

2.15.4.4 – Approach to Scope of Services

LDH for prior review and approval. LDH shall have the right to disapprove any and all subcontracts entered into for the provision of any services under the contract. Notification of amendments or changes to any subcontract which materially affects the contract, shall be provided to LDH prior to the execution of the amendment. All subcontracts provide for termination of the subcontract, or specify other remedies, when LDH or MCNA determines that the subcontractor has not performed satisfactorily.

Our Quality Improvement Committee and operational areas provide oversight of subcontractor performance on an ongoing basis according to a quarterly periodic schedule consistent with industry standards. Any deficiencies or areas for improvement are identified, and corrective action is taken as needed. All subcontracts include the terms and conditions listed in the contract. No other terms or conditions agreed to by MCNA and its subcontractor shall negate or supersede the requirements in the contract.

6.15.6 through 6.15.13 – Auditing of Subcontractors and Production of Data

All subcontractors must agree that the State, CMS, the Health and Human Services (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 subcontractor, or of the subcontractor's contractor, that pertain to any aspect of services and activities performed, or determination of amounts payable under MCNA's contract with the State. All information detailed under 6.15.6 shall be provided in accordance with the specified timeframe. We acknowledge that 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. Information, records or data requested by the MFCU will be provided at no cost to the MFCU.

Within 10 business days of a request made by LDH, MCNA will provide full and complete information about the ownership of any subcontractor with whom we have had business transactions totaling more than \$25,000 during the 12 month period ending on the date of the request, and any significant business transactions between MCNA and any wholly owned supplier, or between MCNA and any subcontractor, during the five (5) year period ending on the date of the request.

MCNA will report to LDH all "transactions" with a "party of interest" as such terms are defined in Section 1903(m)(4)(A) of the Social Security Act and State Medicaid Manual (SMM) 2087.6(A-B). Items requiring disclosure include: any sale, exchange, or lease of any property between MCNA and a party in interest; any lending of money or other extension of credit between MCNA and the party in interest; and any furnishing for consideration of goods, services (including management services), or facilities between MCNA and the party in interest. We acknowledge that this does not include salaries paid to employees for services in the normal course of their employment.

All disclosures include the name of the party in interest for each transaction, a description of each transaction and the quantity or units involved, the accrued dollar value of each transaction during the fiscal year, and justification of the reasonableness of each transaction. We understand that LDH may require that the information on business transactions be accompanied by a consolidated financial statement for MCNA and the party in interest, and that if MCNA has operated previously in the commercial or Medicare markets, information on business transactions for the entire year preceding the initial contract period must be disclosed. All of MCNA's business transactions must be reported. If the contract is renewed or extended, MCNA discloses information on business transactions which occurred during the prior contract period.

6.16 – Implementation and Readiness Reviews

Our over 25 years of experience implementing dental benefit management services, coupled with our innovative technology and talented Louisiana team, allow us to "hit the ground running." We are committed to ensuring a **flawless go-live** on July 1, 2020.

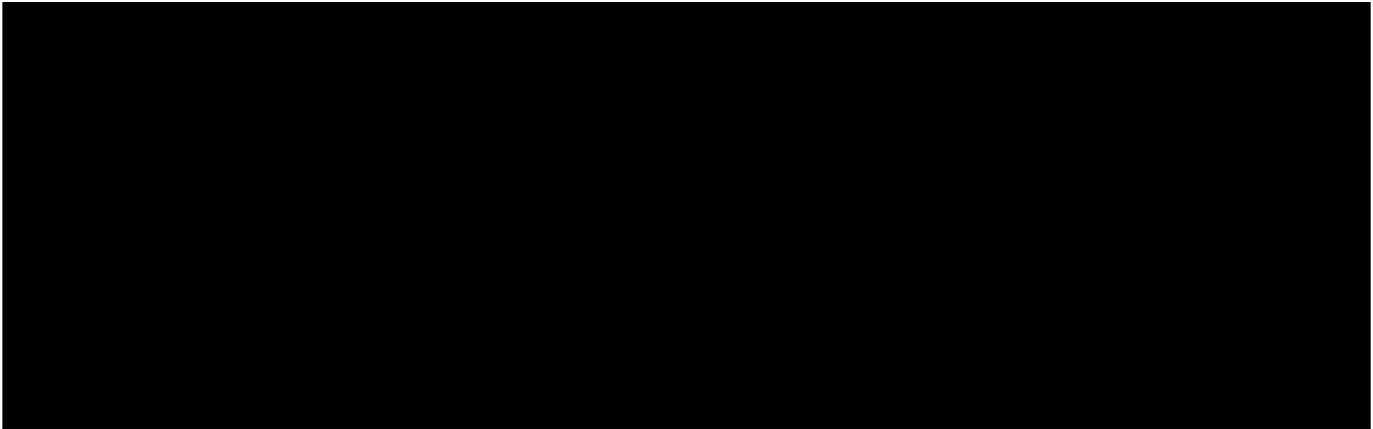
We know a successful implementation requires a flexible implementation plan, well-defined milestones and expectations, robust communication, ample financial and manpower resources, and a strong leadership team. Our initial Implementation Plan for Louisiana has been developed based on our experience in serving the program since 2014. This brief overview of our plan addresses each aspect of the System Readiness and Operational Readiness requirements set forth in the RFP.

6.16.1 – Implementation Plan

Our proven track record in transitioning enrollees to our dental managed care plans demonstrates our qualifications and makes us the best choice for the State of Louisiana. Factors that will be considered in the development of the plan include:

2.15.4.4 – Approach to Scope of Services

- Minimal disruption in the delivery of healthcare services to members during the transition to ensure that members' care is not affected
- Timely data transfers conducted in accordance with LDH requirements
- Coordination and defined communication protocols with LDH and LDH contractors

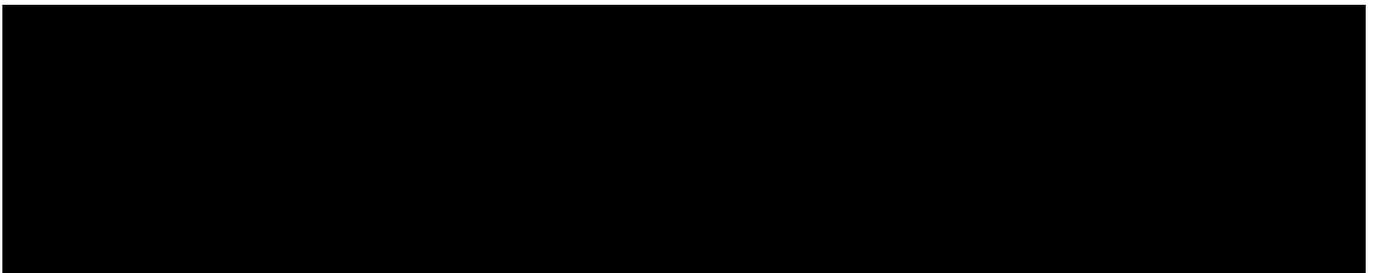


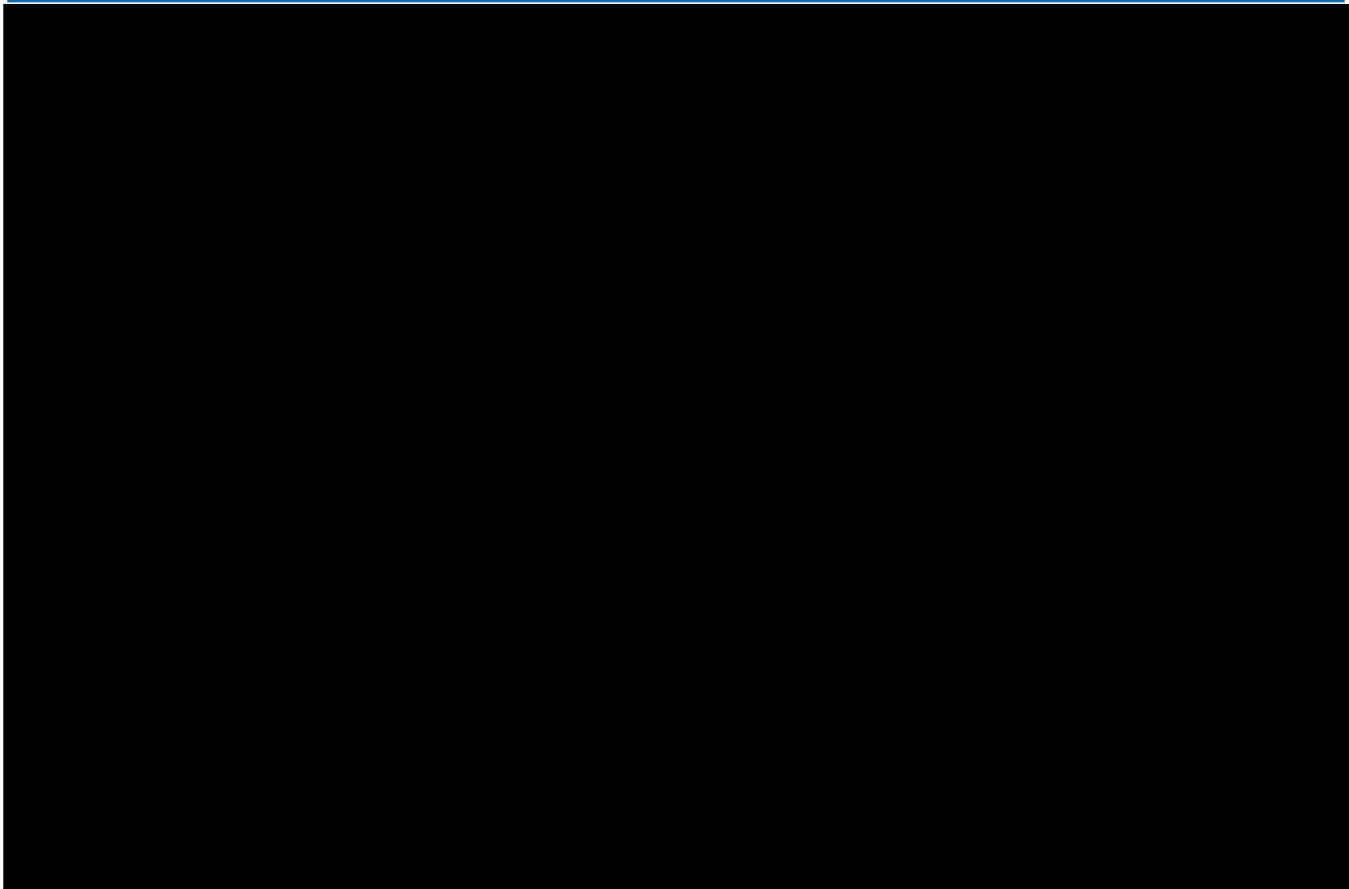
Project Management Office (PMO)

We understand the importance of maintaining an open channel of communication with LDH staff assigned to monitor our transition. To this end, we have designated our Chief Information and Security Officer, Daniel Salama, to serve as the project leader. Mr. Salama and the PMO team meet with the LDH and other state vendors as necessary to successfully complete the implementation. Mr. Salama's experience with large-scale implementation projects such as our current Louisiana Medicaid and CHIP dental program, and extensive knowledge of information technologies makes him the best and most logical choice to lead this transition team.

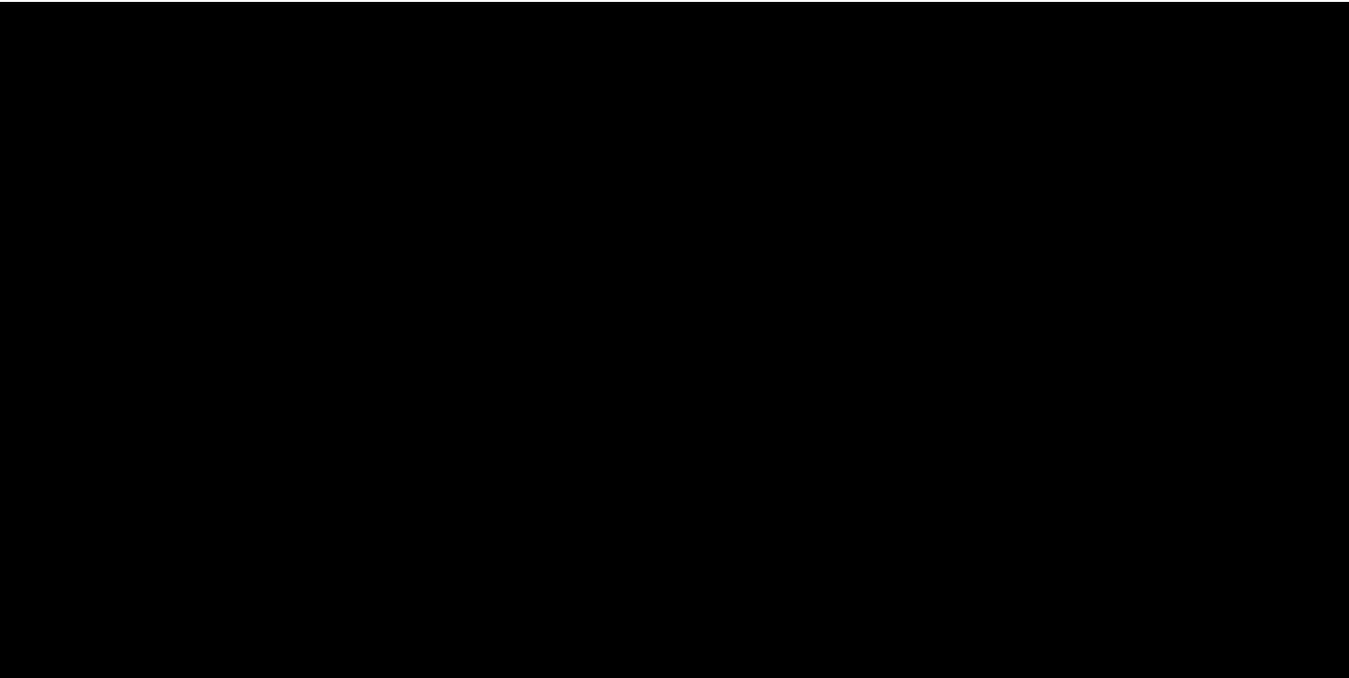
At MCNA, our PMO, led by Mr. Salama, is engaged for all projects in order to ensure flawless implementation through a dedicated team. With the knowledge that versatile and varied core strengths are needed in order to ensure successful implementation, the PMO structure is comprised of Project Managers (PMs), Subject Matter Experts (SMEs), and Domain Experts (DEs).

MCNA utilizes the skills of its SMEs for each project in the arena of information technology (IT) and health care. Additionally, the skills of the DEs are utilized for any technological requirements needed to implement solutions or approaches to the project. Both SMEs and DEs work in collaboration with the Project Managers at MCNA to ensure all deliverables are identified, scrutinized, and presented on time. This team is involved from the concept to the delivery stage and contribute to analyzing and responding to RFPs and their implementations. The PMO's involvement from the start ensures a consistent approach allowing each project to be successfully concluded.





The implementation is based on strict standards and is handled with a tailored approach: Issue Identification, Assessment, Alternative Analysis and Resolution. MCNA's project team follows a strict standard of quality control of the ongoing project to identify and resolve any issues that may arise during the implementation. Both change management and risk management activities are conducted on a regular basis to proactively identify and resolve such issues.



6.16.2 – Readiness Review

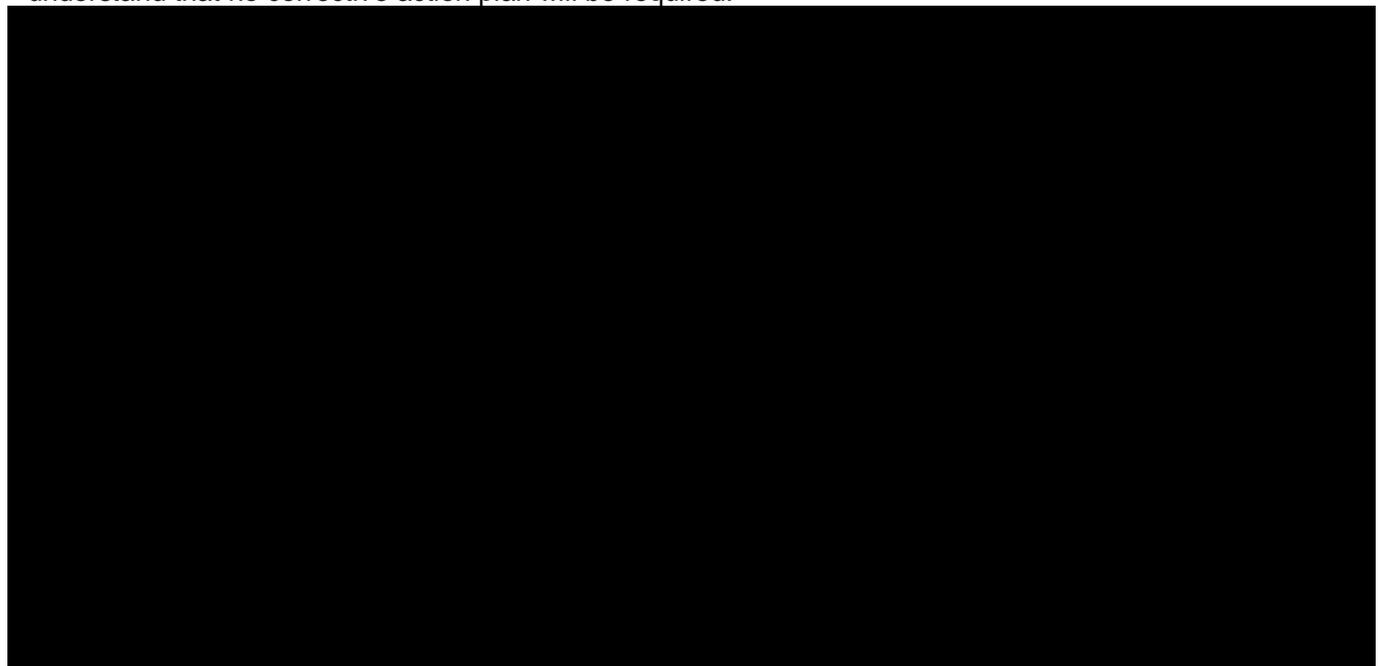
We have successfully passed every readiness review and met every operational start date for the programs we have launched in every state we serve, including Louisiana. MCNA provides Louisiana a **turnkey solution** that supports the improved quality of care and cost control objectives of the Medicaid and CHIP programs.

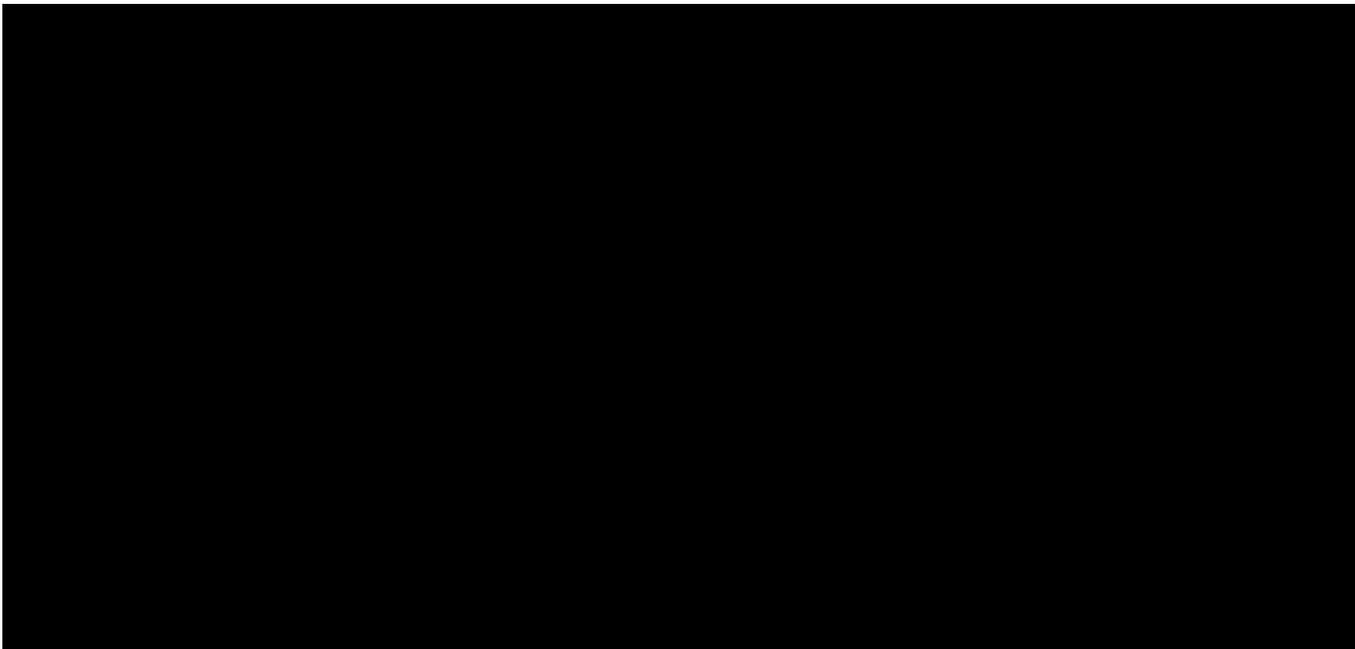


Our dedicated team of management information system (MIS) professionals ensures that all systems are designed and implemented in ways that guarantee service availability and compliance with contractual requirements. Our entire technology infrastructure integrates scalability and redundancy in its design. Supported by our 24x7x365 Network Operations Center, all system resources are available when needed, maintaining and exceeding the highest level of systems reliability and availability required by this RFP. Our MIS systems and system-wide interfaces are installed, tested, and confirmed to be functioning properly.

We understand that LDH will complete readiness reviews of MCNA prior to the contract start date in accordance with 42 CFR § 438.66(c)-(d). LDH will provide MCNA with the readiness review schedule. Our implementation plan contains explicit controls for assessing the completion of activities required for readiness review. We will provide any materials required to complete the readiness review by the dates established by LDH, and we acknowledge that a portion of the readiness review will be performed onsite at our Louisiana administrative office located in Metairie. MCNA will be responsible for all travel costs incurred by LDH staff participating in the review.

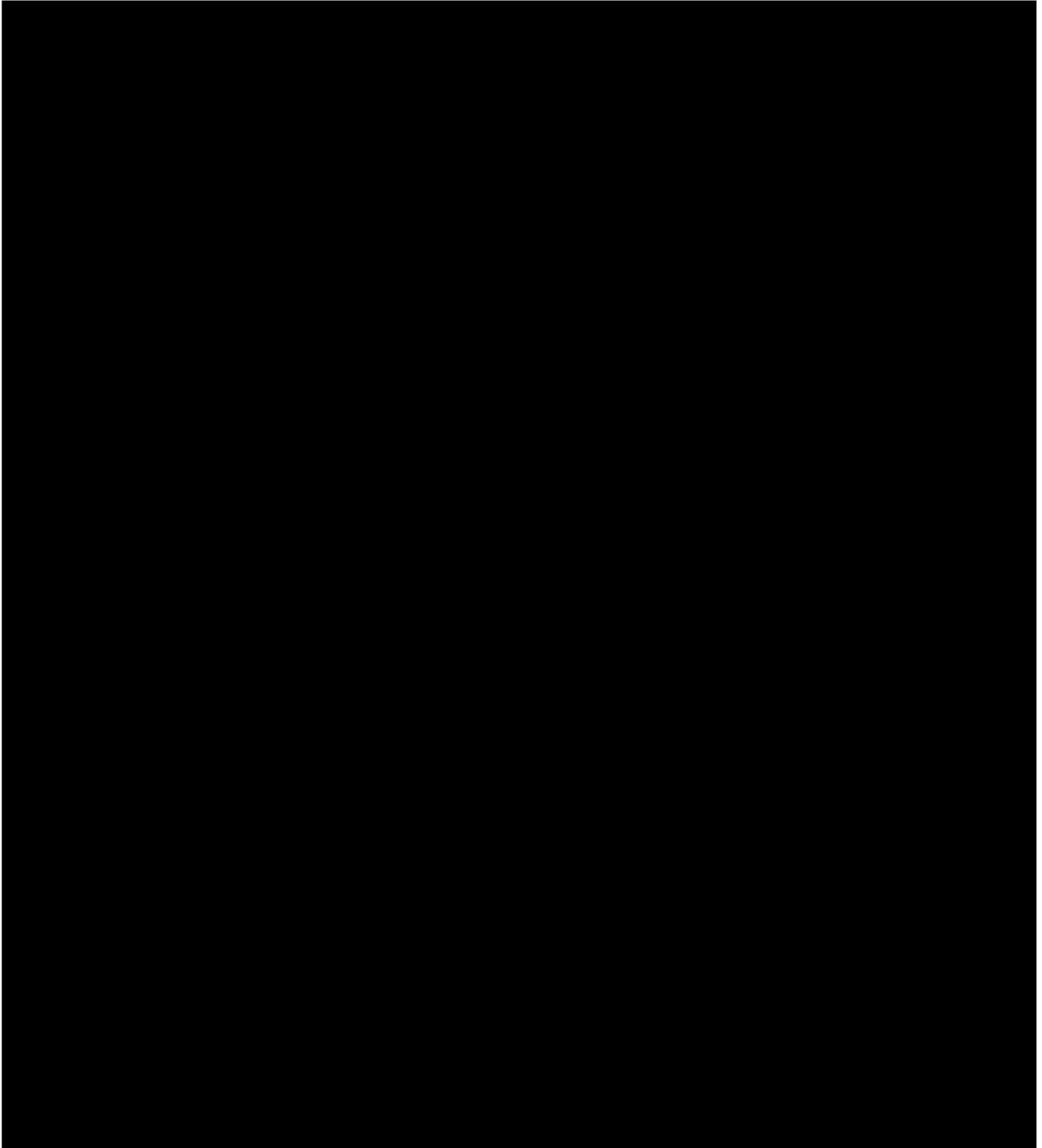
MCNA will disclose any changes to proposed key staff, subcontractors, or value-added benefits or services identified in the proposal, and we will meet all readiness review requirements established by LDH no later than 60 calendar days prior to the contract start date. As the incumbent DBPM, we have established all required interfaces and have previously completed an initial readiness review prior to beginning operations on July 1, 2014. We understand that failure to meet readiness review requirements may result in monetary penalties. We will provide a corrective action plan in response to any readiness review deficiency no later than 10 calendar days after notification of any such deficiency by LDH. If we document to LDH's satisfaction that the deficiency has been corrected within 10 calendar days of such deficiency notification by LDH, we understand that no corrective action plan will be required.

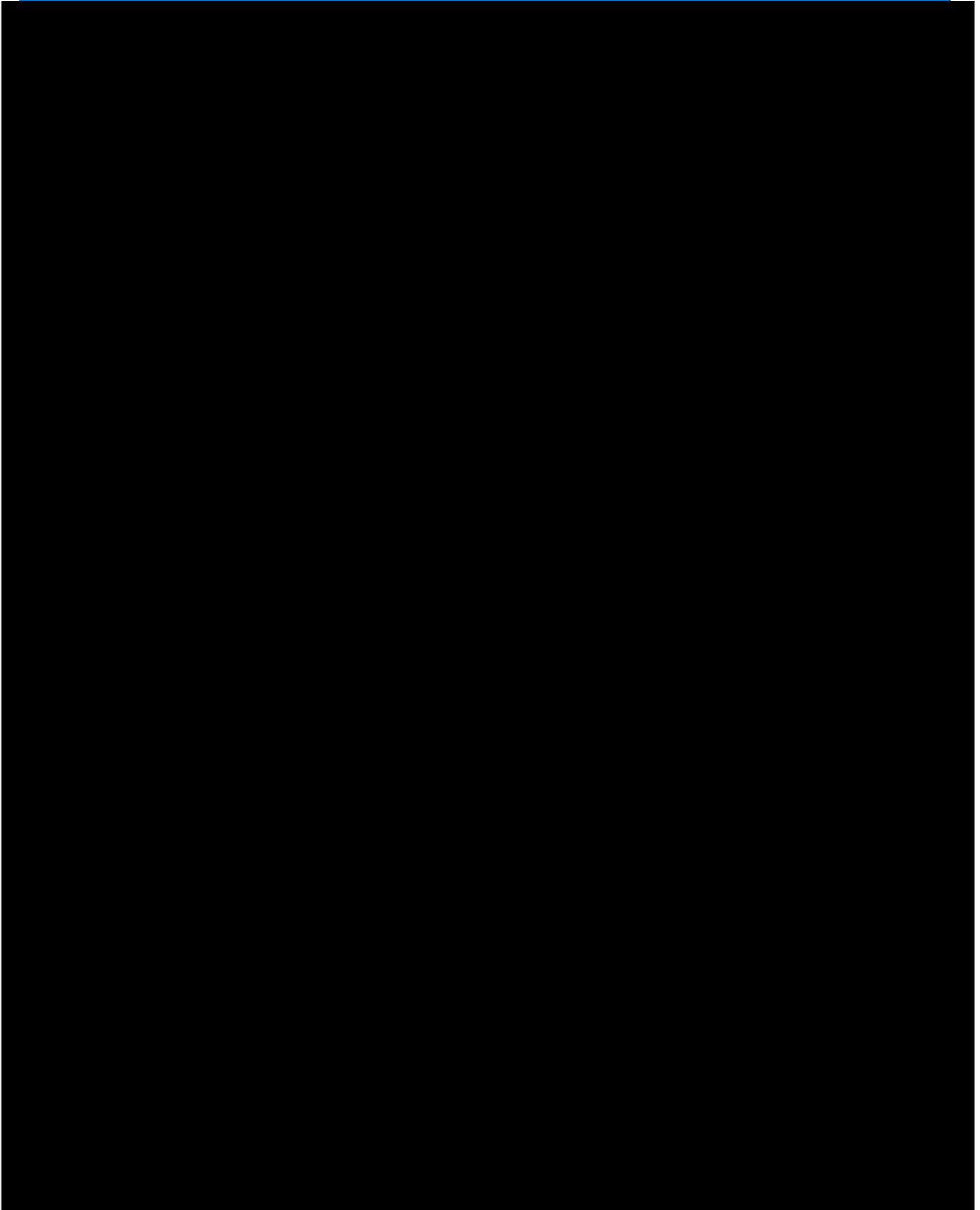


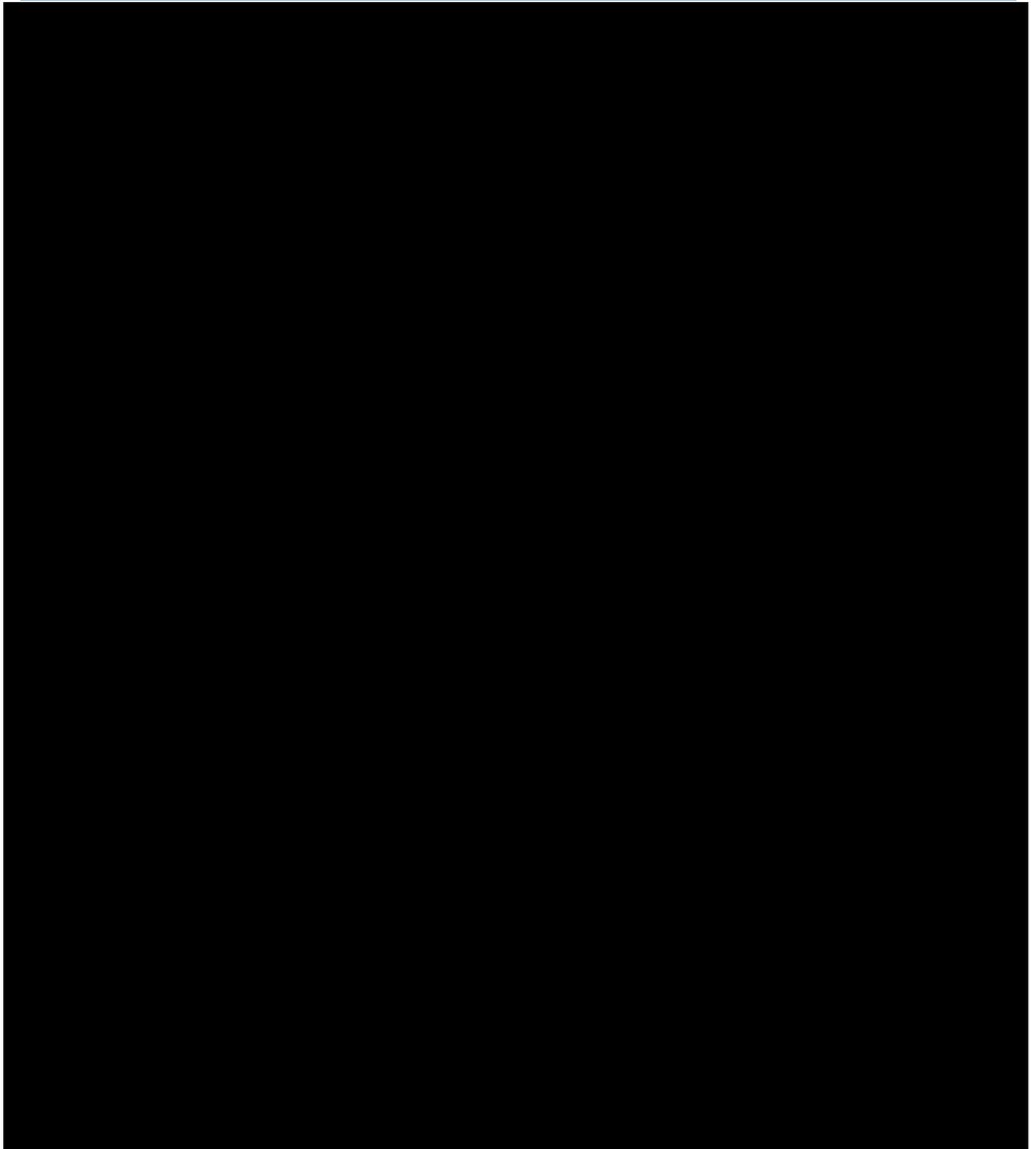


2.15.4.5 – Mandatory Narratives

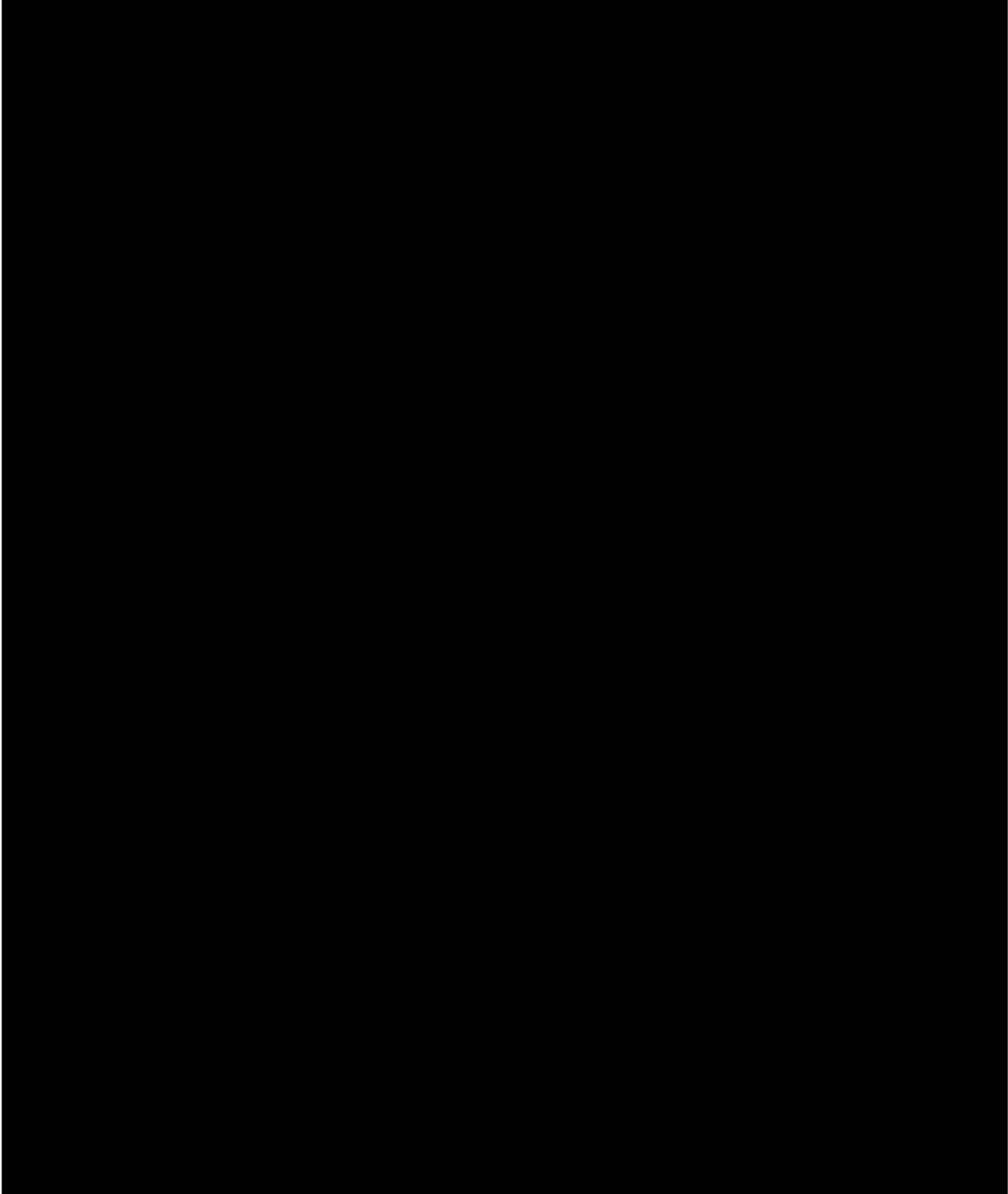
2.15.4.5.2.1 – Goal: Improved Coordination of Care

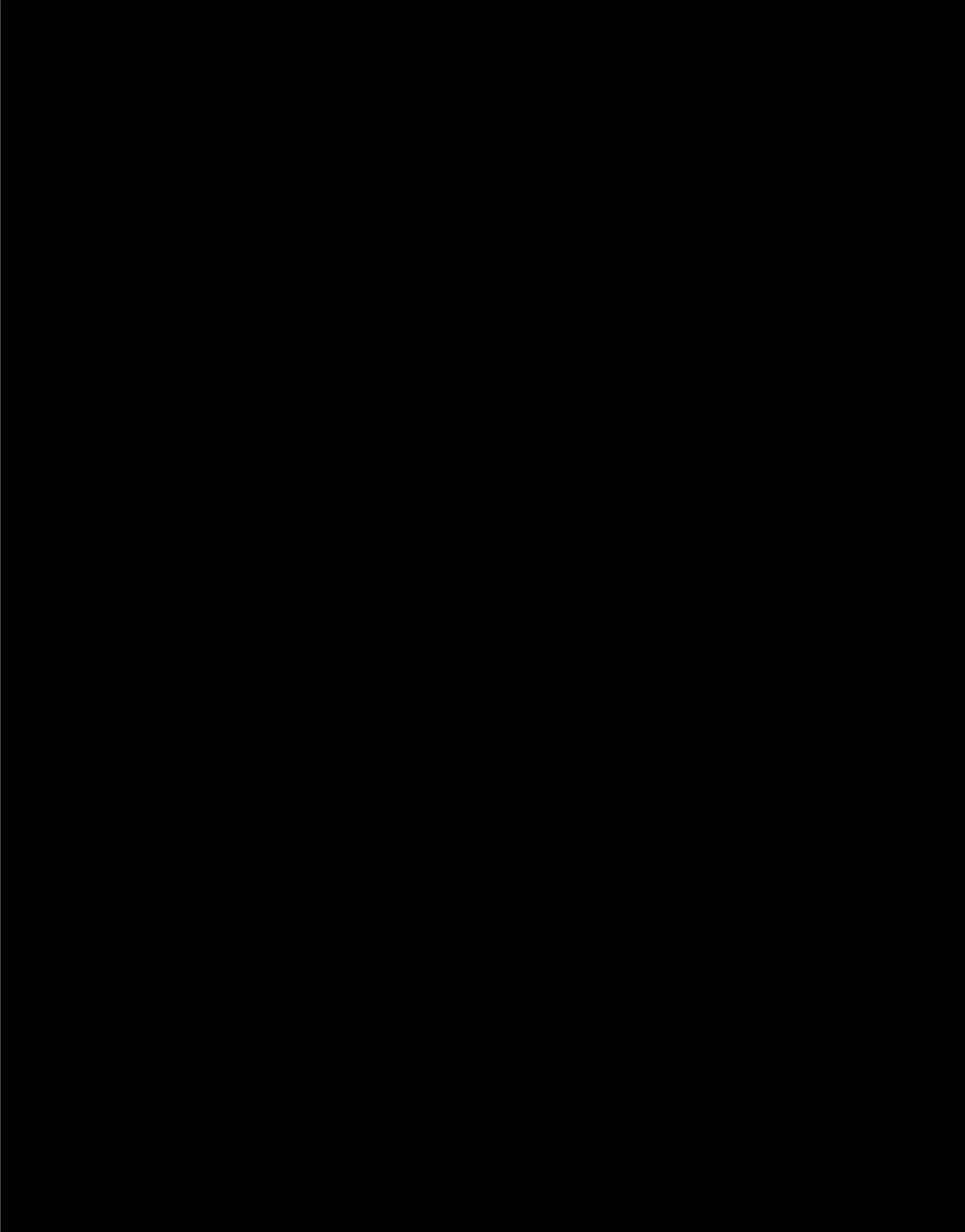






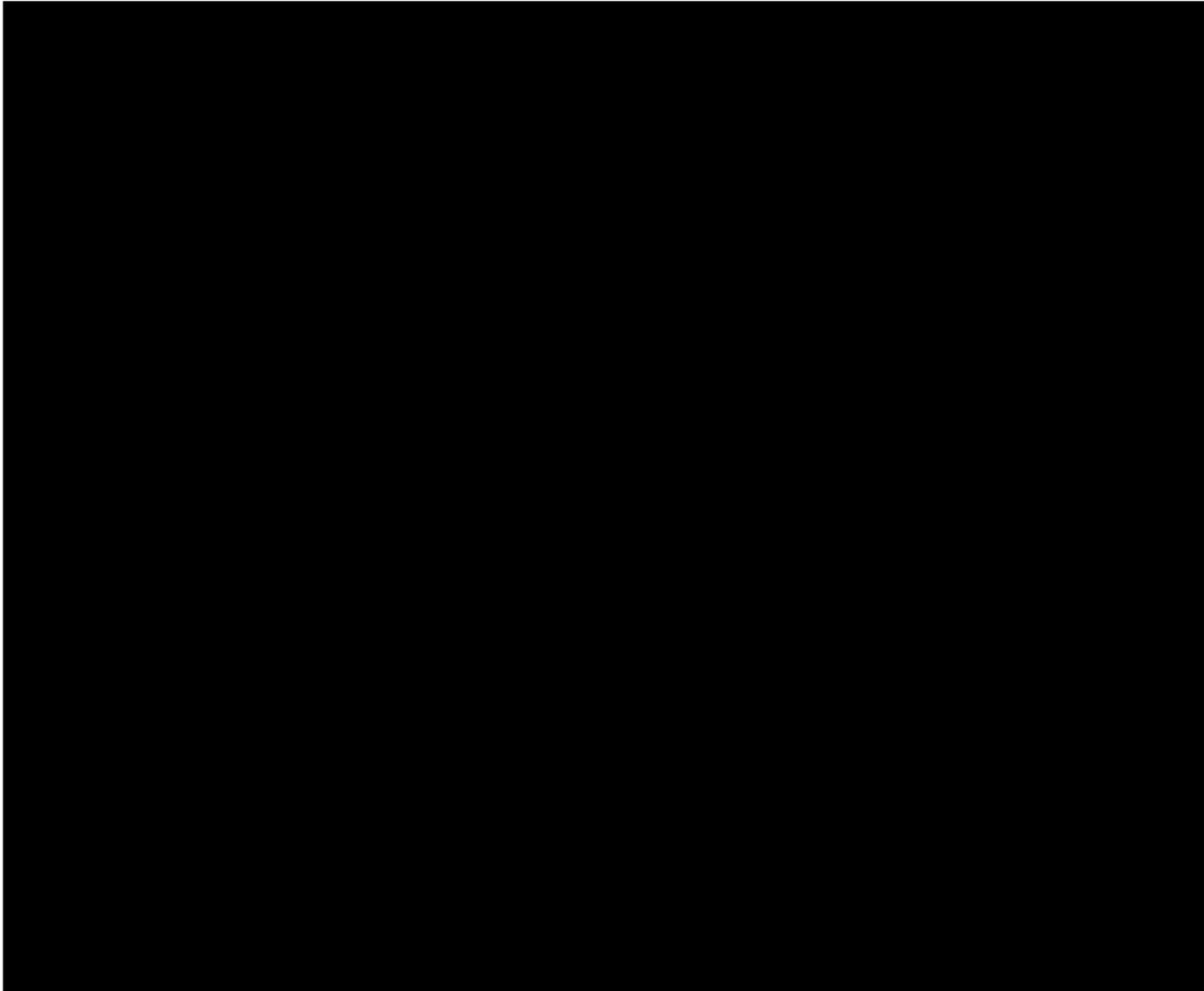
2.15.4.5.2.2 – Goal: Better Dental Health Outcomes

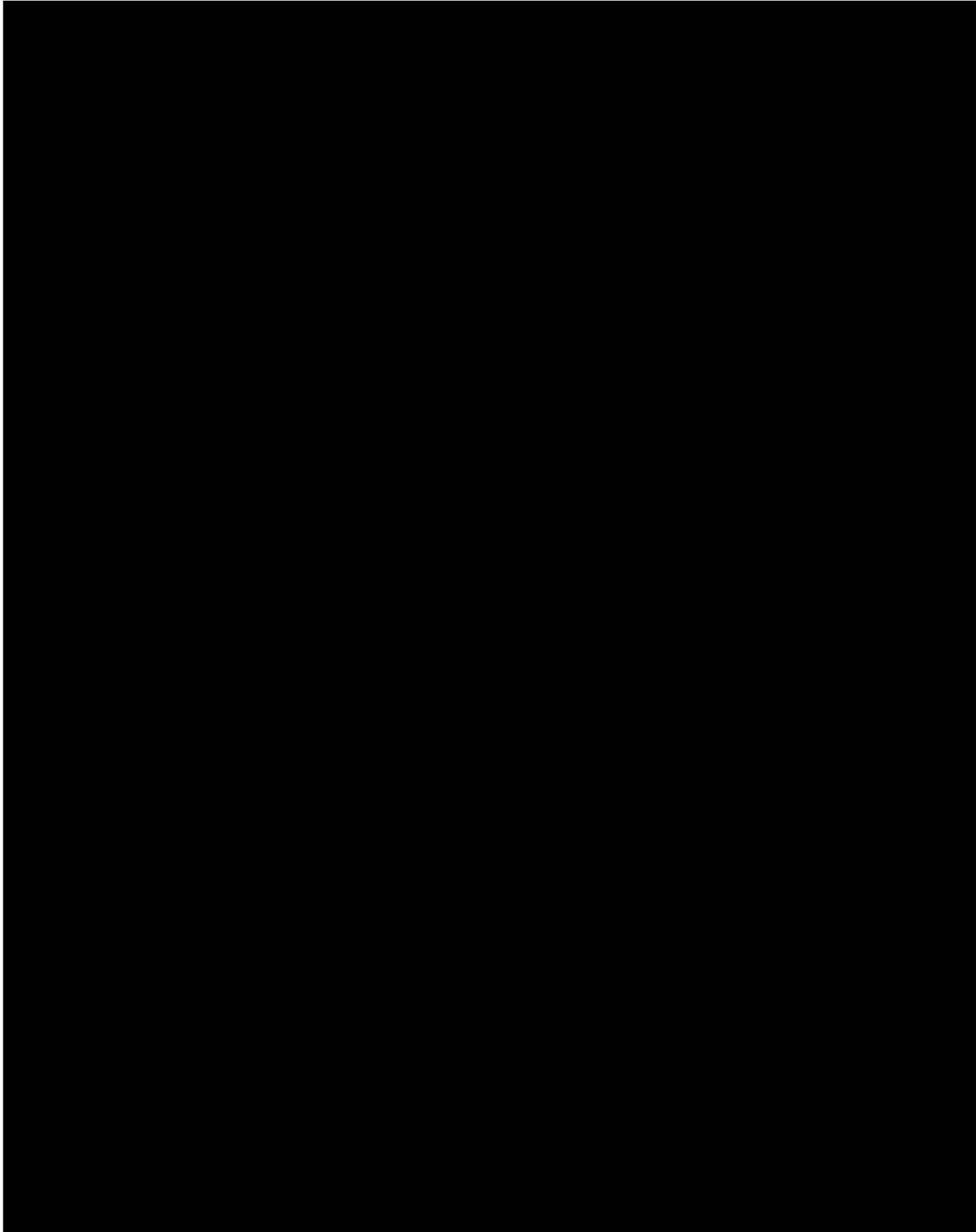




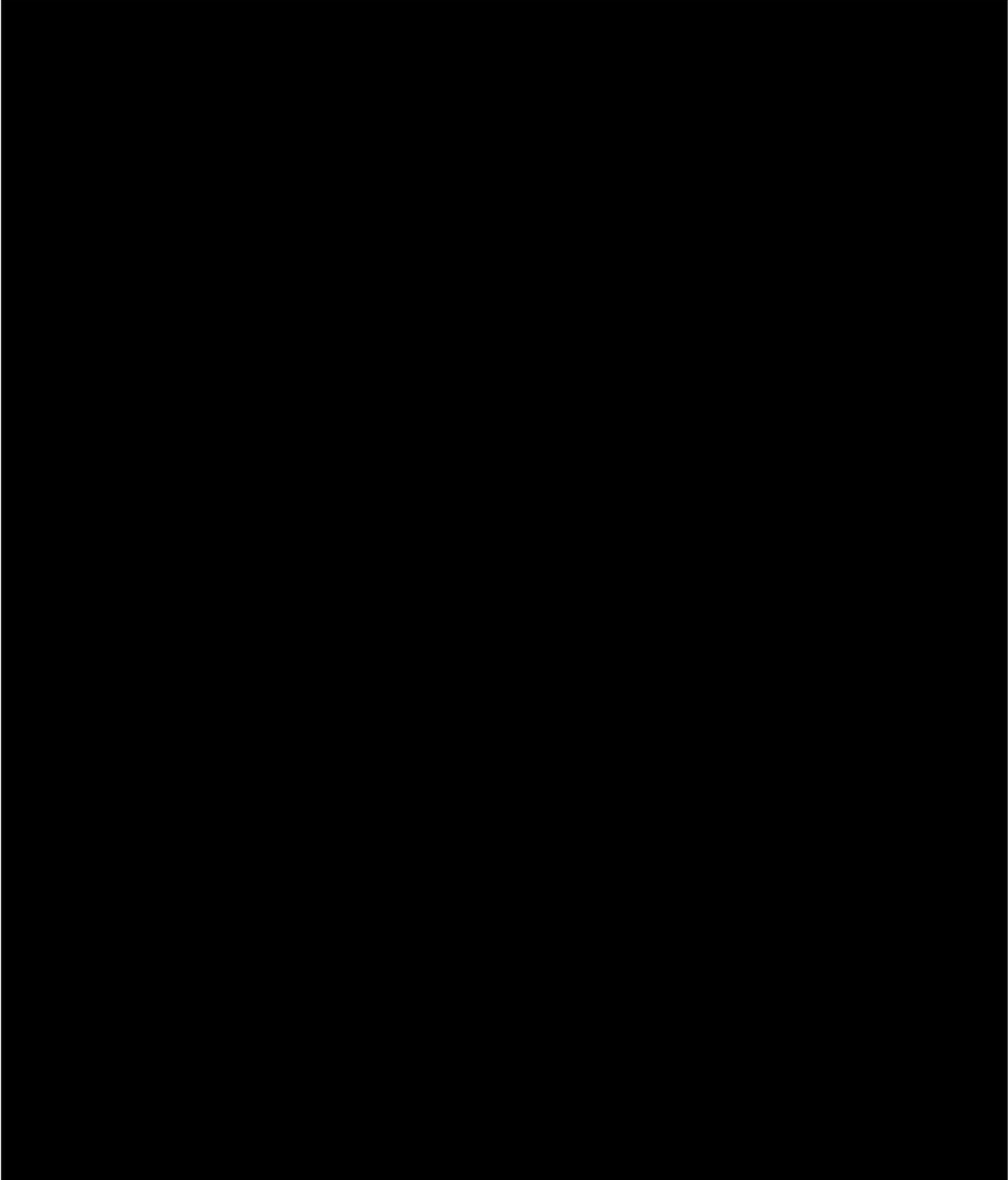


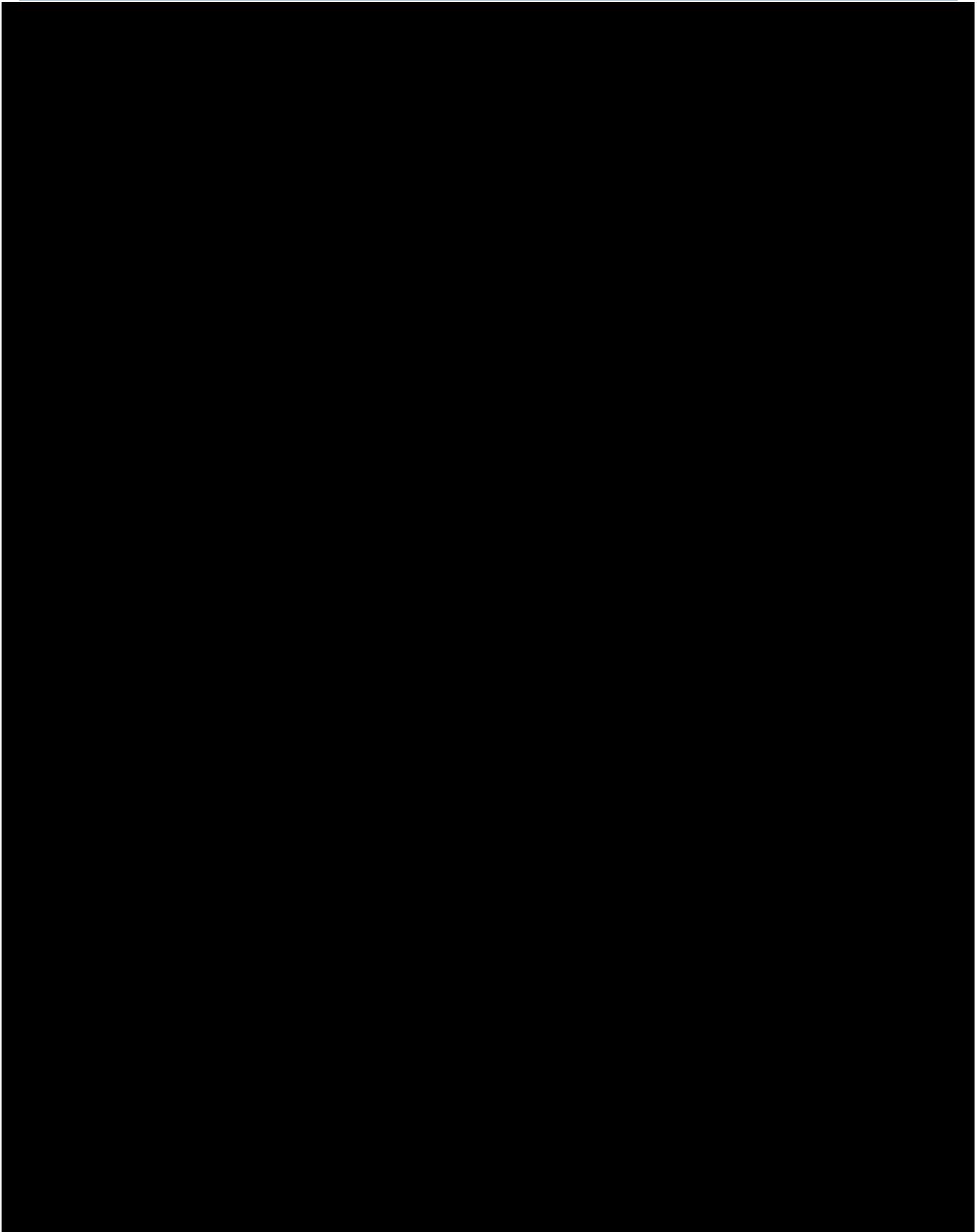
2.15.4.5.2.3 – Goal: Increased Quality of Dental Care

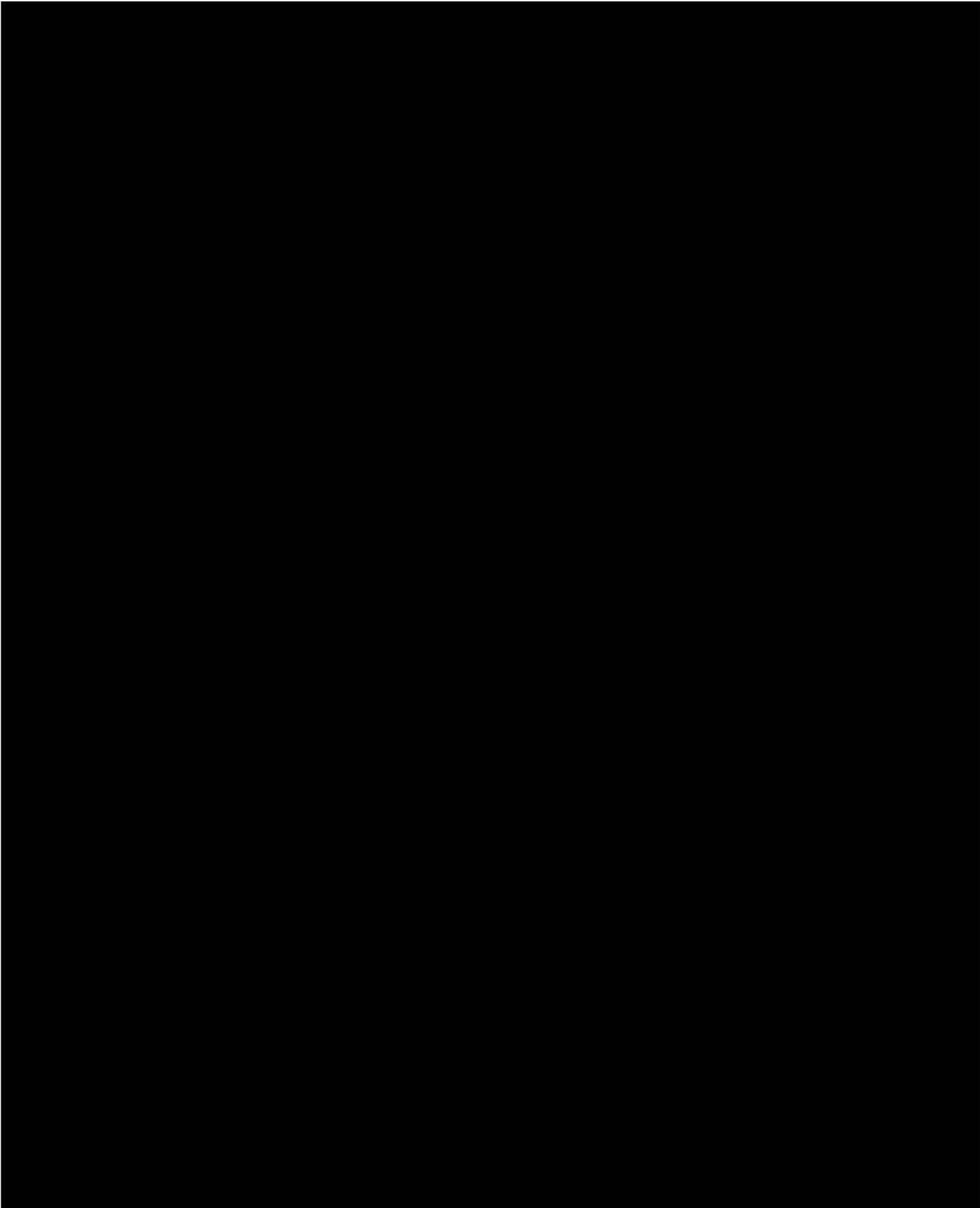


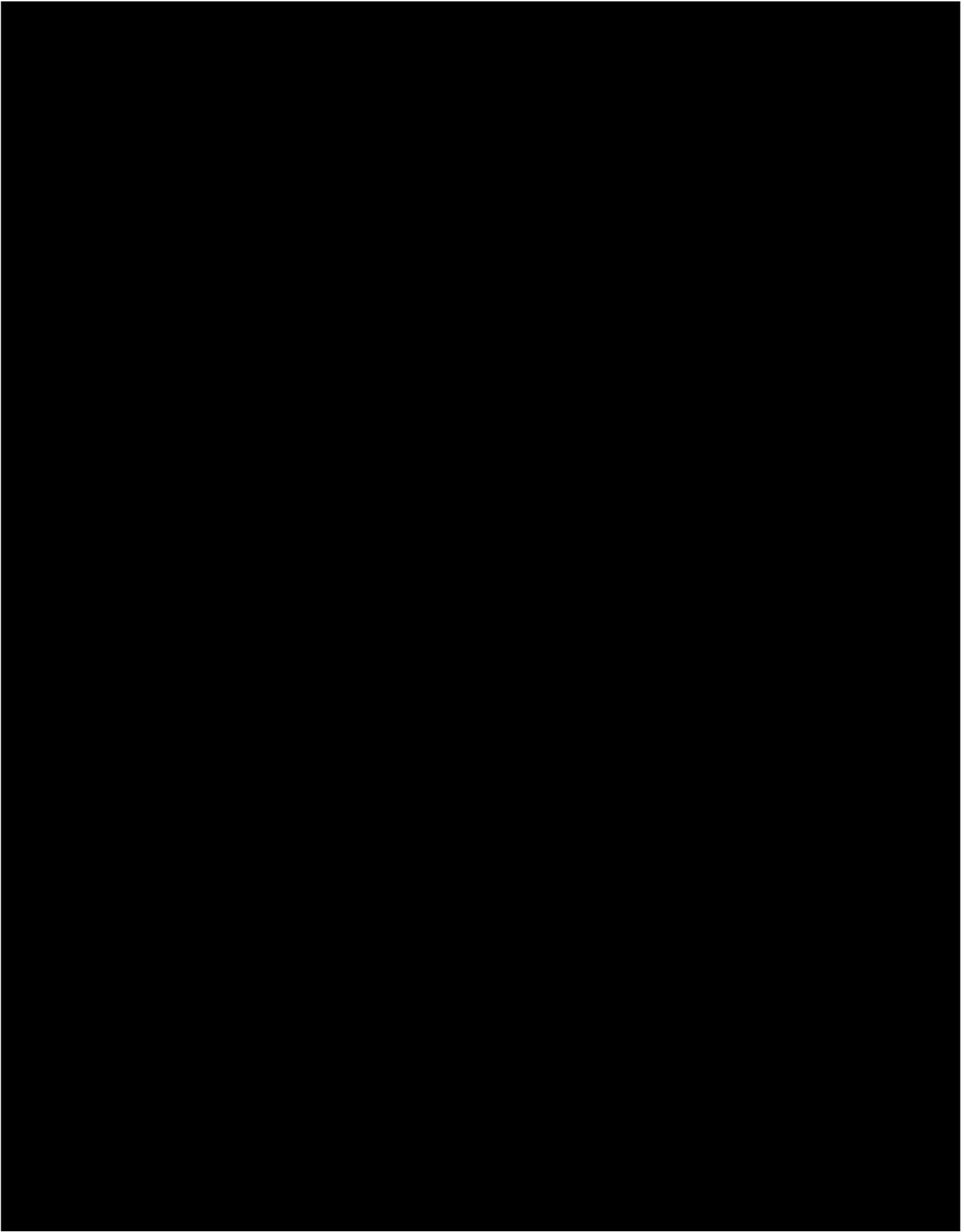


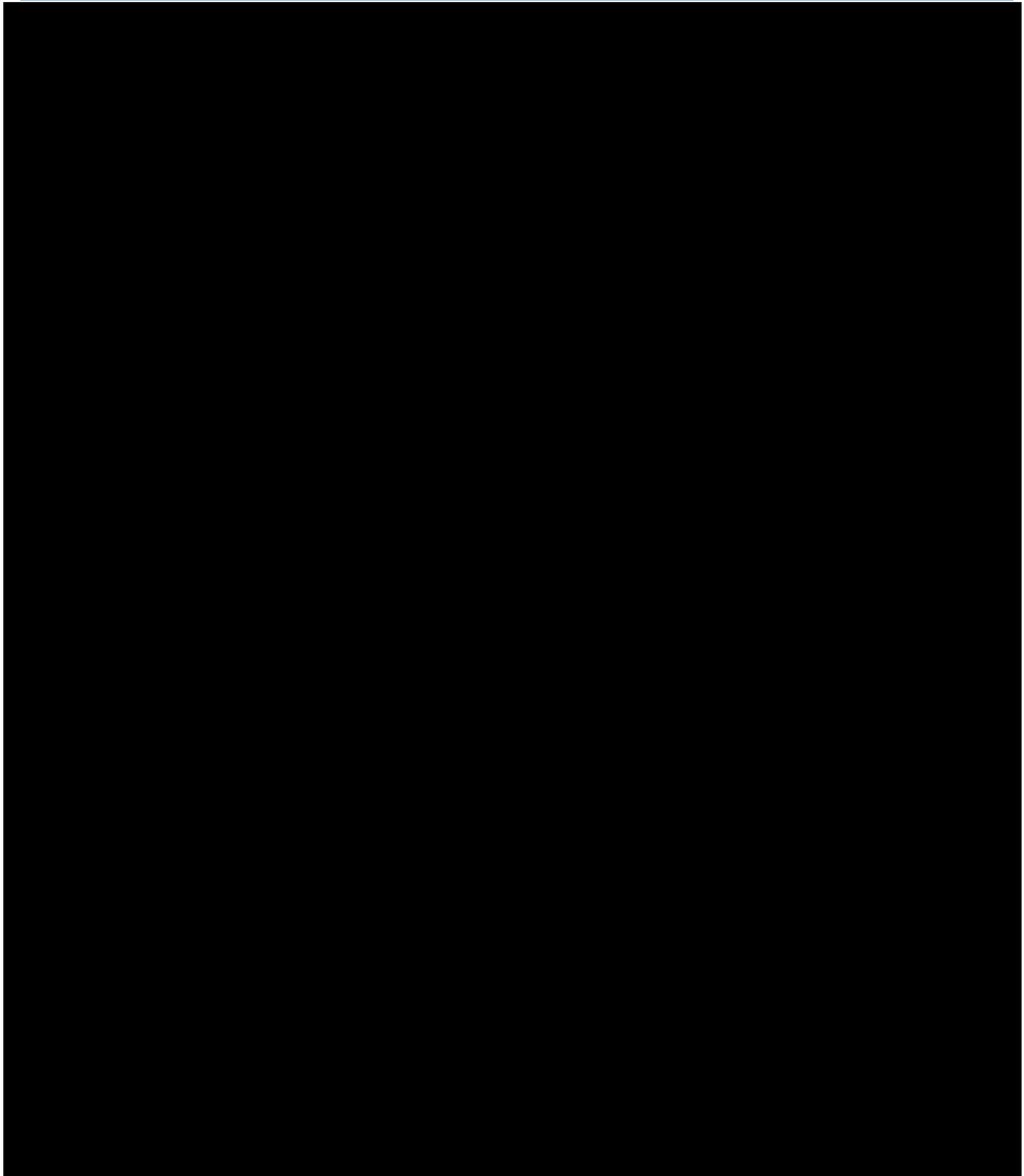
2.15.4.5.2.4 – Goal: Improved Access to Essential Specialty Dental Services



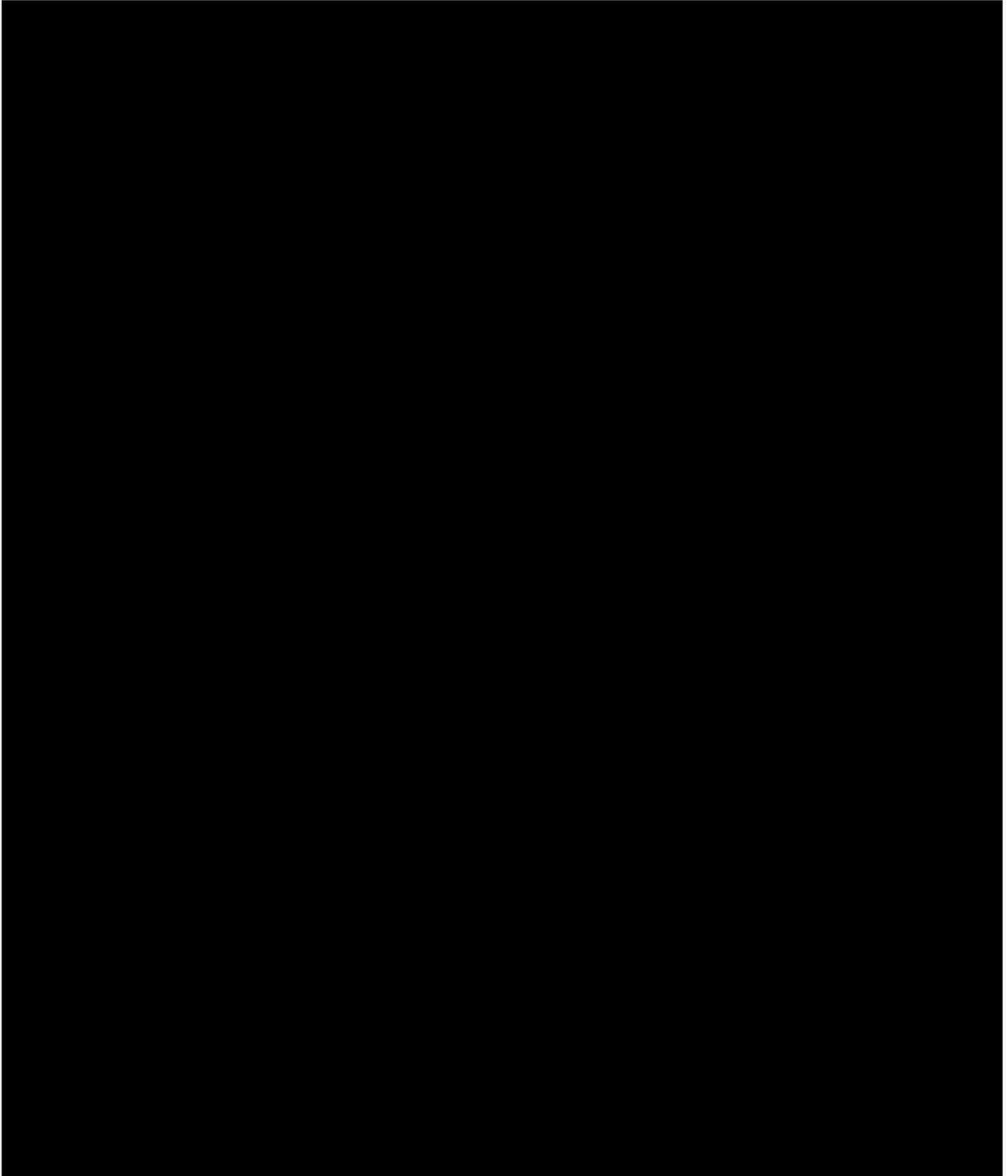


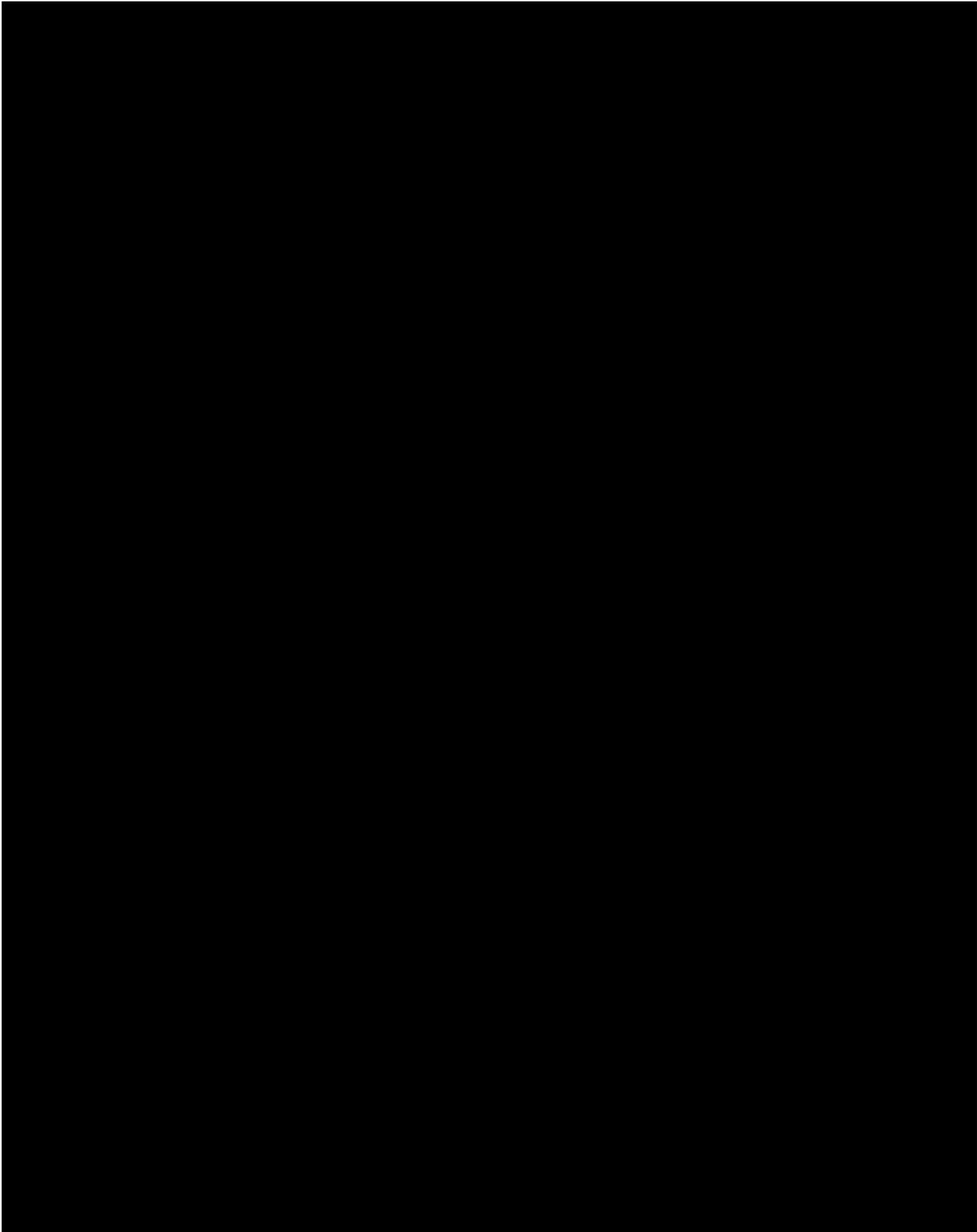


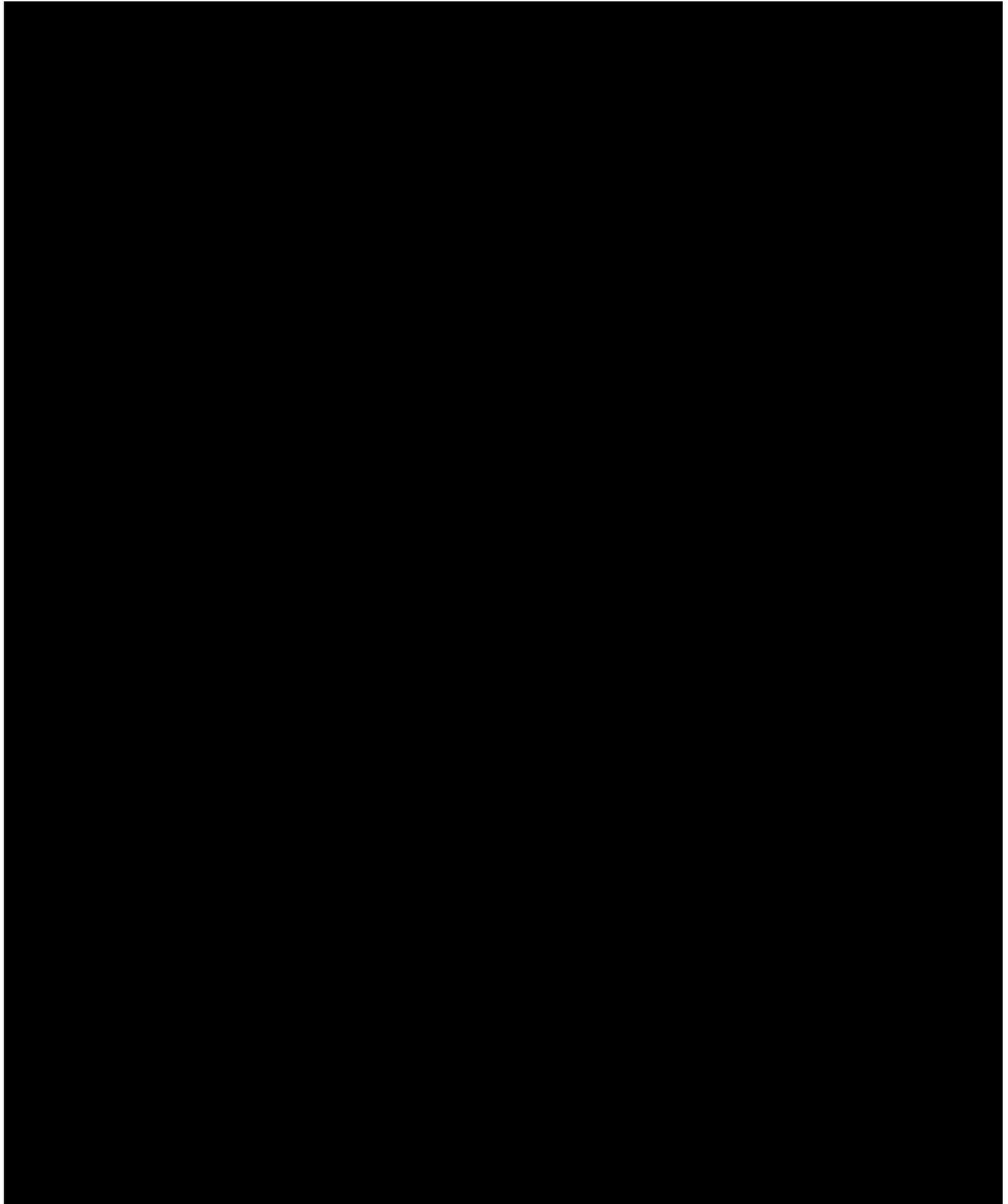


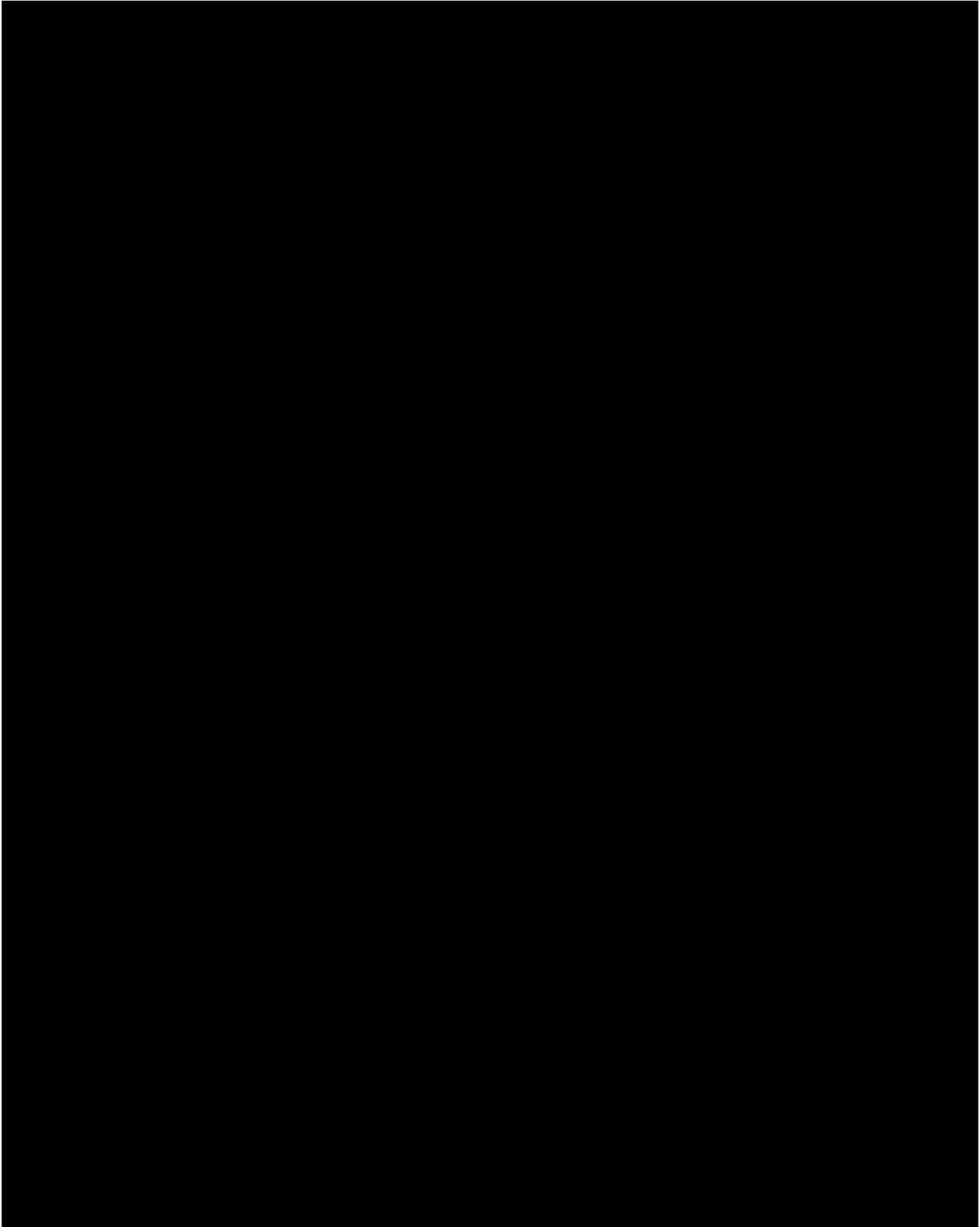


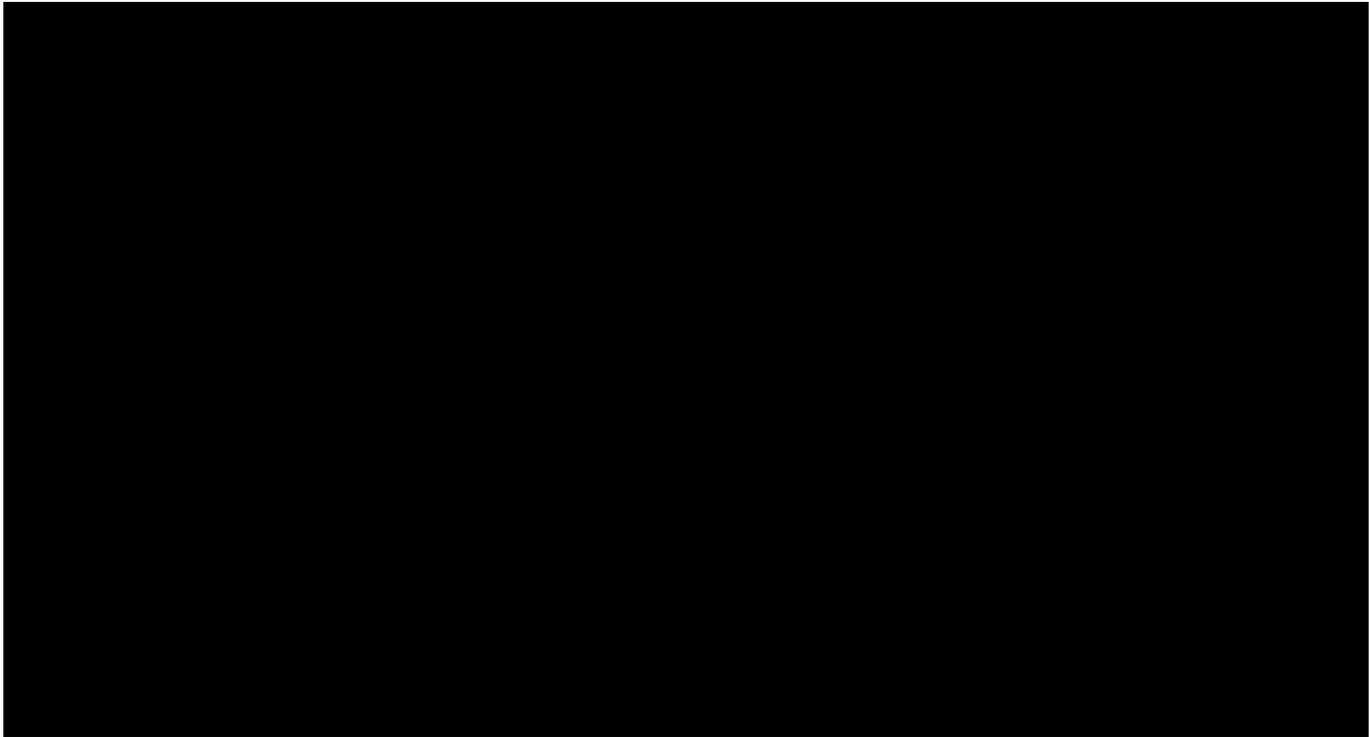
2.15.4.5.2.5 – Goal: Outreach and Education to Promote Dental Health



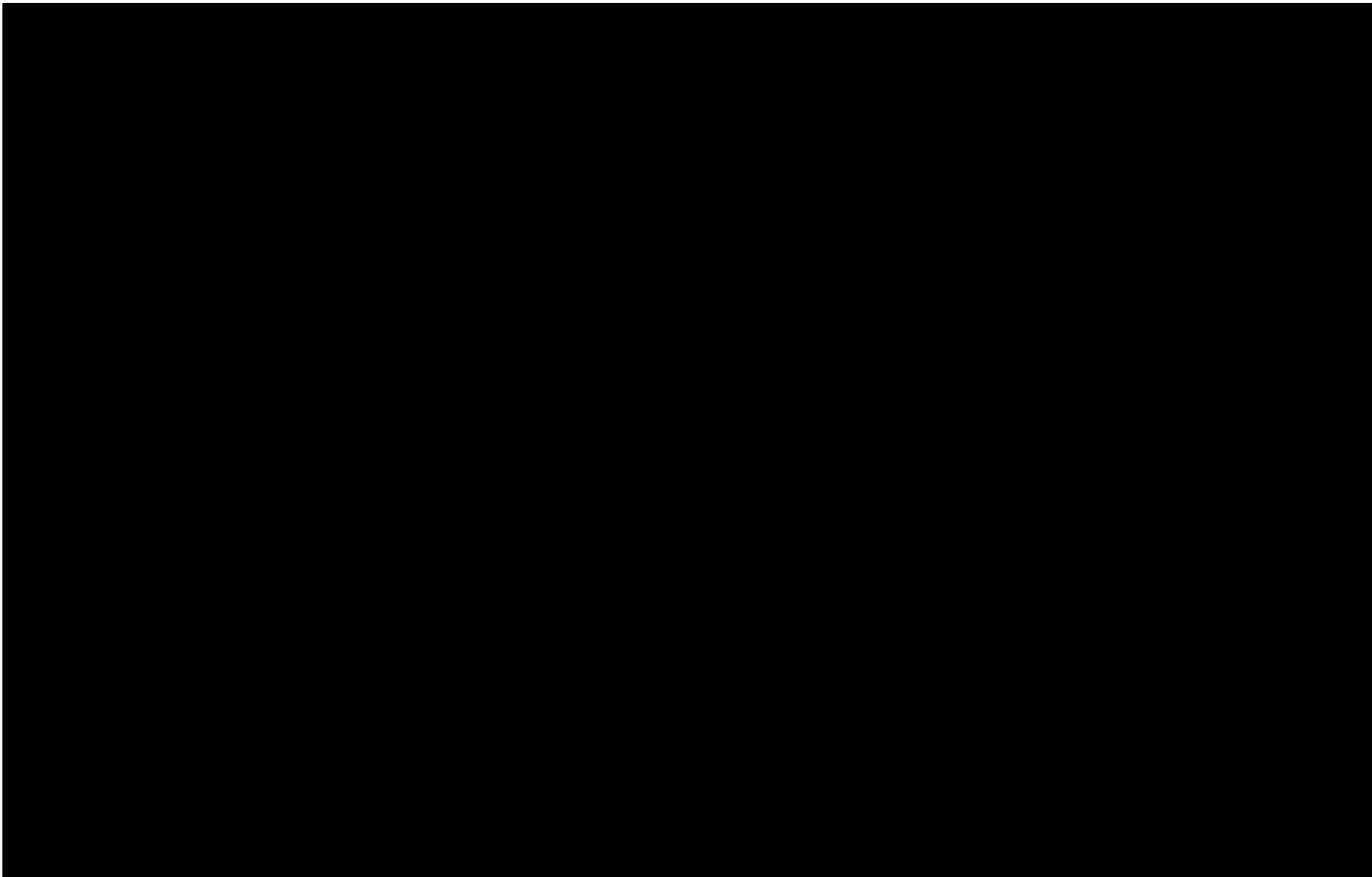


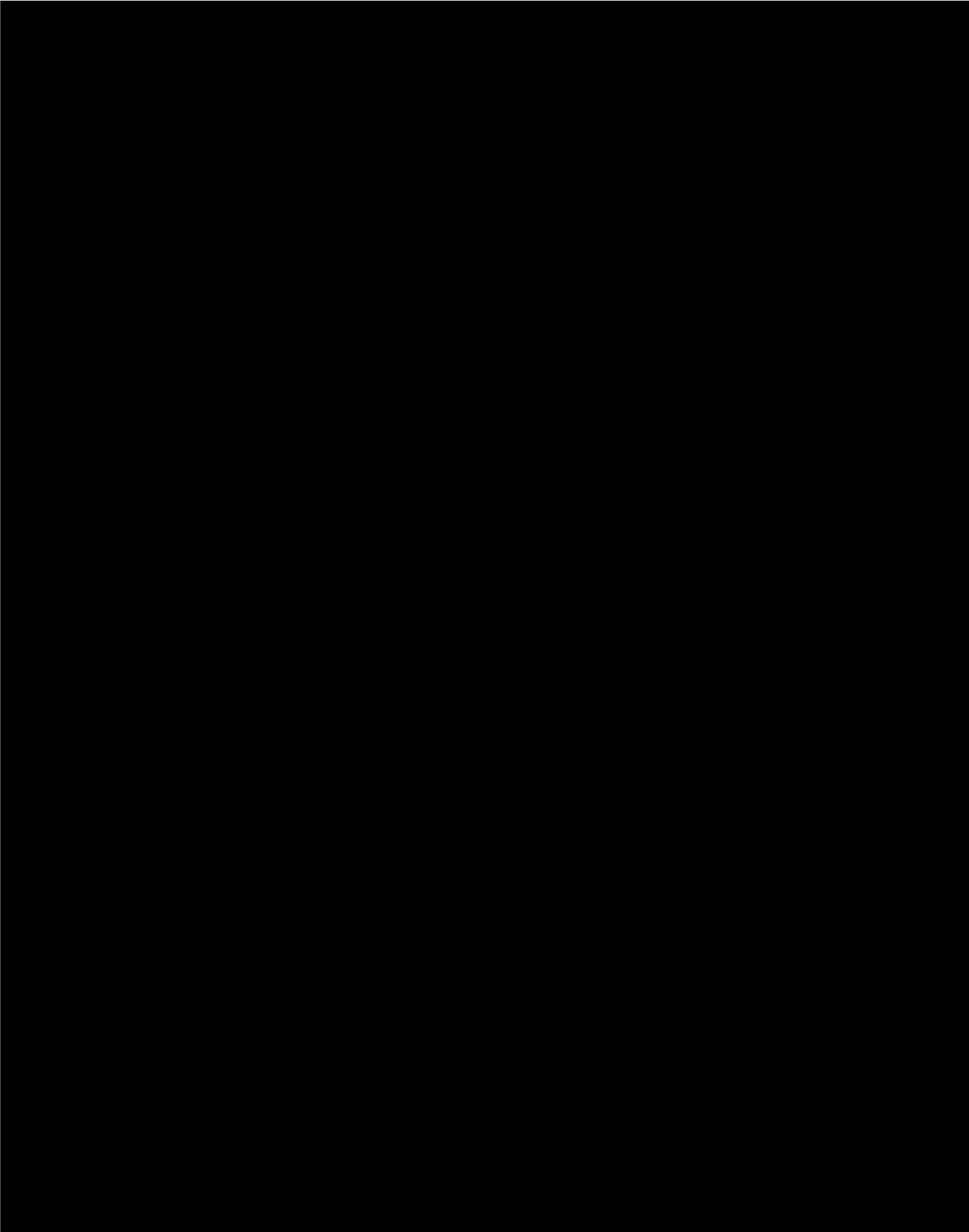


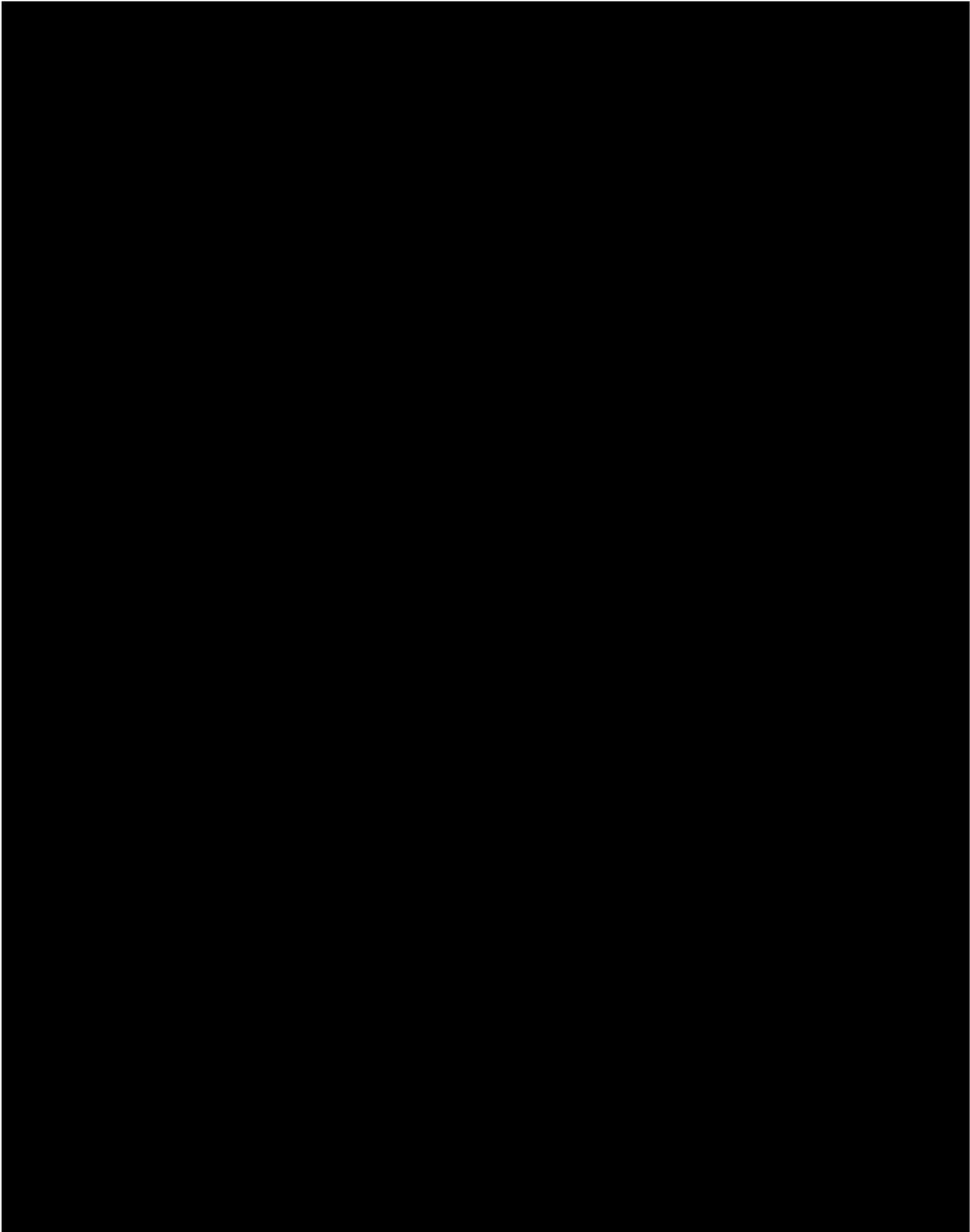


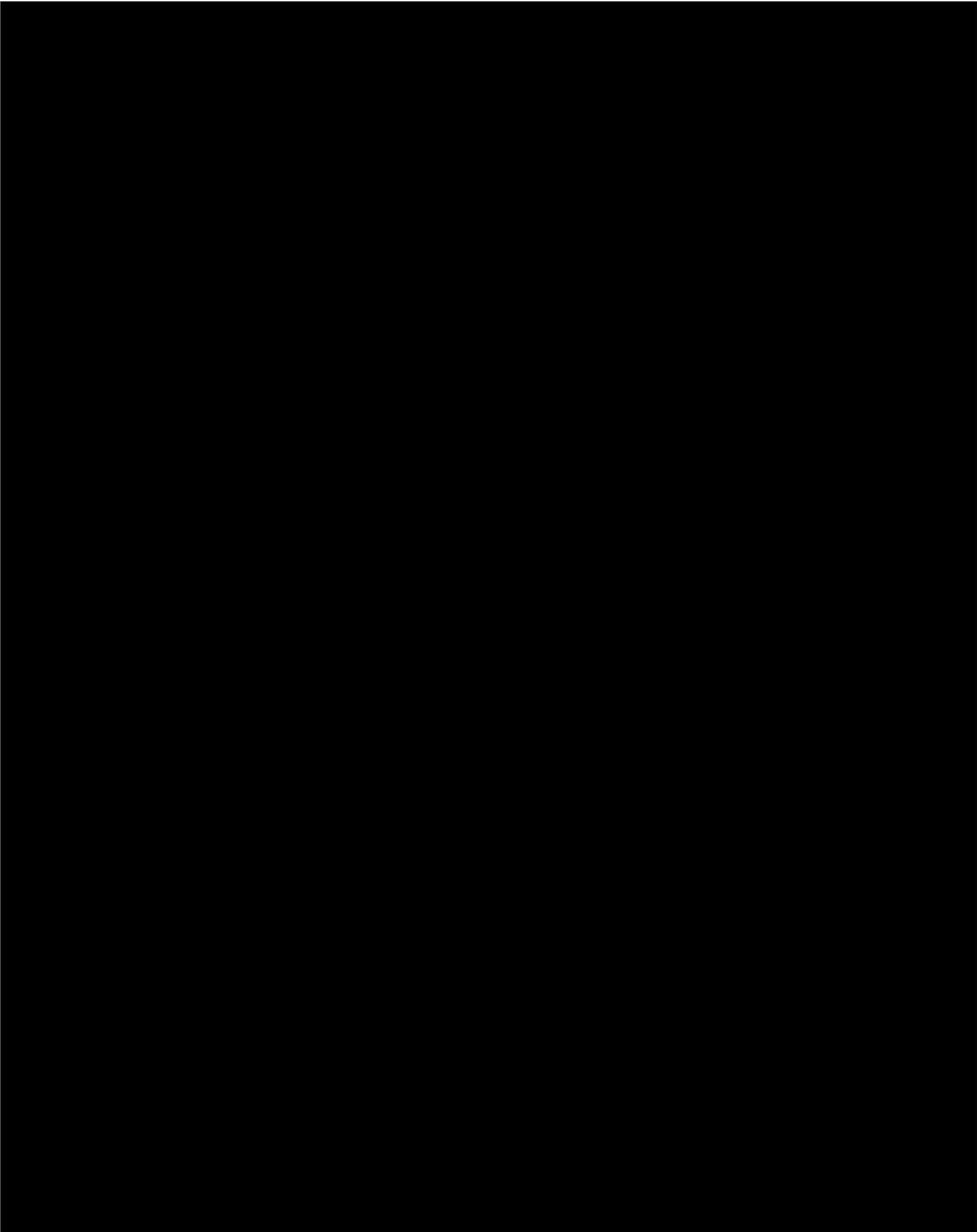


2.15.4.5.2.6 – Goal: Increased Enrollee Responsibility and Self-Management









2.15.4.6 and 6.2 – Staffing Requirements

As the current Louisiana DBPM, MCNA already has in place the organizational, operational, managerial, and administrative systems capable of fulfilling all contract requirements. Our plan is staffed by qualified persons in numbers appropriate to the number of members we serve. We have met all operational service metrics for the Louisiana Medicaid and CHIP programs since July 1, 2014.

A well-defined staffing strategy is critical to successfully meeting the operational requirements of this contract. Louisiana is a priority to our organization, and as such, MCNA's staffing strategy features a Metairie, Louisiana-based operation supplemented by corporate and regional resources in Florida and Texas. Our most valuable resources are dedicated to the success of this program. We are confident that our dedicated Louisiana key personnel, supported by the collective experience of our entire organization, will continue to provide stellar service to our Louisiana members and providers.

6.2.1 – General Provisions

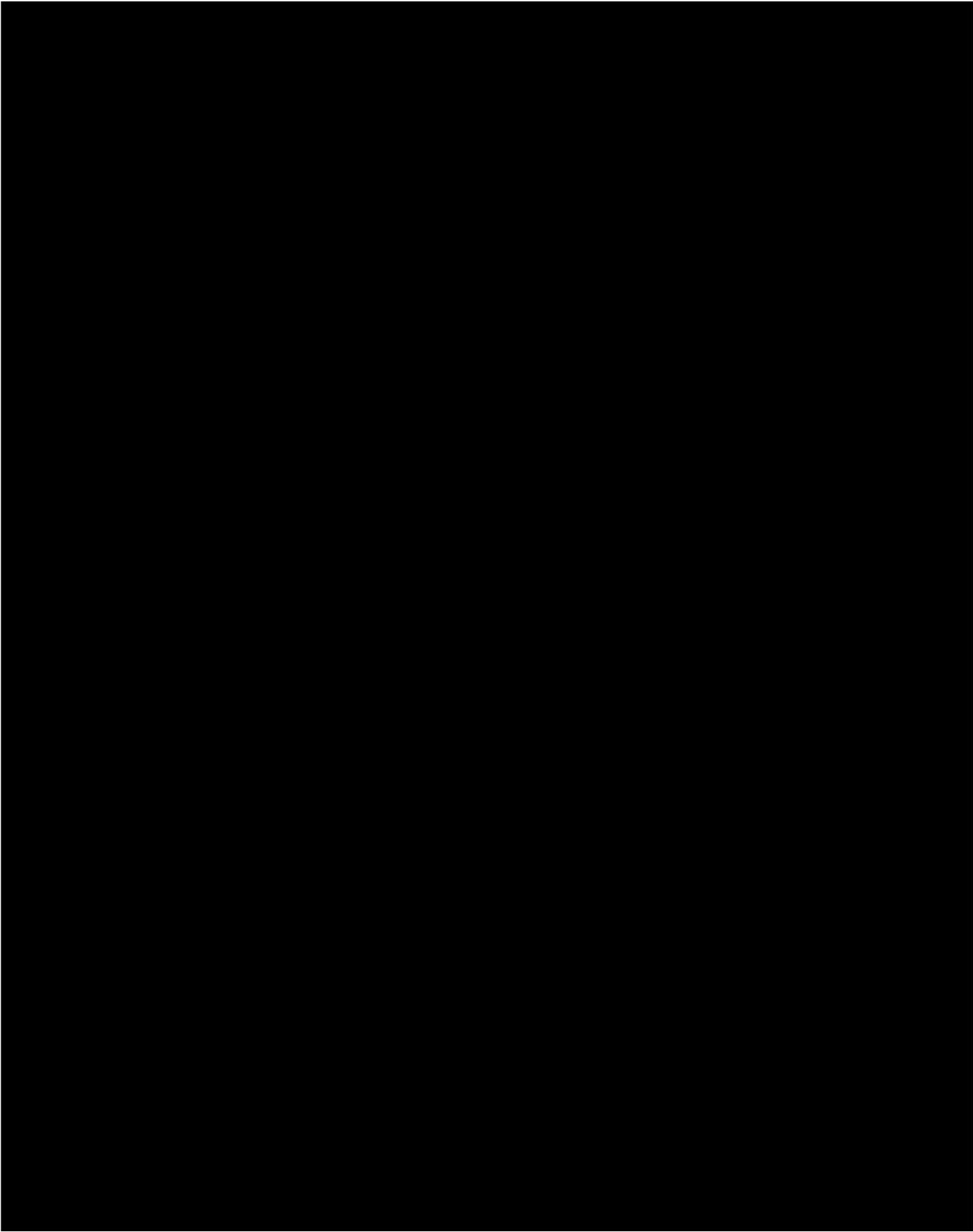
MCNA works hard to retain stellar employees, ensuring a reliable knowledge base to administer our processes, procedures, and plan requirements. Our retention efforts are designed to yield the maximum positive impact to quality and productivity, staff morale, and employee satisfaction. We know that staff continuity supports strong relationships with our State partners by fostering a better understanding of their needs to meet the unique requirements of each contract.

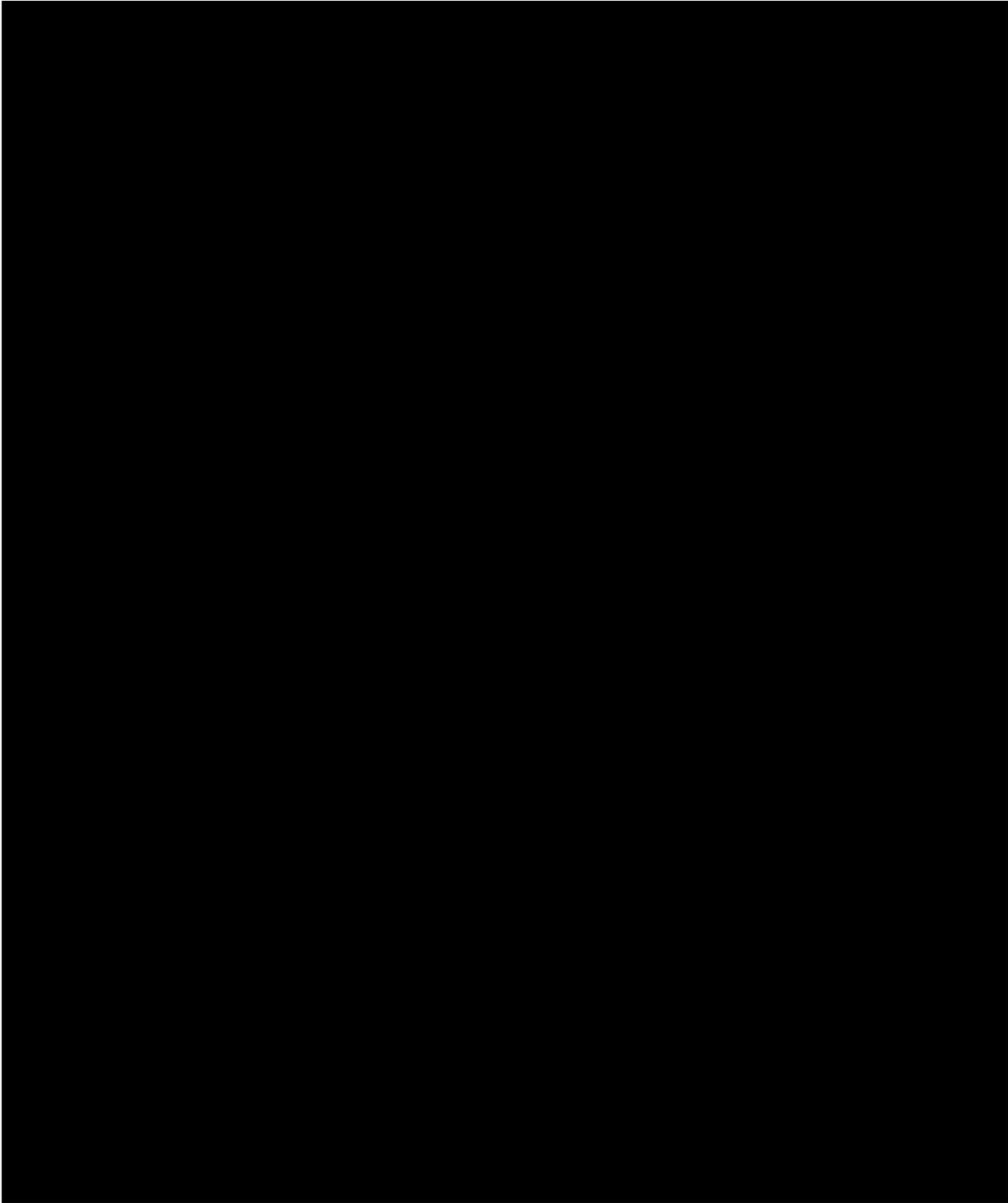
All staff undergo a criminal background check, and MCNA screens the following databases to ensure that we do not employ or contract with anyone who has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activities under the Federal Acquisition Regulation (FAR) or from participating in non-procurement activities under state and federal regulations or executive orders: Office of Inspector General (OIG) List of Excluded Individuals/Entities (LEIE), Louisiana Adverse Actions List Search, the System of Award Management (SAM), and other applicable sites.

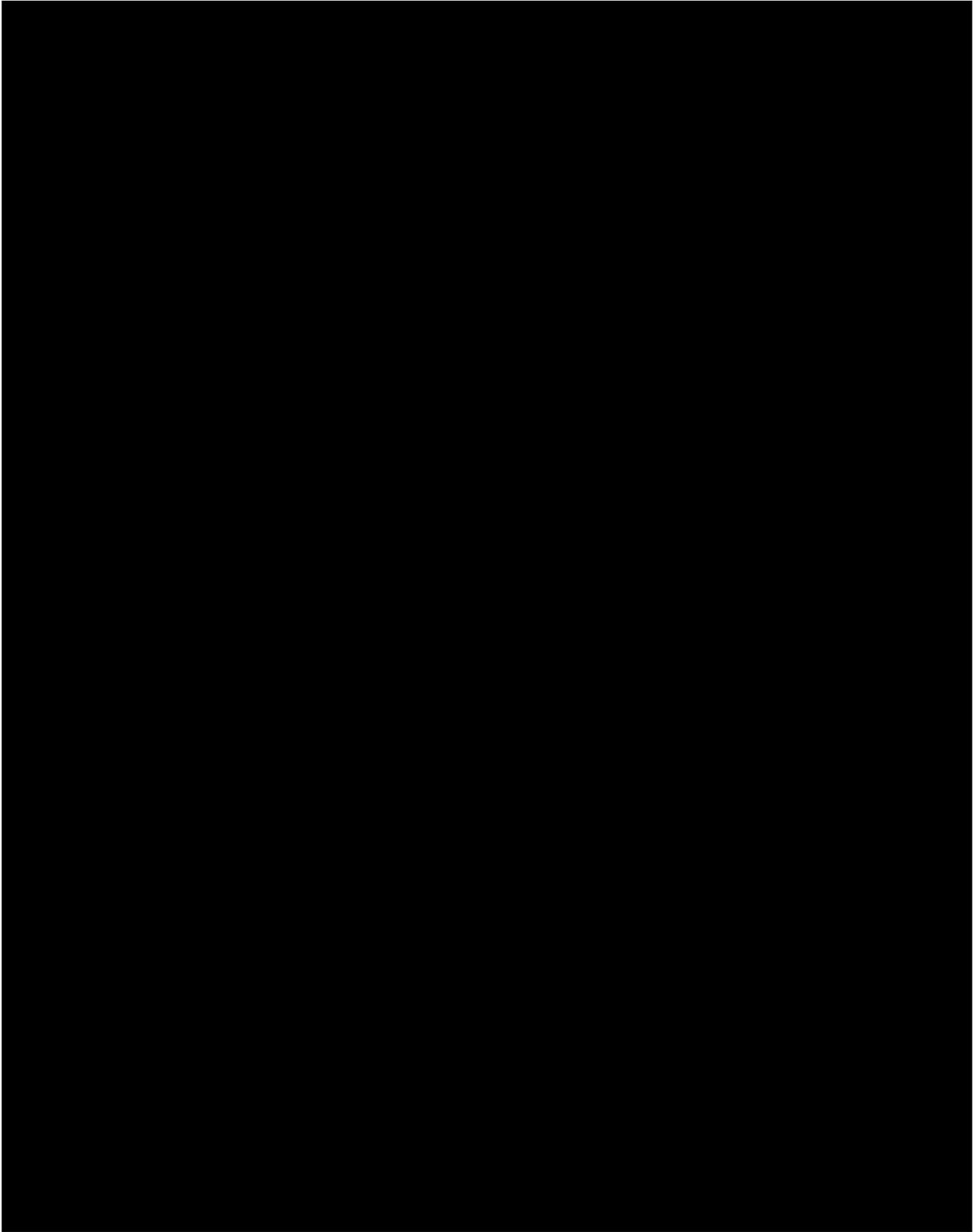
MCNA is fully compliant with LDH Policy 47.1, "Criminal History Records Check of Applicants and Employees," and will provide copies of satisfactory background checks or an attestation that a satisfactory background check was completed upon request from LDH. MCNA understands and acknowledges that staffing adequacy will be evaluated based on outcomes and compliance with contractual and LDH requirements, including the requirement for providing culturally competent services. We understand that if MCNA does not achieve the desired outcomes or maintain compliance with contractual obligations, additional monitoring or regulatory action may be employed by LDH. Our staffing strategy is supported by proven methodologies for establishing staffing patterns based both on national experience and managed care standards for plan operations and monitoring. We evaluate key metrics such as call center service levels, claims payment turnaround time, and prior authorization timeliness. MCNA's employment practices are supported by annual staff training and a well-integrated administrative management structure.

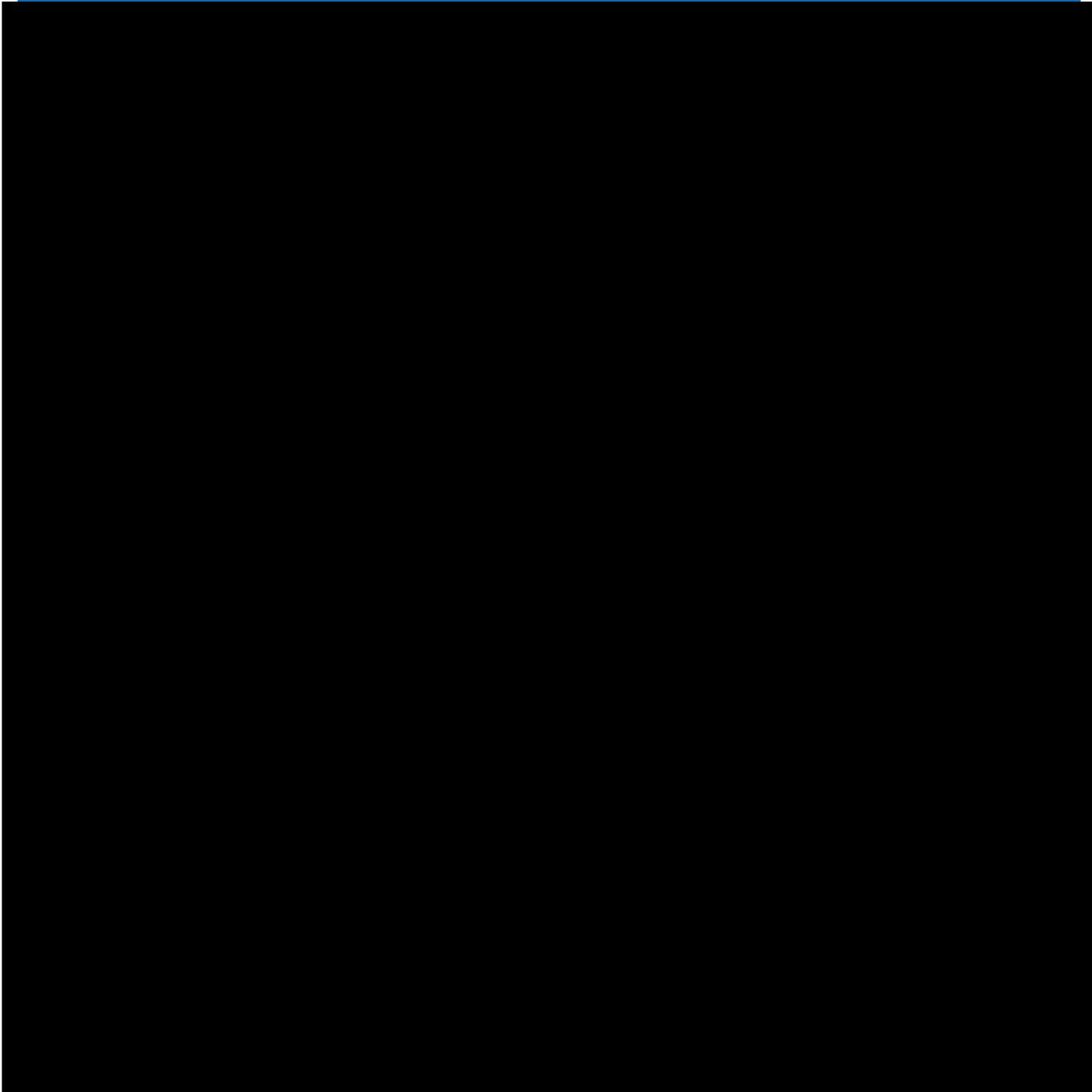
Our Louisiana administrative office is staffed from 8:00 a.m. to 5:00 p.m. CT Monday through Friday, excluding LDH designated state holidays. We do not discriminate because of handicap, age, race, color, religion, sex, gender, or national origin in employment, promotion, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. MCNA gives public notice in conspicuous places available to employees and applicants for employment setting forth our anti-discrimination policies. All solicitations or advertisements for employees state that all qualified applicants will receive consideration for employment without regard to handicap, age, race, color, religion, sex, gender, or national origin. We treat all employees in accordance with all state and federal laws applicable to employment of personnel.

6.2.2 – Key Personnel Positions









6.2.3 – Substitution of Personnel

Key personnel assigned to the contract will not be replaced without the prior written consent of LDH. In the event that any MCNA personnel become unavailable due to resignation, illness, or other factors outside of our reasonable control, MCNA is responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. MCNA will make every reasonable attempt to assign the personnel listed in this proposal.

6.2.4 – Written Policies, Procedures, and Position Descriptions

MCNA maintains written policies, procedures and job descriptions for each functional area, consistent in format and style. Annually, job descriptions are reviewed to ensure that current duties performed by the

employee are reflected. All dental and quality management policies are approved and signed by our Dental Director, Dr. Michael Giorlando. All policies and procedures are reviewed at least annually for accuracy in terms of current practice, and the review and approval is documented in the Quality Improvement Committee minutes.

We understand and acknowledge that based on provider or member feedback, if LDH deems a policy or process to be inefficient or unnecessarily burdensome on the enrollees or providers, MCNA will be required to work with LDH to change the policy or procedure within a time period specified by LDH.

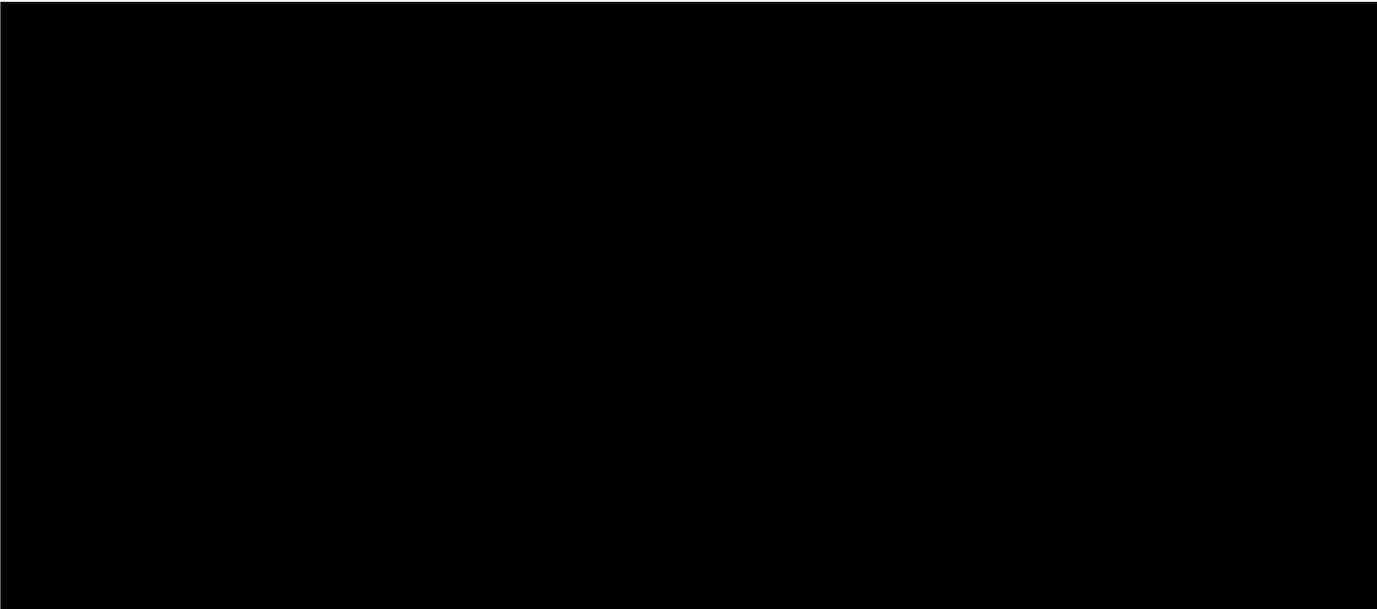
On an annual basis MCNA will submit the following to LDH:

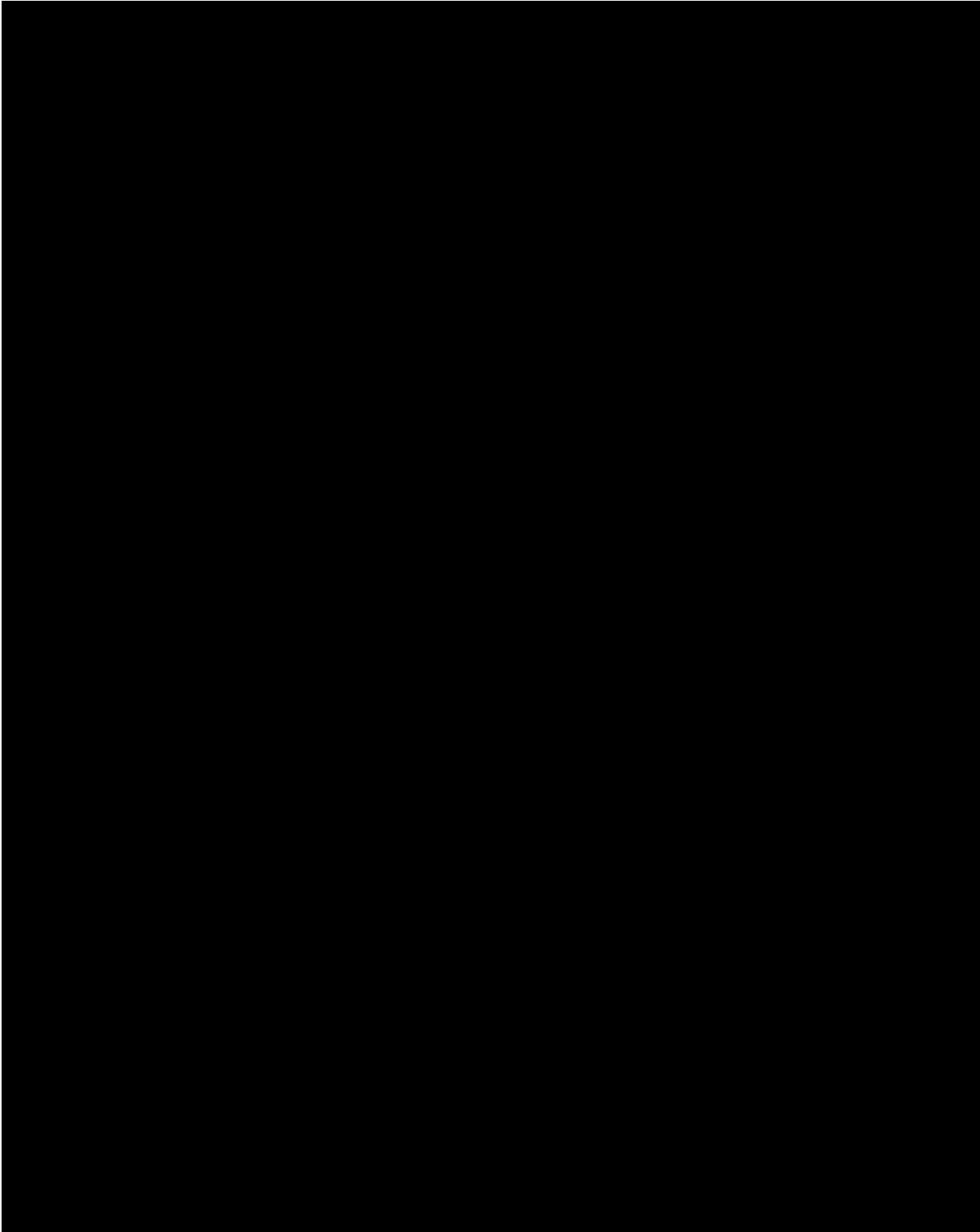
- An updated organization chart complete with the key personnel positions including the person's name, title, e-mail address, and telephone number;
- A functional organization chart of the key program areas, responsibilities and the areas that report to that position;
- A listing of all functions and their locations; and
- A list of any functions that have moved outside of the State of Louisiana in the past calendar year.

6.2.5 – Staff Training and Meeting Attendance

All MCNA team members receive the appropriate training specific to their individual job functions. MCNA ensures that all staff members having contact with members or providers receive initial and ongoing training with regard to the appropriate identification and handling of quality of care or service concerns. We commit to ensuring that all marketing agents continue to be trained annually on state and federal requirements and on details specific to the Dental Benefit Program, and that this training program will be approved by LDH and made available to LDH upon request.

All utilization management staff and member services representatives are trained in the geography of Louisiana and have access to mapping search engines (e.g. MapQuest, Google Maps, ArcGIS) for the purpose of authorizing services and recommending providers in the most geographically appropriate location. Our skilled staff attend and participate in meetings and events scheduled by LDH. All meetings shall be considered mandatory unless otherwise indicated, and staff shall attend in person as directed by LDH. We understand that LDH reserves the right to attend any and all training programs and seminars conducted by MCNA, and we will provide LDH a list of any training dates, time, and location, at least 14 calendar days prior to the actual date of training.





2.15.4.7 – Required Attachments

2.15.4.7.1 – Proposal Compliance Matrix

Please see **Attachment “Compliance Matrix”** for MCNA’s completed Proposal Compliance Matrix (Appendix VI).

2.15.4.7.2 – Certification Statement

MCNA is registered as a vendor with the Louisiana and Contract Network (LaPAC). Please see **Attachment “Certification Statement”** for MCNA’s signed Certification Statement (Appendix I).

2.15.4.7.3 – Veteran Initiative and Hudson Initiative

MCNA is proud to participate in Louisiana’s Veteran Initiative and Hudson Initiative Small Entrepreneurship Program. Please see **Attachment “Veteran Hudson”** for details of our proposed vendors as described in Appendix IV of this RFP.

2.15.4.7.4 – Medicaid Ownership and Disclosure Form

Please see **Attachment “Ownership Disclosure”** for MCNA’s completed Medicaid Ownership and Disclosure Form (Appendix VII).

2.15.4.7.5 – Electronic Vendor Payment Solution

Please see **Attachment “Electronic Payment”** for MCNA’s completed Electronic Vendor Payment Solution (Appendix V) form.

2.15.4.7.6 – Audited Financial Statements

Please see **Attachment “Financials”** for copies of MCNA’s audited financial statements for 2016, 2017, and 2018 as required pursuant to Section 3.3.3 of this RFP.

APPENDIX VI: PROPOSAL COMPLIANCE MATRIX

Proposal Compliance Matrix
Louisiana Dental Benefits Program Management

RFP # 3000013043		Proposer: MCNA Insurance Company		
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Background and Experience				
2.15.4.3	11-13	Background and experience	2.15.4.3	5-14
Approach to Scope of Services				
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6.5	87-97	Utilization management	6.5	32-41
6.6	97-112	Provider network requirements	6.6	41-51
6.7	112-118	Provider services	6.7	51-57
6.8	118-121	Provider payment	6.8	57-59
6.9	121-133	Enrollee marketing, education and services	6.9	59-68
6.10	133-139	Enrollee grievances, appeals and state fair hearings	6.10	68-73
6.11	139-143	Quality management	6.11	73-81
6.12	143-155	Program integrity	6.12	81-88
6.13	155-171	Systems and technical requirements	6.13	88-101
6.14	171-186	Claims management	6.14	101-113
6.15	186-189	Major subcontracts	6.15	113-114
6.16	189-190	Implementation and Readiness Reviews	6.16	115-119
Mandatory Narratives				
2.15.4.5	13-16	Mandatory narratives	2.15.4.5	120-139
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2.15.4.6	16	Staffing requirements/Resumes	2.15.4.6	140-146
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Required Attachments				
2.15.4.7.1	16	Proposal compliance matrix	2.15.4.7.1	147
2.15.4.7.2	16	Certification Statement	2.15.4.7.2	147
2.15.4.7.3	16	Veteran Initiative and Hudson Initiative	2.15.4.7.3	147
2.15.4.7.4	16	Medicaid Ownership and Disclosure Form	2.15.4.7.4	147
2.15.4.7.5	16	Electronic Vendor Payment Solution	2.15.4.7.5	147
2.15.4.7.6	Addendum 2	Audited Financial Statements	2.15.4.7.6	147