

**DBPM Contract Amendment #1
Attachment B-1**

Item Number	Exhibit/ Attachment/ Document	Change From:	Change To:	Justification
1	Attachment B Statement of Work	2.11.2.1.3 The DBPM is encouraged to include an enrollee advocate representative on the QAPI Committee.	2.11.2.1.3 The DBPM is encouraged to shall include an enrollee advocate representative on the QAPI Committee.	This revision requires the inclusion of an enrollee advocate to consider the enrollee perspective on quality improvement activities.
2	Attachment B Statement of Work	2.12.1.1 The DBPM, its subcontractors and providers shall comply with all state and federal laws and regulations relating to fraud, abuse, and waste in the Medicaid and CHIP programs, including but not limited to 42 CFR §438.1-438.812; La. R.S. 46:437.1-437.14; 42 CFR §455.12 – 455.23; LAC 50:I.4101-4235; and Sections 1128, 1156, and 1902(a)(68) of the Social Security Act.	2.12.1.1 The DBPM, its subcontractors and providers shall comply with all state and federal laws and regulations relating to fraud, abuse, and waste in the Medicaid and CHIP programs, including but not limited to 42 CFR §438.1- 438.608 , <u>42 CFR §438.611</u> -438.812; La. R.S. 46:437.1-437.14; 42 CFR §455.12 – 455.23; LAC 50:I.4101-4235; and Sections 1128, 1156, and 1902(a)(68) of the Social Security Act. <u>Compliance with 42 CFR §438.610 is also required until the State notifies the DBPM that it has implemented its own screening of DBPM-only providers and has notified the DBPM that it has assumed this function.</u>	The DBPMs will no longer perform their own ownership disclosure collection and screening once LDH will be doing that same collection and screening for DBPM-only providers. This eliminates duplicative screening and decrease provider abrasion by eliminating an onerous part of the DBPM credentialing process, while not introducing risk for the state. LDH anticipates to begin screening on 3/1/2020.
3	Attachment B Statement of Work	2.12.1.8 The DBPM, as well as its subcontractors and providers, whether contract or non-contract, shall 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 and/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 thirty-five (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.	2.12.1.8 <u>Until the State implements its own screening of DBPM-only providers and has notified the DBPM that it has assumed this function,</u> t The DBPM, as well as its subcontractors and providers, whether contract or non-contract, shall 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 and/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 thirty-five (35) calendar days of any change to any of the information on the	The DBPMs will no longer perform their own ownership disclosure collection and screening once LDH will be doing that same collection and screening for DBPM-only providers. This eliminates duplicative screening and decrease provider abrasion by eliminating an onerous part of the DBPM credentialing process, while not introducing risk for the state. LDH anticipates to begin screening on 3/1/2020.

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			disclosure form, at least once annually, and at any time upon request.	
4	Attachment B Statement of Work	2.12.3.5 The DBPM and its subcontractors shall comply with all applicable provisions of 42 CFR §438.608 and 438.610 pertaining to debarment and/or suspension including written disclosure to LDH of any prohibited affiliation. The DBPM and its subcontractors shall screen all employees, contractors, and network providers to determine whether they have been excluded from participation in Medicare, Medicaid, the Children’s Health Insurance Program, and/or any federal health care programs. To help make this determination, the DBPM shall conduct screenings to comply with the requirements set forth at 42 CFR §455.436.	2.12.3.5 The DBPM and its subcontractors shall comply with all applicable provisions of 42 CFR §438.608 and 438.610 pertaining to debarment and/or suspension including written disclosure to LDH of any prohibited affiliation. The DBPM and its subcontractors shall screen all employees, contractors, and network providers to determine whether they have been excluded from participation in Medicare, Medicaid, the Children’s Health Insurance Program, and/or any federal health care programs. To help make this determination, the DBPM shall conduct screenings to comply with the requirements set forth at 42 CFR §455.436. <u>This section does not require ownership disclosure collection and screening once the State has implemented its own DBPM-only provider screening and has notified the DBPM that it has assumed this function.</u>	The DBPMs will no longer perform their own ownership disclosure collection and screening once LDH will be doing that same collection and screening for DBPM-only providers. This eliminates duplicative screening and decrease provider abrasion by eliminating an onerous part of the DBPM credentialing process, while not introducing risk for the state. LDH anticipates to begin screening on 3/1/2020.
5	Attachment B Statement of Work	[end of section]	<u>2.14.2.2.2 If the DBPM or LDH or its subcontractors discover errors made by the DBPM when a claim was adjudicated, the DBPM shall make corrections and reprocess the claim within thirty (30) calendar days of discovery, or if circumstances exist that prevent the DBPM from meeting this time frame, a specified date shall be approved by LDH. The DBPM shall pay providers interest at twelve percent (12%) per annum, calculated daily for the full period in which a payable clean claim remains unpaid beyond either the thirty (30) day claims reprocessing deadline or the specified deadline approved by LDH, whichever is later. The DBPM shall automatically recycle all impacted claims for all providers and shall not require the provider to resubmit the impacted claims.</u>	This new provision adds requirements for reprocessing claims that are denied or paid inappropriately as a result of the DBPM’s errors and requiring the payment of associated interest providers when applicable.

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6	Attachment B Statement of Work	3.6.5 Table of Monetary Penalties [new penalty]	<u>Number:</u> 23 <u>Requirement:</u> Failure to comply with conflict of interest requirements specified in the Contract. <u>Monetary penalty:</u> \$10,000.00 per occurrence plus an additional \$5,000.00 per calendar day after notification by LDH that the DBPM remains in violation.	This addition ties a specific monetary penalty to the violation of the conflict of interest prohibition (sections 1.4.1, 6.43).
7	Attachment C Dental Benefit Plan Performance Measurement Goals	Attachment C placeholder	New attachment outlining performance measurement goals.	LDH established benchmarks for clinical performance measures utilizing statewide data of the Medicaid population from previous year(s) with the expectation that performance improves by a certain percentage toward the benchmarks. If a DBPM is deficient with a performance measures, LDH may assess monetary penalties to obtain the level of performance required for successful operation of the Louisiana Medicaid program.
8	Attachment D Rate Certification	Attachment D placeholder	New rate certification effective January 1, 2021 – December 31, 2021.	