



**DBPM Amendment #14 for MCNA
Attachment B14 – Changes to Attachment B, Statement of Work**

**DBPM Amendment #15 for DentaQuest
Attachment B15 – Changes to Attachment B, Statement of Work**

Item	Exhibit or Attachment	Change From	Change To	Justification
1	Attachment B, Statement of Work	2.9.2.1.2.1.1 Provider(s) names and group affiliations; street addresses; telephone numbers; website URLs; specialty credentials and other certifications; whether the provider is accepting new patients; the provider’s cultural and linguistic capabilities including languages offered and whether the provider has completed cultural competence training; office hours; specific performance indicators; a statement that some providers may choose not to perform certain services based on religious or moral beliefs; and whether the provider’s office has accommodations for people with physical disabilities, including offices, exam rooms, and equipment.	2.9.2.1.2.1.1 Provider(s) names and group affiliations; street addresses; telephone numbers; website URLs; specialty credentials and other certifications; whether the provider is accepting new patients; whether the provider offers covered services via telehealth ; the provider’s cultural and linguistic capabilities including languages offered and whether the provider has completed cultural competence training; office hours; specific performance indicators; a statement that some providers may choose not to perform certain services based on religious or moral beliefs; and whether the provider’s office has accommodations for people with physical disabilities, including offices, exam rooms, and equipment.	The revision is due to an update to 42 CFR §438.10(h)(1)(ix).
2	Attachment B, Statement of Work	2.11.4.1 The DBPM shall conduct annual LDH-approved enrollee satisfaction surveys comparable to the Consumer Assessment of Healthcare Providers and Systems (CAHPS) surveys and methodology to assess the quality and appropriateness of care to enrollees each calendar year.	2.11.4.1 The DBPM shall conduct annual liaise with LDH contracted External Quality Review Organization (EQRO) to conduct LDH-approved enrollee satisfaction surveys comparable to the annual Consumer Assessment of Healthcare Providers and Systems (CAHPS) surveys and methodology to assess the quality and appropriateness of care to enrollees each calendar year.	This revision is being made to align with QI directive for EQRO to administer enrollee Dental surveys.

3	Attachment B, Statement of Work	2.12.5.2.16 Procedures for prompt reporting to the State of all overpayments identified and recovered, specifying the overpayments due to potential fraud.	2.12.5.2.16 Procedures for prompt reporting to the State of all overpayments <u>within thirty (30) calendar days all</u> identified and <u>or</u> recovered <u>overpayments</u> , specifying the overpayments due to potential Fraud.	These revisions are necessary to comply with the changes CMS made to 42 CFR 438.608 regarding State contract requirements with Managed Care Plans related to Provider overpayments.
4	Attachment B, Statement of Work	2.12.6.3.1 The DBPM, through its Compliance Officer, shall report all activities on a monthly basis to LDH. If fraud, abuse, waste, neglect and overpayment issues are suspected, the DBPM Compliance Officer shall report it to LDH immediately upon discovery. Reporting shall include, but is not limited to:	2.12.6.3.1 The DBPM, through its Compliance Officer, shall report <u>to LDH</u> all activities on a monthly <u>quarterly</u> basis to LDH , <u>and report within thirty (30) calendar days all overpayments identified or recovered</u> . If fraud, abuse, waste, neglect and overpayment issues are suspected, the DBPM Compliance Officer shall report it to LDH immediately upon discovery. Reporting shall include, but is not limited to:	These revisions are necessary to comply with the changes CMS made to 42 CFR 438.608 regarding State contract requirements with Managed Care Plans related to Provider overpayments.
5	Attachment B, Statement of Work	2.12.6.3.1.5 The DBPM shall report to LDH Program Integrity monthly all unsolicited provider refunds, to include any payments submitted to the Contractor and/or its subcontractors by providers for overpayments identified through self-audit and/or self-disclosure.	2.12.6.3.1.5 The DBPM shall report to LDH Program Integrity at least monthly <u>within thirty (30) calendar days</u> all unsolicited provider refunds, to include any payments submitted to the Contractor and/or its subcontractors by providers for overpayments identified through self-audit and/or self-disclosure.	These revisions are necessary to comply with the changes CMS made to 42 CFR 438.608 regarding State contract requirements with Managed Care Plans related to Provider overpayments.
6	Attachment B, Statement of Work	2.12.6.4 Rights of Review and Recovery by DBPM and LDH ... [new provision]	... <u>2.12.6.4.20 The Contractor may pursue recovery from the provider. However, the Contractor is prohibited from recouping a State-identified overpayment from a provider when the Contractor is responsible for the overpayment, unless approved in writing by LDH. The Contractor shall submit corrected Encounter Data within forty-five (45) Calendar Days of notice of the overpayment from LDH, regardless of whether the DBPM</u>	This revision is being made to establish a new recovery provision

			<u>recovers the overpayment from the provider.</u>	
7	Attachment B, Statement of Work	2.12.6.4.17 The DBPM shall correct or initiate its own review on the identified encounters within fourteen (14) calendar days of notification from LDH. The DBPM shall submit confirmation that the claims corrections have been completed.	2.12.6.4.17 The DBPM shall correct or initiate its own review on the identified encounters within fourteen (14) calendar days of notification from LDH <u>and correct the identified Encounters within forth-five (45) Calendar Days of notification from LDH.</u> The DBPM shall submit confirmation that the claims corrections have been completed.	This revision is being made to set timeframe parameters for submitting corrected encounter data.
8	Attachment B, Statement of Work	2.11 Quality Management ... [new provision]	... <u>2.11.7 Dental Incentive Payment Program (DIPP)</u> <u>2.11.7.1 LDH intends to implement a dental incentive payment program (DIPP). The total amount of the DIPP will not exceed the State appropriated amounts for the dental incentive program. These incentive payments will support the activities, targets, performance measures, or quality-based outcomes specified in LDH’s Quality Strategy.</u> <u>2.11.7.2 The Contractor shall participate in the DIPP.</u> <u>2.11.7.3 The DIPP will be implemented as either a PAHP incentive payment, consistent with 42 CFR §438.6(b)(2) or a state-directed value-based payment consistent with §438.6(c).</u> <u>2.11.7.4 The Contractor shall assist LDH in collecting information necessary to complete DIPP reporting obligations for all years in which the Dental Incentive Payment Program</u>	This revision is being made to comply with HB1 of the 2024 Legislative Regular Session, which allocated funds to implement a dental quality incentive program for distribution to providers demonstrating quality improvement.

			<p><u>is in effect. LDH will notify the Contractor of the required reporting assistance, including specified dates and methods of data submission through a DIPP Protocol.</u></p> <p><u>2.11.7.5 If the DIPP is implemented in accordance with 42 CFR §438.6(b)(2), the Contractor shall comply with all required regulations and this Section, including:</u></p> <p><u>2.11.7.5.1 The DIPP will be for a fixed period of time and performance will be measured during the rating period under the Contract in which the DIPP is applied;</u></p> <p><u>2.11.7.5.2 The DIPP will not be renewed automatically;</u></p> <p><u>2.11.7.5.3 The DIPP will be made available to both public and private contractors under the same terms of performance;</u></p> <p><u>2.11.7.5.4 The Contractor's participation in the Dental Incentive Payment Program will not be conditioned on the Contractor entering into or adhering to an intergovernmental transfer agreement; and</u></p> <p><u>2.11.7.5.5 The DIPP is necessary for the specified activities, targets, performance measures, or quality-</u></p>	
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			<p><u>Section.</u></p> <p><u>2.11.7.11 The Contractor's participation in the DIPP shall have no impact on the Contractor's rights or obligations under this Contract, except as it relates specifically to the DIPP. The Contractor's participation in the DIPP does not represent a binding obligation on the Contractor to achieve the approved targeted health outcomes, and failure to achieve such outcomes shall not be considered a breach of this Contract. Further, except for recoupment of DIPP payments, either directly or via offset, no penalty shall be applied for failure to achieve targeted outcomes. The aforementioned penalty limitation shall not apply to instances of the Contractor's fraudulent conduct. In the event of a conflict with other terms of this Contract, the provisions of this Section and LDH's DIPP Protocol shall prevail.</u></p>	
9	Attachment B, Statement of Work	3.3.4.6.1 The DBPM shall submit to LDH unaudited quarterly financial statements and an annual audited financial statement, using the required format provided by LDH. Quarterly financial statements shall be submitted no later than sixty (60) days after the close of each calendar quarter. Audited annual statements shall be submitted no later than six (6) months after the close of the DBPM's fiscal year.	3.3.4.6.1 The DBPM shall submit to LDH unaudited quarterly financial statements and an annual audited financial statement, using the required format provided by LDH. Quarterly financial statements shall be submitted no later than sixty (60) days after the close of each calendar quarter. Audited annual statements shall be submitted no later than six (6) nine (9) months after the close of the DBPM's fiscal year.	These revisions are necessary to comply with revised Agreed Upon Procedures (AUP) submitted with the audited annual statements.

10	Attachment B, Statement of Work	4.5.1 In accordance with the DBPM Financial Reporting Guide the DBPM shall provide a Medical Loss Ratio (MLR) report for each MLR reporting year, which shall align with the capitation rating period, except in circumstances in which the MLR reporting period must be revised to align to a CMS-approved capitation rating period.	4.5.1 In accordance with the DBPM Financial Reporting Guide 42 CFR §438.8 , the DBPM shall provide a Medical Loss Ratio (MLR) report for each MLR reporting year, which shall align with the capitation rating period, except in circumstances in which the MLR reporting period must be revised to align to a CMS-approved capitation rating period.	Detailed MLR reporting instructions are included in the MLR report template, effective with the SFY 2024 reporting period.
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