



DBPM Amendment 9
Attachment B9 – Changes to Attachment B, Statement of Work

Item	Change From	Change To	Justification
1	2.2.1.6 The DBPM’s administrative office shall maintain normal business hours of 8:00 a.m. to 5:00 p.m. CT Monday through Friday, excluding LDH designated state holidays. The administrative office shall not assume it may close if the LDH administrative office closes.	2.2.1.6 The DBPM’s administrative office shall maintain normal business hours of 8:00 a.m. to 5:00 p.m. CT Monday through Friday, excluding LDH designated state-designated holidays. The administrative office shall not assume it may close if the LDH administrative office closes.	This revision clarifies that holidays are designated by the State.
2	<p>2.3.1 Mandatory Populations</p> <p>2.3.1.1 The DBPM will serve eligible Louisiana Medicaid enrollees in the following categories:</p> <p>2.3.1.1.1 Group A - as specified in LAC 50:XV.6901, Medicaid beneficiaries who are under twenty-one (21) years of age; and</p> <p>2.3.1.1.2 Group B - as specified in LAC 50:XXV.303, Medicaid beneficiaries who are twenty-one (21) years of age and older and whose Medicaid coverage includes the full range of Medicaid services.</p> <p>2.3.1.1.3 Group C – Medicaid beneficiaries who are twenty-one (21) years of age and older and who are enrolled in any Medicaid waiver program for persons with developmental or intellectual disabilities.</p>	<p>2.3.1 Mandatory Populations</p> <p>2.3.1.1 The DBPM will serve eligible Louisiana Medicaid enrollees in the following categories:</p> <p>2.3.1.1.1 Group A - as specified in LAC 50:XV.6901, Medicaid beneficiaries who are under twenty-one (21) years of age; and</p> <p>2.3.1.1.2 Group B - as specified in LAC 50:XXV.303, Medicaid beneficiaries who are twenty-one (21) years of age and older and whose Medicaid coverage includes the full range of Medicaid services.</p> <p>2.3.1.1.3 Group C – Medicaid beneficiaries who are twenty-one (21) years of age and older and who are enrolled in any Medicaid waiver program for persons with developmental or intellectual disabilities.</p> <p><u>2.3.1.1.4 Group D - Medicaid beneficiaries who are twenty-one (21) years of age and older residing in an Intermediate Care Facility.</u></p>	This revision is necessary to comply with requirements of Act 366 of the 2022 Regular Legislative Session.
3	[new provisions]	<u>2.4.2.1.4 Group D - Adult ICF/IID Dental Age Twenty-One (21) and Above</u>	This revision is necessary to comply with requirements of Act 366 of the 2022 Regular Legislative Session.

		<p><u>The DBPM shall provide Group D the services listed in accordance with Act 366 of the 2022 Regular Legislative Session and as specified in the LDH DBPM Manual, which include, but are not limited to, the following services:</u></p> <p><u>2.4.2.1.4.1 Diagnostic Services including radiographs and oral/facial images, diagnostic casts and accession of tissue – gross and microscopic examinations;</u></p> <p><u>2.4.2.1.4.2 Preventative Services which include prophylaxis, topical fluoride treatments, sealants, fixed space maintainers and re-cementation of space maintainers;</u></p> <p><u>2.4.2.1.4.3 Restorative Services which include amalgam restorations, composite restorations, stainless steel and polycarbonate crowns, stainless steel crowns with resin window, pins, core build-ups, pre-fabricated posts and cores, resin-based composite restorations, appliance removal, and unspecified restorative procedures;</u></p> <p><u>2.4.2.1.4.4 Endodontic Services which include pulp capping, pulpotomy, endodontic therapy on primary and permanent teeth (including treatment plan, clinical procedures and follow-up care), apexification/recalcification, apicoectomy/periradicular services and unspecified endodontic procedures;</u></p> <p><u>2.4.2.1.4.5 Periodontics Services which include gingivectomy, periodontal scaling and root planning, full mouth debridement, and unspecified periodontal procedures;</u></p> <p><u>2.4.2.1.4.6 Prosthodontic Services which include complete dentures, partial dentures, denture repairs, denture relines and unspecified prosthodontics procedures;</u></p> <p><u>2.4.2.1.4.7 Fixed Prosthodontics services which include fixed partial denture pontic, fixed partial denture retainer and other unspecified fixed partial denture services;</u></p>	
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4	2.4.2.3.1.1 The DBPM shall make provisions for and advise all enrollees described in Group A and Group C of the provisions governing emergency use pursuant to federal regulations. Emergency-related terms are in the Glossary.	2.4.2.3.1.1 The DBPM shall make provisions for and advise all enrollees described in Group A, and Group C <u>and Group D</u> of the provisions governing emergency use pursuant to federal regulations. Emergency-related terms are in the Glossary.	This revision is necessary to comply with requirements of Act 366 of the 2022 Regular Legislative Session.
5	2.6.2.6.2 Distance to Specialty Dental Services Travel distance shall not exceed sixty (60) miles one-way from the enrollee's place of residence for at least seventy-five (75) percent of enrollees and shall not exceed ninety (90) miles one-way from the enrollee's place of residence for all enrollees.	2.6.2.6.2 Distance to Specialty Dental Services Travel distance shall not exceed sixty (60) miles one-way from the enrollee's place of residence for at least seventy-five (75) percent of enrollees and shall not exceed ninety (90) <u>seventy-five (75)</u> miles one-way from the enrollee's place of residence for all enrollees.	This revision corrects the unintentional increase to the distance standard in Amendment 2.
6	2.6.2.10 The DBPM shall ensure the availability of access to specialty providers for all Group A and Group C enrollees. The DBPM shall ensure access standards and guidelines to specialty providers are met as specified in this Section in regard to timeliness and service area.	2.6.2.10 The DBPM shall ensure the availability of access to specialty providers for all Group A, and Group C <u>and Group D</u> enrollees. The DBPM shall ensure access standards and guidelines to specialty providers are met as specified in this Section in regard to timeliness and service area.	This revision is necessary to comply with requirements of Act 366 of the 2022 Regular Legislative Session.
7	2.10.2.4 The DBPM shall extend the timeframe of disposition for a grievance by up to fourteen (14) calendar days if: 2.10.2.4.1 The enrollee requests the extension; or	2.10.2.4 The DBPM shall <u>may</u> extend the timeframe of disposition for a grievance by up to fourteen (14) calendar days if: 2.10.2.4.1 The enrollee requests the extension; or	This revision aligns the contract with 42 CFR §438.408.

	<p>2.10.2.4.2 The DBPM shows (to the satisfaction of LDH, upon its request) that there is a need for additional information and how the delay is in the enrollee's interest.</p> <p>2.10.2.5 If the timeframe is extended other than at the enrollee's request, the DBPM shall provide oral notice of the reason for the delay to the enrollee by close of business on the day of the determination, and written notice of the reason for the delay within two (2) calendar days of the determination.</p>	<p>2.10.2.4.2 The DBPM shows (to the satisfaction of LDH, upon its request) that there is a need for additional information and how the delay is in the enrollee's interest.</p> <p>2.10.2.5 If the timeframe is extended other than at the enrollee's request, the DBPM shall <u>complete all of the following</u>:</p> <p><u>2.10.2.5.1 Provide oral notice of the reason for the delay to the enrollee by close of business on the day of the determination;</u></p> <p><u>2.10.2.5.2 and Provide written notice of the reason for the delay decision to extend the timeframe within two (2) calendar days of the determination.</u></p> <p><u>2.10.2.5.3 Resolve the grievance as expeditiously as the enrollee's health condition requires and no later than the date the extension expires.</u></p>	
8	[new provisions]	<p><u>2.12.1.3.1 The DBPM and any subcontractors or major subcontractors, shall cooperate fully with the agencies that conduct investigations; full cooperation includes, but is not limited to, timely exchange of information and strategies for addressing fraud and abuse, allowing prompt access to information, providing copies of documents at no charge, granting access to all available information related to program violations, and making knowledgeable employees available at no charge to support any investigation, court, or administrative proceeding.</u></p> <p><u>2.12.1.3.2 The DBPM and any subcontractors or major subcontractors shall maintain the confidentiality of any investigation.</u></p> <p>...</p> <p><u>2.12.5.2.3 Adequate staffing and resources to investigate potential incidents of fraud, waste, and abuse and to develop and implement Corrective Action Plans. Minimum staffing shall include one (1) full-time investigator physically located within Louisiana. LDH may approve written requests with detailed justification</u></p>	This revision aligns the DBPM contracts with the MCO contracts and clarifies requirements to ensure appropriate oversight by the DBPMs.

		<p><u>to substitute another Special Investigation Unit (SIU) position in place of an investigator position.</u></p> <p>[subsequent provisions renumbered]</p> <p>...</p> <p><u>2.12.6.3.2 The DBPM shall notify LDH within three (3) business days of contact by any investigative authorities conducting Medicaid fraud and abuse investigations, except in situations where the investigative authorities request non-disclosure of the investigation or disclosure of the on-going investigation is prohibited by law.</u></p> <p><u>2.12.6.3.3 The DBPM shall notify LDH in writing within three (3) business days of receipt of any voluntary provider disclosures resulting in the receipt of overpayments in excess of twenty-five thousand (\$25,000) dollars, regardless of whether fraud is suspected.</u></p> <p><u>2.12.6.3.4 The DBPM shall provide an annual report to LDH on the DBPM's recoveries of overpayments in accordance with 42 C.F.R. § 438.608. The annual report shall be made through the fourth quarter 145 report and will be due on January 31 of each year.</u></p>	
9	<p>2.12.6.4.11 LDH or its agent shall have the right to audit, review and investigate providers and enrollees within the DBPM's network via "complex" or "automated" review for a five (5) year period from the date of service of a claim. LDH may withhold from the DBPM any overpayments identified by LDH or its agent, and said recovered funds will be retained by the State. The DBPM may pursue recovery from the provider as a result of the State-identified overpayment withhold.</p>	<p>2.12.6.4.11 LDH or its agent shall have the right to audit, review and investigate providers and enrollees within the DBPM's network via "complex" or "automated" review for a five (5) year period from the date of service of a claim. LDH may <u>withhold recover</u> from the DBPM any overpayments identified by LDH or its agent, and said recovered funds will be retained by the State. The DBPM may pursue recovery from the provider as a result of the State-identified overpayment withhold. <u>via deduction from the DBPM's capitation payment all of the following amounts assessed to a provider as a result of LDH's audit, whether the provider is excluded from the Medicaid program or not: (1) monetary penalties assessed in accordance with the SURS Rule (Louisiana</u></p>	<p>This revision aligns the DBPM contracts with the MCO contracts and clarifies requirements to ensure appropriate oversight by the DBPMs.</p>

		<u>Administrative Code 50:I.4146.A.18), (2) state-identified improper payments and overpayments, (3) overpayments determined through statistical sampling (extrapolation), and (4) investigation costs. Any overpayments identified by LDH or its agent and said recovered funds will be retained by the State.</u>	
10	3.1.1.2 LDH will establish benchmarks for clinical performance measures utilizing statewide data of the Medicaid population from the previous calendar year(s) with the expectation that performance improves by a certain percentage toward the benchmarks. Clinical performance measures shall be reported at least annually twelve (12) months after services begin.	3.1.1.2 LDH will establish benchmarks for clinical performance measures utilizing statewide data of the Medicaid population from the previous calendar year(s) with the expectation that performance improves by a certain percentage toward the benchmarks. Clinical performance measures shall be reported at least annually twelve (12) months after services begin. [subsequent provisions renumbered]	This revision is necessary to update the manner by which targets for performance measures will be determined.
11	3.1.1.3 Clinical performance measures include: 3.1.1.3.1 Healthcare Effectiveness and Information Set (HEDIS) Annual Dental Visits (ADV); and 3.1.1.3.2 Total Eligibles Receiving Preventive Dental Services based on data reported on the CMS 416.	3.1.1.3 Clinical performance measures include: 3.1.1.3.1 Healthcare Effectiveness and Information Set (HEDIS) Annual Dental Visits (ADV) <u>Oral Evaluation, Dental Services (OED)</u> ; and 3.1.1.3.2 Total Eligibles Receiving Preventive Dental Services based on data reported on the CMS 416.	This revision is necessary as NCQA has retired the ADV measure and LDH has adopted the new OED measure as a replacement.
12	3.1.1.4 Baseline data and applicable targets will be provided prior to the start date of the Contract. 3.1.1.5 The DBPM shall publish its clinical performance measures on its website in a manner that allows enrollees and the public to view the performance of the DBPM. The DBPM may meet this requirement by including information about performance measures conducted by LDH and providing a link to LDH's applicable website page.	3.1.1.4 Baseline data and applicable targets will be provided prior to the start date of the Contract. <u>Targets for Healthcare Effectiveness Data and Information Set (HEDIS®) performance measures will be equal to or above the National Committee for Quality Assurance (NCQA) Quality Compass Medicaid National 50th percentile [All Lines of Business (LOBs) (Excluding Preferred Provider Organizations (PPOs) and Exclusive Provider Organizations (EPOs))] values for the prior Quality Compass product Year.</u> <u>3.1.1.5 Targets for HEDIS® performance measures without a NCQA Quality Compass Medicaid National 50th percentile (All Lines of Business [LOBs] excluding Preferred Provider Organizations [PPOs] and Exclusive Provider</u>	This revision is necessary to update the manner by which targets for performance measures will be determined.

		<p><u>Organizations [EPOs] value will be determined by LDH utilizing statewide Medicaid data.</u></p> <p>3.1.1.56The DBPM shall publish its clinical performance measures on its website in a manner that allows enrollees and the public to view the performance of the DBPM. The DBPM may meet this requirement by including information about performance measures conducted by LDH and providing a link to LDH’s applicable website page.</p>				
13	<p>3.6.5 Table of Monetary Penalties</p> <p>...</p> <p>[new monetary penalty]</p>	<p>3.6.5 Table of Monetary Penalties</p> <p>...</p> <table border="1"> <tr> <td><u>26.</u></td> <td><u>Failure to maintain normal business hours, excluding state-designated holidays</u></td> <td><u>\$5,000 per day, per occurrence.</u></td> </tr> </table>	<u>26.</u>	<u>Failure to maintain normal business hours, excluding state-designated holidays</u>	<u>\$5,000 per day, per occurrence.</u>	This monetary penalty clarifies the distinction between a general staffing requirement and requirements for administrative offices and personnel.
<u>26.</u>	<u>Failure to maintain normal business hours, excluding state-designated holidays</u>	<u>\$5,000 per day, per occurrence.</u>				
14	<p>4.3.7 Withhold of Capitation Rate</p> <p>4.3.7.1 A withhold of the aggregate capitation rate payment shall be applied to provide an incentive for DBPM compliance with the requirements of the Contract.</p> <p>4.3.7.2 The withhold amount will be equivalent to two percent (2%) of the monthly capitation rate payment for all DBPM enrollees.</p> <p>4.3.7.3 If LDH has not identified any DBPM deficiencies, LDH will pay to the DBPM the withhold of the DBPM’s payments withheld in the month subsequent to the withhold.</p> <p>4.3.7.4 If LDH has determined the DBPM is not in compliance with a requirement of the Contract in any given month, LDH may issue a written notice</p>	<p>4.3.7 Withhold of Capitation Rate</p> <p>4.3.7.1 A withhold of the aggregate capitation rate payment shall be applied to provide an incentive for DBPM compliance with the requirements of the Contract.</p> <p>4.3.7.2 The withhold amount will be equivalent to two percent (2%) of the monthly capitation rate payment for all DBPM enrollees.</p> <p>4.3.7.3 If LDH has not identified any DBPM deficiencies, LDH will pay to the DBPM the withhold of the DBPM’s payments withheld in the month subsequent to the withhold.</p> <p>4.3.7.4 If LDH has determined the DBPM is not in compliance with a requirement of the Contract in any given month, LDH may issue a written notice</p>	This revision will increase cash flow to the DBPMs and reduce the administrative burden related to the release of the withhold on a monthly basis. Monetary penalties assessed by LDH will be collected through withholding through future PMPM payments.			

<p>of non-compliance and LDH may retain the amount withheld for the month prior to LDH identifying the compliance deficiencies.</p> <p>4.3.7.5 Monthly retention of the withhold amount may continue for each subsequent month so long as the identified deficiencies have not been corrected. If the same or similar deficiency(s) continues beyond timeframes specified for correction as determined by LDH, LDH may permanently retain the amount withheld for the period of non-compliance consistent with the monetary penalties of the Contract. The timeframe specified in a written notice of action shall be considered the cure period and will be not less than thirty (30) calendar days unless the deficiency reasonably requires resolution in a shorter period after which amounts retained may be permanently withheld.</p> <p>4.3.7.6 Amounts withheld for failure to achieve established performance measurement goals as defined in the Contract will be permanently retained.</p> <p>4.3.7.7 No interest shall be due to the DBPM on any sums withheld or retained under this Section.</p> <p>4.3.7.8 The provisions of this Section may be invoked alone or in conjunction with any other remedy or adjustment otherwise allowed under the Contract.</p>	<p>of non-compliance and LDH may retain the amount withheld for the month prior to LDH identifying the compliance deficiencies.</p> <p>4.3.7.5 Monthly retention of the withhold amount may continue for each subsequent month so long as the identified deficiencies have not been corrected. If the same or similar deficiency(s) continues beyond timeframes specified for correction as determined by LDH, LDH may permanently retain the amount withheld for the period of non-compliance consistent with the monetary penalties of the Contract. The timeframe specified in a written notice of action shall be considered the cure period and will be not less than thirty (30) calendar days unless the deficiency reasonably requires resolution in a shorter period after which amounts retained may be permanently withheld.</p> <p>4.3.7.6 Amounts withheld for failure to achieve established performance measurement goals as defined in the Contract will be permanently retained.</p> <p>4.3.7.7 No interest shall be due to the DBPM on any sums withheld or retained under this Section.</p> <p>4.3.7.8 The provisions of this Section may be invoked alone or in conjunction with any other remedy or adjustment otherwise allowed under the Contract.</p> <p>[subsequent provisions renumbered]</p>	
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