

**DBPM Contract Amendment #4  
Attachment B4**

Item Number	Change From:	Change To:	Justification	DBPM Feedback
1	<p>2.2.5.4 The DBPM shall provide the appropriate staff representation for attendance and participation in meetings and/or events scheduled by LDH. All meetings shall be considered mandatory unless otherwise indicated. Staff shall attend in person as directed by LDH.</p> <p>2.2.5.5 LDH reserves the right to attend any and all training programs and seminars conducted by the DBPM. The DBPM shall provide LDH a list of any training dates, time, and location, at least fourteen (14) calendar days prior to the actual date of training.</p>	<p>2.2.5.4 <u>The DBPM shall comply with the following cybersecurity training requirements:</u></p> <p><u>2.2.5.4.1 In accordance with La. R.S. 42:1267(B)(3) and the State of Louisiana’s Information Security Policy, if the DBPM, any of its employees, agents, or subcontractors will have access to State government information technology assets, the DBPM’s employees, agents, or subcontractors with such access must complete cybersecurity training annually, and the DBPM must present evidence of such compliance annually and upon request. The DBPM must use the cybersecurity training course offered by the Louisiana Department of State Civil Service.</u></p> <p><u>2.2.5.4.2 For purposes of this Section, “access to State government information technology assets” means the possession of credentials, equipment, or authorization to access the internal workings of State information technology systems or networks. Examples would include but not be limited to State-issued laptops, VPN credentials to credentials to access the State network, badging to access the State’s telecommunications closets or systems, or permissions to maintain or modify IT systems used by the State. Final determination of scope inclusions or exclusions relative to access to State government information technology assets will be made by the Office of Technology Services.</u></p> <p><u>2.2.5.5</u> The DBPM shall provide the appropriate staff representation for attendance and participation in meetings and/or events scheduled by LDH. All meetings</p>	<p>This revision adds cybersecurity training requirements, which must be included in all State contracts.</p>	

**DBPM Contract Amendment #4  
Attachment B4**

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		<p>shall be considered mandatory unless otherwise indicated. Staff shall attend in person as directed by LDH.</p> <p>2.2.5.56 LDH reserves the right to attend any and all training programs and seminars conducted by the DBPM. The DBPM shall provide LDH a list of any training dates, time, and location, at least fourteen (14) calendar days prior to the actual date of training.</p>		
2	(new provision)	<p><u>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.</u></p>	<p>This revision is necessary to comply with requirements of Act 450 of the 2021 Regular Legislative Session.</p>	
3	<p>2.4.2.1.1 Group A - Children Under Age Twenty-One (21)</p> <p>The DBPM shall provide Group A the services listed in LAC 50:XV.6903 and as specified in the LDH Dental Services Manual which include but are not limited to the following services:</p>	<p>2.4.2.1.1 Group A - Children Under Age Twenty-One (21)</p> <p>The DBPM shall provide Group A the services listed in LAC 50:XV.6903 and as specified in the LDH <del>Dental Services</del> <u>DBPM</u> Manual which include but are not limited to the following services:</p>	<p>LDH is replacing the existing Dental Services Manual with the DBPM Manual.</p>	
4	<p>2.4.2.1.2 Group B - Adult Denture Program Age Twenty-One (21) and Above</p> <p>The DBPM shall provide Group B the services listed in LAC 50:XXV.501 and as specified in the LDH Dental Services Manual, which include but are not limited to the following services:</p>	<p>2.4.2.1.2 Group B - Adult Denture Program Age Twenty-One (21) and Above</p> <p>The DBPM shall provide Group B the services listed in LAC 50:XXV.501 and as specified in the LDH <del>Dental Services</del> <u>DBPM</u> Manual, which include but are not limited to the following services:</p>	<p>LDH is replacing the existing Dental Services Manual with the DBPM Manual.</p>	

**DBPM Contract Amendment #4  
Attachment B4**

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5	(new provision)	<p><u>2.4.2.1.3 Group C - Adult I/DD Dental Age Twenty-One (21) and Above</u></p> <p><u>The DBPM shall provide Group C the services listed in accordance with Act 450 of the 2021 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>2.4.2.1.3.1 Diagnostic Services including oral examinations, radiographs and oral/facial images, diagnostic casts and accession of tissue – gross and microscopic examinations;</u></p> <p><u>2.4.2.1.3.2 Preventative Services which include prophylaxis, topical fluoride treatments, sealants, fixed space maintainers and re-cementation of space maintainers;</u></p> <p><u>2.4.2.1.3.3 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>2.4.2.1.3.4 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>This revision is necessary to comply with requirements of Act 450 of the 2021 Regular Legislative Session.</p>	

**DBPM Contract Amendment #4  
Attachment B4**

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		<p><u>2.4.2.1.3.5 Periodontics Services which include gingivectomy, periodontal scaling and root planning, full mouth debridement, and unspecified periodontal procedures;</u></p> <p><u>2.4.2.1.3.6 Prosthodontic Services which include complete dentures, partial dentures, denture repairs, denture relines and unspecified prosthodontics procedures;</u></p> <p><u>2.4.2.1.3.7 Fixed Prosthodontics services which include fixed partial denture pontic, fixed partial denture retainer and other unspecified fixed partial denture services;</u></p> <p><u>2.4.2.1.3.8 Oral and Maxillofacial Surgery Services which include non-surgical extractions, surgical extractions, coronal remnants extractions, other surgical procedures, alveoloplasty, surgical incision, temporomandibular joint (TMJ) procedure and other unspecified repair procedures;</u></p> <p><u>2.4.2.1.3.9 Orthodontic Services which include interceptive and comprehensive orthodontic treatments, minor treatment to control harmful habits and other orthodontic services; and</u></p> <p><u>2.4.2.1.3.10 Adjunctive General Services which include palliative (emergency) treatment, anesthesia, professional visits, miscellaneous services, and unspecified adjunctive procedures.</u></p>		

**DBPM Contract Amendment #4  
Attachment B4**

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6	2.4.2.3.1.1 The DBPM shall make provisions for and advise all enrollees described in Group A 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 <u>and Group C</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 450 of the 2021 Regular Legislative Session.	
7	2.5.7.2.1 The DBPM shall make eighty percent (80%) of standard service authorization determinations within two (2) business days of obtaining appropriate medical information regarding a proposed procedure or service requiring a review determination. All standard authorization decisions shall be made within no more than (14) calendar days following receipt of the request for service.	2.5.7.2.1 The DBPM shall make eighty percent (80%) of standard service authorization determinations within two (2) business days of obtaining appropriate medical information regarding a proposed procedure or service requiring a review determination. All standard authorization decisions shall be made within no more than <u>fourteen</u> (14) calendar days following receipt of the request for service.	This revision corrects an unintentional omission.	
8	2.6.2.10 The DBPM shall ensure the availability of access to specialty providers for all Group A 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 <u>and Group C</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 450 of the 2021 Regular Legislative Session.	
9	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. 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.	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 <u>for a five (5) year period from the date of service of a claim.</u> 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.	This revision establishes a 5-year lookback period to comply with state law and the Louisiana Administrative Code and to align with the MCO contracts.	

**DBPM Contract Amendment #4  
Attachment B4**

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10	2.12.4.2 The DBPM 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. Failure by the DBPM to ensure compliance with requirements to prevent and return, as applicable, payments to excluded providers mandatory exclusions may also result in LDH assessing monetary penalties and/or other remedies.	2.12.4.2 <del>The DBPM 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.</del> <u>LDH may recover from the DBPM, via a deduction from the MCO's capitation payment, any money paid for services provided by an excluded provider.</u> Failure by the DBPM to ensure compliance with requirements to prevent and return, as applicable, payments to excluded providers mandatory exclusions may also result in LDH assessing monetary penalties and/or other remedies.	This revision allows LDH to recover proactive overpayments owed and aligns the DBPM and MCO contracts.	
11	2.14.11.11.1 Submit complete and accurate encounter data at least monthly. Data is due in accordance with the encounter reconciliation schedule published by LDH or its contracted review organization, including encounters reflecting a zero dollar amount (\$0.00) and encounters in which the DBPM or its subcontractor has a capitation arrangement with a provider. If the DBPM fails to submit complete encounter data, including encounters processed by subcontracted vendors as measured by a comparison of encounters to cash disbursements within a five (5) percent error threshold (at least ninety-five (95) percent complete), the plan may be penalized as outlined in the Contract.	2.14.11.11.1 Submit complete and accurate encounter data at least monthly. Data is due in accordance with the encounter reconciliation schedule published by LDH or its contracted review organization, including encounters reflecting a zero dollar amount (\$0.00) and encounters in which the DBPM or its subcontractor has a capitation arrangement with a provider. <del>If the DBPM fails to submit complete encounter data, including encounters processed by subcontracted vendors as measured by a comparison of encounters to cash disbursements within a five (5) percent error threshold (at least ninety-five (95) percent complete), the plan may be penalized as outlined in the Contract.</del> <u>If the DBPM or its subcontracted vendor(s), individually or in aggregate, fails to submit complete encounter data as measured by a comparison of encounters to cash disbursements within a three percent (3%) error threshold (i.e., encounters are at least ninety-seven percent (97%) but no greater than one hundred percent (100%) of cash disbursements), LDH may impose monetary penalties as outlined in the Contract. LDH, at its sole discretion, may</u>	This revision reduces the allowable encounter data error threshold to improve encounter data accuracy and completeness and to align the DBPM and MCO contracts.	

**DBPM Contract Amendment #4  
Attachment B4**

Item Number	Change From:	Change To:	Justification	DBPM Feedback					
		<u>waive the penalty if encounters processed by subcontracted vendors fall below the completion threshold during the transition to a new vendor; however, this grace period shall not exceed 90 calendar days for encounters processed by either the exiting vendor or the new vendor.</u>							
12	3.3.4.6.3 All financial reporting shall be based on Generally Accepted Accounting Principles (GAAP).	3.3.4.6.3 All financial reporting shall be based on <del>Generally Accepted Accounting Principles (GAAP)</del> <u>generally accepted accounting principles and generally accepted auditing standards.</u>	This revision is to allow for other generally accepted accounting principles, such as the statutory basis of accounting, in alignment with 42 CFR §438.3(m).						
13	(new provision)	<u>3.3.4.10.2.6 Corrections of errors shall be submitted within seven (7) calendar days from the date of discovery by the DBPM or date of written notification by LDH (whichever is earlier). LDH may at its discretion extend the due date if an acceptable plan of correction has been submitted and the DBPM can demonstrate to LDH's satisfaction the problem cannot be corrected within seven (7) calendar days.</u>	This revision is to ensure the timely correction of errors and to align with MCO contracts and current reporting requirements.						
14	3.6.5 Table of Monetary Penalties  ...	3.6.5 Table of Monetary Penalties  ...	These revisions clarify the parameters for assessing penalties and simplify the calculation of the penalty related to incomplete encounter data, aligning the DBPM and MCO contracts.						
	<table border="1" style="width: 100%;"> <tr> <td style="width: 5%;">17.</td> <td style="width: 35%;">Failure to comply with encounter data requirements specified in the Contract.</td> <td style="width: 60%;">\$10,000 per day for failure to submit and/or correct monthly data.  \$10,000 per rejection of data due to exceeding 5% error rate.</td> </tr> </table>	17.	Failure to comply with encounter data requirements specified in the Contract.	\$10,000 per day for failure to submit and/or correct monthly data.  \$10,000 per rejection of data due to exceeding 5% error rate.	<table border="1" style="width: 100%;"> <tr> <td style="width: 5%;">17.</td> <td style="width: 35%;">Failure to comply with encounter data requirements specified in the Contract.</td> <td style="width: 60%;">\$10,000 per day <del>for failure to submit and/or correct monthly data for each day</del> <u>after the due date that the monthly encounter data has not been received in the format and per</u></td> </tr> </table>	17.	Failure to comply with encounter data requirements specified in the Contract.	\$10,000 per day <del>for failure to submit and/or correct monthly data for each day</del> <u>after the due date that the monthly encounter data has not been received in the format and per</u>	
17.	Failure to comply with encounter data requirements specified in the Contract.	\$10,000 per day for failure to submit and/or correct monthly data.  \$10,000 per rejection of data due to exceeding 5% error rate.							
17.	Failure to comply with encounter data requirements specified in the Contract.	\$10,000 per day <del>for failure to submit and/or correct monthly data for each day</del> <u>after the due date that the monthly encounter data has not been received in the format and per</u>							

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Attachment B4**

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		<p><u>specifications outlined in the Contract.</u></p> <p><u>\$50,000 per occurrence in each bimonthly reconciliation in which LDH or its designee determines that the DBPM or its subcontracted vendor(s), individually or in aggregate, failed to submit complete encounter data within a three percent (3%) error threshold. \$10,000 per rejection of data due to exceeding 5% error rate.</u></p>		
15	6.13.4 The DBPM shall comply with all applicable LDH provider manuals, rules, regulations, and guides.	6.13.4 The DBPM shall comply with all applicable LDH <del>provider</del> manuals, rules, regulations, and guides.	LDH is replacing the existing Dental Services Manual with the DBPM Manual.	