



## Office of State Procurement Contract Certification of Approval

**This certificate serves as a confirmation that the Office of State Procurement has reviewed and approved the contract referenced below.**

**Reference Number:** 2000506243

**Amendment Number:** 11

**Vendor:** MCNA INSURANCE COMPANY

**Description:** MCNA Insurance Co

**Approved By:** PAMELA RICE

**Approval Date:** 02/12/2024 13:57:56

**AMENDMENT TO  
AGREEMENT BETWEEN STATE OF LOUISIANA  
LOUISIANA DEPARTMENT OF HEALTH**

Amendment #: 11  
 LAGOV#: 2000506243  
 LDH #: \_\_\_\_\_  
 Original Contract Amount \$355,700,072.00  
 Original Contract Begin Date 01-01-2021  
 Original Contract End Date 12-31-2023  
 RFP Number: 3000013043

(Regional/ Program/  
 Facility) Medical Vendor Administration  
Bureau of Health Services Financing  
**AND**  
MCNA Insurance Company, d/b/a MCNA Dental  
 Contractor Name

**AMENDMENT PROVISIONS**

**Change Contract From:** Current Maximum Amount: \$620,792,433.00 Current Contract Term : 1/1/2021 - 12/31/2025

Attachment B - Statement of Work

**Change Contract To:** If Changed, Maximum Amount: \$620,792,433.00 If Changed, Contract Term: N/A

Amd 11 Attachment B11 – Changes to Attachment B, Statement of Work

**Justifications For Amendment:**

Revisions contained in this amendment are within scope and comply with the terms and conditions as set forth in the RFP.  
 This amendment contains revisions that strengthen the requirements related to provider support, network adequacy, and enrollee appeals.


This Amendment Becomes Effective: 01-01-2024

This amendment contains or has attached hereto all revised terms and conditions agreed upon by contracting parties.

IN WITNESS THEREOF, this amendment is signed and entered into on the date indicated below.

**CONTRACTOR**

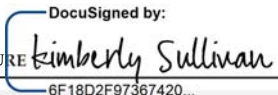
MCNA Insurance Company, d/b/a MCNA Dental

DocuSigned by: \_\_\_\_\_ 12/20/2023  
  
 CONTRACTOR SIGNATURE \_\_\_\_\_ DATE  
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PRINT NAME \_\_\_\_\_ Tom Wiffler  
 CONTRACTOR TITLE \_\_\_\_\_ CEO

**STATE OF LOUISIANA  
LOUISIANA DEPARTMENT OF HEALTH**

**Secretary, Louisiana Department of Health or Designee**

DocuSigned by: \_\_\_\_\_ 12/27/2023  
  
 SIGNATURE \_\_\_\_\_ DATE  
 6F18D2F97367420...

NAME \_\_\_\_\_ Kimberly Sullivan  
 TITLE \_\_\_\_\_ Interim Medicaid Executive Director  
 OFFICE \_\_\_\_\_ Louisiana Department of Health

PROGRAM SIGNATURE \_\_\_\_\_ DATE  
 NAME \_\_\_\_\_



**DBPM Amendment 11**  
**Attachment B11 – Changes to Attachment B, Statement of Work**

Item	Change From	Change To	Justification
1	<p>2.2.2.6 Additional Required Personnel</p> <p>The DBPM must designate additional management and technical personnel who will be assigned to the Contract for the following functional areas:</p> <p>2.2.2.6.1 Enrollee Services;</p> <p>2.2.2.6.2 Benefit Administration and Utilization</p> <p>2.2.2.6.3 Quality Improvement;</p> <p>2.2.2.6.4 Financial Operations; and</p> <p>2.2.2.6.5 Reporting.</p>	<p>2.2.2.6 Additional Required Personnel</p> <p>The DBPM must designate additional management and technical personnel who will be assigned to the Contract for the following functional areas:</p> <p>2.2.2.6.1 Enrollee Services;</p> <p><u>2.2.2.6.2 Provider Relations, including local field support;</u></p> <p>2.2.2.6.<del>23</del> Benefit Administration and Utilization</p> <p>2.2.2.6.<del>34</del> Quality Improvement;</p> <p>2.2.2.6.<del>45</del> Financial Operations; and</p> <p>2.2.2.6.<del>56</del> Reporting.</p>	<p>This revision adds provider services field representatives as required staff to align with requirements of section 2.7.2.</p>
2	<p>2.7.2 Provider Relations</p> <p>2.7.2.1 The DBPM shall, at a minimum, provide a provider relations help-desk function to provide support and assistance to all providers in their DBPM network. This function shall:</p>	<p>2.7.2 Provider Relations</p> <p>2.7.2.1 The DBPM shall, at a minimum, provide a provider relations help-desk function <u>and local field support representatives</u> to provide support and assistance to all providers in their DBPM network. This function shall:</p>	<p>This revision adds the requirement for local field support to address provider issues in person.</p>
3	<p><b>2.10.3 Standard Resolution of Appeals</b></p> <p>...</p> <p><b>[new provision]</b></p>	<p><u>2.10.3.10 The DBPM shall be subject to penalties if it is determined by LDH that the DBPM has thirty percent (30%) or more of denied appeals reversed or otherwise resolved in favor of the enrollee within a twelve (12) month period.</u></p>	<p>This revision establishes a threshold for denied appeals reversed or otherwise resolved in favor of the enrollee.</p>
4	<p><b>2.6.4 Demonstration of Network Adequacy</b></p> <p>...</p>	<p><b>2.6.4 Demonstration of Network Adequacy</b></p>	<p>This revision is necessary to ensure proper reporting of network adequacy.</p>

	<p>[new provision]</p>	<p>...</p> <p><u>2.6.4.2 For the purposes of assessing Network Adequacy, the Contractor shall consider only those network providers who are actively providing services to Enrollees, which shall be defined as: (1) providers that have submitted at least twenty-five (25) claims within the prior six (6) calendar months; or (2) any network providers that were newly contracted within the prior six (6) calendar months, regardless of claim submissions. Requests for exceptions for certain provider types and/or rural geographic areas must be submitted in writing to LDH for approval.</u></p>							
5	<p>3.6.5 Table of Monetary Penalties</p> <p>...</p> <table border="1" data-bbox="290 714 1051 1047"> <tr> <td data-bbox="290 714 357 1047">10.</td> <td data-bbox="357 714 706 1047">Failure to comply with any enrollee services or provider services requirements specified in the Contract.</td> <td data-bbox="706 714 1051 1047"> <p>\$10,000 per month, for failure to meet phone line performance measures.</p> <p>\$5,000 per day for failure to operate phone line.</p> <p>\$2,500 per occurrence for every other requirement.</p> </td> </tr> </table>	10.	Failure to comply with any enrollee services or provider services requirements specified in the Contract.	<p>\$10,000 per month, for failure to meet phone line performance measures.</p> <p>\$5,000 per day for failure to operate phone line.</p> <p>\$2,500 per occurrence for every other requirement.</p>	<p>3.6.5 Table of Monetary Penalties</p> <p>...</p> <table border="1" data-bbox="1255 714 2024 1226"> <tr> <td data-bbox="1255 714 1322 1226">10.</td> <td data-bbox="1322 714 1671 1226">Failure to comply with any enrollee services or provider services requirements specified in the Contract.</td> <td data-bbox="1671 714 2024 1226"> <p>\$10,000 per month, for failure to meet phone line performance measures.</p> <p>\$5,000 per day for failure to operate phone line.</p> <p><u>\$2,500 per occurrence of failure to comply with provider complaint and resolution standards.</u></p> <p>\$2,500 per occurrence for every other requirement.</p> </td> </tr> </table>	10.	Failure to comply with any enrollee services or provider services requirements specified in the Contract.	<p>\$10,000 per month, for failure to meet phone line performance measures.</p> <p>\$5,000 per day for failure to operate phone line.</p> <p><u>\$2,500 per occurrence of failure to comply with provider complaint and resolution standards.</u></p> <p>\$2,500 per occurrence for every other requirement.</p>	<p>This revision adds a monetary penalty for failing to comply with section 2.7.7.</p>
10.	Failure to comply with any enrollee services or provider services requirements specified in the Contract.	<p>\$10,000 per month, for failure to meet phone line performance measures.</p> <p>\$5,000 per day for failure to operate phone line.</p> <p>\$2,500 per occurrence for every other requirement.</p>							
10.	Failure to comply with any enrollee services or provider services requirements specified in the Contract.	<p>\$10,000 per month, for failure to meet phone line performance measures.</p> <p>\$5,000 per day for failure to operate phone line.</p> <p><u>\$2,500 per occurrence of failure to comply with provider complaint and resolution standards.</u></p> <p>\$2,500 per occurrence for every other requirement.</p>							

6	<p>3.6.5 Table of Monetary Penalties</p> <p>...</p> <p><b>[new monetary penalty]</b></p>	<p>3.6.5 Table of Monetary Penalties</p> <p>...</p> <table border="1" data-bbox="1163 324 1948 542"> <tr> <td data-bbox="1163 324 1231 542">27.</td> <td data-bbox="1231 324 1580 542"> <p><u>Failure to maintain denied appeals reversed through the appeals or state fair hearing processes within established thresholds.</u></p> </td> <td data-bbox="1580 324 1948 542"> <p>\$50,000 per occurrence in addition to \$10,000 for each percentage point over the target.</p> </td> </tr> </table>	27.	<p><u>Failure to maintain denied appeals reversed through the appeals or state fair hearing processes within established thresholds.</u></p>	<p>\$50,000 per occurrence in addition to \$10,000 for each percentage point over the target.</p>	<p>This revision adds a monetary penalty for failing to comply with sections 2.10.3.10 and 2.10.6.11.</p>
27.	<p><u>Failure to maintain denied appeals reversed through the appeals or state fair hearing processes within established thresholds.</u></p>	<p>\$50,000 per occurrence in addition to \$10,000 for each percentage point over the target.</p>				