

**HEALTHY LOUISIANA ADMINISTRATIVE ACTIONS, MONETARY PENALTIES, AND SANCTIONS**

Tracking Number	Contractor Name and Address	Failed Deliverable/Non-Compliance with Contract Requirements	Notice of Action Date	MCO Response	Compliance Date	Potential Monetary Penalties	Notice of Monetary Penalty	Monetary Penalty Amount	Other
MCNA-01	MCNA Dental 200 West Cypress Creek Road, Suite #500 Fort Lauderdale, FL 33309	<b><u>Dental Benefit Plan Clinical Performance Measurement Goals</u></b> - Performance measurement goals are to be achieved by the end of each federal fiscal year and evaluated following the reporting deadlines. Each measurement shall be compared to the prior year.				<b><u>Section III.B.3.11.I.iii of the contract</u></b> - At the department's discretion after the initial contract year, a maximum of 1% (0.5% for each of the 2 clinical performance measures) of the total monthly capitation payment may be deducted from the total capitation payment made in the month of May following the measurement year if clinical performance measures fall below DHH's established benchmarks for improvement.	<a href="#">7/13/2016</a>	\$128,095	
MCNA-02	MCNA Dental 200 West Cypress Creek Road, Suite #500 Fort Lauderdale, FL 33309	<b><u>Dental Benefit Plan Clinical Performance Measurement Goals</u></b> - Performance measurement goals are to be achieved by the end of each federal fiscal year and evaluated following the reporting deadlines. Each measurement shall be compared to the prior year.				<b><u>Section III.B.3.11.I.iii of the contract</u></b> - At the department's discretion after the initial contract year, a maximum of 1% (0.5% for each of the 2 clinical performance measures) of the total monthly capitation payment may be deducted from the total capitation payment made in the month of May following the measurement year if clinical performance measures fall below DHH's established benchmarks for improvement.	<a href="#">7/19/2017</a>	\$138,880.67	
MCNA-03	MCNA Dental 200 West Cypress Creek Road, Suite #500 Fort Lauderdale, FL 33309	E.1.D All the DBPM's applications, operating software, middleware, and networking hardware and software shall be able to interoperate as needed with DHH's systems and shall conform to applicable standards and specifications set by DHH.  E.3 DHH shall require that the DBPM interface with DHH, the Medicaid Fiscal Intermediary (FI) and its trading partners. The DBPM must have capacity for real time connectivity to all DHH approved systems. The DBPM must have the capability to allow approved DHH personnel to access internal applications to permit inquiry of eligibility, claims, encounters, reference, provider and other data. The access method should be real-time and may be coordinated with DHH via remote network connections.	<a href="#">12/21/2017</a>		<a href="#">2/6/2018</a>	<b><u>B. Other Reporting and/or Deliverable Requirements</u></b> 1. For each day that a deliverable is late, incorrect or deficient, the DBPM may be liable to DHH for monetary penalties in an amount per calendar day per deliverable as specified in the table below for reports and deliverables not otherwise specified in the above Table of Monetary Penalties, or requirement/activity of noncompliance. 2. Monetary penalties have been designed to escalate by duration and by occurrence over the term of this Contract, inclusive of any contract extensions.			

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MCNA-04	MCNA Dental 200 West Cypress Creek Road, Suite #500 Fort Lauderdale, FL 33309	<b>Section III.E.19.E.3.E.xi</b> For encounter data submissions, the DBPM shall submit ninety-five (95 %) of its encounter data at least monthly due no later than the twenty-fifth (25th) calendar day of the month following the month in which they were processed and approved/paid, including encounters reflecting a zero dollar amount (\$0.00) and encounters in which the DBPM has a capitation arrangement with a provider. The DBPM CEO or CFO shall attest to the truthfulness, accuracy, and completeness of all encounter data submitted.	<a href="#">6/22/2018</a>		<a href="#">9/24/2018</a>	Ten thousand dollars (\$10,000.00) per calendar day for each day after the due date that the monthly encounter data has not been received in the format and per specifications outlined in the RFP.			
MCNA-05	MCNA Dental 200 West Cypress Creek Road, Suite #500 Fort Lauderdale, FL 33309	<b>Dental Benefit Plan Clinical Performance Measurement Goals</b> - Performance measurement goals are to be achieved by the end of each federal fiscal year and evaluated following the reporting deadlines. Each measurement shall be compared to the prior year.				<b>Section III.B.3.11.I.iii of the contract</b> - At the department's discretion after the initial contract year, a maximum of 1% (0.5% for each of the 2 clinical performance measures) of the total monthly capitation payment may be deducted from the total capitation payment made in the month of May following the measurement year if clinical performance measures fall below DHH's established benchmarks for improvement.	<a href="#">6/26/2018</a>	\$136,887.75	
MCNA-06	MCNA Dental 200 West Cypress Creek Road, Suite #500 Fort Lauderdale, FL 33309	2019 Compliance Review	<a href="#">2/14/2020</a>			11.I.v. Performance Measure Monitoring  • The DBPM shall comply with External Quality Review, review of the Quality Assessment Committee meeting minutes and annual dental audits to ensure that it provides quality and accessible healthcare to DBPM members, in accordance with standards contained in the Contract. Such audits shall allow DHH or its duly authorized representative to review individual dental records, identify and collect management data, including but not limited to, surveys and other information concerning the use of services and the reasons for member disenrollment.14.3	<a href="#">1/25/2021</a>		