3. SCOPE OF WORK

Table of Contents

3. Scope of Work 3-1
3.1 GENERAL 3-1
3.1.1 Highly Qualified and Experienced Vendor 3-1
3.1.2 Authorization to Operate 3-1
3.1.3 Adherence to All Authorities 3-3
3.1.4 Clark and Washoe Counties 3-3
3.1.5 Catchment Areas 3-4
3.2 VENDOR DUTIES AND RESPONSIBILITIES 3-5
3.3 DENTAL SERVICES 3-6
3.3.1 General Information 3-7
3.3.2 Vendor Covered Services 3-21
3.3.3 EPSDT Services (Medicaid) & Well Baby/Child Services (Nevada Check Up) 3-24
3.3.4 Health Promotion and Education Programs 3-28
3.3.5 Out-of-Network Services 3-37
3.3.6 Emergency Dental Services 3-40
3.4 ENROLLMENT REQUIREMENTS AND LIMITATIONS 3-47
3.4.1 Eligibility and Enrollment 3-47
3.4.2 Vendor Enrollment 3-49
3.4.3 Vendor Enrollment Responsibility 3-50
3.4.4 Enrollment Interface 3-51
3.4.5 Provider Enrollment Roster Notification 3-53
3.4.6 Transitioning/Transferring of Recipients 3-53
3.5 RECIPIENT SERVICES 3-55
3.5.1 Information Requirements 3-55
3.5.2 Member Handbook 3-57
3.5.3 Recipient Services Department/Concierge Services 3-62
3.5.4 Dental Provider Requirements 3-66
3.5.5 Children with Special Health Care Needs 3-70
3.6 NETWORK 3-72
3.6.1 Practice Guidelines and Protocols 3-73
3.6.2 Delta Dental's Provider Network Obligations 3-75
3.6.3 Network Management 3-83
3.6.4 Subcontractors 3-89
3.6.5 Access and Availability 3-92
3.6.6 Provider Contracts 3-105
3.6.7 Provider Directory 3-111
3.6.8 Recipient Communications 3-112
3.6.9 Provider Communications 3-114

3.6.10 Provider Policy and Procedure Manual 3-115
3.6.11 Network Maintenance 3-118
3.7 DENTAL RECORDS 3-120
3.7.1 Complete Dental Records 3-120
3.7.2 Written Policies and Procedures 3-120
3.7.3 Property of Provider 3-121
3.7.4 Transfer of Records 3-121
3.8 QUALITY ASSURANCE STANDARDS 3-122
3.8.1 Overview 3-122
3.8.2 Quality Measurements 3-124
3.8.3 Plan of Correction Procedure 3-128
3.9 STANDARDS FOR INTERNAL QUALITY ASSURANCE PROGRAMS 3-131
3.9.1 Performance Improvement Projects (PIP) 3-134
3.9.2 PIP Reporting Requirements – QAPI Program 3-135
3.9.3 PIP Reporting Requirements – External Quality Review 3-135
3.9.4 Sources for IQAP Guidelines and Quality Measures 3-136
3.9.5 Delta Dental's Health Information System 3-137
3.9.6 Written IQAP Description 3-140
3.9.7 Systematic Process of Quality Assessment and Improvement 3-143
3.9.8 Use of Quality Indicators 3-148
3.9.9 Accountability to the Board of Directors 3-154
3.9.10 Quality Assurance Committee 3-157
3.9.11 IQAP Supervision 3-160
3.9.12 IQAP Resources and Staff 3-160
3.9.13 Provider Participation in the IQAP 3-161
3.9.14 Delegation of IQAP Activities 3-162
3.9.15 Credentialing and Recredentialing 3-163
3.9.16 Recipient Rights and Responsibilities 3-171
3.9.17 Standards for Availability and Accessibility 3-183
3.9.18 Dental Records Standards 3-184
3.9.19 Utilization Review Management Program 3-187
3.9.20 Continuity of Care System 3-192
3.9.21 IQAP Documentation 3-194
3.9.22 Coordination of QA Activity and Other Management Activity 3-195
3.9.23 Data Collection and Submission to DHCFP 3-198
3.9.24 Provider Disputes and Resolution 3-200
3.10 STATE QUALITY ASSESSMENT AND PERFORMANCE IMPROVEMENT STRATEGY 3-202
3.10.1 Quality Assessment and Performance Improvement Strategy 3-202
3.10.2 Purpose 3-203
3.11 FISCAL REQUIREMENTS 3-210
3.11.1 Vendor Fiscal Standards 3-210

3.11.2 Performance Security Deposit 3-211
3.11.3 Vendor Liability 3-213
3.11.4 Payment of Claims 3-214
3.11.5 Financial Solvency 3-226
3.11.6 Third-Party Liability (TPL) 3-227
3.11.7 Subrogation 3-232
3.11.8 Reserving 3-234
3.11.9 Prohibition on Payments 3-235
3.12 GRIEVANCES, APPEALS AND FAIR HEARINGS 3-237
3.12.1 Grievances and Appeals 3-237
3.12.2 Recipient Grievances and Appeals 3-242
3.12.3 Authorization and Notice Timeliness Requirements 3-245
3.12.4 Notice of Action 3-246
3.12.5 Handling of Grievances and Appeals 3-250
3.12.6 State Fair Hearing Process 3-255
3.12.7 Continuation of Benefits 3-256
3.12.8 Provider Grievances and Appeals 3-258
3.12.9 Expedited State Fair Hearing 3-260
3.13 MANAGEMENT INFORMATION SYSTEM (MIS) 3-262
3.13.1 Management Information System (MIS) 3-262
3.13.2 HIPAA Privacy and Confidentiality 3-266
3.13.3 Eligibility Data 3-269
3.13.4 Encounter and Claims Records 3-272
3.13.5 Data Requirements and Certification 3-273
3.13.6 EPSDT Tracking System 3-276
3.14 OPERATIONAL REQUIREMENTS 3-277
3.14.1 Dental Director's Office 3-277
3.14.2 Dental Director Responsibilities 3-278
3.14.3 Vendor Operating Structure and Staffing 3-279
3.14.4 Subcontractors 3-297
3.14.5 Implementation 3-299
3.14.6 Presentation of Findings 3-304
3.14.7 Vendor Marketing Materials 3-305
3.15 PROGRAM INTEGRITY 3-308
3.15.1 General Requirements and Authorities 3-310
3.15.2 Provider Credentialing, Enrollment and Contracts 3-312
3.15.3 Provider Enrollment 3-316
3.15.4 Provider Contracts 3-319
3.15.5 Debarred or Suspended Persons 3-326
3.15.6 Compliance Plan 3-328
3.15.7 Compliance Plan General Requirements 3-328
3.15.8 Deficit Reduction Act 3-330

3.15.9 Under-Utilization of Services 3-331
3.15.10 Embezzlement and Theft 3-332
3.15.11 Verification of Services 3-332
3.15.12 Hotline for Reporting Suspected Fraud, Waste, Abuse or Improper Payments . 3-333
3.15.13 Program Integrity Unit 3-334
3.15.14 Fraud Identification and Referral 3-338
3.15.15 Payment Suspensions 3-341
3.15.16 Compliance Reviews 3-341
3.15.17 Identification 3-343
3.15.18 Review 3-345
3.15.19 Recovery and Education 3-346
3.15.20 Monetary recoveries by State or Federal Entities 3-347
3.15.21 Reporting Requirements 3-348
3.15.22 Provider Compliance Reviews by the DHCFP 3-351
3.15.23 Provider Preventable Conditions (PPC) 3-352
3.15.24 Vendor Disclosures: Information on Ownership and Control 3-353
3.15.25 Denial or Termination of Provider Participation 3-357
3.16 REPORTING 3-358
3.16.1 Encounter Reporting 3-359
3.16.2 Summary Utilization Reporting 3-360
3.16.3 Dispute Resolution Reporting 3-361
3.16.4 Quality Assurance Reporting 3-362
3.16.5 Recipient Satisfaction Reporting 3-363
3.16.6 Financial Reporting 3-364
3.16.7 Sales and Transaction Reporting 3-365
3.16.8 Other Reporting 3-365
3.17 INFORMATION SYSTEMS AND TECHNICAL REQUIREMENTS 3-366
3.17.1 Data Requirements 3-366
3.17.2 Interfaces 3-367
3.17.3 Encounter Data Report Files 3-370
3.17.4 HIPAA Transaction Requirements 3-372
3.17.5 NPI Transaction Requirements 3-374
3.17.6 International Classification of Diseases (ICD) and Electronic Data Interchange (EDI) Compliance 3-375
3.18 DHCFP RESPONSIBILITIES 3-377
3.18.1 External Quality Review 3-377
3.18.2 Due Process 3-377
3.18.3 DHCFP On-Site Audits 3-378
3.18.4 Actuarial Services 3-378
3.18.5 Encounter Data Processing 3-379
3.18.6 Website Access 3-379

3.18.7 Operation Oversight 3-379
3.19 COST CONTAINMENT AND/OR COST AVOIDANCE INITIATIVES 3-380
3.20 LIQUIDATED DAMAGES AND SANCTIONS 3-383
3.21 Company Background/History 3-384
9.4.2 Company Background/History 3-384
Appendix A, Sample Member Handbook 3-391

3. SCOPE OF WORK

3.1 GENERAL

Delta Dental commits to complying with all Nevada Dental Benefits Administrator (DBA) program provisions in RFP Subsection 3.1, General. We describe our approach to meeting the RFP requirements in the sections that follow.

3.1.1 HIGHLY QUALIFIED AND EXPERIENCED VENDOR

3.1.1 The DHCFP intends to contract with highly qualified and experienced vendors, which will administer a DBA program to assist the DHCFP in reaching its goal to provide quality dental care to the targeted populations.

Service, excellence and innovation are the hallmarks of an outstanding health care organization, one that can truly "deliver the goods." In this section and throughout our proposal, Delta Dental clearly demonstrates that we are such an organization – providing world-class customer service, achieving excellence through quality and leveraging our strengths to meet the challenges of tomorrow. Our consistently high recipient retention rate – 97.9% in 2015 – is a clear endorsement of the quality of our service levels.

Delta Dental possesses a wealth of clinical knowledge and expertise. We realize that dental care is continually evolving to reflect new scientific development in preventive, diagnostic and restorative treatments. Our professional staff stay at the forefront of this evolution, not only taking proactive steps to stay abreast of changes in the field but also becoming involved in implementing those changes. In addition to our clinical expertise, Delta Dental is a recognized national leader in cost-effective dental care benefits administration. We have the expertise and experience to implement, operate and administer the Nevada Dental Benefits Administrator (DBA) Program successfully – just as we continue to do for other government sponsored dental plans in other states and for many corporations, large and small, throughout the country. No matter the size of the contract, our commitment is always the same: to increase dental access and educate recipients on the importance of good oral health.

3.1.2 AUTHORIZATION TO OPERATE

3.1.2 Authorization to operate as a certified vendor in the State of Nevada with the projected number of Medicaid and Nevada Check Up recipients by the United States Secretary of Health and Human Services and the Insurance Commissioner of the State of Nevada are conditions precedent to the contract and shall continue as conditions during the term of any contract. The vendor must hold a current certificate of authority from the Nevada State Insurance Commissioner for the applicable contract period and throughout the contract period, or have a written opinion from the Insurance Commissioner that such a certificate is not required. The awarded vendor must provide proof of a valid certificate of authority prior to the contract readiness review.

Delta Dental's current Certificate of Authority from the Nevada State Insurance Commissioner is provided in Exhibit 3.1-1 below. Delta Dental will maintain a valid certificate throughout the applicable contract period.

EXHIBIT 3.1-1, NEVADA STATE INSURANCE COMMISSIONER CERTIFICATE OF AUTHORITY

Amended

Certificate of Authority

STATE OF NEVADA
DEPARTMENT OF BUSINESS & INDUSTRY
DIVISION OF INSURANCE
Carson City, Nevada

Nevada ID #: **203** **(prior number I 0222)**

THE **DELTA DENTAL INSURANCE COMPANY**

Incorporated in the State of **Delaware**

Home office at **Wilmington, Delaware**

having duly qualified, is hereby licensed to transact:

** HEALTH **

insurance business within the State of Nevada until terminated at the request of the insurer or suspended or revoked by the Commissioner of Insurance.

THE GREAT SEAL OF THE STATE OF NEVADA

Dated at Carson City, Nevada this 1st

day of January, 2003

Commissioner of Insurance

3.1.3 ADHERENCE TO ALL AUTHORITIES

3.1.3 The vendor must adhere to all authorities including the Title XIX, Title XXI state plans and amendments, Code of Federal Regulations, and the Medicaid Services Manual.

As a HIPAA-covered entity and a health plan governed by both the HIPAA and HITECH regulations, Delta Dental will adhere to all current HIPAA and HITECH requirements, Title XIX, XXI state plans and amendments, the Code of Federal Regulations and Medicaid Services Manual to maintain the highest quality of service and compliance.

3.1.4 CLARK AND WASHOE COUNTIES

3.1.4 The DHCFP intends to procure dental services for eligible individuals in urban Clark and Washoe Counties. Other services, populations and/or geographic areas may be included in the DBA plan during the course of this contract and are to be considered as covered for this Request for Proposal.

Delta Dental understands that the geographical areas initially included in the DBA plan are the urban Clark and Washoe counties. Delta Dental also acknowledges that the Division of Health Care Finance and Policy (DHCFP) may choose to extend the Nevada DBA plan to other services, populations and/or geographic areas not specifically stated in this RFP. Delta Dental has a significant provider network in Nevada supporting our employer-based and other commercial dental benefit plans, and can leverage our existing networks to quickly scale up to include other services, populations and/or geographic areas that may be included in the Nevada DBA plan.

Delta Dental believes that maintaining a strong and growing dentist network is a critical factor to our ongoing success in offering dental benefit plans to customers. We offer our enrollees access to an array of quality network dentists and specialists in locations nationwide and are always seeking to enhance participation in our networks. The strength of our network is the foundation of our cost savings programs to our clients and our enrollees.

Unlike many other dental insurers who subcontract other payer networks to wrap around or supplement a network, Delta Dental offers our clients an indemnity network consisting of independent dentists which have entered into an agreement with us. All dentists on any Delta Dental network are directly contracted with Delta Dental and are not subcontracted from another source. Delta Dental does not operate these network office locations, as all Delta Dental dentists are in private practice and sign a non-exclusive agreement to become one of our contracting dentists. Delta Dental networks are proprietary and not available for lease by any other entity.

The strength of our networks comes from our ability to:

- ***Operate dual networks covering 80% of dentists nationwide (over 85% in California);***
- ***Provide local PR staff who work with dentists to promote best practices and manage costs based on regional differences;***

- ***Conduct dental office audits of all networks, including preferred provider organization (PPO) networks;***
- ***Contract individually with dentists, requiring dental offices to adhere to Delta Dental policies as well as fees;***
- ***Provide Regional quality assurance practices that allow patients the ability to be screened by a consulting dentist when standard of care issues occur;***
- ***Provide ongoing training and continuing education credits to dentists on a variety of topics and***
- ***Contract PPO dentists on fixed regional schedules so that individual dentists cannot negotiate higher procedural fees resulting in higher costs to recipients and groups.***

3.1.5 Catchment Areas

3.1.5 Medicaid has catchment areas in California, Arizona, Idaho and Utah which are treated the same as in state. Out of state treatment for a recipient is required when there is not a provider in Nevada who is able to provide services to the recipient.

Delta Dental is accustomed to handling so-called "border" providers as though they were in-state through our work with the Utah Medicaid program and the California Medicaid Dental program, Denti-Cal. For example, with the Denti-Cal program, we enroll providers in the border states of Nevada, Oregon and Arizona within certain zip codes designated as border. Potential border providers are located through the use of Geo Access and through new licentiate mailings; once identified Delta Dental invites providers in border areas to join the network. Providers are then enrolled to assist with access to care issues.

Using a setting in our provider management system and provider database, we identify the "catchment" or "border" providers for the Nevada DBA program. This setting is used in conjunction with claims processing and business rules engines to treat the provider the same as an in-state provider.

3.2 VENDOR DUTIES AND RESPONSIBILITIES

Delta Dental commits to complying with all Nevada DBA program vendor duties and responsibilities provisions in RFP Subsection 3.2, Vendor Duties and Responsibilities. We describe our approach to meeting the RFP requirements in the sections that follow.

> *The vendor's senior staff and other key staff as identified by the vendor shall participate in all designated key meetings scheduled by the DHCFP. The purpose of these meetings includes, but is not limited to, contract compliance, the DHCFP auditing functions and responsibilities, access to care, quality, and any other applicable issues concerning administration and management of the contract as well as program and service delivery. The frequency of such meetings may include, at a minimum, monthly teleconferences and/or videoconferences in addition to quarterly on-site meetings. The location of the on-site meetings will be at either the DHCFP administrative offices in Carson City or a site in Las Vegas. It is the sole responsibility of the DHCFP to provide reasonable advanced notice of such meetings, including location, time, date, and agenda items for discussion.*

Delta Dental understands the importance of participating in key meetings scheduled by the DHCFP to address various program issues, including contract compliance, the DHCFP auditing functions and responsibilities, access to care, quality and any other applicable issues concerning administration and management of the contract, as well as program and service delivery. We will attend and actively participate in all such key meetings, when and where we are requested to do so by the DHCFP staff.

Delta Dental works collaboratively with our clients in the execution of all of our contracts. Open, frequent and candid communication regarding all aspects of our performance and the dental program is a hallmark of our approach to our client relationships. We often help our client with insightful ideas and approaches based on our deep dental benefits experience and knowledge. Delta Dental has also played a key role with our current Medicaid program partners in developing positive outcomes for recipients, better access to quality dental care and simplified program administration.

To assist us with open communication of contract challenges, we utilize a project management toolset that includes risk and issue tracking for documentation of implementation and operation problems. These problems are described, mitigated, and continuously updated until final problem resolution. Documentation includes all known information – including a description of the problem encountered, resolution proposed for the problem, projected completion date of problem resolution and current/actual status of problem resolution. Escalation can occur to provide information on the problem or to request problem resolution at a higher level.

3.3 DENTAL SERVICES

Delta Dental commits to complying with all Nevada DBA program dental services provisions in RFP Subsection 3.3, Dental Services. We describe our approach to meeting the RFP requirements in the sections that follow.

These include covered diagnostic, preventive or corrective services and procedures that include treatment of the teeth and associated structures of the oral cavity due to disease, injury or impairment that may affect the oral or general health of the eligible Medicaid recipient up to age 21 years and eligible Nevada Check Up recipients from birth to the 19th year of their birth month. Recipients are also provided emergent and urgent dental care.

Individuals age 21 and over who qualify for full Medicaid benefits receive emergency extractions, palliative care, and may also be eligible to receive prosthetic care (dentures/partials) under certain guidelines and limitations.

Nevada Medicaid offers expanded dental services in addition to the adult dental services for Medicaid-eligible pregnant women.

Except as otherwise provided in this RFP, the vendor's benefits package provided to the DHCFP recipients shall not be less in amount, duration, and scope than those covered services specified in the respective State Plans for Title XIX and XXI programs and the Nevada Medicaid Service Manual Chapter 1000, but may be more than stated therein. Any changes in Title XIX or Title XXI benefit amounts, duration, or scope shall be preceded by a review of impact on capitation amounts.

Each vendor must provide, either directly or through subcontractors, the dental care benefit package, as described in this RFP, to enrolled and eligible recipients to ensure all covered medically necessary dental services covered are available and accessible to them.

The State of Nevada Title XIX and Title XXI State Plans can be accessed on the DHCFP's website at:

http://dhcfp.nv.gov/Resources/AdminSupport/Manuals/Manuals/

Vendor's are able and encouraged to provide value added services in addition to Title XIX and Title XXI State Plans. The vendor shall describe each of the expanded benefits it proposes to offer its recipients by eligible population.

The vendor shall not issue any insurance certificate or evidence of insurance to any Medicaid or Nevada Check Up recipient. Any insurance duty shall be construed to flow to the benefit of the DHCFP and not to the Medicaid or Nevada Check Up enrolled recipient.

3.3.1 GENERAL INFORMATION

3.3.1 General Information

The DBA vendors are required to provide all covered medically necessary dental services with the exception of orthodontic services, which are covered under FFS.

Orthodontic services for eligible managed care recipients are covered under FFS pursuant to MSM Chapter 1000. The vendor is responsible for ensuring referral and the coordination of care for orthodontic services, pursuant to this RFP.

The Dental vendor must ensure that enrollees who are receiving orthodontic services are also receiving all medically necessary dental services covered in the dental care benefit package.

The Dental Vendor's are not responsible for any services provided by an Orthodontist but must ensure coordination of care between a participant's Orthodontist and primary dental provider.

The Dental vendor as applicable will be required to conduct EPSDT screenings of its recipients under the age of twenty-one (21) years at six (6) month intervals to recipients of orthodontic services. The screening must meet the EPSDT requirements found in the MSM Chapter 1500; as well as 1902(a)(43), 1905(a)(4)(B), and 1905(r) of the Social Security Act, and 42 CFR 441.50 through 441.62. The vendor must conduct all interperiodic screening on behalf of recipients, as defined in MSM Chapter 1500.

To meet contract requirements, ensure compliance with Early and Periodic Screening, Diagnosis and Treatment (EPSDT) requirements and encourage the use of preventive and restorative dental services in this age group, Delta Dental will complete the following tasks for this contract:

- ***Include the American Academy of Pediatric Dentistry's (AAPD) periodicity schedule in educational materials for initial distribution, and annually thereafter, to parents of children under 21 years of age who are eligible to receive dental services through the Nevada DBA program;***
- ***Provide the AAPD's periodicity schedule to all contracted primary care dentists upon initiation of contract with Delta Dental and annually thereafter;***
- ***Maintain a system for monitoring compliance with the AAPD periodicity schedule through Delta Dental's QAIP processes;***
- ***Provide information to recipients and providers on dental care benefits and how to access care through member and provider orientation materials, the member handbook and the provider manual and***

- ***When medically necessary, we will provide the following services for children under the age of 21:***
  - ***Emergency, preventive, diagnostic, and treatment services;***
  - ***Semi-annual cleaning, fluoride treatment and examination;***
  - ***Pit and fissure sealants for the occlusal surfaces of posterior permanent teeth that are without decay;***
  - ***Referral and coordination of care for orthodontic services;***
  - ***Oral health assessment by an EPSDT-certified provider and, if determined medically necessary, the application of fluoride varnish for children age nine months through three years;***
  - ***General anesthesia during dental procedures, when it is medically necessary and***
  - ***Fluoride varnish.***

Orthodontic Services

As stated in MSM Chapter 1000, orthodontic services for eligible managed care recipients are covered under fee-for-service (FFS). Delta Dental will be responsible for ensuring referral and the coordination of care for orthodontic services, pursuant to this RFP.

We commit to ensuring that enrollees who are receiving orthodontic services are also receiving all medically necessary dental services covered in the dental care benefit package.

While Delta Dental is not responsible for any services provided by an orthodontist, we will ensure the coordination of care between a recipient's orthodontist and their primary dental provider.

Furnish Services (42 CFR 440.230)

3.3.1.1 The vendor must furnish services in the same amount, duration and scope as services furnished to recipients under fee-for-service Medicaid as set forth in 42 CFR 440.230, which states that the vendor:

A. Must ensure the services are sufficient in amount, duration, and scope to reasonably be expected to achieve the purpose for which the services are furnished;

B. May not arbitrarily deny or reduce the amount, duration, or scope of a required service solely because of diagnosis, type of illness, or condition of the recipient; and

C. May place appropriate limits on a service on the basis of criteria applied under the Title XIX and Title XXI State plans, such as medical necessity, or for the purpose of utilization control, provided the services furnished can reasonably be expected to achieve their purpose.

Delta Dental commits to the following, as found in 42 CFR 440.230:

- ***We will ensure the services are sufficient in amount, duration, and scope to reasonably be expected to achieve the purpose for which the services are furnished;***
- ***We will not arbitrarily deny or reduce the amount, duration, or scope of a required service solely because of diagnosis, type of illness, or condition of the recipient and***
- ***We may place appropriate limits on a service on the basis of criteria applied under the Title XIX and Title XXI State plans, such as medical necessity, or for the purpose of utilization control, provided the services furnished can reasonably be expected to achieve their purpose.***

Medically Necessary Services

3.3.1.2 Must specify what constitutes "medically necessary services" to the extent to which the vendor is responsible for covering services related to the prevention, diagnosis and treatment of oral health impairments; the ability to achieve age appropriate growth and development; and the ability to attain, maintain, or regain functional capacity in a manner that is no more restrictive than that used in the State Medicaid and CHIP programs as indicated in State statutes and regulations, the Title XIX and Title XXI State Plans, and other State policy and procedures, including the Medicaid Services Manual (MSM).

Delta Dental is committed to providing dental plans and programs to allow our members to achieve optimal oral health. Benefits for procedures are based upon generally accepted standards of care. Processing policies and guidelines for claim adjudication are written specific to each procedure. These policies provide consultants with written guidelines to determine whether services are necessary or appropriate. In general, services to eradicate disease and restore the oral cavity to a healthy state of function would be considered dentally necessary and appropriate.

Delta Dental acknowledges that new procedures and techniques are continually becoming available to the dental industry. In order for a new technique to be considered for coverage, there must be scientific evidence of its effectiveness and safety. The health benefits of the new product or technique must outweigh any negative consequences. The Dental Policy committee acts as an advisor to the Board of Directors on new products, techniques and scientific evidence that may direct changes to benefit coverage.

Delta Dental's Utilization Management internal guidelines for determining medical necessity, appropriateness and timeliness of dental care reflect the following:

- ***Dental policy recommendations from the Delta Dental Plans Association Policy committee;***
- ***Guidelines adopted by Delta Dental's Policy committee and Utilization committee and***
- ***National guidelines, best practices and standards identified by professional organizations such as the American Dental Association (ADA), National Committee for Quality Assurance, American Association of Endodontists, American Academy of***

Periodontology, American Association of Pediatric Dentistry and American Association of Oral and Maxillofacial Surgeons.

Delta Dental recognizes that the guidelines set by professional organizations and specialty groups are not intended to be comprehensive instructions for treatment. We apply the information obtained from those entities to assist us in assessing treatment options and techniques that reflect current generally accepted standards of care.

Delta Dental's written clinical criteria are described in the Provider Handbook as well as internal staff policies and procedures documentation. Consideration is given to individual patient needs and clinical circumstances. Utilization Management decision making is based only on appropriateness of care and service and existence of coverage. Delta Dental does not reward its dental consultants or other individuals for issuing denials of coverage or care. There are no financial incentives for dental consultants or other Utilization Management staff to encourage decisions that result in underutilization.

Delta Dental reviews and updates or modifies clinical review guidelines on an annual basis and in association with the release of updates to the ADA's Current Dental Terminology (CDT). During this process, the Utilization Management committee/Quality Management and Policy Oversight committee reviews updates to guidelines as published by professional organizations and the specialty groups mentioned above.

Delta Dental uses clinical review criteria developed from multiple sources including but not limited to:

- ***Input from the Delta Dental Plans Association Policy committee;***
- ***Published standards by recognized dental professional organizations, including annual changes made by the American Dental Association to the Code on Dental Procedures and Nomenclature ("CDT Code");***
- ***Input from professional organizations, dental schools and individual practicing dentists;***
- ***Input from our dental consultants and Dental Director and***
- ***Appropriate Peer reviewed dental literature.***

Authorization Requirements

3.3.1.3 The vendor can utilize different authorization requirements than what is used by the State, as long as they are not more restrictive.

A. Must, for itself and its subcontractors, have in place and follow, written policies and procedures for the processing of requests for initial and continuing authorizations of services.

B. The vendor must have in effect mechanisms to ensure consistent application of review criteria for authorization decisions and consult with the requesting and/or servicing provider, when necessary.

C. The vendor shall monitor prior authorization requests. The DHCFP, at its sole discretion, may require removal of the prior authorization requirement

based on reported approval percentage rates, to align prior authorization procedures across delivery entities, and if determined necessary for the proper administration of the Medicaid program.

D. Any decision made by the vendor to deny a service authorization request or to authorize a service in an amount, duration, or scope that is less than requested, must be made by a dental professional who has appropriate clinical expertise in treating the recipient's condition or disease.

E. The vendor shall coordinate prior authorizations and edit patterns with those used in the FFS program.

Delta Dental has worked cooperatively with our other state Medicaid partners to establish prior authorization policies for basic, major and specialty care based on our clinical expertise and over half a century of dental services experience. As a dental plan administrator, we take into account the clinical need for special controls, dentist practices in the region, indicators of over-utilization from our QM program and other factors that indicate there is a need to exercise an additional level of control. We do not require prior authorization for emergency dental services, whether rendered by a network or non-network dentist. Delta Dental will review these policies with the DHCFP after contract award and can modify them, as needed, to meet unique DHCFP requirements.

Prior authorization requests for dental services are reviewed by our consultants. The dental consultant, who is a licensed dentist, will authorize, modify, pend or deny a request or claim based on the recipient's benefit coverage. Our standard is to process non-emergency prior authorization requests within 14 days; however, our average turnaround time is less than 10 days.

Delta Dental pends an authorization request only if we have not received all information reasonably necessary to make a decision to approve, modify or deny the request. Upon receipt of all information reasonably necessary and requested, we approve, modify or deny within the time frame specified above for the type of review being performed.

If a provider chooses to have a proposed treatment plan pre-authorized, the following provisions relating to prior authorization are applicable:

- ***Services must be performed during the valid authorization period;***
- ***The patient must be eligible during the month in which procedure is actually performed.***

Prior authorizations are not transferable from one dental office to another. If, for some reason, a provider in the dental office that received authorization is unable to complete the service, a provider from a different dental office cannot perform the service until a new treatment plan is authorized under his or her own provider number. To expedite processing of a prior authorization when the new provider is not in the same dental office as the provider who received the original authorization, the new provider must submit a new prior authorization request with an attached statement from the member indicating a change of provider.

We fully understand the DHCFP criteria related to prior authorizations, and any modifications to the State's current processes will not be more restrictive.

Moral or Religious Exclusions

3.3.1.4 If the vendor elects not to provide, reimburse for or provide coverage of, a counseling or referral service because of an objection on moral or religious grounds, the vendor must furnish information about the services it does not cover to the DHCFP with its application for a Medicaid contract and whenever it adopts such a policy during the term of the contract.

Delta Dental has no objections on moral or religious grounds to providing coverage for the dental services included in the Nevada DBA program.

Primary Dental Provider

3.3.1.5 Must allow each recipient to choose his or her dental care professional, including the Primary Dental Provider (PDP) to the extent possible and appropriate.

A. Recipients will have an individual dentist, a clinic or a FQHC assigned as their PDP.

B. Vendor must allow for continued use of a recipient's provider(s) until the recipient can be transferred to an appropriate network provider(s).

The dental home concept increases the opportunity for good long-term oral health by creating an ongoing relationship among recipients, their families and a primary dental provider (PDP), usually a general or pediatric dentist. Delta Dental's customized network for the program will provide sufficient dental primary care and specialty providers to accommodate the needs of program recipients throughout the state. Delta Dental's systems have been designed to perform the functions necessary to manage dental home programs such as the Nevada DBA program, including:

- ***Assisting newly enrolled recipients to select a PDP from network providers located in their geographic area;***
- ***Assigning newly enrolled recipients who have not selected a PDP to a network provider within five days, taking into consideration geographic, language and cultural factors and historical usage;***
- ***Matching members of a household with the same PDP***
- ***Enabling recipients to change their PDP on request and***
- ***Allowing recipients continued use of a provider until the recipient can be transferred to an appropriate network provider.***

Appropriate, Sufficient Network

3.3.1.6 Must maintain and monitor a network of appropriate providers that is supported by written agreements and is sufficient to provide adequate access to all services covered under the contract for all eligible recipients enrolled in the vendor's plan. In establishing and maintaining the network, the vendor must consider the following:

A. The anticipated DHCFP recipient DBA enrollment;

B. The numbers of network providers who currently are and are not accepting new Medicaid and Nevada Check Up recipients;

C. The expected utilization of services including a description of the utilization management software or other process used by the plan, taking into consideration the characteristics and dental care needs of specific Medicaid and Nevada Check Up populations;

D. The numbers and types of providers required to furnish the contracted Medicaid covered services; and

E. The geographic location of providers and enrolled recipients, considering distance, travel time, the means of transportation ordinarily used by recipients, and whether the location provides physical access for recipients with disabilities. Primary Care Provider (PCP) or Primary Care Site may not be more than 25 miles from the enrolled place of residence without the written request of the recipient.

Delta Dental is currently in the process of recruiting and contracting a network that meets all the requirements described. All providers will sign a government programs contract. The minimum size of the network is determined and contracted based on the number of members in any geographic area and is consistent with ratio and geographic requirements. GeoAccess maps are run periodically to ensure members have sufficient access. In areas where the network is determined to be insufficient, our Nevada based Provider Relations (PR) representatives are tasked with ensuring any defined gap is filled/resolved. We commit to providing a network that exceeds the program's current provider network size.

Delta Dental regards our dental networks as critical to the success of our dental plans and programs. Key features of our approach to network management include:

- ***Our commitment to provide meaningful benefits to network providers;***
- ***The investment we make in maintaining a relationship with each dentist through our Provider Network Development and Maintenance staff members, who make on-site visits and provide ongoing support to dentists and their office staff;***

- ***Our success in minimizing administrative burdens that are often barriers to dentist participation in Medicaid and other government dental programs and***
- ***Building relationships with rural clinics that offer dental services, including federally qualified health centers (FQHCs), rural health clinics (RHCs) and American Indian Nation health clinics to extend access for recipients near those facilities.***

This proven approach not only enhances the stability of our provider network, but it also furnishes recipients with timely, convenient access to high-quality dental care and the ability to establish productive relationships with their dentists for uninterrupted continuity of care. Delta Dental has applied this approach to network development and maintenance for the following Medicaid, Children's Health Insurance Program (CHIP) and regional publicly funded dental programs:

- ***Denti-Cal with 16,000 providers serving more than 13 million children and adults;***
- ***Healthy Families with 9,189 providers serving 338,000 children;***
- ***Florida Healthy Kids with 1,500 providers serving 80,000 children;***
- ***Texas Medicaid and CHIP with 4,791 providers serving 537,000 children;***
- ***Utah Medicaid Dental Services with an initial complement of 914 dental providers serving 54,000 children and adults;***
- ***Four regional publicly funded dental programs in California with provider networks ranging from several dozens to several hundred dental providers serving programs covering approximately 1,800 children and adults and***
- ***A regional publicly funded dental program in Texas with 127 providers serving 3,859 children.***

Out of Network Services

3.3.1.7 Must cover services out of network for the recipient adequately and timely for as long as the vendor is unable to provide them. If the network is unable to provide necessary services covered under the contract to a particular recipient, the vendor must negotiate a contract and determine the rate or pay no more than the FFS rate. Must exhaust all out of network providers located within 25 miles of the recipient's address before contracting with out of network providers located over 25 miles from recipient's address.

Delta Dental has established procedures to ensure that recipients have timely access to an out-of-network dentist when covered services are not available from a network dentist. The most common need for out-of-network services occurs during emergencies or travel outside the recipient's normal service area. Unusual circumstances can also necessitate the use of a non-network dentist for non-emergency care within the recipient's usual service area. Delta Dental's network for the Nevada DBA program will provide broad coverage in every dental specialty field, but we also plan for that infrequent situation in which a recipient's dental condition or health status requires a highly specialized provider – one who is not participating in the network – to render the most appropriate care. Delta's extensive commercial network in NV will provide great assistance in ensuring out-of-network services can be provided, if a network provider is unavailable.

Primary care dentists participating in the Nevada DBA program network are required by contract to maintain a referral process to another dentist whenever the primary care dentist is unavailable (e.g., on vacation or after business hours). During business hours, the dentist's staff will communicate this information to the recipient; after business hours, this information is communicated via a recorded message on the dentist's business number or through an answering service. Our Call Center staff can also assist recipients with obtaining referral information if the recipient calls the toll-free number shown on his or her member identification card, on the website or in the member handbook. Each primary care dentist's referral arrangement is required to be submitted to Delta Dental for pre-approval and requires a non-network referral dentist to adhere to Nevada DBA program requirements, including no out-of-pocket expense to the recipient.

In other instances, where care by a non-network dentist may be indicated, the primary care or specialist dentist will contact Delta Dental to arrange for the necessary service. A recipient could also initiate the request, in which case Delta Dental would contact the primary care dentist, as appropriate, to obtain clinical information. Based on the recipient's dental information, Delta Dental's case management staff will work with the recipient and primary care or specialist dentist to make arrangements to obtain care from a qualified non-network dentist if there is concurrence that an appropriate network dentist is unavailable within the recipient's service area. Our case management team will identify one or more non-network dentists (whose locations are in closest proximity to the recipient) who offer the appropriate services, are in good standing with licensing agencies, and agree to bill Delta Dental directly. Case management staff will follow the recipient's progress and continuation of care to transition the recipient to appropriate care within the network as soon as the necessary services are completed.

Delta Dental network providers receive training and materials that cover the policies and procedures related to out-of-network dental services for Nevada DBA program recipients. Our Provider Relations and Call Center staff members are also available to assist network and non-network dentists with obtaining authorization and coordinating care when necessary services are not available to a recipient within our panel of network dentists. Our network management team monitors out-of-network activity for patterns of use, and we take action to recruit additional providers into the network whenever warranted

If there is a situation where the network is unable to provide necessary services covered under the contract to a particular recipient, we will negotiate a contract and determine the rate or pay no more than the FFS rate. We will exhaust all out-of-network providers located within 25 miles of the recipient's address before contracting with out-of-network providers located over 25 miles from the recipient's address.

Second Opinion

3.3.1.8 Must provide for a second opinion from a qualified health care professional within the network, or arrange for the recipient to obtain one outside of the network, at no cost to the recipient.

Delta Dental plan policies include providing for a second opinion from a qualified health care professional with the network, or arranging for the recipient to obtain one outside of the network, at no cost to the recipient. Our Call Center Customer Service Representatives (CSRs) are able to assist recipients with arranging for second opinions. This information is also included in the member handbook.

Out of Network Payment Coordination

3.3.1.9 Must coordinate with out of network providers with respect to payment.

Delta Dental's staff will work together to ensure that a recipient does not incur any out-of-pocket expense as the result of treatment by a non-network provider. In these instances, providers are directed to bill Delta Dental directly.

Out-of-network services coordination is provided by our local PR representatives.

Network Providers Hours of Operation

3.3.1.10 Must ensure that the network providers offer hours of operation that are no less than the hours of operation offered to commercial recipients or comparable to Medicaid FFS, if the provider services only Medicaid recipients pursuant to 42 CFR 438.206; must meet and require its providers to meet State standards for timely access to care and services, taking into account the urgency of the need for services;

All of our network providers will offer hours of operation that are no less than the hours of operation offered to commercial recipients or comparable to Medicaid FFS, if the provider services only Medicaid recipients. Our providers are required to meet State of Nevada standards for timely access to care and services, taking into the account the urgency of the need for services.

Page: 16
Our current provider agreement includes this provision. Additionally, our providers are coached during office visits and trained during provider seminars, that they are to provide similar care, treatment and services to members of Medicaid programs as they do for their commercial patients.

Emergency Coverage

3.3.1.11 Must provide emergency coverage twenty-four (24) hours per day, seven (7) days per week. The vendor must have written policies and procedures describing how recipients can obtain urgent coverage and emergency services after business hours and on weekends. Policies and

procedures must include provision of direct contact with qualified dental professionals. Participants should be given the option to speak with a qualified dental professional during an emergency to advise and direct recipients to the correct service location which may include the local emergency departments or dental offices. Urgent coverage means those problems which, though not life-threatening, could result in serious injury or disability unless dental attention is received. Urgent care may be provided directly by the primary care dentist or directed by the DBA plan through other arrangements. Care coordination services should also be in place to monitor recipient utilization of emergency dental services, ensure recipients have properly addressed chief complaint and provide report metrics to the DHCFP.

Recipients who call the toll-free Call Center number after normal business hours and on State-approved holidays receive a recorded message informing them of the times during which a CSR is available, what to do in case of an emergency and what services (e.g., enrollment information and available benefits) are available through our 24/7 IVR system.

Live assistance is available any time after normal Call Center business hours – including nights, weekends and holidays – through our after-hours health care call center vendor. Services through that vendor are available in English and Spanish, and their representatives can access our language services vendor for interpretive services in other languages. They can also access our on-line provider directory and, as needed, refer the caller to a provider. The vendor then e-mails Delta Dental so we can contact the recipient the next business day to make sure the issue was addressed to the recipient's satisfaction.

Our provider agreements include language about providing emergency services, as well as coverage if the provider is unavailable due to vacation or illness.

Following contract award, Delta Dental will make our written After-Hours and Emergency Services policy available to DHMH for review. We will make revisions to the policy as needed to ensure that it meets the DHCFP's approval prior to the Go-Live date.

Cultural Competency

3.3.1.12 The vendor must participate in State and federal efforts to promote the delivery of services in a culturally competent manner to all recipients, including those with limited English proficiency and diverse cultural and ethnic backgrounds pursuant to MSM Chapter 100. For the purposes of this RFP, the State has identified the prevalent non-English language in Nevada to be Spanish. The BBA Regulations: Title 42 of the Code of Federal Regulations (42 C.F.R.) 438.206(c) (2), and the DHCFP requires that vendors offer accessible and high quality services in a culturally competent manner.

Delta Dental places a high priority on cultural competency training to ensure that all members – regardless of culture, ethnicity, language, literacy level, religion or disability – receive the same high- quality level of services. Our well-established cultural competency program meets Delta Dental's corporate commitment to excellence in this area.

For the Nevada DBA program, we will focus our efforts on the following activities:

- ***We will update our Cultural Competency Plan, which details the methods we use to serve people with varying cultural, ethnic and religious backgrounds, as well as those members who have disabilities and/or language or literacy barriers that impede their access to dental services.***
- ***In conjunction with updating the Cultural Competency Plan, we will review all applicable processes and procedures to confirm that members with limited English proficiency are effectively informed and can have meaningful access (both orally and in writing) to programs, benefits and activities in their primary language.***
- ***We will identify network providers who may be having difficulty serving members in a culturally competent manner and develop intervention strategies to prevent service delivery disparities.***

Delta Dental's written Nevada DBA program member materials, including the website, educational materials and correspondence, will be culturally competent and available in languages other than English, including Spanish and, to exceed RFP requirements, in any other languages spoken by 5% or more of Delta Dental's total program recipients, and will comply with federal Title XXI regulations. Materials will be prepared at or below an eighth-grade reading level as measured by the Flesch-Kincaid readability index. Our Call Center phone number is included in the member handbook as well as on the recipient's ID card.

Delta Dental recognizes that Medicaid and CHIP recipients have the right to quality health care regardless of their age, sex, ethnicity, religion, disabilities or ability to understand the English language. We help limited English proficiency (LEP), hearing-impaired and sight-impaired recipients obtain the best, most appropriate dental care possible through our well-established cultural competency plan that encourages culturally competent contact between recipients and providers, staff recruitment and training, translation services, and the development of appropriate health education materials.

We have three comprehensive enterprise-wide linguistic accessibility policies: "Language Assistance Program," "Language Assistance Program – Network Provider Services" and "Language Assistance Program – Translation of Delta Dental Documents." Collectively, these three policies address the following functions:

- ***Assessing the need for language assistance in each dental plan/program;***
- ***Providing language assistance services to LEP individuals;***
- ***Communicating about language assistance services to internal staff and plan/program providers, recipients and stakeholders;***
- ***Coordinating the interaction of providers in support of the provision of language assistance services;***
- ***Training internal staff on cultural diversity, cultural competency, effective interaction with individuals needing assistance, and procedures for obtaining assistance;***

- ***Monitoring and evaluating compliance with the language assistance program and modifying it as appropriate;***
- ***Developing the organizational infrastructure to provide language assistance services;***
- ***Translating documents to support language assistance services and***
- ***Applying language assistance requirements to Delta Dental dental plans/programs as appropriate and in compliance with applicable laws and regulations.***

Staff Recruitment and Training

Delta Dental recruits staff whose experience and skills best meet each position's specific requirements. For example, we look for staff who are bilingual in English and Spanish to help meet the needs of Spanish-speaking recipients in our California Medicaid Dental Program (Denti-Cal). All Delta Dental staff learn about language assistance services through cultural competency training, which is required upon hire and annually thereafter. The training addresses the processes and procedures to help program recipients access services and, in addition, emphasizes the right of recipients to receive interpretive and translation services upon request and at no charge to them. Staff assigned to the Nevada DBA programs will also receive contract-specific training on cultural competency and linguistic access.

Oral Interpretation Services

Delta Dental offers the following oral interpretation services:

- ***Bilingual and Multilingual Interpreting Services – Our Call Center staff include representatives who are bilingual in English and Spanish. For communicating with recipients in languages other than English and Spanish, we use Language Line Services, Inc., a vendor that provides instant two-way interpretation for most spoken languages. To access the service, a Call Center representative calls the toll-free Language Line number and requests the desired language. A three-way call is then established among the caller, the interpreter and the Call Center representative.***
- ***Sign Language Services – We offer hearing-impaired recipients the services of American Sign Language (ASL) interpreters through a telecommunications video relay service and/or video remote interpreter that supports communication via video desktop, live Internet and mobile devices. If a recipient needs ASL interpreting services at a dental appointment, we document the request using an ASL Interpreter Request form and make arrangements for the interpreter to be at the dental office at the scheduled time. We ask the recipient for 24-hour advance notice if he or she needs to cancel the dental appointment.***
- ***711 Service – Accommodations for visually impaired and blind recipients are available by calling 711, the Telecommunications Relay Service.***

Written Translation Services

All recipient educational materials and other vital documents – such as complaint forms, notices of action, grievance/administrative hearing information, and outreach materials – will be available to Nevada DBA recipients in English and any prevalent non-English languages as determined by the DHCFP. If the DHCFP identifies any other prevalent

languages (typically defined as a language spoken by more than 5% of recipients in a designated geographic area), we will have recipient materials translated into those languages by an approved translation vendor.

Delta Dental recognizes that the readability of recipient materials affects his or her success in understanding not only the dental program's benefits and rules, but also the importance of routine dental care. Factors influencing recipient comprehension of and interest in reading materials include, but are not limited to, print legibility, type size, word complexity and sentence complexity. For the Nevada contract, we will develop recipient informational and educational materials at no higher than an eighth-grade reading level and in an appealing, conversational tone with culturally, linguistically and age-appropriate language, phrases and examples.

For more information on Delta Dental's approach to ensuring access to interpretative and translation services, see Proposal Section 3.5, Recipient Services.

Provider Training

To determine whether our provider network is serving diverse population groups in a culturally competent manner, Delta Dental QA staff carefully review all member complaints to identify issues that may indicate the need for a provider to receive cultural competency training. In addition, CSRs and provider relations representatives may have interactions with providers that result in recommendations for such training.

If we identify a provider who is having difficulty meeting cultural competency standards and we determine that intervention is appropriate, a provider relations representative can offer one-on-one counseling at the provider's office. We will make all of our cultural competency resources available to that provider – doing whatever it takes to help him or her meet required cultural competency standards and participate successfully in the network.

Cultural competency training options available to all providers include the following:

- ***Cultural competency workshops are routinely offered to all interested providers. Our experience has been that many providers attend and benefit from these workshops.***
- ***Providers are encouraged to take advantage of our cultural competency training resources. For example, Delta Dental offered on-line cultural competency training on our Texas CHIP Dental Services Program website and proposes to include this same training for our Medicaid providers. On-line training gives providers the flexibility to schedule self-directed classes to accommodate their schedules.***
- ***The provider enrollment packet includes educational materials on cultural competency, as well as bilingual glossaries of dental terminology. Delta Dental ensures that all providers have free access to Language Line, and we make interpreters available to providers on request.***
- ***We include cultural competency guidelines and/or resources in new provider orientations, the provider training program, provider bulletins and newsletters and the Provider Manual.***

Delta Dental's local PR representative works with providers to ensure they have CMS materials for the purpose of member education. Delta Dental includes cultural sensitivity and cultural diversity training in our provider handbook and training seminars.

3.3.2 VENDOR COVERED SERVICES

3.3.2 Vendor Covered Services

3.3.2.1 At a minimum the vendor must provide directly or by subcontract, all covered medically necessary dental services as defined in MSM Chapter 1000 – Dental with the exception of Orthodontic Services. Provider types and services shall include but not limited to the following:

A. General Dentists
B. Pediatric Dentists
C. Oral Surgeon
D. Oral and Maxillofacial Surgeon
E. Endodontists
F. Periodontists
G. Prostodontists
H. Dental Hygienists

The vendor shall ensure that pediatric dental services are provided as medically necessary to children under the age of 21, in accordance with EPSDT federal regulations as described in 42 CFR Part 441, Subpart B, and the Omnibus Budget Reconciliation Act of 1989, whether or not such services are covered under the DHCFP's state plan and without regard to any service limits otherwise established in this RFP. This requirement shall be met by either direct provision of the service by the vendor or by referral in accordance with 42 CFR 441.61. Pediatric dental utilization shall be in accordance with The American Academy of Pediatric Dentistry (AAPD) recommendations regarding the periodicity of professional dental services for children, and EPSDT guideline for dental.

Delta Dental provides all covered, medically necessary dental services as defined in MSM Chapter 1000–Dental, excepting Orthodontic Services, by subcontracts with both network and out-of-network dental providers. Delta Dental's Nevada DBA program network will include, but will not be limited to these dental provider types and services:

A. General Dentists
B. Pediatric Dentists
C. Oral Surgeon
D. Oral and Maxillofacial Surgeon
E. Endodontists
F. Periodontists
G. Prosthodontists
H. Dental Hygienists

Delta Dental's network provider training and education program will emphasize the role of the primary dental provider (PDP) to ensure that dentists fulfill their critical role in child dental care. PDPs are charged with promoting routine visits for preventive care and screenings in accordance with the American Academy of Pediatric Dentistry (AAPD) and Early and Periodic Screening, Diagnosis and Treatment (EPSDT) guidelines and recommendations for children. Periodicity of examination, preventive services and treatment of oral conditions will be in accordance with EPSDT regulations described in 42 CFR Part 441, Subpart B and the Omnibus Budget Reconciliation Act of 1989.

To reinforce our educational program, we will also implement a pediatric dental care tracking system to monitor and ensure provider compliance with AAPD recommendations. This process will be managed as part of our utilization review and quality assurance and improvement processes.

Limited Medically Necessary Services

3.3.2.2 Limited medically necessary emergency extractions and palliative care for adults over the age of 21 to include dentures/partial dentures under certain guidelines and limitations as defined in MSM Chapter 1000 Dental.

Delta Dental will cover limited medically necessary emergency extractions and palliative care for adults (over the age of 21), including dentures and/or partial dentures under certain guidelines and limitations, as defined in MSM Chapter 1000–Dental.

Expanded Dental Services for Pregnant Women

3.3.2.3 Offer expanded dental services in addition to the adult services for Medicaid-eligible pregnant women for periodontal scaling and root planning, to reduce the risk of pregnancy related gingivitis, as well as treatment of inflamed gums around third molars during the pregnancy as defined in MSM Chapter 1000 Dental.

In addition to covered adult dental services, Delta Dental will offer expanded dental services to Medicaid-eligible pregnant women for periodontal scaling and root planing to reduce the risk of pregnancy related gingivitis. Delta Dental will also offer treatment of inflamed gums around third molars during pregnancy, as defined in MSM Chapter 1000 – Dental.

General Anesthesia or Intravenous Sedation

3.3.2.4 The vendor must coordinate with the MCO in obtaining access to facilities and physician services that are necessary to support the dental provider who is providing dental services to a Medicaid or CHIP member under general anesthesia or intravenous (IV) sedation.

Delta Dental's case management team will coordinate recipient dental care requiring general anesthesia or sedation when necessary. If a recipient's physical or mental condition makes sedation or anesthesia a prerequisite to dental treatment and we determine – in conjunction with the provider – that safe delivery of the dental procedure can best be ensured in a facility, such as an ambulatory surgical setting, our case management team will work with the recipient's managed care organization (MCO) to obtain access to the appropriate contracted facility and physician services.

Non-Emergency Transportation (NET)

3.3.2.5 Non-Emergency Transportation (NET)

The DHCFP contracts with a NET Broker who authorizes and arranges for all covered medically necessary non-emergency transportation. The vendor and its subcontractors shall coordinate with the NET Broker, if necessary, to ensure NET services are secured on behalf of enrolled recipients. The vendor and its subcontractors must also verify dental appointments upon request by the DHCFP or the NET Broker.

Problems with transportation may make it difficult for recipients to keep appointments. If a recipient calls to request assistance making a dental appointment, Delta Dental's Recipient Services Department CSR is trained to ask if the receipient needs other types of assistance such as transportation to and from the appointment. If so, the CSR can coordinate with the DHCFP's Non-Emergency Transportation (NET) broker to secure medically necessary non-emergency transporation to obtain dental services. Both Recipient Services and Provider Services CSRs will be trained to coordinate with the NET broker for medically necessary non-mergency transportation. Delta Dental's CSRs will also verify dental appointments upon request by the DHCFP or the NET broker.

Orthodontic Services

3.3.2.6 Orthodontic services for eligible managed care recipients are covered under FFS pursuant to MSM Chapter 1000. The vendor is responsible for ensuring referral and coordination of care for orthodontic services, pursuant to this RFP and for management of EPSDT services at six (6) month intervals for recipients of orthodontic services.

Delta Dental's case management team coordinates care for members. Our case management team works with providers to ensure referral and coordination of care for orthodontic services and for management of EPSDT services at six month intervals for recipients of orthodontic services.

3.3.3 EPSDT Services (Medicaid) & Well Baby/Child Services (Nevada Check Up)

3.3.3 EPSDT Services (Medicaid) & Well Baby/Child Services (Nevada Check Up)

Oral Examination Component of EPSDT Screenings

3.3.3.1 The vendor as applicable will be required to conduct the oral examination component of EPSDT screenings for its recipients under the age of twenty-one (21) years. The screening must meet the EPSDT requirements found in the MSM Chapter 1500; as well as 1902(a)(43), 1905(a)(4)(B), and 1905(r) of the Social Security Act, and 42 CFR 441.50 through 441.63. The vendor must conduct all interperiodic screening on behalf of recipients, as defined in MSM Chapter 1500.

Through the EPSDT benefits, individuals under the age of 21, receive comprehensive dental care such as periodic and routine dental services needed for restoration of teeth, prevention, and maintenance of dental health.

To meet contract requirements, ensure compliance with Early and Periodic Screening, Diagnosis and Treatment (EPSDT) requirements and encourage the use of preventive and restorative dental services in this age group, Delta Dental will complete the following tasks for this contract:

- ***Include the American Academy of Pediatric Dentistry's (AAPD) periodicity schedule in educational materials for initial distribution, and annually thereafter, to parents of children under 21 years of age who are eligible to receive dental services through the Nevada DBA program;***
- ***Provide the AAPD's periodicity schedule to all contracted primary care dentists upon initiation of contract with Delta Dental and annually thereafter;***
- ***Maintain a system for monitoring compliance with the AAPD periodicity schedule through Delta Dental's Internal Quality Assurance Programs (IQAP) processes;***
- ***Provide information to recipients and providers on dental care benefits and how to access care through member and provider orientation materials, the member handbook and the provider manual and***
- ***We will ensure the provision of the following services for children under the age of 21:***
  - ***Emergency, preventive, diagnostic, and treatment services;***
  - ***Semi-annual cleaning, fluoride treatment and examination;***
  - ***Pit and fissure sealants for the occlusal surfaces of posterior permanent teeth that are without decay;***
  - ***Orthodontic care that meets the requirements outlined in MSM Chapter 1000;***
  - ***Oral health assessment by an EPSDT-certified provider and, if determined medically necessary, the application of fluoride varnish for children age nine months through three years;***
  - ***General anesthesia during dental procedures, when it is medically necessary and***
  - ***Fluoride varnish.***

All medically necessary diagnostic, preventive, restorative, surgical, endodontic, periodontics, emergency, and adjunctive dental services will be provided to children under 21 years of age in accordance with this RFP. Periodicity of examination, preventive services and treatment of oral conditions will be in accordance with EPSDT requirements found in the MSM Chapter 1500; as well as 1902(a)(43), 1905(a)(4)(B), and 1905(r) of the Social Security Act, and 42 CFR 441.50 through 441.63.

Medically Necessary Screening, Diagnostic and Treatment Services

3.3.3.2 Medically necessary screening, diagnostic and treatment services identified in an EPSDT periodic or interperiodic screening must be provided to all eligible Medicaid children under the age of 21 years if the service is listed in 42 U.S.C. § 1396 d(a). For Title XIX children, the vendor is responsible for reimbursement of all medically necessary dental services under EPSDT whether or not the service is in the Medicaid State Plan. The vendor is responsible for the coordination of care in order to ensure all medically necessary coverage is being provided under EPSDT.

Delta Dental understands that medically necessary screening, diagnostic and treatment services identified in an EPSDT periodic or interperiodic screening must be provided to all eligible Medicaid children under the age of 21 years if the service is listed in 42 U.S.C. § 1396 d(a). Delta Dental also acknowledges responsibility for administering the DHCFP's dental program benefits for Title XIX Medicaid members and Title XXI children to include coordination, management and reimbursement of such dental services. Medically necessary dental services under EPSDT would be provided whether or not the services are included in the Medicaid State Plan.

A national leader in cost-effective dental benefits administration, Delta Dental is well-positioned to deliver all contractual services in a manner that fully supports the State of Nevada's ongoing efforts to improve the oral health of its underserved children. We have always maintained a special focus on children's dental health care and, as a result, we possess unparalleled experience and expertise in providing pediatric and adolescent dental coverage to children and other vulnerable populations. We share with the DHCFP a deeply held commitment to delivering quality dental services to Medicaid- and Children's Health Insurance Program (CHIP)-eligible children.

Billing Codes

3.3.3.3 EPSDT screens (for Nevada Medicaid recipients) and Well baby/Well child screens (for Nevada Check Up recipients) are billed using the same codes with the same reimbursement. The vendors are not required to pay for any treatments outside of the Title XXI state plan for Nevada Check Up recipients.

Per Centers for Medicare and Medicaid Service (CMS) mandate, Delta Dental is now accepting the International Classification of Diseases, 10th Revision (ICD-10) code sets.

Delta Dental understands and acknowledges that EPSDT screens (for Nevada Medicaid recipients) and Well baby/Well child screens (for Nevada Check Up recipients) are billed using the same codes with the same reimbursement. Delta Dental will not be required to pay for any treatments outside of the Title XXI state plan for Nevada Check Up recipients.

Unsafe or Experimental Services

3.3.3.4 The vendor is not required to provide any items or services determined to be unsafe or ineffective, or which are considered experimental. However, if ADA guidelines and/or peer reviewed studies are submitted, verified and determined by the vendor's Dental Director to demonstrate safety and effectiveness that item or service may be approved for use as non-experimental. Appropriate limits may be placed on EPSDT services based on medical necessity.

Dental care rendered to enrollees will be individualized, specific, and consistent with symptoms or confirmed diagnosis of the illness or injury under treatment. In accordance with the DHCFP requirements, items or services that are determined to be unsafe or ineffective, or which are considered experimental will not be provided. The exception to this would be in the case where ADA guidelines and/or peer reviewed studies are submitted, verified and determined by the Dental Director to demonstrate safety and effectiveness of that item or service may be approved for use as non-experimental. Delta Dental understands that appropriate limits may be placed on EPSDT services based on medical necessity.

Outreach and Education

3.3.3.5 The vendor is required to provide information and perform broad outreach and educational activities to eligible enrolled children for EPSDT services. These efforts may be reviewed and audited by the DHCFP or its designee. Refer to the MSM, federal documents cited in this Section, and Information Requirements of this RFP.

Delta Dental is pleased to contribute to the Nevada DBA program our passion and commitment to member education and outreach as an integral component of a successful statewide Medicaid program. We have developed and implemented outreach and education programs for both Medicaid and CHIP contracts. Our expertise in this functional area ensures that we can meet or exceed the Division of Health Care Financing and Policy's member education and outreach requirements presented in this RFP, as well as in MSM Chapters 1500 and 1900.

Examples of the child-focused services and features that we offer to all our plan enrollees include, but are not limited to:

- ***Identification of pediatric dentists in each plan's provider directory and recruitment of pediatric dentists as needed to ensure adequate access to care;***
- ***Training of Delta Dental staff – particularly our Call Center staff – to understand the needs of parents and other authorized representatives who call us to request information and assistance on behalf of their children;***
- ***Training of network providers – particularly those who are not pediatric dentists – to anticipate the needs of and respond appropriately to child patients;***
- ***Analysis of utilization patterns for all child members in our government-sponsored dental plans;***
- ***Creation and distribution of member educational and promotional materials directed toward children.***
- ***We have an initiative that provides outreach specifically to the Hispanic community. This consists of support of community events, health fairs, and educational programs in schools, reaching thousands of students a year.***

All of these outreach and education materials will be available for review and auditing by the DHCFP or its designee prior to any outreach or education activities are performed.

Outreach and education activities are discussed in much greater detail in Section 3.3.4 Health Promotion and Education Programs, of this RFP response.

3.3.4 HEALTH PROMOTION AND EDUCATION PROGRAMS

3.3.4 Health Promotion and Education Programs

The vendor shall identify relevant community issues and health promotion and education needs of its recipients, and implement plans that are culturally appropriate to meet those identified needs and issues relevant to each of the target population groups of recipients served. The vendor shall use community-based needs assessments and other relevant information available from State and local governmental agencies and community groups. Health promotion and education activities shall be evidence-based, whenever possible, and made available in formats and presented in ways that meet the needs of all recipient groups. The vendors shall comply with all applicable State and federal statues, regulations and protocols on health wellness programs. The vendor shall submit a written description of all planned health promotion and education activities and targeted implementation dates to Nevada Division of Public and Behavioral Health, Chronic Disease Prevention and Health Promotion for approval, prior to implementation, including culturally and linguistically appropriate materials and materials developed to accommodate each of the enrolled target populations. Health promotion topics shall include, but are not limited to, the following:

Delta Dental staff have worked closely with schools, social service agencies and other entities that influence the improvement of dental health care in underserved areas. Delta Dental shares the DHCFP's commitment to educating recipients about the importance of early and preventive dental care. Indeed, our primary focus since first offering dental insurance in 1955 has been to meet the needs of low-income children who might otherwise be deprived of regular dental care. Delta Dental works tirelessly to educate the public about the importance of oral health and to secure funding to increase dental clinic resources and facilities in those areas. Our outreach efforts are supported by established liaisons with dental providers, dental schools, educational institutions and professional associations. We recognize that dental health in childhood is a significant part of maintaining good general health in adulthood – and it is both our mission and our passion to spread knowledge that results in a healthier population overall.

Historically, Delta Dental has done much more than simply meeting the minimum standards of education and outreach in response to contractual requirements. Rather, we have proactively integrated those activities into our corporate philosophy of excellent customer service. We have a long history of participating in outreach that promotes public awareness of dental health through education, improved access and appropriate utilization of services. Our efforts have included traditional outreach – such as health fairs, school-based screening and dental sealant programs and mobile dental clinics – and, also, targeted health and wellness initiatives to help meet the needs of specific populations. For example, Delta Dental awarded a total of $80,000 to eight Nevada dental clinics in 2016. The dental clinic grants, awarded by the Delta Dental Community Care Foundation, are designed to help improve the oral health of underserved children and adults, particularly in rural locations where access to dental care may be limited. Delta Dental has given a total of more than $3.1 million in grants to dental clinics in Nevada

and neighboring states, which are designed to help improve the oral health of underserved children and adults, particularly in rural locations where access to dental care may be limited.

Delta Dental understands that all member materials and correspondence must be approved in writing by the DHCFP prior to distribution. Not only will we observe this requirement, we will work cooperatively and collaboratively with the DHCFP to ensure that all member materials are clear, correct and well-suited to the intended audience. We will submit a written description of all planned health promotion and education activities and targeted implementation dates to Nevada Division of Public and Behavioral Health, Chronic Disease Prevention and Health Promotion for approval, prior to implementation. All written materials – including the website, educational materials and correspondence – will be available in languages other than English and will comply with federal Title XXI regulations. The availability of language assistance for recipients is discussed in Section 3.5 Recipient Services, of this RFP response.

Delta Dental will design, produce, and distribute member materials for the Nevada DBA program in compliance with RFP requirements. We will distribute new member materials – such as the welcome packet, member handbook and identification card – within five business days of our receipt of an enrollment file (or notice of enrollment, in the case of manual additions). We will bear all costs (including postage costs) associated with designing, printing and distributing outreach materials. We will also bear all costs related to coordinating, facilitating and participating in program-related community outreach activities throughout the State of Nevada.

Outreach Activities

3.3.4.1 The vendor shall conduct regionally located and regularly scheduled outreach activities to inform members about the availability of dental services and to significantly increase the number of children receiving services. The results of the outreach activities should be measurable and support the overall goal of increasing awareness of and/or utilization of dental services.

Delta Dental has a long history of contributing to both the economic and oral health of the communities in which it has business operations. We accomplish this through multiple channels that include:

- ***Maintaining affordable dental programs for publicly funded programs that enable disadvantaged children and adults to address dental issues that adversely affect their daily lives and overall health;***
- ***Collaborating with customers to create innovative approaches to increasing access to care and utilization of services and***
- ***Furnishing staff, expertise, materials and grants to schools and community, academic and professional organizations that are dedicated to improving oral health.***

We firmly believe that the most critical benefit we will deliver as a result of this contract is the improved oral health of recipients and their families. These are tangible benefits that are difficult to place a value on because the benefits are not just a point in time –

they will continue to accrue over the course of a lifetime. That is why programs such as the Nevada DBA program is so important and why Delta Dental is so committed to its success. Children's programs, in particular, allow for early intervention that not only treats current problems, but educates the child and the family/guardian on proper dental hygiene and preventive care that will set them on path of good oral health for life.

Studies have shown that poor oral health has a significant cost to individuals and society in the form of missed school and work days and adverse consequences on overall health. This is particularly significant for pregnant women, whose oral health has implications for both her and her baby's overall health status.

These financial benefits are incalculable; however, they are certain. Additionally, there are other tangible and intangible gains to be considered. Among them are the self-esteem and confidence children need to fully participate in educational and social opportunities to maximize their potential. A healthy smile is a fundamental building block of these qualities that will enrich recipient lives and benefit society economically and socially far into the future.

Delta Dental offers and/or participates in a variety of specialized pediatric or adolescent programs that will be available to and/or benefit current and prospective Nevada DBA program recipients. Examples of those programs are provided below:

- ***"See Your Dentist" Reminder Program***
  Reminder postcards are sent out to parents for their child's six-month check-up and cleaning. These are available in both English and Spanish.
- ***El Ratoncito Pérez***
  A large educational color book has been written as if by the Spanish equivalent of the Tooth Fairy, El Ratoncito Pérez. It is given to pediatric recipients, and is in Spanish and English. An actor playing the tooth fairy role teaches children about good oral health through interactive sessions using a variety of props. El Ratoncito Perez has visited children at venues such as libraries, children's hospitals and children's museums.

El Ratoncito Perez

- ***"Meet the Smyles"***
  Mysmilekids.com is an interactive, educational website for kids to learn about dental health with games, stories and tips. The site is available in English and Spanish.
- ***Tooth Fairy Award Certificates***
  Certificates of Achievement are given to pediatric recipients as they lose their baby teeth. These are written as if they are from the Tooth Fairy.
- ***"Teeth-on-the-Go"***
  Through this program, we conduct nearly 300 presentations in 88 schools for over 6,500 children on an annual basis. Our staff works with dentists, elementary school nurses, dental clinics, Head Start and various community organizations to identify neighborhoods where access to dental care is limited and families are struggling with childhood dental disease. This enables us to target schools with a high concentration of children who may be underserved. This school-based program features visits by Delta Dental staff who teach students in kindergarten through second grade about the importance of oral health and how to take care of their teeth. The program includes a teacher's guide for use in the classroom and encourages parents to take an active role in their children's oral health by tracking tooth-brushing habits for one week.

Children who participate in the program receive a dental hygiene kit that contains a colorful Delta Dental logo pouch, a polka-dot suction cup toothbrush, a matching colored two-minute timer (to time their brushing), a colored spool of dental floss, an "Ask Me What I Learned" sticker, and a "Healthy Smiles" Certificate of Completion. The teacher's guide outlines a five-day lesson plan of 15 to 20 minutes per day, with suggestions for daily activities that teachers can use to maintain a focus on good oral health practices.

Websites

Delta Dental recognizes that web-based information and services provide an efficient, convenient and increasingly popular way to access information about dental plans. We take pride in the wide range of websites we have created for general access by the public and for government-sponsored dental plans similar to the Nevada DBA program. Our websites are popular, often-used tools for plan recipients and providers alike and are a cornerstone of our member education strategy. We strive to present clear, accurate, helpful information that is appropriate for our various audiences – whether they are adult recipients, child recipients, providers, plan stakeholders or visitors.

Delta Dental has successfully developed and maintained plan-specific websites for several Medicaid programs and CHIPs. The websites are available in English and Spanish and are designed to be content- and culturally appropriate for each plan's users. The recipient can access the plan-specific website at any time after setting up an on-line account with a unique user name and password. With each customer's approval, we can also establish a single sign-on (SSO) link with that customer's website so that a recipient who logs on to that website can click on a link to the corresponding Delta Dental plan's website without having to log on again.

For the Nevada DBA program, we are pleased to offer access to:

- ***Delta Dental corporate and social media websites;***
- ***A Delta Dental website to be created specifically for Nevada DBA program recipients and providers and***
- ***A child-friendly "SmileKids" website.***

Details about those websites are presented in the subsections below.

Delta Dental's Corporate and Social Media Websites

As shown in Exhibit 3.3-1, Delta Dental Enterprise Websites and Social Media Presence, we currently maintain six websites on behalf of our enterprise and a presence on nine social media sites.

EXHIBIT 3.3-1, DELTA DENTAL ENTERPRISE WEBSITES AND SOCIAL MEDIA PRESENCE

We know that today's children enjoy interactive online activities. Our MySmileKids website was designed to appeal to a child's innate curiosity while promoting good oral health. The website (mysmilekids.com) is available to anyone and contains games, stories and other fun activities focused on children. The site is also available in Spanish. Exhibit 3.3-2, MySmileKids Website, shows the home page.

EXHIBIT 3.3-2, MYSMILEKIDS WEBSITE

NV16_005

Measuring Outreach Against Utilization Rates

Delta Dental's experience with government dental plans confirms the value of setting specific goals for distinct program components based on the relative success or failure of the previous year's activity. For the Nevada DBA program, we propose, in collaboration with the DHCFP, to set key criteria that will help us establish outreach goals, identify outcomes to be measured following each outreach activity, measure the results and then evaluate those results against utilization rates. For example, if we learn during an outreach event that a recipient needs help locating a dentist, calling that recipient after the event and providing the requested assistance could produce a measurable outcome (e.g., increased utilization). As needed, we will use the services of our Quality Assurance and Improvement staff, Delta Dental statisticians and other appropriate experts to help ensure that the tracking, monitoring and evaluation processes meet all requirements for data integrity, validity and statistical significance.

Member Education

3.3.4.2 The vendor must at a minimum develop and implement health education initiatives that effectively and accurately educate members about:

A. How the dental program operates;

B. Medically Necessary Covered Dental Services, benefit limitations, and any Value-Added services offered by the vendor;

C. Dental Exams and preventive care;

D. The importance of oral health, proper nutrition and including the relationship between oral health and systemic/overall health;

E. Oral health literacy; and

F. Non-Emergency Transportation for Medicaid Members.

The vendor is encouraged to offer additional preventive or cost-effective services to enrolled recipients if the services do not increase the cost to the State.

Delta Dental will design, produce and distribute member materials for the Nevada DBA program in compliance with RFP requirements. Throughout the contract period, we will produce and mail an orientation packet to each new recipient within 10 days of enrollment. The packet will contain the following orientation materials:

- ***Welcome Letter – The welcome letter congratulates the new recipient for participating in the Nevada DBA program and describes the materials in the orientation packet. The letter explains Delta Dental's role as the dental benefits administrator and the recipient's relationship with Delta Dental. It includes our toll-free Call Center telephone number and a statement that the recipient may contact us with any questions, to locate a dentist and to obtain appointment assistance. It also encourages the recipient to maintain a relationship with a primary care dentist and explains the importance of a dental home.***

- ***Recipient Identification Card – The recipient identification (ID) card is a durable, laminated peel-off segment of the welcome letter. This presentation of the card serves to personalize the welcome letter, helps to ensure that the card will not be overlooked among the other materials in the orientation packet and gives the new recipient an immediate signal that his or her enrollment is official. The card includes the recipient's name, ID number and effective date of coverage, as well as any other information required by contract and state/federal regulations. In addition, the card gives useful information about the Delta Dental plan, including our name, toll-free Call Center number, website address and the states' toll-free telephone number if applicable. With DHCFP's permission, we propose the following:***

- ***We will add the recipient's primary language on the ID card to better assist provider office staff in communicating and recording the primary language in the patient's record.***
- ***We will send a temporary ID card with the orientation packet. The temporary card will allow the recipient to see any network dentist until he or she selects a dental home dentist. (If the recipient does not select a dental home dentist within the first five days of enrollment, Delta Dental will select one for the recipient.)***
- ***We will send each recipient a permanent ID card that includes all required information and the dental home dentist's name, address and telephone number.***

- ***Member Handbook – This handbook is the recipient's primary written source for details about the program. It includes, at a minimum, the following sections:***

  - ***Introduction – Welcomes the recipient to the dental plan, explains how to use the handbook, explains the relationship between Delta Dental and the recipient, and lists our toll-free Call Center telephone number with a statement that the recipient may contact us for help locating a dentist, obtaining appointment assistance and obtaining answers to any other questions.***
  - ***Definitions – Presents a list of words and terms to help the recipient understand the content of the handbook.***
  - ***Importance of Dental Care and a Dental Home – Explains the importance of regular dental care and good oral hygiene, with an emphasis on preventive care (e.g., the appropriate schedule for dental care and instructions for brushing and flossing teeth). Explains the purpose and importance of a dental home and having a primary care dentist.***
  - ***Recipient Rights and Responsibilities – Explains the rights and responsibilities of each program recipient.***
  - ***Covered Dental Services – Provides a list of covered services, including but not limited to how to obtain emergency dental care.***
  - ***Accessing Care – Explains how to access transportation services and how to access information and services for the hearing-impaired, vision-impaired and recipients for whom English is not their primary language.***
  - ***Using the Dental Plan – Explains how to choose a dental home dentist, how to schedule appointments and how to obtain emergency and urgent dental care services and related topics. Explains that covered dental services are available at no cost and without cost-sharing responsibilities for recipients.***
  - ***Grievance and Appeals Process – Describes how to file a grievance and/or appeal, including the roles of Delta Dental and DHMH in those processes.***
  - ***General Information – Covers issues such as coordination of benefits and the availability of the states' toll free telephone number if applicable.***

- ***Provider Directory – The provider directory lists Delta Dental's network of highly qualified general, pediatric and other specialty dentists. The directory is sorted by county and specialty and, for each office location, includes the provider name, address, telephone numbers, office hours, foreign languages spoken, specialties, whether or not the provider is accepting new patients, any practice limitations (e.g., willingness to serve children and adults with special health care needs) and any age restrictions.***

- ***Notice of Privacy Practices – In compliance with the Health Insurance Portability and Accountability Act (HIPAA), each orientation packet includes a notice about Delta Dental's***

privacy practices. This notice describes how medical and dental information about each recipient is protected and how this information may be used by Delta Dental. It also informs the recipient of his or her rights regarding personal health information and how to contact us with questions or concerns about this notice.

- *Educational Brochures – With DHMH's approval, we propose to include one or more educational brochures that give recipients important information on topics such as regular dental visits and good oral hygiene.*

Items 1–12 in the exhibit below give the titles of outreach materials on each topic and the formats in which they are available. All of the examples listed are accessible on our deltadentalins.com website as on-line articles and/or downloadable files or on our MySmileKids.com website.

EXHIBIT 3.3-3, EXAMPLES OF RECIPIENT EDUCATIONAL MATERIALS

	Topic	Title	Format
1	Importance of good oral health during childhood and pregnancy	"Smile: You're Expecting"	Downloadable fact sheet
2	Need for a dental visit and/or risk assessment on or before age one	• "When Should Your Child First Visit the Dentist? It Might Be Earlier Than You Think"	On-line article
3	Prevention of oral disease	• "Make a Game Plan for Healthy Teeth" • "Children's Cavity Risk Quiz" • "Avoid Gum Disease with Good Oral Hygiene"	Downloadable fact sheet, MySmileKids.com quiz and/or on-line video
4	Safety of dental care during pregnancy	• "Pregnancy and Oral Health"	On-line article
5	Anticipatory guidance for prevention of early childhood caries	• "Caring for Your Children's Teeth" • "Brushing and Flossing"	Downloadable fact sheet and/or MySmileKids.com article

	Topic	Title	Format
6	Importance of diet in preventing oral health problems such as the impact of bottles and sippy cups on oral disease	• "Staying Healthy on the Go" • "What's Baby Bottle Tooth Decay?" • "Diet and Your Dental Health"	Downloadable fact sheet, on-line article and/or on- line video
7	Counseling for oral habits such as pacifiers	• "Baby Pacifiers: Pros and Cons"	On-line article
8	Importance of water fluoridation and fluoride in toothpaste, varnish, mouth rinse and gels	• "The Facts about Fluoride"	On-line article
9	Appropriate use of fluoride supplements	• "Fluoridation Initiatives"	On-line article
10	Prevention of oral facial trauma and resources to assist in the detection of child abuse and/or neglect	• "All About Mouth Guards"	On-line article

3.3.5 Out-of-Network Services

3.3.5 Out-of-Network Services

If the vendor's provider network is unable to provide medically necessary services covered under the plan to a particular recipient, the vendor must adequately and timely cover these services out of network for the recipient for as long as the vendor is unable to provide them. The vendor benefit package includes covered medically necessary dental services for which the vendor must reimburse certain types of providers with whom formal contracts may not be in place. The vendor must also coordinate these services with other services in the vendor benefit package.

3.3.5.1 When it is necessary for enrolled recipients to obtain services from out-of-network providers (i.e. the recipient needs to see a specialist for which the vendor has no such specialist in its network), the vendor must:

A. Coordinate the care with out-of-network providers;

B. Offer the opportunity to the out-of-network provider to become part of the network; and

C. Negotiate a contract to determine the rate prior to services being rendered or pay no more than the Medicaid FFS rate.

3.3.5.2 When it is necessary for recipients to obtain services from an out-of-state (OOS) provider, the vendor must negotiate a contract to determine the rate prior to services being rendered. The vendor must inform the provider to accept vendor reimbursement as payment in full. The only exception is for TPL. The OOS provider must not bill, accept or retain payments from Medicaid or Nevada Check Up recipients.

Delta Dental's Recipient Services Department in our Call Center assists recipients in selecting a primary care dentist or other network dentist who meets the recipient's needs. Using an automated system that accepts multiple variables, the customer service representative (CSR) identifies one or more providers who best meet the recipient's criteria and communicates the requested information to the caller. However, if no network provider is available to meet a recipient's special needs, the CSR will work with Delta Dental's local Provider Relations (PR) representatives to find an out-of-network provider.

Our PR representatives will reside in Nevada, and will have first hand knowledge of providers who are included, and not included, in Delta Dental's Nevada DBA program provider network. This specific experience will be key in arranging out-of-network and/or emergency services for the recipient as well as specialty services that may not be available from a network provider. The PR representative first contacts the provider to arrange for out-of-network emergency or speciality services, and then follows up to extend an offer to contract with Delta Dental and join the network.

Delta Dental has established procedures to ensure that recipients have timely access to an out-of-network dentist when covered services are not available from a network dentist. The most common need for out-of-network services occurs during emergencies or travel outside the recipient's normal service area. Unusual circumstances can also necessitate the use of a non-network dentist for non-emergency care within the recipient's usual service area. Delta Dental's network will provide broad coverage in every dental specialty field, but we also plan for that infrequent situation in which a recipient's dental condition or health status requires a highly specialized provider – one who is not participating in the network – to render the most appropriate care. We have an extensive provider network already contracted in support of our commercial dental benefit products. This commercial network will provide immeasurable assistance in ensuring that out-of-network services can be provided without undue delay in the event a network provider is not available.

Primary care dentists participating in the Nevada DBA program network are required by contract to maintain a referral process to another dentist whenever the primary care dentist is unavailable (e.g., on vacation or after business hours). During business hours, the dentist's staff will communicate this information to the recipient; after business

hours, this information is communicated via a recorded message on the dentist's business number or through an answering service. Our Recipient Services staff can also assist recipients with obtaining referral information if the recipient calls the toll-free number shown on his or her member identification card, on the website or in the member handbook. Each primary care dentist's referral arrangements are required to be submitted to Delta Dental for pre-approval and require a non-network referral dentist to adhere to Nevada DBA program requirements, including no out-of-pocket expense to the recipient.

In other instances where care by a non-network dentist may be indicated, the primary care or specialist dentist will contact Delta Dental to arrange for the necessary service. A recipient could also initiate the request, in which case Delta Dental would contact the primary care dentist, as appropriate, to obtain clinical information. Based on the recipient's dental information, Delta Dental's PR representatives will work with the recipient and primary care or specialist dentist to make arrangements to obtain care from a qualified non-network dentist if there is concurrence that an appropriate network dentist is unavailable within the recipient's service area. Our PR representatives will identify one or more non-network dentists (whose locations are in closest proximity to the recipient) who offer the appropriate services, are in good standing with licensing agencies, and agree to bill Delta Dental directly – emphasizing that the recipient is to be assured that he or she will not incur a cost. PR representatives will follow the recipient's progress and continuation of care to transition the recipient to appropriate care within the network as soon as the necessary services are completed.

Delta Dental network providers receive training and materials that cover the policies and procedures related to out-of-network dental services for Nevada DBA program recipients. Our PR and Call Center staff members are also available to assist network and non-network dentists with obtaining authorization and coordinating care when necessary services are not available to a recipient within our panel of network dentists. Our network management team monitors out-of-network activity and if a pattern of use in sufficient numbers for a particular type of care or in a geographic area emerges, we take action to recruit additional providers to provide these services within the network whenever possible.

No referral is necessary for emergency dental care. Recipients who need emergency dental care will first be directed to the nearest network dentist. If a network dentist is not found to be within the allotted time and/or distance parameters or the recipient is outside the state of Nevada at the time, Delta Dental will locate a qualified U.S. dentist in good standing with his or her state's licensing board to provide covered services at no cost to the recipient. When it is necessary to use an out-of-state provider, Delta Dental's PR representatives and case managers work with the provider to negotiate a contract to determine the rate prior to services being rendered. The PR representatives inform the provider that they may not bill, accept or retain payments from recipients, with the exception of Third Party Liability (TPL) payments. If the recipient is out of the area or the identified dental provider is otherwise unavailable, Delta Dental will authorize payment for necessary covered emergency services, unless we reasonably determine that the emergency services and care were never performed or the recipient did not require emergency services and care (and should reasonably have known that an emergency did not exist).

3.3.6 EMERGENCY DENTAL SERVICES

3.3.6 Emergency Dental Services

Delta Dental's primary goal for the Dental Plan will be to improve and stabilize oral health of program recipients. In partnership with our providers, we commit to ensuring access to high-quality dental care, including access to specialists, urgent care and 24-hour emergency care.

A dental emergency is defined as a level of care required for the treatment of an injury or an acute illness that, if not treated immediately, could reasonably result in serious or permanent damage to the recipient's health. Delta Dental has policies and procedures in place to expedite recipient access to the most readily available and appropriate dental care in the event of an emergency, regardless of the provider's network status. Our member materials (e.g., member handbook and website) advise recipients to go to the nearest emergency services facility in the event of an emergency that requires immediate treatment. Recipients may also call our toll-free Call Center in these situations. Customer Service Representatives (CSRs) can be reached 24 hours a day, 365 days a year and can direct the recipient to the closest facility or provider. Case managers will also facilitate data sharing as necessary with the direction of any Nevada guidelines. We also require primary care dentists to make emergency services information available through their office staff during business hours and on their recorded messages or via answering services after business hours. We provide recipients with a clear and consistent message in the event of a dental emergency to get necessary care from the closest available resource as quickly as possible.

Delta Dental's policy will cover any incurred professional provider services that pertain to dental emergency fees. However, claims that are obtained and/or required by the facility are not covered.

Instructing Recipient to Seek Emergency Care

3.3.6.1 The vendor may not deny payment for emergency services treatment when a representative of the vendor instructs the recipient to seek emergency services care.

Delta Dental will not deny payment for emergency dental services when one of our representatives has instructed a recipient to seek emergency services care.

Responsibility for Dental Related Services

3.3.6.2 The vendor shall be responsible for dental related services provided in an emergency.

Delta Dental covers dental related services provided in an emergency to eligible recipients.

Emergency Dental Services Restrictions

3.3.6.3 In providing for emergency dental services and care as a covered service, the vendor shall not:

A. Require prior authorization for emergency dental services and care.

B. Indicate that emergencies are covered only if care is secured within a certain period of time.

C. Use terms such as "life threatening" or "bona fide" to qualify the kind of emergency that is covered.

D. Deny payment based on the member's failure to notify the vendor in advance or within a certain period of time after the care is given.

No referral or prior authorization is necessary for emergency dental care. Based on the definition of a dental emergency as a level of care required for the treatment of an injury or an acute illness that, if not treated immediately, could reasonably result in serious or permanent damage to the recipient's health, we do not require or indicate that emergencies are covered only if care is secured within a certain period of time, nor do we use terms such as "life threatening" or "bona fide" to qualify coverage.

Delta Dental will authorize payment for necessary covered emergency services, unless we reasonably determine that the emergency services and care were never performed or the recipient did not require emergency services and care (and should reasonably have known that an emergency did not exist). We do not require that the member notify us in advance or within a certain period of time after the care is given.

Emergency Dental Care Under the Medical Benefit

3.3.6.4 The vendor shall not deny payment for emergency dental care unless it is performed under the medical benefit in a hospital, emergency room or ambulatory surgery center.

Delta Dental acknowledges that we are responsible for emergency dental care, unless it is provided in a hospital, emergency room or ambulatory surgery center as part of Medicaid or CHIP medical benefits.

Stabilization of Condition

3.3.6.5 The vendor shall not deny payment for treatment obtained when a member had an emergency dental condition and stabilization of condition, including cases in which the absence of immediate dental attention would not have had the outcomes specified in 42 CFR §438.114(a) of the definition of an emergency dental condition.

In determining payment for emergency dental services, Delta Dental will authorize payment for necessary covered emergency services and stabilization of the condition, unless we reasonably determine that the emergency services and care were never performed or the recipient did not require emergency services and care (and should reasonably have known that an emergency did not exist).

Emergency Dental Coverage Under the Medical Benefit

3.3.6.6 The vendor is not responsible for emergency dental coverage provided on an emergency basis in a hospital, emergency room or ambulatory surgery center under the medical benefit which may include dislocated jaw, traumatic damage to teeth and supporting structures, and removal of cysts; treatment of oral abscess of tooth or gum origin; treatment and devices for correction of craniofacial anomalies; and drugs.

Delta Dental acknowledges that we are not responsible for emergency dental care when it is provided in a hospital, emergency room or ambulatory surgery center as part of Medicaid or CHIP medical benefits. Medical benefits cover limited emergency dental coverage for dislocated jaw, traumatic damage to teeth and supporting structures, and removal of cysts; treatment of oral abscess of tooth or gum origin; treatment and devices for correction of craniofacial anomalies; and drugs.

Timely Filing of Emergency Dental Services by Non-Contracting Provider

3.3.6.7 The vendor shall not deny emergency dental services claims submitted by a non-contracting provider solely based on the period between the date of service and the date of clean claim submission unless that period exceeds 365 days.

Delta Dental will not deny emergency dental services claims from non-network (i.e., non-contracting) providers for timely filing deadlines, unless the claim is filed beyond 365 days from the date of service.

Non-Emergent Services Provided in Emergency Room

3.3.6.8 Non-emergent services provided in an emergency room are a covered service. Providers are expected to follow national coding guidelines by billing at the most appropriate level for any services provided in an emergency room setting.

Delta Dental agrees that otherwise covered, non-emergent services may be provided in an emergency room. The use of an emergency room location to render these services does not pose a non-covered situation; conversely the use of an emergency room does not inherently indicate that emergency services were rendered.

Provider contracts stipulate that services must be billed using the most appropriate national coding (e.g., most current CDT version) level for the service rendered regardless of setting. Claim submissions are edited and reviewed for possible up-coding, that is, to ensure that the service code billed is appropriate for the service rendered. This is achieved through the evaluation of the service code, diagnosis code(s), tooth/surface codes, and location billed, among other claim data. Up-coded claims are rejected and reduced according to the program policy.

Post-Stabilization Services

3.3.6.9 Post-Stabilization Services

The vendor is financially responsible for:

A. Post-stabilization services obtained within or outside the network that are pre-approved by a network provider or organization representative;

B. Post-stabilization services obtained within or outside the network that are not pre-approved by a network provider or other organization representative, but administered to maintain the recipient's stabilized condition within one (1) hour of a request to the vendor for pre-approval of further post-stabilization care services;

C. Post-stabilization care services obtained within or outside the network that are not pre-approved by a network provider or other organization representative, but are administered to maintain, improve, or resolve the recipient's stabilized condition if vendor does not respond to a request for pre-approval within one (1) hour, or the vendor cannot be contacted or the vendor and the treating physician cannot reach an agreement concerning the recipient's care and a network provider or other organization representative is not available for consultation. In this situation, the vendor must give the treating physician the opportunity to consult with a network physician and the treating physician may continue with care of the recipient until a network physician is reached or one of the criteria in 42 CFR 438.114(e) and 42 CFR 422.113 is met;

D. Pursuant to 42 CFR 438.114(e) and 42 CFR 422.113, the vendor's financial responsibility for post-stabilization care it has not pre-approved ends when a network physician with privileges at the treating hospital assumes responsibility for the recipient's care or a network physician assumes responsibility for the recipient's care through transfer or the vendor and the treating physician reach an agreement concerning the recipient's care or the recipient is discharged; and

E. Pursuant to CFR 438.114(e), the vendor charges for post stabilization care services provided by an out-of-network provider to a recipient may be no greater than the amount the vendor would charge if the services had been obtained in network.

Delta Dental understands and agrees that we are financially responsible for post-stabilization services as described in this section.

Coordination with Other Vendors and Other Services

3.3.6.10 Coordination with Other Vendors and Other Services

Pursuant to 42 CFR 438.208(b) (2), (3), and (4) the vendor is required to implement procedures to coordinate services it may provide to the recipient with the services the recipient may receive from any other vendor. Upon request or notification of need, the vendor is required to communicate with other vendors serving the recipient the results of its identification and assessment of any special health care needs to ensure that services are not duplicated, and to ensure continuity of care. The vendor's procedures must ensure that, in the process of coordinating care, each recipient's privacy is protected consistent with the confidentiality requirements in 45 CFR Parts 160 and 164 [(the Health Insurance Portability and Accountability Act (HIPAA)].

A. The vendor will be responsible for coordinating services with other appropriate Nevada Medicaid and non-Medicaid programs. This coordination includes electronic data sharing for integrated health care.

B. In addition, the vendor is responsible to ensuring continuity of services for recipients with special needs. These recipients may include, but are not limited to: juveniles temporarily detained by a state or county agency; Seriously Emotionally Disturbed children, adults with Severe Mental Illness and individuals with substance abuse disorders; Children with Special Health Care Needs; homeless recipients; recipients with chronic conditions; women with pregnancies, and referring orthodontic recipients to their appropriate Dental Home for periodic examinations and cleanings.

Delta Dental understands and agrees to our obligation to coordinate services we provide to the recipient with services the recipient may receive from any other vendor, such as managed care organizations or primary care physicians.

We comply with the requirements of this section in two primary ways: through our provider contracts and through Delta Dental's case management services. Coordination of services with other vendors and programs as described in this requirement are stipulated as an obligation in our contracts with providers, including the obligation to be consistent with HIPAA confidentiality requirements and to participate in electronic data sharing for integrated health care.

Delta Dental's case management services team also performs various coordination of services activities, such as facilitating data sharing between Medicaid and non-Medicaid programs and assuring continuity of care for recipients with special needs. Recipients with special needs may require assistance locating providers who can accommodate their needs, or assistance securing non-emergency medical transportation to their dental provider.

For example, if a special needs recipient requires concurrent and/or coordinated medical treatment or dental care in a hospital setting, our case management team will work with the recipient's medical plan and providers to facilitate the comprehensive care to be rendered. Or, as another example, we may need to coordinate care if a special needs recipient's physical or mental condition makes sedation or anesthesia a prerequisite to dental treatment and we determine – in conjunction with the provider – that safe delivery of the dental procedure can best be ensured in an ambulatory surgical setting.

Federally Qualified Health Center (FQHC)

3.3.6.11 Federally Qualified Health Center (FQHC)

The vendor must pay for services provided by a Federally Qualified Health Center (FQHC). Vendors may enter into contracts with FQHCs provided that payments are at least equal to the amount paid to other providers for similar services. If the vendor does not have a contract with an FQHC, the vendor must pay at a rate equivalent to the FFS rate. This does not apply to out of network providers of emergency services. The vendor must demonstrate a good faith effort to negotiate a contract with FQHCs and include all licensed and qualified FQHC providers in the vendor's network. Contracting with just one provider at each FQHC does not constitute a good faith effort to include the FQHC in the vendor's network. The vendor must report to the DHCFP payments and visits made to FQHCs. The DHCFP is responsible for FQHC wrap payments; the vendor will be responsible for quarterly reporting on FQHC activity.

Delta Dental's approach to provider network management includes building relationships with rural clinics that offer dental services, including federally qualified health centers (FQHCs), rural health clinics (RHCs) and American Indian Nation health clinics to extend access for recipients near those facilities. FQHCs are frequently the safety net providers for Medicaid recipients and may be providing dental services to a number of recipients already.

FQHCs will be included in our network and paid appropriately, consistent with applicable regulations. Our contracts compensate FQHC providers at payment amounts at least equal to the amounts paid to other providers for similar services. Our provider network reporting will demonstrate our good faith efforts to include in our network, and negotiate contracts with, all licensed and qualified FQHC providers.

When non-emergency services are rendered by an out-of-network FQHC provider, Delta Dental pays the claim at a rate equivalent to the fee-for-service (FFS) rate. When emergency services are rendered by an out-of-network FQHC provider, the provisions for out-of-network services apply and Delta Dental pays the claim based on a single case agreement. Delta Dental's case management staff negotiate per-procedure or per-case rates with non-network providers who provide emergency care.

3.4 ENROLLMENT REQUIREMENTS AND LIMITATIONS

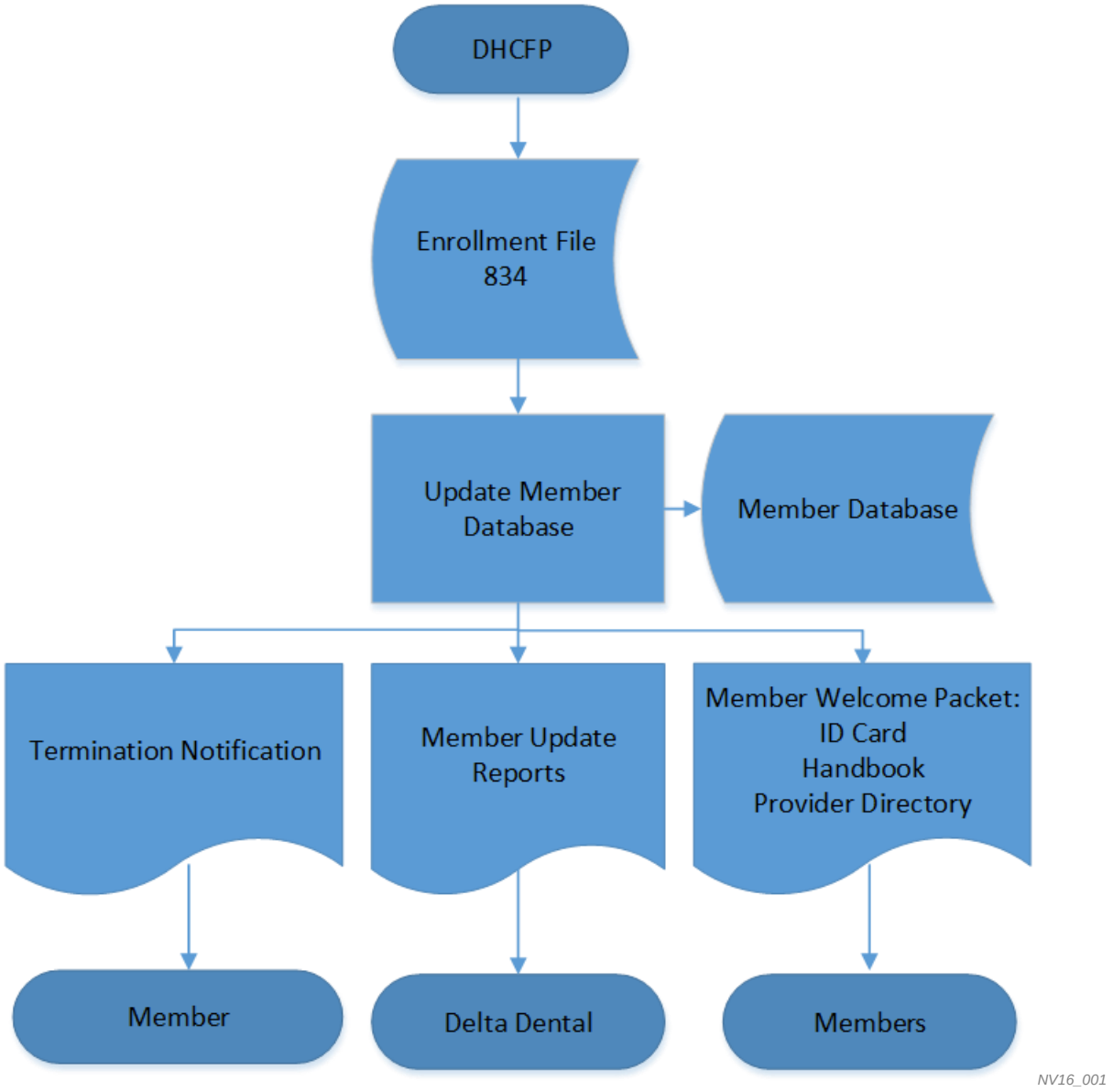
Delta Dental commits to complying with all Nevada DBA program enrollment requirements and limitations provisions in RFP Subsection 3.4, Enrollment Requirements and Limitations. We describe our approach to meeting the RFP requirements in the sections that follow.

3.4.1 ELIGIBILITY AND ENROLLMENT

3.4.1 The vendor eligibility and enrollment functions are the responsibility of the DHCFP and the DWSS. The vendor shall establish and implement enrollment procedures and maintain applicable enrolled recipient data. The vendor shall accept each recipient who is enrolled in or assigned to the vendor by the DHCFP and/or its enrollment sections and/or for whom a capitation payment has been made or will be made by the DHCFP to the vendor. The first date a Medicaid or Nevada Check Up-eligible recipient will be enrolled is not earlier than the applicable date in the vendor's specified contract.

Delta Dental affirms that we have carefully reviewed the RFP and understand the eligibility and enrollment processes detailed therein. We have furnished dental benefits to many state agencies in the past and currently serve as a CHIP/Medicaid dental contractor in many as well. Based on our extensive and varied experience receiving and processing eligibility data files electronically, we are thoroughly familiar with the mechanisms and time frames applicable to transmission of eligibility and enrollment data. We are also keenly aware of the challenges and problems associated with coordinating eligibility and enrollment activities, and as such have developed a structured methodology for management controls, along with standard procedures and tools to handle enrollments on a timely basis. Automated job scheduling and monitoring are used to ensure that eligibility updates occur as scheduled, in an effort to prevent any issues related to access to coverage. Our approach to processing enrollment data and materials for the Nevada DBA program is displayed on diagram in Exhibit 3.4-1, Nevada DBA Program Enrollment Flow Chart.

EXHIBIT 3.4-1, NEVADA DBA PROGRAM ENROLLMENT FLOW CHART



Delta Dental will use our support system, the Enterprise System for Processing (ESP), to receive, process and maintain eligibility data. ESP accepts daily update files and full replacement files. Files are transmitted by authorized trading partners/customers and are securely loaded into the designated location upon successful account authentication.

The file intake process begins by moving inbound eligibility enrollment files to a dedicated drop zone for the Enrollment Eligibility Processing job. The Batch Member Interface (BMI) then processes and loads the information into the MetaVance system for eligibility verification, claims processing, and other functions that rely on the data. The

Enrollment Eligibility Processing and BMI processes run automatically at scheduled intervals daily.

The ESP sends automated emails to the appropriate email distribution list at the time of file receipt, acknowledging the receipt of the daily eligibility file. The ESP also sends alerts and emails to appropriate email distribution lists, including the Department of Health Care Finance and Policy (DHCFP) and trading partner email addresses, when there are issues of retrieving or loading daily eligibility data files. Standard information communicated to internal and external parties includes statistics of successful loads, including numbers of add, reinstatement, and rejected records.

Enrollment data is loaded from the daily 834 transaction files into the MetaVance system, which uses the recipient enrollment information for dental claims adjudication and authorization purposes. In this manner, Delta Dental always has the most current enrollment and eligibility information available. Delta Dental's MetaVance system successfully manages the large eligibility database required for our contracts. Each client is assigned a unique Delta Dental group number and all eligible primary members' identifiers are linked to that group number. Eligibility information is automatically verified when a dental claim is received for processing.

During the start-up period, we will work cooperatively with the DHCFP technical staff and/or designated representatives to define specific parameters, establish connectivity and clarify protocols for accepting and loading eligibility file updates.

We will accept each recipient who is enrolled in, or assigned to us by the DHCFP and/or its enrollment sections, and/or for whom a capitation payment has been made or will be made by the DHCFP to us.

We acknowledge and understand that the first date a Medicaid or Nevada Check Up-eligible recipient will be enrolled is not earlier than the applicable date in our specified contract.

3.4.2 VENDOR ENROLLMENT

3.4.2 The vendor must accept recipients eligible for enrollment in the order in which they apply without restriction, up to the limits set under the contract 42 CFR 438.6(d)(1). The vendor acknowledges that enrollment is mandatory except in the case of voluntary enrollment programs that meet the conditions set forth in 42 CFR 438.50(a). Per 42 CFR 438.6(d)(3)(4) the vendor will not, on the basis of health status or need for health services, discriminate against recipients eligible to enroll. The vendor will not deny the enrollment nor discriminate against any Medicaid or Nevada Check Up recipients eligible to enroll on the basis of race, color or national origin and will not use any policy or practice that has the effect of discrimination on the basis of race, color or national origin. The vendor must have written policies and procedures for enrolling all eligible populations and receiving monthly and other updates from

the DHCFP of recipients enrolled in, the vendor. The vendor will accept as enrolled all recipients appearing on monthly enrollment reports.

Dentists participating in the Nevada DBA program are contractually obligated, as well as ethically and professionally bound, to treat all recipients with dignity and respect. Dental services must meet the same standards of care and conduct in accordance with practice guidelines promulgated by governing bodies such as the American Dental Association, dental specialty boards and government regulatory agencies regarding generally accepted practices and the latest treatment options and techniques. We monitor provider performance on an ongoing basis to ensure compliance with these policies.

We accept recipients eligible for enrollment in the order in which they apply without restriction, up to the limits set under the contract 42 CFR 438.6(d)(1). We acknowledge and understand that enrollment is mandatory except in the case of voluntary enrollment programs that meet the conditions set forth in 42 CFR 438.50(a). Per 42 CFR 438.6(d)(3)(4) we will not, on the basis of health status or need for health services, discriminate against recipients eligible to enroll. We will not deny the enrollment nor discriminate against any Medicaid or Nevada Check Up recipients eligible to enroll on the basis of race, color or national origin and will not use any policy or practice that has the effect of discrimination on the basis of race, color or national origin.

Documentation of policies and procedures in support of a business function is a key factor in the ongoing quality, consistency and success in meeting the business objectives of that function. Further, documented policies and procedures form the baseline by which quality improvement activities can be measured. Delta Dental documents its policies and procedures in functional area procedure manuals to ensure that contract personnel are aware of and have access to current information.

Enrollment policies and procedures will be included in our policy documentation. We understand and acknowledge that the DHCFP will be sending monthly enrollment reports and updates, and we will accept as enrolled all recipients included on such reports and updates.

3.4.3 VENDOR ENROLLMENT RESPONSIBILITY

3.4.3 The vendor is responsible for services rendered during a period of retroactive enrollment in situations where eligibility errors have caused an individual to not be properly and timely enrolled with the vendor. In such cases, the vendor shall only be obligated to pay for such services that would have been authorized by the vendor had the individual been enrolled at the time of such services. For in-state providers in these circumstances, the vendor shall pay the providers for such services only in the amounts that would have been paid to a contracted provider in the applicable specialty. Out-of-state providers in these circumstances will be paid according to a negotiated rate between the vendor and the out-of-state provider. The timeframe to make such corrections will be limited to 180 days from the incorrect enrollment date. The DHCFP is responsible for payment of applicable capitation for the retroactive coverage.

For January through October 2016, Delta Dental has processed a total of 117,196 files with an average turnaround time of one day. Delta Dental's internal policies and procedures mandate a 48-hour turnaround time on all enrollment files we receive from state agencies, third party administrators (TPAs) or other entities. Our current average turnaround time for manual updates is two business days. Further, our system is capable of performing retroactive changes to accommodate situations where enrollment information is received via supplemental or manual transmission after the first of a month, but has a retroactive effective date to the first of the month.

We can ensure timely claim filing, by using the decision date when eligibility effective date is retroactive. Automated system edits check participant information on claims against the recipient eligibility file; claims with retroactive eligibility effective dates can be suspended for manual review by claims auditors to determine if timely filing limit is met.

We understand and acknowledge we will only be obligated to pay for such services that would have been authorized had the recipient been enrolled at the time of such services. For in-state providers in these circumstances, we will pay the providers for such services only in the amounts that would have been paid to a contracted provider in the applicable specialty. We understand and acknowledge out-of-state providers in these circumstances will be paid according to a negotiated rate. Such corrections will be limited to 180 days from the incorrect enrollment date. We acknowledge the DHCFP is responsible for payment of applicable capitation for the retroactive coverage.

3.4.4 ENROLLMENT INTERFACE

3.4.4 Enrollment Interface

Upon initiation of the transition phase for a new vendor, the vendor must furnish the technical means by which the vendor's Enrollment Sections can:

A. Determine the number of recipients each enrolled PDP will accept as new patients; and

B. Transmit recipient elections regarding PDP assignment for the forthcoming month.

We will work with the DHCFP, its TPA and other contracted dental plans to identify mechanisms through which we can quickly and accurately identify new recipients transferring to us from other dental plans. For example, data elements on the enrollment file may serve as indicators, we may be able to implement data exchanges with other plans, or we may be notified by recipients and/or their providers.

Once these cases are identified, Delta Dental's Member Services and/or Case Management staff will:

- ***Identify the provider(s) from whom the recipients received service while in the former dental plan;***

- ***Determine whether there are any pre-existing authorizations with services yet to be delivered (i.e., open authorizations);***
- ***Obtain copies of any open authorizations;***
- ***Determine whether the recipients' current provider is a member of the Delta Dental network;***
- ***If the provider is not in the Delta Dental network, make a referral to provider recruitment staff so they can invite the provider to apply for Delta Dental network participation;***
- ***If the provider is not in our network and does not wish to apply for participation, work with the recipient to select a qualified, accessible Delta Dental network provider;***
- ***Facilitate payment for services to the non-network provider until the treatment plan covered by the pre-existing authorization is complete, or for a period of 90 days if there is no pre-existing authorization and the recipient has not yet made the transition to a Delta Dental network provider;***
- ***Coordinate the transfer of the recipients' dental records to a Delta Dental network provider – if a change of provider is needed – and assist the recipient and/or provider in obtaining prior authorization as may be required for ongoing treatment and***
- ***Transmit recipient elections regarding PDP assignment for the forthcoming month.***

Through the activities described above, Delta Dental will ensure that our recipients have easy access to services that assist them in making the transition from one dental plan to another. Delta Dental has used this approach effectively in other government dental insurance programs and we are confident it will ensure continuity of care for program recipients, along with seamless transition of care, when applied in the Nevada DBA program.

Our provider directory lists Delta Dental's network of highly qualified general, pediatric and other specialty dentists. The directory is sorted by county and specialty and, for each office location, includes the provider name, address, telephone numbers, office hours, foreign languages spoken, specialties, whether or not the provider is accepting new patients, any practice limitations (e.g., willingness to serve children and adults with special health care needs) and any age restrictions.

The electronic version of the provider directory will be accessible on the Nevada DBA program website. The on-line provider directory will be searchable by ZIP code, city, county, provider's last name, dental office name, language and specialty. Providers who are available to render services to new patients will be flagged and easily identifiable. The electronic version will be updated whenever there is a change in the network (e.g., additions and deletions of providers and changes to a provider's name, address, telephone numbers, office hours, languages spoken, specialties, acceptance-of-new-patients' status and practice limitations).

Delta Dental has well-established processes to help ensure that information in the provider directory is accurate and current. Our initial verification occurs during the credentialing process. Our provider relations representatives reconfirm that information during telephone calls and on-site visits to provider offices. We use bulletins and the provider pages of the program website to remind providers to send us any changes in their contact information and/or services. In addition, providers may update their information on-line by clicking on the "My Profile" link on Delta Dental's "Provider Tools" web page (go.deltadentalins.com/provider-tools).

3.4.5 Provider Enrollment Roster Notification

3.4.5 Provider Enrollment Roster Notification

The vendor must either notify or provide the means for providers to verify recipients' PDP selection. The vendor must establish and implement a mechanism to inform each PDP about any newly enrolled recipients assigned to the PDP on at least a monthly basis. This information must be made available to each PCP within five (5) business days of the vendor receiving the Membership File. The Enrollment Sections will pass the Membership File through the system for verification of eligibility prior to distribution to the vendor, who will in turn be responsible for keeping individual participating providers informed. The vendor may elect to update its Membership File more frequently to keep PDPs informed of the enrollment activity.

Under the new DHCFP contract, we will manage the eligibility file and recipient termination processes, with overall accountability for ensuring that timely and accurate membership updates are applied to the enrollment system from the electronic membership files.

Our enrollment system automatically notifies providers about any newly enrolled recipients assigned to the PDP on a monthly basis. This information will be made available to each PCP within five (5) business days of Delta Dental receiving the membership file. We will also provide a method for providers to verify recipients' PDP selection on the provider website, in our Provider Tools application.

3.4.6 Transitioning/Transferring of Recipients

3.4.6 Transitioning/Transferring of Recipients

It may be necessary to transfer a recipient from one vendor to another or to FFS for a variety of reasons. When notified that a recipient has been transferred to another plan or to FFS, the vendor must have written policies and procedures for transferring/receiving relevant patient information, dental records and other pertinent materials to the other plan or current FFS provider. This must be done in compliance with the Health Insurance Portability and Accountability Act (HIPAA) and other privacy laws.

Delta Dental understands our responsibility for making sure that care is not disrupted for enrolled children who have the need to transfer to a different dental plan. Our comprehensive approach to member services – combined with proven case management methods – will ensure a smooth transition of care for recipients who transfer from Delta Dental to other plans. Our membership and provider policies and procedures cover all aspects of transferring and receiving patient information, dental records and other pertinent materials.

Transfers of members to any other plans or networks will be done in compliance with the Health Insurance Portability and Accountability Act (HIPAA) and other privacy laws.

3.5 RECIPIENT SERVICES

Delta Dental commits to complying with all Nevada DBA program recipient services provisions in RFP Subsection 3.5, Recipient Services. We describe our approach to meeting the RFP requirements in the sections that follow.

3.5.1 INFORMATION REQUIREMENTS

3.5.1 Information Requirements

Written Information

3.5.1.1 The vendor must have written information about its services and access to services including Recipient Services phone number available to recipients and potential recipients. This written information must also be available in the prevalent non-English languages, as determined by the State, in its particular geographic service area. The vendor must make free, oral interpretation services available to each recipient and potential recipient. This applies to all non-English languages, not just those that the State identifies as prevalent.

Delta Dental's written Nevada DBA program member materials, including the website, educational materials and correspondence, will be available in languages other than English, including Spanish and any other languages spoken by 5% or more of Delta Dental's total program recipients, and will comply with federal Title XXI regulations. Materials will be prepared at or below an eighth-grade reading level as measured by the Flesch-Kincaid readability index. Our Call Center phone number is included in the member handbook, the member's ID card, and on our website.

All materials will be accessible at no cost to visually impaired and special needs recipients in their preferred format (e.g., Braille, large print, audiotape or CD). Hearing-impaired recipients may reach Delta Dental through the Telecommunications Relay Service (TRS) by dialing 711. Recipients who speak languages other than English or Spanish can access interpretive services, upon request and at no charge, through our Call Center.

Interpretive Services

Delta Dental provides sufficient numbers of bilingual and multi-lingual Call Center staff to fully support the needs of recipients whose primary language is English or Spanish. To assist callers in languages other than English and Spanish, we have 24/7 access to interpretive services through our interpretive services telephone vendors. The languages available through those vendors encompass approximately 98.6% of all customer requests from the more than 6,800 languages spoken in the world today. Through

interpretive services vendors, we can also provide American Sign Language and Mexican sign language services using video interpretation technology.

As required for this program, the provider directory will include the foreign languages spoken in each network provider's office. This information will help recipients choose a provider who speaks his or her primary language or choose a facility that offers interpreting services.

There is no cost to recipients or providers for interpreting and translating services.

3.5.1.2 The vendor is required to notify all recipients and potential recipients that oral interpretation is available for any language and written information is available in prevalent languages. The vendor must notify all recipients and potential recipients how to access this information.

All vital documents including but not limited to orientation materials, the member handbook, the provider directory and outreach materials will be translated and available in English and Spanish. Many general outreach materials will also be available in Chinese. If the DHCFP identifies the need for materials in other languages to accommodate recipients with low-English proficiency, we will translate the materials and make them available in those other languages.

Information on the availability of material in other languages is included in the member handbook.

Alternative Formats

3.5.1.3 The vendor's written material must use an easily understandable format and language. The vendor must also develop appropriate alternative methods for communicating with visually and hearing-impaired recipients, and accommodating physically disabled recipients in accordance with the requirements of the Americans with Disabilities Act of 1990. All recipients and potential recipients must be informed that this information is available in alternative formats and how to access those formats. The vendor will be responsible for effectively informing Title XIX Medicaid recipients who are eligible for EPSDT services, regardless of any thresholds.

All membership materials will be accessible at no cost to visually impaired and special needs recipients in their preferred format (e.g., Braille, large print, audiotape or CD). Hearing- impaired recipients may reach Delta Dental through the TRS by dialing 711. Recipients who speak languages other than English or Spanish can access interpretive services, upon request and at no charge, through our Call Center. This information is included in each plan's recipient handbook. Materials will be prepared at or below an eighth-grade reading level as measured by the Flesch-Kincaid readability index.

The TRS allows individuals with a hearing or speech impediment to use the telephone system via a TTY. The 711 number is the general contact number we give to recipients for all our dental plans. The availability of the TTY/Telecommunications Device for the Deaf (TDD) service is explained in each plan's recipient handbook, and the 711 number is included on each recipient's identification (ID) card.

Availability of Materials in Braille and Other Alternate Formats

Delta Dental understands that member materials need to be helpful, accurate, comprehensive and accessible to all recipients, including those who may have special needs. We place a high priority on cultural competency among our staff, which helps to ensure that all recipients – regardless of culture, ethnicity, language, literacy level, religion or disability – receive the same high-quality services. Part of our ongoing cultural competency effort, which will be documented in the cultural competency plan we submit to the DHCFP following contract award, includes making member materials available in formats designed for visually impaired recipients (e.g., Braille and audiotapes).

3.5.2 MEMBER HANDBOOK

3.5.2 Member Handbook

The vendor must provide all recipients with a Member Handbook. The vendor can meet this requirement by sending the Member Handbook to the head of the household. The handbook must be written at no higher than an eighth (8th) grade reading level and must conspicuously state the following in bold print.

"THIS HANDBOOK IS NOT A CERTIFICATE OF INSURANCE AND SHALL NOT BE CONSTRUED OR INTERPRETED AS EVIDENCE OF INSURANCE COVERAGE BETWEEN THE VENDOR AND THE RECIPIENT."

Included in every member welcome packet is a member handbook. The member welcome packet is sent to new members within five days of enrolling into the program. Delta Dental's member handbook describes the dental benefits available to recipients in each of the target populations and how to access care.

We prepare a member handbook specific to each program we operate. A sample –from our Utah Medicaid contract – of a member handbook similar to the one Delta Dental is proposing for the Nevada DBA program is presented in Appendix A, Sample Member Handbook. The sample member handbook is presented to give the DHCFP a preview of the handbook's content. We recognize that the handbook requires the DHCFP approval and that content, design and formatting may change.

Materials will be prepared at or below an eighth-grade reading level as measured by the Flesch-Kincaid readability index. We understand and acknowledge that the handbook must conspicuously state the following in bold print.

"THIS HANDBOOK IS NOT A CERTIFICATE OF INSURANCE AND SHALL NOT BE CONSTRUED OR INTERPRETED AS EVIDENCE OF INSURANCE COVERAGE BETWEEN THE VENDOR AND THE RECIPIENT."

DHCFP Approval

3.5.2.1 The vendor must submit the Member Handbook to the DHCFP before it is published and/or distributed. The DHCFP will review the handbook and has the sole authority to approve or disapprove the handbook, in consultation with the Medical Care Advisory Committee (MCAC). The vendor must agree to make modifications in handbook language if requested by the DHCFP, in order to comply with the requirements as described above or as required by CMS or State law. In addition, the vendor must maintain documentation that the handbook is updated at least once per year.

Delta Dental will comply with all RFP requirements related to submission and review of member materials by the DHCFP. Specifically, we will submit to the DHCFP approval:

- ***All orientation packet materials 30 days before the Go-Live date, including the participant handbook;***
- ***Required changes, as directed by the DHCFP, to the participant handbook and ID card template within five days;***
- ***All materials, including those developed by entities outside of Delta Dental, at least 10 calendar days prior to use or on an ongoing basis;***
- ***Any revisions for re-review and approval whenever revisions are made and***
- ***All materials in an electronic format whenever possible, including final copies of approved materials.***

We understand that the DHCFP reserves the right to withdraw or modify its approval of member materials at any time. We understand and acknowledge that we will update the member handbook once a year, at a minimum.

Publishing and Mailing

3.5.2.2 The vendor must mail the handbook to all recipients within five (5) business days of receiving notice of the recipient's enrollment and must notify all recipients of their right to request and obtain this information at least once per year or upon request. The vendor will also publish the Member Handbook on the vendor's Internet website upon contract implementation and will update the website, as needed, to keep the Member Handbook current. At a minimum, the information enumerated below must be included in the handbook:

A. Orienting new members of its benefits and services including confirmation of the recipient's PDP selection or assigned PDP;

B. Role of the primary care dentist;

C. The days the office or facility is open and services are available;

D. The address and telephone number of the vendor's office or facility;

E. How to utilize services in sufficient detail to ensure that recipients understand benefit amount, duration and scope including prior authorization requirements;

F. What to do in a dental emergency or urgent dental situation including how to access emergency dental care after hours and on weekends, or out of the service area, inform the member to dial 911 if there is a medical emergency;

G. Information on Grievance, Appeals, and Fair Hearing procedures, as specified in 42 CFR 438.10(g);

H. A list of current network PDPs who are and who are not accepting new patients in the recipient's service area and all languages spoken;

I. The provider list located on the vendor's website shall be updated by the vendor monthly;

J. Any restrictions on the recipient's freedom of choice among network providers;

K. Procedures for changing a PDP;

L. Recipient rights and protections as specified in 42 CFR 438.100. The vendor must maintain written policies and procedures for informing recipients of their rights and responsibilities, and must notify recipients of their right to request a copy of these rights and responsibilities;

M. Procedures for enrollment and disenrollment;

N. Procedure for referral to specialists or other medically necessary dental services;

O. Referral for service that the vendor does not cover because of moral or religious objections, the vendor need not provide the information on how or where to obtain the service. The vendor must notify the State and recipient regarding services that meet these criteria and in those instances, the State must provide the information on where and how to obtain the service;

P. Any information regarding cost sharing which may apply for a non-covered service;

Q. How to access Non-Emergency Transportation;

R. The vendor is required to provide to the recipient upon request, information on the structure and operation of the vendor and information about provider incentive plans as set forth in 42 CFR 438.6(h);

S. Information the member needs in order to decide among all relevant treatment options;

T. The risk, benefits, and consequences of treatment and non-treatment;

U. The member's right to participate in decisions regarding his or her healthcare, including the right to refuse treatment, and to express preferences about future treatment decisions;

V. The member handbook must include a distinct section for eligible recipients which explains the EPSDT program and includes a list of all the services available to children; a statement that services are provided to the recipient at no costs and a telephone number which the recipient can call to receive assistance in scheduling an appointment;

W. Notification of the recipient's responsibility to report any third-party payment service to the vendor and the importance of doing so; and

X. Explanation of fraud and abuse and how to report suspected cases of fraud and abuse, including hotlines, e-mail addresses and the address and telephone number of the vendor's fraud and abuse unit.

Included in every member welcome packet is a member handbook, which will be sent to each member within five days of enrollment into the program. Delta Dental's member handbook describes the dental benefits available to recipients in each of the target populations and how to access care. Included in the welcome packet is information regarding the recipient's right to request and obtain this information at least once per year or upon request. Our handbook is also available in an electronic version on our website, and will be updated online as needed.

This handbook is the recipient's primary written source for details about the program. It includes, at a minimum, the following sections:

- ***Introduction – Welcomes the participant to the dental plan, explains how to use the handbook, explains the relationship between Delta Dental and the participant, and lists our toll-free Call Center telephone number with a statement that the participant may***

contact us for help locating a dentist, obtaining appointment assistance and obtaining answers to any other questions.

- ***Definitions – Presents a list of words and terms to help the participant understand the content of the handbook.***
- ***Importance of Dental Care and a Dental Home – Explains the importance of regular dental care and good oral hygiene, with an emphasis on preventive care (e.g., the appropriate schedule for dental care and instructions for brushing and flossing teeth). Explains the purpose and importance of a dental home and having a primary dental provider.***
- ***Participant Rights and Responsibilities – Explains the rights and responsibilities of each program participant.***
- ***Covered Dental Services – Provides a list of covered services, including but not limited to how to obtain emergency dental care.***
- ***Accessing Care – Explains how to access transportation services and how to access information and services for the hearing-impaired, vision-impaired and participants for whom English is not their primary language;***
- ***Using the Dental Plan – Explains how to choose a dental home dentist, how to schedule appointments and provides information on non-emergency transportation. This section covers how to obtain emergency and urgent dental care services and related topics. It also explains that covered dental services are available at no cost and without cost-sharing responsibilities for participants. Explains the benefit amount, duration and scope including prior authorization requirements;***
- ***Dental Provider – Includes a list of current network PDPs who are and who are not accepting new patients in the recipient's service area and all languages spoken, as well as address and phone numbers. (This list is updated online monthly.) Describes procedures for changing a PDP; Includes restrictions on the recipient's freedom of choice among network providers;***
- ***Grievance and Appeals Process – Describes how to file a grievance and/or appeal, including the roles of Delta Dental and DFCPH in those processes.***
- ***Fraud and Abuse – Provides an explanation of fraud and abuse and how to report suspected cases of fraud and abuse, including telephone hotlines, e-mail addresses and the address and telephone number of the vendor's fraud and abuse unit;***
- ***Cost Sharing – Provides information regarding cost sharing which may apply for a non-covered service;***
- ***Third Party Payments – Provides a notification of the recipient's responsibility to report any third-party payment service to Delta Dental and the importance of doing so;***
- ***General Information – Covers issues such as coordination of benefits, the risk, benefits, and consequences of treatment and non-treatment, the member's right to participate in decisions regarding his or her healthcare, including the right to refuse treatment, and to express preferences about future treatment decisions. Covers information on what to do in a dental emergency or urgent dental situation including how to access emergency dental care after hours and on weekends, or out of the service area, informing the member to dial 911 if there is a medical emergency;***

Delta Dental has no objections on moral or religious grounds to providing coverage for the dental services included in the Nevada DBA program. If any such policy is adopted in the future, Delta Dental will immediately furnish information about the services we do not cover to the DHCFP.

Notice of Change

3.5.2.3 The vendor must give each recipient written notice of any significant change, as defined by the State, in any of the enumerations noted above. The vendor shall issue updates to the Member Handbook, 30-days before the intended effective date, as described in 42 CFR 438.10(f)(4), when there are material changes that will affect access to services and information about the DBA Program. The vendor will provide notification when a change directly affects the ongoing care of the recipients. The vendor shall also provide such notices in its semi-annual recipient newsletters and shall maintain documentation verifying handbook updates.

Any significant changes to the dental plan affecting recipients will be communicated in writing to the recipients. Any required changes to the member handbook will be made 30 days prior to the intended effective date, at a minimum. Any changes will also be provided semi-annually via recipient newsletters. Delta Dental will maintain a record of all handbook changes.

We commit to working cooperatively with the DHCFP to incorporate all plan changes and updates within the required time frames. Further, when DHCFP approval is required for plan changes, system modifications, material revisions and other items, we will seek and obtain such approval before implementing the change.

Written Notice of Provider Termination

3.5.2.4 The vendor must give written notice of termination of a contracted provider, within fifteen (15) business days after receipt or issuance of the termination notice. This notice shall be provided to each recipient who received his/her primary care from, or was seen on a regular basis by, the terminated provider.

In the event a contracted provider leaves the Nevada DBA program or is terminated by Delta Dental, we will provide any recipients receiving primary or regular care from this provider a written notice of such a termination within 15 days after receipt or issuance of the termination notice.

3.5.3 Recipient Services Department/Concierge Services

3.5.3 Recipient Services Department/Concierge Services

The vendor shall maintain a Recipient Services Department (that also includes a Concierge Service) that personally assists recipients to find a service provider. This department must be adequately staffed with qualified individuals who shall also assist recipient, recipients' family members, or other interested parties (consistent with laws on confidentiality and privacy) in obtaining information and services under the vendor's plan.

Delta Dental has decades of experience performing Call Center functions for government programs. In our experience, this form of communication is critical for assisting recipients with a wide variety of questions and concerns. Our Call Center will include a Concierge Service, all agents will be trained to assist recipients with information and services available in our plan.

For example, recipients may obtain information on locating and accessing a provider, program coverage, coordination of benefits and/or treating children with special needs. Recipients may also call with requests for interpreter services and assistance with appointment scheduling or filing a grievance.

Call Center staffing will be at a level sufficient to ensure prompt call answering and issue resolution.

Hours of Operation, Toll-Free Hotline

3.5.3.1 The Recipient Services Department is to be operated at a minimum, traditional business hours of Monday through Friday, 8:00 a.m. through 5:00 p.m., and not less than what is provided to the vendor's commercial clients, if applicable.

3.5.3.2 Ensure that a toll-free hotline telephone number is operated at a minimum, traditional business hours of Monday through Friday, 8:00 a.m. through 5:00 p.m for recipient access.

Our Call Center will offer a toll-free number specifically Nevada DBA program recipients. Staff will undergo comprehensive training that prepares them to interact efficiently and compassionately with recipients. Staff will receive training designed specifically for the Nevada DBA program, and will update the training curriculum as program changes occur. The Call Center will operate Monday through Friday, from 8 a.m. through 5 p.m. for recipient access.

Recipient Services Department Responsibilities

3.5.3.3 At a minimum, Recipient Services Department staff must be responsible for the following:

A. Explaining the operation of the vendor;

B. Explaining covered benefits;

C. Resolving, recording and tracking recipient grievances and appeals in a prompt and timely manner;

D. Responding to recipient inquiries;

E. Providing Concierge Services; and

F. If the recipient requires assistance with accessing care, including finding a provider, the Recipient Services Department will transfer the recipient to the in-person Concierge Services. The in-person Concierge Service staff will assist the recipient to find a provider, this assistance is over and above providing a list of network providers or directing to the web. The Concierge will provide the following assistance:

1. Assisting recipients in selecting and/or changing PDPs or Primary Dental Care Sites. The vendor must report any PDP and/or Primary Dental Care Sites changes electronically to the DHCFP;

2. Assisting recipient to make appointments and obtain services; the vendor is required to find and schedule an appointment if the recipient reports they are unable to access or find a provider or make an appointment;

3. Assisting recipient in obtaining out-of-area and out-of-network care; and

4. While the Recipient Services Department will not be required to operate after business hours, the vendor must comply with the requirement to provide urgent care and emergency coverage twenty-four (24) hours per day, seven (7) days per week. The vendor must have written policies and procedures describing how recipients can obtain urgent coverage and emergency services after business hours and on weekends. Policies and procedures must include provision of direct contact with qualified dental professionals. Participants should be given the option to speak with a qualified dental professional during an emergency to advise and direct recipients to the correct service location which may include local emergency departments or dental offices. Urgent coverage means those problems which, though not life-threatening, could result in serious injury or disability unless medical attention is received.

Our Customer Service Representatives (CSR) are fully trained to provide Concierge Services. This is accurate, timely assistance regarding each dental plan, including but not limited the following:

- ***Questions regarding covered benefits and general program information***
- ***Locating a provider***
- ***Assisting with appointment scheduling***
- ***Changing providers***
- ***Assisting with transportation to appointments***
- ***Providing information on our grievance and appeal process***
- ***Assisting with interpretive services.***

Members will have access to urgent and emergency care after hours via our NotifyMD service. This service has licensed professional staff that can assist if necessary, which will comply with this RFP requirement of coverage 24 hours per day, 7 days per week.

A brief summary of each of the CSR services is described below.

Covered Benefits and General Program Information

CSRs have access to on-line and print reference materials, including program information, schedule of benefits, recipient eligibility records, authorization and claim records, member handbook and provider manual, communications and correspondence. They can respond quickly and easily to most inquiries by accessing those resource materials. Questions that require further research or special assistance are forwarded to the appropriate Delta Dental staff person for timely review and response.

Locating a Provider and Assisting with Appointment Scheduling

CSRs assist callers in selecting a primary dental provider (i.e., to establish a dental home) or other network dentist who is geographically located near their residence, school or office, speaks the recipient's primary language and, if applicable, serves recipients with special needs. Using an automated system that accepts multiple variables, the CSR identifies one or more providers who best meet the recipient's criteria and communicates the requested information to the caller. The CSR will also offer to contact the provider's office to set up the appointment while the recipient is on the line or via call-back.

If the CSR has difficulty locating an acceptable provider during the recipient's initial call, the CSR may need to research the issue and/or engage the services of another Delta Dental work group to provide assistance and resolution. For example, if no network provider is available to meet a recipient's special needs, the CSR may escalate the issue to a Call Center supervisor who may then need to work with a provider relations representative to find an out-of-network provider. At all times throughout the process, Call Center staff retain ownership of the issue to ensure its timely resolution.

Assisting with Transportation to Appointments

Problems with transportation may make it difficult for recipients to keep appointments. If a recipient requests assistance making a dental appointment, the CSR is trained to ask if he or she needs other types of assistance such as transportation to and from the appointment. If yes, the CSR can provide telephone numbers for transportation services (e.g., through a local health department) and also assist the caller with making those arrangements.

Grievance and Appeal Process

The first indication of a potential grievance usually begins with a recipient's or provider's telephone call. Our CSRs receive special training regarding the handling of grievances

and make every effort to resolve simple administrative issues immediately. For issues that require further handling, the CSR provides the caller with the necessary information to file a written grievance. Upon request, the CSR assists the caller in completing the grievance information and routes the grievance to appropriate staff for review and processing.

Interpretive Services

Delta Dental provides sufficient numbers of bilingual and multi-lingual Call Center staff to fully support the needs of recipients whose primary language is English or Spanish. To assist callers in languages other than English and Spanish, we have 24/7 access to interpretive services through our interpretive services telephone vendors. The languages available through those vendors encompass approximately 98.6% of all customer requests from the more than 6,800 languages spoken in the world today. Through interpretive services vendors, we can also provide American Sign Language and Mexican sign language services using video interpretation technology.

The provider directory will include the foreign languages spoken in each network provider's office. This information will help recipients choose a provider who speaks his or her primary language or choose a facility that offers interpreting services.

Hearing-impaired recipients may reach Delta Dental through the TRS by dialing 711. The TRS allows individuals with a hearing or speech impediment to use the telephone system via a TTY. The 711 number is the general contact number we give to recipients for all our dental plans. The availability of the TTY/Telecommunications Device for the Deaf (TDD) service is explained in each plan's recipient handbook, and the 711 number is included on each recipient's identification (ID) card.

There is no cost to recipients or providers for interpreting and translating services.

3.5.4 Dental Provider Requirements

3.5.4 Dental Provider Requirements

Primary Dental Provider (PDP) or Primary Dental Care Site

3.5.4.1 Primary Dental Provider (PDP) or Primary Dental Care Site

The vendor shall allow each enrolled recipient the freedom to choose from among its participating PDPs and change PDPs as requested. The vendor must implement procedures to ensure that each recipient has an ongoing source of primary care appropriate to their needs.

Each enrolled recipient must be assigned to a PDP or Primary Dental Care Site, within five (5) business days of the effective date of enrollment. The vendor may auto-assign a PDP or Primary Dental Care Site that has traditionally served

the Medicaid population to an enrolled recipient who does not make a selection at the time of enrollment.

Delta Dental fully supports the DHCFP's requirement for a Primary Dental Provider (PDP) or Primary Dental Care Site, also known as a "dental home", for recipients in the Nevada DBA program. The dental home concept increases the opportunity for good long-term oral health by creating an ongoing relationship among recipients, their families and a PDP, usually a general or pediatric dentist. Delta Dental's customized network for the program will provide sufficient dental primary care and specialty providers to accommodate the needs of program recipients throughout the state.

Delta Dental's systems have been designed to perform the functions necessary to manage dental home programs such as the Nevada DBA program, including:

- ***Assisting newly enrolled recipients to select a PDP from network providers located in their geographic area;***
- ***Assigning newly enrolled recipients who have not selected a PDP to a network provider within five days, taking into consideration geographic, language and cultural factors and historical usage;***
- ***Matching members of a household with the same PDP;***
- ***Enabling recipients to change their PDP on request and***
- ***Allowing recipients continued use of a provider until the recipient can be transferred to an appropriate network provider.***

Twenty-Five Mile Rule

3.5.4.2 Twenty-Five (25) Mile Rule

The vendor must offer every enrolled recipient a PDP or Primary Dental Care Site located within a reasonable distance from the enrolled recipient's place of residence. In a county having a population of 100,000 or more, must have a radius of not more than 25 miles between the subscriber or individual enrollee and PDP without the written request of the recipient.

Easy access to a network dentist is of particular concern in publicly funded dental programs. In our experience, there can be a number of barriers to vulnerable children and their families and adults accessing dental care. In addition to cultural, language and education issues, simple transportation can limit participation and contribute to missed appointments. Missed appointments are missed opportunities for improving the oral health of the recipient and also a source of frustration for network providers, as patients frequently give little or no advance notice.

For these reasons, configuring a dental network that provides the most convenient access possible, factoring in public conveyance options, is of paramount importance to Delta Dental network specialists. In a county having a population of 100,000 or more, we commit to a radius of not more than 25 miles between the subscriber or individual recipient and PDP without the written request of the recipient.

Assignment of PDP or Primary Dental Care Site

3.5.4.3 Assignment of a PDP or Primary Dental Care Site

If an enrolled recipient does not choose a PDP, the vendor shall match enrolled recipients with PDPs by one or more of the following criteria:

A. Assigning enrolled recipients to a provider from whom they have previously received services, if the information is available;

B. Designating a PDP or Primary Dental Care Site who is geographically accessible to the enrolled recipient per NAC 695C.160 (25 Mile Rule); and

C. Assigning all children within a single family to the same PDP.

The dental home concept increases the opportunity for good long-term oral health by creating an ongoing relationship among recipients, their families and a primary dental provider (PDP), usually a general or pediatric dentist. Delta Dental's customized network for the program will provide sufficient dental primary care and specialty providers to accommodate the needs of program recipients throughout the state. Delta Dental's systems have been designed to perform the functions necessary to manage dental home programs such as the Nevada DBA program, including:

- ***Assisting newly enrolled recipients to select a PDP from network providers located in their geographic area;***
- ***Assigning newly enrolled recipients who have not selected a PDP to a network provider within five days, taking into consideration geographic, language and cultural factors and historical usage;***
- ***Matching members of a household with the same PDP;***
- ***Enabling recipients to change their PDP on request and***
- ***Allowing recipients continued use of a provider until the recipient can be transferred to an appropriate network provider.***

Changing a PDP or Primary Dental Care Site

3.5.4.4 Changing a PDP or Primary Dental Care Site

A. An enrolled recipient may change a PDP or PDCS for any reason. The vendor shall notify enrolled recipients of the procedures for changing PDPs or Primary Dental Care Sites.

B. In cases where a PDP has been terminated, the vendor must notify enrolled recipients in writing and allow recipients to select another primary Dental provider, or make a re-assignment within fifteen (15) business days of the termination effective date, and must provide for urgent care for enrolled recipients until re-assignment.

C. The vendor may initiate a PDP or Primary Dental Care Site change for an enrolled recipient under the following circumstances:

1. The enrolled recipient's residence has changed such that distance to the PDP is greater than twenty-five (25) miles. Such change will be made only with the consent of the recipient;

2. The PDP ceases to participate in the vendor's network; or

3. Legal action has been taken against the PDP, which excludes provider participation.

D. The vendor shall track the number of requests to change PDPs and the reasons for such requests.

Our dental plan policies allow enrolled recipient to initate a change in the primary dental care provder or site for any reason. Procedures for this are included in the member handbook. In the event a PDP has been terminated, we will notify enrolled recipients in writing and allow recipients to select another primary dental provider, or make a re-assignment within 15 business days of the termination effective date, and must provide for urgent care for enrolled recipients until re-assignment.

Delta Dental may initate a change in the primary dental provider or primary dental care site under the following circumstances:

- ***The enrolled recipient's residence has changed such that distance to the PDP is greater than 25 miles. Such change will be made only with the consent of the recipient;***
- ***The PDP ceases to participate in the vendor's network; or***
- ***Legal action has been taken against the PDP, which excludes provider participation.***

Dental Homes

3.5.4.5 Use of Dental Homes

A. The vendor is encouraged to use existing patient-centered Dental homes/health homes, when available and appropriate.

B. Vendor should use supportive provider services and contracting to support the expansion of patient-centered dental homes/health homes.

C. Vendor is encouraged to use other innovative models, when available and appropriate.

Delta Dental believes that improving access to preventive dental care will improve overall dental health for each of the target populations. Through our dental home program and communication with recipients' primary dental providers, we will foster timely and appropriate preventive care, diagnostic services and restorative care for recipients.

Delta Dental will maintain the dental home program for each Nevada county in its current structure. All elements of the program will be in place at the Go-Live date to maintain continuity of care for current recipients. We will work with DFCPH to ensure that parameters of the current Nevada DBA program structure are incorporated into our system, policies and procedures. A copy of the dental home assignment process will be submitted to DFCPH during the start-up period. Key features of our dental home processes include:

- ***Identifying newly enrolled participants to initiate timely dental home selection or assignment;***
- ***Identifying re-enrolled participants to assign their historical dental home, if none is selected;***
- ***Monitoring provider capacity to ensure that participants are not linked to PDPs who have reached full capacity;***
- ***Analyzing individual and overall participant reassignment requests to identify potential issues such as access to care, quality of care or misunderstandings regarding benefit coverage;***
- ***Generating a welcome packet that includes explanatory materials and an identification card with the PDP contact information, Delta Dental's website and toll-free Call Center number and***
- ***Producing a variety of operational reports to assess dental home activity.***

Delta Dental's network provider training and education program will emphasize the role of the PDP to ensure that dentists fulfill their critical role in child and adult recipient care. PDPs are charged with promoting routine visits for preventive care and screenings in accordance with American Academy of Pediatric Dentistry's (AAPD) and Early and Periodic Screening, Diagnosis and Treatment (EPSDT) recommendations for children and overall standards of care for adults. They also make referrals to and coordinate with specialty dentists to ensure that recipients receive the specialized care needed.

Should a recipient require dental services prior to the assignment or selection of a PDP, he or she may obtain services from any network provider. Our toll-free Call Center staff can assist the individual or family member with identifying a conveniently located general or specialty dentist to provide the appropriate services.

3.5.5 Children with Special Health Care Needs

3.5.5 Children with Special Health Care Needs (CSHCN)

Treatment Plans

3.5.5.1 The vendor must produce a treatment plan for recipients with special health care needs who are determined through an assessment by appropriately qualified health care professionals to need a course of treatment or regular care monitoring. The treatment plan must be:

A. Developed by the recipient's primary dental provider with recipient participation, and in consultation with any specialists caring for the recipient;

B. Approved by the vendor in a timely manner, if approval is required by the vendor; and

C. In accordance with any applicable State quality assurance and utilization review standards.

When recipients have been identified as having special needs – such as autism, behavioral problems, hemophilia, or another condition requiring special accommodation during dental care delivery – they will be assigned to case management staff. These staff facilitate continuity of care by coordinating services and benefits among all plans and providers involved in the recipients' care. Further, they work with the recipients to support and encourage continued use of the same multidisciplinary treatment team so that providers can develop a long-term treatment strategy and effectively monitor changes in the recipients' overall health status.

Our treatment plans for special needs recipients will be in accordance with any applicable State quality assurance and utilization review standards.

Direct Access to Specialist

3.5.5.2 Must have a mechanism in place to allow these recipients direct access to a specialist through a standing referral or an approved number of visits, as deemed appropriate for the recipient's condition and identified needs.

Delta Dental's primary goal for the Nevada DBA program will be to improve and stabilize the dental health of recipients. In partnership with program providers, we commit to ensuring access to high-quality dental care, including access to specialists, urgent care and 24-hour emergency care.

Recipients may see any primary dental provider (including pediatric dentists) and any specialty dentist in the network without a referral. If the recipient requires care from a specialty provider, the recipient may call the Call Center to ask for assistance in locating a specialist or for clarification of covered benefits but no referral is necessary.

Coverage of specialty services is contingent on the recipient's eligibility at the time of service and is subject to the recipient's plan-specific benefits, limitations and exclusions. Except in the case of an emergency, specialty services must be performed by a network provider.

3.6 NETWORK

Delta Dental commits to complying with all Nevada DBA program provider network provisions in RFP Subsection 3.6, Network. We describe our approach to meeting the RFP requirements in the sections that follow.

The vendor is required to establish and manage appropriate provider networks and maintain existing written provider agreements with such providers in geographically accessible locations. The vendor must maintain a network of General Dentists, Pediatric Dentists, Endodontists, Oral Surgeons, Oral and Maxillofacial Surgeon, Periodontists and Prostodontists, Dental Hygienists, and ancillary services sufficient to provide access to all services covered in this RFP in a manner that complies with access standards described in this RFP, in the DHCFP's Access to Care Plan, and the Code of Federal Regulations. Consideration must be given to the number of expected recipients that may enroll. The vendor when establishing and maintaining its network must consider the expected utilization of services and the numbers and types of providers given the characteristics and dental care needs of the specific Medicaid population enrolled with the vendor. The vendor's management oversight includes, but is not limited to, credentialing, maintenance, provider profiling, peer review, dispute resolution and Dental Director Services. The vendor must conduct secret shopper surveys to a statistically sound sample across their network as part of the Access to Care Monitoring Plan to identify appointment standards and access to services which must be reported annually.

The vendor must describe their approach to network management including if the network will be an open or closed network and if some services are currently planned to be provided through subcontractors, sub capitation, fee for service or alternative models.

Network providers will be required to use designated practice guidelines and protocols. Prior to the contract start date the vendor shall identify the practice guidelines it intends to use for acceptance by the DHCFP. Submission shall occur after awarded contract but before the contract start date. The State shall accept or reject, in writing, within ten (10) business days of receipt.

If the vendor puts a provider group at substantial financial risk for services not provided by the provider group, the vendor must ensure that the provider group has adequate stop-loss protection.

One of Delta Dental's primary network management goals is network stability and continuity of care for patients. Establishing a comprehensive, custom network with convenient access is the first step of Delta Dental's network services to the DHCFP and program recipients. The second – and equally critical – step is maintaining and improving access to dental care throughout the contract term. It is not unusual for Delta

Dental to achieve dentist retention rates of 99% for our customers, including those serving Medicaid populations.

We regard our provider network for the Nevada DBA program as a critical asset, and it is the responsibility of our Provider Relations (PR) representatives to maintain its vitality and integrity over the life of the Nevada DBA program contract.

A key aspect of implementing, administering and maintaining a Medicaid dental plan is the recruitment, enrollment and retention of network providers. Delta Dental's custom network development approach has consistently delivered a stable, comprehensive network of qualified dentists with broad geographic access, specialty services and reserve capacity to fully serve the needs of recipients. We also take into account the unique characteristics of plan recipient populations. To satisfy these high standards, we have established effective methods, including extensive and ongoing provider training, comprehensive provider manuals and resources and in-office support, during our six decades as a dental insurer to maintain productive working relationships with the dental community on behalf of our dental plan purchasers.

Throughout our many years developing networks for various programs, we have found that dentists have a natural predisposition toward providing services to underserved populations. Dental providers understand, better than anyone, the benefit of establishing good oral health early in life and the adverse consequences of poor oral health, including missed school days, low self-esteem, illness and serious health issues later in life. We plan to build on our past experience and implement a strategic combination of broad-based and targeted strategies that individually and collectively address the need for an expanded network that provides dental services to a variety of Medicaid recipients, including those with special health care needs.

Delta Dental shares the DHCFP's goals of increasing dental services utilization and reinforcing the dental home program and, therefore, unequivocally accepts all RFP and contract provisions without exception.

3.6.1 PRACTICE GUIDELINES AND PROTOCOLS

3.6.1 The vendor must adopt practice guidelines and protocols which:

3.6.1.1 Are based on valid and reliable clinical evidence or a consensus of health care professionals in the particular field;

3.6.1.2 Are adopted in consultation with contracting dental professionals; and

3.6.1.3 Are reviewed and updated periodically as needed to reflect current practice standards.

Delta Dental's Internal Quality Assurance Program (IQAP) addresses all applicable program areas including the adoption and periodic updating of clinical practice

guidelines and protocols. Our practice guidelines and protocols are based on valid and reliable clincal evidence or a consensus of healthcare professionals in the field of dentistry and are adopted in consultation with contracting dental professionals.

Delta Dental's clinical practice guidelines reflect the following:

- ***Guidelines set by our Utilization Committee and dental director, with input from network dental providers;***
- ***Applicable state and federal regulatory requirements and contract requirements and***
- ***National guidelines, best practices and standards identified by professional organizations and specialty groups such as the American Dental Association, American Academy of Pediatric Dentistry, NCQA, American Association of Endodontists, American Academy of Periodontology and American Association of Oral and Maxillofacial Surgeons.***

Delta Dental recognizes that the guidelines set by professional organizations and specialty groups are not intended to be comprehensive instructions for treatment. We use the information obtained from those entities to help us assess treatment options and techniques that reflect current, generally accepted standards of care. The rigorous methodology used by those entities to develop and update their guidelines ensures the DHCFP that Delta Dental's recommendations for dental clinical practice – as distributed to network providers in the Nevada DBA program – are based on sound clinical evidence.

Our general process for adopting a clinical practice guideline includes the following steps:

- ***Researching professional organization websites for an applicable clinical practice guideline;***
- ***Sending the proposed clinical practice guideline to network providers to obtain feedback within a specified time frame;***
- ***Contacting providers as needed to ensure an adequate response rate;***
- ***Compiling provider feedback and submitting it to the Quality Assurance Committee (along with copies of the clinical practice guideline) for approval;***
- ***Submitting the adopted guideline to the DHCFP for approval;***
- ***Following approval from the Quality Assurance Committee and the DHCFP, distributing the final guideline to providers through mailings, provider newsletters and/or provider manual;***
- ***Providing training on application of the clinical practice guideline, as needed and***
- ***Soliciting provider feedback and/or monitoring utilization to determine if the guideline is being applied.***

Delta Dental will establish a Nevada Medicaid Dental Advisory Group to actively partner with community providers, the DHCFP and other stakeholders on dental program improvements. The advisory group will be comprised of dental professionals from the Clark and Washoe county service areas, the DHCFP, appropriate stakeholders and Delta Dental staff. The advisory group will provide a forum for providers and other stakeholder to voice concerns regarding program policies and procedures, delivery of care challenges and other topics germane to the Nevada DBA program. The Practice Guidelines committee within the advisory group will elicit network provider input prior to adopting clinical practice guidelines and protocols. Eliciting provider input prior to

adopting clinical practice guidelines assists with identifying training needs and increases the likelihood of provider compliance.

3.6.2 Delta Dental's Provider Network Obligations

3.6.2 The Vendor must:

Disseminate Practice Guidelines

3.6.2.1 Disseminate its practice guidelines to all affected providers prior to the contract start date and, upon request, to recipients and potential recipients, including prior authorization policies and procedures;

Delta Dental will disseminate our practice guidelines to all affected providers prior to the contract start date. Upon request, we will also disseminate practice guidelines, including prior authorization policies and procedures, to recipients and potential recipients. This information is typically included in the Provider Handbook, is available through our website and is part of a Delta Dental provider quick reference guide, as well as upon request through our call center or from our local PR representative.

Ensure Decisions Are Consistent With Guidelines

3.6.2.2 Ensure that decisions for utilization management, recipient education, coverage of services, and other areas to which the guidelines apply are consistent with the guidelines;

Delta Dental will ensure that decisions for utilization management, member education, coverage of services, and other areas to which the guidelines apply are consistent with the guidelines through our change management processes coordinated by our contract administration department.

When a practice guideline is changed and approved, the quality assurance team notifies the Nevada Operations Manager. The Operations Manager reviews the new or updated guideline and identifies the areas to which it applies. The Operations Manager then initiates task orders to those areas to update applicable policies and procedures to incorporate the new or updated guideline. Affected staff are notified of the new guideline and its applicability to their duties. In most cases, the claims processing, prior authorization, program integrity and utilization management areas will be affected by a new or updated guideline, however every department is considered during the analysis process to ensure that all affected areas are properly notified.

Timely Access to Care

3.6.2.3 Meet and require its providers to meet State standards for timely access to care and services, taking into account the urgency of the need for services;

The obligation to meet State standards for timely access to care and services, accounting for the urgency of the need for services, is included in our provider agreement. Further, the standards are included in our member and provider facing team policies and procedures information to ensure that case management, provider relations, recipient services and other team members are aware of and meet the standards in the execution of their duties as well. Our local PR representative periodically verifies and audits that providers are following timely access to care standards through "secret shopper" calls and during the course of routine office service visits.

Network Providers Hours of Operation

3.6.2.4 Ensure that its providers offer hours of operation that are no less than the hours of operation offered to commercial recipients or comparable to Medicaid FFS, if the provider serves only Medicaid recipients;

All of our network providers will offer hours of operation that are no less than the hours of operation offered to commercial recipients, or comparable to Medicaid FFS if the provider services only Medicaid recipients. Our providers are required to meet State standards for timely access to care and services, taking into the account the urgency of the need for services.

Our current provider contract already includes this provision. Additionally, our PR representative trains and coachs providers, through office visits and seminars, that providers must provide similar care, treatment and services to Medicaid recipients as is provided to commercial patients.

Provider Compliance

3.6.2.5 Mechanisms to ensure compliance by providers;

3.6.2.6 Monitor providers regularly to determine compliance;

3.6.2.7 Take corrective action if there is a failure to comply by network providers;

Ensuring provider compliance begins with our provider contracting policies complemented by our provider relations, and education and training services. Delta Dental's provider agreement reflects a comprehensive set of core requirements that address clinical, financial, administrative and legal provisions to safeguard recipient health. These standards will be set forth in the provider agreement terms that detail the responsibilities of a network provider.

Maintaining and growing a stable, comprehensive network over the course of the DBA contract allows recipients and families to build productive relationships with their dentists. Network stability helps instill a sense of security, trust and familiarity among the families served by the network's dentists. Our PR and education program is designed to meet the dual goals of high-quality patient care and provider compliance. To accomplish this, we offer a full complement of support services, enabling providers and their office staff to render services appropriately, efficiently and in compliance with contract obligations.

Unlike many other dental benefit administrators, Delta Dental offers a full time PR representative located to Nevada to serve the Nevada DBA program. Our local PR representative focuses on the development and maintenance of Delta Dental's relationship with the provider. The PR representative partners with the provider, and their office staff, to ensure they are well versed and clearly understand their contractual obligations. If deficiencies are identified, it is most often by the PR representative who can immediately coach the provider and their staff on ways to correct the issue. Our PR representative works collaboratively with the provider to improve compliance and increase utilization, as well as gain administrative efficiencies, through the use of available Delta Dental aids and tools, including the Provider Tools section of Delta Dental's website, flyers, posters, quick reference guides, and tear sheets.

Delta Dental's PR representative and quality assurance and improvement staff monitor timely access to care and investigate potential provider compliance issues. Some of the methods used to monitor compliance are:

- ***Provider profiling;***
- ***Results of chart audits and focused audits;***
- ***Utilization management reports;***
- ***Number and severity of participant complaints related to network services;***
- ***Evaluating members' reasons for requesting a change in network providers;***
- ***Dentist availability to participants for emergency, urgent and routine care;***
- ***Targeted and random blind calls to confirm provider compliance with network provisions and***
- ***Results of participant and provider satisfaction surveys.***

Another way we monitor compliance is by consulting with other Delta Dental departments to identify particular offices or providers who may benefit from early intervention by their PR Representative. Indicators of the need for additional information or training are recipient complaints, delayed/denied claims and/or frequent inquiries. Office visits for those provider offices will be scheduled promptly to ensure optimum participation without unnecessary administrative burden for providers and their staff.

Our initial action is remediation through peer-to-peer counseling. A Delta Dental dental professional contacts the provider directly to discuss the circumstances that prompted the contact and the provider's obligation regarding compliance. In our experience, this action is usually sufficient to correct any misunderstandings and non-conformance. We maintain a record of the actions taken and, should a provider incur three confirmed incidents, more aggressive interventions and sanctions are applied, up to and including contract termination and removal from the network. In situations where supplemental

training is indicated for dentists or office staff, the assigned PR representative contacts the provider to schedule a training session to review policies. Delta Dental invests the resources needed to preserve and promote provider participation, taking into account the provider's level of cooperation and past history, geographic and specialty access in the area and recipient utilization.

Cultural Competency

3.6.2.8 Participate in state and federal efforts to promote the delivery of services in a culturally competent manner to all recipients, including those with limited English proficiency and diverse cultural and ethnic backgrounds;

Delta Dental places a high priority on cultural competency training to ensure that all members – regardless of culture, ethnicity, language, literacy level, religion or disability – receive the same high- quality level of services. Our well-established cultural competency program meets Delta Dental's corporate commitment to excellence in this area.

For the Nevada DBA program, we will focus our efforts on the following activities:

- ***We will update our Cultural Competency Plan, which details the methods we use to serve people with varying cultural, ethnic and religious backgrounds, as well as those members who have disabilities and/or language or literacy barriers that impede their access to dental services.***
- ***In conjunction with updating the Cultural Competency Plan, we will review all applicable processes and procedures to confirm that members with limited English proficiency are effectively informed and can have meaningful access (both orally and in writing) to programs, benefits and activities in their primary language.***
- ***We will identify network providers who may be having difficulty serving members in a culturally competent manner and develop intervention strategies to prevent service delivery disparities.***

Delta Dental's written Nevada DBA program member materials, including the website, educational materials and correspondence, will be culturally competent and available in languages other than English, including Spanish and, to exceed RFP requirements, in any other languages spoken by 5% or more of Delta Dental's total program recipients, and will comply with federal Title XXI regulations. Materials will be prepared at or below an eighth-grade reading level as measured by the Flesch-Kincaid readability index. Our Call Center phone number is included in the member handbook as well as on the recipient's ID card.

Delta Dental recognizes that Medicaid and CHIP recipients have the right to quality health care regardless of their age, sex, ethnicity, religion, disabilities or ability to understand the English language. We help limited English proficiency (LEP), hearing-impaired and sight-impaired recipients obtain the best, most appropriate dental care possible through our well-established cultural competency plan that encourages culturally competent contact between recipients and providers, staff recruitment and training, translation services, and the development of appropriate health education materials.

We have three comprehensive enterprise-wide linguistic accessibility policies: "Language Assistance Program," "Language Assistance Program – Network Provider Services" and "Language Assistance Program – Translation of Delta Dental Documents." Collectively, these three policies address the following functions:

- ***Assessing the need for language assistance in each dental plan/program;***
- ***Providing language assistance services to LEP individuals;***
- ***Communicating about language assistance services to internal staff and plan/program providers, recipients and stakeholders;***
- ***Coordinating the interaction of providers in support of the provision of language assistance services;***
- ***Training internal staff on cultural diversity, cultural competency, effective interaction with individuals needing assistance, and procedures for obtaining assistance;***
- ***Monitoring and evaluating compliance with the language assistance program and modifying it as appropriate;***
- ***Developing the organizational infrastructure to provide language assistance services;***
- ***Translating documents to support language assistance services and***
- ***Applying language assistance requirements to Delta Dental dental plans/programs as appropriate and in compliance with applicable laws and regulations.***

Staff Recruitment and Training

Delta Dental recruits staff whose experience and skills best meet each position's specific requirements. For example, we look for staff who are bilingual in English and Spanish to help meet the needs of Spanish-speaking recipients in our California Medicaid Dental Program (Denti-Cal). All Delta Dental staff learn about language assistance services through cultural competency training, which is required upon hire and annually thereafter. The training addresses the processes and procedures to help program recipients access services and, in addition, emphasizes the right of recipients to receive interpretive and translation services upon request and at no charge to them. Staff assigned to the Nevada DBA programs will also receive contract-specific training on cultural competency and linguistic access.

Oral Interpretation Services

Delta Dental offers the following oral interpretation services:

- ***Bilingual and Multilingual Interpreting Services – Our Call Center staff include representatives who are bilingual in English and Spanish. For communicating with recipients in languages other than English and Spanish, we use Language Line Services, Inc., a vendor that provides instant two-way interpretation for most spoken languages. To access the service, a Call Center representative calls the toll-free Language Line number and requests the desired language. A three-way call is then established among the caller, the interpreter and the Call Center representative.***
- ***Sign Language Services – We offer hearing-impaired recipients the services of American Sign Language (ASL) interpreters through a telecommunications video relay service and/or video remote interpreter that supports communication via video desktop, live Internet and mobile devices. If a recipient needs ASL interpreting services at a dental appointment, we document the request using an ASL Interpreter Request form and make***

arrangements for the interpreter to be at the dental office at the scheduled time. We ask the recipient for 24-hour advance notice if he or she needs to cancel the dental appointment.

- ***711 Service – Accommodations for visually impaired and blind recipients are available by calling 711, the Telecommunications Relay Service.***

Written Translation Services

All recipient educational materials and other vital documents – such as complaint forms, notices of action, grievance/administrative hearing information, and outreach materials – will be available to Nevada DBA recipients in English and any prevalent non-English languages as determined by the DHCFP. If the DHCFP identifies any other prevalent languages (typically defined as a language spoken by more than 5% of recipients in a designated geographic area), we will have recipient materials translated into those languages by an approved translation vendor.

Delta Dental recognizes that the readability of recipient materials affects his or her success in understanding not only the dental program's benefits and rules, but also the importance of routine dental care. Factors influencing recipient comprehension of and interest in reading materials include, but are not limited to, print legibility, type size, word complexity and sentence complexity. For the Nevada contract, we will develop recipient informational and educational materials at no higher than an eighth-grade reading level and in an appealing, conversational tone with culturally, linguistically and age-appropriate language, phrases and examples.

For more information on Delta Dental's approach to ensuring access to interpretative and translation services, see Proposal Section 3.5, Recipient Services.

Provider Training

To determine whether our provider network is serving diverse population groups in a culturally competent manner, Delta Dental QA staff carefully review all member complaints to identify issues that may indicate the need for a provider to receive cultural competency training. In addition, CSRs and provider relations representatives may have interactions with providers that result in recommendations for such training.

If we identify a provider who is having difficulty meeting cultural competency standards and we determine that intervention is appropriate, a provider relations representative can offer one-on-one counseling at the provider's office. We will make all of our cultural competency resources available to that provider – doing whatever it takes to help him or her meet required cultural competency standards and participate successfully in the network.

Cultural competency training options available to all providers include the following:

- ***Cultural competency workshops are routinely offered to all interested providers. Our experience has been that many providers attend and benefit from these workshops.***
- ***Providers are encouraged to take advantage of our cultural competency training resources. For example, Delta Dental offered on-line cultural competency training on our***

Texas CHIP Dental Services Program website and proposes to include this same training for our Medicaid providers. On-line training gives providers the flexibility to schedule self-directed classes to accommodate their schedules.

- ***The provider enrollment packet includes educational materials on cultural competency, as well as bilingual glossaries of dental terminology. Delta Dental ensures that all providers have free access to Language Line, and we make interpreters available to providers on request.***
- ***We include cultural competency guidelines and/or resources in new provider orientations, the provider training program, provider bulletins and newsletters and the Provider Manual.***

Delta Dental's local PR representative works with providers to ensure they have CMS materials for the purpose of member education. Delta Dental includes cultural sensitivity and cultural diversity training in our provider handbook and training seminars.

Non-Discrimination

3.6.2.9 Not discriminate for the participation, reimbursement, or indemnification of any provider who is acting within the scope of his/her license or certification under applicable State law, solely on the basis of that license, specialty or certification. The vendor may not discriminate against particular providers who serve high risk populations or specialized conditions that require costly treatment. If the vendor declines to include an individual or groups of providers in its network, it must give the affected network provider(s) written notice of the reason for its decision. 42 CFR 438.12 (a) may not be construed to require the vendor to contract with providers beyond the number necessary to meet the needs of its recipients; or, preclude the vendor from using different reimbursement amounts for different specialties or for different practitioners in the same specialty; or, preclude the vendor from establishing measures that are designed to maintain quality of services and control costs and are consistent with its responsibilities to recipients; and

Delta Dental has a policy of non-discrimination when contracting with providers for services. We do not discriminate for the participation, reimbursement or indemnification of any provider who is acting within the scope of his or her license or certification under applicable state law, solely on the basis of that license or certification. We do not discriminate against particular providers who serve high-risk populations or who specialize in conditions that require costly treatment. If we decline to include an individual or group of providers in our network, we give the affected providers written notice of the reason for our decision. These providers have the opportunity to correct any misinformation we may have or otherwise contest our decision.

We understand that the regulation (42 CFR 438.12 (a)) may not be construed to require Delta Dental to contract with providers beyond the number necessary to meet the needs of our recipients; or, preclude Delta Dental from using different reimbursement amounts for different specialties or for different practitioners in the same specialty; or, preclude

Delta Dental from establishing measures that are designed to maintain quality of services and control costs and are consistent with our responsibilities to recipients.

Network Capacity Documentation

3.6.2.10 Provide to the DHCFP supporting documentation, in a format specified by the DHCFP, which demonstrates it has the capacity to serve the expected enrollment in its service area in accordance with the DHCFP's standards for access to care at the time it enters into the contract with the State and any time there is a significant change in their operations that impact services. Such documentation must demonstrate that the vendor offers an appropriate range of services and maintains a network of providers that is sufficient in number, mix, and geographic distribution to meet the needs of the anticipated number of recipients in the service area. A significant change includes but may not be limited to:

A. Changes in the vendor's services, benefits, geographic service area or payments; or

B. Enrollment of a new population in the network.

At the outset of our network recruitment activity and on a continual basis, our Network Development team is cognizant of the need for sufficient network capacity. Easy access to a recipient's Primary Care Dentist is a necessary component of an effective dental home program. Once the team receives recipient address information from the DHCFP, we will perform a full network configuration analysis using GeoAccess tools, P&R Dental Strategies tools and our team's knowledge of Nevada's geography and dental communities.

We use GeoAccess–GeoNetworks® analytical tools to assess network capacity geographically, including measuring recipient access by varied time and distance parameters. For each provider type, we can look at county metrics and drill down to identify particular ZIP codes that do not meet our expectations. We will use provider profiling tools, along with historical data provided by the DHCFP and local feedback from the PR representative, to identify particular providers who will add value to the network. To assist in this process, we use P&R Dental Strategies, Inc.'s Network Development Module (NDM).

P&R Dental Strategies has built a de-identified national cross-payer database (DentaBase) using over a billion records representing over 193,000 dental providers. Some of the various tools available in the NDM suite are summarized below:

- ***The Network Coverage Area Map displays a coverage area and pins representing the location of dental providers. When used in conjunction with GeoAccess maps and reports, this type of map gives staff a visual aid in identifying potential network dentists who will provide the best geographic access to participants located in the area.***

- ***The Provider Summaries report is an example of the detailed listing of providers and a summary of key financial and network status data that staff can generate and sort by various parameters for a selected study area where additional providers are desired.***
- ***The Provider Profile displays an in-depth analysis of individual provider billing data per patient and in aggregate by procedure type or procedure code, including comparable DentaBase norms. This profile provides recruiters with key data to review in advance of contacting a prospective network dentist.***
- ***The Provider List File illustrates an Excel-formatted summary list of selected providers that can be exported for use in a recruiting database or mailings or for further analysis by network staff.***

The GeoAccess and NDM suite will be used first to demonstrate to the DHCFP our capacity to serve the expected enrollment in our service area, in accordance with the DHCFP's standards for access to care, at the time we enter into the contract with the State. We will also use the GeoAccess and NDM suite when significant changes to Delta Dental's Nevada DBA operations occur to evaluate network capacity and identify opportunities to expand the capacity to accommodate the change. We are confident that these tools will support our ability to present the information in a format requested by the DHCFP.

3.6.3 NETWORK MANAGEMENT

3.6.3 Network Management

Delta Dental is a nationwide leader in dental benefits and service delivery and is in a unique position to furnish the DHCFP with an expansive, well-qualified provider network for the Nevada DBA program. Delta Dental has been serving as the dental benefits administrator to public and commercial clients for more than 40 years. We have been providing the services of Nevada dentists to commercial members since 1974.

Our long-standing commitment to dental services in Nevada, combined with our proven expertise developing custom networks for Medicaid and state Children's Health Insurance Programs (CHIPs), provides the DHCFP with empirical evidence of Delta Dental's ability to satisfy the network standard listed in this RFP.

Approach to Network Management

Delta Dental's first Nevada provider network was contracted in 1974. We have continuously maintained one or more provider networks in Nevada, and many providers in the Clark and Washoe counties are already contracted in our commercial networks.

Unlike many other dental insurers who subcontract other payer networks to wrap around or supplement a network, Delta Dental offers our clients an indemnity network consisting of independent dentists which have entered into an agreement with us. All dentists on any Delta Dental network are directly contracted with Delta Dental and are not subcontracted from another source. Delta Dental does not operate these network office locations, as all Delta Dental dentists are in private practice and sign a non-exclusive

agreement to become one of our contracting dentists. Delta Dental networks are proprietary and not available for lease by any other entity.

A key aspect of implementing, administering and maintaining a Medicaid dental plan is the recruitment, enrollment and retention of network providers. Delta Dental's custom network development approach has consistently delivered a stable, comprehensive network of qualified dentists with broad geographic access, specialty services and reserve capacity to fully serve the needs of recipients. We also take into account the unique characteristics of plan recipient populations. To satisfy these high standards, we have established effective methods, including extensive and ongoing provider training, comprehensive provider manuals and resources and in-office support, during our six decades as a dental insurer to maintain productive working relationships with the dental community on behalf of our dental plan purchasers.

Throughout our many years developing networks for various programs, we have found that dentists have a natural predisposition toward providing services to underserved populations. Dental providers understand, better than anyone, the benefit of establishing good oral health early in life and the adverse consequences of poor oral health, including missed school days, low self-esteem, illness and serious health issues later in life. We plan to build on our past experience and implement a strategic combination of broad-based and targeted strategies that individually and collectively address the need for an expanded network that provides dental services to a variety of Medicaid recipients, including those with special health care needs.

Delta Dental is proposing a custom network designed specifically for the Nevada DBA program using a multiple-phase approach. This approach is consistent with our past successful network implementations for state and national programs. We do not use an "opt-out" approach in which providers participating in an insurer's or administrator's network for one customer or program are notified of the intent to include them in another network unless a written declination is received by a specific deadline. Our experience has been that this tactic results in dissatisfied providers, low retention rates, and low commitment to potential program-specific contracts.

Delta Dental has already begun building our network for the Nevada DBA program. During this pre-contract period, the start-up period and throughout the duration of the contract, our PR department representatives work collaboratively with dental professionals and network specialists to meet network performance goals. We make every attempt to include providers who currently participate in the Nevada dental network to minimize disruption in existing dentist-patient relationships and dental homes. However, we do not rely solely on current Medicaid network providers to build our network. We use multiple tools to gauge optimum access for recipients and pinpoint recruitment needs for dentists by specific specialty. GeoAccess–GeoNetworks® analytical tools are used to assess network performance geographically, including measuring recipient access by varied time and distance parameters. For each provider type, we can look at county metrics and drill down to identify particular ZIP codes that do not meet our expectations.

As our California experience demonstrates, provider networks are not static; they are always a work-in-progress to optimize service levels. To resolve access challenges, staff will develop local access area plans that analyze the root cause of access issues and the

best methods to improve access on an area-by-area basis. Members of Delta Dental's PR team will actively manage the Nevada DBA program network by evaluating key performance indicators:

- ***Geographic accessibility reports and analysis for each assigned territory;***
- ***Anticipated or actual changes in enrollment trends;***
- ***Number and severity of participant complaints related to network services;***
- ***Dentist availability to participants for emergency, urgent and routine care;***
- ***Changes to network composition (retiring, relocating and terminating dentists);***
- ***Availability of new dental practices;***
- ***Targeted and random blind calls (secret shopper) to confirm provider compliance with network provisions and***
- ***Results of participant and provider satisfaction surveys.***

Evaluation of these key indicators, together with corresponding action plans to address items that influence network effectiveness, ensure Delta Dental's PR staff and management team and the DHCFP that recipients enjoy optimum access to high-quality dental care. Our ongoing review processes serve as an early warning system to identify trends that may need further attention. For example, geographic access patterns may shift over time and require network reconfiguration. The number of recipients may also increase over time, requiring increased capacity.

At the outset of our network recruitment activity and on a continual basis, our Network Development team is cognizant of the need for sufficient network capacity. Easy access to a recipient's Primary Care Dentist is a necessary component of an effective dental home program. Once the team receives recipient address information from the DHCFP, we will perform a full network configuration analysis using GeoAccess tools, P&R Dental Strategies tools and our team's knowledge of Nevada's geography and dental communities.

We use GeoAccess–GeoNetworks® analytical tools to assess network capacity geographically, including measuring recipient access by varied time and distance parameters. For each provider type, we can look at county metrics and drill down to identify particular ZIP codes that do not meet our expectations. We will use provider profiling tools, along with historical data provided by the DHCFP and local feedback from the PR representative, to identify particular providers who will add value to the network. To assist in this process, we use P&R Dental Strategies, Inc.'s Network Development Module (NDM).

P&R Dental Strategies has built a de-identified national cross-payer database (DentaBase) using over a billion records representing over 193,000 dental providers.

The GeoAccess and NDM suite will be used first to demonstrate to the DHCFP our capacity to serve the expected enrollment in our service area, in accordance with the DHCFP's standards for access to care, at the time we enter into the contract with the State. We will also use the GeoAccess and NDM suite when significant changes to Delta Dental's Nevada DBA operations occur to evaluate network capacity and identify opportunities to expand the capacity to accommodate the change.

Our PR representatives maintain a close working relationship with other functional areas within Delta Dental to anticipate network impacts stemming from planned events and take appropriate proactive steps. Changes to a provider's network eligibility status owning to recredentialing results, sanctions monitoring, quality review results or voluntary terminations resulting from relocation or retirement are immediately evaluated for network impact and provider recruiting to maintain service standards for recipients in the area.

Any changes to network composition or dentist contact information are posted on an ongoing basis to Delta Dental's system and provider directories to ensure that all internal and external users, recipients and providers have the most current information.

To demonstrate how well-positioned Delta Dental is to provide a comprehensive provider network for the Nevada DBA program in the Clark and Washoe counties, we have included a Provider Network Summary showing Delta Dental's current Nevada provider network supporting our commercial and employer based dental benefit plans.

EXHIBIT 3.6-1, DELTA DENTAL NEVADA PROVIDER NETWORK SUMMARY

DELTA DENTAL

NATIONAL NETWORK SUMMARY - STATE SEARCH
DELTA DENTAL PREMIER, PPO AND NETMINDER

• DeltaCare USA • Dentegra • by State • by County • by City • by Zip • by Zip3 •
Network Measurement Definitions

State nv
Competitor Optional - Select a competitor network. Submit
or click here to view all states

Results for Nevada

Delta Dental																
Specialty	NPF Total			Delta Dental Premier®						Delta Dental PPO						
	Access Points	Unique Dentists	Unique Facilities	Access Points	%	Unique Dentists	%	Unique Facilities	%	Access Points	%	Unique Dentists	%	Unique Facilities	%
Endodontists	255	52	123	243	95.29%	46	88.46%	114	92.68%	233	91.37%	45	86.54%	110	89.43%
General Dentists	4180	1400	1009	3534	84.55%	1128	80.57%	856	84.84%	3223	77.11%	949	67.79%	724	71.75%
Oral Surgeons	228	51	116	222	97.37%	47	92.16%	112	96.55%	199	87.28%	47	92.16%	111	95.69%
Orthodontists	368	111	193	328	89.13%	88	79.28%	164	84.97%	314	85.33%	80	72.07%	156	80.83%
Pediatric Dentists	362	78	128	354	97.79%	72	92.31%	123	96.09%	341	94.20%	66	84.62%	114	89.06%
Periodontists	104	32	65	90	86.54%	22	68.75%	55	84.62%	87	83.65%	22	68.75%	52	80.00%
Prosthodontists	19	10	13	16	84.21%	7	70.00%	10	76.92%	15	78.95%	6	60.00%	9	69.23%
Total	**5495**	**1682**	**1172**	**4771**	**86.82%**	**1390**	**82.64%**	**1009**	**86.09%**	**4396**	**80.00%**	**1196**	**71.11%**	**877**	**74.83%**

Unique dentists and unique facilities totals DO NOT reflect the sum of the counts by specialty. If a dentist or facility has more than one specialty, the dentist or facility will only be counted once.

The Delta Dental data is based on the NPF, updated on 11/29/2016. The competitor data is based on NetMinder, last updated on 09/2016.

NV16_007

Primary Dental Provider

3.6.3.1 Primary Dental Provider (PDP) or Primary Dental Care Site Responsibilities:

A. The PDP (a General Dentist or Pediatric Dentist) in a Primary Dental Care Site serves as the recipient's initial point of contact with the vendor. As such, the PDP or the dentist at the Primary Dental Care Site is responsible for the following:

1. Delivery of covered medically necessary, dental services and preventive services, including EPSDT screening services;

2. Referrals for specialty care and other covered medically necessary services in the vendor benefit package;

3. Continuity and coordination of the enrolled recipient's dental care; and

4. Maintenance of a current Dental record for the enrolled recipient, including documentation of all services provided by the PDP, and specialty or referral services, or out-of-network services.

Although PDPs must be given responsibility for the above tasks, the vendor must agree to retain responsibility for monitoring PDP and Primary Dental Care Site activities to ensure they comply with the vendor's and the State's requirements. The vendor is prohibited from imposing restrictions on the above tasks.

Delta Dental fully supports the DHCFP's requirement for a Primary Dental Provider (PDP) or Primary Dental Care Site, also known as a "dental home", for recipients in the Nevada DBA program. The dental home concept increases the opportunity for good long-term oral health by creating an ongoing relationship among recipients, their families and a PDP, usually a general or pediatric dentist. Delta Dental's customized network for the program will provide sufficient dental primary care and specialty providers to accommodate the needs of program recipients throughout the state.

Delta Dental's systems have been designed to perform the functions necessary to manage dental home programs such as the Nevada DBA program, including:

- ***Assisting newly enrolled recipients to select a PDP from network providers located in their geographic area;***
- ***Assigning newly enrolled recipients who have not selected a PDP to a network provider within five days, taking into consideration geographic, language and cultural factors and historical usage;***
- ***Matching members of a household with the same PDP;***
- ***Enabling recipients to change their PDP on request and***

- ***Allowing recipients continued use of a provider until the recipient can be transferred to an appropriate network provider.***

At the outset of our network recruitment activity and on a continual basis, our Network Development team is cognizant of the need for sufficient network capacity. Easy access to a recipient's Primary Care Dentist is a necessary component of an effective dental home program.

Through the years, our experience has shown that front-office staff play a pivotal role in network participation and recipient satisfaction. Front-office staff members are the first line of contact with recipients and their families, setting the stage for the overall program experience. It is especially important that recipients feel comfortable when first contacting their dental home PDP and that they receive appropriate information in order to establish ongoing care. We also expect PDP offices to facilitate referrals to specialists. During our initial provider recruitment contacts and during periodic office visits, Delta Dental's PR representative will emphasize these activities with the PDP providers' staff members to maintain awareness and compliance.

Essential Community Providers

3.6.3.2 Essential Community Providers

An essential community provider accepts patients on a sliding scale fee, determined on the income of the patient; does not restrict access or services due to financial limitations of a patient; and can demonstrate to the DHCFP that the restriction of patient base from this provider would cause access problems for either Medicaid or low-income patients.

3.6.3.3 The vendor is required to negotiate in good faith with all of the following essential community providers if they provide covered dental services:

A. A Federally Qualified Health Center (FQHC) or Rural Health Center (RHC);

B. The University Medical Center of Southern Nevada;

C. The University of Nevada School of Medicine (UNSOM);

D. The University of Nevada, Las Vegas School of Medicine (UNLV SOM);

E. Division of Public and Behavioral Health (DPBH);

F. Division of Child and Family Services (DCFS);

G. Community Centered Behavioral Health Clinics (CCBHC);

H. County Child Welfare Agencies;

I. Any dental provider designated by the DHCFP as an essential community provider. The DHCFP will notify the Vendor of providers designated by the DHCFP as essential community providers;

Negotiating in good faith requires, at a minimum, offering contracts that are at least as beneficial to the provider as contracts with other providers in the same geographic area for similar services. Providers who work through one of the essential community providers must be negotiated in good faith.

Delta Dental actively manages each of our dental networks to create, monitor and maintain an environment in which recipients have convenient access to dental services by qualified dentists. Our experienced PR unit has already initiated a comprehensive plan for configuring a network that addresses the dental needs of the Nevada DBA program and ensures access for recipients in the counties served. We make every attempt to include providers who currently participate in the Nevada dental network to minimize disruption in existing dentist-patient relationships and dental homes.

Our Nevada DBA network recruiting plan includes extensive outreach and contracting attempts to each of the essential community provider groups noted in this RFP. In some instances, our outreach efforts have resulted in contract offers and we are working to complete contracts with as many essential community providers as possible. As an example of our efforts, we have signed contracts with several Federally Qualified Health Centers (FQHCs) and the University of Nevada Las Vegas (UNLV) has signed a letter of intent to join our network. As of the date of our Proposal submission, we can unequivocally state that we are recruiting and negotiating in good faith as required by the RFP.

3.6.4 SUBCONTRACTORS

3.6.4 Subcontractors

Delta Dental will provide the services identified in this RFP, and does not require the use of subcontractors.

Delta Dental provides in-depth knowledge and expertise developed over 42 years of Medicaid experience and 14 years of experience with CHIPs and CHIP-like programs. Leveraging this deep enterprise experience, Delta Dental can deliver essential services, resources and support to ensure successful implementation and efficient administration designed to control costs and ensure high-quality dental care for the Nevada DBA program.

Prior Approval and Written Subcontracts

3.6.4.1 All Subcontracts, excluding network provider contracts but including delegation agreements, must be in writing, must be prior approved by the DHCFP, and must contain all applicable items and requirements as set forth in the DHCFP DBA Contract, as amended. The vendor may not delegate any item or requirement in the DHCFP DBA Contract to any subcontractor without the express, written approval of the DHCFP. The vendor's failure to obtain advance written approval of a Subcontract from the DHCFP will result in the application of a penalty equal to $25,000 for each incident. Without limitation the vendor must make all Subcontracts available within five (5) business days of a request by the DHCFP. This includes but is not limited to administrative, technical and sub-contracted dental providers.

Delta Dental will provide all subcontracts to the DHCFP for approval. Each subcontract, excluding network provider contracts but including delegation agreements, will be in writing and will contain all applicable items and requirements set forth in the DHCFP DBA contract as amended. Delta Dental will not delegate any item or requirement in the DHCFP DBA contract to any subcontractor without the express, written approval of the DHCFP. We understand and accept that our failure to obtain advance written approval of a subcontract from the DHCFP may result in a $25,000 penalty for each incident. We also commit to making all subcontracts, including but not limited to administrative, technical and sub-contracted dental providers, available within five business days of a request by the DHCFP.

Delta Dental's Obligation and Responsibility

3.6.4.2 The vendor may, as provided below, rely on subcontractors to perform and/or arrange for the performance of services to be provided to enrolled recipients on whose behalf the DHCFP makes Capitation payments to the vendor. Notwithstanding the use of subcontractor(s), the vendor accepts and acknowledges its obligation and responsibility under this Contract as follows:

A. For the provision of and/or arrangement for the services to be provided under this Contract and to ensure the coordination of care between dental, orthodontia and as applicable medical needs is maintained;

B. For the evaluation of the prospective subcontractor's ability to perform the activities to be delegated;

C. For the payment of any and all claims payment liabilities owed to providers for services rendered to enrolled recipients under this RFP, for which a subcontractor is the primary obligor provided that the provider has exhausted its remedies against the subcontractor; provided further that such provider would not be required to continue to pursue its remedies against the

subcontractor in the event the subcontractor becomes insolvent, in which case the provider may seek payment of such claims from the Vendor. For the purposes of this section, the term "Insolvent" shall mean:

1. The adjudication by a court of competent jurisdiction or administrative tribunal of a party as a bankrupt or otherwise approving a petition seeking reorganization, readjustment, arrangement, composition, or similar relief under the applicable bankruptcy laws or any other similar, applicable Federal or State law or statute; or

2. The appointment by such a court or tribunal having competent jurisdiction of a receiver or receivers, or trustee, or liquidator or liquidators of a party or of all or any substantial part of its property upon the application of any creditor or other party entitled to so apply in any insolvency or bankruptcy proceeding or other creditor's suit.

D. For the oversight and accountability for any functions and responsibilities delegated to any subcontractor. The vendor shall indemnify, defend and hold the State of Nevada, the DHCFP and their officials, representatives and employees harmless from any and all liabilities, losses, settlements, claims, demands, and expenses of any kind (including but not limited to attorneys' fees) which are related to any and all claims payment liabilities owed to providers for services rendered to enrolled recipients under this RFP for which a subcontractor is the primary obligor;

E. Subcontracts which must be submitted to the DHCFP for advance written approval include any subcontract between the vendor, excluding network provider contracts, and any individual, firm, corporation or any other entity engaged to perform part or all of the selected vendor's responsibilities under the DHCFP DBA Contract. This provision includes, but is not limited to, claims processing, recipient services, provider services, cost containment services such as utilization management, third party liability, surveillance and utilization review. This provision does not include, for example, purchase orders. In addition, the vendor must provide written information to the DHCFP prior to the awarding of any contract or Subcontract regarding the disclosure of the vendor's ownership interests of five percent (5%) or more in any delegated entity or Subcontractor;

F. As part of its provider contracting and subcontracting, the vendor agrees that it shall comply with the procedures set forth in Attachment D, Contract Form;

G. Subcontractor contracts may not be structured to provide financial or other incentives to providers and subcontractors for denying, reducing or limiting medically necessary services; and

H. The use of "gag" clauses in subcontractor contracts is prohibited.

Delta Dental accepts and acknowledges its obligation and responsibility under this Contract for the items listed in RFP Requirement 3.6.4.2.

Delta Dental fully understands the critical nature of subcontractor oversight. Indeed, we recognize that any subcontractor we use must be held to the same high standards we set for our own employees. To ensure that our subcontractors meet these standards, Delta Dental will be the single point of contact for all subcontractor activities under the Nevada DBA contract, and we accept full responsibility for their performance.

Delta Dental's provider and subcontractor contracts require medically necessary dental services following standard practice guidelines and protocols to be provided. No financial or other incentives for denying, reducing or limiting medically necessary services are included or encouraged. Further, Delta Dental does not use "gag" clauses in our provider or subcontractor contracts.

3.6.5 Access and Availability

The obligation to meet State standards for timely access to care and services, accounting for the urgency of the need for services, is included in our provider agreement. Further, the standards are included in our member and provider facing team policies and procedures information to ensure that case management, provider relations, recipient services and other team members are aware of and meet the standards in the execution of their duties as well. Our local PR representative periodically verifies and audits that providers are following timely access to care standards through "secret shopper" calls and during the course of routine office service visits.

3.6.5 Access and Availability

The vendor shall:

Compliance with Access Standards

3.6.5.1 On a quarterly basis, use geo-access mapping and data-driven analyses to ensure compliance with access standards, and take appropriate corrective action, if necessary, to comply with such access standards.

Delta Dental will implement and maintain a dental network that not only has sufficient numbers and types of dental providers but also providers in the optimum locations, thereby giving recipients convenient access to general and specialty dental care.

We use GeoAccess–GeoNetworks® analytical tools to assess network capacity geographically, including measuring recipient access by varied time and distance parameters. For each provider type, we can look at county metrics and drill down to identify particular ZIP codes that do not meet our expectations. We will use provider profiling tools, along with historical data provided by the DHCFP and local feedback from

the PR representative, to identify particular providers who will add value to the network. To assist in this process, we use P&R Dental Strategies, Inc.'s Network Development Module (NDM).

P&R Dental Strategies has built a de-identified national cross-payer database (DentaBase) using over a billion records representing over 193,000 dental providers. Some of the various tools available in the NDM suite are summarized below:

- ***The Network Coverage Area Map displays a coverage area and pins representing the location of dental providers. When used in conjunction with GeoAccess maps and reports, this type of map gives staff a visual aid in identifying potential network dentists who will provide the best geographic access to participants located in the area.***
- ***The Provider Summaries report is an example of the detailed listing of providers and a summary of key financial and network status data that staff can generate and sort by various parameters for a selected study area where additional providers are desired.***
- ***The Provider Profile displays an in-depth analysis of individual provider billing data per patient and in aggregate by procedure type or procedure code, including comparable DentaBase norms. This profile provides recruiters with key data to review in advance of contacting a prospective network dentist.***
- ***The Provider List File illustrates an Excel-formatted summary list of selected providers that can be exported for use in a recruiting database or mailings or for further analysis by network staff.***

The GeoAccess and NDM suite will be used to ensure compliance with access standards. Delta Dental's Network Development department will perform analysis of compliance with access standards quarterly.

As our California experience demonstrates, provider networks are not static; they are always a work-in-progress to optimize service levels. To resolve access challenges, staff will develop local access area plans that analyze the root cause of access issues and the best methods to improve access on an area-by-area basis. Members of Delta Dental's PR team will actively manage the Nevada DBA program network by evaluating key performance indicators:

- ***Geographic accessibility reports and analysis for each assigned territory;***
- ***Anticipated or actual changes in enrollment trends;***
- ***Number and severity of participant complaints related to network services;***
- ***Dentist availability to participants for emergency, urgent and routine care;***
- ***Changes to network composition (retiring, relocating and terminating dentists);***
- ***Availability of new dental practices;***
- ***Targeted and random blind calls (secret shopper) to confirm provider compliance with network provisions and***
- ***Results of participant and provider satisfaction surveys.***

Evaluation of these key indicators, together with corresponding action plans to address items that influence network effectiveness, ensure Delta Dental's PR staff and management team and the DHCFP that recipients enjoy optimum access to high-quality dental care. Our ongoing review processes serve as an early warning system to identify trends that may need further attention. For example, geographic access patterns may

shift over time and require network reconfiguration. The number of recipients may also increase over time, requiring increased capacity.

Our local PR representative will maintain a close working relationship with other functional areas within Delta Dental to anticipate network impacts stemming from planned events and take appropriate proactive steps. Changes to a provider's network eligibility status owning to recredentialing results, sanctions monitoring, quality review results or voluntary terminations resulting from relocation or retirement are immediately evaluated for network impact and provider recruiting to maintain service standards for recipients in the area.

Any changes to network composition or dentist contact information are posted on an ongoing basis to Delta Dental's system and provider directories to ensure that all internal and external users, recipients and providers have the most current information.

Opportunities to Improve Dental Care Access and Availability

3.6.5.2 Partner actively with the DHCFP, community providers and stakeholders to identify and address issues and opportunities to improve dental care access and availability for Medicaid and CHIP recipients.

Delta Dental will establish a Nevada Medicaid Dental Advisory Group to actively partner with community providers, the DHCFP and other stakeholders on dental program improvements. The advisory group will be comprised of dental professionals from the Clark and Washoe county service areas, the DHCFP, appropriate stakeholders and Delta Dental staff. The advisory group will provide a forum for providers and other stakeholder to voice concerns regarding program policies and procedures, delivery of care challenges and other topics germane to the Nevada DBA program. The Practice Guidelines committee within the advisory group will elicit network provider input prior to adopting clinical practice guidelines and protocols. Eliciting provider input prior to adopting clinical practice guidelines assists with identifying training needs and increases the likelihood of provider compliance.

Promote Preventative Care

3.6.5.3 Promotion of preventative care services shall be accomplished by completing welcome calls to new recipients. This method ensures orientation with emphasis on access to care and choice of PDP.

Delta Dental will monitor recipient enrollment data to identify new recipients of dental program benefits. A member of our Recipient Services Department will complete a welcome call to the new recipient (or head of household) to orient them to the program, emphasizing the use of a dental home (PDP) and the importance of dental care, and the access to care available to the recipient. The welcome call also gives Delta Dental the opportunity to introduce the recipient to the Recipient Services Department to better serve them.

Network Adequacy

3.6.5.4 Maintain an adequate network that ensures the following:

A. The vendor must have at least one (1) full-time equivalent (FTE) dentist per one thousand five hundred (1,500) recipients per geographic service area. The vendor's dental provider network must also include at a minimum, pediatric dentist, dental hygienists, and oral surgeons in each geographic service area sufficient to provide necessary access to care. In clinic practice settings where a dentist provides direct supervision of dental residents who have a temporary permit from the State Board of Dentistry in good standing, the vendor may request and the DHCFP may authorize the capacity to be increased as follows: one (1) dental resident per one thousand (1,000) recipients per vendor. The dentist shall be immediately available for consultation, supervision, or to take over treatment as needed. Under no circumstances shall a dentist relinquish or be relieved of direct responsibility for all aspects of care of the recipients enrolled with the dentist.

B. In order to increase capacity, the vendor shall submit for prior approval by the DHCFP a detailed description of the dental delivery system to accommodate an increased patient load, work flow, professional relationships, work schedules, coverage arrangements, and a twenty-four-hour (24-hour) access system.

Delta Dental commits to delivering a comprehensive network with statewide capacity for recipients' access to primary and specialty care by the Go-Live date and for the full contract term. At a minimum, our commitment includes attaining the following specific requirements:

- ***A ratio of full-time equivalent (FTE) dentists to recipients of 1:1500 per geographic service area;***
- ***Sufficient pediatric dentist, dental hygienists, and oral surgeons in each geographic service area to provide necessary access to care and***
- ***A ratio of dental residents to recipients of 1:1000, when***
  - ***In clinic practice settings where a dentist provides direct supervision of dental residents who have a temporary permit from the State Board of Dentistry in good standing and***
  - ***The DHCFP has authorized the use of dental residents.***

Delta Dental will submit a detailed description of the dental delivery system that will accommodate an increased patient load, work flow, professional relationships, work schedules, coverage arrangements, and a 24-hour access system in order to increase capacity, to the DHCFP for prior approval.

PDP Network Requirements

3.6.5.5 PDP Network Requirements

Demonstrate that the capacity of the PDP network meets the FTE requirements for accepting eligible recipients per service area. This ratio cannot exceed the FTE requirement. In no case may a single provider accept more recipients than allowed by the FTE requirement.

At the outset of our network recruitment activity and on a continual basis, our Network Development team is cognizant of the need for sufficient network capacity. Easy access to a recipient's Primary Care Dentist is a necessary component of an effective dental home program. Once the team receives recipient address information from the DHCFP, we will perform a full network configuration analysis using GeoAccess tools, P&R Dental Strategies tools and our team's knowledge of Nevada's geography and dental communities.

We use GeoAccess–GeoNetworks® analytical tools to assess network capacity geographically, including measuring recipient access by varied time and distance parameters. For each provider type, we can look at county metrics and drill down to identify particular ZIP codes that do not meet our expectations. We will use provider profiling tools, along with historical data provided by the DHCFP and local feedback from the PR representative, to identify particular providers who will add value to the network. To assist in this process, we use P&R Dental Strategies, Inc.'s Network Development Module (NDM).

P&R Dental Strategies has built a de-identified national cross-payer database (DentaBase) using over a billion records representing over 193,000 dental providers. Some of the various tools available in the NDM suite are summarized below:

- ***The Network Coverage Area Map displays a coverage area and pins representing the location of dental providers. When used in conjunction with GeoAccess maps and reports, this type of map gives staff a visual aid in identifying potential network dentists who will provide the best geographic access to participants located in the area.***
- ***The Provider Summaries report is an example of the detailed listing of providers and a summary of key financial and network status data that staff can generate and sort by various parameters for a selected study area where additional providers are desired.***
- ***The Provider Profile displays an in-depth analysis of individual provider billing data per patient and in aggregate by procedure type or procedure code, including comparable DentaBase norms. This profile provides recruiters with key data to review in advance of contacting a prospective network dentist.***
- ***The Provider List File illustrates an Excel-formatted summary list of selected providers that can be exported for use in a recruiting database or mailings or for further analysis by network staff.***

The GeoAccess and NDM suite will be used first to demonstrate to the DHCFP our capacity to serve the expected enrollment in our service area, in accordance with the DHCFP's standards for access to care, at the time we enter into the contract with the State. We will also use the GeoAccess and NDM suite when significant changes to Delta Dental's Nevada DBA operations occur to evaluate network capacity and identify

opportunities to expand the capacity to accommodate the change. We are confident that these tools will support our ability to present the information in a format requested by the DHCFP.

Primary Dental Provider Participation

3.6.5.6 Primary Dental Provider Participation

Per geographic service area, at least fifty percent (50%) of all of the Network PDPs must contractually agree to accept eligible recipients. At least fifty percent (50%) of the aforementioned PDPs must accept eligible recipients at all times. If the vendor has a contract with a Federally Qualified Health Center (FQHC) and/or the University of Nevada Las Vegas School of Dental Medicine, the dentists of the DBAs can be counted to meet the fifty percent (50%) participation and fifty percent (50%) acceptance requirement. The DHCFP or its designee may audit the vendor's network monitoring tool for compliance.

Delta Dental commits to delivering a comprehensive network with statewide capacity for recipients' access to primary and specialty care by the Go-Live date and for the full contract term. At a minimum, our commitment includes attaining the following specific requirements:

- ***Per geographic service area, 50% of network PDPs will contractually agree to accept eligible recipients (participation);***
- ***Of the aforementioned PDPs, 50% will accept eligible recipients at all times (acceptance);***
- ***If Delta Dental has a contract with an FQHC and/or the University of Nevada Las Vegas School of Dental Medicine, the dentists can be counted to meet the 50% participation and 50% acceptance requirement.***

Delta Dental understands that the DHCFP or its designee may audit our network monitoring tool for compliance.

Dental Specialists

3.6.5.7 Dental Specialists

The vendor must provide access to all types of dental specialists for PCP referrals, and it must employ or contract with specialists in sufficient numbers to ensure specialty services are available in a timely manner. The vendor should provide access to at least two specialists/subspecialists in their service areas. The minimum ratio for specialists (i.e., those who are not PCPs) is one (1) specialist per one thousand five hundred recipients per service area (1:1500).

These ratios may be adjusted by the DHCFP for under-served areas, upon the analysis of dental specialist availability by specific service area.

If a recipient is unable to arrange specialty care from a network provider, the vendor must arrange for services with a provider outside the vendor's network.

Delta Dental commits to delivering a comprehensive network with statewide capacity for recipients' access to primary and specialty care by the Go-Live date and for the full contract term. At a minimum, our commitment includes attaining the following specific requirements:

- ***A ratio of specialists/subspecialists to recipients of 1:1500 per geographic service area;***
- ***A minimum of two specialists/subspecialists per service area and***
- ***Sufficient specialists in each geographic service area to provide necessary access to specialty care***

In unusual situations in which a recipient requires a highly specialized provider who is not in the network or not within the recipient's immediate area but would be the closest provider with the skills necessary to treat the patient, customer service representatives (CSRs) and PR representatives will work together to make arrangements with the provider to see the patient with no out-of-pocket cost to the recipient. On an ongoing basis, PR representatives monitor these occasions to evaluate whether additional providers or types of specialties are needed in an area to ensure adequate access to care.

Delta Dental agrees that these ratios may be adjusted by the DHCFP for under-served areas, based upon analysis of dental specialist availability by specific service area. Delta Dental also understands and agrees that if a recipient is unable to arrange specialty care from a network provider, we will arrange for services with a provider outside our network.

Access to Covered Services

3.6.5.8 Ensure enrolled recipients' access to covered services is consistent with the degree of urgency, as follows:

A. Emergency dental services provided on an emergency basis in a hospital, emergency room or ambulatory surgery center are provided as part of the medical MCO benefit. The vendor must educate recipients and providers about availability of, and how to access emergency dental services;

The Member and Provider Handbooks inform recipients and providers about the availability of and how to access emergency dental services.

Included in the Member Handbook is an explanation of how to use the dental plan. It explains how to obtain emergency and urgent dental care services, in addition to how to choose a dental home, schedule appointments and related topics.

Included in the Provider Handbook a description of the recipients covered by the program and the covered benefits; and the provider's obligations with regard to providing emergency and urgent dental care, and the coordination of care following those services.

B. PDP Appointments

1. Urgent care, including urgent specialty care, must be provided within 24 hours.

2. Therapeutic and diagnostic care must be provided within 14 days.

3. Routine or preventive dental services for eligible recipients within six (6) weeks in accordance with the American Academy of Pediatric Dentistry (AAPD) periodicity schedule.

4. PDP's must make referrals for specialty care on a timely basis, based on the urgency of the Member's medical condition, but no later than 30 days.

C. Specialist Appointments

For specialty referrals to dental specialists and other diagnostic and treatment health care providers, the vendor shall provide:

1. Same day, emergency appointments within twenty-four (24) hours of referral;

2. Urgent appointments within three (3) calendar days of referral;

3. Routine appointments within thirty (30) calendar days of referral; and

4. Vendor must allow access to a child/adolescent specialist(s) if requested by the parent(s).

D. Appointment Standards

The vendor shall have established written policies and procedures:

1. Disseminating its appointment standards to all network providers, and must assign a specific staff member of its organization to ensure compliance with these standards by the network.

2. Concerning the education of its provider network regarding appointment time requirements, the vendor shall:

a. Monitor the adequacy of its appointment process and compliance; and

b. Implement a Plan of Correction (POC) when appointment standards are not met.

Delta Dental's provider agreement reflects a comprehensive set of core requirements that address clinical, financial, administrative and legal provisions to safeguard recipient health. The provider agreement for participating dentists in the Nevada DBA program will incorporate the required appointment availability standards below:

- ***For PDP appointments:***
  - ***24 hours for urgent care, including urgent specialty care;***
  - ***14 days for therapeutic and diagnostic care;***
  - ***Six weeks for routine or preventive dental services (in accordance with the American Academy of Pediatric Dentistry (AAPD) periodicity schedule and***
  - ***30 days or less for referrals for specialty care, based on the urgency of the recipient's medical condition***
- ***For Specialist appointments:***
  - ***Same day or within 24 hours of referral for emergency services;***
  - ***Three calendar days of referral for urgent appointments;***
  - ***30 calendar days of referral for routine appointments and***
  - ***Access to a child/adolescent specialist if requested by the parent***

These standards will be set forth in the provider agreement terms that detail the responsibilities of a network provider. Delta Dental's PR representatives and quality assurance and improvement staff monitor timely access to care and investigate potential provider compliance issues. When appointment standards are not met, Delta Dental develops and implements a Plan of Correction (POC).

Our initial action is remediation through peer-to-peer counseling. A Delta Dental dental professional contacts the provider directly to discuss the circumstances that prompted the contact and the provider's obligation regarding recipient access. In our experience, this action is usually sufficient to correct any misunderstandings and non- conformance. We maintain a record of the actions taken and, should a provider incur three confirmed recipient access incidents, more aggressive interventions and sanctions are applied, up to and including contract termination and removal from the network. In situations where supplemental training is indicated for dentists or office staff, the assigned PR representative contacts the provider to schedule a training session to review access policies. Delta Dental invests the resources needed to preserve and promote provider participation, taking into account the provider's level of cooperation and past history, geographic and specialty access in the area and recipient utilization.

Office Waiting Times

3.6.5.9 Office Waiting Times

The vendor shall establish written guidelines that a recipient's waiting time at the PDP's or specialist's office is no more than one (1) hour from the scheduled appointment time, except when the provider is unavailable due to an emergency. Providers are allowed to be delayed in meeting scheduled

appointment times when they "work in" urgent cases, when a serious problem is found, or when the patient has an unknown need that requires more services or education than was described at the time the appointment was scheduled.

Office waiting time standards (no more than one hour from the scheduled appointment time, except when the provider is unavailable due to an emergency) will be set forth in the provider agreement terms that detail the responsibilities of a network provider. Delta Dental's PR representatives and quality assurance and improvement staff monitor timely access to care and investigate potential provider compliance issues.

Access Exceptions

3.6.5.10 Access Exceptions

Document and submit to the DHCFP, in writing within 15 days, justification for exceptions to access standards set forth in this RFP. Such justifications shall include alternative standards that are equal to or better than the usual and customary community standards for accessing care.

Delta Dental commits to meeting the access requirements set forth in the RFP, however, through our active partnership with community providers and other stakeholders, we often become aware of better and/or alternative standards that will encourage provider participation and increase utilization. When such alternative standards are determined to be viable, Delta Dental will document the justification in writing within 15 days and submit the request to the DHCFP. Alternative standards will not be implemented without approval from the DHCFP.

Provider Terminations

3.6.5.11 Provider Terminations

A. The vendor must give written notice of termination of a contracted provider, within fifteen (15) days of receipt or issuance of the termination notice, to each recipient who received his/her primary care from, or was seen on a regular basis by the terminated provider.

B. If the vendor decredentials, terminates, or disenrolls a provider; the vendor must inform the DHCFP Provider Enrollment Unit within five (5) business days.

C. The vendor at a minimum must provide the DHCFP the basis, reasons or causes for such action and any and all documentation, data, or records obtained, reviewed, or relied on by the vendor including but not limited to:

1. Provider/patient files.

2. Audit reports and findings.
3. Medical necessity reviews.

D. If the decredentialing, termination or disenrollment of a provider is due to suspected criminal actions, or disciplinary actions related to fraud or abuse, the DHCFP is responsible for notifying the MFCU or HHS-OIG.

Under Delta Dental's quality assurance and program integrity programs, the process for provider termination (whether due to de-credentialing or disenrollment) includes the written notice of termination to each recipient who indicated that provider as their PDP or who was seen on regular basis by that provider. Delta Dental identifies these recipients through our enrollment database, and through claim history data queries. The written notice is mailed within 15 days of issuance of the termination notice.

A provider may be terminated following occurrences such as:

- ***Failure to respond to requests for recredentialing;***
- ***Failure to comply with future issued/implemented state or federal regulations or requirements;***
- ***Revocation of the provider's dental license;***
- ***Conviction of a crime involving moral turpitude;***
- ***Provider's behavior unchanged after QA Committee sanctions and corrective actions attempts;***
- ***Verified pattern of poor quality of care that does not meet accepted professional standards;***
- ***Pattern of unacceptable care remains uncorrected after attempts by the QA committee to notify the provider of the issues and/or***
- ***An incident so egregious that it is deemed necessary to immediately terminate the dentist's contract.***

When Delta Dental terminates (disenrolls, de-credentials, terminates or removes) a provider from the active Provider List, the basis, reasons or causes for the action – including the related documentation, data, or records used to make the determination – will be provided to the DHCFP within five business days of the decision to terminate.

Delta Dental acknowledges that the DHCFP is responsible for notifying the MFCU or HHS-OIG if the termination is due to suspected criminal actions or due to disciplinary actions related to fraud or abuse.

Notification of Significant Network Changes

3.6.5.12 Notification of Significant Network Changes

A. The vendor will notify the DHCFP's designated staff, within one (1) business day, of any unexpected change that would impair its provider network. This notification shall include:

1. Information about the nature of the change and how the change will affect the delivery of covered services; and

2. The vendor's plans for maintaining the quality of recipient care if the provider network change is likely to result in deficient delivery of covered services.

B. The vendor must notify the DHCFP of any change in its network that will substantially affect the ability of recipients to access services as soon as the change is known, or not later than fifteen (15) calendar days prior to the change.

As our many years' of experience demonstrates, provider networks are not static; they are always a work-in-progress to optimize service levels. Members of Delta Dental's PR team will actively manage the Nevada DBA program network by evaluating key performance indicators.

Evaluation of these key indicators, together with corresponding action plans to address items that influence network effectiveness, ensure Delta Dental's PR staff and management team and the DHCFP that recipients enjoy optimum access to high-quality dental care. Our ongoing review processes serve as an early warning system to identify trends that may need further attention. For example, geographic access patterns may shift over time and require network reconfiguration. The number of recipients may also increase over time, requiring increased capacity.

Our PR representatives maintain a close working relationship with other functional areas within Delta Dental to anticipate network impacts stemming from planned events and take appropriate proactive steps. Changes to a provider's network eligibility status owning to recredentialing results, sanctions monitoring, quality review results or voluntary terminations resulting from relocation or retirement are immediately evaluated for network impact and provider recruiting to maintain service standards for recipients in the area.

Delta Dental will notify the DHCFP of any change to our network that will substantially affect the ability of recipients to access services as soon as the change is known, or not later than 15 calendar days prior to the change if known in advance.

When a significant, unexpected change that would impair our network might occur, Delta Dental commits to notifying the DHCFP designated staff within one business day. The notification will include information about the nature of the change and how the change will affect delivery of covered services, and our plans for maintaining the quality of recipient care if the change is likely to result in deficient delivery of covered services.

Prohibited Practices

3.6.5.13 Prohibited Practices

The vendor shall take affirmative action so that recipients are provided access to covered medically necessary services without regard to race, national origin, creed, color, gender, gender identity, sexual preference, religion, age, and health status, physical or mental disability, except where medically indicated. Prohibited practices include, but are not limited to, the following:

A. Denying or not providing an enrolled recipient a covered service or available facility;

B. Providing an enrolled recipient a covered service which is different, or is provided in a different manner, or at a different time from that provided to other recipients, other public or private patients, or the public at large;

C. Subjecting an enrolled recipient to segregation or separate treatment in any manner related to the receipt of any covered medically necessary service, except where medically indicated;

D. The assignment of times or places for the provision of services on the basis of race, national origin, creed, color, gender, gender identity, sexual preference, religion, age, physical or mental disability, or health status of the recipient to be served;

E. The vendor may not prohibit, or otherwise restrict, a health care professional acting within the lawful scope of practice, from advising or advocating on behalf of a recipient who is his or her patient:

1. For the recipient's health status, dental care, or treatment options, including any alternative treatment that may be self-administered;

2. For any information the recipient needs in order to decide among all relevant treatment options;

3. For the risks, benefits, and consequences of treatment or non-treatment; and

4. For the recipient's right to participate in decisions regarding his or her health care, including the right to refuse treatment, and to express preferences about future treatment decisions.

F. Employing or contracting with providers excluded from participation in Federal health care programs. [42 CFR 438.214(d)]; and

G. Charging a fee for a medically necessary covered service or attempting to collect a co-payment.

3.6.5.14 If the vendor knowingly executes a subcontract with a provider with the intent of allowing, encouraging, or permitting the subcontractor to implement unreasonable barriers or segregate (i.e., the terms of the subcontract are more restrictive than the vendor's contract with the DHCFP or incentives or disincentives are structured to steer enrolled recipients to certain providers) the vendor will be in default of its contract with the DHCFP. In addition, if the vendor becomes aware of any of its existing subcontractors' failure to comply with this section and does not take immediate action, it will be in default of its contract with the DHCFP.

Dentists participating in the Nevada DBA program are contractually obligated, as well as ethically and professionally bound, to treat all recipients with dignity and respect. Dental services must meet the same standards of care and conduct in accordance with practice guidelines promulgated by governing bodies such as the American Dental Association, dental specialty boards and government regulatory agencies regarding generally accepted practices and the latest treatment options and techniques. Delta Dental monitors provider performance on an ongoing basis to ensure compliance with these policies.

Our provider agreements specifically address these prohibited practices, nor does Delta Dental permit these practices within our organization. Delta Dental commits to meeting the RFP requiremements regarding prohibited practices. We understand and agree that if we knowingly execute a provider agreement with the intent of allowing, encouraging, or permitting the provider to implement unreasonable barriers or segregate; or if we become aware of any of our existing providers' failure to comply with this section and do not take immediate action, we will be in default of our contract with the DHCFP.

3.6.6 Provider Contracts

3.6.6 Provider Contracts

Delta Dental's contracting policies are based on the premise that to fully serve the needs of our dental plan recipients, we must provide a stable, comprehensive network of qualified dentists with broad geographic access, specialty services, and reserve capacity. We also take into account the unique characteristics of each plan's recipient population. Because of our long history focused solely on dental care and the many dental professionals we employ, we understand how dental practices function and what dentists require to be active partners in a given program. Delta Dental holds fully executed provider agreements with each of our network providers. We do not subcontract for network providers or network management services.

Our agreements with primary care dentists reinforce a dental home approach, streamlining administrative burdens and enabling the primary care dentist, specialty dentists and recipients and their families to work directly together as a team on behalf of each patient.

Written Provider Agreements

3.6.6.1 The vendor will execute and maintain, for the term of the contract, written provider agreements with a sufficient number of appropriately credentialed, licensed or otherwise qualified providers to provide enrolled recipients with all medically necessary covered services.

Unlike many other dental insurers who subcontract other payer networks to wrap around or supplement a network, Delta Dental offers our clients an indemnity network consisting of independent dentists which have entered into an agreement with us. All dentists on any Delta Dental network are directly contracted with Delta Dental and are not subcontracted from another source. Delta Dental does not operate these network office locations, as all Delta Dental dentists are in private practice and sign a non-exclusive agreement to become one of our contracting dentists. Delta Dental networks are proprietary and not available for lease by any other entity.

Delta Dental is currently in the process of recruiting and contracting a network that meets all the requirements described. All providers will sign a government programs contract. The size of the network is determined and contracted based on the number of members in any geographic area and is consistent with ratio and geographic requirements.

Delta Dental will implement and maintain a dental network that not only has sufficient numbers and types of dental providers but also providers in the optimum locations, thereby giving recipients convenient access to general and specialty dental care. Should a recipient require dental care prior to assignment or selection of a PDP, the individual may obtain services from any network provider. Our toll-free Call Center staff can assist in locating an appropriate provider, if needed. The completion of Delta Dental's initial network development campaign will culminate with the end of the contract start-up period. As of the Go-Live date, recipients will have access to a comprehensive network that fully satisfies all geographic, time, ratio and other standards.

DHCFP Review of Provider Contracts

3.6.6.2 The vendor will provide, for the DHCFP's review, a copy of its base provider contract prior to execution. In addition, prior to distributing or executing any substantive changes or amendments to the base contract, the vendor shall submit drafts of standard language for any such contract to the DHCFP for review. Provider contracts must meet all state and federal requirements. Vendors are expected to submit all necessary information to demonstrate agreements are complete. The vendor shall submit any of its provider contracts to the DHCFP upon request.

Delta Dental's provider contracts meet all state and federal requirements and include relevant flow-down requirements from this RFP. Delta Dental will provide a copy of our base provider contract for the DHCFP review prior to execution. Throughout the contract, we will submit drafts of substantive changes or amendments to the base contract standard language to the DHCFP for review prior to distribution or execution.

We will submit any of our provider contracts to the DHCFP within five business days of a request.

Provider Recruitment

3.6.6.3 The timing and other events associated with provider recruitment must occur in a manner that will ensure meeting the objectives noted within this RFP. The effort must include outreach to providers who are not currently participating in the DHCFP's medical assistance programs or have a signed agreement but do not actively accept eligible recipients. Prior to becoming a network provider, a provider who is a non-Medicaid provider must be referred to the DHCFP for completion of the Medicaid provider enrollment. However, vendors may enter into single case agreements with non-Medicaid providers as needed. Any provider located outside of the state of Nevada must be licensed in their home state of practice in order to enter into a single case agreement with a vendor.

Delta Dental's first Nevada provider network was contracted in 1974. We have continuously maintained one or more provider networks in Nevada, and many providers in the Clark and Washoe counties are already members of our networks.

Delta Dental is proposing a custom network designed specifically for the Nevada DBA program using a multiple-phase approach. This approach is consistent with our past successful network implementations for state and national programs. We do not use an "opt-out" approach in which providers participating in an insurer's or administrator's network for one customer or program are notified of the intent to include them in another network unless a written declination is received by a specific deadline. Our experience has been that this tactic results in dissatisfied providers, low retention rates, and low commitment to potential program-specific contracts.

Delta Dental's hands-on network development approach requires a significant investment of time and resources; however, we and our customers have found the initial efforts involved in engaging in first-hand discussions with providers are well worth it in the long run. In these conversations, many providers have openly shared concerns about their recent experiences with a program, but have agreed to offer their services to recipients through Delta Dental's proposed network. Many providers have expressed satisfaction with their experience with Delta Dental in the commercial space and are therefore willing to participate in our other programs.

Going the extra mile to reach out to providers and build lasting and productive relationships with them is what sets Delta Dental apart in the industry. It also provides the foundation for what is needed most for the improved oral health of recipients – a stable network of qualified providers who deliver continuity of care over the long term to set recipients on a course of good oral hygiene and health for life.

Delta Dental is currently in the process of recruiting and contracting a network that meets all the requirements described. All providers will sign a government programs contract. The size of the network is determined and contracted based on the number of

members in any geographic area and is consistent with ratio and geographic requirements. Delta Dental's recruitment team uses a systematic approach to network development that features advance planning, DHCFP-approved materials, iterative follow-up with providers and continuous tracking of progress against plan. Throughout the network development phases, Delta Dental's management team will evaluate recruitment progress and resources assigned to complete the network on schedule. Should additional resources be needed, Delta Dental will augment the development team with experienced recruiters and support staff to ensure delivery of a comprehensive network for the Go-Live date.

Delta Dental has already begun building our network for the Nevada DBA program. During this pre-contract period, the start-up period and throughout the duration of the contract, our PR department representatives work collaboratively with dental professionals and network specialists to meet network performance goals. We make every attempt to include providers who currently participate in the Nevada dental network to minimize disruption in existing dentist-patient relationships and dental homes. However, we do not rely solely on current Medicaid network providers to build our network. We use multiple tools to gauge optimum access for recipients and pinpoint recruitment needs for dentists by specific specialty. GeoAccess–GeoNetworks® analytical tools are used to assess network performance geographically, including measuring recipient access by varied time and distance parameters. For each provider type, we can look at county metrics and drill down to identify particular ZIP codes that do not meet our expectations.

Delta Dental will implement and maintain a dental network that not only has sufficient numbers and types of dental providers but also providers in the optimum locations, thereby giving recipients convenient access to general and specialty dental care. Should a recipient require dental care prior to assignment or selection of a PDP, the individual may obtain services from any network provider. Our toll-free Call Center staff can assist in locating an appropriate provider, if needed. The completion of Delta Dental's initial network development campaign will culminate with the end of the contract start-up period. As of the Go-Live date, recipients will have access to a comprehensive network that fully satisfies all geographic, time, ratio and other standards.

Delta Dental's recruitment plan includes outreach to providers who are not currently participating in the DHCFP's medical assistance programs or have a signed agreement but do not actively accept eligible recipients. If the provider is not already a Nevada Medicaid provider, Delta Dental will refer the provider to Nevada Medicaid's fiscal agent for enrollment. Once the provider has been enrolled by the fiscal agent, Delta Dental will complete the provider's application and credentialing process and the provider may begin to provide services to Medicaid DBA recipients.

Delta Dental is sensitive to placing undue administrative burden on participating providers. To minimize this burden and to reduce avoidable delays in the process, Delta Dental proposes to work with the DHCFP and the fiscal agent to develop a process whereby Delta Dental submits the necessary enrollment information (application data, credentialing results, et al) to the fiscal agent on behalf of the provider. Delta Dental performs a similar role on our California Medicaid contract, as well as during prior Medicaid contracts with other states, and finds that this service helps to ensure that the

new Medicaid provider completes the enrollment process, which ultimately maintains and improves network adequacy.

In the exceptional cases where services from a non-Medicaid provider are needed, Delta may enter into a single case agreement with a provider. Delta will report these circumstances to the DHCFP. For any provider that is out-of-state, Delta Dental validates that the provider's license is in good standing as part of the single case agreement process.

Delta Dental is a nationally-known dental benefits administrator; in most cases, the non-Medicaid provider will already have a contract and be credentialed with Delta Dental's other lines of business (for example, employer dental plans) which ensures the DHCFP and the recipient that the provider meets Delta's high quality standards. Further, Delta Dental credentials even our commercial network providers to the Medicaid standard in each state, which is the most stringent standard in use.

Compliance Monitoring

3.6.6.4 The vendor must also have written policies and procedures for monitoring and complete this monitoring on its providers, and for disciplining providers who are found to be out of compliance with the vendor's dental management standards.

Provider compliance begins with our provider contracting policies and agreements. Delta Dental's provider agreement addresses clinical, financial, administrative and legal provisions to safeguard recipient health and maintain compliance with Delta Dental standards and Nevada DBA program requirements. These are set forth in contract terms that, among others, include:

- ***Provision of services;***
- ***Standards of care;***
- ***Dentist and employee qualifications/credentialing;***
- ***Facility and equipment standards;***
- ***Availability and accessibility standards;***
- ***Dentist/patient relationship;***
- ***Recipient acceptance/transfers;***
- ***Referrals;***
- ***Claim/encounter submission;***
- ***Disclosures/notifications of adverse events;***
- ***Compliance with the provider handbook;***
- ***Recipient grievance resolution;***
- ***Prohibition against recipient billings and collections;***
- ***QM and UM standards/programs;***
- ***Records maintenance and access;***
- ***Confidentiality/security of patient information;***
- ***Applicable state and federal regulations/statutes and***
- ***Insurance coverage and continuity of care for recipients.***

Denying, Reducing, or Limiting Medically Necessary Services

3.6.6.5 Provider contracts may not be structured to provide financial or other incentives to providers and subcontractors for denying, reducing, or limiting medically necessary services to a recipient.

Delta Dental's provider contracts require providers to provide covered medically necessary dental services following standard practice guidelines and protocols. No financial or other incentives for denying, reducing or limiting medically necessary services are included or encouraged.

Gag Clauses

3.6.6.6 The use of "gag" clauses in Provider contracts is prohibited.

Delta Dental does not use "gag" clauses in our provider contracts.

DHCFP Access to Provider Contracts

3.6.6.7 All provider contracts must be made available to the DHCFP within five (5) business days of the request.

We will submit any of our provider contracts to the DHCFP and/or MFCU within five business days of a request.

Future Grants to Medicaid

3.6.6.8 The vendor will support and participate in any future grants awarded to Medicaid that affect vendors or vendor recipients.

Delta Dental will be pleased to support and participate in any future grants awarded to Medicaid that affect vendors or vendor recipients.

Subject to ACA Enrollment Requirements

3.6.6.9 The vendor will be subject to ACA requirements for Medicaid enrollment.

Delta Dental's contracting policies are based on the premise that to fully serve the needs of our dental plan enrollees, we must provide a stable, comprehensive network of qualified dentists with broad geographic access, specialty services, and reserve capacity. As part of our contracting policies and procedures, we commit to following all state and federal requirements for provider enrollment, including Affordable Care Act (ACA) requirements for Medicaid enrollment.

3.6.7 PROVIDER DIRECTORY

3.6.7 Provider Directory

The vendor will publish its provider directory which includes all providers including FQHCs, and any subcontractors' provider directory via an Internet website upon contract implementation and will update the website on a monthly basis for all geographic service areas. Listed providers in the vendor network must be active, currently providing care or accepting new patients on behalf of the vendor and the provider's demographic data must be accurate. The vendor will provide the DHCFP with the most current provider directory upon contract award for each geographic service area. Upon request by the DHCFP, the vendor must confirm the network adequacy and accessibility of its provider network and any subcontractor's provider network. When queried at least 90% of listed providers will confirm participation in the vendor's network.

On a monthly basis, no later than the tenth (10) day of the month, the Vendor will submit to the DHCFP a list of all providers who have been enrolled and a list of all providers who have disenrolled, deactivated, terminated, decredentials or been removed from the active provider enrollment in the previous month.

The provider directory lists Delta Dental's network of highly qualified general, pediatric and other specialty dentists. The directory is sorted by county and specialty and, for each office location, includes the provider name, address, telephone numbers, office hours, foreign languages spoken, specialties, whether or not the provider is accepting new patients, any practice limitations (for example, willingness to serve children and adults with special health care needs), and any age restrictions. Only active dental providers are included in the directory.

The electronic version of the provider directory will be available via Delta Dental's website to program members and to the DHCFP. The on-line provider directory is searchable by ZIP code, city, county, provider's last name, dental office name, language and specialty. Providers who are available to render services to new patients will be flagged and easily identifiable. To exceed the RFP requirement to update the directory monthly, the electronic directory will be updated whenever there is a change in the network (e.g., additions and deletions of providers and changes to a provider's name, address, telephone numbers, office hours, languages spoken, specialties, acceptance-of-new-patients status and practice limitations).

Delta Dental has well-established processes to help ensure that information in the provider directory is accurate and current. Our initial verification occurs during the credentialing process. Our PR representatives reconfirm that information during telephone calls and on-site visits to provider offices. We use bulletins and the provider pages of the program website to remind providers to send us any changes in their contact information and/or services. In addition, providers may update their information on-line by clicking on the "My Profile" link on Delta Dental's "Provider Tools" web page. Upon request by the DHCFP, we will confirm the network adequacy and accessibility of

our provider network and any subcontractor's provider network. Our goal is that at least 90% of listed providers will confirm participation in our network.

We will submit a Provider Network Changes report listing all providers who, in the previous month, have:

- ***Newly enrolled;***
- ***Disenrolled;***
- ***Deactivated;***
- ***Terminated;***
- ***Decredentialed; or***
- ***Been removed from the active provider enrollment list.***

The Provider Network Changes report is generated from Delta Dental's provider management system, and will be delivered by the tenth day of the month.

3.6.8 RECIPIENT COMMUNICATIONS

3.6.8 Recipient Communications

All general communications to recipients must be written at an eighth (8th) grade level of understanding reflecting cultural competence and linguistic abilities. The DHCFP must approve initial mass letter mailings and brochures or any subsequent change in content for recipients, exclusive of Dental educational and disease management information, prior to release. If the DHCFP does not respond within ten (10) business days, the vendor may consider the communication approved. This provision does not pertain to communications on specific topics to individual recipients.

Historically, Delta Dental has done much more than simply meeting the minimum standards of education and outreach in response to contractual requirements. Rather, we have proactively integrated those activities into our corporate philosophy of excellent customer service. We have a long history of participating in outreach that promotes public awareness of dental health through education, improved access and appropriate utilization of services. Our efforts have included traditional outreach – such as health fairs, school-based screening and dental sealant programs and mobile dental clinics – and, also, targeted health and wellness initiatives to help meet the needs of specific populations such as pregnant women.

Delta Dental will work with the DHCFP to ensure that all member materials are clear, correct and well-suited to the intended audience. All general communications to recipients – including the website, educational materials and correspondence – will be written at an eighth grade level of understanding and reflect cultural competence and linguistic abilities.

Delta Dental will submit initial mass letter mailing and brochures, and any subsequent change in this content, for recipients to the DHCFP for approval. If the DHCFP does not respond within ten business days, Delta Dental will consider the communication approved and proceed with distribution.

Cultural Competency

Delta Dental places a high priority on cultural competency training to ensure that all members – regardless of culture, ethnicity, language, literacy level, religion or disability – receive the same high-quality level of services. Our well-established cultural competency program meets Delta Dental's corporate commitment to excellence in this area.

Delta Dental recognizes that Medicaid and CHIP recipients have the right to quality health care regardless of their age, sex, ethnicity, religion, disabilities or ability to understand the English language. We help limited English proficiency (LEP), hearing-impaired and sight-impaired recipients obtain the best, most appropriate dental care possible through our well-established cultural competency plan that encourages culturally competent contact between recipients and providers, staff recruitment and training, translation services, and the development of appropriate health education materials.

Delta Dental recruits staff whose experience and skills best meet each position's specific requirements. For example, we look for staff who are bilingual in English and Spanish to help meet the needs of Spanish-speaking recipients in our California Medicaid Dental Program (Denti-Cal). All Delta Dental staff learn about language assistance services through cultural competency training, which is required upon hire and annually thereafter. The training addresses the processes and procedures to help program recipients access services and, in addition, emphasizes the right of recipients to receive interpretive and translation services upon request and at no charge to them. Staff assigned to the Nevada Medicaid and Check Up programs will also receive contract-specific training on cultural competency and linguistic access.

For more information on Delta Dental's Cultural Competency Plan, see Proposal Section 3.10.2.2, Cultural Competency Plan.

Written Translation Services

All recipient educational materials and other vital documents – such as complaint forms, notices of action, grievance/administrative hearing information, and outreach materials – will be available to Nevada Medicaid and Check Up recipients in English and any prevalent non-English languages as determined by the DHCFP. If the DHCFP identifies any other prevalent languages (typically defined as a language spoken by more than 5% of recipients in a designated geographic area), we will have recipient materials translated into those languages by an approved translation vendor.

Delta Dental recognizes that the readability of recipient materials affects his or her success in understanding not only the dental program's benefits and rules, but also the importance of routine dental care. Factors influencing recipient comprehension of and interest in reading materials include, but are not limited to, print legibility, type size, word complexity and sentence complexity. For the Nevada contract, we will develop recipient informational and educational materials at no higher than an eighth-grade reading level and in an appealing, conversational tone with culturally, linguistically and age-appropriate language, phrases and examples.

For more information on Delta Dental's approach to ensuring access to interpretative and translation services, see Proposal Section 3.5, Recipient Services.

3.6.9 PROVIDER COMMUNICATIONS

3.6.9 Provider Communications

All general communications to providers including mass mailings, fax-blasts, brochures, batch emails, and communications specifically mentioned in this contract must be copied to the DHCFP. This provision does not pertain to communications on specific topics to individual providers.

Each dentist participating in the network will receive a provider handbook describing the covered benefits package, recipient eligibility and assignment and provider obligations for compliance with all administrative, legal and regulatory requirements. The provider agreement between Delta Dental and each network dentist contains a provision that obligates the provider to comply with all handbook provisions and any subsequent updates.

Delta Dental recognizes that communication modes are changing rapidly, and as the demographics of dental professionals change so must our communication methods. To supplement the handbook and reinforce the dentist's awareness of the program and status as a participating provider, Delta Dental also uses these modes of communication:

- ***E-mail blasts and list serves***
- ***Online announcements and posting***
- ***Mass mailings***

An example of the type of communication that may occur through these modes is a series of newsletters to all network dentists periodically throughout the year. The newsletters announce program changes, discuss current dental care topics and address emerging issues that may be identified through recipient services or other sources and have broad application to all participating dentists. Based on the provider communication preference, we will e-mail or mail the newsletter.

Regardless of the mode of communication, Delta Dental will copy the DHCFP on all general communications to providers.

3.6.10 PROVIDER POLICY AND PROCEDURE MANUAL

3.6.10 Provider Policy and Procedure Manual

Policy and Procedure Manual, Number of Copies

3.6.10.1 The vendor must prepare a Provider Policy and Procedure Manual. The vendor shall document the approval of the provider manual by the vendor's Dental Director, and shall maintain documentation verifying that the provider manual is reviewed and updated at least annually.

3.6.10.2 The vendor must furnish one (1) copy of the manual to each provider upon recruitment into the network before provider has signed a contract, and must update all copies of the manual in each provider's possession when changes are made by the vendor. Provider update notices sent via facsimile, mail, and/or e-mail may be utilized to update the provider manual when changes are made by the vendor. The vendor can meet this requirement by furnishing one (1) copy of the manual and one (1) copy of the manual updates to each provider practice where several providers within the practice are recipients in the network. If a provider agrees, the manual may be provided in electronic format. One (1) hard copy and one (1) electronic copy of the Provider Manual shall be provided to the DHCFP. That electronic copy must be updated with the same frequency as the hardcopy manual copies furnished to providers. The manual shall include, at a minimum, the following information:

A. The policies and procedures to be implemented by the vendor to ensure provider contract compliance;

B. The procedures governing verification of recipient eligibility and the process for receiving and disseminating recipient enrollment data to participating providers;

C. Prior authorization procedures and requirements;

D. The procedures for claims administration;

E. Provider credentialing criteria;

F. Provider network management;

G. The benefits and limitations available to enrolled recipients under the program, including any restrictions on recipients' freedom of choice imposed by the program and any/all payment obligations;

H. Administrative and billing instructions, including: a list of procedure codes; edits; units; payment rates; and all pertinent information necessary to submit a clean claim in a timely manner;

I. Procedure to dispute adverse payment and contract decisions; and

J. Policies and procedures to be implemented by the Vendor to manage quality improvement and recipient service utilization.

Delta Dental has an extensive history implementing large, complex programs that provide dental care to those most in need. In the dental community in Nevada and across the country, Delta Dental has earned a respected reputation as a dental benefits administrator. This has been achieved by providing the resources and support that dental providers need to successfully participate in our networks, which, in turn, benefits our customers and their recipients. As an organization dedicated exclusively to dental care, we have a clear understanding of dental practices and employ PR representatives who have real-world dental experience.

One such support resource is a Policies and Procedures manual (also referred to as a provider handbook or manual) that serves as a handbook and reinforces provider training and education. Providers are trained not only on the requirements of the Nevada DBA program, but on how to use the provider manual and Delta Dental website as continuing support resources.

Delta Dental will provide a copy of the Policies and Procedures provider manual to each provider upon recruitment into the network and before the provider has signed a contract. The manual is a comprehensive guide for dentists and their office staff to obtain information about all aspects of participation in the Nevada DBA program, including:

- ***Policies and procedures to ensure provider contract compliance;***
- ***Procedures governing verification of recipient eligibility and the process for receiving and disseminating recipient enrollment data to participating providers;***
- ***Prior authorization procedures and requirements;***
- ***Procedures for claims administration;***
- ***Provider credentialing criteria;***
- ***Provider network management;***
- ***Benefits and limitations available to enrolled recipients under the program, including any restrictions on recipients' freedom of choice imposed by the program and any/all payment obligations;***
- ***Administrative and billing instructions, including: a list of procedure codes; edits; units; payment rates; and all pertinent information necessary to submit a clean claim in a timely manner;***
- ***Procedure to dispute adverse payment and contract decisions and***
- ***Policies and procedures to manage quality improvement and recipient service utilization.***

Delta Dental will prepare a Policies and Procedure manual for the Nevada DBA program and submit to DCHFP for approval following the contract effective date, and will review and update the provider manual at least annually thereafter. After approval, the manual is

ready for inclusion in training for Delta Dental staff and dental providers, and for distribution electronically and/or in hard copy format.

As changes to policies or procedure occur throughout the life of the Nevada DBA program contract, Delta Dental staff begin by analyzing the policy and/or procedure change and determining which training programs and sections of the provider manual require updates. Our staff draft updates to the provider manual and staff and provider training curriculum and materials, which are then internally reviewed for quality assurance and approved by the Dental Director prior to being submitted to DCHFP for approval. Delta Dental notifies providers of changes to the manual through newsletters and announcements posted on the Delta Dental Nevada website and sent via e-mail. The notification will include instructions on how providers may obtain the information electronically (posted and available for download on the website) or hard copy.

Provider Workshops

3.6.10.3 Provider Workshops

The vendor must conduct, at least annually, provider workshops in the geographic service area to accommodate each provider site. In addition to presenting education and training materials of interest to all providers, recent changes in policy or procedures should be provided. All sessions should reinforce information on the need for providers to verify recipient eligibility and enrollment prior to rendering services in order to ensure that the recipient is Medicaid-eligible and that claims are submitted to the responsible entity. Individual provider site visits will suffice for the annual training requirement.

A fundamental responsibility of Delta Dental's network management team is educating participating providers about the Nevada DBA program, including recipient eligibility, covered benefits, support services available to providers and provider responsibilities. This information is essential for providers to participate successfully in the program. Dentists and dental office staff who are well-informed experience greater satisfaction, can more effectively assist recipients and, ultimately, provide greater access to dental care resulting in improved oral health for program members.

Our PR representatives are responsible for delivering provider training workshops over the term of the contract. These staff members are knowledgeable about dental office practices, Delta Dental's network policies and procedures and the Nevada DBA program. The PR representatives work with our enterprise training team to develop a comprehensive curriculum and appropriate companion materials for each workshop. They also work collaboratively to design the training delivery systems that include regional training seminars or workshops, computer-based training and on-site training. Training is modularized to cover topics that are applicable to all network dentists, such as program overview, covered benefits, billing and other administrative processes, plus those that may be more applicable to specific provider types – such as primary care and specialties such as endodontist or oral surgeon.

While Delta Dental continues to offer traditional training workshops, computer-based webinars and self-paced tutorials have gained popularity among dental providers and their staff in recent years. These enable providers to schedule time for individual or group training and discussion without disrupting patient scheduling. Provider workshops are conducted at least annually, and include individual provider site visits when appropriate.

In addition to regularly scheduled and required provider seminars, the local PR representative is available to provide individual provider training during office service visits. The PR representative will often assist each provider's office staff with establishing a logon to access Delta Dental's online Provider Tools to increase the administrative efficiency of the dental practice. Providers may contact their local PR representative directly to request specific training for their office.

3.6.11 NETWORK MAINTENANCE

3.6.11 Network Maintenance

Maintenance of the network includes, but is not limited to:

a. Initial and ongoing credentialing;
b. Adding, deleting, and periodic contract renewal;
c. Provider education; and
d. Discipline/termination.

Delta Dental's local PR representative will actively manage the Nevada DBA Program network ***by evaluating key performance indicators:***

- ***Geographic accessibility reports and analysis for each assigned territory;***
- ***Anticipated or actual changes in enrollment trends;***
- ***Number and severity of recipient complaints related to network services;***
- ***Dentist availability to members for emergency, urgent and routine care;***
- ***Changes to network composition (retiring, relocating and terminating dentists);***
- ***Availability of new dental practices;***
- ***Targeted and random blind calls to confirm provider compliance with network provisions and***
- ***Results of recipient and provider satisfaction surveys.***

Evaluation of these key indicators, together with corresponding action plans to address items that influence network effectiveness, ensure Delta Dental's PR staff and management team and the DHCFP that members enjoy optimum access to high-quality dental care. Our ongoing review processes serve as an early warning system to identify trends that may need further attention. For example, geographic access patterns may shift over time and require network reconfiguration. The number of members may also increase over time, requiring increased capacity.

Our PR representatives maintain a close working relationship with other functional areas within Delta Dental to anticipate network impacts stemming from planned events and take appropriate proactive steps. Changes to a provider's network eligibility status

owning to recredentialing results, sanctions monitoring, quality review results or voluntary terminations resulting from relocation or retirement are immediately evaluated for network impact and provider recruiting to maintain service standards for members in the area.

Any changes to network composition or dentist contact information are posted on an ongoing basis to Delta Dental's system, directories and the MIS to ensure that all internal and external users, members and providers have the most current information.

3.7 DENTAL RECORDS

Delta Dental commits to complying with all Nevada DBA program dental records provisions in RFP Subsection 3.7, Dental Records. We describe our approach to meeting the RFP requirements in the sections that follow.

3.7.1 COMPLETE DENTAL RECORDS

3.7.1 Complete dental records shall be maintained by the vendor's contracted providers, for each enrolled recipient in accordance with this RFP. The records shall be available for review by duly authorized representatives of the State and CMS upon request.

Delta Dental's contract with Nevada DBA program providers will include a requirement that complete dental records are maintained by the provider for each patient that is an enrolled recipient. Further, the contract will state that the dental records shall be available for review by duly authorized representatives of the State, including Delta Dental in the course of executing its responsibilities under this contract, and CMS upon request.

3.7.2 WRITTEN POLICIES AND PROCEDURES

3.7.2 The vendor shall have written policies and procedures to maintain the confidentiality, accessibility and availability, record keeping, and record review process for all dental records. Not more than ten (10) calendar days after submitting a request, the State shall have access to a recipient's dental record, whether electronic or paper, and has the right to obtain copies at the vendor's expense.

Today, unauthorized access to data is being tested in every arena. Protecting unauthorized access to dental records requires a diligent team armed with a full understanding of the intricacies of the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and other state and federal regulations and statutes. Delta Dental understands the fundamental importance of up-to-date and clearly written policies and procedures to guide the work of our staff. Delta Dental's Records Management Policy details policies and procedures related to all record keeping for our customers, providers and members.

Dental records requests are made through our Recipient Services Department within our Call Center or are made as part of Program Integrity Unit (PIU) activities. The Call Center and PIU policies and procedures manuals contain our procedures for requesting dental records from contracted providers.

Once received, dental records are stored digitally in Delta Dental's electronic document management system (EDMS) where access is restricted to the PIU and the Call Center. Paper records are confidentially destroyed. Delta Dental will provide access within 10 calendar days to a recipient's dental records upon request by the State. Delta Dental understands the State has the right to obtain copies of these records at our expense.

3.7.3 PROPERTY OF PROVIDER

3.7.3 The recipient's dental record is the property of the provider who generates the record. The vendor shall assist the recipient or the parent/legal guardian of the recipient in obtaining a copy of the recipient's dental records, upon written request, from the provider. Records shall be furnished in a timely manner upon receipt of such a request but not more than thirty (30) calendar days from the date of request. Each recipient or parent/legal guardian of the recipient is entitled to one (1) free copy of the requested dental records. The fee for additional copies shall not exceed the actual cost of time and materials used to compile copy and furnish such records.

Delta Dental will assist the recipient (or the parent/legal guardian) in obtaining a copy of the recipient's dental records from the provider. Requests must be made in writing and are fulfilled through the Recipient Services Department within our Call Center.

Upon receipt of such a request, the Recipient Services Department representative initiates a task in Delta Dental's Macess Customer Relationship Management (CRM) system. The automated workflow function of the CRM system allows Delta Dental to track requests to ensure that records are furnished not more than 30 calendar days from the date of receipt of the request. Use of the CRM system also allows Delta Dental to track the number of requests made by recipients for their dental records. The recipient or parent/legal guardian is entitled to one free copy; additional requests/copies incur a fee that shall not exceed the actual cost of time and materials used to compile, copy and furnish such records.

3.7.4 TRANSFER OF RECORDS

3.7.4 When an enrolled recipient changes primary care providers and/or health plans, the vendor's contracted provider must forward all dental records in their possession to the new provider within ten (10) business days from receipt of the request.

Delta Dental's contract with Nevada DBA program providers will stipulate that the provider must forward all dental records in their possession to a new provider within 10 business days of receipt of the request. Although most such requests will be made directly from provider to provider without the need for intervention, Delta Dental will, upon request, assist with the transfer of enrolled recipient dental records to a new primary dental care provider. Such requests are coordinated through the Recipient Services Department or Provider unit within our Call Center; with each request entered and tracked in the CRM system.

3.8 QUALITY ASSURANCE STANDARDS

Delta Dental commits to complying with all Nevada DBA program quality assurance standards provisions in RFP Subsection 3.8, Quality Assurance Standards. We describe our approach to meeting the RFP requirements in the sections that follow.

3.8.1 OVERVIEW

3.8.1 Overview
The common goal of the managed care program is a successful partnership with quality dental plans to provide care to the DHCFP recipients, while focusing on continuous quality improvement.

The role of vendor is to ensure accessibility and availability to appropriate dental care, provide for continuity of care, and provide quality care to enrolled recipients. Recipients benefit from preventive dental care services, the quality and availability of which are monitored and evaluated by the DHCFP in conjunction with the DHCFP's EQRO contractor. The vendor is required to work collaboratively with the DHCFP and the EQRO in these quality monitoring and evaluation activities. The vendor will designate a lead person to work with the DHCFP on quality management. By virtue of the DHCFP's contract with the EQRO and the federal regulations which set forth the State's mandates for an EQRO, the vendor will be required to provide reporting data beyond that stipulated in this section and will participate in those additional EQRO activities as assigned and required by the DHCFP.

Delta Dental shares the Department of Health Care Financing and Policy's (DHCFP's) goal of a successful partnership with quality dental plans to provide care to Nevada Medicaid and Check Up recipients while focusing on continuous quality improvement (CQI). As discussed in Proposal Section 3.1, General and throughout our proposal, Delta Dental clearly demonstrates that we are such an organization – providing world-class customer service, achieving excellence through quality, and leveraging our strengths to meet the challenges of tomorrow. Our consistently high customer retention rate – 97.9% in 2015 – is a clear endorsement of the quality of our service levels.

We take seriously our role of ensuring accessibility and availability to appropriate dental care and providing continuity of care and quality care to recipients in all our Medicaid and Children's Health Insurance Program (CHIP) dental plans. We have a well-established Quality Assessment and Performance Improvement (QAPI) program that is designed to objectively and systematically monitor and evaluate the quality and appropriateness of care delivered to recipients. The program is grounded in CQI/total quality management (TQM) principles with clear lines of authority/accountability and well-defined functions, staff roles and responsibilities. The program's ongoing objectives, all of which help ensure access to care, are as follows:

- ***To monitor and evaluate the care rendered to recipients by program providers;***
- ***To participate in quality of care reviews and other applicable activities required by customers and regulatory agencies;***

- ***To develop quality indicators that are objective, measurable and based on current standards of care and clinical experience;***
- ***To use clinical care standards or practice guidelines from recognized authorities and based on scientific evidence;***
- ***To identify, document, evaluate and resolve known or suspected systemic problems through the development and implementation of corrective action plans;***
- ***To ensure follow-up to document problem resolution, improvement in care systems and/or need for further improvement;***
- ***To provide feedback, education and grievance resolution assistance to recipients and providers on a continuing basis and in compliance with applicable regulations;***
- ***To review the scope, content and effectiveness of the QAPI program on an annual basis and update the program as needed;***
- ***To provide appropriate mechanisms to maintain confidentiality of recipient and provider information in a manner consistent with applicable state and federal regulations and***
- ***To provide Delta Dental's Board of Directors (Board) with periodic reports on QAPI activities to ensure the Board's continuous oversight and approval of the QAPI program.***

Collaboration with the DHCFP and its EQRO Contractor

Delta Dental will be pleased to work collaboratively with the DHCFP and its EQRO contractor on quality monitoring and evaluation activities. Our extensive Medicaid/CHIP dental QAPI experience – including, but not limited to, focused clinical studies, collection and analysis of encounter data, collection and dissemination of standardized performance data and individual case reviews to recipient/provider surveys and analyses of grievance/appeal trends – positions us well to support quality monitoring and evaluation requests from the DHCFP and its EQRO.

As discussed in Proposal Section 3.13, Management Information System, we have the systems and data management capabilities to fully support the collection and analysis of QAPI data. We will furnish any claims and/or encounter data needed by the EQRO in a format approved by the DHCFP in consultation with Delta Dental.

Based on our review of the Quality Strategy, Delta Dental understands that we will develop, collect and report data on the Annual Dental Visit performance measure from the Healthcare Effectiveness Data and Information Set (HEDIS®) and that we may be asked to support the DHCFP's voluntary collection/reporting of CMS core performance measures for adults and children. We acknowledge our responsibility to provide reporting data beyond that stipulated in RFP 3.8, Quality Assurance Standards and to participate in any additional EQRO activities assigned and required by the DHCFP.

Delta Dental has designated Ms. Terrie Madruga, Quality Assurance Director, as the lead person to work with the DHCFP on quality management.

3.8.2 QUALITY MEASUREMENTS

3.8.2 Quality Measurements

Quality Strategy

3.8.2.1 The DHCFP will update Nevada's Quality Strategy to indicate the set of dental quality measures to be reported. The DHCFP and/or the EQRO may conduct on-site review as needed to validate dental measures reported. The vendor must use audited data, and is responsible for ensuring all updates to the measure are reflected in the final, reported rates. The DHCFP reserves the right to require the vendor to conduct special focus studies and report on additional quality measures when requested.

3.8.2.2 On an annual basis, vendors are required to report on all performance measures listed in the State Quality Strategy.

As noted in RFP 3.8.2.1, the Quality Strategy document will include all dental quality measures to be reported for the Nevada Medicaid and Check Up dental programs. If and when those quality measures change, the DHCFP will make appropriate updates to the document. On an annual basis, Delta Dental will report on all performance measures listed in the Quality Strategy in a format and within the time frame required by contract and/or mutually agreed upon with the DHCFP.

Delta Dental acknowledges that the DHCFP reserves the right to require us to conduct special focus studies and report on additional measures when requested. Our Quality Assurance and Improvement staff, under the direction of Ms. Madruga, are a ready, qualified and willing resource to meet the DHCFP's needs for such studies. We routinely undertake special studies for other contracts; for our California Medicaid Dental Program (Denti-Cal) contract, for example, special studies have been requested and conducted in areas such as clinical screenings, claim processing and recipient utilization.

Delta Dental's participation in the DHCFP/EQRO quality monitoring and reporting efforts requires that we use audited data and ensure that any data updates are reflected in the final, reported rates. We are fully prepared to meet that requirement using the following technology and processes:

- ***MetaVance Administration and Finance (MetaVance) System – Because we propose to use MetaVance for all management information system (MIS) functions for this contract, we are confident of our capability to meet those requirements. MetaVance is a robust, automated application that supports claims/encounters processing, quality activities, utilization review, enrollment and eligibility processing, the generation of customized and standard operational and statistical reports, and other contract functions. Having used MetaVance successfully on multiple commercial and government dental plan contracts, we believe it is an excellent MIS choice that will maintain critical Nevada DBA program information in a controlled, structured manner.***
- ***Enterprise Data Warehouse (EDW) – For the Nevada contract, all claim and encounter data from MetaVance will be stored in a single, normalized EDW. The EDW functions as a***

data repository and offers flexible design/execution of multiple types of tracking and utilization reports. EDW data are refreshed with each claim adjudication/payment (including adjusted/voided claims), which helps ensure that the EDW always has the most current claim and encounter data.

- ***Data Review and Audit Process – Prior to its submission to the DHCFP, all data will be checked by a quality management (QM) senior analyst against previous trend data and then by a senior report analyst for accuracy. That review process is audited for accuracy by our Corporate Internal Audit team, as well as a third-party auditor. To date, there have been no negative findings regarding the process.***

Delta Dental understands that the DHCFP and/or its EQRO may conduct an onsite review of our data collection/reporting process to validate the dental measures reported.

EPSDT Services

3.8.2.3 Comprehensive Well Child Periodic and Interperiodic Health Assessments/Early Periodic Screening Diagnosis and Treatment (EPSDT)/Healthy Kids Standard

1. The vendor shall take affirmative steps to achieve at least a participation rate greater than or equal to the national average for EPSDT dental screenings.

Delta Dental understands that medically necessary screening, diagnostic and treatment services identified in Comprehensive Well Child Periodic and Interperiodic Health Assessments/Early Periodic Screening Diagnosis and Treatment (EPSDT)/Healthy Kids standards must be provided to all eligible Medicaid children under the age of 21 years if the service is listed in 42 U.S.C. § 1396 d(a). Our commitment and approach to delivering those services to Nevada Medicaid and Check Up recipients is detailed in Proposal Section 3.3.3, EPSDT Services (Medicaid) & Well Baby/Child Services (Nevada Check Up).

Delta Dental has provided EPSDT services through many of our government-sponsored dental plans. We are well aware of EPSDT utilization of dental services nationally, as well as in the states in which we do business, and we strive continually to improve participation through recipient outreach and education, expansion of our provider networks, and other targeted strategies.

For the Nevada contract, Delta Dental is committed to taking affirmative steps to achieve EPSDT participation rates that are greater than or equal to the national average for EPSDT dental screenings. Based on our preliminary review of data, it appears that Nevada's EPSDT participation is approximately 11.1% lower than EPSDT participation nationwide. We calculated that difference using the following statistics taken from Lines 1a and 12a on the "Annual EPSDT Participation Report," Form CMS-416 (National and State versions dated 09292016) for Fiscal Year 2015:

- ***Nationally, 18,862,499 out of 42,150,534 total eligibles (or approximately 44.8%) received any dental services that year.***
- ***For the State of Nevada, 130,928 out of 388,484 total eligible (or approximately 33.7%) received any dental services that year.***

Delta Dental believes that increasing Nevada's EPSDT participation by 11.1% over the contract term will require a significant joint effort by us, the DHCFP, providers, recipients and other stakeholders. Following contract award, we will immediately clarify with the DHCFP which EPSDT dental measures and reporting year data will serve as the baseline for the national and Nevada-specific EPSDT participation rates. We will then work with the DHCFP to design and implement one or more PIPs and/or quality initiatives to help narrow the gap between Nevada and national EPSDT participation rates. We look forward to sharing with the DHCFP the successful strategies we have implemented for other contracts and, with the DHCFP's approval, customizing those strategies to improve EPSDT participation for the Nevada Medicaid and Check Up contract.

EPSDT Monitoring

2. The DHCFP and/or the EQRO may conduct desk and/or on-site review as needed, to include, but not be limited to: policy/procedure for EPSDT, service delivery, data tracking and analysis, language in dental care provider contracts, and the process for notification of recipients. Vendor internal quality assurance of the EPSDT program shall include monitoring and evaluation of the referrals that are the result of an EPSDT dental screening.

Delta Dental understands that EPSDT monitoring by the DHCFP and/or its EQRO may include desk and/or onsite reviews of, but not limited to:

- ***EPSDT policies and procedures;***
- ***EPSDT service delivery;***
- ***EPSDT data tracking and analysis;***
- ***EPSDT language in dental care provider contracts and the***
- ***Process for notification of EPSDT recipients.***

Our depth of experience administering Medicaid and CHIP dental plans has positioned us well to help streamline any desk and onsite reviews conducted by the DHCFP and/or its EQRO. We fully understand the scope of EPSDT services and have clearly documented the policies and procedures needed to deliver those services. We have the automated systems in place to track and analyze EPSDT data. In addition, we have clearly defined processes for notifying EPSDT recipients (e.g., via a surface mailing, robo-call, and/or hard-copy member materials and the dental plan's member website) that they are eligible for and/or due for dental services.

Delta Dental acknowledges that one of our internal quality assurance functions related to the EPSDT program will be to monitor and evaluate referrals resulting from an EPSDT dental screening. We execute that function for other dental plans, with the scope of work dictated by each contract's requirements. While those referrals are typically tracked, monitored and evaluated using system-generated reports, some – such as those requiring care coordination services – may require individual attention to help ensure that recipients receive needed care and services. Following contract award, we will clarify the DHCFP's expectations for this function and modify our processes as needed to ensure compliance. For more information on Delta Dental's care coordination services, see Proposal Section 3.9, Standards for Internal Quality Assurance Program.

EPSDT Reporting

B. The vendor is required to submit the CMS 416 EPSDT Participation Report to the DHCFP for each quarter of the federal fiscal year (FFY), October 1st through September 30th. The vendor is required to submit the final CMS 416 Report to the DHCFP no later than March 1st after the FFY reporting period concludes. The vendor must send a quarterly report in order to track the progress the Vendor is making throughout the year. The vendor is required to complete all dental line items of the CMS 416 Report applicable for dental care and submit separate reports for the NCU, FMC, and CHIP Medicaid expansion.
If the vendor cannot satisfactorily demonstrate to the DHCFP at least a participation rate not less than the Quality Improvement System for Managed Care (QISMIC) improvement measure, as determined by the DHCFP or its contracted EQRO, the DHCFP may require the vendor to submit a Plan of Correction (POC) to the DHCFP.

Delta Dental has a long history of submitting CMS 416 Reports (applicable for dental care) and other reports to our Medicaid and CHIP customers within contract-required time frames and with complete, valid data. For the Nevada DBA program, we commit to meeting the following requirements:

- ***Submit the CMS 416 EPSDT Participation Report to the DHCFP for each quarter of the federal fiscal year (FFY), October 1 through September 30, with all dental line items completed;***
- ***Submit the final CMS 416 Report to the DHCFP no later than March 1 after conclusion of the FFY reporting period and***
- ***Submit separate reports for the Nevada Check Up, Family Medical Coverage and CHIP Medicaid expansion in compliance with the DHCFP's directives.***

Unsatisfactory EPSDT Participation Rates

Based on our review of the Quality Strategy, Delta Dental understands that the Quality Improvement System for Managed Care (QISMC) measure is a hybrid methodology that takes into consideration high performance levels and minimum performance levels. It is used when HEDIS scores are above the established goals or fall below the national 25th percentile for a measure. For the Nevada contract, we understand that the DHCFP or its EQRO will determine the dental-specific QISMIC measure/s and include them in the Quality Strategy. Delta Dental's responsibility will be to ensure a participation rate that is not less than its QISMIC measure. If we fail to satisfactorily demonstrate that participation rate, we may be required to submit a Plan of Correction (POC) to the DHCFP.

3.8.3 PLAN OF CORRECTION PROCEDURE

3.8.3 Plan of Correction (POC) Procedure

3.8.3.1 The POC should identify improvements and/or enhancements of existing outreach and education, which will assist the vendor to improve the quality rates/scores. A POC must include, but may not be limited to, the following:

A. Specific problem(s) which require corrective action;
B. The type(s) of corrective action to be taken for improvement;
C. The goals of the corrective action;
D. The time-table for action;
E. The identified changes in processes, structure, internal/external education;
F. The type of follow-up monitoring, evaluation and improvement; and
G. The vendor staff person(s) responsible for implementing and monitoring the POC.

3.8.3.2 Unless otherwise specified by the DHCFP, the vendor has thirty (30) calendar days from date of notification by the DHCFP to submit a POC, as specified. The vendor's POC will be evaluated by the DHCFP to determine whether it satisfactorily addresses the actions needed to correct the deficiencies. If the vendor's POC is unsatisfactory, the DHCFP will indicate the section(s) requiring revision and/or necessary additions and request a satisfactory plan be submitted by the vendor, unless otherwise specified, within thirty (30) calendar days of receipt of the DHCFP's second directive. If the vendor's second plan is unsatisfactory, the DHCFP may declare a material breach. Within ninety (90) calendar days after the vendor has submitted an acceptable POC or one has been imposed, the DHCFP will initiate a follow-up review, which may include an on-site review.

For the Nevada contract, Delta Dental proposes to implement a variety of targeted outreach and education strategies to help improve quality rates/scores such as the EPSDT participation rate for dental services. Our experience administering other Medicaid and CHIP dental plans has taught us that effective outreach and education begins with a strong foundation of program and stakeholder data. For example, data on recipients' ethnicity and primary languages and geographic location help frame the content and dissemination of dental health education. Similarly, member and provider satisfaction survey results help us identify and respond to access to care issues that contribute to low utilization.

Even as we strive to meet our internal and each contract's goals to improve quality rates/scores through well-executed strategies and ongoing assessment of their efficacy, we recognize the need for a plan of correction (POC) if our performance is deemed unsatisfactory. Our QAPI program includes established procedures for developing, implementing, and evaluating POCs in the event they are needed.

For the Nevada contract, any POC required by the DHCFP will include, but not be limited to:

- ***Identification of the specific problem/s;***
- ***The type/s of corrective action to be taken;***
- ***The corrective action's goals;***
- ***The timetable for action;***
- ***Identified changes in processes, structure, and internal/external education;***
- ***The type of follow-up monitoring, evaluation and improvement and***
- ***The Delta Dental staff person responsible for implementing and monitoring the POC.***

The responsible Delta Dental staff person will be determined based on the problem and its corrective action. For example, a POC that addresses problems with written member materials may be assigned to a manager in our Member Services area – and a POC to increase Delta Dental involvement in community outreach events may be assigned to our case management and outreach manager. Regardless of who has hands-on responsibility for the POC, our quality assurance director will oversee the process and ensure its timely completion.

As noted in RFP 3.8.3.2, we will have 30 calendar days from the date of notification by the DHCFP to submit a POC unless the time frame is otherwise specified. The DHCFP will evaluate the POC and, if changes are needed, require Delta Dental to submit a revised plan within 30 calendar days of receipt of the DHCFP's second directive. Within 90 calendar days after we submit an acceptable POC (or one has been imposed), Delta Dental understands that the DHCFP will initiate a follow-up review that may include an onsite review. In addition, we understand that submission of a revised plan that is deemed unsatisfactory may constitute a material breach.

Administrative Sanctions

3.8.3.3 If the vendor's non-compliance with the provision of covered medically necessary dental benefits and services becomes an impediment to ensuring the health care needs of recipients and/or the ability of providers to adequately attend to those health care needs, the DHCFP shall take an administrative sanction against the vendor. Such a sanction will disallow further enrollment and may also include adjusting auto-assignment formulas used for the recipient enrollment purposes. Such sanctions will continue until vendor compliance with the provision of benefits/services is achieved. Liquidated damages, as outlined in the General Terms of the contract, may also be assessed if other measures fail to produce adequate compliance results from the vendor.

Delta Dental acknowledges the RFP 3.8.3.3 provisions regarding administrative sanctions if our non-compliance with the provision of covered medically necessary dental benefits and services becomes an impediment to meeting recipients' health care needs and/or having providers attend to those needs. In addition, we acknowledge that liquidated damages may be assessed if sanctions fail to produce adequate compliance results. For an additional statement of our acceptance of those RFP provisions, see Proposal Section 3.20, Liquidated Damages and Sanctions.

3.9 STANDARDS FOR INTERNAL QUALITY ASSURANCE PROGRAMS

Federal regulations (42 CFR 438.330) mandate that States must, through its contracts, require each Prepaid Ambulatory Health Plan (PAHP) to have an ongoing quality assessment and performance improvement program for the services it furnishes its recipients. Internal Quality Assurance Programs (IQAPs) consist of systematic activities, undertaken by the vendor, to monitor and evaluate the care delivered to enrolled recipients according to predetermined, objective standards, and effect improvements as needed.

In accordance with the requirements set forth in 42 U.S.C. §300kk, the vendor must develop and maintain the ability to collect and report data on race, ethnicity, sex, primary language, and disability status for applicant's and recipient's parents or legal guardians if applicants or recipients are minors or legally incapacitated individuals.

An annual review of the vendor will be conducted by the DHCFP or its designee. In addition, the DHCFP will monitor and analyze grievances and appeals, provider disputes and will periodically conduct patient and provider satisfaction surveys.

The vendor must have its own evaluation of the impact and effectiveness of its quality assessment and IQAP.

With our comprehensive array of well-defined, well-tested quality assurance and performance improvement (QAPI) activities and decades of experience administering Medicaid and Children's Health Insurance Program (CHIP) dental plans, Delta Dental recognizes the critical role of a QAPI program in the delivery of dental services to recipients. We strive continuously to monitor and evaluate service delivery according to predetermined, objective standards and to make improvements as needed. Our industry-tested quality assurance (QA) processes are sustained through comprehensive monitoring and measurement processes established across all major/critical business functions. And, in addition to participating in quality audits and reviews mandated by contract, we self-evaluate the impact and effectiveness of our QAPI program, including but not limited to Internal Quality Assurance Program (IQAP) activities, at least annually.

Delta Dental's QAPI program is grounded in continuous quality improvement/total quality management (CQI/TQM) principles with clear lines of authority/accountability and well-defined functions, staff roles and responsibilities. Its ongoing objectives, all of which help ensure access to care, are as follows:

- ***To monitor and evaluate the care rendered to recipients by program providers;***
- ***To participate in quality of care reviews and other applicable activities required by customers and regulatory agencies;***
- ***To develop quality indicators that are objective, measurable and based on current standards of care and clinical experience;***
- ***To use clinical care standards or practice guidelines from recognized authorities and based on scientific evidence;***

- ***To identify, document, evaluate and resolve known or suspected systemic problems through the development and implementation of corrective action plans;***
- ***To ensure follow-up to document problem resolution, improvement in care systems and/or need for further improvement;***
- ***To provide feedback, education and grievance resolution assistance to recipients and providers on a continuing basis and in compliance with applicable regulations;***
- ***To review the scope, content and effectiveness of the QAPI program on an annual basis and update the program as needed;***
- ***To provide appropriate mechanisms to maintain confidentiality of recipient and provider information in a manner consistent with applicable state and federal regulations and***
- ***To provide Delta Dental's Board of Directors (Board) with periodic reports on QAPI activities to ensure the Board's continuous oversight and approval of the QAPI program.***

Our QAPI program covers the following aspects of quality for health care services, as defined by the National Committee on Quality Assurance (NCQA):

- ***Accessibility of care – The ability of patients to obtain the care that they need when they need it;***
- ***Appropriateness of care – The degree to which the correct care is provided, given the current standard of the community;***
- ***Continuity of care – The degree to which a patient's care is coordinated among practitioners and over time;***
- ***Effectiveness of care – The degree to which care (e.g., a procedure) is provided in the correct manner given the current standard of the community;***
- ***Efficacy of care – The degree to which a service has the potential to meet the need for which it is used;***
- ***Efficiency of care – The degree to which the care received has the desired effect with a minimum of effort, expense or waste for the patient;***
- ***Patient perspective issues – The degree to which patients are involved in the decision-making processes in matters pertaining to their dental health and the degree to which they are satisfied with their care and***
- ***Safety of the care environment – The degree to which the environment is free from hazard and danger to the patient.***

Data Collection and Reporting

Delta Dental will comply with the requirements set forth in 42 U.S.C. §300kk to develop and maintain the ability to collect/report data on race, ethnicity, sex, primary language and disability status for applicants and recipients' parents or, if applicable, their legal guardians. As discussed in Proposal Section 3.8, Quality Assurance Standards, we are proposing the following technology and processes to collect and report on those data:

- ***MetaVance Administration and Finance (MetaVance) System – MetaVance is a robust, automated application that supports claims/encounters processing, quality activities, utilization review, enrollment and eligibility processing, the generation of customized and standard operational and statistical reports, and other contract functions. Having used MetaVance successfully on multiple commercial and government dental plan contracts, we believe it is an excellent management information system (MIS) choice that will maintain critical Nevada Medicaid and Check Up program information in a controlled, structured manner.***

- ***Enterprise Data Warehouse (EDW) – For the Nevada Dental Benefits Administrator (DBA) contract, all claim and encounter data from MetaVance will be stored in a single, normalized EDW. The EDW functions as a data repository and offers flexible design/execution of multiple types of tracking and utilization reports. EDW data are refreshed with each claim adjudication/payment (including adjusted/voided claims), which helps ensure that the EDW always has the most current claim and encounter data.***
- ***Data Review and Audit Process – Prior to its submission to the DHCFP, all data will be checked by a quality management (QM) senior analyst against previous trend data and then by a senior report analyst for accuracy. That review process is audited for accuracy by our Corporate Internal Audit team, as well as a third-party auditor.***

Delta Dental's understanding is that the monthly Nevada Medicaid/Check Up recipient eligibility files we receive will include recipients' race, ethnicity and primary language. If the monthly files do not include data on sex (gender) and disability status, we will clarify with the DHCFP following contract award their expectations for how we are to collect and report that information as required in 42 U.S.C. §300kk.

We will use the race, ethnicity and primary language data to help us develop performance improvement projects (PIPs) and quality improvement projects specifically designed to reduce or eliminate disparities in dental health care. We will also use the data to generate stratified reports of race and ethnic disparities as recommended by the Centers for Medicare and Medicaid Services (CMS) and compliant with the Health Insurance Portability and Accountability Act (HIPAA).

Oversight by the DHCFP

Delta Dental acknowledges that the DHCFP or its designee will conduct the following activities:

- ***Annual review of our performance;***
- ***Monitoring and analysis of grievances/appeals and provider disputes and***
- ***Periodic patient and provider satisfaction surveys.***

We will cooperate fully with the DHCFP or its designee to help ensure that its oversight responsibilities are completed in a timely, efficient manner.

Annual Quality Improvement Work Plan

To improve and enhance our QAPI program, we develop an annual quality improvement work plan of objectives, projects and tasks for the upcoming year. The work plan not only provides a roadmap of the next year's activities, but it also helps us monitor/track previously identified issues and support ongoing program evaluation. The work plan addresses all applicable program areas including, but not limited to, clinical studies, the adoption and periodic updating of clinical practice guidelines, recipient and provider satisfaction, grievance and appeal processes, credentialing and recredentialing, utilization review processes and health education and outreach activities.

3.9.1 PERFORMANCE IMPROVEMENT PROJECTS (PIP)

3.9.1 The vendor must conduct performance improvement projects that are designed to achieve, through ongoing measurements and intervention, significant improvement, sustained over time that focus on clinical and non-clinical areas that are expected to have a favorable effect on health outcomes and recipient satisfaction and that involve the following:

3.9.1.1 Measurement of performance using objective quality indicators;

3.9.1.2 Implementation of system interventions to achieve improvement in quality;

3.9.1.3 Evaluation of the effectiveness of the interventions; and

3.9.1.4 Planning and initiation of activities for increasing or sustaining improvement.

Delta Dental has conducted performance improvement projects (PIPs) for multiple Medicaid and/or CHIP programs. In some cases, our customers have replaced the measurement of performance improvement goals with PIPs to help improve and evaluate processes and dental care outcomes. In other cases, PIPs may be required components of quality improvement efforts, the outcomes of which are tied to precedent-to-payment provisions. Regardless, we have responded and continue to respond successfully to each contract's unique PIP requirements – and we are confident that we can do so for the Nevada Medicaid/Check Up program contract.

For the Nevada DBA contract, Delta Dental commits to meeting the PIP design requirements listed in RFP 3.9.1. Following contract award, we will work with the DHCFP to identify each PIP's format and content. While we have found that CMS's Medicaid Oral Health Template issued in June 2015 is comprehensive and easy to use, we will be pleased to create a Nevada-specific PIP template or use one created by the DHCFP. We are thoroughly familiar with nationally recognized guidelines for PIPs – such as CMS's July 2015 "Medicaid Oral Health Performance Improvement Projects: A How-To Manual for States" and look forward to contributing our expertise and knowledge of PIP development/execution resources to the Nevada DBA programs.

3.9.2 PIP REPORTING REQUIREMENTS – QAPI PROGRAM

3.9.2 The vendor must report the status and results of each project to the DHCFP as requested, including those that incorporate the requirements of 42 CFR 438.330. Each performance improvement project must be completed in a reasonable time period so as to generally allow information on the success of performance improvement projects to be available to the DHCFP for its annual review of the vendor's quality assessment and improvement program.

Delta Dental is knowledgeable about the requirements in 42 CFR 438.330, QAPI Program and 42 CFR 438, Subpart E, External Quality Review, which we will incorporate into the PIP data submitted to the DHCFP. We commit to the following:

- ***Reporting to the DHCFP on the status and results of each PIP;***
- ***Completing each PIP within a reasonable time frame so that the results are available to the DHCFP for its annual review of our QAPI program;***
- ***Submitting performance improvement measurement data annually using standard measures required by the DHCFP and***
- ***Submitting to the DHCFP any data it specifies/requests to help it measure our performance.***

3.9.3 PIP REPORTING REQUIREMENTS – EXTERNAL QUALITY REVIEW

3.9.3 The Vendor must:

3.9.3.1 Submit performance improvement measurement data annually using standard measures required by the DHCFP, including those that incorporate the requirements of 42 CFR 438. Part E..

3.9.3.2 Submit to the DHCFP data specified by the DHCFP which enables the DHCFP to measure the vendor's performance.

Delta Dental is knowledgeable about the requirements in 42 CFR 438.330, QAPI Program and 42 CFR 438, Subpart E, External Quality Review, which we will incorporate into the PIP data submitted to the DHCFP. We commit to the following:

- ***Reporting to the DHCFP on the status and results of each PIP;***
- ***Completing each PIP within a reasonable time frame so that the results are available to the DHCFP for its annual review of our QAPI program;***
- ***Submitting performance improvement measurement data annually using standard measures required by the DHCFP and***
- ***Submitting to the DHCFP any data it specifies/requests to help it measure our performance.***

3.9.4 Sources for IQAP Guidelines and Quality Measures

3.9.4 The DHCFP will use the most current sources for the IQAP guidelines and the most current Standards and Guidelines for the requested quality measures.

Delta Dental understands that the DHCFP will use the most current sources for the IQAP guidelines and the most current standards/guidelines for the requested quality measures. Following contract award, we welcome the opportunity to contribute our expertise and resources to that critical process. Our approach to staying current with the scientific literature on oral disease prevention, along with public policy and professional association recommendations, is summarized below.

Delta Dental routinely reviews industry-related studies and trends as part of our ongoing responsibility to evaluate the quality and efficacy of services rendered to recipients in all our Medicaid and CHIP dental plans. For example, evidence-based and age-appropriate preventive procedures such as fluoride varnish and dental sealants reflect both current standards of care and American Academy of Pediatric Dentistry recommendations regarding the periodicity of professional dental services.

A representative list of the resources we access regularly, which range from policy studies issued by think tanks to research findings published in professional journals, is presented below in Exhibit 3.9-1, Literature Resources. For this contract, we will update our resources list to include State of Nevada Medicaid websites and links to publications that document the results of dental programs' outreach efforts in Nevada.

EXHIBIT 3.9-1, LITERATURE RESOURCES

Resource	Entity
Public/Private Partnerships and Health Care-Focused Organizations	◆ Henry J. Kaiser Family Foundation ◆ National Maternal & Child Oral Health Resource Center
Professional Associations	◆ American Academy of Dental Hygiene ◆ American Academy of Pediatric Dentistry ◆ American Association of Public Health Dentistry ◆ American Dental Association ◆ Association of State and Territorial Dental Directors
Professional Journals	◆ Journal of Public Health Dentistry ◆ Journal of the American Dental Association ◆ Journal of the California Dental Association
Research Institutes/ Think Tanks	◆ Institute for Healthcare Improvement ◆ Institute for Oral Health

Government Entities	◆ Centers for Disease Control and Prevention
	◆ Centers for Medicare & Medicaid Services
	◆ Health Resources and Services Administration
	  ◆ Data Warehouse-Health Professional Shortage Areas
	◆ Indian Health Services
	◆ Medicaid
	◆ U.S. Department of Health and Human Services
	  ◆ Head Start

Collectively, our ongoing review of resources and involvement in oral health policy activities gives us the expertise to make recommendations to our customers when we believe that modifications should be made in preventive procedures. It also ensures our ongoing research, documentation and evaluation of new service delivery methods – for example, tele-dentistry – that might be appropriate for one or more of the Medicaid/CHIP dental plans we administer.

3.9.5 DELTA DENTAL'S HEALTH INFORMATION SYSTEM

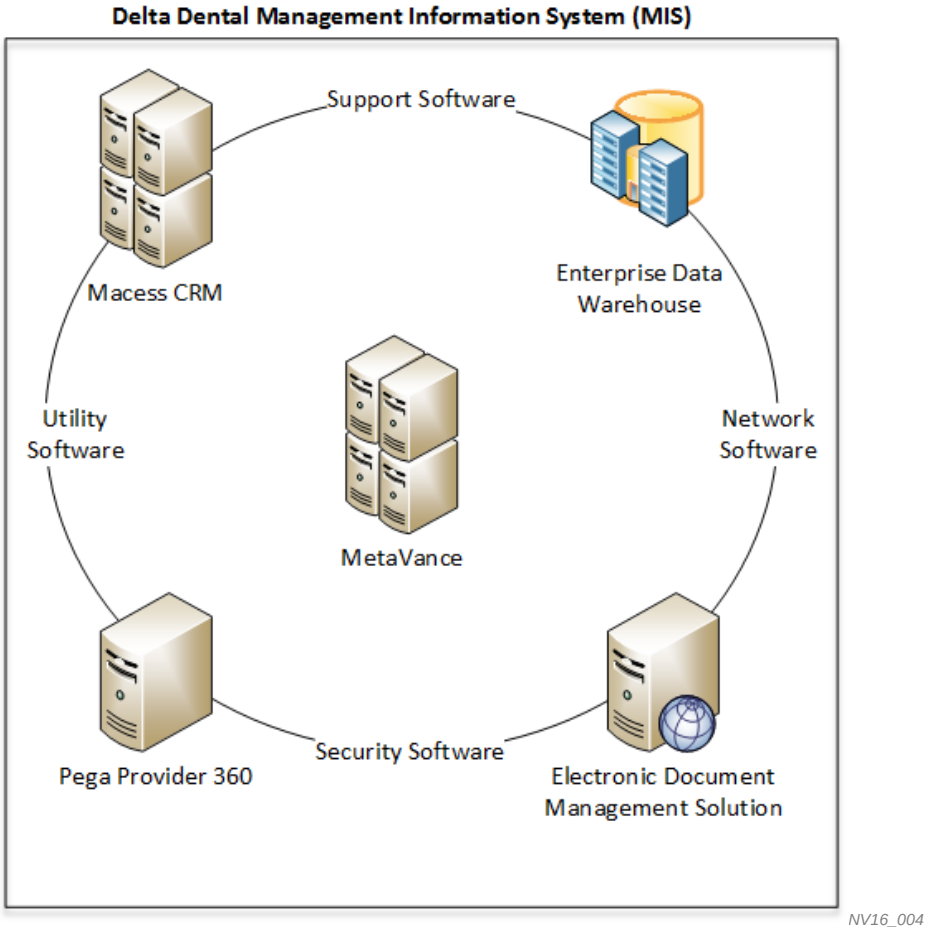
3.9.5 The vendor is required to maintain a health information system that collects, analyzes, integrates, and reports data in accordance with 42 CFR 438.242 and can achieve the objectives of the ongoing IQAP. The systems must provide information on areas including, but not limited to, utilization, grievances and appeals, and disenrollment for other than the loss of program eligibility. The basic elements of a health information system with which a vendor must comply include the following:

Delta Dental's proposed health information system for the Nevada DBA contract is an integrated MIS with a robust dental payor application, electronic document management

solution (EDMS), provider management system, customer relationship management (CRM) and workflow application, and a data warehouse with business intelligence application in conjunction with various network, security, utility and support software. Our information technology systems, solutions and tools have been carefully selected to work together cohesively and to be scalable to each contract's specific requirements. Based on our experience using this MIS, we are confident of its capability to comply with the requirements in 42 CFR 438.242 and achieve the objectives of the DHCFP's ongoing IQAP.

Our proposed MIS is depicted conceptually in Exhibit 3.9-2, Delta Dental Management Information System. Details about the MIS are presented in Proposal Section 3.13, Management Information System.

EXHIBIT 3.9-2, DELTA DENTAL MANAGEMENT INFORMATION SYSTEM



Data Collection

3.9.5.1 Collect data on recipient and provider characteristics as specified by the DHCFP, and on services furnished to the recipients through an encounter data system or other methods as may be specified by the DHCFP;

For the Nevada DBA contract, the MIS will collect, analyze, integrate and report on data including, but not limited to:

- ***Utilization;***
- ***Grievances and appeals;***
- ***Disenrollment (for other than loss of program eligibility);***
- ***Recipient and provider characteristics as specified by the DHCFP;***
- ***Services furnished to recipients and***
- ***Service information received from providers in standardized formats.***

Data Verification

3.9.5.2 Verify the data received from providers is accurate, and timely, and screen the data for completeness, logic and consistency in accordance with 42 CFR 438.242(b) (2);

Delta Dental has well-established processes to verify that the data we receive from providers is accurate and timely – and that they meet the 42 CFR 438.242(b)(2)(iii) requirement for "screening the data for completeness, logic, and consistency." As discussed in Proposal Section 3.13, accurate and correct submission of data is accomplished through a combination of Delta Dental's strong data security practices and regular testing and validation. For encounter reporting, validation includes successful transmissions to a designated secured location as well as confirmation and accuracy of encounter data contained within the 837 record.

We also use an optical character recognition (OCR) system called FormWorks to help ensure that the data we receive from providers is accurate. FormWorks allows for many of the rules to be automated. In the case of illegible print or incomplete data, a FormWorks keyer may be used to perform a recipient look-up process and verify the information. The overall process ensures that all claims are clean, complete, and accurate before being submitted to our core claims processing system, MetaVance.

Timely Receipt of Data from Providers

As noted in RFP 3.11.4.4, in-state Nevada Medicaid and Check Up providers will have 180 days from the last date of service to submit claims for reimbursement, and out-of-state providers will have 365 days (unless a shorter time period is negotiated). We can configure our MIS to suspend or deny claims that exceed those time frames and, as needed, run reports to identify providers with a pattern of non-compliance.

Historically, the occurrence of late claim submissions is low because we emphasize timely claims submission as part of the training each provider receives when approved

for network participation. If we identify a provider who needs coaching in this area, one of our Provider Network staff will contact him or her to offer assistance and will follow up as needed. If appropriate, that provider's claim activity may also be flagged for review by our Auditing staff.

Standardized Formats

3.9.5.3 Must collect service information received from providers in standardized formats.

Regardless of the mode of receipt, all service information records are stored in MetaVance in HIPAA-compliant 837 format and imaged for processing and archival purposes.

Reporting

3.9.5.4 Make all collected data available as outlined in the reporting guide, attachments or as requested to the DHCFP and upon request to CMS as required; and

Data reports will be available to the DHCFP and CMS in compliance with RFP requirements or as requested by the DHCFP.

Designated Delta Dental Lead

3.9.5.5 Designate a lead person to collaborate with the DHCFP on the review and submission of encounter data to the DHCFP.

Delta Dental's Nevada Operations Manager will be the designated lead person to collaborate with the DHCFP on the review and submission of encounter data.

3.9.6 Written IQAP Description

3.9.6 Written IQAP Description

The vendor must have a written description of its IQAP. This written description must meet the following criteria:

Delta Dental has implemented complex QAPI programs that have successfully met contract requirements equal to or more stringent than those required for the Nevada DBA program. Consequently, we can access a wealth of documents – and, in particular, the quality plans we have created for other contracts – to develop a written IQAP plan that meets the requirements of RFP 3.9.6. We have drafted an outline for our Nevada DBA program IQAP that incorporates the criteria described in RFP requirement 3.9.6.

Delta Dental's IQAP plan and supporting policies/procedures include functions and activities for maintaining an environment of continuous quality assurance and improvement. The IQAP plan provides comprehensive documentation of the processes for routinely and systematically monitoring access, availability and utilization of dental services, recipient satisfaction, provider network adequacy and other aspects of operations that have an impact on the quality of dental care. Our internal IQAP plan has clear lines of authority and accountability and well-defined functions and staff roles/responsibilities.

Exhibit 3.9-3, Draft Table of Contents for Delta Dental's Nevada DBA IQAP, presents the proposed table of contents (outline) for our written IQAP plan. This attachment, which identifies the plan's proposed content based on plans we have developed for other Medicaid programs and Nevada's RFP requirements, illustrates that we clearly understand the necessary components of a IQAP plan.

EXHIBIT 3.9-3, DRAFT TABLE OF CONTENTS FOR DELTA DENTAL'S NEVADA MEDICAID/CHECK UP DENTAL PROGRAM IQAP PLAN

Draft Table of Contents	Draft Table of Contents
1. Introduction 1.1. Quality Goals and Objectives 1.2. Scope of Program 2. Program Administration 2.1. Board of Directors 2.2. Group Vice President 2.3. Chief Dental Officer 3. Committees 3.1. Quality Assurance Committee 3.2. Quality Review Committee 3.3. Credentialing Committee 4. Staffing 4.1. Dental Director 4.2. Network Development Director 4.3. Quality Assurance Director 4.4. Quality Assurance Director 4.5. Grievance and Appeals Manager 4.6. PIU Supervisor 4.7. Supervising Dental Consultant 4.8. Case Management and Outreach Manager 4.9. GAF Coordinator 5. Confidentiality and Conflict of Interest 5.1. Requirements for Committee Members 5.2. Requirements for Delta Dental Staff 6. Program Components 6.1. Policy and Procedure Development 6.2. Annual Work Plan Development and Implementation 6.3. Annual Work Plan Evaluation and Report 6.3.1. Scope of Reviews	6.5. Studies 6.5.1. Types of Studies 6.5.1.1. Quality of Care Studies 6.5.1.2. Performance Improvement Projects 6.5.1.3. Special Studies 6.5.2. Other Methodologies 6.5.3. Identification and Qualifications of Staff 6.5.4. Use of External Resources/Organizations 6.5.5. Reports of Study Outcomes 6.6. Measurement Monitoring and Reporting 6.6.1. Provider Review 6.6.2. Reporting Results 6.7. Provider Network Monitoring 6.7.1. Provider Manual 6.7.2. Contracting Dentist Agreement 6.7.3. Initial Credentialing 6.7.4. Recredentialing 6.7.5. Provider Monitoring 6.7.6. Provider Disputes and Appeals 6.7.7. Provider Termination 7. Recipient Services 7.1. Access and Availability to Providers 7.2. Coordination and Continuity of Care 7.3. Satisfaction Surveys (Recipient and Provider) 7.4. Grievances and Appeals 7.5. Outreach and Education 8. Utilization Management Program

Draft Table of Contents	Draft Table of Contents
6.3.2.Internal Audits 6.3.3.External Reviews/Audits 6.4. Identification of Quality Issues/Trends	8.1. UM Governing Principles 8.2. UM Goals and Objectives 8.3. UM Review Processes 8.3.1.Prior Authorizations 8.3.2.Medical Necessity Reviews 8.4. UM Monitoring 8.4.1.Provider Profiling 8.4.2.Process of Care Audits 8.4.3.Reporting 8.5. Corrective Actions 9. Coordination with Program Integrity

Goals and Objectives

3.9.6.1 Goals and Objectives.

3.9.6.2 The written description must contain a detailed set of quality assurance (QA) objectives, which are developed annually and include a timetable for implementation and accomplishment.

Goals and Objectives will be described in Section 1.1, Quality Goals and Objectives, of the IQAP plan and will include a detailed set of QA objectives, including the timetable for implementation and accomplishment. The goals and objectives are updated annually.

Scope

3.9.6.3 Scope

A. The scope of the IQAP must be comprehensive, addressing both the quality of clinical care and the quality of non-clinical aspects of service. Scope must also include availability, accessibility, coordination, and continuity of care.

B. The IQAP methodology must provide for review of the entire range of care provided by the vendor, including services provided to CSHCN, by assuring that all demographic groups, care settings and types of services (e.g., preventive, primary, specialty care, and ancillary) are included in the scope of the review.

Scope will be described in Section 1.2, Scope of Program, of the IQAP plan and will include:

- ***Quality of clinical care;***
- ***Quality of non-clinical aspects of service;***
- ***Availability, accessibility, coordination and continuity of care and***
- ***Range of care (services, demographic groups, care settings, types of services) to be reviewed.***

Methodology and Activities

3.9.6.4 Specific Activities

The written description must specify quality of care studies and other activities to be undertaken over a prescribed period of time, and methodologies and organizational arrangements to be used to accomplish them. Individuals responsible for the studies and other activities must be clearly identified and qualified to develop the studies and analyze outcomes.

3.9.6.5 Continuous Activity

The written description must provide for continuous performance of the activities, including tracking of issues over time.

3.9.6.6 Provider Review

A. Review by dentists and other health professionals of the process followed in the provision of dental services must be conducted; and

B. The vendor must provide feedback to dental professionals and vendor staff regarding performance and patient health care outcomes.

3.9.6.7 Focus on Health Outcomes

The IQAP methodology must address health outcomes to the extent consistent with existing technology.

The activities and methodology will be described in Section 6, Program Components; Section 7, Recipient Services; Section 8, Utilization Management Program, and Section 9, Coordination with Program Integrity, of the IQAP plan. Embedded in the activities and methodology is a focus on health outcomes.

3.9.7 Systematic Process of Quality Assessment and Improvement

3.9.7 Systematic Process of Quality Assessment and Improvement

The IQAP must objectively and systematically monitor and evaluate the quality and appropriateness of care and service provided to recipients through quality of care studies and related activities, and pursues opportunities for improvement on an ongoing basis. The IQAP must have written guidelines for its Performance Improvement Projects (PIPs) and related activities. These guidelines include:

Delta Dental's IQAP plan documents our approach to quality assurance, reflects continuous quality improvement and total quality management principles and includes

applicable NCQA standards for the quality of health care services. The written plan includes written guidelines for Performance Improvement Projects (PIP) and related activities. The written plan also includes information on the structure of the IQAP, recipient rights and confidentiality, recipient and provider satisfaction, grievances and appeals, credentialing and re-credentialing, provider audits, utilization data management, access to care, preauthorization requests, claims processing, and quality improvement and UM work plans. In compliance with applicable regulations, our ongoing quality assurance objectives include, but are not limited to:

- ***Monitoring and evaluating the care rendered to recipients;***
- ***Applying industry-recognized clinical care standards and practice guidelines;***
- ***Participating in quality of care reviews and other applicable activities of regulatory agencies;***
- ***Developing quality indicators that are objective, measurable and based on current standards of care and clinical experience;***
- ***Identifying, documenting, evaluating and resolving known or suspected systemic problems through the development and implementation of corrective action plans;***
- ***Providing feedback, education and grievance resolution assistance to recipients and providers on a continuing basis and in compliance with applicable regulations;***
- ***Reviewing the scope, content and effectiveness of our IQAP on an annual basis and updating it as needed;***

Delta Dental evaluates clinical and non-clinical aspects of quality assessment and performance improvement by monitoring and evaluating performance using objective quality indicators. In addition, we keep current with the research and standards developed by other entities such as NCQA and the American Dental Association to ensure that measures reflect best practices of dental health care. We create reports using Business Objects software, which includes a comprehensive set of standard and custom reports. We ensure that all aspects of monitoring and evaluation meet applicable state and federal privacy and confidentiality laws. Reports of such activities are delivered to the QA Committee.

Performance Improvement Projects (PIPs)

3.9.7.1 Specification of Dental Services Delivery Areas to be monitored;

3.9.7.2 The IQAP must monitor and evaluate, at a minimum, care and services in certain priority areas of concern selected by the DHCFP. These are selected from among those identified by the CMS and the DHCFP and are identified through the DHCFP Quality Assessment and Performance Improvement Strategy;

The written guidelines for PIPs will specify the dental services delivery areas to be monitored. The DHCFP will select care and services in certain priority areas of concern – at a minimum, the IQAP will monitor and evaluate those areas.

3.9.7.3 Performance Improvement Projects (PIPs) in accordance with 42 CFR 438.358(b):

A. Validation of Performance Improvement Projects required by the State to comply with requirements set forth in 42 CFR 438.330; and

B. Projects that was under way during the preceding twelve (12) calendar months.

3.9.7.4 Quality of care studies are an integral and critical component of the health care quality improvement system. The vendor will be required annually to conduct and report on a minimum of one clinical PIP and one non-clinical PIP. Clinical PIPs include projects focusing on prevention and care of acute and chronic conditions, high-volume services, high-risk services, and continuity and coordination of care; non-clinical PIPs include projects focusing on availability, accessibility, and cultural competency of services, interpersonal aspects of care, and appeals, grievances, and other complaints;

3.9.7.5 The purpose of a PIP is to assess and improve processes, thus enhancing the outcomes of care. The PIPs are designed to target and improve the quality of care or services received by DBA enrolled recipients. The vendor will utilize, as a resource, the Centers for Medicare & Medicaid Services (CMS) guidelines as outlined in the most recent version of the CMS publication EQR Protocols;

3.9.7.6 The vendor must implement a system to achieve improvement in quality; evaluate effectiveness of the interventions; and institute planning and initiation of activities for increasing or sustaining improvement;

3.9.7.7 The vendor must have its own evaluation of the impact and effectiveness of its quality assessment and IQAP;

3.9.7.8 At its discretion and/or as required or directed by the DHCFP, the vendor's IQAP must also monitor and evaluate other important aspects of care and service; and

3.9.7.9 A statistically significant decline in one PIP will result in a quality penalty fee until the measure increases above original measure or matches previous measure prior to decline.

Delta Dental understands that PIPs are designed to achieve significant improvement – sustained over time – in health outcomes and recipient satisfaction. PIPs must include the following elements:

- ***Measurement of performance using objective quality indicators;***
- ***Interventions to achieve improvement in the access to and quality of care;***
- ***Evaluation of the effectiveness of the interventions and***
- ***Planning and initiation of activities for increasing or sustaining improvement.***

Delta Dental must report the status and results of each project to the DHCFP not less often than annually. Further, the DHCFP or its EQRO will validate PIPs underway and performance measures calculated during the preceding 12 months.

Delta Dental has conducted PIPs for multiple Medicaid and/or CHIP programs. In some cases, our customers have replaced the measurement of performance improvement goals with PIPs to help improve and evaluate processes and dental care outcomes. In other cases, PIPs may be required components of quality improvement efforts, the outcomes of which are tied to precedent-to-payment provisions. Regardless, we have responded and continue to respond successfully to each contract's unique PIP requirements – and we are confident that we can do so for the Nevada Medicaid/Check Up program contract.

Exhibit 3.9-4, PIP Examples, presents four examples of the types of PIPs we have developed and/or executed for other programs.

EXHIBIT 3.9-4, PIP EXAMPLES

Specific Goal	PIP
Improve oral health education within certain low-income, underserved elementary schools, targeting 30 to 40 schools within a specific geographic area and introducing a new school onsite dental education program.	Implement an educational program that teaches preschoolers (no younger than age 4) through children in Grade 2 about good oral health, dental treatment, and how dental germs can lead to tooth decay and oral health problems.
Improve access to care in designated rural counties with recipient populations that are primarily Hispanic.	Include educational brochures in member welcome packets in both English and Spanish to educate recipients about the importance of oral evaluations and regular dental visits.
Increase the number of dentists who have provided at least one service in the calendar year.	Expand provider enrollment outreach efforts to include online-fillable forms, online "Enrollment Toolkit" information, and

Specific Goal	PIP
	expanded hours for one-on-one enrollment assistance by phone and in person.
Improve access to specialty care with a focus on oral surgeons and pedodontists within specific geographic areas.	Improve access through a 10%-increased network size for the pediatric, oral surgery, endodontic and periodontal specialty care areas.

Delta Dental also conducts quality of care studies to evaluate clinical outcomes and the efficacy of dental service delivery to recipients. A quality of care study may be initiated by one or more of the following; grievances, case-specific reviews, provider practice peer reviews, on-site audits and baseline studies of quality. We may also conduct studies in response to new research, a recurring concern from professional staff or an opportunity to improve quality of care while decreasing costs. We believe that a proactive approach to quality of care benefits everyone – employees, customers, recipients and providers – and that quality of care studies play an important role in improving the delivery of services. Exhibit 3.9–5, Quality of Care Study Examples lists some of the quality of care studies conducted by Delta Dental.

EXHIBIT 3.9-5, QUALITY OF CARE STUDY EXAMPLES

Study	Description
Diabetes and Periodontal Disease Outreach Study	Study: Identify those enrolled diabetic members who are at highest risk for future dental disease and potential complications of their systemic medical condition, based on their historical claim record. Significance: Wellness outreach (correspondence) is based on the individual's level of risk as reflected in the member's claim record.
Oral Health Care Measures (OHCM) – Benchmarks for Preventive Dental Treatment Improvement	Study: Identify children at greatest risk of caries and whether or not they are receiving the prescribed preventive treatment, based on dental claim record. Significance: Results of group-specific OHCM can be compared to state and national benchmark OHCM to identify populations requiring preventive treatment outreach.
Early Childhood Exams and Their Impact on Disease Treatment and Costs of Care	Study: The effect of receiving an initial dental exam within the first five years of life is assessed relative to subsequent dental treatment and costs based on claim history of individuals born in 2006. Significance: The incidence and costs of dental treatment trends support the hypothesis that early childhood exams are associated with less subsequent dental disease and dental program costs.

For each PIP or quality of care study, we evaluate the impact and effectiveness of the intervention or plan and make adjustments to achieve quality improvement goals.

Delta Dental acknowledges and agrees that a statistically significant decline in one PIP will result in a quality penalty fee until the measure increases above original measure or matches previous measure prior to decline.

3.9.8 USE OF QUALITY INDICATORS

3.9.8 Use of Quality Indicators

Quality indicators are measurable variables relating to a specified clinical or health services delivery area, which are reviewed over a period of time to monitor the process or outcomes of care delivered in that area.

3.9.8.1 The vendor is required to:

A. Identify and use quality indicators that are objective, measurable, and based on current knowledge and clinical experience;

B. Monitor and evaluate quality of care through studies which include, but are not limited to, the quality indicators also specified by the CMS, with respect to the priority areas selected by the DHCFP;

C. Ensure methods and frequency of data collection; ensure data accuracy; and ensure data is effective and sufficient to detect the need for program change; and

D. Have mechanisms to detect under and over utilization and to follow up appropriately. If fraud and abuse is suspected, a referral must be made to the vendor's PIU and the DHCFP SUR Unit for appropriate action.

Delta Dental recognizes that opportunities for improving quality are limitless. Our IQAP is based on continuous quality improvement/total quality management principles that espouse the use of quality indicators or measures. Throughout the contract period, Delta Dental will look for opportunities for quality improvement and implement timely corrective actions on an ongoing basis.

Use and Analysis of Clinical Care Standards/Practice Guidelines

3.9.8.2 Use of Clinical Care Standards/Practice Guidelines

A. The IQAP studies and other activities monitor quality of care against clinical care or health service delivery standards or practice guidelines specified in the Quality Strategy;

B. The standards/guidelines are based on reasonable scientific evidence and developed or reviewed by vendor providers;

C. The standards/guidelines must focus on the process and outcomes of dental care delivery, as well as access to care;

D. The vendor must ensure a mechanism is in place for continuously updating the standards/guidelines;

E. The standards/guidelines must be included in provider manuals developed for use by the vendor's providers, or otherwise disseminated, including but not limited to, on the provider website, in writing to all affected providers as they are adopted and to all recipients and potential recipients upon request;

F. The standard/guidelines must address preventive dental services;

G. The standards/guidelines must be developed for the full spectrum of populations enrolled in the plan; and

H. The IQAP shall use these standards/guidelines to evaluate the quality of care provided by the vendor's providers, whether the providers are organized in groups, as individuals, or in combinations thereof.

3.9.8.3 Analysis of Clinical Care and Related Services

A. Qualified clinicians monitor and evaluate quality through the review of individual cases where there are questions about care, and through studies analyzing patterns of clinical care and related service. For issues identified in the IQAPs targeted clinical areas, the analysis must include the identified quality indicators and use clinical care standards or practice guidelines;

B. Multi-disciplinary teams are required, when appropriate, to analyze and address systems issues. The Vendor must have mechanisms in effect to assess quality and appropriateness of care furnished to recipients with special health care needs;

C. Clinical and related service areas requiring improvement are identified;

D. The vendor will work collaboratively with the DHCFP to determine recipient race and ethnicity. The vendor will organize interventions specifically designed to reduce or eliminate disparities in health care; and

E. The vendor shall allow the DHCFP access to clinical studies, when available and appropriate.

Delta Dental's Internal Quality Assurance Program (IQAP) addresses all applicable program areas including the adoption and periodic updating of clinical practice guidelines and protocols. Our practice guidelines and protocols are based on valid and reliable clinical evidence or a consensus of healthcare professionals in the field of dentistry and are adopted in consultation with contracting dental professionals.

Delta Dental's clinical practice guidelines reflect the following:

- ***Guidelines set by our Utilization Committee and dental director, with input from network dental providers;***
- ***Applicable state and federal regulatory requirements and contract requirements and***
- ***National guidelines, best practices and standards identified by professional organizations and specialty groups such as the American Dental Association, American Academy of Pediatric Dentistry, NCQA, American Association of Endodontists, American Academy of Periodontology and American Association of Oral and Maxillofacial Surgeons.***

Delta Dental recognizes that the guidelines set by professional organizations and specialty groups are not intended to be comprehensive instructions for treatment. We use the information obtained from those entities to help us assess treatment options and techniques that reflect current, generally accepted standards of care. The rigorous methodology used by those entities to develop and update their guidelines ensures the DHCFP that Delta Dental's recommendations for dental clinical practice – as distributed to network providers in the Nevada DBA program – are based on sound clinical evidence.

Our general process for adopting a clinical practice guideline includes the following steps:

- ***Researching professional organization websites for an applicable clinical practice guideline;***
- ***Sending the proposed clinical practice guideline to network providers to obtain feedback within a specified time frame;***
- ***Contacting providers as needed to ensure an adequate response rate;***
- ***Compiling provider feedback and submitting it to the Quality Assurance Committee (along with copies of the clinical practice guideline) for approval;***
- ***Submitting the adopted guideline to the DHCFP for approval;***
- ***Following approval from the Quality Assurance Committee and the DHCFP, distributing the final guideline to providers through mailings, provider newsletters and/or provider manual;***
- ***Providing training on application of the clinical practice guideline, as needed and***
- ***Soliciting provider feedback and/or monitoring utilization to determine if the guideline is being applied.***

Delta Dental will establish a Nevada Medicaid Dental Advisory Group to actively partner with community providers, the DHCFP and other stakeholders on dental program improvements. The advisory group will be comprised of dental professionals from the Clark and Washoe county service areas, the DHCFP, appropriate stakeholders and Delta Dental staff. The advisory group will provide a forum for providers and other stakeholder to voice concerns regarding program policies and procedures, delivery of care challenges and other topics germane to the Nevada DBA program. The Practice Guidelines committee within the advisory group will elicit network provider input prior to

adopting clinical practice guidelines and protocols. Eliciting provider input prior to adopting clinical practice guidelines assists with identifying training needs and increases the likelihood of provider compliance.

Delta Dental will disseminate our practice guidelines to all affected providers prior to the contract start date. Upon request, we will also disseminate practice guidelines, including prior authorization policies and procedures, to recipients and potential recipients. This information is typically included in the Provider Handbook, is available through our website and is part of a Delta Dental provider quick reference guide, as well as upon request through our call center.

Implementation of Corrective Actions

3.9.8.4 Implementation of Corrective Actions

The IQAP must include written procedures for taking corrective action, as determined under the IQAP, whenever inappropriate or substandard services are furnished, or services that should have been furnished were not.

3.9.8.5 These written corrective action procedures must include:

A. Specification of the types of problems requiring corrective action;

B. Specification of the person(s) or body responsible for making the final determinations regarding quality problems;

C. Specific actions to be taken; provision of feedback to appropriate health professionals, providers and staff;

D. The schedule and accountability for implementing corrective actions;

E. The approach to modifying the corrective action if improvements do not occur; and

F. Procedures for terminating the affiliation with the dental provider.

Delta Dental's PIU will monitor the delivery and utilization of covered services by Nevada DBA program recipients and providers. Monitoring includes the use of itemized data for overall management and the use of statistics to establish norms and averages so that unusual practices and potential abuse can be detected. The PIU will analyze and evaluate the delivery and utilization of services on a case-basis to guard against fraudulent or abusive use of services by either provider or recipient of the Nevada DBA program and to identify those providers who deliver services below the community standard of care.

An appropriate definition of corrective action is especially important when deficiencies in patient care are discovered through professional review. Delta Dental's corrective action plan policy is as follows:

- ***Our first priority is the protection of the patient. We are proactive in ensuring that the recipient's oral health care needs are met in a safe and professionally acceptable fashion.***
- ***If negative patient care issues arise, we work with the provider to improve performance where indicated.***
- ***Termination of a network dentist's participating agreement is a last resort. This action is taken only when it is clearly necessary to protect recipients from substandard care or unsafe facility conditions.***
- ***If a corrective action plan is indicated, we notify the provider of deficiencies that have been observed and advise the provider about the measures required to correct the deficiencies.***

If we are alerted by a grievance or by other legitimate avenues to a potentially significant condition pertaining to the facility's health and safety standards, we contact the dentist to assess the allegation and request the dentist to implement corrective actions. If indicated, an on-site assessment of the provider's facility is conducted. The review is conducted by a Delta Dental representative qualified by training and experience to assess that sterilization and cleanliness meet professionally recognized standards.

Based on the nature of the deficiencies and the dentist's written response, the corrective action plan may include other peer review processes, such as:

- ***Post-treatment reviews of a sample of the provider's claims by a Delta Dental dental consultant;***
- ***Pre-or post- treatment reviews of the provider's dental records and***
- ***Requiring that the provider attend a training session and participate in continuing education programs to ensure that the provider is able to meet and maintain professional standards.***

The QA Committee chair reviews all aspects of the provider's records and, if appropriate, makes a recommendation to the QA Committee. If there is a widespread pattern of deficiencies that represents unacceptable care with potential adverse effects on the oral health and safety of recipients, the provider may be recommended for contract and participation termination.

The following corrective measures are available to the QA Committee. A certain amount of professional judgment is involved with regard to the nature and severity of each individual case. Below each measure are the criteria/guideline used to initiate the action.

- ***Clinical Peer Review – This type of review can occur when a pattern of separate incidents involving poor treatment outcomes becomes evident.***
- ***Special Claims Review – This type of review can occur in conjunction with patient quality of care concerns, utilization issues and administrative contractual compliance issues.***
- ***Referral to Network Oversight and Compliance – These types of referrals are for incidents related to treatment billed but not rendered, recipients billed above contractual limitations and incidents related to failure to submit records and documents requested by Delta Dental.***
- ***On-Site Assessment – An on-site assessment can occur as a result of a serious complaint of a situation that would affect the immediate health and safety of a recipient.***
- ***Termination of the Participating Dentist Agreement – This action may occur following:***
  - ***Revocation of the provider's dental license;***

- ***Conviction of a crime involving moral turpitude;***
- ***Provider's behavior unchanged after QA Committee sanctions and corrective actions attempts;***
- ***Verified pattern of poor quality of care that does not meet accepted professional standards;***
- ***Pattern of unacceptable care remains uncorrected after attempts by the QA Committee to notify the provider of the issues and/or***
- ***An incident so egregious that it is deemed necessary to immediately terminate the dentist's contract.***

Delta Dental's IQAP plan will include written procedures for taking corrective action when inappropriate or substandard services were furnished, or service that should have been furnished were not. The written procedures will conform to the requirements contained in RFP Section 3.9.8.5.

Assessment of Effectiveness of Plans of Correction (POC)

3.9.8.6 Assessment of Effectiveness of Plans of Correction (POC)

A. As actions are taken to improve care, the vendor must monitor and evaluate the POC to assure required changes have been made. In addition, changes in practice patterns must be monitored.

B. The vendor must assure timely follow-up on identified issues to ensure actions for improvement have been effective.

After being reassessed for corrective measure compliance, a provider is referred back to the QA Committee for additional action if he or she is:

- ***Found to have continued violations of the contract and participating agreement;***
- ***Found to be non-compliant with the recommendations of the QA Committee and***
- ***Continuing to provide dental care that does not meet recognized professionally accepted standards.***

The scheduling and severity of these additional actions is dependent on the nature and impact of the deficiencies.

Evaluation of Continuity and Effectiveness of the IQAP

3.9.8.7 Evaluation of Continuity and Effectiveness of the IQAP

A. The vendor must conduct regular and periodic examination of the scope and content of the IQAP to ensure that it covers all types of services in all settings;

B. At the end of each calendar year, a written report on the IQAP must be prepared and submitted to the DHCFP which addresses: quality assurance studies and other activities completed; trending of clinical and service indicators and other performance data; demonstrated improvements in quality; areas of deficiency and recommendations for corrective action; and an evaluation of the overall effectiveness of the IQAP; and

C. The report should include evidence that quality assurance activities have contributed to significant improvements in the care delivered to recipients.

Delta Dental understands the DHCFP's need for timely and accurate data collection, management and reporting. We monitor and control all aspects of the IQAP to ensure that the highest levels of quality and integrity are maintained. The efficiency with which Delta Dental manages the data collected from all sources contributes to the ongoing success of our many and varied dental programs.

Delta Dental will conduct regular and periodic review of the scope and content of the IQAP to ensure that it covers all types of services in all settings.

Annually, at the end of the calendar year, Delta Dental will prepare a written report on the effectiveness of the IQAP. The report addresses the following aspects of the plan:

- ***QA studies and other activities completed;***
- ***Trending of clinical and service indicators and other performance data;***
- ***Demonstrated improvements in quality;***
- ***Areas of deficiency and recommendations for corrective action;***
- ***An evaluation of the overall effectiveness of the IQAP and***
- ***Evidence that QA activities have contributed to the significant improvements in the care delivered to recipients.***

The report will be presented to Delta Dental's Board of Directors, and will be submitted to the DHCFP in the second quarter of calendar year for the prior years' activities.

3.9.9 ACCOUNTABILITY TO THE BOARD OF DIRECTORS

Accountability and Oversight

3.9.9 Accountability to the Governing Body

The Governing Body of the vendor is the Board of Directors or, where the Board's participation with quality improvement issues is not direct, a designated committee of the senior management of the vendor that is responsible for the vendor IQAP review. Responsibilities of the Governing Body for monitoring, evaluating and making improvements to care include:

3.9.9.1 Oversight of IQAP

There is documentation that the Governing Body has approved the overall IQAP and the annual IQAP.

3.9.9.2 Oversight Entity

The Governing Body has formally designated an entity or entities within the vendor to provide oversight of the IQAP and is accountable to the Governing Body, or has formally decided to provide such oversight as a committee of the whole.

Delta Dental's Board of Directors (Board) bears ultimate responsibility for the development, approval, implementation and enforcement of our IQAP. Delta Dental documents that the Board of Directors has approved the IQAP, either through a signature page and/or Board meeting minutes.

Under the Board's direction, the IQAP is overseen by our QA Committee, with the support of the dental director. The Utilization and Credentialing committees provide input and report to the QA Committee.

Delta Dental's dental director, who will be located in and licensed as a dentist in the State of Nevada, will be responsible for the day-to-day oversight of the IQAP. The dental director's responsibilities include, but are not limited to:

- ***Ensuring that IQAP processes and policies are implemented and supported on a daily basis;***
- ***Providing daily oversight over utilization management (UM) processes;***
- ***Reporting IQAP and UM activities to the QA Committee;***
- ***Serving, or designating another committee member (i.e., a licensed dentist) to serve as the chair of the QA Committee, Utilization Committee and Credentialing Committee;***
- ***Conducting investigations and implementing the recommendations of oversight committees and***
- ***Coordinating with Delta Dental's Legal department to ensure compliance with applicable regulations and filing requirements if we act to terminate or limit a provider's privileges for an extended period of time for a medical/dental disciplinary cause or reason.***

IQAP Progress Reports

3.9.9.3 IQAP Progress Reports

The Governing Body routinely receives written reports from the IQAP describing actions taken, progress in meeting quality assurance objectives, and improvements made.

The dental director prepares periodic written reports describing IQAP and QM activities, including actions taken, progress toward meeting QA objectives and improvements made. These written reports are routinely presented to the Board.

Annual IQAP Review

3.9.9.4 Annual IQAP Review

3.9.9.5 The Governing Body formally reviews on a periodic basis, but no less frequently than annually, a written report on the IQAP. This annual quality program evaluation report shall be submitted to the DHCFP in the second calendar quarter and at minimum must include:

A. Studies undertaken;

B. Results;

C. Subsequent actions and aggregate data on utilization and quality of services rendered; and

D. An assessment of the IQAPs continuity, effectiveness and current acceptability.

The Board formally reviews a written evaluation report on the IQAP periodically, but at a minimum annually. The written IQAP evaluation report includes a review of the plan's performance and recommended updates based on evaluation findings, identified opportunities for improvement and/or changes in systems or contract requirements. Details of the plan's performance include the studies undertaken and their results, subsequent actions and aggregate data on the utilization and quality of services rendered, and an assessment of the continuity, effectiveness and current acceptability of the IQAP.

The annually updated plan will be submitted to the DHCFP for review and approval in the second quarter of each year, for the previous years' program.

Program Modification

3.9.9.6 Program Modification

Upon receipt of regular written reports delineating actions taken and improvements made, the Governing Body must take action when appropriate, and direct that the operational IQAP be modified on an ongoing basis to accommodate review findings and issues of concern with the vendor. This activity is documented in the minutes of the meetings of the Governing Board in sufficient detail to demonstrate that it has directed and followed up on necessary actions pertaining to quality assurance.

The Board reviews the progress, findings and recommendations for improvement detailed in the IQAP progress reports and the annual IQAP evaluation report and determines which recommended changes will be accepted. The Board may also direct other actions to be taken. The Board directs the IQAP to be modified to accommodate the

findings and issues of concern, as well as any accepted recommendations for improvement to the program.

These decisions are documented in the Board meeting minutes and accompanied by action item documentation to ensure that the necessary follow up is taken pertaining to quality assurance.

3.9.10 QUALITY ASSURANCE COMMITTEE

3.9.10 Active QA Committee

The IQAP must delineate an identifiable structure responsible for performing quality assurance functions within the vendor.

This committee or other structure must have:

3.9.10.1 Regular Meetings

The structure/committee must meet on a regular basis with a specified frequency, no less than quarterly to oversee IQAP activities. This frequency must be sufficient to demonstrate that the structure/committee is following up on all findings and required actions.

3.9.10.2 Established Parameters for Operating

The role, structure and function of the structure/committee must be specified.

3.9.10.3 Documentation

There must be records documenting the structure and committee's activities, findings, recommendations and actions.

3.9.10.4 Accountability

IQAP subcommittees must be accountable to the Governing Body and must report to it (or its designee) on a scheduled basis on activities, findings, recommendations and actions.

3.9.10.5 Membership

There must be active participation in the IQAP committee from vendor providers, who are representative of the composition of the vendor's providers.

Delta Dental's written IQAP plan for the Nevada DBA program will identify the structure responsible for QAPI functions, including details on a QA Committee that meets the following RFP 3.9.10 requirements:

- ***Regular meetings (at least quarterly);***
- ***Delineation of a specific role, structure and function;***
- ***Documentation of the committee's structure, findings, recommendations and action;***
- ***Accountability and scheduled reporting to the Governing Body (i.e., our Board of Directors) and***
- ***Active participation from program providers who are representative of the provider network's composition.***

We currently have in place a QA Committee that oversees QAPI functions for other customers' dental programs. The QA Committee is established by the authority of the Board of Directors as a standing committee and is charged with the oversight, guidance and coordination of all quality improvement and utilization improvement activities. Quality policies are approved in this committee.

The QA Committee receives and reviews reports on provider audits, recipient grievances, credentialing, recipient and provider satisfaction, access and appointment availability, utilization management and other quality-related issues. The reports allow the committee to detect trends and patterns that may merit additional assessment, corrective action and/or referral to the Quality Review Committee, Credentialing Committee or the dental director.

The committee operates by majority rule, with only dentist members having voting privileges for issues related to clinical care or the practice of dentistry. Committee duties and responsibilities include:

- ***Prioritizing problems based on urgency, importance and severity;***
- ***Using professional consensus and expert opinion to develop criteria for assessing performance;***
- ***Collecting data from audits, claims, customer contact tracking, grievances, recipient and provider surveys and other quality assessment tools;***
- ***Analyzing collected data to identify apparent outliers and aberrant trends that may identify an area for improvement related to QAPI program operation and/or individual providers;***
- ***Determining appropriate follow-up assessments and/or corrective actions;***
- ***Evaluating the results of follow-up activities;***
- ***Making appropriate reports and referrals to other QAPI program components and***
- ***Maintaining records of the committee's meetings.***

The QA Committee also serves as the oversight committee for utilization management (UM). During its meetings, the committee reviews and discusses UM reports, trends and activities and makes recommendations concerning:

- ***Review and approval of UM criteria on an annual basis;***
- ***Benchmark utilization for primary care services;***
- ***Retrospective peer review on claims in variance with criteria and***
- ***Orientation and training of contracted dentists regarding utilization management.***

In compliance with RFP 3.14.2.1, the dental director serves as co-chair of the QA Committee. Other committee members include representatives from the grievance, UM, credentialing and network development functional areas. QA committee members or their designees meet at least annually with representatives from the provider community to obtain their input regarding the development of and revisions to guidelines for quality of care.

Quality Review Committee

The Quality Review Committee (QRC) is responsible for monitoring the operational status of quality improvement policy and processes. It ensures that activities for monitoring, evaluating and improving clinical care are functioning and applicable to all participating providers. The QRC reviews profiles of individual providers identified by the QA Committee, credentialing, and other quality assessment activities when potential quality of care issues have been identified.

The QRC reviews individual cases and UM indicators and makes recommendations concerning policy and procedure. Inter-rater reliability studies are also conducted during committee meetings as part of Delta Dental's ongoing calibration and training of our dental consultants and support staff. These activities ensure that Delta Dental:

- ***Meets each contract's policy and regulatory requirements for turnaround times and timely decision-making and notification;***
- ***Consistently uses and applies appropriate criteria in decision-making and***
- ***Makes fair and equitable decisions that meet the individual needs of each recipient in a manner consistent with his or her dental benefits.***

The committee acts in concert with the dental director and other oversight committees to ensure that criteria are supported by evidence-based dentistry and accepted guidelines or accepted dental literature. Any denial based on a finding that a dental service is not a covered benefit is supported by the benefit provisions of the recipient's dental plan. Decisions to deny, delay or modify requested dental services are communicated to the recipient and requesting provider in a manner that is clear, concise and descriptive of the reason for that decision.

The QRC members include the dental director, staff dental consultants and the managers of the Claims Processing, Network Development, and Quality Assurance and Improvement units.

Documentation of Committee Meetings

Committee meeting minutes are recorded by an administrative assistant and forwarded to a designated QA coordinator. The QA coordinator creates the quarterly quality report, which is submitted to the appropriate quality committee for review/approval prior to its next scheduled meeting. All committee records and reports are maintained for at least five years and stored in locked administrative files, kept confidential and disclosed only in accordance with applicable federal and state statutes and regulations.

The quarterly quality report is forwarded to Delta Dental's Executive Vice President/Chief Dental Officer for review. The report is then forwarded to the Board of Directors for review. At the end of each year, the quarterly quality reports are compiled and the annual quality of care report is created and presented to the Board of Directors.

3.9.11 IQAP SUPERVISION

3.9.11 IQAP Supervision
There must be a designated senior executive who is responsible for IQAP implementation. The vendor's Dental Director has involvement in quality assurance activities.

Mr. Doug Konovaloff, Vice President, Operations, is the designated senior executive will overall responsibility for IQAP implementation. As discussed elsewhere in this section and in compliance with applicable RFP requirements, our dental director for the Nevada DBA program will be involved in quality assurance activities.

3.9.12 IQAP RESOURCES AND STAFF

3.9.12 Adequate Resources
The IQAP must have sufficient material resources and staff with the necessary education, experience, or training to effectively carry out its specified activities.

Delta Dental commits to ensuring sufficient material resources and staff with the necessary education, experience or training to effectively carry out all IQAP activities. As discussed in Proposal Section 3.14.3, Vendor Operating Structure and Staffing, our organization has been carefully developed to ensure an integrated, collaborative working relationship among staff and efficient, effective administration of the Nevada DBA contract. And, as discussed in Proposal Section 3.13, we offer the DHCFP a multi-faceted, integrated MIS that performs extremely well in the Medicaid and CHIP dental program administration environment.

Staffing

Our IQAP plan provides sufficient numbers of qualified staff to execute all QAPI contract functions within required time frames. Staff meet position requirements through applicable work experience, education and/or completion of general and/or contract-specific training courses administered by Delta Dental. Individuals hired to fill a vacancy or new position receive one-on-one training using a training checklist and approved documentation for the duties to be performed. Prior to assuming full job responsibilities, each new hire must demonstrate proficiency in all aspects of the position. Given the nature and criticality of quality assurance positions, the training process includes performing duties under carefully monitored conditions for a period of months (with the training duration varying by position).

Resources

All Delta Dental staff are equipped with the workspace, resources, equipment and materials to perform their assigned functions, ensure effective operations and meet or exceed contract requirements. Each workstation includes, at a minimum, reference materials (e.g., hard-copy publications, reports and manuals), a telephone and a personal computer with as-appropriate access to the MIS, standard software programs such as Microsoft® Office 2013, specialized software programs, e-mail and the Internet. Regardless of their work locations, all staff have the same level of functionality and can effectively communicate among themselves and with other Delta Dental staff and our customers. Our systems and technologies have sufficient resources and the capability to be expanded or upgraded in anticipation of new programs and/or program expansions.

3.9.13 PROVIDER PARTICIPATION IN THE IQAP

3.9.13 Provider Participation in IQAP

3.9.13.1 Participating dentists and other providers must be kept informed about the written IQAP through provider newsletters and updates to the provider manual.

3.9.13.2 The vendor must include in its provider contracts and employment agreements, for dentists and non- dental providers, a requirement securing cooperation with the IQAP.

3.9.13.3 Contracts must specify that hospitals and other vendors will allow the vendor access to the Dental records of its recipients.

One of Delta Dental's fundamental Provider Network responsibilities will be to educate participating dentists and other providers about the Nevada Medicaid/Check Up program, including but not limited to information about recipient eligibility, covered benefits, support services available to providers, provider responsibilities, and our QAPI program and written IQAP plan. This information is essential for successful provider participation. Dentists and dental office staff who are well-informed experience greater satisfaction, can more effectively assist recipients and, ultimately, provide greater access to dental care resulting in improved oral health for recipients.

For all of our dental plans, we fulfill this critical responsibility using a variety of communication channels designed to meet the varied needs of dentists and their office staff. These include:

- ***Initial orientation at the outset of the contracting process;***
- ***A network provider packet following contract execution that includes a provider handbook covering all aspects of provider participation;***
- ***Initial and ongoing training opportunities via traditional seminars, webinars and on-line tutorials;***
- ***A toll-free provider services number to obtain information from a knowledgeable Call Center representative or the interactive voice response (IVR) system;***

- ***A contract-specific website with a secure provider resource area and***
- ***On-site assistance or training, as needed, by a Delta Dental Network Development staff member.***

Our provider materials, training and support services are tailored to the provider type (primary care dentist or specialty dentist) to accurately convey the information needed for program compliance. We ensure, however, that each participating dentist has access to a provider handbook (electronically or, on request, in hard copy) that includes a description of provider obligations for compliance with all administrative, legal and regulatory requirements. We also create periodic provider newsletters to supplement the provider handbook and its updates. The newsletters, which are typically posted in the provider area of each contract's website, reinforce the dentist's awareness of the program and status as a participating provider. Newsletters announce program changes, discuss current dental care topics and address emerging issues (e.g., related to IQAP activities) that have broad application to all participating dentists.

We commit to keeping Nevada DBA program providers informed about the IQAP through provider newsletters and provider handbook updates. Furthermore, we will ensure that:

- ***Provider contracts and employment agreements for dentists and non-dental providers include a requirement securing cooperation with the IQAP and***
- ***Provider contracts will specify that hospitals and other vendors will allow Delta Dental access to program recipients' dental records.***

3.9.14 DELEGATION OF IQAP ACTIVITIES

3.9.14 Delegation of IQAP Activities

3.9.14.1 The vendor remains accountable for all IQAP functions, even if certain functions are delegated to other entities. If the vendor delegates any quality assurance activities to subcontractors or providers, it must:

A. Have a written description of the delegated activities, the delegate's accountability for these activities, and the frequency of reporting to the vendor;

B. Have written procedures for monitoring and evaluating the implementation of the delegated functions, and for verifying the actual quality of care being provided; and

C. Maintain evidence of continuous monitoring and evaluation, completed at least quarterly of delegated activities, including approval of quality improvement plans and regular specified reports.

Delta Dental intends to perform all IQAP functions within our enterprise. However, we understand and agree that if we later delegate any or all IQAP functions to other entities, we must:

- ***Have a written description of the delegated activities, the delegate's accountability for the activities, and the frequency of reporting to Delta Dental;***
- ***Have written procedures for monitoring and evaluating the implementation of the delegated functions, and for verifying the actual quality of care being provided and***
- ***Maintain evidence of continuous monitoring and evaluation, completed at least quarterly of delegated activities, including approval of quality improvement plans and regular specified report.***

Delta Dental will include these requirements in any subcontract or delegation agreement, should we decide to delegate any IQAP function.

3.9.15 CREDENTIALING AND RECREDENTIALING

3.9.15 Credentialing and Recredentialing

The IQAP must contain provisions to determine whether dentists and other health care professionals, who are licensed by the State of Nevada and who are under contract to the vendor, are qualified to perform their services. These provisions are:

Written Policies and Procedures

3.9.15.1 Written Policies and Procedures

The vendor will have written policies and procedures that include a uniform documented process for credentialing, which include the vendor's initial credentialing of practitioners, as well as its subsequent recredentialing, recertifying and/or reappointment of practitioners. The vendor will comply with NAC 679B.0405 which requires the use of Form NDOI-901 for use in credentialing providers.

The DHCFP reserves the right to request and inspect the credentialing process and supporting documentation. The vendor agrees to allow the DHCFP and/or its contracted EQRO to inspect its credentialing process and supporting documentation.

Delta Dental's Credentialing Policies and Procedures manual outlines in detail the processes for ensuring dental service providers are appropriately credentialed to provide the highest level of care to patients and meet the requirements of DHCFP. As part of our Quality Assurance Plan, we conduct an annual formal evaluation of our credentialing and re-credentialing program and update it as required.

Delta Dental will comply with NAC 679B.0405 requiring the use of Form NDOI-901 for use in credentialing providers. Delta Dental agrees that the DHCFP has the right to request and inspect the credentialing process and supporting documentation. Credentialing activity is documented in Delta Dental's Pega Provider 360 credentialing database,

credentialing files and the Credentialing Committee's minutes. These records preserve a history of the credentialing documents and our verifications and credentialing decisions. The database and supporting documentation will be available to DHCFP.

Delta Dental also agrees to allow the DHCFP and/or its contracted EQRO to inspect its credentialing process and supporting documentation.

Oversight by Governing Body

3.9.15.2 Oversight by Governing Body

The Governing Body, or the group or individual to which the Governing Body has formally delegated the credentialing function, will review and approve the credentialing policies and procedures.

Delta Dental's Executive board reviews and approves all credentialing policies and procedures.

The Credentialing Committee includes the dental director and at least two other dentists. The committee is charged with:

- ***Developing credentialing policies and processes;***
- ***Reviewing professional credentials of providers;***
- ***Seeking additional information concerning credentials when deemed appropriate;***
- ***Deciding whether to accept or not accept reviewed credentials and***
- ***Making appropriate reports and referrals to other IQAP areas.***

The dental director or designee serves as the chairman of the Credentialing Committee. The committee meets at least quarterly, at which time it receives reports and findings from our credentialing unit and dental director concerning overall credentialing activities for individual providers.

Credentialing Entity

3.9.15.3 Credentialing Entity

The vendor will designate a credentialing committee, or other peer review body, which makes recommendations regarding credentialing decisions.

The Credentialing Committee (CC) makes the credentialing and recredentialing decisions under the IQAP and interacts with the Enterprise Management Review Subcommittee, Enterprise Quality Assessment Subcommittee and Enterprise Potential Quality Issues Review Committee. The CC consists of IQAP Regional Dental Directors, Managing Dental Consultants, Dental Consultants and the Director of Provider Relations. Participating dentists may provide advice and expertise for credentialing related decisions. Non-voting members may include the Credentialing Manager and Supervisor or designated credentialing staff and ad-hoc subject matter experts and guests may also be present in a non-voting capacity, but may not be present during peer review discussions.

The CC reviews problematic providers when necessary, directs any follow-up required and provides guidance on credentialing program development and implementation. The Director of Provider Relations, or designee, reviews any appeals of CC decisions and makes the decision, subject to other appeal rights (by contract or regulation), related to termination of a provider's participation status. Overall evaluation of participating performance may include adverse credentialing information sent to the IQAP quality assurance subcommittees.

Scope

3.9.15.4 Scope

The vendor will identify those practitioners who fall under its scope of authority and action. This must include, at a minimum, all dentists and other licensed independent practitioners included in the vendor's provider network.

Delta Dental credentials all dental providers who apply to become network providers. Our credentialing protocol ensures that each provider is licensed to render dental services in accordance with applicable Nevada laws and regulations. All credentialing is performed by Delta Dental's qualified team of professionals rather than being outsourced. We provide ongoing and remedial training to credentialing professionals to ensure they remain qualified to perform this task, and we take the additional step of credentialing all in-house professionals participating in the review process, which includes our dental director, dental consultants and dentists serving on the Credentialing Committee. Although dental provider credentialing is not subject to National Committee for Quality Assurance (NCQA) certification, our procedures follow NCQA criteria as applicable to dentists.

Process

3.9.15.5 Process

The initial credentialing process obtains and reviews primary source verification of the following information, at a minimum:

A. The practitioner holds a current valid license to practice in Nevada or a current valid license to practice in the state where the practitioner practices.

B. A Valid Drug Enforcement Administration (DEA) certificate for all practitioners authorized by the scope of their license to prescribe drugs.

C. Graduation from Dental school and completion of a residency, or other post-graduate training, as applicable.

D. Work history.

E. Professional liability claims history.

F. The practitioner holds current, adequate malpractice insurance according to the vendor's policy.

G. Any revocation or suspension of a State license or DEA number.

H. Any curtailment or suspension of medical staff privileges (other than for incomplete Dental records).

I. Any sanctions imposed by the OIG or the DHCFP.

J. Any censure by any state or county Dental Association or any other applicable licensing or credentialing entity.

K. The vendor obtains information from the National Practitioner Data Bank, the Nevada State Board of Dental Examiners, any equivalent licensing boards for out- of-state providers, and any other applicable licensing entities for all other practitioners in the plan.

L. The application process includes a statement by the applicant regarding:

1. Any physical or mental health problems that may affect current ability to provide dental care;

2. Any history of chemical dependency/ substance abuse;

3. History of loss of license and/or felony convictions;

4. History of loss or limitation of privileges or disciplinary activity; and

5. An attestation to correctness/ completeness of the application.

This information should be used to evaluate the practitioner's current ability to practice.

M. There is an initial visit to each potential primary dental care practitioner's office, including documentation of a structured review of the site and Dental record keeping practices to ensure conformance with the vendor's standards.

N. If the vendor has denied credentialing or enrollment to a provider where the denial is due to vendor concerns about provider fraud, integrity, or

quality the vendor is required to report this to the DHCFP Provider Enrollment Unit within fifteen (15) calendar days.

Delta Dental's credentialing procedures promptly process enrollment applications while simultaneously performing due diligence to ensure patient safety. The mandatory information we require for initial credentialing includes:

1. ***A valid state license to practice;***
2. ***A valid Drug Enforcement Agency (DEA) certificate;***
3. ***Graduation from dental school (if not verified by the state dental licensing board);***
4. ***Work history covering the past five years;***
5. ***History of professional liability claims resulting in settlements or judgments paid on behalf of the provider covering the past five years;***
6. ***Current and adequate malpractice/professional liability insurance;***
7. ***History of DEA certificate revocation, suspension or probation;***
8. ***History of limitations and sanctions imposed by the state licensing board or agency for dentistry;***
9. ***Good standing of hospital privileges;***
10. ***Status of clinical privileges at the provider's designated primary admitting facility;***
11. ***Any Medicare and/or Medicaid sanctions imposed by the Office of Inspector General (OIG), as documented by National Practitioner Data Bank (NPDB) reports;***
12. ***Sanction history from the NPDB;***
13. ***History of an applicant being previously excluded or restricted by Delta Dental from participating in a provider network;***
14. ***Information from the National Practitioner Data Bank, the Nevada State Board of Dental Examiners, any equivalent licensing boards for out- of-state providers, and any other applicable licensing entities for all other practitioners in the plan***
15. ***Attestation that includes, but is not limited to, statements regarding any practice limitations or impairments owing to chemical and/or substance abuse;***
16. ***History of felonies or other exclusions listed in Section 1128 of the Social Security Act;***
17. ***Verification of specialty training;***
18. ***A current valid x-ray certificate;***
19. ***Results of facility and/or process-of-care audits, if any, and***
20. ***Valid general anesthesia permit, as applicable.***

Provider Relations representative conduct an initial visit to each potential primary dental care practitioner's office, that includes a structured review of the site and Dental record keeping practices to ensure conformance with Delta Dental's standards. The PR representative documents the methodology used to conduct the reviews and documents the results.

Delta Dental uses a systematic process to verify, review and evaluate professional credentials and qualifications. Provider Relations representatives receive provider applications, which include credentialing documents and attachments, for each practice. After verification that an application is complete, it is logged in the database and a credentialing file is created for each dentist. Staff review each file for accuracy and completeness and contact the dentist to amend, correct or supply any items in question.

The credentialing file includes an attestation form that is signed and dated by the dentist confirming the correctness and completeness of the information supplied and giving

Delta Dental permission to verify and research the data. The attestation also addresses any physical and/or mental health limitations that may affect the dentist's current ability to provide dental care with or without accommodations. It confirms the provider's accuracy of records relating to any history of chemical dependency or substance abuse, loss of license, felony convictions, disciplinary activity or other professional sanctions and malpractice actions or the loss of malpractice coverage.

Delta Dental verifies many of its credentialing criteria by reviewing primary source documentation. A complete list of verification sources is included in our Credentialing Policies and Procedures; examples include the dentist's license from the state dental board; Board certification via the specific specialty board and malpractice claims history via the National Practitioner Data Bank. Delta Dental also periodically reviews listings and reports from state licensing boards, enabling the identification of any adverse dental license actions between a provider's routine re-credentialing cycles.

Once complete, the credentialing file is forwarded to the Dental Director for review. By policy, the Credentialing Committee has authorized the Dental Director to accept the credentials of dentists whose elements are clear. The Dental Director may also accept the credentials of dentists with only one malpractice judgment within the last five years if the rest of the elements are clear.

If the Dental Director does not accept an applicant's credentials, the matter is referred to the Credentialing Committee. The Dental Director will defer to the committee when the file shows:

- ***Two or more malpractice actions or settlements within the preceding five years;***
- ***Past or current adverse actions by any state or federal regulatory agency;***
- ***Past or current limitation, reduction, suspension or termination of any dental license or hospital privileges;***
- ***Past or current criminal conviction;***
- ***Past or current sanctions by a Medicare or Medicaid regulatory agency;***
- ***Lack of a current valid general anesthesia permit (applies to oral surgeons and anesthesiologists only);***
- ***Lack of a current valid DEA certification (does not apply to orthodontists) and***
- ***Past or current mental illness, chemical dependency or medical condition that would impair or interfere with the dentist's ability to deliver care effectively.***

After discussion, the Credentialing Committee may decide to accept, reject or defer a decision pending the receipt of additional information. After a decision is made, the applicant is promptly notified of the committee's decision. All applicants have the right to request corrections of erroneous credentialing information. Requests for corrections must be submitted by an applicant in writing and be received by Delta Dental within thirty calendar days of receipt of the decision.

Only those applicants whose credentials are accepted by either the Dental Director or Credentialing Committee are approved to be contracted.

Delta Dental will notify the DHCFP Provider Enrollment Unit within 15 calendar days of any denial actions we take on the provider's application for participating in the Nevada DBA program that are due to concerns about provider fraud, integrity or quality.

Recredentialing

3.9.15.6 Recredentialing

A process for the periodic re-verification of clinical credentials (recredentialing, reappointment, or recertification) will be described in the vendor's policies and procedures, including:

A. Evidence that the procedure is implemented at least every sixty (60) months.

B. The vendor conducts periodic review of information from the National Practitioner Data Bank and all other applicable licensing entities, along with performance data, on all practitioners, to decide whether to renew the participating practitioner agreement. At a minimum, the recredentialing, recertification or reappointment process is organized to verify current standing in required areas.

C. The recredentialing, recertification or reappointment process also includes review of data from:

1. Recipient grievances and appeals;
2. Results of quality reviews;
3. Utilization management;
4. Recipient satisfaction surveys; and
5. Re-verification of current licensure, if applicable.

D. If the vendor decredentials, terminates or disenrolls a provider the vendor must inform the State within 15 calendar days. If the decredentialing, termination or disenrollment of a provider is due to suspected criminal actions, or disciplinary actions related to fraud or abuse the DHCFP will notify HHS-OIG.

In the interest of patient safeguards and customer reassurance, Delta Dental has established a policy of recredentialing providers participating in our dental networks every three years, or more frequently if a situation arises that warrants an out-of-cycle review. This policy is fully compliant with 42 Code of Federal Regulations (CFR), Section 455.414 that require the State Medicaid Agency to review and update enrollment data for all Medicaid providers, including collecting disclosures, at least every five years.

For current providers, credentialing elements that have been previously verified and that are not subject to change are not re-verified during recredentialing. For example, after determining during initial credentialing that the dentist graduated from an approved dental school, this element would not subsequently be re-verified. Instead, the recredentialing process focuses on original credentialing elements that are subject to

change in status or professional actions or sanctions and new elements assessing the dentist's performance as contracted during the previous 12 months, including:

1. ***Member satisfaction and grievance history;***
2. ***Information on quality improvement activities;***
3. ***Utilization reports;***
4. ***Results of dental record audits and***
5. ***Re-verification of current licensure, if applicable.***

Delegation of Credentialing Activities

3.9.15.7 Delegation of Credentialing Activities

If the vendor delegates credentialing and recredentialing, recertification, or reappointment activities, there must be a written description of the delegated activities, and the delegate's accountability for these activities. There must also be evidence that the delegate accomplished the credentialing activities. The vendor must monitor the effectiveness of the delegate's credentialing and reappointment or recertification process.

All credentialing is performed by Delta Dental's qualified team of professionals rather than being delegated. We provide ongoing and remedial training to credentialing professionals to ensure they remain qualified to perform this task, and we take the additional step of credentialing all in-house professionals participating in the review process, which includes our dental director, dental consultants and dentists serving on the Credentialing Committee.

Should Delta Dental decide to delegate credentialing activities at a later date, we commit to meeting the provisions of this RFP requirement, and will notify the DHCFP of our intent to delegate prior to doing so.

Retention of Credentialing Authority

3.9.15.8 Retention of Credentialing Authority

The vendor retains the right to approve new practitioners and sites, and to terminate or suspend individual practitioners. The vendor has policies and procedures for the suspension, reduction or termination of practitioner privileges.

Delta Dental understands that we retain the right to approve new practitioners and sites, and to terminate or suspend individual practitioners. Our policies and procedures for the suspension, reduction or termination of practitioner privileges are detailed in the Credentialing Policies and Procedures manual.

Reporting Requirement

3.9.15.9 Reporting Requirement

The vendor must ensure there is a mechanism for, and evidence of implementation of, the reporting of serious quality deficiencies resulting in suspension or termination of a practitioner, to the appropriate authorities.

Delta Dental includes a mechanism for reporting of serious quality deficiencies resulting in suspension or termination of a practitioner to the appropriate authorities in the Program Integrity Unit (PIU) policies and procedures.

Provider Dispute Process

3.9.15.10 Provider Dispute Process

The vendor must have a provider appeal process for instances wherein the vendor chooses to deny, reduce, suspend or terminate a practitioner's privileges with the vendor.

We currently implement a grievance and appeal process that reflects more than 40 years' experience administering the State of California's Denti-Cal program and 16 years administering numerous state, county and regional CHIP and CHIP-like programs. Our process ensures that we respond fully and promptly to each dissatisfaction or concern and also document the status and disposition of every grievance and appeal.

The right to file a grievance/appeal and the methods available, including a toll-free phone number, is included in the provider handbook upon enrollment into the program. The availability of assistance with filing a grievance is also described in the handbooks.

In the event that an application for provider enrollment is denied, we include the methods to file an appeal in the notification sent to the applicant.

3.9.16 RECIPIENT RIGHTS AND RESPONSIBILITIES

3.9.16 Recipient Rights and Responsibilities

The vendor must demonstrate a commitment to treating recipients in a manner that acknowledges their rights and responsibilities.

Delta Dental prides ourselves on having an inclusive corporate culture that respects the rights of all individuals, recipients and providers. Dentists participating in any of Delta Dental's provider networks are contractually obligated, as well as ethically and professionally bound, to treat all recipients with dignity and respect, and in recognition for the need for privacy.

With more than 57 years of experience administering dental health care plans across the United States, we understand that quality assurance plays a critical role in the delivery of dental health care services. As a testimony to the strength and stability of the organization, nearly 91% of customers, comprising 98.6% of enrollees, renew their contracts on an annual basis. Our decades of experience delivering services to recipients of government dental health programs has allowed us to develop and continuously refine our customer service policies and processes. At the heart is our commitment to treating recipients with respect and going above and beyond to uphold recipients' rights.

At the core of Delta Dental's customer service philosophy is hiring service-oriented individuals who demonstrate an ability to solve problems and a natural desire to help others. We work closely with new staff members to build key communication skills and develop program knowledge, and we invest in them through ongoing training, employee recognition programs and educational assistance opportunities. Our extensive provider training and outreach ensures that this same commitment is shared by each and every provider who provides care to our recipients.

Written Policy on Recipient Rights and Responsibilities

3.9.16.1 Written Policy on Recipient Rights

The vendor must have a written policy that recognizes the following rights of recipients:

A. To be treated with respect, and recognition of their dignity and need for privacy;

B. To be provided with information about the vendor, its services, the practitioners providing care, and recipients' rights and responsibilities;

C. To be able to choose their primary Dental care practitioner;

D. To participate in decision-making regarding their dental care, including the right to refuse treatment;

E. To pursue resolution of grievances and appeals about the vendor or care provided;

F. To formulate advance directives;

G. To have access to his/her Dental records in accordance with applicable federal and state laws and to request that they be amended or corrected as specified in 45 CFR Part 164;

H. To guarantee the recipient's right to be free from any form of restraint or seclusion used as a means of coercion, discipline, convenience, or retaliation; and

I. To receive information on available treatment options and alternatives, presented in a manner appropriate to the recipient's condition and ability to understand.

3.9.16.2 Written Policy on Recipient Responsibilities

The vendor must have a written policy that addresses recipients' responsibility for cooperating with those providing dental services. This written policy must address recipients' responsibility for:

A. Providing, to the extent possible, accurate and updated information needed by professional staff in caring for the recipient;

B. Following instructions and oral health care recommendations/ guidelines given by those providing dental services;

C. Recipient obligation to participate in their health care decisions; and

D. Recipient conduct and communication with a dental office including recipient's responsibility to be on time for scheduled appointments, cancel appointments in a timely manner ie. 24-48 hrs ahead of scheduled appointment, report provider fraud/abuse, provide feedback on recipient needs and expectations, etc.

A key tenet of our philosophy is the treatment of all recipients with dignity and respect. One means to demonstrate this philosophy is through ensuring that recipient rights are taken into account while providing services to those recipients. These rights include:

- ***The right to receive information in a manner and format that may be easily understood, in non-prevalent language and/or alternate formats when needed;***
- ***The right to be free from restraint or seclusion;***
- ***The right to request and receive their medical records and to request corrections be made to those records;***
- ***The right for the recipient's medical records to be private;***
- ***The right to be free from age, disability or other discrimination;***
- ***The right to have their applicable civil rights upheld and***
- ***The right to exercise their rights without retaliation.***

Delta Dental also has policies regarding recipient responsibilities. These responsibilities are:

- ***Providing, to the extent possible, accurate and updated information needed by professional staff in caring for the recipient;***

- ***Following instructions and oral health care recommendations/guidelines given by those providing dental services;***
- ***Recipient obligation to participate in their health care decisions and***
- ***Recipient conduct and communication with a dental office including***
  - ***Recipient's responsibility to be on time for scheduled appointments, cancel appointments in a timely manner (e.g., 24-48 hours ahead of scheduled appointment);***
  - ***Reporting provider fraud/abuse and***
  - ***Providing feedback on recipient needs and expectations, etc.***

Delta Dental fully complies with any applicable federal and state laws that pertain to recipient rights and we continuously monitor and evaluate the care rendered to recipients by affiliated providers and Delta Dental staff.

Delta Dental ensures that our staff and network providers comply with applicable federal and state laws pertaining to recipient rights and responsibilities through both active methods – such as training programs and visits to provider offices – and passive methods – such as including recipient rights and responsibilities documentation in handbooks. We ensure recipient rights and responsibilities through:

- ***Comprehensive initial and ongoing staff and provider training on recipient rights and responsibilities, and all processes and procedures;***
- ***Including copies of recipients' rights and responsibilities in all desk level procedures and manuals;***
- ***Responding to and documenting the status and disposition of every complaint and grievance and***
- ***Monitoring, evaluating and improving the quality of care and services.***

The applicable federal and state laws pertaining to recipient rights and responsibilities are consolidated and summarized, with references to the CFR section, and included in Delta Dental desk level procedures and manuals. Additionally, provider and member handbooks include copies of recipient rights and responsibilities. This documentation is intended to be used as a reference for all parties to be fully informed and aware of these rights and responsibilities.

Communication of Recipient Policies

3.9.16.3 Communication of Recipient Policies to Providers

A copy of the vendor's policies on recipients' rights and responsibilities is provided to all participating providers upon initial credentialing and when significant changes are made.

3.9.16.4 Communication of Policies to Recipients

Upon enrollment, recipients are provided a written statement that includes information on their rights and responsibilities.

Delta Dental provides a Provider Handbook to all participating providers upon initial credentialing. The Provider Handbook is also available at any time on Delta Dental's website. It is updated whenever significant changes are made. The Provider Handbook includes a copy of Delta Dental's policies on recipients' rights and responsibilities.

Delta Dental provides recipients a Member Handbook that includes a written statement on their rights and responsibilities.

Recipient Grievance and Appeals

3.9.16.5 Recipient Grievance and Appeals Procedures

The vendor must have a system(s) linked to the IQAP for addressing recipients' grievances and providing recipient appeals. This system must include:

A. Procedures for registering and responding to grievances and appeals within thirty (30) calendar days. Vendors must establish and monitor standards for timeliness;

B. Documentation of the substance of grievances, appeals, and actions taken;

C. Procedures ensuring a resolution of the grievance and providing the recipient access to the State Fair Hearing process for appeals;

D. Aggregation and analysis of grievance and appeal data and use of the data for quality improvement;

E. Compliance with DHCFP due process and fair hearing policies and procedures specific to Nevada Medicaid and Nevada Check Up recipients; and

F. Compliance with 42 CFR 438 Subpart F Grievance and Appeals.

Complaints and grievances allow recipients to express their concerns or complaints and to ask Delta Dental for a fair resolution that will correct perceived wrongs. Delta Dental ensures that our members may exercise their right to file a grievance and seek redress without fear of discrimination as a result of filing of a grievance. The first indication of a potential grievance usually begins with a recipient's or provider's telephone call. Our CSRs receive special training regarding the handling of grievances and make every effort to resolve simple administrative issues immediately. For issues that require further handling, the CSR provides the caller with the necessary information to file a written grievance.

Proposal Section 3.12, Grievances, Appeals and Fair Hearings describes our complaint/grievance and resolution process, which reflects more than 40 years' experience from past Medicaid, CHIP and other dental program implementations. Delta Dental's grievance system investigates, reviews and resolves recipient grievances in a manner that is timely, equitable, compliant with applicable state and federal regulations and sensitive to the recipient's individual needs (including cultural, linguistic and disability-related needs).

Recipient Suggestions

3.9.16.6 Recipient Suggestions

An opportunity must be provided for recipients to offer suggestions for changes in policies and procedures.

Delta Dental welcomes suggestions from recipients for improvements in our policies and procedures. Recipient suggestions may be submitted to Delta Dental through our Recipient Services Department, our website, via e-mail, and through recipient satisfaction surveys.

Steps to Assure Accessibility of Services

3.9.16.7 Steps to Assure Accessibility of Services

The vendor must take steps to promote accessibility of services offered to recipients. These steps include:

A. The points of access to primary dental care, specialty care, are identified for recipients; and

B. At a minimum, recipients are given information about:

1. How to obtain services during regular hours of operations;

2. How to obtain urgent, emergency and after-hour care;

3. How to obtain emergency out-of-service area care;

4. How to obtain the names, qualifications and titles of the professionals who provide and are accepting Dental patients and/or are responsible for their care; and

5. How to access concierge services and assistance from the vendor when needed to gain access to care.

Delta Dental promotes accessibility of dental services to recipients first through the recipients' selection of or assignment to a Primary Dental Provider (PDP), or dental home. Delta Dental arranges for a welcome call to the recipient, where program details are discussed and the recipient can receive answers to any questions they may have about the Nevada DBA program. The primary method of promoting accessibility is through the Member Handbook, which describes how to obtain dental care services (regular care, urgent, emergency and after-hours care, and emergency out-of-service area care), how to find information on participating dental professionals, and how to access concierge services and assistance from Delta Dental.

Information Requirements

3.9.16.8 Information Requirements

A. Recipient information (for example, subscriber brochures, announcements, and handbooks) must be written at an eighth (8th) grade level that is readable and easily understood.

B. Written information must be available in the prevalent languages of the population groups served.

All recipient educational materials and other vital documents – such as complaint forms, notices of action, grievance/administrative hearing information, and outreach materials – will be available to Nevada Medicaid and Check Up recipients in English and any prevalent non-English languages as determined by the DHCFP. If the DHCFP identifies any other prevalent languages (typically defined as a language spoken by more than 5% of recipients in a designated geographic area), we will have member materials translated into those languages by an approved translation vendor.

Delta Dental recognizes that the readability of member materials affects his or her success in understanding not only the dental program's benefits and rules, but also the importance of routine dental care. Factors influencing recipient comprehension of and interest in reading materials include, but are not limited to, print legibility, type size, word complexity and sentence complexity. For the Nevada contract, we will develop recipient informational and educational materials at no higher than an eighth-grade reading level and in an appealing, conversational tone with culturally, linguistically and age-appropriate language, phrases and examples.

Confidentiality of Patient Information

3.9.16.9 Confidentiality of Patient Information

The vendor must act to ensure that the confidentiality of specified patient information and records is protected. The vendor must:

A. Establish in writing, and enforce, policies and procedures on confidentiality, including confidentiality of Dental records;

B. Ensure patient care offices/sites have implemented mechanisms to guard against the unauthorized or inadvertent disclosure of confidential information to persons outside of the vendor;

C. Hold confidential all information obtained by its personnel about recipients related to their examination, care and treatment and shall not divulge it without the recipient's authorization, unless:

1. It is required by law, or pursuant to a hearing request on the recipient's behalf;

2. It is necessary to coordinate the recipient's care with other dental care providers, physicians, hospitals, or other health care entities, or to coordinate insurance or other matters pertaining to payment; or

3. It is necessary in compelling circumstances to protect the health or safety of an individual.

D. Must report any release of information in response to a court order to the recipient in a timely manner; and

E. May disclose recipient records whether or not authorized by the recipient, to qualified personnel, defined as persons or agency representatives who are subject to standards of confidentiality that are comparable to those of the State agency.

Delta Dental is committed to maintaining the highest possible level of security and confidentiality for our customers. Even before the implementation of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Delta Dental was vigilant in protecting the privacy and security of the health information placed in our custody. Our corporate commitment to safeguarding protected information and ensuring enterprise security is demonstrated by the experience and qualifications of our Department of Risk, Ethics and Compliance and Information Technology/Applications Development staff and the knowledge instilled in all Delta Dental employees during their orientation and refresher training.

Delta Dental's systems and processes comply fully with all current applicable HIPAA provisions. HIPAA compliance efforts include, but are not limited to, the following measures that are designed to ensure current and future compliance with HIPAA:

- ***Implementing comprehensive policies and procedures regarding privacy and security that address:***
  - ***Confidentiality of protected health information (PHI) through all work processes;***
  - ***Administrative, technical and physical safeguards;***
  - ***Requests for PHI by various individuals or agencies (e.g., procedures for authentication, verification, authorization, access, amendment, restrictions and accounting of disclosure of PHI);***
  - ***Recipients' right to request and receive a copy of their medical records, and to request that they be amended or corrected;***
  - ***Use of PHI by business associates and***
  - ***Initial and ongoing training.***
- ***Conducting mandated HIPAA training of all new employees and periodic ongoing refresher training for all current employees;***
- ***Issuing Notice of Privacy Practices for recipients (a copy of our Notice of Privacy Practice is distributed to all new recipients and is available on our website) and***
- ***Tracking non-routine disclosures of PHI through our HIPAA database.***

Delta Dental's Department of Risk, Ethics and Compliance provides support for privacy and security inquiries, incident investigation and response, changes to laws and regulations and modifications to policies and procedures. The Department of Risk, Ethics and Compliance reports to our executive vice president and chief legal officer, who also serves as our corporate privacy officer.

Confidentiality

Delta Dental's policies and procedures meet the confidentiality requirements of all applicable state and federal laws. All data are classified as Public Information, Internal Use Only Information or Confidential Information (which includes Protected Health Information, Personal Information, Trade Secrets or Privileged Information). These policies and procedures include:

- ***Thorough training of new employees and ongoing training of all employees;***
- ***Department of Risk, Ethics and Compliance reviews and implementation of newly enacted laws and regulations to ensure enterprise-wide compliance and***
- ***Appropriate administrative, technical and physical safeguards including secure servers, website and data encryption technology.***

Recipient information is provided to our employees and network dentists for the sole purpose of eligibility verification and reimbursement. All employees are required to sign a confidentiality agreement that states they will not use, maintain or disclose without authorization any confidential information contained in company records, plans, proposals, reports or correspondence.

Confidentiality agreements and non-disclosure agreements are in place with third-party vendors where applicable. Access to records is subject to applicable regulations and other regulatory provisions.

Treatment of Minors

3.9.16.10 Treatment of Minors

The vendor must have written policies regarding the treatment of minors.

Delta Dental's policies regarding the treatment of minors include situations under the HIPAA privacy rule when minors who are treated as "individuals" may request special privacy protections. These minors may request the following:

- ***That health care providers and health plans communicate with them in a confidential manner and***
- ***Limitations on disclosure of information for treatment, payment or health care operations that could otherwise ordinarily occur without their authorization.***

Medicaid and HIPAA rules indicate that recipients, including minors, are entitled to receive family planning services and confidentiality protections apply. Delta Dental does not cover family planning services, however, it is possible that a recipient's diagnosis could reveal information about that recipient that should be hold confidential.

Our policies regarding treatment of minors details how to handle these situations. Delta Dental will provide the written policy for treatment of minors to the DHCFP prior to contract start date.

Recipient Satisfaction

3.9.16.11 Assessment of Recipient Satisfaction

The vendor must conduct periodic surveys of recipient satisfaction annually with its services:

A. The survey(s) must include content on perceived problems in the quality, availability and accessibility of care.

B. The survey(s) assess at least a sample of:

1. All recipients;

2. Recipient requests to change practitioners and/or facilities; and

3. Disenrollment by recipients.

C. As a result of the survey(s), the vendor must:

1. Identify and investigate sources of dissatisfaction;

2. Outline action steps to follow up on the findings; and

3. Inform practitioners and providers of assessment results.

D. The vendor must re-evaluate the effects of the above activities.

Delta Dental's recipient and provider satisfaction measurement activities contribute valuable information to the overall QAPI program. As required by contract and approved by each customer, we conduct and/or participate in surveys each year to help identify opportunities to improve satisfaction with Delta Dental – and also to identify issues and perceived problems that may be adversely affecting the quality, availability and accessibility of care.

Recipient surveys ask the respondents to rate their satisfaction with Delta Dental, their dentist, the quality of care they received, the thoroughness of information provided, the value of the dental plan and claim processing. Provider surveys ask the respondents to rate their overall satisfaction with Delta Dental and their satisfaction in areas including, but not limited to, service provided by our Call Center customer service representatives and Provider relations representatives, written materials such as the provider handbook, ease of understanding program benefits, and the accuracy and fairness of benefit and referral determinations.

The primary tools for assessing recipient and provider satisfaction are printed or electronic surveys. Delta Dental assesses recipient satisfaction in an effort to discover recipient approval and potential barriers to access associated with:

- ***The quality of care received;***
- ***The information the dental provider office gave the recipient concerning needed treatment;***
- ***Appointment availability at the dental office;***
- ***Office wait times;***
- ***The appearance, cleanliness and maintenance of the dental provider's office;***
- ***Wheelchair access or other needed accommodations;***
- ***The current Plan dental provider, overall;***
- ***The range of dental benefits available to the customer (recipient);***
- ***Service from the Plan's Customer Service department;***
- ***The printed member materials furnished by the Plan and***
- ***The choice of dental providers available to the recipient.***

Our Enterprise Market Research department conducts two satisfaction surveys each year as part of our patient satisfaction assessment program. A total of 2,000 surveys are mailed each year to a random sample of patients who have had a claim paid within the most recent three months. Delta Dental's Customer Satisfaction survey form features a balanced response scale with scores based on ratings of "good," "very good" and "excellent." With minor fluctuations in scores on individual questions, the survey results

are consistent from one year to the next. This continuity gives us confidence that the survey instrument and sampling methodology are accurate.

As noted in the exhibit below, Delta Dental's Global Member Satisfaction Survey Results (First Quarter 2015 – Selected Categories), the respondents' satisfaction with Delta Dental was high in multiple areas.

EXHIBIT 3.9-6, DELTA DENTAL GLOBAL MEMBER SATISFACTION SURVEY RESULTS (Q1 2015)

Survey Question	Favorable Scores (Excellent/ Very Good/ Good)
Overall rating of Delta Dental	97%
Overall rating of the dentist	99%
Recommend Delta Dental to family or friend	96%
Recommend dentist to family or friend	98%
Overall quality of care received	99%
Your dentist's attitude and manner	99%
Thoroughness of dentist's explanation of your treatment	98%
Explanation of the cost of your treatment	95%
Number of Delta Dental dentists to choose	93%
Appearance and cleanliness of your dentist's office	100%
Wheelchair access and other accommodations, if needed	97%
Clarity of "Your Dental Benefits Statement" (sent after you receive treatment)	95%
Information provided on Delta Dental's web site www.Delta Dentaldentalins.com	91%
Level of coverage for routine/preventive dental visits	94%
Level of coverage for non-routine services	77%
Overall rating of the value of Delta Dental plan	91%

Information gleaned from survey results is analyzed, summarized and presented to the QA Committee for review and evaluation. The committee may elect to modify aspects of Delta Dental's QAPI program based on the survey results and/or the results may trigger additional quality or utilization reviews that feed into the written IQAP plan and/or processes.

For the Nevada DBA contract, we will, at a minimum, commit to surveying a sample of all recipients, including those who have requested a change in practitioners and/or facilities and those who have disenrolled from the program. And, as a result of the survey – and in alignment with our written IQAP plan – we will identify and investigate sources of dissatisfaction, outline action steps to follow up on the findings, inform practitioners and providers of assessment results, and re-evaluate the effects of those activities.

3.9.17 STANDARDS FOR AVAILABILITY AND ACCESSIBILITY

3.9.17 Standards for Availability and Accessibility

The vendor must establish standards for access (e.g., to routine, urgent and emergency care; telephone appointments; advice; and recipient service lines) that complies with this RFP. Performance on these dimensions of access is assessed against the standards.

Delta Dental's contracting policies are based on the premise that to fully serve the needs of our dental plan recipients, we must provide a stable, comprehensive network of qualified dentists with broad geographic access, specialty services, and reserve capacity. We also take into account the unique characteristics of each plan's recipient population. For this program, our network focuses on dental care expertise with children and adolescents. Because of our long history focused solely on dental care and the many dental professionals we employ, we understand how dental practices function and what dentists require to be active partners in a given program.

Our provider contracting policies address clinical, financial, administrative and legal provisions to safeguard recipient health and maintain compliance with Delta Dental standards and Nevada DBA requirements. These are set forth in contract terms that, among others, include provision of services; standards of care; dentist and employee qualifications/credentialing; facility and equipment standards; availability and accessibility standards; dentist/patient relationship; recipient acceptance/transfers; claim submission; disclosures/notifications of adverse events; compliance with the provider handbook; recipient complaint and grievance resolution; prohibition against recipient billings and collections; quality assurance and utilization standards/programs; records maintenance and access; confidentiality/security of patient information; applicable state and federal regulations/statutes; insurance coverage and continuity of care for recipients.

Delta Dental's provider agreement reflects a comprehensive set of core requirements that address clinical, financial, administrative and legal provisions to safeguard recipient health. The provider agreement for participating dentists in the Nevada DBA program will incorporate the required appointment availability standards below:

- ***For PDP appointments:***
  - ***24 hours for urgent care, including urgent specialty care;***
  - ***14 days for therapeutic and diagnostic care;***
  - ***Six weeks for routine or preventive dental services (in accordance with the American Academy of Pediatric Dentistry (AAPD) periodicity schedule and***
  - ***30 days or less for referrals for specialty care, based on the urgency of the recipient's medical condition***
- ***For Specialist appointments:***
  - ***Same day or within 24 hours of referral for emergency services;***
  - ***Three calendar days of referral for urgent appointments;***
  - ***30 calendar days of referral for routine appointments and***
  - ***Access to a child/adolescent specialist if requested by the parent***

Office waiting time standards (no more than one hour from the scheduled appointment time, except when the provider is unavailable due to an emergency) will be set forth in the provider agreement terms that detail the responsibilities of a network provider.

These standards will be set forth in the provider agreement terms that detail the responsibilities of a network provider. Delta Dental's provider relations team and quality assurance and improvement staff monitor timely access to care and investigate potential provider compliance issues. When appointment standards are not met, Delta Dental develops and implements a Plan of Correction (POC).

Our initial action is remediation through peer-to-peer counseling. A Delta Dental professional contacts the provider directly to discuss the circumstances that prompted the contact and the provider's obligation regarding recipient access. In our experience, this action is usually sufficient to correct any misunderstandings and non- conformance. We maintain a record of the actions taken and, should a provider incur three confirmed recipient access incidents, more aggressive interventions and sanctions are applied, up to and including contract termination and removal from the network. In situations where supplemental training is indicated for dentists or office staff, the assigned provider relations representative contacts the provider to schedule a training session to review access policies. Delta Dental invests the resources needed to preserve and promote provider participation, taking into account the provider's level of cooperation and past history, geographic and specialty access in the area and recipient utilization.

Delta Dental commits to meeting the access requirements set forth in the RFP, however, through our active partnership with community providers and other stakeholders, we often become aware of better and/or alternative standards that will encourage provider participation and increase utilization. When such alternative standards are determined to be viable, Delta Dental will document the justification in writing within 15 days and submit the request to the DHCFP. Alternative standards will not be implemented without approval from the DHCFP.

3.9.18 DENTAL RECORDS STANDARDS

3.9.18 Dental Record Standards

Accessibility and Availability of Dental Records

3.9.18.1 Accessibility and Availability of Dental Records

A. The vendor must include provisions in all provider contracts for HIPAA compliance with regard to access to Dental records for purposes of quality reviews conducted by the Secretary of the United States Department of Health and Human Services (the Secretary), DHCFP, or agents thereof.

B. Records are available to dental practitioners at each encounter.

Delta Dental's contract with Nevada DBA program providers will include a requirement that complete dental records are maintained by the provider for each patient that is an enrolled recipient. Further, the contract will state that the dental records shall be available for review by duly authorized representatives of the State, including Delta Dental in the course of executing its responsibilities under this contract, and the Secretary of the United States Department of Health and Human Services (the Secretary), DHCFP, or agents thereof upon request.

Delta Dental's contract with Nevada DBA program providers will also stipulate that the provider must forward all dental records in their possession to a new provider within 10 business days of receipt of the request. Although most such requests will be made directly from provider to provider without the need for intervention, Delta Dental will, upon request, assist with the transfer of enrolled recipient dental records to a new primary dental care provider.

Record Keeping

3.9.18.2 Record Keeping

Dental records may be on paper or electronic. The vendor must take steps to promote maintenance of Dental records in a legible, current, detailed, organized and comprehensive manner that permits effective patient care and quality review. Dental records must be maintained as follows:

A. Dental Record Standards – The vendor sets standards for Dental records. The records reflect all aspects of patient care, including ancillary services. These standards shall, at a minimum, include requirements for:

1. Patient Identification Information – Each page on electronic file in the record contains the patient's name or patient ID number;

2. Personal/Demographic Data – Personal/biographical data includes: age, sex, race, ethnicity, primary language, disability status, address, employer, home and work telephone numbers, and marital status;

3. Allergies – Medication allergies and adverse reactions are prominently noted on the record. Absence of allergies (no known allergies – NKA) is noted in an easily recognizable location;

4. Past Dental History [for patients seen three (3) or more times] – Past Dental history is easily identified including serious accidents, operations, and illnesses. For children, past Dental history relates to prenatal care and birth and preventive services;

5. Diagnostic information;

6. Medication information;

7. Identification of Current Problems – Significant illnesses, Dental conditions and health maintenance concerns are identified in the Dental record;

8. Smoking, Alcohol or Substance Abuse – Notation concerning cigarettes, alcohol and substance abuse is present for patients twelve (12) years and over and seen three (3) or more times;

9. Consultations, Referrals, and Specialist Reports – Notes from any consultations are in the record. Consultation, lab, and x-ray reports filed in the chart have the ordering dentist/physician's initials or other documentation signifying review. Consultation and significantly abnormal lab and imaging study results have an explicit notation in the record of follow-up plans;

10. Emergency care; and

11. Patient Visit Data – Documentation of individual encounters must provide at a minimum adequate evidence of.

a. History and Physical Examination – Comprehensive subjective and objective information obtained for the presenting complaints;

b. Plan of treatment;

c. Diagnostic tests;

d. Therapies and other prescribed regimens;

e. Follow-up – Encounter forms or notes have a notation, when indicated, concerning follow-up care, call or visit. A specific time to return is noted in weeks, months, or as needed. Unresolved problems from previous visits are addressed in subsequent visits;

f. Referrals and results thereof;

g. All other aspects of patient care, including ancillary services;

12. Entry Date – All entries must have date and time noted;

13. Provider Identification – All entries are identified as to author; and

14. Legibility – The record is legible to someone other than the writer. A second reviewer should evaluate any record judged illegible by one physician reviewer.

Delta Dental's base provider contract currently includes the dental records standards noted in RFP requirement 3.9.18.2 above. These standards are a part of the criteria used during provider record reviews.

Record Review Process

3.9.18.3 Record Review Process

A. The vendor must have a system (record review process) to assess the content of Dental records for legibility, organization, completion and conformance to its standards; and

B. The record assessment system must address documentation of the items listed in Dental Records requirements above.

Delta Dental regularly reviews provider recordkeeping and reporting to identify both over- and under-utilization of all services to ensure that public funds are used appropriately. The record review process is a function of the Program Integrity Unit (PIU) and falls under the day-to-day oversight of the dental director.

Record reviews include a checklist of the Dental Records standards listed in RFP requirement 3.9.18.2.

3.9.19 UTILIZATION REVIEW MANAGEMENT PROGRAM

3.9.19 Utilization Review

Written Program Description and Scope

3.9.19.1 Written Program Description

The vendor must have a written utilization review management program description, which includes, at a minimum, policies and procedures to evaluate medical necessity, criteria used, information sources and the process used to review and approve the provision of Dental services.

3.9.19.2 Scope

The program has mechanisms to detect under-utilization as well as over-utilization.

Delta Dental's UM program is documented in our written IQAP plan and, for the Nevada DBA contract, will include all components required in RFP requirement 3.9.19. Our UM program has been designed to analyze and evaluate the delivery and utilization of services on an aggregate basis, as well as on a case-by-case basis, to guard against fraudulent or abusive use of dental services by providers or recipients. Further, the UM process identifies providers who render services below the community standard of care.

Daily oversight of the UM process ensures that:

- ***Requirements for timely decision-making, notification and turnaround times are met;***
- ***Decision-making criteria are applied appropriately and in a consistent manner;***
- ***Appropriateness and need criteria are supported by evidence-based dentistry and accepted guidelines or accepted dental literature;***
- ***Any denial, which is based on a finding that a dental service is not a covered benefit, is supported by the benefit provisions of the recipient's program;***
- ***Decisions to deny, delay or modify requested dental services are communicated to the recipient and requesting provider in a manner that is clear, concise and descriptive of the reason for that decision and***
- ***Each recipient's individual needs are met in a manner consistent with his or her dental benefits.***

Utilization reports, which show the types and numbers of dental services provided to recipients for any specific period, allow us to monitor, evaluate and understand the volume and types of dental services. We use those reports to:

- ***Select dental charts to be reviewed during audits;***
- ***Aid in the investigation of potential systemic problems related to grievances or other areas of quality assessment;***
- ***Assess utilization and***
- ***Perform statistical utilization audits of providers.***

The UM program does not rely on arbitrary measures to evaluate utilization, but instead relies on statistical analysis of utilization data. Means and standard deviations for various dental procedures and groups of dental procedures are calculated to help us identify providers with an atypical utilization pattern. Such a pattern may not be indicative of variation in practice, but may instead reflect the demographics of the particular geographic locale. Outliers are identified for each utilization statistic. Outliers are evaluated to determine if their status reflects:

- ***Unusual recipient demographics and/or other non-adjusted risk;***
- ***Reporting errors or other errors/artifacts of the utilization process;***
- ***Billing practices within the dental office;***
- ***Access issues such as problems with appointment availability and/or follow-up for missed appointments and/or***
- ***A provider's atypical professional practice patterns leading to over- or under-utilization.***

Delta Dental actively evaluates utilization reports that identify providers with an atypical utilization pattern. As deemed appropriate, follow-up to a utilization audit may involve the review of recipient charts, statistical estimation of under-reporting, recipient satisfaction surveys and recipient grievances. The dental director may also refer cases to the QA

Committee for review. After due consideration, the committee may elect to take no further action based upon its determination that no significant problem exists or to:

- ***Continue monitoring the situation;***
- ***Seek additional information;***
- ***Recommend recruiting additional providers in a region;***
- ***Recommend changes in Delta Dental's policies and processes for data collection, utilization analysis and identification and follow-up of outliers and/or***
- ***Take action to limit a provider's privileges, which may include termination with cause for egregious cases that are deemed not correctable.***

Provider Profiling

At the direction of our QA Committee, UM staff conduct provider profiling activities at least annually. Those activities may include, but are not limited to:

- ***Developing provider-specific reports that include a multi-dimensional assessment of a provider's performance using clinical, administrative and recipient satisfaction indicators of care that are accurate, measurable and relevant to the enrolled population;***
- ***Establishing provider, group, statewide or regional benchmarks for areas profiled, where applicable;***
- ***Delivering feedback to individual providers regarding the results of their performance and the overall performance of the provider network;***
- ***Using the results of provider profiling activities to identify areas of improvement for individual providers and/or groups of providers and***
- ***Establishing individual provider and group-specific quality improvement goals for priority areas in which one or more providers do not meet established standards or improvement goals.***

To support provider profiling activities, Delta Dental's automated system maintains a complete history of submitted claims for a three-year period. The system also includes claim processing edits to verify recipient eligibility, provider status, and appropriateness of procedure and billing/payment amounts.

Process of Care Audits

If a provider is selected for a process of care audit, a minimum sample of 10 dental records is selected for review. The object of the review is to assess the appropriateness of services and the quality of care delivered, taking into account both the process of care as documented in the dental record and, particularly when clinical review is to be included, the outcome of care as represented by the recipient's current status. This includes noting any patient conditions that should have been diagnosed and documented in the dental record but were not documented.

A utilization analyst conducts a preliminary review of the records to confirm that all services are appropriately documented and to identify any potential quality of care issues. A dental consultant reviews the charts to assess the appropriateness of treatment and confirm that the quality of services meets community standards. The

dental consultant documents the findings and the utilization analyst compiles a report of findings. The report of findings and a draft corrective action plan, if applicable, are submitted to the QA Committee for review and recommendation.

Pre-Authorization Review Requirements

3.9.19.3 Pre-Authorization Review Requirements

A. Pre-authorization decisions must be supervised by qualified Dental professionals;

B. Efforts must be made to obtain all necessary information, including pertinent clinical information, and consult with the treating dentist, as necessary;

C. The reasons for decisions must be clearly documented and available to the recipient;

D. The vendor's prior authorization policies and procedures must be consistent with provision of covered medically necessary dental care in accordance with community standards of practice;

Pre-authorization decisions are processed by Delta Dental's Authorization and Utilization Management department, under the supervision of the department's supervising dental consultant and under the oversight of the dental director.

Pre-authorization requests for dental services are received in our Authorization and Utilization Management and forwarded to staff dental consultants for review. A dental consultant, who is a licensed dentist, will authorize, modify, or deny a request or claim based on medical necessity and clinical guidelines. All authorization denials must be approved by the dental director. Limitations may be overridden when the services are determined to be medically necessary.

Staff dental consultants will work collaboratively with contracted dentists to obtain all information needed for a medical necessity determination. Providers will be notified when additional information is needed.

Delta Dental will ensure that decisions for utilization management and pre-authorization, member education, coverage of services, and other areas to which the guidelines apply are consistent with the guidelines through our change management processes coordinated by our contract administration department.

Appeals, Grievances and Disputes

E. There must be well-publicized and readily available mechanisms for recipient appeals and grievances as well as provider disputes. Providers may pursue an appeal on the recipient's behalf with the recipient's written

authorization. The Notice of Action must include a description of how to file an appeal;

F. Appeal and grievance decisions are made in a timely manner as warranted by the health of the enrolled recipient;

Delta Dental recognizes that provider and recipient appeals, grievances and disputes are often strong indicators of quality, access and/or performance issues. As such, we routinely use grievance and appeals data to identify opportunities for improvement. Analysis of recipient and provider grievances and appeals is a core component of our QA program. Details on our grievance, appeals and dispute processes are presented in Proposal Section 3.12, Grievances, Appeals and Fair Hearings.

For each dental plan we administer, the right to file a grievance – and the process for doing so – is included in its provider and member handbooks, on the program website, in welcome packets (for recipients), in newsletters, on Notices of Action, and in other written materials about the program. Providers and recipients may also be informed about the grievance process through communications with Call Center, Network Development and/or Outreach and Case Management staff. Dissemination of information about the grievance process through a variety of communication channels helps ensure that the option to file a grievance is well-publicized and readily available.

As discussed in Proposal Section 3.12, we allow a provider to pursue an appeal on a recipient's behalf if the provider first obtains the recipient's written permission. An exception is granted in the case of an expedited appeal.

Delta Dental makes decision on appeals and grievances in a timely manner, as warranted by the recipient's health. We commit to full compliance with all grievance, appeal and dispute resolution time frames in RFP 3.12.

URM Program Evaluation Measures

G. There are mechanisms to evaluate the effects of the program using data on recipient satisfaction, provider satisfaction or other measures;

Delta Dental has well-established mechanisms to evaluate the effects of the Nevada Medicaid/Check Up dental program. Those mechanisms include, but are not limited, to:

- ***Conducting recipient and provider satisfaction surveys and analyzing the results;***
- ***Tracking and analyzing the frequency and types of recipient and provider grievances and appeals;***
- ***Tracking and analyzing utilization data and***
- ***Conducting peer reviews.***

Our written IQAP plan – and, in particular, its annual quality improvement work plan – will document the specific mechanisms that we will use each year to evaluate the UM component of our overall QAPI program. All UM evaluation measures will be approved in advance by the DHCFP.

Compliance with UM Compensation Requirements

H. Consistent with 42 CFR 438.210, vendors must ensure that compensation to individuals or entities that conduct utilization management activities is not structured so as to provide incentives for the individual or entity to deny, limit, or discontinue medically necessary dental services to any recipient; and

I. If the vendor delegates responsibility for utilization management, it has mechanisms to ensure that the delegate meets these standards.

Delta Dental understands and will comply with the requirements in 42 CFR 438.210(e) regarding compensation for utilization management activities and, by reference, §438.3(i) and §422.208, both of which address physician incentive plans. We will not delegate responsibility for UM functions for the Nevada DBA contract.

3.9.20 CONTINUITY OF CARE SYSTEM

Continuity of Care System

3.9.20 Continuity of Care System

The vendor has put a basic system in place, which promotes continuity of care. The vendor must take a comprehensive and collaborative approach to coordinate care for the eligible population and conditions as specified by DHCFP through an effective care coordination program, partnerships with primary care general dentists or pediatric dentists and specialists, other service providers and recipient participation, recipient/family outreach and education, and the ability to holistically address recipient's health care needs. Care coordination must include not only the specific diagnosis, but also the complexities of multiple co-morbid conditions.

Care coordination and case management encompass a spectrum of services that may range from one-time-only assistance finding a dentist to working with medical and dental providers over an extended period of time to monitor a recipient's care and treatment. The effective delivery of care coordination and case management services – which we refer to as a "continuity of care system" – requires a thorough understanding of each recipient's specific needs and a team that may include dental and medical providers, a case manager and, as applicable, external agencies and service providers. Delta Dental acknowledges the DHCFP's expectation for recipients, dental providers, other service providers, and outreach/education efforts to play a pivotal role in this process so that the recipient's health care needs are addressed holistically.

Delta Dental's goals for our continuity of care system include:

- ***Keeping the recipient as healthy as possible;***
- ***Improving the recipient's overall health;***

- ***Identifying and/or treating an illness or condition and***
- ***Helping the recipient to become self-reliant in the future.***

While Delta Dental seeks to meet those goals for all recipients, we recognize the importance of providing additional services to individuals with specific issues and/or special health care needs or acute or chronic health considerations. Such services may include, but not be limited to, education, counseling and specialized oral health care. For children with early childhood caries, intervention strategies may involve their parents or legal guardians to provide immediate treatment and decrease the likelihood of recurrence.

For the Nevada DBA program, Delta Dental anticipates that the sources of referrals for continuity of care services may include, but not be limited to, dental providers, medical providers, agencies that serve recipients, and other stakeholders who interact with recipients (e.g., Head Start programs). While not every referral request will qualify for continuity of care services, we will process every request in a manner that meets contract requirements and the recipient's needs.

Delta Dental concurs with the DHCFP that care coordination must include not only the specific diagnosis, but also the complexities of multiple co-morbid conditions. Based on our experience delivering continuity of care services, we have separated those services into three main categories – basic care coordination, special care coordination, and case management – to help us identify and deliver the appropriate level of assistance as efficiently as possible. Recipients with complex health conditions and/or acute oral health needs are likely to benefit from individualized case management. We have established a comprehensive case management process for our California Medicaid Dental Program (Denti-Cal) contract that can be adapted for Nevada. Following contract award, we look forward to discussions with the DHCFP to clarify their expectations for a continuity of care system.

Information Technology System for Care Coordination

3.9.20.1 Information Technology System for Care Coordination:

The vendor's information technology system for its care coordination program must maximize the opportunity for communication between the vendor, PDP, the patient, other service providers and care coordinators. The vendor must have an integrated database that allows vendor staff that may be contacted by a recipient to have immediate access to and review of the most recent information within the vendor's information systems relevant to the case. The integrated database may include the following: administrative data, call center communications, service authorizations, and case notes. For example, vendor recipient services staff must have access to a recipient's case notes and recent utilization if contacted by that recipient. The information technology system must also have the capability to share relevant information

(i.e. utilization reports, etc.) with the recipient, the PDP, and other service providers.

Delta Dental is confident that Macess, the CRM system we are proposing for this contract, has the features and flexibility to meet all RFP requirements for an information technology system for care coordination. Macess, which is part of our integrated MIS solution for the Nevada DBA contract, allows users to access program information including, but not limited to, Call Center communications, service authorizations, administrative data and case notes. (Our MIS also has the capability to share relevant information such as utilization reports with the recipient, the primary dental provider, and other service providers.)

One example of a Macess component that supports care coordination services is its "Service Form" function. Each form includes six tabs – Contacts, Details, Remarks, Information, Resolution and Status – to allow users to enter and display information about each case/situation. Any time that we are contacted by or initiate contact with a recipient or other stakeholder regarding a specific case, all the case information is accessible in Macess and can be quickly and easily updated. We can then set up queues for each function, along with the necessary business rules, to ensure that each service form is directed to the appropriate place within the workflow system (e.g., a service form opened in the Call Center can be routed to the Outreach and Case Management unit).

3.9.21 IQAP DOCUMENTATION

3.9.21 IQAP Documentation

3.9.21.1 Scope

The vendor must document that it is monitoring the quality of care across all services and all treatment modalities, according to its written IQAP.

3.9.21.2 Maintenance and Availability of Documentation

The vendor must maintain and make available to the DHCFP, and upon request to the Federal Secretary of Health and Human Services or any federal or state regulatory entities, studies, reports, protocols, standards, worksheets, minutes, or such other documentation as requested concerning its quality assurance activities and corrective actions.

As discussed earlier in this section, Delta Dental develops an annual quality improvement work plan of objectives, projects and tasks for the upcoming year. The work plan not only provides a roadmap of the next year's activities, but it also helps us monitor/track previously identified issues and support ongoing program evaluation. The work plan is designed to be comprehensive, ensuring that it monitors the quality of care across all treatment modalities. It addresses all applicable program areas including, but not limited to, clinical studies, the adoption and periodic updating of clinical practice guidelines, recipient and provider satisfaction, grievance and appeal processes, credentialing and recredentialing, utilization review processes and health education and

outreach activities. A detailed description of the annual work plan's development and implementation, along with information on how we evaluate it and report on it, is included in our written IQAP plan.

Delta Dental maintains all studies, reports, protocols, standards, worksheets, minutes and related documentation on our QAPI activities and corrective actions. For the Nevada DBA contract, we will make that and other requested documentation available to the DHCFP, the Federal Secretary of Health and Human Services, or any other federal or state regulatory entities as directed by the DHCFP.

3.9.22 COORDINATION OF QA ACTIVITY AND OTHER MANAGEMENT ACTIVITY

3.9.22 Coordination of Quality Assurance (QA) Activity with Other Management Activity

3.9.22.1 The findings, conclusions, recommendations, actions taken and results of the actions taken as a result of QA activity, are documented and reported within the vendor's organization and through the established QA channels.

A. Quality assurance information is used in credentialing, recredentialing, and/or annual performance evaluations.

B. Quality assurance activities are coordinated with other performance monitoring activities, including utilization management, risk management and resolution and monitoring of recipient grievances and appeals.

C. There is a linkage between quality assurance and the other management functions of the vendor such as:

1. Network changes;
2. Benefits redesign;
3. Medical management systems (e.g., pre-certification);
4. Practice feedback to practitioners;
5. Patient education; and
6. Recipient services.

At Delta Dental, we have found that quality assurance and program integrity activities and outcomes are inextricably related. Program integrity – while focused on fraud, waste and abuse – often reveals companion quality of care issues. Similarly, while the focus of quality assurance is the delivery and continuous improvement of quality care; it often uncovers patterns of fraud, waste, and abuse. Although it is necessary to describe our quality assurance activities in a compartmentalized fashion in order to address RFP requirements; in truth, quality assurance activities are intertwined with all aspects of our business – beginning with provider credentialing, heavily informed by our claims and encounter processing and professional relations units, and supplemented through our Call Center and fraud hotline. We screen potential employees, and conduct annual

compliance training for all staff. Quality assurance and program integrity are core tenets of Delta Dental's culture, and built into every department's processes and procedures.

Exhibit 3.9-7 below is a high-level depiction of the interrelationships, contributions and influences between our Quality Assurance and Program Integrity programs and Delta Dental's other business units.

EXHIBIT 3.9-7, BUSINESS UNITS INTERRELATIONSHIP WITH PROGRAM INTEGRITY AND QUALITY ASSURANCE

NV16_002

QA activity influences, and is influenced by, the activities of management activities. Credentialing activities ensure the quality of our provider network; during re-credentialing and annual performance evaluations, provider quality assurance reviews are used to ensure that the provider continues to the quality of care required.

To accomplish the coordination of QA activity with our other management services, Delta Dental leverages our QA Committee and our Quality Review Committee.

We currently have in place a QA Committee that oversees QAPI functions for other customers' dental programs. The QA Committee is established by the authority of the Board of Directors as a standing committee and is charged with the oversight, guidance and coordination of all quality improvement and utilization improvement activities. Quality policies are approved in this committee.

The QA Committee receives and reviews reports on provider audits, recipient grievances, credentialing, recipient and provider satisfaction, access and appointment availability, utilization management and other quality-related issues; and serves as the oversight committee for UM activities. The reports allow the committee to detect trends and patterns that may merit additional assessment, corrective action and/or referral to the Quality Review Committee, Credentialing Committee or the dental director. The dental director serves as co-chair of the QA Committee. Other committee members include representatives from the grievance, UM, credentialing and network development functional areas.

The Quality Review Committee (QRC) is responsible for monitoring the operational status of quality improvement policy and processes. It ensures that activities for monitoring, evaluating and improving clinical care are functioning and applicable to all participating providers. The QRC reviews profiles of individual providers identified by the QA Committee, credentialing, and other quality assessment activities when potential quality of care issues have been identified.

The QRC reviews individual cases and UM indicators and makes recommendations concerning policy and procedure. Inter-rater reliability studies are also conducted during committee meetings as part of Delta Dental's ongoing calibration and training of our dental consultants and support staff. These activities ensure that Delta Dental:

- ***Meets each contract's policy and regulatory requirements for turnaround times and timely decision-making and notification;***
- ***Consistently uses and applies appropriate criteria in decision-making and***
- ***Makes fair and equitable decisions that meet the individual needs of each recipient in a manner consistent with his or her dental benefits.***

The QRC members include the dental director, staff dental consultants and the managers of the Claims Processing, Network Development, and Quality Assurance and Improvement units.

Through the interaction and coordination of these two committees, Delta Dental ensures that linkages between quality assurance and our other management functions, including

provider network changes; benefits redesign, medical management systems (e.g., pre-certification), practice feedback to practitioners, patient education and recipient services.

3.9.23 DATA COLLECTION AND SUBMISSION TO DHCFP

3.9.23 Data Collection

The vendor must provide the DHCFP with uniform utilization, cost, quality assurance, and recipient satisfaction/complaint data on a regular basis, in accordance with Quality Assurance Standards. The vendor will submit information to DHCFP in accordance with the contract, performance measures and reports. Data for measures of quality, utilization, recipient satisfaction and access will be reported for the contract population.

3.9.23.1 Specific areas of study required will be stated in the contract or the DHCFP's Quality Assessment and Performance Improvement Strategy.

3.9.23.2 Data or studies must be submitted by the required due date, and be accurate and complete.

3.9.23.3 Monitoring and tracking of grievance/appeal information are required by due date.

At Delta Dental, we invest significant resources in maintaining and continually enhancing our policies, procedures and automated management information systems to ensure reliable data collection and timely reporting to our customers and government regulatory agencies. Our approach to data reporting and submission focuses on meeting those information needs through accurate data collection, reliable reporting and sound analysis.

As discussed in Proposal Section 3.13, Delta Dental's information technology systems, solutions and tools have been carefully selected to work together cohesively to cover contracted functions and reporting tasks. In regard to data collection and submission of required documents to the DHCFP, Delta Dental commits to the following:

- ***Providing uniform utilization, cost, quality assurance and recipient satisfaction/complaint data on a regular basis in accordance with Quality Assurance Standards, the contract, performance measures and reports;***
- ***Reporting on measures of quality, utilization, recipient satisfaction and access for the contract population;***
- ***Submitting accurate, complete data or studies by the required due date and***
- ***Monitoring and tracking grievance/appeal information by required due dates.***

Delta Dental has identified the following reports related to quality assurance and grievances/appeals:

Report	RFP Reference	Frequency
Report 1 - DBA/Subcontractor Grievance Reporting Form	Attachment T 3.12.1.4, 3.16.3, 3.19.24	Monthly - 10 business days following month end
Report 1 - DBA/Subcontractor Grievance Reporting Form	Attachment T 3.12.1.4, 3.16.3, 3.19.24	Quarterly - 10 business days following quarter end
Report 2 - Notice of Action (NOA) Reporting Form	Attachment T 3.12.1.4, 3.16.3, 3.19.24	Monthly - 10 business days following month end
Report 2 - Notice of Action (NOA) Reporting Form	Attachment T 3.12.1.4, 3.16.3, 3.19.24	Quarterly - 10 business days following quarter end
Report 3 - DBA Appeals Reporting Form	Attachment T 3.12.1.4, 3.16.3, 3.19.24	Monthly - 10 business days following month end
Report 3 - DBA Appeals Reporting Form	Attachment T 3.12.1.4, 3.16.3, 3.19.24	Quarterly - 10 business days following quarter end
Report 4 - Subcontractor's Appeals Reporting Form	Attachment T 3.12.1.4, 3.16.3, 3.19.24	Monthly - 10 business days following month end
Report 4 - Subcontractor's Appeals Reporting Form	Attachment T 3.12.1.4, 3.16.3, 3.19.24	Quarterly - 10 business days following quarter end
Report 5 - DBA Provider Dispute Reporting Form	Attachment T 3.12.1.4, 3.16.3, 3.19.24	Monthly - 10 business days following month end
Report 5 - DBA Provider Dispute Reporting Form	Attachment T 3.12.1.4, 3.16.3, 3.19.24	Quarterly - 10 business days following quarter end
Report 6 - Subcontractor's Provider Dispute Reporting Form	Attachment T 3.12.1.4, 3.16.3, 3.19.24	Monthly - 10 business days following month end
Report 6 - Subcontractor's Provider Dispute Reporting Form	Attachment T 3.12.1.4, 3.16.3, 3.19.24	Quarterly - 10 business days following quarter end
Report 1A - Dental Report, Provider	Attachment T 3.8, 3.16.2, 3.16.4	Monthly - 1st business day of month with a 3-month lag time to allow sufficient time for claims to be processed
Report 1B - Dental Report, Patient	Attachment T 3.8, 3.16.2, 3.16.4	Monthly - 1st business day of month with a 3-month lag time to allow sufficient time for claims to be processed
Report 1C - Dental Report, Service Count and Cost	Attachment T 3.8, 3.16.2, 3.16.4	Monthly - 1st business day of month with a 3-month lag time to allow sufficient time for claims to be processed
Report 1D - Dental Report, Enrollment	Attachment T 3.8, 3.16.2, 3.16.4	Monthly - 1st business day of month with a 3-month lag time to allow sufficient time for claims to be processed
Report 2 - CMS 416 Report	Attachment T 3.8, 3.8.2.3.B, 3.16.2, 3.16.4	Quarterly - 45 days after Federal Fiscal quarter end to the report form
Report 2 - CMS 416 Report	Attachment T 3.8, 3.8.2.3.B, 3.16.2, 3.16.4	Annual - 60 days after Federal Fiscal Year end to the report form

Report 3A - Dental Network Adequacy Report	***Attachment T 3.8, 3.16.2, 3.16.4***	***Quarterly - 45 days after quarter end***
Report 3B - Out of State Services Report	***Attachment T 3.8, 3.16.2, 3.16.4***	***Quarterly - 45 days after quarter end***
Report 4 - Insure Kids Now Dental Provider Network	***Attachment T 3.8, 3.16.2, 3.16.4***	***Quarterly - 1st business day of the month after quarter end***
Recipient Satisfaction	***3.16.5***	***Annual - Prior to 3rd quarter of each contract year***
Provider Credentialing Report (Lists outcome of provider application/credentialing actions)	***3.9.15.5.N, 3.15.21.2.D, 3.15.25.3***	***Within 15 calendar days to Provider Enrollment Unit***
Provider Terminations Report (Lists decredentialed providers, terminations)	***3.6.5.11.B, 3.9.15.6.D, 3.15.21.2.D***	***Within 5 business days to Provider Enrollment Unit***
Access to Services	***3.6***	***Annually***
State Quality Strategy Performance Measures/Summary Utilization Reports	***3.8.2.2, 3.16.2***	***Annually***
Annual IQAP Review	***3.9.8.7, 3.9.9.5, 3.9.14.1.C***	***Annually - 2nd calendar quarter***

For other reports, Delta Dental's understanding is that the frequencies of submission of data and reports will be clarified following contract award. We further understand that the Quality Assurance Standards referenced in RFP 3.9.23 will be documented in the DHCFP's Quality Strategy and, in addition, the required areas of study will be stated in the contract or the Quality Strategy.

3.9.24 PROVIDER DISPUTES AND RESOLUTION

3.9.24 Dispute Resolution

The vendor must adequately staff a provider services unit to handle provider questions and disputes.

3.9.24.1 The vendor must resolve ninety percent (90%) of written, telephone or personal contacts within ninety (90) calendar days of the date of receipt with appropriate follow up to provider.

3.9.24.2 A written record in the form of a file or log is to be maintained by the vendor for each provider dispute to include the nature of it, the date filed, dates and nature of actions taken, and final resolution.

In Delta Dental's proposed organization for the Nevada DBA contract, the Provider Services area is part of the Call Center/Member & Provider Services unit. That functional area – and, specifically, the Call Center – is the primary/initial point of contact for provider questions. While we may become aware of provider disputes (i.e., grievances) via an incoming call or written communication to that unit, most provider disputes are

handled by staff in our Grievances, Appeals & Fair Hearings unit. Delta Dental ensures adequate staffing in both units so that we respond to provider questions and disputes in a timely, efficient and courteous manner and in compliance with applicable RFP requirements.

Most provider questions are resolved during the initial contact (e.g., a call to our Call Center, written correspondence, or face-to-face personal contact). Some questions, however, may require follow-up and/or research. For all provider questions, we commit to resolving 90% of them within 90 calendar days of the date of receipt, with our response to include appropriate follow-up to the provider.

Provider disputes, which are resolved within the RFP-mandated time frames, are discussed in Proposal Section 3.12. (Following contract award, Delta Dental will clarify with the DHCFP to ensure that we have correctly interpreted provider disputes to mean provider grievances.)

Each provider dispute is logged into Macess using a service form. That form captures the provider's name and contact information, the nature of the dispute, the date file, the dates and nature of actions taken, and the final resolution.

3.10 STATE QUALITY ASSESSMENT AND PERFORMANCE IMPROVEMENT STRATEGY

Delta Dental commits to complying with all Nevada DBA program State quality assessment and performance improvement strategy provisions in RFP Subsection 3.10, State Quality Assessment and Performance Improvement Strategy. We describe our approach to meeting the RFP requirements in the sections that follow.

3.10.1 QUALITY ASSESSMENT AND PERFORMANCE IMPROVEMENT STRATEGY

3.10.1 The DHCFP has developed a Medicaid and Nevada Check Up Managed Care Quality Assessment and Performance Improvement Strategy (henceforth, referred to as the Strategy), pursuant to 42 CFR 438. Section E. The State's Strategy has two basic purposes:

3.10.1.1 To ensure compliance with federal and state statutory and regulatory requirements on quality, and

3.10.1.2 To go beyond compliance with the minimum statutory and regulatory requirements by implementing multiple methods for "continuous quality improvement" in order to raise the quality of care provided to, and received by, Medicaid recipients in the state.

Delta Dental has thoroughly reviewed the Division of Health Care Financing and Policy's (DHCFP's) "Quality Assessment and Performance Improvement Strategy" (Quality Strategy) for 2016 – 2017, and we are confident that we understand its purpose and components. As an experienced dental benefits administrator of multiple Medicaid and Children's Health Insurance Programs (CHIPs), we have hands-on knowledge of federal statutory and regulatory requirements on quality – and we take seriously our responsibility to learn and comply with state-specific quality requirements in each of the states in which we administer programs. We recognize that the Quality Strategy is the primary framework for proactively driving quality throughout the Nevada DBA system, and we will be pleased to cooperate fully with the DHCFP to meet its goal of raising the quality of care for Nevada's Medicaid recipients.

DHCFP's emphasis on continuous quality improvement (CQI) is closely aligned with Delta Dental's ongoing commitment to CQI and quality assessment and performance improvement (QAPI). Historically and for our current contracts, our quality programs are characterized by:

- ***Customization to each state's rules/regulations and each customer's specific contract requirements;***
- ***QAPI program manuals that document our processes and reflect CQI principles and applicable National Committee on Quality Assurance (NCQA) and other recognized standards for the quality of dental health care services;***
- ***Clear descriptions of the roles and responsibilities of staff who ensure quality of care and services;***

- ***Identification of program priorities including, but not limited to, provider credentialing, professionally accepted standards of care, and utilization review and***
- ***Leadership by experienced, well-qualified dental directors or other designated individuals.***

For more information on how our quality programs will successfully support the DHCFP's goals, see Proposal Section 3.8, Quality Assurance Standards and Proposal Section 3.9, Standards for Internal Quality Assurance Programs.

3.10.2 PURPOSE

3.10.2 The purpose of this quality strategy is to:

3.10.2.1 CFR 438 Section E – State Responsibilities

A. Have a written strategy for assessing and improving the quality of PAHP services offered by the DBA (vendors);

B. Obtain the input of recipients and other stakeholders in the development of the strategy and make the strategy available for public comment before adopting it to final;

C. Ensure that the vendors comply with standards established by the DHCFP;

D. Conduct periodic reviews to evaluate the effectiveness of the strategy, and update the strategy at a minimum of every three years or, as needed;

E. Submit to CMS one (1) copy of the initial strategy, and a copy of the revised strategy whenever significant changes are made, and two (2) regular reports on the implementation and effectiveness of the strategy; and

F. The DHCFP will approve the Strategy and maintain ultimate authority for overseeing its management and direction. The vendor is also required to participate in quality initiatives that align with the goals and objectives identified in the DHCFP's Performance Measures, as defined in the DHCFP budget. The Strategy is in two parts: an overriding conceptual program and an annual Work Plan.

3.10.2.2 CFR 438.330– Elements of State Quality Strategies

Quality of care activities will be monitored through information obtained in a quarterly DBA Care Coordination Report. These activities may include monitoring and technical assistance through site visits to the vendor, Chart audits, phone calls, etc. The DHCFP may validate the DBA Care Coordination

report and may conduct a more in-depth review and/or request additional information.

A. The Strategy incorporates procedures that:

1. Assess the quality and appropriateness of care and services furnished to all of the DHCFP dental program recipients enrolled with the vendor;

DHCFP Responsibilities to Develop, Monitor and Comply with the Quality Strategy

Delta Dental acknowledges the DHCFP's responsibilities regarding the development, monitoring of and compliance with the Quality Strategy, as listed in Request for Proposal (RFP) Subsections 3.10.2.1 and 3.10.2.2.A.1. To help ensure that the DHCFP meets those responsibilities successfully and in a timely manner, we commit to:

- ***A comprehensive review of the Quality Strategy by all Delta Dental staff engaged in QAPI activities immediately following contract award and on an as-needed ongoing basis (to include review of document updates, revisions, and related reports throughout the contract term);***
- ***Participation and cooperation with the DHCFP and its designated external entities regarding quality initiatives and standards identified by DHCFP;***
- ***Timely responsiveness to questions from the DHCFP and any designated external entities regarding quality of care activities and***
- ***Ongoing support of the DHCFP's compilation of its quarterly DBA Care Coordination Report (e.g., through site visits, audits and phone calls).***

Cultural Competency Plan

2. Require the vendor to develop a cultural competency plan that will include methods to encourage culturally-competent contact between recipients and providers, staff recruitment, staff training, translation services, and the development of appropriate health education materials. The vendor is responsible for promoting the delivery of services in a culturally competent manner, solely determined by the DHCFP, to all recipients including those with limited English proficiency (LEP) and diverse cultural and ethnic background. The vendor will develop methods to collect report and identify the race, ethnicity and primary language spoken of each enrolled recipient. The vendor will track primary language information in the health plans' customer services systems. The DHCFP will provide race and ethnicity and primary language spoken data for the Medicaid population to the vendor(s) through a monthly interface. The vendors may alert the DHCFP, as part of the demographic update interface with DWSS NOMADS system, of any known discrepancies in the race and ethnicity or primary language data they receive from the DHCFP. This data will be utilized to gather baseline data and will lead to the

development of a Performance Improvement Projects (PIP) or quality improvement project. Such a project will incorporate data from the State enrollment file according to the race and ethnicity categories as defined by CMS. The data will be used to generate stratified reports as recommended by the Centers for Medicare and Medicaid Services (CMS) and compliant with the Health Insurance Portability and Accountability Act (HIPAA) for race and ethnicity categories to identify disparities. The vendor's will organize interventions specifically designed to reduce or eliminate disparities in health care;

Delta Dental places a high priority on cultural competency training to ensure that all members – regardless of culture, ethnicity, language, literacy level, religion or disability – receive the same high- quality level of services. Our well-established cultural competency program meets Delta Dental's corporate commitment to excellence in this area.

For the Nevada DBA program, we will focus our efforts on the following activities:

- ***We will update our Cultural Competency Plan, which details the methods we use to serve people with varying cultural, ethnic and religious backgrounds, as well as those members who have disabilities and/or language or literacy barriers that impede their access to dental services.***
- ***In conjunction with updating the Cultural Competency Plan, we will review all applicable processes and procedures to confirm that members with limited English proficiency are effectively informed and can have meaningful access (both orally and in writing) to programs, benefits and activities in their primary language.***
- ***We will identify network providers who may be having difficulty serving members in a culturally competent manner and develop intervention strategies to prevent service delivery disparities.***

Delta Dental recognizes that Medicaid and CHIP recipients have the right to quality health care regardless of their age, sex, ethnicity, religion, disabilities or ability to understand the English language. We help limited English proficiency (LEP), hearing-impaired and sight-impaired recipients obtain the best, most appropriate dental care possible through our well-established cultural competency plan that encourages culturally competent contact between recipients and providers, staff recruitment and training, translation services, and the development of appropriate health education materials.

We have three comprehensive enterprise-wide linguistic accessibility policies: "Language Assistance Program," "Language Assistance Program – Network Provider Services" and "Language Assistance Program – Translation of Delta Dental Documents." Collectively, these three policies address the following functions:

- ***Assessing the need for language assistance in each dental plan/program;***
- ***Providing language assistance services to LEP individuals;***
- ***Communicating about language assistance services to internal staff and plan/program providers, recipients and stakeholders;***
- ***Coordinating the interaction of providers in support of the provision of language assistance services;***

- ***Training internal staff on cultural diversity, cultural competency, effective interaction with individuals needing assistance, and procedures for obtaining assistance;***
- ***Monitoring and evaluating compliance with the language assistance program and modifying it as appropriate;***
- ***Developing the organizational infrastructure to provide language assistance services;***
- ***Translating documents to support language assistance services and***
- ***Applying language assistance requirements to Delta Dental dental plans/programs as appropriate and in compliance with applicable laws and regulations.***

Staff Recruitment and Training

Delta Dental recruits staff whose experience and skills best meet each position's specific requirements. For example, we look for staff who are bilingual in English and Spanish to help meet the needs of Spanish-speaking recipients in our California Medicaid Dental Program (Denti-Cal). All Delta Dental staff learn about language assistance services through cultural competency training, which is required upon hire and annually thereafter. The training addresses the processes and procedures to help program recipients access services and, in addition, emphasizes the right of recipients to receive interpretive and translation services upon request and at no charge to them. Staff assigned to the Nevada DBA programs will also receive contract-specific training on cultural competency and linguistic access.

Oral Interpretation Services

Delta Dental offers the following oral interpretation services:

- ***Bilingual and Multilingual Interpreting Services – Our Call Center staff include representatives who are bilingual in English and Spanish. For communicating with recipients in languages other than English and Spanish, we use Language Line Services, Inc., a vendor that provides instant two-way interpretation for most spoken languages. To access the service, a Call Center representative calls the toll-free Language Line number and requests the desired language. A three-way call is then established among the caller, the interpreter and the Call Center representative.***
- ***Sign Language Services – We offer hearing-impaired recipients the services of American Sign Language (ASL) interpreters through a telecommunications video relay service and/or video remote interpreter that supports communication via video desktop, live Internet and mobile devices. If a recipient needs ASL interpreting services at a dental appointment, we document the request using an ASL Interpreter Request form and make arrangements for the interpreter to be at the dental office at the scheduled time. We ask the recipient for 24-hour advance notice if he or she needs to cancel the dental appointment.***
- ***711 Service – Accommodations for visually impaired and blind recipients are available by calling 711, the Telecommunications Relay Service.***

Written Translation Services

All recipient educational materials and other vital documents – such as complaint forms, notices of action, grievance/administrative hearing information, and outreach materials – will be available to Nevada DBA recipients in English and any prevalent non-English

languages as determined by the DHCFP. If the DHCFP identifies any other prevalent languages (typically defined as a language spoken by more than 5% of recipients in a designated geographic area), we will have recipient materials translated into those languages by an approved translation vendor.

Delta Dental recognizes that the readability of recipient materials affects his or her success in understanding not only the dental program's benefits and rules, but also the importance of routine dental care. Factors influencing recipient comprehension of and interest in reading materials include, but are not limited to, print legibility, type size, word complexity and sentence complexity. For the Nevada contract, we will develop recipient informational and educational materials at no higher than an eighth-grade reading level and in an appealing, conversational tone with culturally, linguistically and age-appropriate language, phrases and examples.

For more information on Delta Dental's approach to ensuring access to interpretative and translation services, see Proposal Section 3.5, Recipient Services.

Provider Training

To determine whether our provider network is serving diverse population groups in a culturally competent manner, Delta Dental QA staff carefully review all member complaints to identify issues that may indicate the need for a provider to receive cultural competency training. In addition, CSRs and provider relations representatives may have interactions with providers that result in recommendations for such training.

If we identify a provider who is having difficulty meeting cultural competency standards and we determine that intervention is appropriate, a provider relations representative can offer one-on-one counseling at the provider's office. We will make all of our cultural competency resources available to that provider – doing whatever it takes to help him or her meet required cultural competency standards and participate successfully in the network.

Cultural competency training options available to all providers include the following:

- ***Cultural competency workshops are routinely offered to all interested providers. Our experience has been that many providers attend and benefit from these workshops.***
- ***Providers are encouraged to take advantage of our cultural competency training resources. For example, Delta Dental offered on-line cultural competency training on our Texas CHIP Dental Services Program website and proposes to include this same training for our Medicaid providers. On-line training gives providers the flexibility to schedule self-directed classes to accommodate their schedules.***
- ***The provider enrollment packet includes educational materials on cultural competency, as well as bilingual glossaries of dental terminology. Delta Dental ensures that all providers have free access to Language Line, and we make interpreters available to providers on request.***
- ***We include cultural competency guidelines and/or resources in new provider orientations, the provider training program, provider bulletins and newsletters and the Provider Manual.***

Use of Race, Ethnicity and Primary Language Data

Delta Dental understands that we will receive data from the DHCFP on recipients' race, ethnicity and primary language on a monthly basis. If we identify discrepancies in those data, we will notify the DHCFP through its designated demographic update interface system.

We will use the race, ethnicity and primary language data to help us develop performance improvement projects (PIPs) and quality improvement projects specifically designed to reduce or eliminate disparities in dental health care. We will also use the data to generate stratified reports of race and ethnic disparities as recommended by the Centers for Medicare and Medicaid Services (CMS) and compliant with the Health Insurance Portability and Accountability Act (HIPAA).

Delta Dental has extensive experience developing PIPs and quality improvement projects for other government-sponsored dental plans. For example, we are currently developing a prenatal outreach project for Denti-Cal that educates recipients on the importance of good oral hygiene from birth and the serious negative consequences of transmitting dental caries between family members and infants. Based on enrollment and utilization data, we have identified the need for materials and communication channels that appeal specifically to Hispanic and Latino cultures – and, consequently, we are creating educational materials targeted for those audiences and disseminated through appropriate media (e.g., Spanish radio stations). One of the project's goals is to increase the number of expectant Hispanic and Latino mothers' annual dental visits, which we anticipate may reduce the disparity between that demographic group and Caucasian expectant mothers who access that dental service.

Additional DHCFP Responsibilities

3. Monitor and evaluate the contracted vendors' compliance with the standards. It will include a description of how the DHCFP will complete this monitoring in line with the Strategy;
4. Arrange for external quality reviews including a description of the annual independent external quality review of the timeliness, outcomes, and accessibility of the services covered under each vendor contract. This section should include but is not limited to a broad description of calculating measures or designing performance improvement projects;
5. That designates the performance measures and levels developed by CMS in consultation with States and other relevant stakeholders;
6. Designates an information system that supports the initial and ongoing operation and review of the DHCFP's quality strategy;
7. Designates a description of how the DHCFP uses intermediate sanctions in support of its quality strategy. These sanctions meet the requirements specified in 42 CFR 438 Subpart I. The DHCFP's description specifies its methodology for using sanctions as a vehicle for addressing identified quality of care problems; and

8. Identifies standards, at least as stringent as those in 42 CFR Parts 438 for access to care, structure and operations, and quality measurement and improvement.

As noted in RFP 3.10.2.2.A.3 – 3.10.2.2.A.8, Delta Dental acknowledges that the DHCFP's Quality Strategy responsibilities include the following:

- ***Monitoring and evaluating our compliance with their quality standards;***
- ***Arranging for external quality reviews to be conducted annually on the timeliness, outcomes and accessibility of Delta Dental's services and to include, but not be limited to, calculating measures or designing PIPs;***
- ***Designating the performance measures and levels developed by CMS in consultation with other states and relevant stakeholders;***
- ***Designating an information system that supports the initial and ongoing operation and review of the DHCFP's quality strategy;***
- ***Designates a description of how the DHCFP uses intermediate sanctions to support its quality strategy, with the sanctions meeting applicable CFRs and specifying the methodology for using sanctions to address quality of care problems and***
- ***Identifying standards at least as stringent as those applicable CFRs related to access to care, structure and operations, and quality measurement and improvement.***

We reiterate to the DHCFP our 100% commitment to helping Nevada Medicaid implement its Quality Strategy as efficiently and effectively as possible. As discussed in Proposal Sections 3.8 and 3.9, we have the experience and resources to conduct and/or support a comprehensive array of quality activities. Not only do we have well-documented QAPI processes that can be customized for Nevada, but our staff have hands-on expertise in implementing and administering multiple government-sponsored dental programs. We look forward to discussions with the DHCFP about how we might contribute that expertise to the success of its Quality Strategy for the delivery of Nevada DBA dental services.

3.11 FISCAL REQUIREMENTS

Delta Dental commits to complying with all Nevada DBA program fiscal provisions in RFP Subsection 3.11, Fiscal Requirements. We describe our approach to meeting the RFP requirements in the sections that follow.

3.11.1 VENDOR FISCAL STANDARDS

3.11.1 Vendor Fiscal Standards

The State of Nevada Division of Insurance (DOI) regulates the financial stability of all certified vendors. The vendor must comply with all DOI standards in addition to the PAHP standards described in this section.

Delta Dental possesses the financial wherewithal to carry out each and every provision of the Nevada DBA contract. We understand that the State of Nevada Division of Insurance regulates the financial stability of all certified vendors and we commit to complying with all DOI standards in addition to the PAHP standards described in this section.

Through stringent internal controls, well-maintained procedures and proven methodologies, Delta Dental has always met the financial obligations of our contracts. A large part of our continued success in administering government programs is our ability to provide cost-effective, high-quality services along with the flexibility required to meet the ever-changing needs of our customers. We have earned a reputation for being conservative – strategically moving forward with planned, measured risk for growth and investment. In the six decades since our founding, we have continued to sustain dynamic growth in both the commercial and government sectors of dental health care through sound financial management and astute contract administration. Our exceptionally strong financial position supports this growth.

The figures reported in Delta Dental Insurance Company's financial statements and those of our parent company, Delta Dental of California, confirm our strong financial position and validate our financial solvency. The following are highlights from Delta Dental's most recent audited, consolidated financial statements for the period ending December 31, 2015:

- ***Administrative expenses were 11% of our total revenues.***
- ***Cash, temporary investments and marketable securities totaled more than $1.6 billion, 71% of total assets.***
- ***The ratio of total liabilities to total assets was 1:1.70.***
- ***Fifty-seven percent (57%) of marketable securities are due within five years.***
- ***Our 2015 financial results exceed those experienced for the same period in 2014, with a 13% increase in general reserves.***

Based on unaudited financial data, results in 2016 are projected to be similarly favorable. The combination of Delta Dental's assets, capital and general reserves compared to liabilities, revenues and short-term investments demonstrates that we have the financial resources to administer and sustain Nevada DBA program operations.

3.11.2 PERFORMANCE SECURITY DEPOSIT

3.11.2 Performance Security Deposit

The vendor must provide a performance security deposit in the form of a bond furnished by a surety company authorized to do business in the State of Nevada to the DHCFP in order to guarantee payment of the vendor's obligations under this contract. The performance security deposit may be utilized by the DHCFP to remedy any breach of contract or sanctions imposed on the vendor.

3.11.2.1 An initial deposit of $4,000,000 must be deposited within ten (10) business days following award of the contract to the vendor, as stated in the Attachment E ~ Insurance Schedule. This amount must be reviewed at the end of the first quarter of the contract period and may need to be increased or decreased to equal the actual required security deposit amount.

The amount of the performance security deposit shall be equal to one hundred and ten percent (110%) of the highest month's total capitation amount in the first quarter or four million dollars ($4,000,000), whichever is greater. This must be deposited with the State Treasurer within fifteen (15) calendar days after the end of the first quarter of the contract. The total capitation amount is the sum of all capitation payments for all recipients for the month.

3.11.2.2 After the initial year of the contract the DHCFP will require the vendor to increase the performance security deposit amount to reflect an amount equal to one hundred and ten percent (110%) of the preceding year's highest month's total capitation payment or four million dollars ($4,000,000), whichever is greater.

3.11.2.3 Vendors submitting performance security to the State of Nevada in the form a surety bond must utilize a company that meets the following listed requirements:

A. A.M. Best A-VII rated insurance company;

B. Certified by the Department of Treasury, Financial Management Services for Nevada; and

C. Licensed by the Nevada Department of Business and Industry, Division of Insurance.

3.11.2.4 The vendor must maintain the performance security deposit after the contract term for a length of time to be determined by the DHCFP in order to cover all outstanding liabilities.

In accordance with RFP requirements, Delta Dental will provide a performance security deposit in the form of a bond furnished by a surety company authorized to do business in the State of Nevada to the DHCFP in order to guarantee payment of our obligations under this contract. We understand and acknowledge that the DHCFP may utilize this performance security deposit to remedy any breach of contract or sanctions imposed on Delta Dental.

In submitting performance security to the State of Nevada in the form of a surety bond, Delta Dental will utlize a company that is:

- ***A.M. Best A-VII rated insurance company;***
- ***Certified by the Department of Treasury, Financial Management Services for Nevada and***
- ***Licensed by the Nevada Department of Business and Industry, Division of Insurance.***

The performance bond will be in the form prescribed by the State, naming the State as obligee, securing our faithful performance of the terms and conditions of this contract. Delta Dental Insurance Company intends to purchase the required performance bond in the amount of $4,000,000, to be issued by Safeco Insurance Company of America, a surety licensed by the Nevada Department of Business and Industry, Division of Insurance. The bond will specify cash payment as the sole remedy.

We will make an initial deposit of $4,000,000 within 10 business days following award of the contract to Delta Dental. We understand and acknowledge that the DHCFP will review this amount at the end of the first quarter of the contract period and that the amount may need to be increased or decreased to equal the actual required security deposit amount. We also understand and acknowledge that following the end of the first quarter, the amount of the performance security deposit is equal to 110% of the highest month's total capitation amount in the first quarter or $4,000,000, whichever is greater. Delta Dental will deposit this amount with the Nevada State Treasurer within 15 calendar days after the end of the first quarter of the contract. We understand and acknowledge that the total capitation amount is the sum of all capitation payments for all recipients for the month.

After the initial year of our contract, we understand and acknowledge that the DHCFP will require Delta Dental to increase the performance security deposit amount to reflect an amount equal to 110% of the preceding year's highest month's total capitation payment or $4,000,000, whichever is greater.

Delta Dental will hold and maintain the required performance security deposit in the form of a bond with a one-year term in accordance with RFP requirements. We will renew this bond each year, no later than the first day of each subsequent State Fiscal Year. We will maintain the performance security deposit after the contract term for a length of time to be determined by the DHCFP in order to cover all outstanding liabilities.

3.11.3 VENDOR LIABILITY

3.11.3 Vendor Liability

The requirements set forth below shall be included in all subcontracts.

3.11.3.1 The vendor must ensure that its recipients are not held liable for any of the following:

A. The vendor's debts, in the event of the vendor's insolvency;

B. For services provided to the recipient in the event of the organization failing to receive payment from the State for such services;

C. For services provided to a recipient in the event a health care provider with a contractual, referral, or other arrangement with the vendor fails to receive payment from the state or the organization for such services; or

D. Payments to a provider who furnishes covered services under a contractual, referral, or other arrangement with the vendor in excess of the amount that would be owed by the recipient if the vendor had directly provided the services.

3.11.3.2 To ensure continuation of services to recipients during insolvency pursuant to the Center for Medicare and Medicaid State Medicaid Manual (SMM) 2086.6.B.

Delta Dental understands and acknowledges all vendor liability requirements. Delta Dental's contracts with our network providers include requirements ensuring that recipients are not held liable for:

- ***Delta Dental's debts, in the event of Delta Dental's insolvency;***
- ***For services provided to the recipient in the event of the organization failing to receive payment from the State for such services;***
- ***For services provided to a recipient in the event a health care provider with a contractual, referral, or other arrangement with Delta Dental fails to receive payment from the state or the organization for such services or***
- ***Payments to a provider who furnishes covered services under a contractual, referral, or other arrangement with Delta Dental in excess of the amount that would be owed by the recipient if Delta Dental had directly provided the services.***

Delta Dental's provider contracts also contain language that ensures continuation of services to recipients in the event of insolvency pursuant to the CMS State Medicaid Manual (SMM) 2086.6.B.

3.11.4 PAYMENT OF CLAIMS

3.11.4 Payment of Claims

3.11.4.1 The vendor shall be responsible for paying all claims for properly accessed and, if necessary, authorized covered services provided to enrolled recipients on dates of service when they were eligible for coverage unless the services are excluded under the DHCFP PAHP contract or the Nevada Medicaid State Plan. The vendor will adjudicate and pay all claims in accordance with state and federal statutes and regulations. Not meeting all federal requirements, including those for timely claims payment, may be considered a breach.

One of Delta Dental's fundamental responsibilities is to process claims accurately and pay providers in a timely manner. Delta Dental has a long history of meeting or exceeding both state and federal standards for processing timeliness. We know that exemplary performance can only be achieved through a methodical process that ultimately results in well-configured systems and knowledgeable staff. We use reporting mechanisms such as dashboard reports to measure our performance on a daily basis. In addition, we continuously monitor claims processing times and other key performance metrics.

Our staff who are responsible for managing electronic claims submission are familiar with the file submission and processing requirements that contribute to achieving accuracy and timeliness standards. Similarly, our claims operations management team understands the fluctuations in claims receipts that occur based on days of the week, weeks of the month and seasons. Our management approach and staffing plan take these critical factors into account. We make immediate adjustments to assignments, workloads and/or other aspects of processing, as needed.

To process claims for the Nevada DBA program, Delta Dental will use our MetaVance claims processing system – a fully integrated enterprise claims processing system that allows us to efficiently administer dental programs across multiple lines of business. MetaVance includes functionality to support prompt and accurate payment of claims, adjustments and corrections, special processing procedures and preauthorization requests. Further, it can fully support all data collection and automated report generation requirements of the Nevada DBA program. Our system is designed to accept both paper and electronic claim submissions. MetaVance enforces program policy through the application of edits and audits that will be designed to reflect DHCFP rules.

Whether received on paper or electronically, all claims are numbered and tracked through the automated processing system. A unique document control number (DCN) is assigned to each claim and contains the receipt date, document type and sequence number. The receipt date within the DCN is used to calculate the processing time from receipt to final determination of payment. All paper documents are scanned to digital format, which enables immediate on-line user access to electronic document images. Following the scanning process, claim data is entered into the system, recipient and provider information is verified and the record is subjected to a series of automated

system edits and audit. The characteristics and functions of these edits and audits are described below.

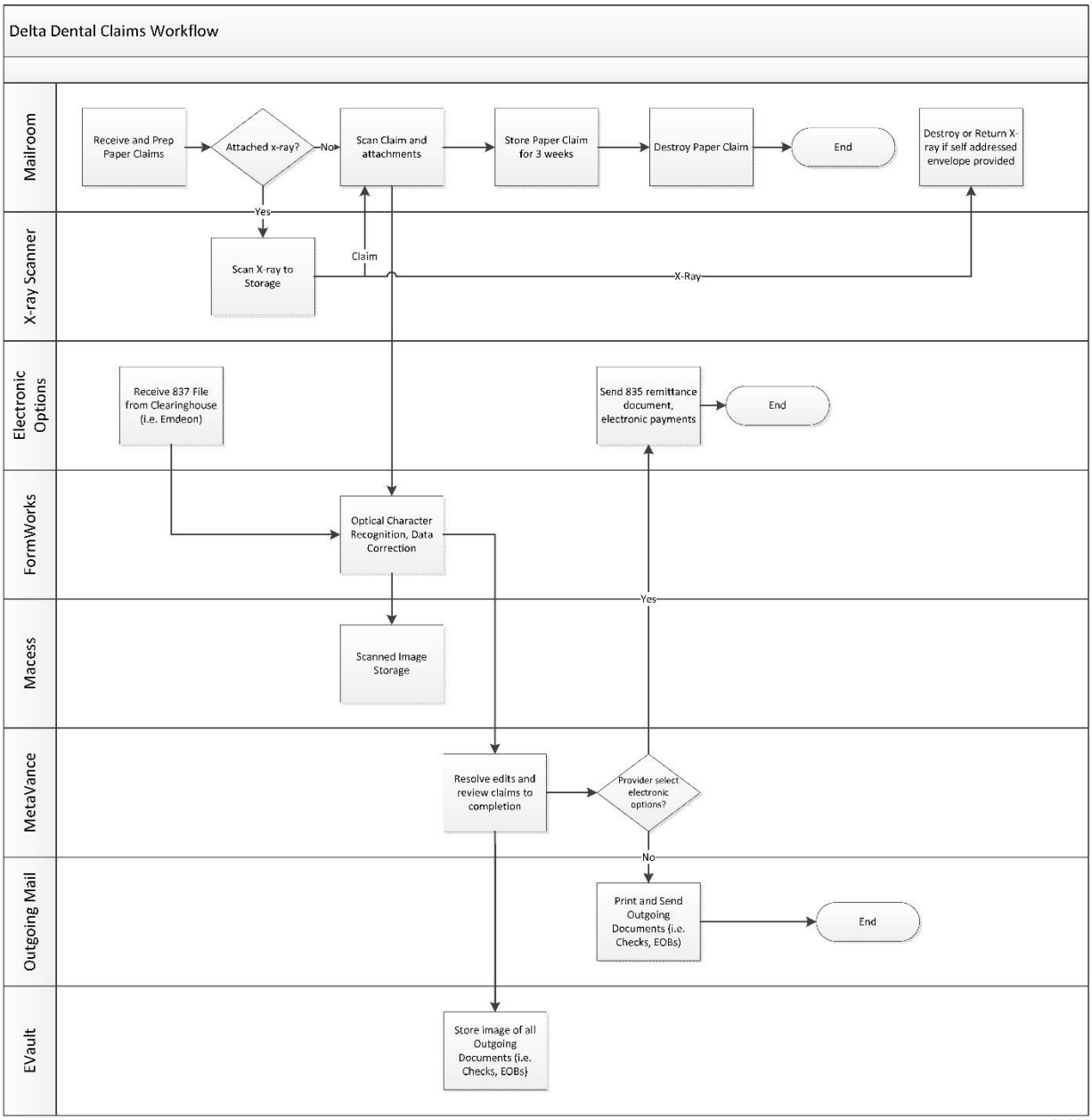
We adhere to a first-in-first-out (FIFO) processing approach in which the date of receipt establishes processing priority. Similarly, automated processes use the date of receipt to track and report on the aging of claims. Claims that do not auto-adjudicate in MetaVance suspend into our work management system, where they are reviewed by claims examiners on a FIFO basis. Edit errors are resolved and processing continues.

Inventory reports are generated by the system and reviewed frequently throughout each day to ensure prompt movement of claims through all stages of processing. Because unique transaction identifiers (including the Julian date of receipt) are maintained for the life of the claim – and reports and other monitoring tools use the identifier for tracking purposes – it is immediately apparent to Claims Processing managers if any claims are at risk of exceeding timely processing performance standards. We make immediate adjustments to workloads or other aspects of processing if we detect even the slightest sign of performance decline.

We use FormWorks to perform Optical Character Recognition/Intelligent Character Recognition (OCR/ICR). This converts the scanned images into electronic claims, which MetaVance can edit, search and store efficiently. In addition to its OCR/ICR functionality, FormWorks includes performance monitoring features that support web-based workflow management. This assists us in controlling claims processing cycle time and other performance metrics. Through the use of these sophisticated performance monitoring tools, we are able to address issues early and resolve them before they result in noncompliance with contractual performance standards.

The key features of Delta Dental's claims processing methodology are depicted in the following exhibit, Claims Processing Workflow.

EXHIBIT 3.11-1, CLAIMS PROCESSING WORKFLOW



NV16_003

With MetaVance, we have a proven solution that enables us to receive and adjudicate claims in full compliance with the processing performance standards of our Medicaid, Children's Health Insurance Program (CHIP) and other government program contracts. During the start-up period, we will fully test all system processes to ensure that they operate correctly in the Nevada DBA program environment. We will obtain DHCFP approval of claims processing system processes prior to commencement of the contract operations period.

Ensure Third Party Liability Has Been Billed

3.11.4.2 In cases where third party liability is known, the vendor must ensure that third party liability has been billed and processed prior to paying the claim.

If the DHCFP notifies us that a program recipient has TPL of any kind, our system has the capability to prevent payment for claims on behalf of that recipient. Typically, the means for relaying this information to the claims processing system is through the eligibility/enrollment file. The claims processing system interfaces with the eligibility file using edits to determine whether or not the recipient has TPL.

Provider Payment and Data Reporting

3.11.4.3 The vendor must have a claims processing system and Management Information System (MIS) sufficient to support the provider payment and data reporting requirements specified in the contract. In addition, the vendor shall have the capability to electronically accept and adjudicate claims.

Delta Dental has the necessary hardware, software, networks, and communications systems in place to ensure a smooth transition and delivery of services for the Nevada DBA program. Delta Dental's Management Information System (MIS) is comprised of a robust dental payor application, electronic document management solution (EDMS), provider management system, customer relationship management (CRM) and workflow application, and a data warehouse with business intelligence application in conjunction with various network, security, utility and support software.

Delta Dental's information technology systems, solutions and tools have been carefully selected to work together cohesively to produce an enterprise solution suite that covers all tasks needed to provide for contracted functions and reporting. Each system, solution, or tool is maintained to stay current as appropriate for its use and integration with other systems; Delta Dental's dedicated IT staff monitor the systems and stay abreast of required updates and patches to ensure that the complete solution supports the administration and business of dental benefit insurance for our customers and their recipients.

Delta Dental uses the MetaVance Administration and Finance (MetaVance) system that was developed by Hewlett Packard Enterprise (HPE) for claims processing. MetaVance is a fully integrated system that allows us to efficiently administer dental programs across multiple lines of business. MetaVance supports functions to electronically accept and adjudicate claims, receive and process encounter data, generate claims and encounter reports, and perform file transfers and reconciliation services.

Our claims operations include document management (i.e., mailroom, data entry, scanning and data correction), claims adjudication and claims adjustments. This function is managed by Delta Dental's dental director, under the leadership of the vice president. Claims adjudication staff must undergo four months of on-the-job training

before assuming their positions. Professional review, which may be performed only by licensed dentists, is coordinated by the dental director.

Timely Filing

3.11.4.4 The vendor must allow network and non-network providers to submit an initial claim for covered services. The vendor must allow all in-state network providers to submit claims for reimbursement up to one hundred eighty (180) days from the last date of service and out of state providers three hundred sixty-five (365) days from the last date of service unless a shorter time period is negotiated. The vendor's claims payment system must use standard claim forms.

Delta Dental will allow network and non-network providers to submit claims for covered services. Delta Dental will follow timely claims filing guidelines according to RFP requirements:

- ***In-state network providers may submit claims up to 180 days from the last date of service and***
- ***Out of state providers may submit claims no later than 365 days from the last date of service unless a shorter time period is negotiated.***

Delta Dental's claims payment system accept claims submitted using standard paper claim forms (e.g., the 2012 American Dental Association (ADA) claim form) and electronic claim formats (e.g., HIPAA 837D).

Timely Claims Payment

3.11.4.5 The vendor must meet the requirements for timely claims payment in 42 CFR 447.45d (2) and (d) (3) and abide by the specifications of 447.45(d) (5) and (d) (6). The vendor must pay ninety-five percent (95%) of all clean claims from practitioners, who are in individual or group practice or who practice in shared health facilities, within thirty (30) calendar days of the date of receipt. The vendor must pay ninety-nine percent (99%) of all clean claims from practitioners, who are in individual or group practice or who practice in shared health facilities, within ninety (90) calendar days of the date of receipt.

The date of receipt is the date the vendor receives the claim as indicated by the date stamp on the claim and the date of payment is the date of the check or other form of payment.

One of Delta Dental's fundamental responsibilities is to process claims accurately and pay providers in a timely manner. Delta Dental has a long history of meeting or exceeding both state and federal standards for processing timeliness. We know that exemplary performance can only be achieved through a methodical process that ultimately results in well-configured systems and knowledgeable staff. We use reporting mechanisms such as dashboard reports to measure our performance on a daily basis. In

addition, we continuously monitor claims processing times and other key performance metrics.

Our staff who are responsible for managing electronic claims submission are familiar with the file submission and processing requirements that contribute to achieving accuracy and timeliness standards. Similarly, our claims operations management team understands the fluctuations in claims receipts that occur based on days of the week, weeks of the month and seasons. Our management approach and staffing plan take these critical factors into account. We make immediate adjustments to assignments, workloads and/or other aspects of processing, as needed.

Delta Dental measures claims processing time from the date of receipt (as indicated by its date stamp on the claim) and the date of payment (as indicated on the date of the check or other form of payment). As defined in 42 CFR Section 447.45(b), a clean claim "means one that can be processed without obtaining additional information from the provider of the service or from a third party." Delta Dental commits to meeting and/or exceeding the following RFP standards throughout the term of the contract:

- ***95% of clean claims paid within 30 days and***
- ***99% of clean claims paid within 90 days.***

Delta Dental's systems and processes are fully capable of meeting these requirements (and in accordance with 42 CFR 447.45 (d) (2) and (d) (3) and abiding by the specifications of 447.45 (d) (5) and (d) (6)) and we commit to do so throughout the term of the Nevada DBA contract. Presented in the Exhibit below, Clean Claims Processing Experience, are actual 2016 (Year-To-Date (YTD) through November) claims processing results that illustrate our capability to meet and exceed these two performance standards.

EXHIBIT 3.11-2, CLEAN CLAIMS PROCESSING EXPERIENCE

	Percentage of Clean Claims Paid Within 30 Days of Receipt	Percentage of Clean Claims Paid Within 90 Days of Receipt
Nevada DBA Program Standard	95%	99%
2016 Actual Performance	98%	100%

Written Policies and Procedures

3.11.4.6 The vendor must have written policies and procedures for processing claims submitted for payment from any source and shall monitor its compliance with these procedures.

Delta Dental applies policies and procedures to ensure that claims processing requirements are validated for every claim. This is accomplished through a combination of automated system edits/audits and paraprofessional and professional review of claims that fail the system verification. Delta Dental's claims processing department documents written policies and procedures for processing claims in the Claims Processing Manual.

The Claims Processing Manual includes policies and procedures for claims submitted from any source.

Most claims are processed automatically based on claims processing rules and parameters. Claims that cannot be resolved within the system are suspended for manual review by claims adjudication or professional staff. Dental consultants (licensed dental clinicians) review the diagnostic information on the claim and any associated radiographs to determine if services are medically necessary and in accordance with program policies and procedures. For procedures that required service authorization, Delta Dental staff perform a review to determine if services were completed as authorized.

Delta Dental permits claims examiners to approve services if they can do so based on the documentation submitted on or with the claim and according to the Claims Processing Manual. If, however, the claims examiner is unable to make a determination, the document is routed to a licensed dental consultant. Only dental consultants are allowed to modify or deny on the basis of medical necessity.

Our Quality Management (QM) team has implemented compliance audits to evaluate claims processing results for completeness, correctness and timeliness. This internal audit determines compliance with defined standards and contract requirements, enabling the QM team to consult with claims operations staff to actively look for ways to improve claims processing effectiveness and efficiency.

Compliance audits are performed according to industry standards for statistical sampling with a confidence level of 95% for both individual and process reviews. Additionally, process audits are evaluated from a "start to finish" perspective. This means that each claim is traced through every step of the adjudication process to evaluate the effectiveness of the various functions along the way, including incoming mailroom, scanning, data correction, paraprofessional review, dental consultant review and outgoing mailroom. The accuracy of the automated adjudication and routing is also evaluated to ensure it is working as intended.

Duplicate and Unbundled Claims

3.11.4.7 The vendor's claims processing system must ensure that duplicate claims are denied. In addition, this system must include edits to not allow for unbundling and the ability to pay certain State or local government providers the federal share only.

The MetaVance system contains a series of configurable edits and audits that are automatically applied to examine claim data.

Edit processes are used to determine if claims comply with applicable program policies. Edits are used to examine claim characteristics such as the following:

- ***Completeness and validity of data on the claim;***
- ***Timely submission of the claim by the provider;***
- ***Consistency between the services shown on the claim and the age of the participant;***

- ***Participant and provider eligibility, including eligibility on the date of service;***
- ***Prior receipt and status of service authorization, if applicable and***
- ***Program coverage for the procedure code being billed.***

Audits are automated comparison checks of data on a claim against historical records, and other current records, to determine if:

- ***The service billed on the claim duplicates one previously adjudicated;***
- ***The services billed on the claim do not represent "unbundled" services and***
- ***The service on the claim exceeds frequency limitations established by the program.***

The edits and audits are performed in a specific order that detects basic, easy-to-identify errors before claims are passed on for more complex, labor-intensive types of review such as medical necessity.

MetaVance also contains configurable payment parameters that allow Delta Dental to customize payment rates based on characteristics that include provider type, service type, recipient aid category, and so forth, as well as combinations of those characteristics. Delta Dental will configure MetaVance to pay certain State or local government providers the federal share only.

Interest

3.11.4.8 The vendor agrees to the terms of any contract entered into as a result of this RFP to pay interest to a provider of dental services on a claim that is not paid within the time provided in the contract or agreement at a rate of interest equal to the prime rate at the largest bank in Nevada, as ascertained by the Commissioner of Financial Institutions, on January 1 or July 1, as the case may be, immediately preceding the date on which the payment was due, plus six percent (6%). The interest must be calculated from thirty (30) days after the date on which the claim is approved until the date on which the claim is paid.

Delta Dental agrees to pay interest to a provider of dental services for a claim that is not paid within the time provided in the contract or agreement, at a rate of interest equal to the prime rate at the largest bank in Nevada, as ascertained by the Commissioner of Financial Institutions, on January 1 or July 1, as the case may be, immediately preceding the date on which the payment was due, plus 6%. We will calculate interest from thirty (30) days after the date on which the claim is approved until the date on which the claim is paid.

Alternative Payment Schedule

3.11.4.9 The vendor and its providers may, by mutual agreement, establish an alternative payment schedule but such a schedule must be stipulated in the provider's network contract. If the vendor does not pay claims in accordance with 42 CFR 447.45d, the DHCFP may assess a financial penalty for each day the vendor is out of compliance.

Delta Dental understands that we may, by mutual agreement with our contracted providers, establish an alternative payment schedule provided that such a schedule is stipulated in the provider's network contract. We also understand and agree that if we do not pay claims in accordance with 42 CFR 447.45 (d), the DHCFP may assess a financial penalty for each day we are out of compliance.

Delta Dental does not typically establish alternative payment schedules with our network providers, however, in the event we opt to do so, the alternative payment schedule will not conflict with or exceed the timely claims processing obligations noted in 42 CFR 447.45 (d).

Accurate Payment Standard

3.11.4.10 The vendor shall accurately pay claims with ninety-five percent (95 %) of claims paid accurately upon initial submission.

Delta Dental commits to accurately pay claims with 95% of claims paid accurately upon initial submission. Delta Dental's superior claims processing performance is evidenced by our 2016 YTD system claims payment accuracy rate of 99% across our entire enterprise. Our network providers for the Nevada DBA program can expect an equivalent level of service.

Verify Reimbursed Services

3.11.4.11 The vendor shall verify that reimbursed services were actually provided to enrolled recipients by providers and subcontractors.

Delta Dental will verify that reimbursed services were actually provided to enrolled recipients by providers and subcontractors. To accomplish this, we generate an Explanation of Benefit (EOB) statement for each claim processed. Claims processed during the weekly payment cycle are included on an EOB that is sent to the recipient.

Each EOB contains language informing the recipient on the action to be taken if they did not receive the stated dental services on the date indicated. This information is customized for each of our contracts, but most often directs the recipient to call or email Delta Dental's Call Center, where the Recipient Services Department will forward the inquiry to our PIU for disposition.

Provide Information Prior to Changes

3.11.4.12 The vendor shall provide the DHCFP with information prior to implementation of any changes to the software system to be used to support the claims processing function as described in the vendor's proposal and incorporated by reference in the contract.

Delta Dental's structured process for managing system incidents, problems, changes and requests is part of our overall Enterprise Change Management (ECM) and Project Management Office (PMO) approach. This integrated approach to the day-to-day operation of services brings together data and team members from all functional areas of our organization for collaborative solutions to achieve the most cost-effective and timely results for customers.

Delta Dental's approach to ECM employs standardized methodologies and procedures for managing system modifications and enhancements to Delta Dental's automated and related manual systems with optimal efficiency and accuracy. These controls and methodologies include our system modification and monitoring processes and our ECM process. We also document our procedures to ensure that:

- ***Changes to all Delta Dental systems are designed, developed, tested and deployed in a timely manner and in compliance with contract requirements and***
- ***Manual systems, policies and procedures and training materials affected by system changes will be updated by this process.***

Delta Dental staff follow well-documented procedures for communication, review, approval, deployment and implementation. The ECM process uses a suite of tracking tools. Those tools provide the resources required to manage changes to the production environment, including the MetaVance claims processing system. One of the tools used is Team Track.

TeamTrack is a web-based system to manage problems and change requests through the ECM process. It monitors progress throughout the application lifecycle – from an initial problem or change request to post-implementation approval and support activities. TeamTrack has been customized to manage the ECM process at Delta Dental. Essential information about the change process is recorded within a change record. This facilitates monitoring the change process and communicating the status (via e-mail) to key stakeholders. All changes must be associated with a TeamTrack record.

In addition to Team Track status emails, Delta Dental's contract administration department analyst will provide the DHCFP with information about a planned change, prior to implementation of any changes to the claims processing system.

Medical Review of Claims

3.11.4.13 A medical review of claims will be conducted when the appropriateness of service, procedure, or payment is in question. Medical reviews must be conducted by a licensed dental clinician(s).

Most claims are processed automatically based on claims processing rules and parameters. Claims that cannot be resolved within the system are suspended for manual review by claims adjudication or professional staff. Dental consultants (licensed dentists) review the diagnostic information on the claim and any associated radiographs to determine if services are medically necessary and in accordance with program policies and procedures. For procedures that required service authorization, Delta Dental staff perform a review to determine if services were completed as authorized.

Delta Dental permits claims examiners to approve services if they can do so based on the documentation submitted on or with the claim and according to the Claims Processing Manual. If, however, the claims examiner is unable to make a determination, the document is routed to a licensed dental consultant. Only dental consultants are allowed to modify or deny on the basis of medical necessity.

Provider Preventable Conditions (PPCs)

3.11.4.14 The vendor shall comply with 42 CFR 447.26, on Provider Preventable Conditions (PPCs) – Payment Policy. The vendor shall deny or recover payments to healthcare professionals and inpatient hospitals for care related to the treatment of the consequences of PPCs and Other Provider Preventable Conditions (OPPC) that meet the following criteria:

A. Is identified in the Medicaid State plan;

B. Has been found by the DHCFP, based upon a review of medical literature by qualified professionals, to be reasonably preventable through the application of procedures supported by evidence-based guidelines;

C. Has a negative consequence for the recipient;

D. Is auditable;

E. Includes, at minimum, wrong surgical or other invasive procedure performed on a patient;

F. Surgical or other invasive procedure performed on the wrong body part; and

G. Surgical or other invasive procedure performed on the wrong patient.

Delta Dental participating dentists agree, uner the terms of their contracts, to identify provider-preventable conditions that are associated with claims for Medicaid payment or with courses of treatment furnished to recipients that would otherwise be covered. Providers also agree to not charge Delta Dental Nevada DBA enrollees or Delta Dental when the billed charges are related to provider preventable conditions. Provider preventable conditions include those items identified in 42 CFR 447.26. Examples include substandard care for events such as those described below:

1. ***The treatment of asymptomatic teeth unless clinically appropriate for continuing care (i.e. orthodontic extractions of healthy teeth);***
2. ***The treatment of asymptomatic teeth without the patient's consent unless such consent cannot be obtained due to sedation and the removal is the professionally correct thing to do;***
3. ***Performing a procedure on the wrong patient or tooth;***
4. ***The unrecognized retention of a foreign object in the patient's body that necessitates future care to address the issue;***
5. ***A medication error or dental infection that results in death or serious injury or disability;***
6. ***The use of a dental device in the ordinary course of dental treatment that results in death, serious injury, or disability and,***
7. ***A burn received during the ordinary course of dental treatment that is directly related to the treatment itself and that result in death, serious injury, or disability.***

Delta Dental's claims processing system utilizes a series of edits and audits to validate claims, including edits and audits related to medical necessity or appropriateness of the service in comparison to other claim data. If a claims examiner or dental consultant detects that the services are due to a provider preventable condition, the claim will be denied.

Delta Dental's Program Integrity Unit (PIU) also monitors claims for suspected fraud, abuse and poor quality of care – including provider preventable conditions – as part of its duties. The PIU reviews treatment forms, written documentation, and radiographs for recurring problems, abnormal billing activity and unusual utilization patterns. PIU staff determine potential billing discrepancies, patterns of under- or over-utilization of procedures, incomplete, substandard and/or unnecessary treatment.

The PIU employs several different means to evaluate suspected fraud and abuse including but not limited to:

- ***Utilization Review Analysis: This statistical analysis compares a provider activity with that of his or her peers within a certain range, such as geographic area or dental specialty.***
- ***Referrals: Delta will collaborate with the DHCFP, Department of Justice, the Dental Board of Nevada, and other state entities on cases of suspected fraud, abuse and poor quality of care. These agencies often refer provider names for investigation to the PIU. The PIU also receives referrals from internal sources such as Professional Review, Nevada Medicaid and Nevada Check Up dental consultants.***
- ***Audits: When poor quality of care, abuse, over- or under-utilization, or fraud is suspected, the PIU may elect to conduct an audit of patient records, including radiographs, obtained from the provider's office to gather additional information about the provider's activity.***

The PIU can take several actions to address poor quality of care situations, including recovery of payment. Recovery for paid procedures may be obtained by withholding the amount to be reimbursed from a provider's future Nevada Medicaid and Nevada Check Up payments. Recovery may occur when a post-operative clinical screening exam or post payment review identifies any discrepancies in the billing or delivery of those services and/or for failure to complete a noticed corrective action. Recovery may be imposed retroactively from the date that the procedures were performed.

3.11.5 FINANCIAL SOLVENCY

3.11.5 Financial Solvency

The vendor must demonstrate that it has adequate financial reserves and administrative ability to carry out its contractual obligations. The vendor must maintain financial records and provide the DHCFP with various financial statements and documentation upon request and as outlined in the contract and Attachment T, Forms and Reporting Guide, including any revisions or additions to the document.

3.11.5.1 The vendor will submit a copy of its annual Independent Audit Report to the DHCFP, as submitted to the Division of Insurance.

3.11.5.2 The vendor will submit its quarterly and annual financial reports to the DHCFP.

Delta Dental has consistently maintained a strong and stable financial position while experiencing steady growth in both the public and private sectors, even in a challenging economic environment. Since our founding over 60 years ago, Delta Dental has continued to sustain dynamic growth through sound financial management and astute contract administration. As a demonstration of our stable position, A.M. Best Company affirmed a financial strength rating of A (Excellent) with a "stable" outlook for Delta Dental.

In their most recent report, A.M. Best cited Delta Dental's:

- ***Strong earnings results;***
- ***Increase in risk-adjusted capital;***
- ***Improved administrative efficiency;***
- ***Continued overall enrollment growth and***
- ***Dominant market share.***

Delta Dental adheres to the highest standards of fiscal integrity and financial accountability. Our financial management system complies with generally accepted accounting principles (GAAP) as prescribed by the Financial Accounting Standards Board. Our financial statements, prepared in accordance with GAAP, attest to the overall stability and strong financial health of Delta Dental.

<u>Two Most Recent Annual Certified Financial Statements</u>

Delta Dental's consolidated annual financial statements for the most recent and completed two fiscal years – 2014 and 2015 – are included in Proposal Section 6, Confidential Financial Information. As these statements show, Delta Dental's revenues and our subsidiaries attest to our stability, our financial health and the revenue growth we experienced during this period. Delta Dental's revenues without subsidiaries have increased an average of almost 4% per year for the past three years, or 11% over a three-year period.

Delta Dental is well-protected against any risk of insolvency. We have never declared bankruptcy and have never failed to fulfill a contract. Our working capital is more than sufficient, with provisions that allow for contingencies. Our consolidated general reserves comply with all regulatory requirements, which are carefully monitored by state regulators, thus ensuring the adequacy of our working capital.

Delta Dental's firm financial foundation ensures our long-term reliability and stability. Delta Dental posted consolidated gross revenues of nearly $6.7 billion in 2014 and $7.1 billion in 2015. Our total assets at the end of 2014 totaled $1.8 billion and $2.2 billion in 2015. Our consolidated general reserves exceeded $906 million at the end of 2015 and are projected to exceed $1 billion as of the end of calendar year 2016. Our general reserves are more than adequate to meet our obligations and satisfy regulatory guidelines.

For the Nevada DBA contract, Delta Dental will maintain financial records and provide the DHCFP with various financial statements and documentation upon request and as outlined in the contract and RFP Attachment T, Forms and Reporting Guide, including any revisions or additions to the document. A copy of our most recent annual Independent Audit Report to the DHCFP, as submitted to the Division of Insurance, in included in Proposal Section 6, Confidential Financial Information. We will continue to submit our annual Independent Audit Reports to the DHCFP. We also will submit our quarterly and annual financial reports to the DHCFP.

3.11.6 THIRD-PARTY LIABILITY (TPL)

3.11.6 Third-Party Liability (TPL)

3.11.6.1 Third-party liability (TPL) refers to any individual, entity (e.g., insurance company) or program (e.g., Medicare), including group health plans, as defined in Section 607(1) of the Employee Retirement Income Security Act of 1974 [29 USC and 1167 (1)] service benefits plans and Section 6035 of the Deficit Reduction Act of 2005. TPL activities included in this contract are the Coordination of Benefits (COB) cost avoidance of Medicaid claims. Under Section 1902(a) (25) of the Social Security Act, DHCFP and its providers are required to take all reasonable measures to identify legally liable third parties and treat verified TPL as a resource of the Medicaid and CHIP recipient.

A reality of government-sponsored dental programs is working within fiscal constraints to maximize necessary dental care for the greatest number of recipients. To this end, Delta Dental recognizes the importance of ensuring that Medicaid is the payer of last

resort [through pre-payment cost avoidance and third-party recovery (TPR)] that helps conserve program dollars.

Delta Dental understands and agrees to its obligation to take all reasonable measures to identify legally liable third parties and treat verified third-party liability (TPL) as a resource of the recipient. Delta Dental's approach to TPL is summarized below.

State's Authorized Agent

3.11.6.2 Nevada Medicaid shall be the payer of last resort of all covered services in accordance with Federal regulations. The DHCFP contracted DBA, as the Division's vendor, shall act as the State's authorized agent for the limited purpose of TPL for cost avoiding claims, collection, within the limitation of the Fair Debt Collection Practices Act, 15 USC § 1692, of all third-party liability (TPL) pursuant to 42 CFR § 433.135 et seq and 42 CFR 433.154. The vendor's capitated payments include an offset in the rates for these collections. The contracted vendor shall vigorously pursue billing prior resources as these amounts are considered part of their risk based capitation payment. The vendor is required to secure signed acknowledgements from enrolled Medicaid recipients or their authorized representative confirming any prior resources (e.g., Medicare, worker's compensation, private insurance, etc.) and share that information with the DHCFP. Third-party liability (TPL) is a self-reporting element. Vendors are responsible for developing and distributing communication forms to enrolled Medicaid recipients.

3.11.6.3 The vendor shall identify potential TPL, including Medicare, and deny the claim if it is for a service covered by other insurance based on recipient's type of TPL coverage and type of service. Allow for TPL overrides when the other insurance is exhausted or the service is not covered by the other liable party, making Medicaid the payer of last resort for the claim.

3.11.6.4 The DBA PAHP is required to vigorously pursue billing prior resources. Vendor is required to obtain TPL information independently of the DHCFP for the purpose of avoiding claim payments or recovering payments made from liable third parties. All information on the third party, including collections and collection attempts, are to be reported to the DHCFP (including circumstances under which the third party refuses to pay) on the Third Party Monthly Report located in the Forms and Reporting Guide. TPL collections should also be reported to the DHCFP through encounter data and other required reports.

3.11.6.5 The vendor is responsible not only for pursuing third-party resources that it identifies but also for using third-party resources identified and communicated to the DBA PAHP by the DHCFP.

Delta Dental is aware that, under federal law, Medicaid must be the "payer of last resort," meaning that all known payment resources available to a recipient must be exhausted before any federal funds are used to pay the cost of services. As the DBA, it will be our responsibility to prevent payment for dental services when the State notifies us that third-party liability (TPL) exists. We will vigorously pursue billing prior resources in addition to cost avoiding claims, and acknowledge that these TPL amounts are considered part of our risk based capitation payment.

Third Party Liability

Cases where an entity other than the Medicaid program is, or may be, responsible for paying the cost of dental services are referred to as having TPL. The following are examples of potential TPL situations:

- ***The recipient has other dental insurance coverage including, but not limited to, Medicare, private dental insurance, Tricare or an employer-administered Employee Retirement Income Security Act (ERISA) plan;***
- ***The recipient sustained a dental injury in an accident for which another party was responsible, and the other party has casualty liability insurance that may pay the cost of the recipient's dental care;***
- ***The recipient is involved in a civil suit (known as a tort) that may result in a court ruling directing another party to pay the cost of the recipient's dental care or***
- ***The recipient sustained a dental injury while at work and there may be workers' compensation insurance available to pay the cost of the recipient's dental service.***

Existence of the circumstances above may be known or unknown to the DHCFP and/or Delta Dental at the time a claim is submitted. For example, a recipient may have recently acquired private dental insurance through a parent who began a new job and this information has not yet been reported to the State. Or, when dental injury occurred in an accident, there may be a delay *before the recipient knows whether or not the at-fault party has* ***casualty liability insurance and/or whether that insurance will pay for the recipient's dental treatment.***

Coordination of Benefits and Cost Avoidance

Recipient eligibility files identify all known forms of TPL that may be available to pay incoming claims. In most circumstances, Medicaid must be the payer of last resort under federal law. In such cases, all known payment resources available to an recipient must be exhausted before Medicaid funds are used to pay the cost of services. Delta Dental does not allow Medicaid payment when the eligibility file contains a positive indicator for other health coverage (OHC) unless there is evidence attached to the claim showing that the OHC was fully used or legitimately unavailable at the time the service was rendered. When an OHC payment has been made on a claim, the amount paid by the other carrier is taken into account when calculating payment for an approved dental service to ensure that the provider is not overpaid.

If we have OHC on file and we receive a claim without an explanation of benefits (EOB) from that other carrier, we contact the provider to request that he or she bill the other

carrier first and then to submit a copy of that carrier's EOB with the Delta Dental claim for consideration of payment of any remaining balance. If a provider does not submit appropriate evidence of non-payment/non-coverage by the other payer – and we are unable to obtain appropriate documentation through follow-up contacts – Delta Dental denies the claim. Such denials enable Medicaid to avoid paying the cost of the service, and the process is therefore referred to as cost avoidance.

Delta Dental may also identify claims with potential OHC during claims adjudication, even when eligibility records do not indicate known third-party resources. This may be based on the presence of another carrier's EOB or staff observation of claim notations or documentation indicating that another party is responsible for payment. Other examples include claims with an indicator of an accident or work-related injury or claims with trauma-related procedure codes. Each of these situations will be investigated for a determination of TPL and potential post-payment recovery.

Third-Party Liability and Post-Payment Recovery

When TPL is not known to exist at the time of claim adjudication – but it is identified or becomes available at a later date – Delta Dental may seek to recover Medicaid payment amounts from the liable third party. This post-payment recovery process requires a sound methodology for identifying recipients who may have TPL resources available at some future date.

When the TPL resources available to pay for recipients' dental services are from tort actions, casualty liability insurance or workers' compensation insurance, it is rarely possible to handle the matter through cost avoidance. Because these resources typically become available after an injury and after delivery of the injury-related dental service, there may not be indicators in the eligibility file to alert the claims processing system that this form of TPL exists at the time a claim is adjudicated. To help identify potential TPL, claims and encounters submitted by providers that identify the service as an accident or injury, contain other coverage information or that appear to be injury-related dental services are evaluated for potential coordination of benefits and/or payment recovery. In these situations, Delta Dental can use the claims processing system to identify potential subrogation cases as follows:

- ***Examination of the header data fields on incoming claims – The claim document includes a field in the header where the provider must enter "yes" or "no" to indicate whether or not the service pertains to an accident or work-related injury. Claims processing system edits are applied to this field. The claim is typically processed even when a "yes" indicator is present; however, that claim is flagged for investigation of potential third party liability recovery.***
- ***Review of edits that suspend claims – The claims processing system contains edits that trigger claims having procedure codes likely to be associated with an accident or injury (e.g., a maxillofacial procedure) to be flagged for further investigation.***
- ***The system generates a report identifying claims that should be investigated for possible TPL resources. After the report is generated, we take the following steps:***
  - ***Send a questionnaire – We prepare and send a questionnaire to recipients identified as having potential OHC or TPL. The questionnaire asks each member if other dental coverage is available or if his or her dental service was related to an accident or injury***

for which someone else was responsible. If the response is affirmative, additional questions are posed to collect more detailed information. With the questionnaire, we also send each member a stamped, self-addressed envelope so he or she can easily return the completed questionnaire to us.

- ***Review the returned, completed questionnaire – We receive and review the questionnaires, following up with recipients or identified third parties as needed. We compile information from the completed member questionnaires and update the system with appropriate TPL indicators.***
- ***Initiate and track the recovery process – If claims have been paid on behalf of an recipient for whom OHC or TPL is confirmed, Delta Dental identifies the claims affected and initiates the recovery processes to recoup payments in accordance with applicable policies. We maintain an accounts receivables system that tracks all amounts owed to the program until the recoupment and/or collection action is complete.***

We acknowledge incoming checks from liable third parties, process provider payment adjustments (if necessary) and update the history files. All TPL information collected and verified throughout this investigation process is available to the DHCFP in compliance with the required format and time frames. The TPL function within the MetaVance system generates the necessary data to complete the Third Party Monthly report located in the Forms and Reporting Guide. TPL collections are also reported to the DHCFP through encounter data and other required reports.

In some instances, federal law requires that Delta Dental pay the provider's claim first and then seek reimbursement from the liable third party (pay and chase). In other circumstances, it may be necessary to recoup Medicaid payments that result from erroneous or abusive provider billing practices. For example, if we have paid a claim and later learn that another entity should have been billed, we work with that third party to recover the funds. These cases are handled in much the same way as described above for TPL recoupments.

TPL Recoveries

3.11.6.6 TPL recoveries made by either the vendor or the DHCFP will be incorporated into capitated rate development by the DHCFP and its actuary. The vendor has 365 days from claim paid date to recover TPL payment; after 365 days, vendor forfeits the right to recovery to the State unless vendor can provide evidence that the recovery effort is active and/or in dispute. The vendor will be responsible to pay for the cost incurred to complete the recovery of the TPL payment to the DHCFP.

Delta Dental understands that TPL recoveries, made by either Delta Dental or the DHCFP, will be incorporated into capitated rate development. We acknowledge our obligation to recover TPL payment within 365 days from the claim paid date, after which we forfeit the right to recovery to the State unless we can provide evidence that the recovery effort is active and/or in dispute. We understand and accept that we are responsible to pay for the cost incurred to complete the recovery of the TPL payment to the DHCFP.

TPL Eligibility Data

3.11.6.7 The vendor will maintain the minimum historical TPL eligibility data online in accordance with State and Federal rules and regulations, currently established as seventy-two (72) months.

Delta Dental's claims processing system, MetaVance, maintains the minimum historical TPL eligibility data online in the recipient database and TPL tables. The information is available online for the previous 72 months. TPL eligibility data is used in pre-payment cost avoidance and in post-payment TPR.

TPL Exceptions

3.11.6.8 Exceptions to the TPL rule are: Indian/Tribal Health Services (IHS); Children with Special Health Care Needs (CSHCN); and State Victims of Crime.

The MetaVance claims processing system utilizes configurable processing rules that include the ability to bypass TPL processing. Delta Dental will configure processing rules to exclude Indian/Tribal Health Services (HIS); Children with Special Health Care Needs (CSHCN); and State Victims of Crime during the start-up phase of the contract.

State and Federal TPL Rules and Regulations

3.11.6.9 Ensure that all existing and new requirements of the MSM, CMS State Medicaid Manual and other State and Federal rules and regulations are met by the TPL business function.

Delta Dental's Department of Risk, Ethics and Compliance monitors existing and new requirements of Nevada's MSM, the CMS State Medicaid Manual and other State and Federal rules and regulations. When new requirements are introduced, the Department of Risk, Ethics and Compliance will advise the Nevada DBA program contract administration department. The contract administration analyst evaluates the new regulation for its impact to the TPL business function, in addition to its impact to other Nevada DBA business functions administered by Delta Dental.

Changes to the MIS necessitated by the new requirements are documented through a task order process that instructs Delta Dental's IT department to configure the requisite system settings to accommodate the new requirement by the effective date. Business area departments may be instructed to update affected policy and procedure manuals to fully implement the new requirement. For the TPL business function, the most commonly affected units are claims processing and TPL recovery units.

3.11.7 SUBROGATION

3.11.7 Subrogation

3.11.7.1 Subrogation in this section is the principle under which an insurer that has paid a loss under an insurance policy is entitled to all the rights and remedies belonging to the insured against a third party with respect to any loss covered by the policy.

3.11.7.2 The vendor must also determine if casualty claims are filed and recover costs through subrogation on behalf of both Medicaid and CHIP recipients. The DBA PAHP shall utilize the EVS eligibility system and TPL data provided to the vendor by the DHCFP to assist in accomplishing this objective.

3.11.7.3 The DHCFP will monitor and evaluate the vendor's TPL and subrogation collection reports to validate collection activities and results. The vendor will then be expected to meet or exceed baseline target collections as determined by the DHCFP and its actuaries. The baseline target amount will be built into future rates. If the vendor does not meet or exceed baseline TPL and subrogation collections, the DHCFP will conduct a review to determine if there is a legitimate reason. If there is no legitimate reason as determined by the Division, the difference between baseline and actual collections will be deducted from the vendor's costs before the data is used to set future rates. The DHCFP will prospectively adjust capitation rates to account for expected TPL collections.

Delta Dental has over four decades of experience processing Medicaid dental claims and an equally long history of meeting or exceeding state and federal standards for processing timeliness. We implement a variety of third-party liability (TPL) identification and post-payment recovery methodologies to help our customers conserve scarce Medicaid funding by maximizing the use of other dental payment resources when they exist.

When the TPL resources available to pay for recipients' dental services are from tort actions, casualty liability insurance or workers' compensation insurance, it is rarely possible to handle the matter through cost avoidance. Because these resources typically become available after an injury and after delivery of the injury-related dental service, there may not be indicators in the eligibility file to alert the claims processing system that this form of TPL exists at the time a claim is adjudicated. To help identify potential TPL, claims and encounters submitted by providers that identify the service as an accident or injury, contain other coverage information or that appear to be injury-related dental services are evaluated for potential coordination of benefits and/or payment recovery. In these situations, Delta Dental can use the claims processing system to identify potential subrogation cases as follows:

- ***Examination of the header data fields on incoming claims – The claim document includes a field in the header where the provider must enter "yes" or "no" to indicate whether or not the service pertains to an accident or work-related injury. Claims processing system edits are applied to this field. The claim is typically processed even when a "yes" indicator is present; however, that claim is flagged for investigation of potential TPR.***

- ***Review of edits that suspend claims – The claims processing system contains edits that trigger claims having procedure codes likely to be associated with an accident or injury (e.g., a maxillofacial procedure) to be flagged for further investigation.***
- ***The system generates a report identifying claims that should be investigated for possible TPL resources. After the report is generated, we take the following steps:***
  - ***Send a questionnaire – We prepare and send a questionnaire to recipients identified as having potential OHC or TPL. The questionnaire asks each member if other dental coverage is available or if his or her dental service was related to an accident or injury for which someone else was responsible. If the response is affirmative, additional questions are posed to collect more detailed information. With the questionnaire, we also send each member a stamped, self-addressed envelope so he or she can easily return the completed questionnaire to us.***
  - ***Review the returned, completed questionnaire – We receive and review the questionnaires, following up with recipients or identified third parties as needed. We compile information from the completed member questionnaires and update the system with appropriate TPL indicators.***
  - ***Initiate and track the recovery process – If claims have been paid on behalf of an recipient for whom OHC or TPL is confirmed, Delta Dental identifies the claims affected and initiates the recovery processes to recoup payments in accordance with applicable policies. We maintain an accounts receivables system that tracks all amounts owed to the program until the recoupment and/or collection action is complete.***

We acknowledge incoming checks from liable third parties, process provider payment adjustments (if necessary) and update the history files. All TPL information collected and verified throughout this investigation process is available to the DHCFP in compliance with the required format and time frames.

Delta Dental has a well-developed process for identifying potential subrogation cases and recovering post- payment funds, and our automated coordination of benefits processes ensure that the Medicaid program will not pay for services that are the legal responsibility of another party. We acknowledge that1.NV DBA RFP 3290 - Delta Dental the DHCFP will monitor and evaluate our TPL and subrogation collection reports, and that we will be expected to meet or exceed baseline target collections as determined by the DHCFP and its actuaries. We further acknowledge that, in the event we do not meet or exceed the baseline TPL and subrogation collections, the DHCFP will conduct a review to determine if there is a legitimate reason; and that if there is no legitimate reason, the difference between the baseline and acutal collections will be deducted from our costs before future rates are set.

3.11.8 RESERVING

3.11.8 Reserving

As part of its accounting and budgeting function, the vendor will be required to establish an actuarially sound process for estimating and tracking incurred but not reported (IBNRs) claims. The vendor must provide documentation of the IBNRs review and certification by an actuary. The vendor must reserve funds to cover both IBNRs and reported but unpaid claims (RBUCs). As part of its reserving methodology, the vendor must conduct annual reviews to assess the

actuarial validity of its reserving methodology, and make adjustments as necessary.

Through stringent internal controls, well-maintained procedures and proven methodologies, Delta Dental has always met our financial obligations under all of our contracts. Delta Dental's solid reputation as a full-service dental health care administrator, underwriter and claims processor has been achieved by delivering high-quality services to our customers and by maintaining a strong and stable financial position over many decades. Since our founding over 60 years ago, we have continued to sustain dynamic growth in both the private and government sectors of the dental health care industry through sound financial management and astute contract administration.

The DHCFP can be reassured of Delta Dental's fiscal integrity and solvency through multiple independent financial reviews, including an A.M. Best rating of "Excellent" and a determination from Armanino McKenna LLP, the certified public accounting firm that has performed annual audits of Delta Dental for more than five years, that no qualified opinions or "going concern" statements have been issued.

Delta Dental is well-protected against any risk of insolvency. Our working capital is more than sufficient, with provisions that allow for contingencies. Our consolidated general reserves comply with all regulatory requirements, which are carefully monitored by state regulators, thus ensuring the adequacy of our working capital. Our consolidated general reserves exceeded $906 million at the end of 2015 and are projected to exceed $1 billion as of the end of calendar year 2016.

Our accounting and budgeting processes include an actuarially sound process for estimating and tracking "incurred but not reported" (IBNR) claims. Liability for unpaid claims represents estimated unpaid dental services rendered and reported (RBUC) to the Company, as well as a provision for dental claims incurred but not reported (IBNR) prior to the end of the year. The provision is actuarially determined based upon claims experience. The IBNR review is performed and certified by an actuary. The methodology is reviewed monthly and adjustments are made as appropriate and necessary.

The provision for claims incurred but not reported amounted to $259.1 million and $311.3 million at December 31, 2015 and 2014, respectively. Claims adjustment expenses related to claims unpaid are accrued based on an estimate of expenses to adjudicate and pay such claims.

While management believes that the liability for unpaid claims and claims adjustment expenses at December 31, 2015 and 2014 is adequate to cover the ultimate net cost of claims, the liability is based on estimates and the amount ultimately paid may be more or less than the estimates. Adjustments and changes resulting from revisions of these estimates are reported in the period in which the revisions are made.

3.11.9 PROHIBITION ON PAYMENTS

3.11.9 Prohibition on Payments to Institutions or Entities Located Outside of the United States.

3.11.9.1 Pursuant to Section 6505 of the ACA, which amends Section 1902(a) of the Social Security Act (the Act), the vendor shall not provide any payments for items or services provided under the Medicaid State Plan or under a waiver to any financial institution or entity located outside of the United States (U.S.).

3.11.9.2 Payments for items or services provided under the Medicaid State Plan to financial institutions or entities such as provider bank accounts or business agents located outside of the U. S. are prohibited by this provision. Further, this Section prohibits payments to telemedicine providers located outside of the U.S. Additionally; payments to pharmacies located outside of the U.S. are not permitted.

3.11.9.3 Any payments for items or services provided under the Medicaid State Plan or under a waiver to any financial institution or entity located outside of the U.S. may be recovered by the State from the vendor.

3.11.9.4 For purposes of implementing this provision, section 1101(a) (2) of the Act defines the term "United States" when used in a geographical sense, to mean the "States." Section 1101(a)(1) of the Act defines the term "State" to include the District of Columbia, Puerto Rico, the Virgin Islands, Guam, the Northern Mariana Islands, and American Samoa, when used under Title XIX.

3.11.9.5 The phrase, "items or services provided under the Medicaid State Plan or under a waiver" refers to medical assistance for which the State claims Federal funding under section 1903(a) of the Act. Tasks that support the administration of the Medicaid State Plan that may require payments to financial institutions or entities located outside of the U.S. are not prohibited under this statute. For example, payments for outsourcing information processing related to Plan administration or outsourcing call centers related to enrollment or claims adjudication are not prohibited under this statute.

Delta Dental understands that payments for services provided outside the United States are prohibited. Delta Dental enforces these prohibitions through the following means:

- ***Providers who are located outside the United States are not credentialed or enrolled.***
- ***Out-of-network services are not authorized for providers located outside the United States.***
- ***Delta Dental's provider management system flags banking addresses and institutions located outside the United States for rejection.***

3.12 GRIEVANCES, APPEALS AND FAIR HEARINGS

Delta Dental commits to complying with all Nevada DBA program grievances, appeals and fair hearings provisions in RFP Subsection 3.12, Grievances, Appeals and Fair Hearings. We describe our approach to meeting the RFP requirements in the sections that follow.

3.12.1 GRIEVANCES AND APPEALS

3.12.1 The vendor shall establish a system for recipients and providers, which includes a grievance process, an appeal process, and access to the State Fair Hearing system.

3.12.1.1 A grievance is an expression of dissatisfaction about any matter other than one of the actions listed below. Possible issues for grievances include, but are not limited to, access to care, quality of services, interpersonal relationships between vendor staff and recipients or providers, and failure to respect a recipient's rights.

3.12.1.2 An appeal is a specific request for review of one of the following actions:

A. The denial or limited authorization of a requested service, including the type or level of service;

B. The reduction, suspension or termination of a previously authorized service;

C. The denial, in whole or in part, of payment for a service;

D. The failure to provide services in a timely manner; or

E. The failure of a vendor to process grievances, appeals or expedited appeals within required timeframes including resolution and notification.

3.12.1.3 The vendor must provide information about these systems to recipients at the time of enrollment. The vendor must inform providers and subcontractors at the time they enter into a contract.

A. This information must include:

1. The recipient's right to file grievances and appeals; the requirements and timeframes for filing;

2. The availability of assistance with filing;

3. The recipient's right to request continuation of benefits during an appeal or State Fair Hearing although the recipient may be liable for the cost of any continued benefits if the action is upheld;

4. The toll free number to file oral grievances and appeals; and

5. Any DHCFP determined provider's appeal rights to challenge the failure of the organization to cover a service.

3.12.1.4 The vendor must submit to the DHCFP monthly and quarterly reports that document the grievance and appeal activities listed on the templates located in Attachment T, Forms and Reporting Guide. The report should be broken out by hearing issue, date requested and date resolved, program and outcome for tracking, trending and corrective action.

3.12.1.5 The vendor shall have a contact person who is knowledgeable of the grievance and appeal procedures and shall direct all grievance and appeals, whether verbal or the recipient chooses to file in writing. Should a recipient choose to appeal in writing, the recipient shall be instructed to file via mail or fax to the designated P.O. Box or fax number for medical appeals.

3.12.1.6 The vendor shall have sufficient support staff (clerical and professional) available to process grievance and appeals in accordance with the requirements. The vendor shall notify the DHCFP of the names of appointed staff recipients and their phone numbers. Staff shall be knowledgeable about the applicable state and federal law, vendor's rules and regulations, and all court orders governing appeal procedures, as they become effective.

3.12.1.7 The DHCFP shall conduct an annual audit of the appeals process to ascertain compliance with federal and state regulations as well as contractual compliance.

We currently implement a grievance and appeal process that reflects more than 40 years' experience administering the State of California's Denti-Cal program and 16 years administering numerous state, county and regional CHIP and CHIP-like programs. Our process, which is described below, ensures that we respond fully and promptly to each dissatisfaction or concern and also document the status and disposition of every grievance and appeal.

The right to file a grievance and the methods available, including a toll-free phone number, is included in the provider and member handbooks upon enrollment into the program. The availability of assistance with filing a grievance is also described in the handbooks.

As one measure of Delta Dental's success as a dental benefits administrator, we historically receive very few grievances from recipients and providers. For one of our

smallest CHIP contracts – San Mateo Healthy Kids, which has approximately 690 recipients – we received no grievances between September 2015 and August 2016. And, for our largest Medicaid contract – Denti-Cal, which has more than 13 million recipients – we received an average of 236 grievances per month between December 2015 and November 2016. The percentage of Denti-Cal grievances per total enrollment for that time frame was less than 0.002% and the average resolution time was 19 days.

Delta Dental's grievance and appeal policies and procedures reflect the standards set by our customers and corporate leadership. For the Nevada DBA program, Delta Dental will use DHCFP-approved policies and procedures for recording, investigating, resolving and analyzing all grievances and appeals – whether received by telephone or in writing – within State-established time frames. We commit to providing sufficient numbers of trained staff to ensure that:

- ***Emergency clinical issues will be resolved within 24 hours of receipt or by the close of the next business day;***
- ***Non-emergency clinical issues will be resolved within five days of receipt and***
- ***Non-clinical issues will be resolved within 30 days of receipt.***

We will notify the DHCFP of the names of such appointed staff and their phone numbers. Our trained staff will be knowledgeable about the applicable state and federal law, our program rules and regulations, and all court orders governing appeal procedures, as they become effective.

In addition, we will ensure that a clinician – specifically, a Nevada licensed dentist – will be available to represent Delta Dental and the DHCFP at all dental administrative hearings.

We commit to submitting to the DHCFP monthly and quarterly reports that document the grievance and appeal activities listed on the templates located in Attachment T, Forms and Reporting Guide. This report will be broken out by hearing issue, date requested and date resolved, program and outcome for tracking, trending and corrective action.

We understand and acknowledge that the DHCFP shall conduct an annual audit of the appeals process to ascertain compliance with federal and state regulations as well as contractual compliance.

Grievance Process

Delta Dental categorizes grievances into three areas: expedited, quality of care and administrative. Expedited grievances are those involving serious and imminent threat to patient health including, but not limited to, severe pain and potential loss of life, limb or major bodily function. Expedited grievances are given top priority. Quality of care grievances, which involve the provision of dental care, require review by a staff dental consultant. Administrative grievances – for example, eligibility disputes or claim payment challenges – can usually be resolved by a Delta Dental customer relations analyst.

Delta Dental accepts grievances and appeals by telephone, letter, on a grievance/appeal form or on-line through our website. We provide a toll-free number that callers can use for filing grievances and appeals. Because our first notice of a potential grievance or appeal is usually a call to our Call Center, our Customer Service Representatives (CSR) receive special training regarding the handling of grievances and appeals. Expedited grievances or appeals are immediately forwarded to an analyst or staff dental consultant.

For many types of administrative issues, the CSR has the expertise to resolve those issues immediately and makes every effort to do so during the initial call. If a CSR cannot resolve a grievance or appeal, the call is forwarded to an analyst. If an appeal or administrative grievance cannot be resolved immediately – or for grievances involving quality of care – the analyst requests that the recipient or provider submit the grievance to Delta Dental in writing by mail, electronically or via fax. If the recipient or provider cannot or will not submit the grievance in writing, we will accept it verbally.

Upon receipt, written grievances and appeals are date-stamped and routed to an analyst for review and processing. Regardless of how the grievance or appeal is received, the analyst generates an acknowledgment letter within five business days of receipt. The acknowledgment letter includes the date of receipt, contact information and all disclosures and notifications required by law.

When grievance resolution requires evaluation of quality, medical necessity or other issues that call for a professional opinion, all available diagnostic and chart records are presented to a dental consultant for review. All of our dental consultants are licensed dentists in Nevada and have been credentialed by Delta Dental. For grievances involving a contested claim or the processing of a prior grievance, the case is assigned to a dental consultant who was not previously involved in review of the claim or grievance in question.

For routine (i.e., non-emergency) grievances, it is our policy to acknowledge the grievance, collect pertinent records, resolve the grievance and notify the recipient and/or provider of the resolution within 30 calendar days of receipt. Emergency grievances involving clinical issues are resolved within 24 hours of receipt or by the close of the next business day. Our acknowledgement letter for expedited grievances filed by recipients informs them that they are not required to participate in Delta Dental's grievance process prior to applying to a regulatory agency for review of an urgent issue. Expedited grievances are reported to regulatory agencies as required.

Grievance letters inform recipients and providers of their right to appeal the decision. When recipient grievances are filed against dental providers, we also send the providers a letter notifying them of the grievance and how it is being resolved. If a grievance is filed against Delta Dental and the matter involves the services or operations of a specific department, the manager of that department is required to complete a prompt and thorough review of the issue.

Recipients who are minors or have legal guardians may have a parent or guardian act on their behalf to file a grievance. Similarly, with the express written permission of the recipient and with a signed release to allow the disclosure of confidential information, a provider or recipient representative may also act on a recipient's behalf during the grievance process. Delta Dental ensures that recipients can exercise their right to file a

grievance – either with us directly or if they seek assistance from a regulatory agency – without fear of discrimination.

If, through reviewing a grievance, Delta Dental identifies deficiencies that may pose an immediate risk to other recipients or if there is a probable pattern of substandard care evidenced in the grievance, the dental consultant notifies the dental director. The dental director may investigate and/or refer the matter to Delta Dental's Quality Assurance Committee. Next steps can include counseling the provider or requiring the provider to submit a corrective action plan. For egregious cases or when past corrective action has not been successful, we may elect to limit, restrict or terminate a provider's program participation. If immediate action is required to protect the health and safety of recipients or ensure access to care, the dental director may also act to restrict a provider's participation and/or transfer assigned recipients.

The grievance process can identify potential systemic issues that warrant further investigation. Based on investigation results, we take corrective action to address the root causes of grievances. Information from Delta Dental's grievance and appeals system is used to generate periodic reports to the dental director and the appropriate quality review committee. The data are also considered during the re-credentialing of existing providers.

Our staff follow a standardized data entry process that identifies a sequential set of instructions and fields to be completed. We use reason codes for grievance or appeal type, status and resolution – and the use of those codes and other data elements allows us to track and report grievance and appeal data quickly and easily. Our system also permits the entry of free-text comments, which ensures that we can include a complete description of each issue, its investigation and resolution and any communication with the recipient or provider. In compliance with RFP requirements, we will use a DHCFP-approved template for any written communications with recipients related to grievances and appeals (e.g., acknowledgment of receipt of grievance letter, status of grievance letter and resolution of grievance letter).

Electronic Documentation System

Delta Dental's grievance system categorizes issues as eligibility, financial, customer service, peer review, regulatory agency, access, benefits, facility, claims, dental plan and/or HIPAA. Within each category, a detailed list of subjects further delineates the reason for the grievance. This enables us to perform detailed tracking, monitoring and analysis of issues that may require corrective action.

We track grievances and appeals electronically from the time they are received and date-stamped to the time they are resolved and closed. Each grievance and appeal is assigned a document control number that includes the date of receipt as part of its configuration. Opening a new grievance or appeal record prompts the system to generate a letter that confirms receipt of the correspondence.

Appeal Process

Recipients and providers may appeal an unfavorable decision regarding either an administrative or dental care-related grievance. As with grievances, emergency appeals (i.e., those involving serious and imminent threat to the patient's health) are assigned the highest priority and are expedited and resolved within 24 hours or by the close of the next business day. Standard resolution of appeals is completed within 45 dates of receipt, with an extension of up to 14 days if needed.

For this program, if a recipient requests administrative review of an appeal's disposition, Delta Dental will communicate that request to the DHCFP. We will provide a clinician (i.e., a dentist) to represent us and the DHCFP at all dental administrative hearings. We commit to working closely with the DHCFP to complete such reviews and, as appropriate, make changes to our services that will help reduce future grievances and appeals.

3.12.2 RECIPIENT GRIEVANCES AND APPEALS

3.12.2 Recipient Grievances and Appeals

The authority for the following provisions concerning Recipient Grievances and Appeals is found in 42 CFR 438 Subpart F (Subsections 400-424). Additional and cross-referenced regulations include 42 CFR 431.206(b) (3), 431.210(c) and (d), 431.213, 431.214, 431.230(b), 438.10(c) and (d) and (g) (1), 438.210(c), 483.23(a) (5) (ii), and 438.404(c) (4).

3.12.2.1 The vendor's recipient grievance and appeal system must be in writing and submitted to the DHCFP for review and approval at the time the Vendor's Policies and Procedures are submitted, and at any time thereafter when the vendor's recipient grievances and appeals policies and procedures have been revised or updated (not including grammatical or readability revisions or updates). The vendor may not implement any policies and procedures concerning its recipient grievance and appeal system without first obtaining the written approval of the DHCFP.

3.12.2.2 The vendor must allow the recipient, or provider acting on behalf of the recipient, to file an appeal within a reasonable State-defined timeframe that cannot be less than twenty (20) calendar days or exceed ninety (90) calendar days from the date on the entity's notice of action.

3.12.2.3 The vendor must continue the recipient's benefits while an appeal is in process if all of the following conditions are met:

A. The appeal is filed on or before the later of the following: a) within ten (10) calendar days plus mailing time of the vendor mailing the Notice of Action; or b) the intended effective date of the vendor's proposed action;

B. The appeal involves the termination, suspension, or reduction of a previously authorized course of treatment;

C. The services were ordered by an authorized provider;

D. The authorization period has not expired; and

E. The recipient requests continuation of benefits.

3.12.2.4 The vendor must continue or reinstate the recipient's benefits while the appeal is pending, and the benefits must be continued until one of the following occurs:

A. The recipient withdraws the appeal;

B. The recipient does not request a State Fair Hearing with continuation of benefits within 10 days from the date the Vendor mails an adverse appeal decision;

C. A State Fair Hearing decision adverse to the recipient is made, or

D. The service authorization expires or authorization limits are met.

3.12.2.5 A recipient or a recipient's representative (including a provider on behalf of a recipient) may file a grievance or submit an appeal directly with the DHCFP. However, such grievances and appeals will be referred to the vendor for resolution. In the event a provider files an appeal on the recipient's behalf, with the exception of an expedited appeal, the provider must first obtain the recipient's written permission.

3.12.2.6 In the case of appeals, the recipient, if after exhausting the vendor's appeal process, is not satisfied with the outcome, may request a State Fair Hearing from the DHCFP. The vendor is required to provide access to and information about the State Fair Hearing process in the event a recipient's appeal is not resolved in favor of the recipient. Grievances are not eligible for referral to the State Fair Hearing process.

3.12.2.7 A recipient, or a provider acting on behalf of the recipient, may file an appeal or grievance either orally or in writing. Unless the recipient has requested an expedited resolution, an oral appeal may be followed by a written, signed appeal. The vendor may not require a written signed appeal following an oral request for an expedited appeal. If a grievance or appeal is filed orally, the vendor is required to document the contact for tracking

purposes and to establish the earliest date of receipt. There is no requirement to track routine telephone inquiries.

3.12.2.8 For tracking purposes, an oral appeal or grievance is differentiated from a routine telephone inquiry by the content of the inquiry.

Recipients and providers may appeal an unfavorable decision regarding either an administrative or dental care-related grievance. As with grievances, emergency appeals (i.e., those involving serious and imminent threat to the patient's health) are assigned the highest priority and are expedited and resolved within 24 hours or by the close of the next business day. Standard resolution of appeals is completed within 45 dates of receipt, with an extension of up to 14 days if needed.

For this program, if a recipient requests administrative review of an appeal's disposition, Delta Dental will communicate that request to the DHCFP. We will provide a clinician (i.e., a dentist) to represent us and the DHCFP at all dental administrative hearings. We commit to working closely with the DHCFP to complete such reviews and, as appropriate, make changes to our services that will help reduce future grievances and appeals.

Delta Dental has carefully reviewed the grievance and appeal requirements in the RFP and in 42 CFR 438 Subpart F. We will make any needed revisions to our current process following contract award to ensure compliance with the applicable CFRs and RFP requirements and/or specific instructions from the DHCFP. We will submit written copies of our grievance and appeal processes at the time our policies and procedures are submitted. Once we have received the DHCFP approval of our grievance and appeal procedures, we will not modify them without prior written approval. We will give the DHCFP a copy of the approved procedures and provide updated and/or replacement copies as needed.

Specifically, we commit to the following:

- ***We will allow the recipient, or provider acting on behalf of the recipient, to file an appeal within a reasonable State-defined timeframe that cannot be less than 20 calendar days or exceed 90 calendar days from the date on the entity's notice of action.***
- ***Require that if a provider files an appeal on the recipient's behalf, with the exception of an expedited appeal, the provider will first obtain the recipient's written permission.***
- ***We will continue the recipient's benefits while an appeal is in process if all of the following conditions are met:***
  - ***The appeal is filed on or before the later of the following: a) within 10 calendar days plus mailing time of our mailing the Notice of Action; or b) the intended effective date of our proposed action;***
  - ***The appeal involves the termination, suspension, or reduction of a previously authorized course of treatment;***
  - ***The services were ordered by an authorized provider;***
  - ***The authorization period has not expired and***
  - ***The recipient requests continuation of benefits.***
- ***Delta Dental will continue or reinstate the recipient's benefits while the appeal is pending, and the benefits will be continued until one of the following occurs:***
  - ***The recipient withdraws the appeal;***

- ***The recipient does not request a State Fair Hearing with continuation of benefits within 10 days from the date the Vendor mails an adverse appeal decision;***
- ***A State Fair Hearing decision adverse to the recipient is made, or***
- ***The service authorization expires or authorization limits are met.***

In the event a recipient's appeal is not resolved in favor of the recipient, we commit to providing access to and information about the State Fair Hearing process to such recipient.

3.12.3 AUTHORIZATION AND NOTICE TIMELINESS REQUIREMENTS

3.12.3 Authorization and Notice Timeliness Requirements

3.12.3.1 The vendor must provide standard authorization decisions as expeditiously as the recipient's health requires and within the State's established timelines that may not exceed fourteen (14) calendar days following receipt of the request for service, with a possible extension of up to fourteen (14) additional calendar days if the recipient or provider requests the extension; or, the vendor justifies (to the DHCFP upon request) a need for additional information and how the extension is in the recipient's interests. The vendor must provide written notice of the reason for the extension and inform the recipient of their right to file a grievance.

3.12.3.2 For cases in which a provider indicates or the vendor determines that following the standard timeframe could seriously jeopardize the recipient's life or health or ability to attain, maintain, or regain maximum function, the vendor must make an expedited authorization decision and provide a Notice of Action as expeditiously as the recipient's health condition warrants and no later than seventy-two (72) hours after receipt of the request for service. The vendor may extend the (72) hours' time period by up to fourteen (14) calendar days if the recipient requests an extension or if the vendor justifies (to the DHCFP upon request) a need for additional information and how the extension is in the recipient's best interest. The vendor must provide written notice of the reason for the extension and inform the recipient of their right to file a grievance.

Delta Dental maintains a staff of qualified, clinically trained personnel whose primary duties are to assist in evaluating medical necessity for dental specialty services. Staff dental consultants review preauthorization requests on a case-by-case basis. Our dental consultants also possess both the knowledge and the capability to correctly determine the need for dental services rendered in a non-dental office setting, taking into account the special needs of the patient (i.e., physical, behavioral or cultural), available dental resources, urgency of the condition, post-procedure care and other critical factors that may influence an authorization decision. All preauthorization requests to be denied or modified/limited are individually reviewed by the dental director for a final decision, and the dental director is available to consult with the treating dentist regarding requested services.

Per the requirements in this RFP, we commit to the following regarding pre-authorizations:

- ***We will provide standard authorization decisions as expeditiously as the recipient's health requires and within the State of Nevada's established timelines that may not exceed 14 calendar days following receipt of the request for service, with a possible extension of up to 14 additional calendar days if the recipient or provider requests the extension; or if we justify (to the DHCFP upon request) a need for additional information and how the extension is in the recipient's interests. We will provide written notice of the reason for the extension and inform the recipient of their right to file a grievance.***
- ***For cases in which a provider indicates or Delta Dental determines that following the standard timeframe could seriously jeopardize the recipient's life or health or ability to attain, maintain, or regain maximum function, we will make an expedited authorization decision and provide a Notice of Action as expeditiously as the recipient's health condition warrants. This will be no later than 72 hours after receipt of the request for service. We may extend the 72 hours' time period by up to 14 calendar days if the recipient requests an extension or if the vendor justifies (to the DHCFP upon request) a need for additional information and how the extension is in the recipient's best interest. We will provide written notice of the reason for the extension and inform the recipient of their right to file a grievance in this case as well.***

3.12.4 NOTICE OF ACTION

3.12.4 Notice of Action

3.12.4.1 The vendor must provide a written Notice of Action to the recipient when the vendor takes action or makes an adverse determination affecting the recipient. If a provider has made a request on a recipient's behalf and the vendor makes an adverse determination, the provider must be notified but this notification need not be in writing.

3.12.4.2 The notice must meet all of the following requirements:

A. Be available in the State-established prevalent non-English languages;

B. Be available in alternative formats for persons with special needs (visually impaired recipients, or recipients with limited reading proficiency); and

C. Use easily understood language and format requirements of 42 CFR 438.404(c); 42 CFR 438.10(c) and (d).

3.12.4.3 A written Notice of Action to the recipient must meet the following requirements and must explain:

A. The action the vendor or its subcontractor has taken or intends to take;

B. The reasons for the action;

C. The recipient's or the provider's right to file an appeal, if he/she disagrees with decision;

D. The recipient's right to request a State Fair Hearing after the recipient has exhausted the vendor's internal appeal procedures;

E. The procedures for exercising the recipient's rights to appeal;

F. The circumstances under which expedited resolution is available and how to request it;

G. The recipient's rights to have benefits continue if the appeal is filed on or before the latter of the following: within ten (10) calendar days of the vendor mailing the Notice of Action or the intended effective date or the proposed action pending the resolution of the appeal, how to request that benefits be continued, and the circumstances under which the recipient may be required to pay the costs of these services;

H. That the recipient may represent himself or use legal counsel, a relative, a friend, or other spokesman;

I. The specific regulations that support, or the change in federal or State law that requires the action; and

J. The recipient's right to request an evidentiary hearing if one is available or a state agency hearing, or in cases of action based on change in law, the circumstances under which a hearing will be granted.

3.12.4.4 The vendor must give notice at least ten (10) calendar days before the date of action when the action is a termination, suspension, or reduction of previously authorized covered services. This timeframe may be shortened to five (5) days if probable recipient fraud has been verified.

3.12.4.5 The vendor must give notice by the date of the action for the following circumstances:

A. In the death of the recipient;

B. A signed written recipient statement requesting termination or giving information requiring termination or reduction of services (where the recipient understands that this must be the result of supplying that information);

C. The recipient's admission to an institution where he is ineligible for Medicaid services;

D. The recipient's address is unknown and mail directed to him has no forwarding address; or

E. The recipient has been accepted for Medicaid services by another local jurisdiction, state, territory, or commonwealth.

3.12.4.6 The vendor must give a Notice of Action on the date of action when the action is a denial of payment.

3.12.4.7 The vendor must give notice on the date that the timeframes expire when service authorization decisions are not reached within the timeframes for either standard or expedited service authorizations. Untimely service authorizations constitute a denial and are thus adverse actions.

3.12.4.8 The recipient's right to receive written resolution notice that includes the results of the process and the date it was completed. In addition, reasonable efforts shall be made to provide oral resolution notice.

3.12.4.9 For appeals not resolved wholly in favor of the recipients, the notice must include:

A. The right to request a State Fair Hearing, and how to do so;

B. The right to request to receive benefits while the hearing is pending, and how to make the request; and

C. That the recipient may be held liable for the cost of those benefits if the hearing decision upholds the vendor's action.

In the event Delta Dental takes action or makes an adverse determination affecting the recipient, or if a provider has made a request on a recipient's behalf and we make an adverse determination, we will provide a written Notice of Action to the recipient.

This Notice of Action will include the following:

- ***Be available in the State-established prevalent non-English languages;***
- ***Be available in alternative formats for persons with special needs (visually impaired recipients, or recipients with limited reading proficiency) and***
- ***Easily understood language and format requirements of 42 CFR 438.404(c); 42 CFR 438.10(c) and (d).***

In addition to meeting the above requirements, the Notice of Action will also include the following information and explanations:

- ***The action Delta Dental or one of its subcontractors has taken or intends to take;***
- ***The reasons for the action;***

- ***The recipient's or the provider's right to file an appeal, if there is a disagreement with the decision;***
- ***The recipient's right to request a State Fair Hearing after the recipient has exhausted the Delta Dental's internal appeal procedures;***
- ***The procedures for exercising the recipient's rights to appeal;***
- ***The circumstances under which expedited resolution is available and how to request it;***
- ***The recipient's rights to have benefits continue if the appeal is filed on or before the latter of the following: within 10 calendar days of Delta Dental mailing the Notice of Action or the intended effective date or the proposed action pending the resolution of the appeal, how to request that benefits be continued, and the circumstances under which the recipient may be required to pay the costs of these services;***
- ***That the recipient may represent himself or use legal counsel, a relative, a friend, or other spokesman;***
- ***The specific regulations that support, or the change in federal or State law that requires the action and***
- ***The recipient's right to request an evidentiary hearing if one is available or a state agency hearing, or in cases of action based on change in law, the circumstances under which a hearing will be granted.***

In the event the action is a termination, suspension, or reduction of previously authorized covered services, we will give notice at least 10 calendar days before the date of such action. If probable recipient fraud has been verified, Delta Dental may shorten this time to five days.

Delta Dental will give notice by the date of the action for the following circumstances:

- ***In the death of the recipient;***
- ***A signed written recipient statement requesting termination or giving information requiring termination or reduction of services (where the recipient understands that this must be the result of supplying that information);***
- ***The recipient's admission to an institution where he is ineligible for Medicaid services;***
- ***The recipient's address is unknown and mail directed to him has no forwarding address; or The recipient has been accepted for Medicaid services by another local jurisdiction, state, territory, or commonwealth.***

We will give a Notice of Action on the date of action when the action is a denial of payment.

Delta Dental will give notice on the date that the timeframes expire when service authorization decisions are not reached within the timeframes for either standard or expedited service authorizations.

We will ensure the recipient receives a written resolution notice that includes the results of the process and the date it was completed. In addition, we will make reasonable efforts to provide oral resolution notice.

For appeals not resolved wholly in favor of the recipients, the Notice of Action will include the following information:

- ***The right to request a State Fair Hearing, and how to do so;***

- ***The right to request to receive benefits while the hearing is pending, and how to make the request and***
- ***That the recipient may be held liable for the cost of those benefits if the hearing decision upholds Delta Dental's action.***

3.12.5 HANDLING OF GRIEVANCES AND APPEALS

3.12.5 Handling of Grievances and Appeals

The vendor is required to dispose of each grievance and resolve each appeal and to provide notice as expeditiously as the recipient's health condition requires within the State's established time frames specified as follows:

3.12.5.1 Standard disposition of grievances: The vendor is allowed no more than ninety (90) calendar days from the date of receipt of the grievance.

3.12.5.2 Standard resolution of appeals: The vendor is allowed no more than thirty (30) calendar days from the date of receipt of the appeal.

3.12.5.3 Expedited resolution of appeals: The vendor must resolve each expedited appeal and provide notice, as expeditiously as the recipient's health condition requires, not to exceed three (3) business days after the vendor receives the expedited appeal request. The vendor is required to establish and maintain an expedited review process for appeals when the vendor determines or the provider indicates that taking the time for a standard resolution could seriously jeopardize the recipient's life or health or ability to attain, maintain, or regain maximum function. The vendor must ensure that punitive action is not taken against a provider who requests an expedited resolution or supports an appeal. If the vendor denies a request for an expedited resolution of an appeal, it must transfer the appeal to the standard timeframe of no longer than thirty (30) calendar days from the day the vendor receives the appeal (with a possible fourteen (14) calendar day extension) for resolution of appeal and give the recipient prompt oral notice of the denial and follow up within two (2) calendar days with a written notice.

A. The vendor must inform the recipient of the limited time available to present evidence and allegations of fact or law, in person or in writing, in the case of the expedited resolution.

B. These time frames may be extended up to fourteen (14) calendar days if the recipient requests such an extension or the vendor demonstrates to the satisfaction of the DHCFP that there is a need for additional information and how the extension is in the recipient's interests. If the State grants the vendor's request for an extension, the vendor must give the recipient written notice of the reason for the delay.

3.12.5.4 In handling grievances and appeals, the vendor must meet the following requirements:

A. The vendor must provide recipients any reasonable assistance in completing forms and taking other procedural steps, including assisting the recipient and/or the recipient's representative to arrange for non-emergency transportation services to attend and be available to present evidence at the appeal hearing. This also includes, but is not limited to, providing interpreter services and toll-free numbers that have adequate teletypewriter (TTY)/ Telecommunications device for the deaf (TDD) and interpreter capability;

B. Acknowledge receipt of each grievance and appeal;

C. Ensure that the individuals, or their subordinates, who make decisions on grievances and appeals were not involved in any previous level of review or decision-making; and

D. Ensure that the individuals who make decisions on grievances and appeals are health care professionals who have the appropriate clinical expertise in treating the recipient's condition or disease if the grievance or appeal involves any of the following:

1. An appeal of a denial that is based on medical necessity;

2. A grievance regarding the denial of an expedited resolution of an appeal; or

3. A grievance or appeal that involves clinical issues.

3.12.5.5 The process for appeals also requires:

A. That oral inquiries seeking to appeal an action are treated as appeals (in order to establish the earliest possible filing date for the appeal) and must be confirmed in writing unless the recipient requests expedited resolution;

B. That the recipient is provided a reasonable opportunity to present evidence, and allegations of fact or law, in person as well as in writing, and that the recipient is informed by the Vendor of the limited time available for this in the case of expedited resolution;

C. That the recipient and his/her representative is provided the opportunity, before and during the appeals process, to examine the recipient's case file, including medical records, and any other document and records considered during the appeals process; and

D. The vendor to include, as parties to the appeal, the recipient and his/her representative or the legal representative of a deceased recipient's estate.

3.12.5.6 The vendor shall notify the recipient of the disposition of the grievance and appeal in written format. The written notice must include the results of the resolution process and the date it was completed. For appeals that are not wholly resolved in favor of the recipient, the notice must also include:

A. The right of the recipient to request a State Fair Hearing from the DHCFP and how to do so;

B. The right to request to receive benefits while the hearing is pending and how to make this request; and

C. That the recipient may be held liable for the cost of those benefits if the State Fair Hearing's Officer upholds the vendor's action.

3.12.5.7 For expedited appeal resolution requests, the vendor is required to make a good faith effort to provide an oral notice of the disposition in addition to the required written notice.

3.12.5.8 The vendor is required to maintain records of grievances and appeals, which the DHCFP will review as part of the Division's quality strategy.

3.12.5.9 The vendor shall devote a portion of its regularly scheduled Quality Management / Quality Improvement committee meetings to the review of recipient complaints and appeals that have been received.

Grievance Dispositions and Appeal Resolutions

Delta Dental commits to expeditiously dispose of each grievance and resolve each appeal and to provide notice as the recipient's health condition requires, within the State's established time frames.

For standard (i.e., non-emergency) grievances, it is Delta Dental's policy to acknowledge the grievance, collect pertinent records, resolve the grievance and notify the recipient and/or provider of the resolution within 30 calendar days of receipt. Emergency grievances involving clinical issues are resolved within 24 hours of receipt or by the close of the next business day. Our acknowledgement letter for expedited grievances filed by recipients informs them that they are not required to participate in Delta Dental's grievance process prior to applying to a regulatory agency for review of an urgent issue. Expedited grievances are reported to regulatory agencies as required.

Recipients and providers may appeal an unfavorable decision regarding either an administrative or dental care-related grievance. As with grievances, emergency appeals

(i.e., those involving serious and imminent threat to the patient's health) are assigned the highest priority and are expedited and resolved within 24 hours or by the close of the next business day. Standard resolution of appeals is completed within 30 calendar days of receipt.

Expedited Grievances and Appeals

Delta Dental accepts grievances and appeals by telephone, letter, on a grievance/appeal form or on-line through our website. We provide a toll-free number that callers can use for filing grievances and appeals. Because our first notice of a potential grievance or appeal is usually a call to our Call Center, our CSRs receive special training regarding the handling of grievances and appeals. Expedited grievances or appeals are immediately forwarded to an analyst or staff dental consultant.

Delta Dental commits to resolving each expedited appeal and to provide notice, as expeditiously as the recipient's health condition requires, not to exceed three business days after we receive the expedited appeal request.

We will establish and maintain an expedited review process for appeals when we determine or the provider indicates that taking the time for a standard resolution could seriously jeopardize the recipient's life or health or ability to attain, maintain, or regain maximum function.

No punitive actions will be taken against a provider who requests an expedited resolution or supports an appeal. If we deny a request for an expedited resolution of an appeal, it must transfer the appeal to the standard timeframe of no longer than 30 calendar days from the day the we receive the appeal (with a possible 14 calendar day extension) for resolution of appeal and give the recipient prompt oral notice of the denial and follow up within two calendar days with a written notice.

In the case of the expedited resolution, we will inform the recipient of the limited time available to present evidence and allegations of fact or law, in person or in writing.

If the recipient requests an extension of time or Delta Dental demonstrates to the satisfaction of the DHCFP that there is a need for additional information and how an extension is in the recipient's interests, these time frames may be extended up to 14 calendar days. If the State grants our request for an extension, we will give the recipient written notice of the reason for the delay.

Standard Grievances and Appeals

For this program, if a recipient requests administrative review of an appeal's disposition, Delta Dental will communicate that request to the DHCFP. We will provide a clinician (i.e., a dentist) to represent us and the DHCFP at all dental administrative hearings. We commit to working closely with the DHCFP to complete such reviews and, as appropriate, make changes to our services that will help reduce future grievances and appeals.

Delta Dental will provide recipients any reasonable assistance in completing forms and taking other procedural steps for the appeal hearing. This will include:

- ***Assisting the recipient and/or the recipient's representative to arrange for non-emergency transportation services to attend and be available to present evidence at the appeal hearing.***
- ***Providing interpreter services and toll-free numbers that have adequate teletypewriter (TTY)/ Telecommunications device for the deaf (TDD) and interpreter capability.***

In additions to the above listed recipient assistance we commit to the following:

- ***Acknowledge receipt of each grievance and appeal in writing;***
- ***Ensure that the individuals, or their subordinates, who make decisions on grievances and appeals are not involved in any previous level of review or decision-making and***
- ***Ensure that the individuals who make decisions on grievances and appeals are health care professionals who have the appropriate clinical expertise in treating the recipient's condition or disease if the grievance or appeal involves any of the following:***
  - ***An appeal of a denial that is based on medical necessity;***
  - ***A grievance regarding the denial of an expedited resolution of an appeal; or***
  - ***A grievance or appeal that involves clinical issues.***

Our current process for appeals also includes the following:

- ***Oral inquiries seeking to appeal an action are treated as appeals (in order to establish the earliest possible filing date for the appeal) and must be confirmed in writing unless the recipient requests expedited resolution;***
- ***The recipient is provided a reasonable opportunity to present evidence, and allegations of fact or law, in person as well as in writing, and that the recipient is informed of the limited time available for this in the case of expedited resolution;***
- ***The recipient and representative is provided the opportunity, before and during the appeals process, to examine the recipient's case file, including medical records, and any other document and records considered during the appeals process and***
- ***We include as parties to the appeal, the recipient and representative or the legal representative of a deceased recipient's estate.***

Delta Dental will notify the recipient of the disposition of the grievance and appeal in written format, which will include the results of the resolution process and the date it was completed. We will make a good faith effort to provide an oral notice of the disposition in addition to the required written notice.

For appeals that are not wholly resolved in favor of the recipient, the notice will also include:

- ***The right of the recipient to request a State Fair Hearing from the DHCFP and how to do so;***
- ***The right to request to receive benefits while the hearing is pending and how to make this request and***
- ***That the recipient may be held liable for the cost of those benefits if the State Fair Hearing's Officer upholds Delta Dental's action.***

Quality Review

If, through reviewing a grievance, Delta Dental identifies deficiencies that may pose an immediate risk to other recipients or if there is a probable pattern of substandard care evidenced in the grievance, the dental consultant notifies the dental director. The dental director may investigate and/or refer the matter to Delta Dental's Quality Assurance Committee. Next steps can include counseling the provider or requiring the provider to submit a corrective action plan. For egregious cases or when past corrective action has not been successful, we may elect to limit, restrict or terminate a provider's program participation. If immediate action is required to protect the health and safety of recipients or ensure access to care, the dental director may also act to restrict a provider's participation and/or transfer assigned recipients.

The grievance process can identify potential systemic issues that warrant further investigation. Based on investigation results, we take corrective action to address the root causes of grievances. Information from Delta Dental's grievance and appeals system is used to generate periodic reports to the dental director and the appropriate quality review committee. The data are also considered during the re-credentialing of existing providers. Our regularly scheduled Quality Management / Quality Improvement committee meetings include the review of recipient complaints and appeals that have been received.

We maintain records of grievances and appeals, which the DHCFP will be able to review as part of the Division's quality strategy.

3.12.6 STATE FAIR HEARING PROCESS

3.12.6 State Fair Hearing Process

3.12.6.1 The State Fair Hearing process is described in MSM Chapter 3100. A recipient, recipient's representative or the representative of a deceased recipient's estate has the right to request a State Fair Hearing from the DHCFP when they have exhausted the vendor's appeal system without receiving a wholly favorable resolution decision. The request for a State Fair Hearing must be submitted in writing within ninety (90) calendar days from the date of the vendor's notice of resolution.

3.12.6.2 The vendor is required to inform the recipient of their right to a State Fair Hearing, how to obtain such a hearing, and representation rules must be explained and provided in writing to the recipient by the vendor pursuant to 42 CFR 431.200(b); 42 CFR 431.220(5); 42 CFR 438.414; and 42 CFR 438.10(g)(1).

3.12.6.3 The vendor will participate in the State Fair Hearing process, at the vendor's expense, in each circumstance in which a recipient for whom the vendor has made an adverse determination requests a State Fair Hearing. The vendor is bound by the decision of the Fair Hearing Officer. (Please refer to the

Chapter 3100 of the MSM for timeframes for standard and expedited State Fair Hearings.)

Delta Dental understands and acknowledges that we will inform program recipients of their right ot a State Fair Hearing. Information on how to obtain a hearing and representations rules will be included in the member handbook, which is included in the welcome materials provided upon entering the program.

Delta Dental will participate in the State Fair Hearing process, at our expense, in each circumstance in which a recipient for whom we have made an adverse determination requests a State Fair Hearing.

3.12.7 CONTINUATION OF BENEFITS

3.12.7 Continuation of Benefits While the Vendor's Appeal Process and the State Fair Hearing are pending.

3.12.7.1 The vendor must continue the recipient's benefits while the vendor's internal appeals process is pending and while the State Fair Hearing is pending if all of the following conditions exist:

A. The appeal is submitted to the vendor on or before the later of the following: within ten (10) days plus mailing time, of the vendor mailing the Notice of Action; or, the intended effective date of the vendor's proposed action;

B. The appeal involves the termination, suspension, or reduction of a previously authorized course of treatment;

C. The services were ordered by an authorized provider;

D. The original periods covered by the original authorization have not expired; and

E. The recipient requests an extension of benefits.

3.12.7.2 If, at the recipient's request, the vendor continues the recipient's benefits while the appeal is pending, the benefits must be continued until one of the following occurs:

A. The recipient withdraws the appeal;

B. Ten (10) days pass after the vendor mails the notice of action, providing the resolution of the appeal against the recipient, unless the recipient, within the 10-day timeframe has requested a State Fair Hearing with continuation of benefits until a State Fair Hearing decision is reached;

C. A State Fair Hearing Officer issues a hearing decision adverse to the recipient; and

D. The time period of service limits of a previously authorized service has been met.

3.12.7.3 If the final resolution of the appeal is adverse to the recipient, the vendor may recover the cost of the services furnished to the recipient while the appeal was pending, to the extent that they were furnished solely because of the requirements of this section and in accordance with policy set forth in 42 CFR 431.230(b).

3.12.7.4 If the vendor or Fair Hearing Officer reverses an action to deny, limit, or delay services that were not furnished while the appeal was pending, the vendor must authorize or provide the disputed services promptly and as expeditiously as the recipient's health condition requires. If the vendor or State Fair Hearing Officer reverses a decision to deny authorization of services, and the recipient received the disputed services while the appeal was pending, the vendor must pay for those services.

Delta Dental will continue the recipient's benefits while our internal appeals process is pending and while the State Fair Hearing is pending if all of the following conditions exist:

- ***The appeal is submitted to the vendor on or before the later of the following:***
  - ***Within 10 days plus mailing time, of Delta Dental mailing the Notice of Action or***
  - ***The intended effective date of our proposed action;***

- ***The appeal involves the termination, suspension, or reduction of a previously authorized course of treatment;***
- ***The services were ordered by an authorized provider;***
- ***The original periods covered by the original authorization have not expired and***
- ***The recipient requests an extension of benefits.***

We will continue the recipient's benefits while the appeal is pending if the recipient requests as such. These benefits will be continued until one of the following occurs:

- ***The recipient withdraws the appeal;***
- ***Ten days pass after we mail the Notice of Action, which provides the resolution of the appeal against the recipient. This is unless the recipient, within the 10-day timeframe, has requested a State Fair Hearing with continuation of benefits until a State Fair Hearing decision is reached;***
- ***A State Fair Hearing Officer issues a hearing decision adverse to the recipient and***
- ***The time period of service limits of a previously authorized service has been met.***

We may recover the cost of the services furnished to the recipient while the appeal was pending, if the final resolution of the appeal is adverse to the recipient. This would be to

the extent that they were furnished solely because of the requirements of this section and in accordance with policy set forth in 42 CFR 431.230(b).

If the vendor or Fair Hearing Officer reverses an action to deny, limit, or delay services that were not furnished while the appeal was pending, we will authorize or provide the disputed services promptly and as expeditiously as the recipient's health condition requires. If Delta Dental or State Fair Hearing Officer reverses a decision to deny authorization of services, and the recipient received the disputed services while the appeal was pending, we will pay for those services.

3.12.8 PROVIDER GRIEVANCES AND APPEALS

3.12.8 Provider Grievances and Appeals

The vendor must establish a process to resolve any provider grievances and appeals that are separate from, and not a party to, grievances and appeals submitted by providers on behalf of recipients. Written grievance and appeals procedures must be included, for review and approval, at the time the vendor policies and procedures are submitted to the DHCFP and at any time thereafter when the vendor's provider grievance and appeals policies and procedures have been revised or updated. The vendor may not implement any policies and procedures concerning its provider grievance and appeal system without first obtaining the written approval of the DHCFP.

The following provisions reflect minimum requirements and are not intended to limit the scope of the vendor's grievance and appeals process for providers.

3.12.8.1 General Requirements

The vendor must accept written or oral grievances and appeals that are submitted directly by the provider as well as those that are submitted from other sources, including the DHCFP. An oral appeal must be followed by a written, signed appeal; however, the oral appeal must count as the initial date of appeal. The vendor must keep a written or electronic record of each provider grievance and appeal to include a description of the issue, the date filed, the dates and nature of actions taken, and the final resolution. The vendor must issue a final decision, in writing, no later than:

A. Ninety (90) calendar days after a grievance is filed; and

B. Thirty (30) calendar days after an appeal is filed.

Delta Dental's provider handbook describes the covered benefits package, recipient eligibility and provider obligations for compliance with all administrative, legal and regulatory requirements. Included in the handbook is a provider grievance process to address and resolve provider concerns. The agreement between Delta Dental and each

network dentist contains a provision that obligates the provider to comply with all handbook provisions and any subsequent updates. The handbook is distributed to providers at the conclusion of the contracting process.

Our provider grievances and appeals process is separate from the process for grievances and appeals submitted by providers on behalf of recipients. We will submit written grievance and appeals procedures for review and approval at the time our policies and procedures are submitted to the DHCFP and at any time thereafter when our provider grievance and appeals policies and procedures have been revised or updated. We will not implement any policies and procedures concerning our provider grievance and appeal system without first obtaining the written approval of the DHCFP.

As per the requirement in this RFP Delta Dental commits to the following:

- ***We will accept written or oral grievances and appeals that are submitted directly by the provider as well as those that are submitted from other sources, including the DHCFP.***
- ***If we do receive an oral appeal, we will require it to be followed by a written, signed appeal. If this occurs, the oral appeal will count as the initial date of appeal.***
- ***We will keep a written or electronic record of each provider grievance and appeal to include a description of the issue, the date filed, the dates and nature of actions taken, and the final resolution.***
- ***We will issue a final decision, in writing, no later than:***
  - ***Ninety calendar days after a grievance is filed and***
  - ***Thirty calendar days after an appeal is filed.***

State Fair Hearings

3.12.8.2 State Fair Hearings

When a provider has exhausted the vendor's internal appeals process, the provider has the right to submit a written request to the DHCFP for a State Fair Hearing. It is the vendor's responsibility to notify the provider of this right at the time the provider enters into a contract with the vendor and when the outcome of an appeal is not wholly in favor of the provider pursuant to 42 CFR 431.200(b); 42 CFR 431.220(5); 42 CFR 438.414; and 42 CFR 438.10(g)(1). A State Fair Hearing decision will be made within ninety (90) calendar days from the date of request for direct access to a State Fair Hearing. Disputes eligible for the State Fair Hearing process include:

A. Denial or limited authorization of a requested service;

B. Reduction, suspension or termination of a previously authorized service;

C. Denial, in whole or in part, of payment for a service;

D. Demand for recoupment;

E. Failure of the vendor to meet specified timeframes (e.g., authorization, claims processing, appeal resolution); and

F. The denial for disenrollment for good cause.

Our discussion of State Fair Hearings in included in our response to RFP requirement 3.12.9, Expedited State Fair Hearing.

3.12.9 EXPEDITED STATE FAIR HEARING

3.12.9 Expedited State Fair Hearing

3.12.9.1 The State's timeframe for reaching an expedited State Fair Hearing decision when the appeal was first heard through the Vendors appeal process is as expeditiously as the recipient's health condition requires, but no later than three (3) working days from the State's receipt of a hearing request for a denial of service that:

A. Meets the criteria for an expedited appeal process but was not resolved within the vendor's expedited appeal timeframes, or

B. Was resolved wholly or partially adversely using the vendor's expedited appeal timeframes.

3.12.9.2 The State's timeframe for reaching an expedited State Fair Hearing decision when the appeal was made directly to the State's Fair Hearing process without accessing the vendor appeal Process is as expeditiously as the recipient's health condition requires, but no later than 3 working days from the State's receipt of a hearing request for a denial of service that meets the criteria for an expedited resolution.

The DHCFP will not accept requests for State Fair Hearings that address provider enrollment, termination or other contract disputes between the vendor and its providers and/or subcontractors. Likewise, grievances are not eligible for State Fair Hearings.

3.12.9.3 The vendor is bound by the decision of the Fair Hearing Officer and must comply with any decision resulting from the Fair Hearing process.

As per the Nevada Department of Health and Human Services website: "Nevada Medicaid providers are offered a Fair Hearing for any adverse action taken against them by the Division of Health Care Financing and Policy (DHCFP), their QIO vender, a Health Care Management Organization, or any contractor acting on behalf of the DHCFP."

With regards to the State Fair Hearing process we understand and acknowledge the following:

- ***If a provider has exhausted our internal appeals process, the provider has the right to submit a written request to the DHCFP for a State Fair Hearing.***
- ***It is our responsibility to notify the provider of this right at the time the provider enters into a contract with Delta Dental.***
- ***It is also our responsibility to notify the provider of this right when the outcome of an appeal is not wholly in favor of the provider pursuant to 42 CFR 431.200(b); 42 CFR 431.220(5); 42 CFR 438.414; and 42 CFR 438.10(g)(1).***
- ***A State Fair Hearing decision will be made within 90 calendar days from the date of request for direct access to a State Fair Hearing.***

Disputes eligible for the State Fair Hearing process include:

- ***Denial or limited authorization of a requested service;***
- ***Reduction, suspension or termination of a previously authorized service;***
- ***Denial, in whole or in part, of payment for a service;***
- ***Demand for recoupment;***
- ***Failure of Delta Dental to meet specified timeframes (e.g., authorization, claims processing, appeal resolution) and***
- ***The denial for disenrollment for good cause.***

With regards to the expedited State Fair Hearing process we understand and acknowledge the following:

- ***Grievances will not be eligible for State Fair Hearings.***
- ***Requests for State Fair Hearings that address provider enrollment, termination or other contract disputes between Delta Dental and any of our providers and/or subcontractors will not be accepted by the DHCFP.***
- ***When an appeal is first heard through Delta Dental's appeal process, the State's timeframe for reaching an expedited State Fair Hearing decision will be as expeditiously as the recipient's health condition requires, but no later than three working days from the State's receipt of a hearing request for a denial of service that:***
  - ***Meets the criteria for an expedited appeal process but was not resolved within our expedited appeal timeframes, or***
  - ***Was resolved wholly or partially adversely using Delta Dental's expedited appeal timeframes.***
- ***If an appeal is made directly to the State's Fair Hearing process without first accessing Delta Dental's appeal process, the State's timeframe for reaching an expedited State Fair Hearing will be as expeditiously as the recipient's health condition requires, but no later than three working days from the State's receipt of a hearing request for a denial of service that meets the criteria for an expedited resolution.***
- ***Delta Dental will comply with any decision resulting from the Fair Hearing process.***

3.13 MANAGEMENT INFORMATION SYSTEM (MIS)

Delta Dental commits to complying with all Nevada DBA program management information system provisions in RFP Subsection 3.13, Management Information System (MIS). We describe our approach to meeting the RFP requirements in the sections that follow.

3.13.1 MANAGEMENT INFORMATION SYSTEM (MIS)

3.13.1 The vendor shall operate an MIS capable of maintaining, providing, documenting, and retaining information sufficient to substantiate and report vendor's compliance with the contract requirements.

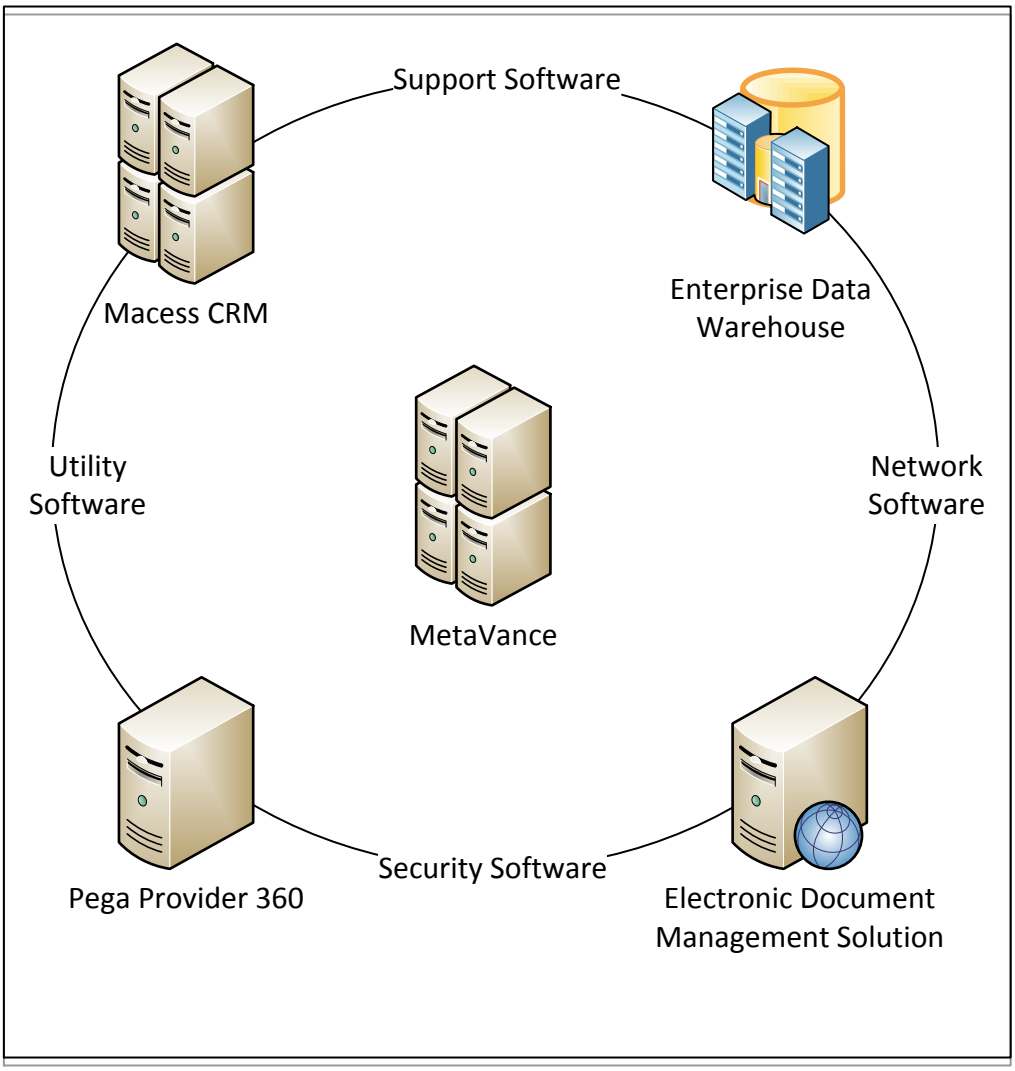
Delta Dental has the necessary hardware, software, networks, and communications systems in place to ensure a smooth transition and delivery of services for the Nevada DBA program. Delta Dental's Management Information System (MIS) is comprised of a robust dental payor application, electronic document management solution (EDMS), provider management system, customer relationship management (CRM) and workflow application, and a data warehouse with business intelligence application in conjunction with various network, security, utility and support software.

Delta Dental's information technology systems, solutions and tools have been carefully selected to work together cohesively to produce an enterprise solution suite that covers all tasks needed to provide for contracted functions and reporting. Each system, solution, or tool is maintained to stay current as appropriate for its use and integration with other systems. Delta Dental's dedicated IT staff monitor the systems and stay abreast of required updates and patches to ensure that the complete solution supports the administration and business of dental benefit insurance for our customers and their recipients.

The MIS is depicted conceptually in the exhibit below.

EXHIBIT 3.13–1, DELTA DENTAL MANAGEMENT INFORMATION SYSTEM

Delta Dental Management Information System (MIS)



NV16_004

MetaVance

At its core, the MIS member-centric dental payor application – the MetaVance Administration and Finance (MetaVance) system by Hewlett Packard Enterprise (HPE) – supports all functions, processes and procedures required for the Nevada DBA program, including:

- ***Enrollment and eligibility processing;***
- ***Provider network and compensation data;***
- ***Claims/encounters processing;***
- ***Benefit tracking and limitations;***

- ***Financial functions;***
- ***Utilization review;***
- ***Quality assurance activities;***
- ***Customized and standard operational and statistical reports;***
- ***Self-service functionality for enrollees and providers through web-based and interactive voice response system applications;***
- ***Telephone call tracking and resolution functionalities and***
- ***Electronic data transmission/exchange and interface capabilities.***

MetaVance is a scalable, configurable and modular system for managing health care payor processes. This full-featured automated system will maintain critical Nevada DBA program information in a controlled and structured manner. This ensures consistent application of covered benefits, provider fees and benefit rules for every county Delta Dental will serve in Nevada. With the MetaVance system, we have a proven solution that enables us to receive and adjudicate claims in full compliance with the processing performance standards of our Medicaid, CHIP and other government program contracts.

Macess CRM

Our customer relationship management (CRM) system, SunGard's Macess CRM, is a multi-functional solution that integrates seamlessly with other tools and technology used to support our Call Center, including the Recipient Services Department and Provider Services Unit. Macess is designed to ensure that important data is secure and easily accessible to those who need it to carry out their job functions. Macess CRM will provide the Nevada DBA program business environment with a convenient, efficient and scalable way to manage the customer experience.

Communication with recipients and providers is most often accomplished through our Macess CRM system. Macess provides e-mail functionality that allows documents of numerous formats, including those created in Microsoft Office, to be attached and e-mailed. The benefit of using the Macess e-mail functionality is that the communications are linked to the provider or recipients automatically, allowing users to compile a complete view of the history of interactions with the provider or recipient. Macess e-mail is continuously available, even outside normal Call Center operating hours.

EDMS

Delta Dental utilizes the SunGard Macess Enterprise Content Management (ECM) system and the Alfresco document management system jointly to fulfill EDMS needs. Macess combines content management, business process management or workflows and CRM into a single application solution that is integrated with the document management system.

The Macess ECM solution maintains documents and records that are received from a provider or recipient, allowing these records to be retrieved through multiple inquiry points. Users can search for documents by keyword and description. Records can also be retrieved as part of a customer service issue or event, or through query using the customer service contact number, provider identifier or Medicaid number, type of

document or record, and other key data indices. Macess ECM and CRM modules work jointly to provide the ability to store, cross-reference and quickly retrieve documents and transactions. Customer requests are captured via web-based forms to track customer service interactions and create work items based on the document or record type received.

A significant portion of documents and records received from providers are claims and encounters. Claims can be received via paper or electronically. Paper claims can be sent through mail or fax. Electronic claims and encounters can come through one of Delta Dental's clearinghouse vendors, directly from the provider office's Provider Practice Management System, or through Delta Dental's proprietary real-time electronic data interchange (EDI) system.

Regardless of the mode of receipt, all claims are validated to be stored in HIPAA-compliant 837 format and imaged for processing and archival purposes. (Paper documents are not retained because the scanned image becomes the system of record.) Delta has licensed from SunGard a scanning and optical character recognition (OCR) system called FormWorks, which employs a Rules Based System to ensure claim accuracy prior to processing. FormWorks allows for many of the rules to be automated. In the case of illegible print or incomplete data, a FormWorks keyer may be used to perform a member look-up process and verify the information. The overall process ensures that all claims are clean, complete, and accurate before being submitted to our core claims processing system, MetaVance. These clean claim records are submitted immediately to MetaVance throughout the day for adjudication. Claim images are stored in the Macess solution which is integrated with MetaVance and the CRM system to allow automated retrieval of claim images.

Scanned claims and attachments are organized into provider and recipient folders and stored in the document management functionality provided by Macess. Macess allows for search and retrieval of the documents using key values and file names.

Documents other than claims and claim attachments are also scanned and stored electronically in provider and recipient folders in Macess. Call Center Customer Service Representatives (CSRs) document their interactions in a Macess service form that is also stored in the provider or recipient's folder. CSRs can retrieve the provider's or recipient's folder and view any of the electronic documents and interactions received.

In addition to Macess, the Alfresco document management system manages all outgoing transactional documents such as Explanation of Benefits (EOBs) or Provider checks and letters. Outgoing documents for providers and recipients are generated in an automated fashion. These documents are associated with metadata describing the document type and recipient or provider information, and managed through the document management solution (Alfresco). This allows for versioning, securing/controlling access, searching and reporting on these documents. Communication to recipients and providers is managed through the correspondence module in Alfresco. Correspondence (letters or documents) can be generated using letter templates and standard text. The correspondence is stored in the document management system and cross-referenced to various data, such as a Medicaid number or Provider identifier, claim control number, date of receipt and so forth, for retrieval.

Pega Provider 360

Our provider management system, Pega Provider 360, is used to record actions and contacts related to provider information (office locations, hours, languages spoken, and so forth), contracts, credentialing, and to track and monitor provider visits to ensure providers are meeting their contractual requirements and that any identified deficiencies are rectified or appropriate action is taken. Credentialing activity is documented in Delta Dental's Pega Provider 360 credentialing database, along with credentialing files and the Credentialing Committee's minutes. These records preserve a history of the credentialing documents and our verifications and credentialing decisions.

Enterprise Data Warehouse

All claims and encounter data are stored in a single, normalized Enterprise Data Warehouse (EDW) that allows various types of tracking and utilization reports to be designed and executed. Delta Dental's EDW leverages integrated data analytics tools to collect, compile, analyze, and generate both electronic and hard copy reports in an Excel format.

Delta Dental's EDW and analytical tools, Business Objects and Crystal Reports, will be used to provide the DHCFP with both regularly scheduled and ad hoc reports. The EDW allows data to be extracted and analyzed from multiple sources with parity – that is, users can be assured that data carried in a data field means the same thing regardless of the source system from which it was obtained.

3.13.2 HIPAA PRIVACY AND CONFIDENTIALITY

3.13.2 The vendor shall have an MIS capable of documenting administrative and clinical procedures while maintaining the privacy and confidentiality requirements pursuant to HIPAA. The vendor shall provide the DHCFP with aggregate performance and outcome data, as well as its policies for transmission of data from network providers as outlined in this RFP, Reporting Guide and Attachments. The vendor shall have internal procedures to ensure that data reported to the DHCFP are valid and to test validity and consistency on a regular basis.

Delta Dental's MIS is capable of documenting the administrative and clinical procedures rendered to recipients, and maintains all HIPAA privacy and confidentiality requirements. Our MIS currently produces many of the types of reports identified in the RFP and Attachment T – Forms and Reporting Guide. Where a required report is not already produced, Delta Dental's Information Technology (IT) department will design and develop the report during the contract start-up period.

HIPAA Compliance

Delta Dental is committed to maintaining the highest possible level of security and confidentiality for our customers. Even before the implementation of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Delta Dental was vigilant in protecting the privacy and security of the health information placed in our custody. Our corporate commitment to safeguarding protected information and ensuring enterprise security is demonstrated by the experience and qualifications of our Office of Compliance and Information Technology (IT)/Applications Development staff and the knowledge instilled in all Delta Dental employees during their new employee orientation and required annual refresher training.

Delta Dental's systems and processes comply fully with all current applicable HIPAA provisions. We will continue to implement applicable upgrades as the regulations are revised over time or new regulations are introduced. HIPAA compliance efforts include, but are not limited to, the following measures that are designed to ensure current and future compliance with HIPAA:

- ***Implementing comprehensive policies and procedures regarding privacy and security that address:***
  - ***Confidentiality of protected health information (PHI) through all work processes;***
  - ***Administrative, technical and physical safeguards;***
  - ***Requests for PHI by various individuals or agencies (e.g., procedures for authentication, verification, authorization, access, amendment, restrictions and accounting of disclosure of PHI);***
  - ***Recipients' right to request and receive a copy of their medical records, and to request that they be amended or corrected;***
  - ***Use of PHI by business associates and***
  - ***Initial and ongoing training.***
- ***Using industry-standard software to encrypt and decrypt all e-mail communications containing PHI leaving Delta Dental's network, as well as a system that returns or bounces the e-mail back to the sender if the system determines that the e-mail may contain PHI;***
- ***Maintaining security measures that include controlled building access, systems access, unique computer passwords and signed confidentiality statements by employees upon hire;***
- ***Conducting mandated HIPAA training of all new employees and periodic ongoing refresher training for all current employees;***
- ***Analyzing all newly enacted legislation and regulations for applicability and content to ensure that all applicable requirements are implemented in a timely manner and achieve full compliance;***
- ***Distributing Business Associate Agreements to all of our business partners (signed agreements are tracked through our internally developed compliance database);***
- ***Issuing Notice of Privacy Practices for enrollees (a copy of our Notice of Privacy Practice is distributed to all new enrollees and is available on our website at www.deltadentalins.com/about/privacy/hipaa-privacy.html);***
- ***Installing secure servers, website and telephone security prompts, entity authentication capabilities and data encryption technology;***
- ***Using standardized transactions and code sets and***
- ***Tracking non-routine disclosures of PHI through our HIPAA database.***

Delta Dental's Office of Compliance (OOC) provides support for privacy and security inquiries, incident investigation and response, changes to laws and regulations and modifications to policies and procedures. OOC reports to our executive vice president and chief legal officer, who also serves as our corporate privacy officer.

Delta Dental's policies and procedures also meet the confidentiality requirements of all applicable state and federal laws. All data are classified as Public Information, Internal Use Only Information or Confidential Information (which includes Protected Health Information, Personal Information, Trade Secrets or Privileged Information). These policies and procedures include:

- ***Maintaining security measures that include controlled building access, system access, unique individual logons and passwords and signed confidentiality agreements by employees upon hire;***
- ***Thorough training of new employees and ongoing training of all employees;***
- ***Department of Risk, Ethics and Compliance review and implementation of newly enacted laws and regulations to ensure enterprise-wide compliance and***
- ***Appropriate administrative, technical and physical safeguards including secure servers, website and data encryption technology.***

Enrollee information is provided to our employees and network dentists for the sole purpose of eligibility verification and reimbursement. All employees are required to sign a confidentiality agreement that states they will not use, maintain or disclose without authorization any confidential information contained in company records, plans, proposals, reports or correspondence. Confidentiality agreements and non-disclosure agreements are in place with third-party vendors where applicable. Access to records is subject to applicable regulations and other regulatory provisions.

Data Transmission Policies

Accurate and correct submission of encounter data is accomplished through a combination of Delta Dental's strong data security practices and regular testing and validation. End-to-end testing of all electronic data interchange (EDI) transmissions, including encounter data, is part of our overall test plan. Data validation includes successful transmissions to a designated secured location as well as confirmation and accuracy of encounter data contained within the 837 record.

Delta Dental's data transmission policies and procedures ensure that data is submitted:

- ***Completely – all required data elements are included and***
- ***Correctly – the proper record and file format is presented.***

Our data transmission policies and procedures serve as the collective embodiment of data transmission strategies, policies and procedures, and will be provided to the DHCFP prior to implementation.

Delta Dental relies on our Secure File Transfer Protocol (SFTP) process to support HIPAA-compliant encounter data submission and processing. This is a well-tested and stable protocol used by many organizations who use EDI. It allows Delta Dental to plan a

low-risk implementation for file transfer of the dental encounter data between the provider, our claims processing system, and the DHCFP and its fiscal agent. Our proposed solution uses MoveIT DMZ SFTP software for secure transactions. We use MoveIT DMZ to safely and securely collect, store, manage and distribute sensitive information between Delta Dental and external entities, such as providers and other authorized trading partners. We quickly and securely exchange files using MoveIT DMZ over encrypted connections using any of the following methods:

- ***Hypertext Transfer Protocol (HTTP) over Secure Sockets Layer (SSL) (HTTPS);***
- ***FTP over SSL (FTPS); or***
- ***FTP over Secure Shell (SSH) (SFTP) protocols.***

Ensure Data Validity

Based on our systematic testing, validation and reconciliation practices, Delta Dental is prepared to fully certify that data submitted is accurate, complete, and consistent and represents the actual covered services provided. Delta Dental's thorough and methodical approach to establishing the data submission protocols ensure that encounter data is collected in standardized formats to the maximum extent possible.

Delta Dental uses the Edifecs compliance tool to ensure that EDI records are valid and complete, that is, that the data represents valid values and all data elements are present. Edifecs software streamlines the exchange of information between health plans and other healthcare organizations by performing automated checks of the data being transmitted.

Our business-to-business (B2B) team conducts internal reconciliations on all outbound encounter files. This includes all HIPAA validations as well as claim counts. Inbound 837s are also reconciled against trading partner claim counts and HIPAA compliance is validated.

3.13.3 ELIGIBILITY DATA

3.13.3 Eligibility Data

Delta Dental has extensive experience receiving and processing eligibility files electronically. We have successfully established and maintained electronic data interchange (EDI) capability with customers, vendors and contractors for more than 30 years, dating back to the establishment of widely accepted EDI standards in the early to mid-1980s. We process electronic eligibility data on a daily basis for a large number of customers with technologies that include Secure File Transfer Protocol (SFTP), secure web interfaces, Connect:Direct and Oracle Streaming. We accept and process standard eligibility 270 and 271 transactions, and standard enrollment 834 transaction files for virtually every one of our government and commercial customers.

Delta Dental will use our support system, the Enterprise System for Processing (ESP), to ***receive, process and maintain eligibility data. ESP accepts daily update files and full***

replacement files. Files are transmitted by authorized trading partners/customers and are securely loaded into the designated location upon successful account authentication.

The file intake process begins by moving inbound eligibility enrollment files to a dedicated drop zone for the Enrollment Eligibility Processing job. The Batch Member Interface (BMI) then processes and loads the information into the MetaVance system for eligibility verification, claims processing, and other functions that rely on the data. The Enrollment Eligibility Processing and BMI processes run automatically at scheduled intervals daily.

The ESP sends automated e-mails to the appropriate e-mail distribution list at the time of file receipt, acknowledging the receipt of the daily eligibility file. The ESP also sends alerts and e-mails to appropriate e-mail distribution lists, including the DHCFP and trading partner e-mail addresses, when there are issues of retrieving or loading daily eligibility data files. Standard information communicated to internal and external parties includes statistics of successful loads, including numbers of add, reinstatement, and rejected records.

Enrollment data is loaded from the daily 834 transaction files into the MetaVance system, which uses the recipient enrollment information for dental claims adjudication and authorization purposes. In this manner, Delta Dental always has the most current enrollment and eligibility information available. Delta Dental's MetaVance system successfully manages the large eligibility database required for our contracts. Each client is assigned a unique Delta Dental group number and all eligible primary members' identifiers are linked to that group number. Eligibility information is automatically verified when a dental claim is received for processing.

During the start-up period, we will work cooperatively with the DHCFP technical staff and/or designated representatives to define specific parameters, establish connectivity and clarify protocols for accepting and loading eligibility file updates.

Recipient Linking

3.13.3.1 The vendor enrollment system shall be capable of linking records for the same enrolled recipient that are associated with different Medicaid and/or Nevada Check Up identification numbers; e.g., recipients who are re-enrolled and assigned new numbers.

The MetaVance system uniquely identifies each recipient across populations and systems with the Persons table in the Oracle relational database. This database table is designed with a unique Persons ID that can be "linked", or chained, to other systems' IDs (e.g., Medicaid number). This feature allows details for the same person to be captured in other systems and chained back to MetaVance, while ensuring uniqueness and traceability back to the same individual.

Recipient Changes

3.13.3.2 The vendor shall update its eligibility database whenever enrolled recipients change names, phone numbers, and/or addresses, and shall notify DHCFP of such changes.

As an organization committed to outstanding service to customers and members, Delta Dental accepts requests through our Recipient Services Department from recipients who wish to change their name, phone number and/or address. These requests will be forwarded to the DHCFP for disposition.

It is imperative that recipient data is maintained by a designated data owner in a single system of record to ensure that all parties acquiring and using recipient data obtain the same information. Delta Dental does not consider itself to be the owner of recipient data. Accordingly, Delta Dental's processing standards prescribe no manual updating of recipient identifiers, eligibility categories, names, phone numbers and/or addresses, or other recipient data elements. Updates are made via file transactions received from the data owner; for the Nevada DBA program this would be the DHCFP and DWSS. Recipient data records are edited through the ESP process and records that contain invalid or unprocessable data (such as special characters in numeric format fields) are rejected before being loaded into the MetaVance system.

The ESP process generates reports that identify changes made to recipient data, number of rejected records, and number of accepted records. Through these reports, Delta Dental will notify the DHCFP of any changes to recipient name, phone number, and/or address.

Recipient Addresses

3.13.3.3 The vendor shall notify the DHCFP if the addresses of recipients are not accurate.

The MetaVance system contains many fields, or data elements, for a recipient. Because MetaVance uses a database to store recipient data, many data elements include the ability to store multiple instances of that data qualified by dates or other parameters. This allows better service to recipients and providers by recognizing that an individual's life is not static and changes over time. Recipient records include several address fields, including

- ***Permanent Residence Address and***
- ***Mailing Address – the MetaVance system is capable of storing multiple mailing addresses along with effective dates for the address.***

As noted above, the Recipient Services Department will accept and forward to the DHCFP requests to change recipient address information. Another means by which Delta Dental is made aware that a recipient address is not accurate is through returned mail. Mailings to recipients are returned to Delta Dental by the United States Postal Service (USPS) when a recipient has moved or otherwise no longer receives mail at a given

address. When this occurs, an incident is created in Delta Dental's CRM system, Macess, that not only documents that the mailing was undelivered, but initiates an automated workflow to Recipient Services Department representatives to attempt to resolve the issue. This automated workflow will be modified to include notification to the DHCFP that a recipient's address is inaccurate.

Additionally, Delta Dental utilizes Coding Accuracy Support System (CASS) certified software product to validate, correct, and standardize mailing addresses. CASS certified software products are required to be renewed with the USPS annually to meet current USPS conventions and standards. This product is integrated with the MetaVance system to ensure that addresses are entered, or corrected during entry, in the system using current USPS conventions. CASS certified software products generate reports indicating those addresses considered to be inaccurate according to USPS conventions. These reports will be presented to the DHCFP to allow correction of recipients address(es) in the system of record.

3.13.4 ENCOUNTER AND CLAIMS RECORDS

3.13.4 Encounter and Claims Records

3.13.4.1 The encounter data reporting system must be designed to assure aggregated, unduplicated service counts provided across service categories, provider types, and treatment facilities. The vendor shall use a standardized methodology capable of supporting CMS reporting categories for collecting service event data and costs associated with each category of service.

3.13.4.2 The vendor shall collect and submit service specific encounter data in the appropriate American Dental Association (ADA) Claims Form format or an alternative format if prior approved by the DHCFP. The data submitted to the actuary must balance with the data submitted to the DHCFP. The data shall be submitted in accordance with the requirements set forth in the contract. The data shall include all services reimbursed by Medicaid.

Encounter data are records of the dental care services provided to recipients and adjudicated by Delta Dental. Delta Dental's claims processing system has the capability to receive and transmit American Dental Association (ADA) and HIPAA-compliant Dental Health Care Claims/Encounters transactions, and we do so for numerous commercial and government customers. We understand the importance of submitting timely and properly formatted paid claims/encounters files to the DHCFP to ensure that they can draw down the maximum allowable amount of federal financial participation (FFP), update data warehouses, and use dental encounter data to form a complete history of services provided under the Medicaid and Nevada Check Up programs for Nevada's Medicaid and CHIP recipients.

The Delta Dental claims processing system, MetaVance, is a commercial solution used for our dental benefits management business. We have configured it for state Medicaid programs, to handle Medicaid-specific requirements such as dental encounter data reporting in standard HIPAA compliant formats.

Encounter data includes all data captured during the course of an encounter to track each recipient's dental screening, diagnosis, and treatment history. Encounter data is stored as part of our permanent claim record within MetaVance. Key data elements such as billing provider, recipient information, claims, rendering provider, adjustments, paid amounts, services rendered, tooth codes and treatment dates are just some of the data that can be accessed and mapped to an 837 encounter extract. Our 837 processing includes all adjudicated, voided and adjusted claims and will fully meet the requirements specified by the DHCFP for encounter processing.

3.13.5 DATA REQUIREMENTS AND CERTIFICATION

3.13.5 Data Requirements and Certification

3.13.5.1 All encounter data must be submitted to the DHCFP or designated contractor per EDI standards and federal regulations.

The MetaVance system produces encounter data in standard EDI formats tailored for state Medicaid programs. The encounter data is fully compliant with all CMS and HIPAA federal regulation requirements.

Delta Dental follows a series of procedures to ensure accuracy of the data being submitted, including reconciliation of encounter data to the source claims data. Delta Dental's reconciliation process helps ensure the accuracy of encounter data submissions. Accurate and correct submission of encounter data is accomplished through a combination of Delta Dental's strong data security practices and regular testing and validation. For encounter reporting, validation includes successful transmissions to a designated secured location as well as confirmation and accuracy of encounter data contained within the 837 record.

Delta Dental will ensure that encounter data is submitted:

- ***Accurately – the data reported reflects the same data present in the MetaVance claims history tables;***
- ***Completely – all required data elements are included and***
- ***Correctly – the proper record and file format is presented.***

During implementation, Delta Dental will conduct encounter data file testing with the DHCFP' or designated contractor to ensure that the files meet EDI standards and federal regulations.

Adjustments and Voids

3.13.5.2 All encounter data must reflect all adjustments and voids.

Finalized encounters include those encounters for covered benefits that have reached a final adjudication status (paid, adjusted, and denied). Encounter data that is still in process is not included until it reaches a final state. Delta Dental follows a series of procedures to ensure accuracy of the data being submitted, including reconciliation of encounter data to the source claims data. Delta Dental's reconciliation process helps ensure the accuracy of encounter data submissions.

Improper Payments

3.13.5.3 Regardless of collection status, all improper payments must be adjusted or voided from the encounter data within timeframes specified by the DHCFP.

Delta Dental's encounter data processing includes all adjudicated (paid and denied), voided and adjusted claims. Adjusted and voided claims are included in encounter data files and reporting at the time of final determination; collection of monies owed is a function of the financial processes and is handled outside of the claims and encounter processes. In this manner, Delta Dental ensures the DHCFP that improper payments are adjusted and voided from encounter data within the timeframes specified.

Certification

3.13.5.4 The contract requires the vendor to certify enrollment information, encounter data, payment data, and other information submitted to the State for purposes of developing vendor payment. Data must comply with the applicable certification requirements for data and documents specified by DHCFP pursuant to 42 C.F.R. § 438.604, 438.606 and 457.950. A certification, which attests, based on best knowledge, information, and belief that the data are accurate, complete and truthful as required by the State for participation in the Medicaid program and constrained in contracts, proposals and related documents.

3.13.5.5 The data submitted to the state by the vendor for purposes of determining vendor payments must be certified by one of the following:

A. The vendor's Chief Executive Officer;

B. The vendor's Chief Financial Officer; or

C. An individual who has delegated authority to sign for, and who reports directly to the vendor's Chief Executive Officer or the Chief Financial Officer.

3.13.5.6 Compliance with the requirement of data certification in this agreement is a condition for payment by the government. The vendor must agree that he/she has read and understands the data certification requirement and agree to comply with all applicable laws and regulations.

As Delta Dental's experience in serving government health programs has grown and matured, our processes for delivering our vendor payment requests (invoices) have been modified and enhanced accordingly. Delta Dental currently uses QuickBooks™, an Intuit product, for invoicing and accounts receivable tracking. In each of the past two years, our invoices to the California Medicaid (Medi-Cal) program have had an accuracy rate of 100%.

Invoices are prepared by the Delta Dental Finance department and approved by the Delta Dental Finance director and the Nevada Administrator. Each invoice will:

- ***Identify the billing and/or performance period covered;***
- ***Itemize allowable costs for the billing period;***
- ***Include or make reference to any necessary supporting data and information submitted to the State;***
- ***Contain a certification signed by the Executive Vice President and Chief Financial Officer (CFO) attesting that:***
  - ***Based on best knowledge, information, and belief that the data and information submitted to the State for purposes of developing vendor payment are accurate, complete and truthful as required by the State for participation in the Medicaid program and constrained in contracts, proposals and related documents, and***
  - ***All requisite deliverables and/or performance requirements for the period have been met and***
  - ***Be signed by the Vice President/Administrator certifying that the expenditures claimed are for the service(s) performed under this Contract.***

Delta Dental understands that compliance with the requirement of data certification in this agreement is a condition for payment by the government. Delta Dental agrees that we have read and understand the data certification requirement and agree to comply with all applicable laws and regulations.

3.13.6 EPSDT TRACKING SYSTEM

3.13.6 EPSDT Tracking System

The vendor shall operate a system that tracks EPSDT activities for each enrolled Medicaid eligible child by name and Medicaid identification number. The system shall allow the vendor to report annually on the CMS reporting form. This system shall be enhanced, if needed, to meet any other reporting requirements instituted by CMS or the DHCFP.

Delta Dental's MIS MetaVance and EDW applications provide EPSDT tracking that allows Delta Dental to complete the CMS Form CMS-416: Annual Early and Periodic Screening, Diagnostic, and Treatment (EPSDT) Participation Report. Delta Dental has experience tracking and providing the data for, and completing, the CMS-416 reports; notably for our Utah and California Medicaid contracts.

Claims for all dental services, including those services considered to be EPSDT rendered to Medicaid eligible children, are processed through the MetaVance claims processing function. The MetaVance reference data tables for dental services contain an indicator that, when set appropriately, identifies services considered to be EPSDT services. When claims are processed for Medicaid eligible children receiving EPSDT services, the claim information is tracked as EPSDT data. These claims are stored in the MetaVance claim history tables, and are also included in the EDW.

Delta Dental produces the CMS-416 by querying the claim history tables and reporting EPSDT participation in the format required by CMS. MetaVance reporting capabilities are robust and can support other reporting requirements that may be instituted. The EDW is also capable of extracting EPSDT data in a variety of formats and periodicity, to meet other reporting requirements instituted by CMS or the DHCFP.

3.14 OPERATIONAL REQUIREMENTS

Delta Dental commits to complying with all Nevada DBA program operational requirements provisions in RFP Subsection 3.14, Operational Requirements. We describe our approach to meeting the RFP requirements in the sections that follow.

3.14.1 DENTAL DIRECTOR'S OFFICE

3.14.1 Dental Director's Office

The vendor must designate a Dental Director to be responsible for the oversight of development, implementation and review of the vendor's Internal Quality Assurance Program, including implementation of and adherence to any Plan of Correction. The Dental Director need not serve full time or be a salaried employee of the vendor, but the vendor must be prepared to demonstrate it is capable of meeting all requirements using a part-time or contracted non-employee director. The vendor may also use assistant or associate Dental Directors to help perform the functions of this office. The Dental Director and the vendor's Utilization Management and Internal Quality Assurance Plan Committee are accountable to the vendor's governing body. The Dental Director must be licensed to practice dentistry in the State of Nevada.

Delta Dental will designate a full-time, salaried employee as dental director for the Nevada DBA Program. The dental director oversees the development, implementation and review of our Internal Quality Assurance Program (IQAP), including implementation of and adherence to any corrective action plans. The dental director serves as co-chair of the Quality Assurance (QA) Committee. Other committee members include representatives from the grievance, utilization management, credentialing and network development functional areas. QA committee members or their designees meet at least annually with representatives from the provider community to obtain their input regarding the development of and revisions to guidelines for quality of care.

The dental director also serves on the Quality Review Committee (QRC), which is responsible for monitoring the operational status of quality improvement policy and processes. The committee acts in concert with the dental director and other oversight committees to ensure that criteria are supported by evidence-based dentistry and accepted guidelines or accepted dental literature. In addition to the dental director, QRC members include staff dental consultants and the managers of the Claims Processing, Network Development, and Quality Assurance and Improvement units.

Additional information on our dental director's role in our quality assurance and quality review activities can be found in Proposal Section 3.9, Standards for Internal Quality Assurance Programs.

Delta Dental is currently recruiting and interviewing qualified candidates in Nevada for the dental director position, a position we will fill following contract award. We will hire an individual for this position who is licensed to practice dentistry in the State of Nevada and is focused on improving utilization and access to oral health care for program

recipients. We are dedicated to the DHCFP's goals for the Nevada DBA Program, and will select a dental director who is committed to emphasizing preventive care, early intervention, appropriate utilization and quality care, and to enhancing continuity of care through integrated dental, medical, behavioral and social care.

3.14.2 DENTAL DIRECTOR RESPONSIBILITIES

3.14.2 The responsibilities of the Dental Director include the following:

3.14.2.1 Serves as co-chairman of the vendor's Utilization Management and Quality Assurance Plan committee;

3.14.2.2 Directs the development and implementation of the vendor's Internal Quality Assurance Plan (IQAP) and utilization management activities and monitoring the quality of care that vendor' recipients receive;

3.14.2.3 Oversees the development and revision of the vendor's clinical care standards and practice guidelines and protocols;

3.14.2.4 Reviews all potential quality of care problems, and oversees the development, and implementation of, as well as the adherence to, Plans of Correction;

3.14.2.5 Oversees the vendor's referral process for specialty and out-of-network services. All services prescribed by a PDP or requested by a recipient which are denied by the vendor must be reviewed by a dentist with the reason for the denial being documented and logged;

3.14.2.6 Oversees the vendor's provider recruitment and credentialing activities;

3.14.2.7 Serves as a liaison between the vendor and its providers, communicating regularly with the vendor's providers, including oversight of provider education, in-service training and orientation;

3.14.2.8 Serves as the vendor's consultant to dental staff with regard to referrals, denials, grievances and problems;

3.14.2.9 Ensures coordination of out-of-network services; and

3.14.2.10 The vendor must also identify a liaison, which can be the Dental Director, to work with DHCFP regarding utilization review and quality assurance issues.

Delta Dental's Dental Director's responsibilities for the Nevada DBA Program include, but are not limited to:

- ***Serving as co-chairman of Delta Dental's Utilization Management and Quality Assurance Plan committee;***
- ***Directing the development and implementation of Delta Dental's IQAP plan, utilization management activities and monitoring the quality of care that Nevada DBA Program recipients receive;***
- ***Overseeing the development and revision of Delta Dental's clinical care standards and practice guidelines and protocols;***
- ***Reviewing all potential quality of care problems, and oversees the development, and implementation of, as well as the adherence to, plans of correction;***
- ***Overseeing Delta Dental's referral process for specialty and out-of-network services. All services prescribed by a PDP or requested by a recipient which are denied by Delta Dental must be reviewed by a dentist with the reason for the denial being documented and logged;***
- ***Overseeing Delta Dental's provider recruitment and credentialing activities;***
- ***Serving as a liaison between Delta Dental and its providers, communicating regularly with Delta Dental's providers, including oversight of provider education, in-service training and orientation;***
- ***Serving as Delta Dental's consultant to dental staff with regard to referrals, denials, grievances and problems;***
- ***Ensuring coordination of out-of-network services;***
- ***Working with DHCFP regarding utilization review and quality assurance issues and***
- ***Working with DHCFP on outreach initiatives and utilization improvement.***

3.14.3 VENDOR OPERATING STRUCTURE AND STAFFING

3.14.3 Vendor Operating Structure and Staffing

The vendor must assure the DHCFP that the organization is adequately staffed with experienced, qualified personnel. The vendor shall provide such assurances as follows:

3.14.3.1 Provide the DHCFP with an updated organizational chart, every six (6) months or whenever a significant change in the organization occurs. The organizational chart must depict each functional unit of the organization, numbers and types of staff for each function identified, lines of authority governing the interaction of staff, and relationships with major subcontractors. The organizational chart must also identify key personnel and senior-level management staff and clearly delineate lines of authority over all functions of the Contract. The names of key personnel must be shown on the organizational chart. The State must approve all awarded vendor key staff. The State reserves the right to require the removal of any member of the awarded vendor's staff from the project.

3.14.3.2 The vendor must have in place the organizational, management and administrative systems capable of fulfilling all contract requirements. At a minimum, the vendor must have qualified staff in the following areas:

A. Executive management;

B. Operations Manager;

C. Accounting and budgeting;

D. Dental Director's office;

E. Dental Management, including quality assurance/utilization review;

F. Recipient services;

G. Provider services;

H. Grievances, appeals, and fair hearings;

I. Claims processing;

J. Management information systems (MIS); and

K. Program Integrity.

3.14.3.3 With the exception of the Nevada Medicaid/CHIP Operations Manager, who may not be assigned to any other responsibility and must be housed in the vendor's Nevada administrative offices, key personnel may be responsible for more than one area. The vendor shall ensure that all staff has appropriate training, education, and experience to fulfill the requirements of their positions, including the Nevada Medicaid/CHIP Operations Manager. The vendor shall inform DHCFP in writing within seven (7) calendar days of any changes in the following key positions:

A. Administrator;

B. Chief Financial Officer;

C. Dental Director;

D. Recipient Services Manager;

E. Provider Services Manager;

F. Grievance and Appeals Coordinator;

G. Claims Administrator; and

H. Nevada Operations Manager.

Delta Dental assures the DHCFP that the organization we are proposing for the Nevada DBA contract will be adequately staffed with experienced, qualified personnel who can meet all RFP requirements.

Nevada DBA Organization Charts

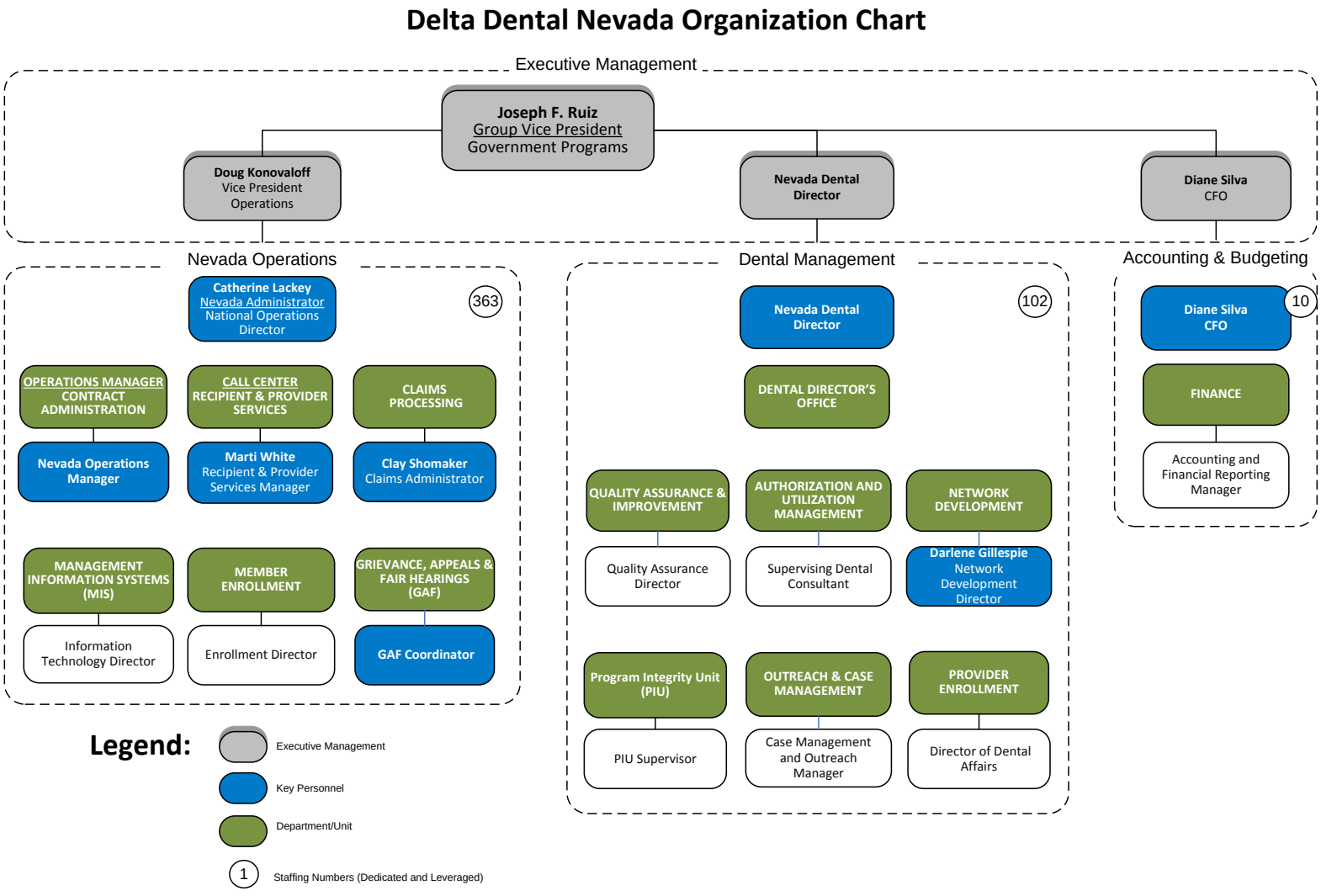
In this section, we present our organization charts for the Nevada DBA program – the first chart depicting our entire Nevada DBA Program organizational structure, and the remaining three charts illustrating the three major organizational business areas identified in the first chart in more detail.

Exhibit 3.14-1, Delta Dental Nevada Organization Chart, presents an overview of our entire organization for the Nevada DBA Program, as well as each management team member's individual level of authority, span of control and division of responsibility. Delta Dental will provide the DHCFP with an updated organizational chart, every six months or whenever a significant change in the organization occurs.

The chart in Exhibit 3.14-1 depicts each functional unit of our organization, numbers and types of staff for each function identified, and lines of authority governing the interaction of staff. Since we are not proposing subcontractors, such relationships are not depicted. This exhibit also identifies key personnel and senior-level management staff and clearly delineates lines of authority over all functions of the contract. The names of key personnel are shown on the organizational chart, except for those positions that will be filled with new hires. Delta Dental understands and acknowledges that the State of Nevada:

- ***Must approve all Delta Dental key staff and***
- ***Reserves the right to require the removal of any member of Delta Dental's staff from the project.***

Exhibit 3.14-1, Delta Dental Nevada Organization Chart



This page intentionally left blank.

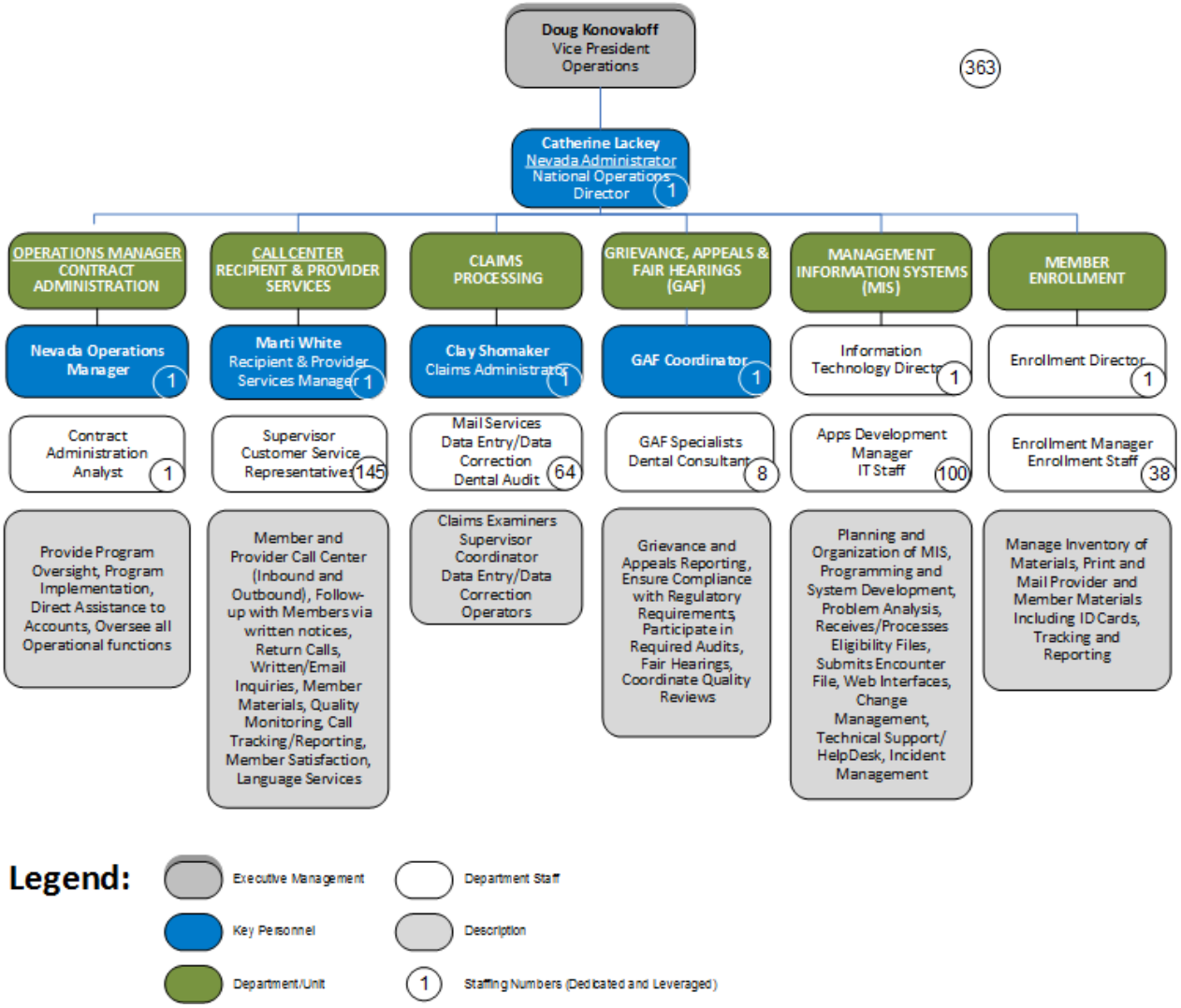
Delta Dental's organizational structure, with its division of responsibility and delegation of individual authority, creates a cohesive management team, with the entire senior management team accountable to a single point of authority: Mr. Joseph Ruiz, Group Vice President, Government Programs. Mr. Ruiz is responsible for our entire line of government business and places a high priority on the Nevada DBA contract. He will have the authority to make all contract administrative decisions and bind the company to these decisions. All staff resources for the Nevada DBA contract will be located in our Government Programs organization. Directly reporting to Mr. Ruiz will be the key management team members responsible for the day-to-day administration and operation of the program.

Our organizational approach, under which the entire management team reports to a single authority, ensures that all directors responsible for major contract functions share a unified management strategy and a common mission across all departments and all areas of responsibility. This single focus facilitates the delivery of well-coordinated and high-quality services to the DHCFP, recipients and providers. We have established a clear span of control for each management team member – with the right level of individual authority, primary responsibility and resources – so management team members can take responsibility and be fully accountable for their Nevada DBA Program functional areas to meet all performance and contract goals.

All levels of management meet frequently to set goals, provide progress status reports, discuss issues and recommend improvements in our approach to managing resources and providing high-quality services. Our structure ensures that all decisions are made at the appropriate level and all affected areas of operations are included. Decisions affecting other departments or Nevada DBA functional areas will be discussed among the affected management team members and referred to the appropriate manager – or to Mr. Ruiz if necessary – for resolution. As group vice president, Mr. Ruiz is empowered to make final decisions on all matters relating to the contract.

Exhibit 3.14-2, Delta Dental Nevada Operations, provides a more detailed view of our Nevada DBA Operations organization. As this organization chart illustrates, we have designed an organizational structure that ensures the availability of the right individuals and teams to carry out all required contract tasks. Mr. Ruiz's Nevada DBA Operations organization will provide the necessary management and staff resources to perform all required activities under the contract.

EXHIBIT 3.14-2, DELTA DENTAL NEVADA OPERATIONS

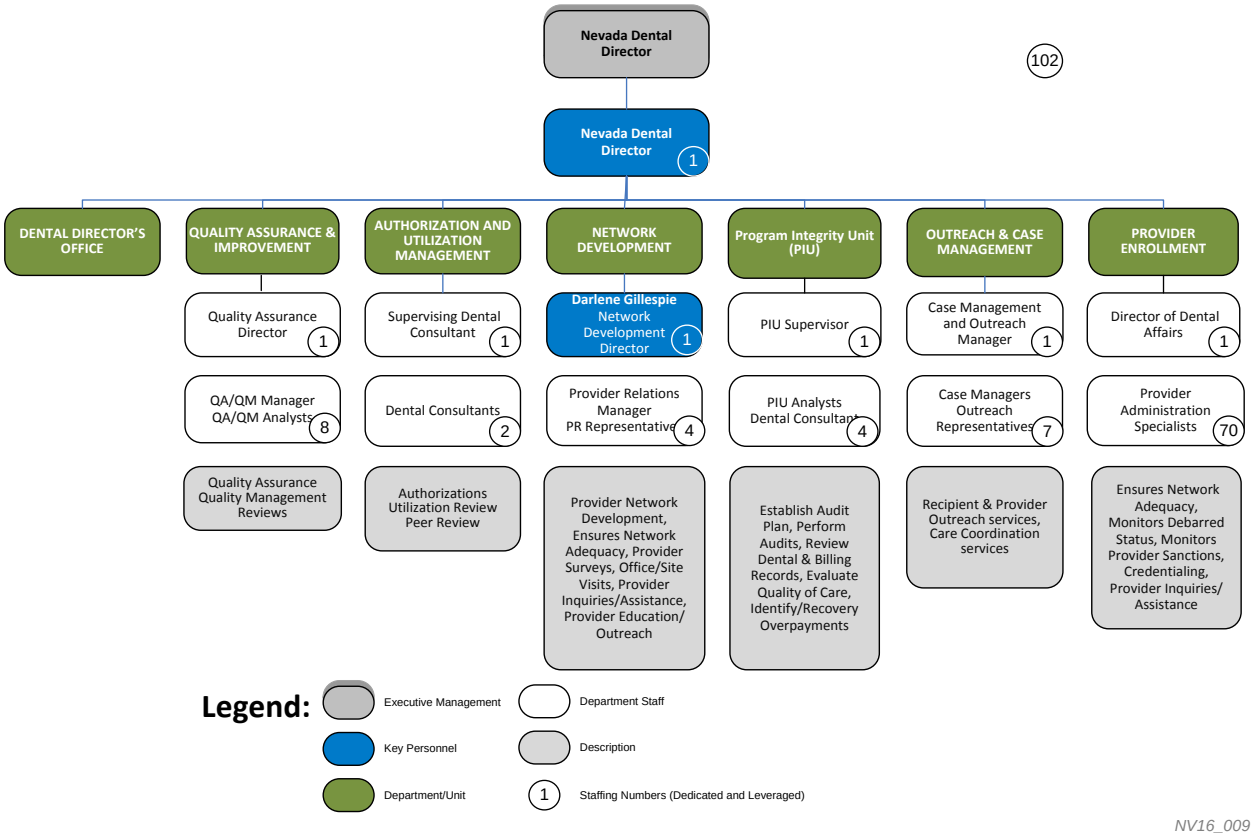


Ms. Catherine Lackey, National Operations Director, will serve in the key position of administrator of the Nevada DBA Program contract. In this position, she will oversee the following program functions:

- ***Operations;***
- ***Recipient and provider services;***
- ***Claims processing;***
- ***Grievances, appeals and fair hearings;***
- ***Management information systems and***
- ***Member enrollment.***

Exhibit 3.14-3, Delta Dental Nevada Dental Management, highlights our Nevada DBA dental management organization.

EXHIBIT 3.14-3, DELTA DENTAL NEVADA DENTAL MANAGEMENT



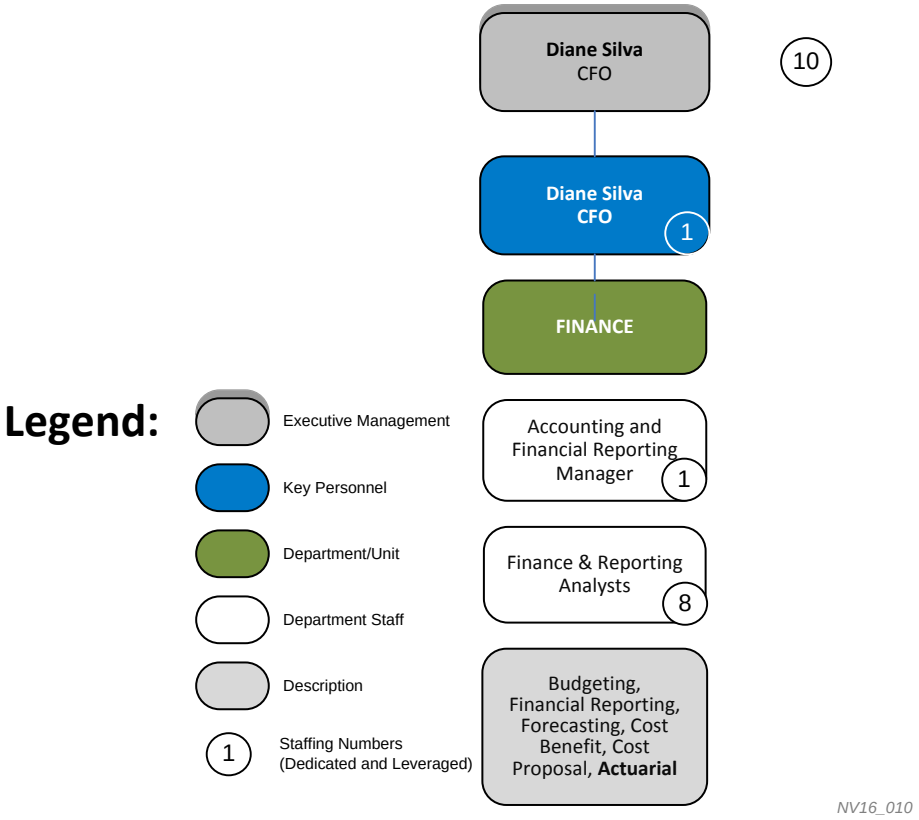
NV16_009

Delta Dental's Nevada Dental Director will oversee the following program functions:

- ***Dental Director's office;***
- ***Quality assurance and improvement;***
- ***Authorization and utilization management;***
- ***Network development;***
- ***Program integrity;***
- ***Outreach and case management and***
- ***Provider enrollment.***

Exhibit 3.14-4, Delta Dental Nevada Accounting and Budgeting, provides a detailed view of the business area that will be responsible for financial operations for the Nevada DBA program.

EXHIBIT 3.14-4, DELTA DENTAL NEVADA ACCOUNTING AND BUDGETING



Ms. Diane Silva, Chief Financial Officer, will serve in the key position of chief financial officer of the Nevada DBA Program contract. In this position, she will oversee the following program functions:

- ***Accounting and***
- ***Budgeting.***

Staffing Approach

The scope of work to be performed under the Nevada DBA Program RFP includes a broad set of responsibilities. It requires subject matter expertise in many diverse disciplines and, most importantly, knowledge of how to apply that expertise within the context of the Nevada program.Delta Dental can ensure the DHCFP that we will have in place organizational, management and administrative systems capable of fulfilling all contract requirements.

At a minimum, we will have qualified staff in the following areas, as described in detail below:

- ***Executive management;***
- ***Operations Manager;***
- ***Accounting and budgeting;***
- ***Dental Director's office;***
- ***Dental Management, including quality assurance/utilization review;***
- ***Recipient services;***
- ***Provider services;***
- ***Grievances, appeals, and fair hearings;***
- ***Claims processing;***
- ***Management information systems (MIS) and***
- ***Program Integrity.***

Delta Dental is confident that our proposed organizational and staffing approach and the key staff members proposed for specific roles and responsibilities will result in our successful implementation and operation of the Nevada DBA contract. Following are descriptions of our executive management team for the contract, as well as the three major organizational business areas that will support the contract. We have provided brief biographical sketches for staff already selected for the Nevada DBA contract – including several key personnel – on either a permanent or interim basis, including their titles and major responsibilities under this contract.

Executive Management

The executive management team is responsible for senior level executive leadership, project management of the Nevada DBA Program, including implementation activities, contract management, deliverables oversight and quality control of deliverables.

- ***Joseph F. Ruiz, Group Vice President, Government Programs – Mr. Ruiz is responsible for the general management of government programs for Delta Dental. He will serve as the account executive for the Nevada DBA contract. This position is a key position for the Nevada DBA contract. He has more than 25 years of health insurance experience, including numerous executive-level positions, as well as serving as president of his own consulting firm. Prior to joining Delta Dental, Mr. Ruiz served as vice president and general manager of group business for Anthem Blue Cross. He received his undergraduate degree in business and an MBA degree in finance from California Lutheran University.***
- ***Doug Konovaloff, Vice President, Operations – Mr. Konovaloff has more than 34 years of Delta Dental operations experience, and currently provides executive leadership to all of our state government program operations, including Denti-Cal, Utah Medicaid and our Healthy Families programs. He also provides executive leadership for all of our federal government accounts. He will provide general oversight of the Nevada DBA contract and will report directly to Mr. Ruiz. This position is a key position for the Nevada DBA contract.***
- ***Diane Silva, Chief Financial Officer – Ms. Silva will serve as our chief financial officer, with a direct reporting relationship to Mr. Ruiz. Ms. Silva holds a BS degree in Finance and Risk Management from Sacramento State University and has more than 23 years of***

experience in finance, contract and business analysis. She is a results-oriented leader with a record of success in fast-paced state agency, nonprofit, Fortune 100 and international organizations. Her skills include partnering finance with core operations to develop highly productive cross-enterprise alliances.

Nevada Operations

The Operations business area is responsible for Contract Operations and Administration, Recipient and Provider Services and Claims Processing functions.

Nevada DBA Administrator

Catherine Lackey, Director, National Operations and Nevada DBA Administrator – Ms. Lackey will serve as our contract manager/liaison to the DHCFP and will directly interact with Mr. Ruiz. Ms. Lackey has a tenured health care management experience, including extensive experience in the claims operations, claims processing, customer service and call center departments within Blue Cross and Blue Shield of Alabama before joining Delta Dental. Ms. Lackey, who holds an MBA degree from the University of Alabama at Birmingham, serves as the Director, National Operations, Government Programs where she directs day-to-day operations in our claims department, call center and customer support areas. She will report directly to Mr. Konovaloff. This position is a key position for the Nevada DBA contract.

Operations Manager – Contract Administration

Catherine Lackey, Interim Nevada Operations Manager – Ms. Lackey will serve as our interim Nevada Operations Manager. Following contract award, we will recruit a highly qualified individual to serve in this position on a permanent basis. The Nevada Operations Manager will be responsible for all contract administration activities. This individual will oversee all operational functions, including providing program oversight, program implementation and direct assistance to accounts. This position is a key position for the Nevada DBA contract.

Recipient and Provider Services

Recipient and Provider Services are handled by the Call Center which includes operation of a recipient call center, outbound calls to recipients, written notices, handling of email inquiries, enrollee materials, language services and member satisfaction. The Call Center also provides first level provider contact (inbound and outbound calls, email inquiries, written inquiries) resolution.

Marti White, Recipient and Provider Services Manager – As Call Center Manager, Ms. White currently manages a $9 million operating budget. She has created a process improvement for leadership and representatives for call center productivity and has provided and implemented corrective action plans for performance guarantee groups. She also has facilitated and assisted in conducting audits for purposes of ensuring state compliance with regulations. For the Nevada DBA contract, Ms. White will oversee our

recipient and provider services activities, including our Call Center, all provider and recipient inquiries, recipient education and orientation and interpretation services. She maintains control in a manner that meets stringent performance guarantee requirements and ensures superior customer service that meets or exceeds quality goals. This position is a key position for the Nevada DBA contract.

Claims Processing

The Claims Processing area receives and adjudicates claims for the dental services provided to Nevada DBA Program enrollees.

Clay Shomaker, Claims Processing Manager – Clay Shomaker has more than 20 years of experience managing sales, service and claims teams in auto and dental insurance environments. He possesses both a bachelor's and a master's degree in business administration. Under the Nevada DBA contract, he will be responsible for claims processing, which includes coordination of benefits with other health insurance. In this capacity, Mr. Shomaker will manage all daily claims processing activities, including adjudication, data entry and correction. He will establish internal quality and production standards, monitor and evaluate staff performance, develop plans and methods to improve efficiency and service levels. He will advise Delta Dental executive management on recommended enhancements to the claim functions. This position is a key position for the Nevada DBA contract.

Grievances, Appeals and Fair Hearings

The Grievance and Appeals area ensures compliance with regulatory requirements, participates in required audits and Fair Hearings and coordinates quality reviews.

Grievances, Appeals and Fair Hearings (GAF) Coordinator – This individual will be hired following contract award. This position is a key position for the Nevada DBA contract. The GAF Coordinator will oversee all GAF activities, including grievance and appeals reporting, ensuring compliance with regulatory requirements, participating in required audits, fair hearings and coordination of quality reviews. GAF specialists as well as a dental consultant will report to this coordinator.

Management Information Systems

The Information Technology (IT) business area plans and organizes the management information systems (MIS) supporting Delta Dental's customers, members and providers. The IT organization performs programming and system development, problem analysis, receives and processes eligibility files, creates and submits claims and encounter files, maintains web interfaces and provides change management, technical support, help desk functions and incident management.

Ginger Carpenter, Information Technology Director – Ms. Carpenter has nearly 35 years of management experience in dental health care administration. During her long career with Delta Dental, she has participated in a wide range of technology projects, from systems design and development to management of large and complex enterprise

implementations. Ms. Carpenter has held critical business and IT management positions central to the operation of a large-scale health care payor and brings this knowledge and experience to her role as director of information technology.

Member Enrollment

The Member Enrollment business area conducts in-field outreach activities, manages inventory of materials, and prints and mails member and provider materials, including identification (ID) cards.

Patrick Healy, Enrollment Director – Mr. Healy has over 10 years of experience with Delta Dental and more than 30 years of management experience. Mr. Healy joined Delta Dental in January 2002 as a client services manager in our San Francisco office. In this role, he managed all aspects of the group experience, including overall group set-up, enrollment loading and maintenance, group billing and day-to-day management of various teams to maintain outstanding relationships with each group. Later, as the Enrollment manager, Mr. Healy was assigned responsibility for all enrollment functions for Delta Dental of California, including electronic, web and manual set-up of enrollment. Since his promotion to Director, Enrollment, he oversees all aspects of enrollment for Delta Dental in four locations nationwide. He is responsible for all facets of the day-to-day management of group enrollment, including processing of electronic files, managing online EMA applications and ensuring timely, accurate processing of all manually submitted enrollments. For the Nevada DBA contract, he will supervise the manager of the Enrollment department and will oversee manual enrollment, new member mailings and third-party recovery invoicing.

Dental Management

The Nevada Dental Director will be responsible for dental management for the Nevada DBA Program. The director's scope of responsibility will encompass all areas of dental policy, including quality assurance and improvement, authorization and utilization management, provider network development and management, network development, program integrity, outreach and case management, and provider enrollment. These responsibilities include the following:

- ***Dental Director's Office – As noted above, this director will be responsible oversight of the entire dental management business area. Delta Dental will designate a full-time, salaried employee as dental director for the Nevada DBA Program. This position is a key position for the Nevada DBA contract. We are currently recruiting and interviewing qualified candidates in Nevada for the dental director position, a position we will fill following contract award.***
- ***Quality Assurance and Improvement – The Quality Assurance and Improvement business area conducts quality management reviews.***
- ***Authorization and Utilization Management – The Authorization and Utilization Management business area conducts utilization reviews and dentist peer reviews.***
- ***Network Development – The Network Development business area develops and maintains Delta Dental's provider networks. The Network Development team ensures network adequacy, monitors debarred status, provider sanctions and credentialing, conducts***

provider surveys and office/site visits, addresses provider inquiries and provides assistance and performs provider education and outreach.

Darlene Gillespie, Network Development Director – Ms. Gillespie will serve as director of network development and will lead our provider services team for this program. Ms. Gillespie has a substantial background in the administration of state government programs, as well as with dental provider relations and currently serves as Director of Network Development for Government Programs. In her role as the network development director for the Nevada DBA Program, she will have primary responsibility for developing and implementing Delta Dental's ongoing strategies to increase provider participation, recruiting and maintaining the provider network and performing all other required provider relations activities. This position is a key position for the Nevada DBA contract.

- ***Program Integrity – The Program Integrity business area establishes our audit plan, performs audits, reviews dental and billing records, evaluates quality of care and identifies and recovers overpayments.***
- ***Outreach and Case Management – The Outreach and Case Management business area is responsible for recipient and provider outreach services as well as for care coordination services.***
- ***Provider Enrollment – The Provider Enrollment business area, which will be overseen by Delta Dental's Director of Dental Affairs, is responsible for ensuring network adequacy, monitoring debarred status, monitoring provider sanctions, conducting credentialing activities and handling provider inquiries and assistance.***

Accounting and Budgeting

The Accounting and Budgeting business area performs budgeting, financial reporting, forecasting, cost benefit analyses and cost proposals.

Diane Silva, Chief Financial Officer – Ms. Silva holds a BS degree in Finance and Risk Management from Sacramento State University and has more than 23 years of experience in finance, contract and business analysis. She is a results-oriented leader with a record of success in fast-paced state agency, non-profit, Fortune 100 and international organizations. Her skills include partnering finance with core operations to develop highly productive cross-enterprise alliances. Ms. Silva currently oversees, coordinates, analyzes and implements department annual operating and capital budgets. She also prepares forecasts for short and long-term operating results and directs financial planning and analysis functions to ensure timely and accurate reporting of all transactions. For the Nevada DBA contract, Ms. Silva will oversee the Accounting and Financial Reporting Manager, who will provide oversight of day-to-day financial operations for the contract.

Hiring Methodology

Our approach to ensuring that the individuals we hire are fully qualified to serve in their positions is outlined in this section on Delta Dental's hiring methodology. Following this discussion, we present our approach to staff training, which ensures that our highly qualified employees are fully capable of performing their Nevada DBA Program

responsibilities in a manner that meets and exceeds both contract requirements and DHCFP expectations.

Delta Dental has decades of experience in recruiting leadership, management, clinical, administrative, customer service and clerical personnel from the local areas in which our programs operate. We understand the competitive nature of recruiting and hiring qualified candidates, and we offer salaries and benefit packages designed to attract individuals with the right match of skills, talents, attributes and experience. Over the years, we have refined and updated our hiring policies and procedures to reflect changes in the work force and the marketplace.

Delta Dental's Human Resources team provides constant professional support to our operations team, helping us to meet contract requirements as well as our own productivity and business goals. Human Resources is a key strategic player within Delta Dental, supporting the goals of our enterprise as well as anticipating, developing and fulfilling the needs of our most important resource – our employees. Our Human Resources management team has created a Human Resources organization that continuously expands its expertise, functions as a cohesive unit and is characterized by mutual respect, empathy, trust, integrity, accountability and open communication.

Delta Dental understands what is needed to fulfill each job requirement, and we recruit and select the most qualified individual who best fits each position.

Recruiting from within the Delta Dental Enterprise

Delta Dental will recruit from throughout our enterprise to meet the staffing needs of the Nevada DBA contract. To expedite the process during implementation, the management team will complete and submit the necessary personnel action forms to Human Resources within five business days of contract award.

The larger Delta Dental organization encompasses not only State Government Programs but other business units as well, including our Federal Services and commercial business divisions. These additional personnel pools give us a rich source of employees who are already trained in and knowledgeable about the dental benefits industry, including customer service. To ensure these staff members receive appropriate incentives and promotional opportunities, Delta Dental has developed an effective process for recruiting and hiring qualified internal candidates.

Our Human Resources policy encourages those employees who wish to change jobs while remaining within the Delta Dental organization to apply for vacant positions, and we will use this approach in our internal recruitment efforts. We will post available positions on internal bulletin boards and through our Human Resources iRecruitment intranet site where employees can search for internal job openings. Job openings are posted internally for three working days, depending upon the type of position, and potential applicants are informed of the application process. Each position posting announces the:

- ***Job title;***
- ***Posting date and date to be removed;***

- ***Location, department and division;***
- ***Whether the position is full- or part-time;***
- ***Position summary;***
- ***Duties and responsibilities and***
- ***Experience and minimum qualifications requirements.***

Whenever possible, it is Delta Dental's policy to fill vacancies in our management team internally by promoting qualified, experienced supervisors and mid-level managers into management roles. We recruit management staff from external sources only if qualified personnel are not available within our own enterprise. Delta Dental offers our employees assistance in pursuing opportunities for advancement. We also offer management development training to ensure that our best-qualified personnel are given the opportunity to hone their skills. In addition, our Employee Educational Assistance Program, which provides reimbursement for attending accredited schools outside of work, is available to all permanent employees.

We look for candidates with the potential to succeed and grow. Because of the wide variety of positions available in operations throughout our enterprise, we can offer job opportunities appropriate to our employees' skills and abilities at different stages in their careers. This range of opportunities, combined with the careful selection of employees with the right qualifications, experience and aptitude, promotes mentoring and team work. We are exceptionally proud that many of our employees who began their careers in entry-level positions are now members of our professional and management team.

Recruiting from External Sources

Delta Dental proposes to staff the Nevada DBA contract primarily with well-trained, knowledgeable and qualified staff members who are interested in transferring from elsewhere within our enterprise. However, should we encounter a situation where we cannot identify a qualified internal candidate to fill a vacancy, our Human Resources department will activate its external recruiting procedures. As with any large corporation, Human Resources uses a variety of recruitment practices that ensure we hire individuals who are among the very best in the industry. Potential job candidates, aware of Delta Dental's reputation as the nation's leading dental carrier, aspire to work for us. This affords us the opportunity to attract and hire the best, brightest and most experienced from this external pool of candidates.

When external recruiting is required, we use the following sources to identify and recruit additional staff:

- ***Review of previously received resumes and applications in our applicant database;***
- ***Employee referrals;***
- ***Employment agencies and search firms;***
- ***Local employment offices;***
- ***Local educational institutions, with a focus on recent college graduates;***
- ***Internet resume sites (e.g., monster.com, Careerbuilder, Linked In);***
- ***Skill centers and other local training institutions, including technical schools for dental training and computer training;***
- ***Job fairs and***

- ***Delta Dental's Internet site: deltadentalins.com.***

We also offer Employee Referral Bonuses for "difficult to fill" positions that require external recruiting. The bonus amount ranges from $100 to $2,500 based on market availability and the level of the position. The amount of the bonus is specified on the job posting.

If personnel are not available locally, we will recruit from other geographic areas or retrain internal recruits to fill the appropriate positions. During any concentrated external recruiting effort, Human Resources staff will maintain flexible schedules to accommodate all interested applicants.

Screening, Interviewing and Hiring

Delta Dental's Human Resources policies and procedures, as documented in our Human Resources Practices Manual, spell out our screening, interview and hiring policies and associated step-by-step procedures, which are available to the DHCFP upon request.

Once we complete our interviews, we select individuals for employment based upon their general and specific levels of experience, knowledge of the responsibilities of the positions applied for and familiarity with specific contract requirements. In selecting and hiring staff, Delta Dental complies with all applicable laws and regulations prohibiting discrimination against any applicant or employee in all personnel actions.

In interviewing the applicants and making our selection, we consider both the technical skills and personal qualifications of each individual. For the Nevada DBA contract, our goal will be to fill positions with the most technically qualified applicants who are also ethical, honest, customer service-oriented and committed to continuous quality improvement. We will select a candidate within two weeks of completing the interviews. If the interview panelists disagree, the appropriate hiring manager from the organizational unit in which the position is located will make the final hiring decision.

Once a hiring decision has been made, Human Resources staff will offer the position to the selected applicant and will address all salary and benefits issues and questions. In addition, the Human Resources department will verify appropriate licensure or certification and conduct any required background checks at this time. If the position is a key personnel position, the offer will be contingent upon receipt of DHCFP approval. When the individual accepts the offer, the Human Resources department will complete the hiring process. Delta Dental will notify the DHCFP of all individuals selected to fill key personnel positions and will request DHCFP approval to hire these individuals prior to making a final offer.

Staff Training

Delta Dental understands and acknowledges that with the exception of the Nevada Medicaid/CHIP Operations Manager, who may not be assigned to any other responsibility and must be housed in the vendor's Nevada administrative offices, key personnel may be

responsible for more than one area. Delta Dental will ensure that all staff have appropriate training, education and experience to fulfill the requirements of their positions, including the Nevada Medicaid/CHIP Operations Manager.

Delta Dental's will provide training both during implementation and following the service start date. The scope of work for the Nevada DBA contract spans a wide array of front-line customer services that require our staff to perform duties in a manner that represents the DHCFP and the Nevada DBA Program well. Our staff training program emphasizes service that is:

- ***Accurate;***
- ***Consistent;***
- ***Uniform;***
- ***Knowledgeable;***
- ***Professional;***
- ***Respectful and***
- ***Responsive/Timely.***

Training will be provided in multiple modalities to facilitate optimum learning effectiveness, scheduling convenience and access for the varied participant groups. During implementation and throughout the contract term, Delta Dental will provide comprehensive training to its Nevada DBA staff and to the Department and its designees that includes, but is not limited to, the specific requirements of the RFP.

Training sessions will be scheduled during normal business hours for all participants. Our training solution for all participants is effective and efficient, minimizing disruption to schedules while achieving training objectives.

Delta Dental has an extensive array of well-qualified professionals and subject matter experts to meet and surpass training requirements and objectives throughout the term of the contract. All trainers will have extensive training and subject-matter experience. These experts will ensure our Nevada DBA workforce is fully prepared to deliver excellent service from the start of implementation through the contract term.

Staffing of Key Positions

Delta Dental understands and acknowledges that with the exception of the Nevada Medicaid/CHIP Operations Manager, who may not be assigned to any other responsibility and must be housed in Delta Dental's Nevada administrative offices, key personnel may be responsible for more than one area.

As described above in our approach to project staffing, Delta Dental will ensure that all staff has appropriate training, education, and experience to fulfill the requirements of their positions, including the Nevada Medicaid/CHIP Operations Manager. Also as discussed above, we have well-established programs in place to recruit and hire the best individuals for each available key position, and we offer extensive training that ensures our key staff will be able to perform their duties at optimum levels.

Delta Dental will inform DHCFP in writing within seven calendar days of any changes in the following key positions:

- ***Nevada Administrator;***
- ***Chief Financial Officer;***
- ***Nevada Dental Director;***
- ***Recipient and Provider Services Manager;***
- ***Grievance, Appeals & Fair Hearings Coordinator;***
- ***Claims Administrator;***
- ***Network Development Director and***
- ***Nevada Operations Manager.***

3.14.4 SUBCONTRACTORS

3.14.4 Subcontractors

The vendor must comply with the requirements in 42 CFR 438.214 regarding contracts with health care professionals.

The vendor shall comply with the following:

3.14.4.1 All subcontracts must fulfill the requirements of 42 CFR 438 that are appropriate to the service or activity delegated under the subcontract;

3.14.4.2 The vendor is responsible for oversight of all network subcontracts and is accountable for any responsibilities it delegates to any subcontracted provider (AKA, subcontractor). The vendor must evaluate the prospective subcontractor's ability to perform the activities to be delegated;

3.14.4.3 All subcontracts for administrative services provided pursuant to this RFP, including, but not limited to, utilization review, quality assurance, recipient services, and claims processing, shall be prior- approved by DHCFP. Prior to the award of any subcontract or execution of an agreement with a delegated entity, the vendor must provide written information to the DHCFP disclosing the vendor's ownership interest of five percent (5%) or more in the subcontractor or delegated entity, if applicable. All subcontracts shall be submitted to DHCFP for approval prior to their effective date. Failure to obtain advance written approval of a subcontract from DHCFP will result in the application of a penalty of $25,000 for each incident;

3.14.4.4 By the service start date and whenever a change occurs, submit to DHCFP for review and approval the names of any material subcontractors the vendor has hired to perform any of the requirements of the Contract and the names of their principals;

3.14.4.5 Maintain all agreements and subcontracts relating to the contract in writing. Provide copies of all agreements and subcontracts to DHCFP within five (5) days of receiving such request. All such agreements and subcontracts shall contain relevant provisions of the contract appropriate to the subcontracted service or activity, specifically including but not limited to the provisions related to confidentiality, HIPAA requirements, insurance requirements and record retention. The vendor has the responsibility to assure that subcontractors are adequately insured to current insurance industry standards;

3.14.4.6 Remain fully responsible for meeting all of the requirements of the Contract regardless of any subcontracts for the performance of any Contract responsibility. No subcontract will operate to relieve the vendor of its legal responsibility under the Contract;

3.14.4.7 Must have a written agreement with the subcontractor that specifies the activities and report responsibilities delegated to the subcontractor and provides for revoking delegation or imposing sanctions if the subcontractor's performance is inadequate or substandard;

3.14.4.8 Must monitor the subcontractor's performance on an on-going basis and subject the subcontractor to formal review according to periodic schedules established by the State, consistent with industry standards and/or State laws and regulations. If the vendor identifies deficiencies or areas for improvement, the vendor and the subcontractor must take corrective action;

3.14.4.9 Notify DHCFP, in writing, immediately upon notifying any material subcontractor of the vendor's intention to terminate any such subcontract;

3.14.4.10 Within thirty-five (35) calendar days of the date of request, the vendor must provide full and complete information about the ownership of any subcontractor with whom the vendor has had business transactions totaling more than twenty-five thousand dollars ($25,000.00) during the twelve-month (12-month) period ending on the date of request as required by 42 CFR 455.105. Failure to timely comply with the request will result in withholding of payment by the State to the vendor. Payment for services will cease on the day following the date the information is due and begin again on the day after the date on which the information is received;

3.14.4.11 DHCFP retains the right to review contracts between the vendor and providers. DHCFP agrees to protect the terms of Vendor-Provider contracts, if the vendor clearly label individual documents as a "trade secret" or "confidential"" as per Section 25 of Attachment D, Contract Form; and

3.14.4.12 In the event any network provider or subcontractor is determined not to meet federal requirements and results in a federal disallowance of federal funds, the vendor will be financially responsible to refund the amount of the federal disallowance and the corresponding state share to DHCFP. If such disallowance is treated as a default or breach, or otherwise subject the vendor to sanctions under Section 13 of Attachment D Contract Form, any such liquidated damages are not exclusive and are in addition to any other remedies available under this contract. All existing subcontracts, requiring amendments to meet the requirements of this contract, shall be amended. All future subcontracts must meet the requirements of this contract and any amendments thereto.

Delta Dental acknowledges and agrees to the requirements of Section 3.14.4 Subcontractors. However, Delta Dental does not intend to use any administrative or material subcontractors in the fulfillment of Nevada DBA Program contract requirements. Should Delta Dental engage any administrative or material subcontractors during the course of the contract, we will provide such subcontracts to the DHCFP for prior approval.

3.14.5 IMPLEMENTATION

3.14.5 Implementation

3.14.5.1 Vendor Plan

The vendor shall:

A. Develop and submit to DHCFP for approval, no later than one (1) month after notification that DHCFP has selected it for Contract negotiations, a detailed work plan and timeline for performing the obligations set forth in the Contract for the first contract year.

B. Provide DHCFP with updates to the initial work plan and timeline, identifying adjustments that have been made to either, and describing the vendor's current state of readiness to perform all Contract obligations. Until the service start date, the vendor shall provide biweekly written updates to the work plan and timeline, and thereafter as often as DHCFP determines necessary.

C. Unless otherwise agreed to by the DHCFP, submit to the DHCFP no less than ten (10) business days prior to the service start date, all deliverables to allow for timely DHCFP identified modifications.

D. Beginning no later than sixty (60) calendar days prior to the service start date, the vendor shall implement procedures necessary to obtain

executed subcontracts and Medicaid provider agreements with a sufficient number of providers to ensure satisfactory coverage of initial enrollments. The DHCFP reserves the right to require an access report at any time after the service start date when barriers to access or network inadequacies are identified or are questionable.

E. Ensure that all workplace requirements the DHCFP deems necessary, including but not limited to office space, post office boxes, telephones and equipment, are in place and operative as of the service start date.

F. Ensure that there is no interruption of covered services to enrolled recipients and work cooperatively with the DHCFP to meet these requirements.

G. Ensure that a toll-free telephone number is in operation at the vendor's office as of 8:00 a.m. (Pacific Time) on the first day of the open enrollment period for recipient access and remains in operation for the duration of the contract, unless otherwise directed or agreed to by the DHCFP. A single telephone number may be utilized as long as there is a menu option to channel different caller categories, e.g. recipients, providers, etc.

H. Establish and implement enrollment procedures and maintain applicable enrolled recipient data.

I. Establish its Provider Network and maintain existing Provider Agreements with such Providers.

3.14.5.2 Pre-Implementation Readiness Review

DHCFP may conduct Operational and Financial Readiness Reviews on all awarded vendors and will, subject to the availability of the DHCFP resources, provide technical assistance as appropriate. The purpose of the readiness reviews is to assess the vendor's readiness and ability to provide services to enrolled recipients. The areas that may be reviewed include, but are not limited to: financial operations; administration and organization; recipient services; provider network; quality improvement; and, management information systems, including claims processing and reporting systems. The vendor shall provide necessary documentation specified by the DHCFP and cooperate with the DHCFP or its designees in conducting the review. The DHCFP shall determine when the vendor may begin marketing and providing program services. Provision of services as set forth in the contract is also subject to review and prior approval of CMS.

A successful project implementation is contingent on a full understanding of the tasks to be performed, skilled and knowledgeable resources to perform the tasks and effective project management. Delta Dental will use a well-defined set of project management

methods aligned with PMBOK principles to systematically execute our blueprint for successfully completing all implementation tasks. These tasks – and the resource allocations – will be delineated in a detailed work plan and timeline, as described below. As we work toward implementation of the Nevada DBA Program, we will ensure that there is no interruption of covered services to enrolled recipients and we will work cooperatively with the DHCFP to meet these requirements.

Coupled with this clear understanding of the work to be done and the resource requirements necessary to accomplish this work is the strength of our proposed management team, which will be led by Mr. Joseph Ruiz, Group Vice President, Government Programs. Our team will be composed of proven professionals who are familiar with Nevada DBA functions and possess a thorough understanding of Medicaid and CHIP program policy.

Vendor Work Plan

Work Plan Approach

Delta Dental will develop and submit to DHCFP for approval, no later than one month after notification that DHCFP has selected us for contract negotiations, a detailed work plan and timeline for performing the obligations set forth in the contract for the first contract year.

Developing the work plan is an iterative process that ultimately defines the tasks by name, duration, start and finish dates, dependencies and resources necessary to manage and deliver the tasks. The work plan development process involves "subdividing the major project deliverables and project work into smaller, more manageable components" (PMBOK®).

Delta Dental uses Microsoft Project Server Professional to develop our project work plans. We will use this tool to develop and maintain the work plan during implementation and operations for the first contract year. Our plan will include every step-by-step action, as well as assigned resources and estimated hours that we will execute to accomplish implementation. All deliverables and milestones will be clearly identified for ease of tracking progress.

Delta Dental's work plans are constructed using a five-day work week and an eight-hour workday. Known State holidays are excluded as workdays. Most work packages take less than 80 hours to complete over a two-week period as required in the RFP. Exceptions include tasks that are ongoing throughout implementation – such as personnel hiring, staff training and project status reporting. Additionally, our work plans are constructed so that, where practical, each and every deliverable is reviewed by internal quality management staff prior to submission to the DHCFP. Our Nevada DBA work plan will initially be developed based on our combined experience. Work packages listed in the work plan will be grouped into manageable cohesive units and include duration and target completion dates.

The work plan structure uses a multi-part format. We employ an alpha-numeric numbering structure to assist users in quickly locating tasks. Components of each task include a task description, major subtask description, subtask description, the start/finish dates and the overall duration (in days) needed to complete the work package. The work plan is constructed using work plan task categories.

The work plan will take into account several factors as we develop activity duration estimates. Two key factors that will be used to create the work plan are effort and duration. Effort is the number of hours it will take a person with specific skills to complete a given task. Duration is the number of days needed to complete an effort of a given task. The resource classifications we will use in developing the work plan will be based on the position titles and job descriptions presented in this technical proposal. To compute estimates, we will create profiles for assigned resources to determine productivity influencing factors.

We will assign resources based on the skill level required for each activity and the experience we have gained from performing similar activities in other implementation environments. Similarly, the estimates and durations will aid us in the calculated tasks durations and hours and also incorporated our experience in the implementation of similar projects in other state programs. The work plan time frames and due dates will reflect our expectation that Delta Dental and the DHCFP will complete their respective tasks and carry out their responsibilities in a timely and accurate manner.

Work Plan Updates and Maintenance

Roles and Responsibilities

Delta Dental will provide DHCFP with regular updates to our initial work plan and timeline, identifying adjustments that have been made to either, and describing our current state of readiness to perform all Contract obligations. Until the service start date, Delta Dental will provide biweekly written updates to the work plan and timeline, and thereafter as often as DHCFP determines necessary.

Management of the work plan is not an isolated activity, but rather a project management discipline that integrates Risk, Issue, Scope and Change Management. Risks and issues are identified early and reviewed often to mitigate potential problems and eliminate or reduce the negative impact to the project schedule. Schedule management can initiate corrective action to maintain the project schedule. When corrective action requires a change to the baseline work plan, requests go through the formal change control management process. This integrated, proactive strategy reduces risk and helps control schedule changes. Controlling schedule change is critical to delivering implementation on time. Our effective schedule management process has an integrated view of WBS milestones and deliverables. Delta Dental consolidates the work of staff members in all functional areas to promote an integrated team, consistent with the goals of partnership, collaboration and transparency. Overall responsibility for this plan lies with our Interim Nevada Operations Manager, Catherine Lackey.

Monitoring, Maintenance and Update Processes

Delta Dental uses two time management tools to support schedule management of work packages and deliverables during implementation:

- ***MSPS – this tool captures all activities required to successfully complete the Takeover Phase. Task elements include, but are not limited to, task name, duration, start and finish dates, dependencies and resources. Each of these elements is required in the WBS to ensure our success with planning, controlling and monitoring progress and managing the schedule. MSPS has the capability of generating the WBS in various views (e.g., Task Usage Chart and Gantt Chart.) It also generates reports that illustrate schedule variances, allowing Delta Dental to react to potential schedule changes via trend analysis.***
- ***Dashboards – this tool provides a quick, comprehensive look at the Takeover's overall health. Once the comprehensive project plan is baseline, the Takeover Project Manager will define the baseline metrics. We will use those metrics to report progress. The dashboards show progress reporting and represent logical units of work that are understood by both the individuals performing the work and those managing the work. Dashboards are driven by information in MSPS and SharePoint, which include status reporting, issue management and risk management. We will use this information to provide mandatory status updates.***

Other Work Plan Requirements

In accordance with RFP requirements, deadlines for meeting the following requirements will be incorporated into the initial vendor work plan that we will submit to DHCFP no later than one month after notification that DHCFP has selected us for contract negotiations:

- ***Deliverables – Unless otherwise agreed to by the DHCFP, Delta Dental will submit to the DHCFP, no less than 10 business days prior to the service start date, all deliverables to allow for timely DHCFP-identified modifications.***
- ***Provider Agreements and Subcontracts – Beginning no later than 60 calendar days prior to the service start date, Delta Dental will implement all necessary procedures to obtain executed subcontracts and Medicaid provider agreements with a sufficient number of providers to ensure satisfactory coverage of initial enrollments. It should be noted that Delta Dental does not intend to use administrative or material subcontractors for this project. Should we engage any such subcontractors during the course of the contract, we will provide those subcontracts to the DHCFP for prior approval. We understand and acknowledge that the DHCFP reserves the right to require an access report at any time after the service start date when barriers to access or network inadequacies are identified or are questionable.***
- ***Workplace Requirements – Delta Dental will ensure that all workplace requirements the DHCFP deems necessary, including but not limited to office space, post office boxes, telephones and equipment, are in place and operative as of the service start date.***
- ***Toll-Free Telephone Number – Delta Dental will ensure that our toll-free telephone number for the Nevada DBA Program is in operation at our Alpharetta, Georgia, office as of 8:00 a.m. (Pacific Time) on the first day of the open enrollment period for recipient access. This toll-free telephone number will remain in operation for the duration of the Nevada DBA contract, unless otherwise directed or agreed to by the DHCFP. We will utilize a***

single telephone number, which will include a menu option to channel different caller categories, including recipients, providers and other appropriate categories.

- ***Enrollment Procedures – Delta Dental will establish and implement enrollment procedures and maintain applicable enrolled recipient data.***
- ***Provider Network – Delta Dental will establish our provider network and maintain existing provider agreements with such providers.***

Pre-Implementation Readiness Review

Delta Dental understands and acknowledges that DHCFP may conduct Operational and Financial Readiness Reviews following contract award and will, subject to the availability of the DHCFP resources, provide us with technical assistance as appropriate. We understand that the purpose of these readiness reviews is to assess our readiness and ability to provide services to enrolled recipients. We also understand that the areas that may be reviewed include, but are not limited to: financial operations; administration and organization; recipient services; provider network; quality improvement and management information systems, including claims processing and reporting systems. Delta Dental will provide any necessary documentation specified by the DHCFP and cooperate with the DHCFP or its designees in conducting the review. We understand and acknowledge that the DHCFP will determine when Delta Dental may begin marketing and providing program services. We also understand that provision of services as set forth in the contract is also subject to review and prior approval of CMS.

3.14.6 PRESENTATION OF FINDINGS

3.14.6 Presentation of Findings

The vendor must obtain the DHCFP's approval prior to publishing or making formal public presentations of statistical or analytical material that includes information about enrolled recipients. This material must protect specific individual recipient privacy and confidentiality to the extent required by both federal and state law and regulation.

Delta Dental regards its obligation to protect specific individual recipient privacy and confidentiality seriously, and has extensive training and compliance programs for the handling of protected health information (PHI) and personally identifying information (PII). Delta Dental will obtain the DHCFP's approval prior to publishing or making formal presentations of statistical or analytical material that includes information about enrolled recipients. We fully understand and acknowledge that this material must protect recipient privacy and confidentiality to the extent required by both federal and State law and regulation.

3.14.7 VENDOR MARKETING MATERIALS

Marketing Materials

3.14.7 Vendor Marketing Materials

3.14.7.1 The vendor may develop marketing materials for distribution during any open enrollment period. The vendor must request and obtain permission from the DHCFP to distribute materials during an open enrollment period as well as in other locations or to implement an advertising campaign. Marketing materials must be submitted to the DHCFP for review and approval a minimum of sixty (60) days prior to the scheduled Medical Care Advisory Committee (MCAC) meeting for approval. The MCAC Schedule is subject to change. Please refer to the DHCFP website, http://dhcfp.nv.gov for revisions. Notwithstanding the requirement that the MCAC must review all vendor marketing materials, the DHCFP has the sole authority to approve or disapprove materials (including updates to existing materials), distribution and advertising campaigns. The vendor, or any provider, organization, or agency that contracts with the vendor, is not permitted to market directly to potential recipients. Vendors are also prohibited from providing materials that contain false or misleading information, and from initiating cold calls to potential recipients.

3.14.7.2 The vendor may not distribute, in any manner, marketing materials related to the managed care program without the prior written approval of the DHCFP. This includes any updates to previously approved materials. Although federal regulations require the MCAC to review vendor marketing materials pursuant to Section 4707 (a) of the Balanced Budget Act of 1997, the DHCFP has the sole authority to approve the vendor's marketing materials. If DHCFP approval is granted, the vendor must distribute the materials to its entire service area to ensure that, before enrolling, the potential recipient receives the accurate oral and written information that he/she needs to make an informed decision regarding whether to enroll with the vendor. The vendor may not seek use of approved marketing materials to influence enrollment in conjunction with the sale or offering of any private insurance. The vendor may not, directly or indirectly, engage in door-to-door, telephone, or other cold-call marketing activities.

Delta Dental understands and acknowledges that we may develop marketing materials for distribution during any open enrollment period. We will request and obtain permission from the DHCFP to distribute materials during an open enrollment period as well as in other locations or to implement an advertising campaign. We will submit all marketing materials to the DHCFP for review and approval a minimum of 60 days prior to the scheduled Medical Care Advisory Committee (MCAC) meeting for approval. We understand and acknowledge that the MCAC Schedule is subject to change and that we

must refer to the DHCFP website, http://dhcfp.nv.gov for revisions. Notwithstanding the requirement that the MCAC must review all vendor marketing materials, we understand and acknowledge that the DHCFP has the sole authority to approve or disapprove materials (including updates to existing materials), distribution and advertising campaigns. We also understand and acknowledge that neither Delta Dental, nor any provider, organization, nor any agency that contracts with Delta Dental, is permitted to market directly to potential recipients. We also are prohibited from, and will never engage in, providing materials that contain false or misleading information, or initiating cold calls to potential recipients.

Delta Dental understands and acknowledges that we may not distribute, in any manner, marketing materials related to the managed care program without the prior written approval of the DHCFP. We understand that this includes any updates to previously approved materials. Although federal regulations require the MCAC to review vendor marketing materials pursuant to Section 4707 (a) of the Balanced Budget Act of 1997, we understand and acknowledge that the DHCFP has the sole authority to approve Delta Dental's marketing materials. If DHCFP approval is granted, we will distribute the materials to our entire service area to ensure that, before enrolling, the potential recipient receives the accurate oral and written information that he or she needs to make an informed decision regarding whether to enroll with Delta Dental. Per RFP requirements, we will never seek use of approved marketing materials to influence enrollment in conjunction with the sale or offering of any private insurance. In addition, we will never, directly or indirectly, engage in door-to-door, telephone, or other cold-call marketing activities, in accordance with RFP requirements.

Assure Marketing Materials Are Accurate

3.14.7.3 The vendor must provide the methods by which it intends to assure the DHCFP that marketing, including plans and materials, is accurate and does not mislead, confuse, or defraud recipients or potential recipients or the DHCFP. Statements that will be considered inaccurate, false, or misleading include but are not limited to any assertion or statement that:

A. The recipient must enroll with the vendor in order to obtain benefits or in order not to lose benefits; or

B. The vendor is endorsed by CMS, the federal or state government, or similar entity.

Delta Dental ensures that marketing plans and materials are accurate, and do not mislead, confuse, or defraud recipients or potential recipient or the DHCFP through our external communications management approach. This approach outlines the following major steps in creating and updating any communication to recipients or potential recipients:

1. ***The Delta Dental department that owns, or is responsible for, the type of communication and/or content initiates the process and assigns an analyst to the***

task. In the case of marketing plans and materials for the Nevada DBA contract, the responsible department will be Contract Administration.

2. ***The responsible department assigned analyst researches the applicable policies, regulations and contract requirements that inform and constrain the subject matter(s) to be communicated, and drafts the communication(s).***
3. ***Delta Dental's Department of Risk, Ethics and Compliance, Quality Management, and the Dental Director review the draft communications. The assigned analyst makes the necessary corrections and updates.***
4. ***Delta Dental's Contract Administration department submits the communication(s) to the DHCFP for review, comment and, in most cases, approval.***
5. ***The DHCFP reviews the communication(s) and provides comments, questions and approvals to Delta Dental's Contract Administration department.***
6. ***Delta Dental's Contract Administration department coordinates with the assigned analyst to make any necessary changes and finalize the communication for distribution.***

Using this approach, Delta Dental's internal review process validates that our communication(s) do not state or assert that:

- ***The recipient must enroll with Delta Dental in order to obtain benefits or in order not to lose benefits or***
- ***Delta Dental is endorsed by CMS, the federal or State government, or similar entity.***

The internal and DHCFP review process steps not only ensure that our communications are never misleading, confusing, inaccurate, false or fraudulent, but provide assurance that Delta Dental's communications are straightforward and easily understood.

3.15 PROGRAM INTEGRITY

At Delta Dental, we have found that quality assurance and program integrity activities and outcomes are inextricably related. Program integrity – while focused on fraud, waste and abuse – often reveals companion quality of care issues. Similarly, while the focus of quality assurance is the delivery and continuous improvement of quality care; it often uncovers patterns of fraud, waste, and abuse (FWA). Although it is necessary to describe our program integrity activities in a compartmentalized fashion in order to address RFP requirements; in truth, quality assurance and program integrity activities are intertwined with all aspects of our business – beginning with provider credentialing, heavily informed by our claims and encounter processing and provider relations (PR) units, and supplemented through our Call Center and fraud hotline.

Exhibit 3.15-1 below is a high-level depiction of the interrelationships, contributions and influences between our Quality Assurance and Program Integrity programs and Delta Dental's other business units.

EXHIBIT 3.15-1, PROGRAM INTEGRITY AND QUALITY ASSURANCE INTERRELATIONSHIPS

We screen potential employees, and conduct annual compliance training for all staff. Quality assurance and program integrity is a core tenet of Delta Dental's culture, and built into every department's processes and procedures.

Program integrity activities will play a major role in the Nevada DBA program as in all publicly and privately funded health care programs. Support for analytical, quality of care, and reporting activities has evolved and taken many forms. This has resulted in a greater emphasis on a knowledge driven program that relies on a team of clinicians and analysts, their understanding of dental care dynamics, and their ability to employ the right data and tools to produce accurate and relevant information efficiently.

Delta Dental is uniquely qualified to provide program integrity services for the Nevada DBA program. For our California Medicaid dental (Denti-Cal) customer, we don't just report to the state Surveillance and Utilization Review (SUR) unit; we perform all the dental SUR functions. We are the largest Medicaid SUR unit dedicated solely to dental FWA in the nation – providing SUR functions for a dental program paying out over $900 million in program dollars. Our Denti-Cal SUR team participates at the annual National Association for Medicaid Program Integrity (NAMPI) conference, which ensures that our knowledge is always as current as possible. We will leverage the knowledge and experience of our California SUR team to craft a superior program integrity solution for the Nevada DBA program.

Delta Dental's solution equips our PIU team with the technical capabilities to maintain vigilant oversight of the quality and cost of dental care. It combines proven expertise, processes that have prevailed in legal challenges from affected providers, with Delta Dental's enterprise data warehouse (EDW) and MetaVance claims processing systems. Together, these will provide a complete monitoring package that meets all RFP requirements and delivers exceptional value. Applying our dental knowledge and proven investigative techniques to an ever-changing dental FWA landscape, our Delta Dental team will provide exceptional value to the DHCFP and its stakeholders.

For Delta Dental's Program Integrity Unit (PIU) and Provider Credentialing teams, the dental landscape is always changing. Team members' familiarity with dental procedures and dental office practices provides the background necessary to notice and examine what may otherwise be seen as normal variations in data or practice patterns. Their ongoing connections to the dental community also provide information about trends that may not be consistent with optimum patient care.

Year after year, our program integrity efforts have provided our customers with empirical evidence that the vast majority of dental providers are delivering services to recipients consistent with community standards of care in the dental profession. Nevertheless, we share the DHCFP's concern that the potential for fraud, waste, abuse and quality of care issues – whether intentional or inadvertent – is real. We confront this issue daily through profiling analyses, audit and recovery recommendations, and preventative activities such as provider credentialing.

Delta Dental offers the DHCFP a fully functional PIU team on day one of operations – our program integrity and provider credentialing tools are established and in use in our government and commercial dental programs today. Delta Dental attributes much of our

success in providing dental health care benefits to our experienced PIU management team and staff – individuals who have come to thoroughly understand both the practice of dental care and the federal and state regulations related to Program Integrity. That understanding, coupled with our collaborative relationships with our state customer staff, has enabled us to consistently meet the needs of our customers, providers and members.

Delta Dental commits to complying with all Nevada DBA program integrity provisions in RFP Subsection 3.15, Program Integrity. We describe our approach to meeting the RFP requirements in the sections that follow.

3.15.1 GENERAL REQUIREMENTS AND AUTHORITIES

3.15.1 General Requirements and Authorities

3.15.1.1 The vendor shall have internal controls for Program Integrity including a Program Integrity Unit (PIU) designed to identify, review, recover and report improper payments, including fraud, waste and abuse (FWA) activities, on an ongoing basis.

3.15.1.2 The vendor must be familiar with and compliant with all federal and state regulations related to Program Integrity, as well as all Nevada Medicaid policies. The Vendor must also require compliance from subcontractors and providers for the same. Medicaid payments to vendors are government funds, funded by federal and state money. These payments made by State Medicaid to vendor entities, including but not limited to pre-paid plans, subcontractors to PAHP, and any sub-subcontractors, and providers of medical services, supplies or drugs, for the benefit of Medicaid recipients may be recovered if obtained by fraud. Any act of health care fraud involving such government funds will be subject to prosecution by the State Attorney General's Office under the State False Claims Act ("FCA"), as well as any other applicable laws. Relevant citations for Program Integrity compliance include, but are not limited to, the citations below.

A. Sections 1128, 1156, and 1902(a)(68) of the Social Security Act;

B. 42 C.F.R.§ 438, Subpart H;

C. 42 C.F.R. § 455 Subpart A, B and E;

D. 42 C.F.R. § 1000 through 1008;

E. 42 C.F.R. § 456.3, 456.4. 456.23;

F. 42 C.F.R. § 457.950(a)(2);

G. *Section 6032 of the Federal Deficit Reduction Act of 2005;*

H. *Nevada Revised Statutes, Chapter 422;*

I. *Nevada DHCFP Medicaid Services Manual; and*

J. *Nevada DHCFP Medicaid Billing Guides*

Delta Dental is pleased to offer the DHCFP a proven combination of skilled staff, well-established processes and unparalleled experience to meet RFP requirements for Program Integrity. Delta Dental utilizes a suite of internal controls and compliance programs to identify, prevent and recover fraud, waste and abuse (FWA) of dental program benefits.

Delta Dental's internal controls include:

- ***Program integrity unit (PIU) and supporting functions:***
  - ***Post-payment reviews of isolated patient records and/or full scope provider audits,***
  - ***Provider profiling, and***
  - ***Data mining,***
- ***Provider credentialing and enrollment,***
- ***Claims processing system edits and audits,***
- ***Utilization management activities,***
- ***Internal communication loops, including a systematic internal referral process, and***
- ***Enterprise compliance plan, training and a dedicated compliance department.***

Of these internal controls, the most efficient methods are those that occur pre-payment. Strong pre-payment controls are far superior, and provide better return on investment, than post-payment models. While there will always be a need for post-payment controls, good pre-payment controls can help to reduce the degree to which program integrity efforts focus on post-payment recovery. Delta Dental's provider credentialing and enrollment policies and procedures contribute to program integrity through assurance that our provider network is qualified, agrees to quality provisions of the contract, and does not have a history of FWA. Claim submission requirements also have a significant impact on our ability to review quality and FWA before payment is made.

Delta Dental's claims processing system, MetaVance, allows the PIU to place providers and recipients on specific prior authorization requirements and/or on special claims reviews based on their exhibited patterns of FWA. This tactic allows focused review of claims prior to payment. The level of edits and audits applied to claims also improves detection of FWA pre-payment. Our claim auditing process includes our advanced fraud detection tool, P & R Dental Strategies Pronto™ application. Pronto is an analytics engine that evaluates daily claims volume using profiling of provider practice patterns, denial rates, and fraud and abuse gaming patterns to identify claims of concern. These claims are routed for staff review and verification to determine if fraud may have occurred and provide an opportunity to either completely cost-avoid the claim, or to refer the provider and/or claim to the PIU for further review on a post-payment basis.

Another major factor in detecting waste, fraud and abuse is the training we provide to all staff throughout the Delta Dental organization – such as customer service representatives (CSRs), claim/encounter examiners, PR representatives and dental consultants. Each of these groups interacts with providers, recipients and/or claim and encounter documents that can provide vital clues of irregularities that require further review. Training to identify potential indicators of FWA related to each group's area of responsibility, together with an established enterprise-wide compliance policy and reporting process, provide an effective first line of defense against waste, fraud and abuse in Delta Dental's dental plans.

Even with our robust pre-payment internal controls, the need for post-payment FWA controls remains. Post-payment controls are used to detect patterns of FWA that may not otherwise be revealed, and to investigate allegations received from external sources such as recipients. Monies paid for claims found to be fraudulent are recovered; patterns of fraud, waste and abuse result in progressive action ranging from education to suspension from the program and possible prosecution by the State Attorney General's office.

As the PIU reveals new patterns of FWA and leverages their continuing education and knowledge of program integrity methods, recommendations for revised staff and/or provider education and training, new system edits and audits, and/or revised policies are presented to the Compliance Officer and Compliance Committee for presentation and adoption by our customers and internal departments.

3.15.2 PROVIDER CREDENTIALING, ENROLLMENT AND CONTRACTS

3.15.2 Provider Credentialing

3.15.2.1 The vendor must:

A. Have written credentialing and re-credentialing policies and procedures for determining and assuring that all providers under contract to the vendor, including PDP and specialists and other health care professionals are licensed by the State of Nevada and qualified to perform the services. The vendor may not employ or contract with providers excluded from participation in the federal health care programs under Section 1128 of the Social Security Act.

B. Provide credentialing criteria for review and approval by DHCFP's Provider Enrollment unit ninety (90) calendar days prior to the start of the contract and ensure that all network providers meet the criteria. Changes to the credentialing process will need to be provided in writing to the DHCFP's Provider Enrollment unit thirty (30) calendar days prior to the change. If the change is unanticipated, the vendor will notify the DHCFP's Provider Enrollment unit within five (5) calendar days of the change.

C. Provide Credentials for network providers, subcontractors, or subcontractor's providers to the DHCFP and/or MFCU upon request, at no cost.

Delta Dental's Credentialing Policies and Procedures manual outlines in detail the processes for ensuring dental service providers are appropriately credentialed to provide the highest level of care to patients and meet the requirements of DHCFP. The credentialing criteria will be provided to DHCFP's Provider Enrollment unit for review and approval 90 calendar days prior to the start of contract operations. As part of our Quality Assurance Plan, we conduct an annual formal evaluation of our credentialing and re-credentialing program and update it as required. Any resulting updates to our credentialing process will be provided in writing to the DHCFP's Provider Enrollment unit 30 days prior to the change. If the change is unanticipated, we will notify the DHCFP Provider Enrollment unit within five calendar days of the change.

CMS emphasizes that provider credentialing and enrollment are key to program integrity and Delta Dental couldn't agree more. Delta Dental credentials all dental providers who apply to become network providers. Our credentialing protocol ensures that each provider is licensed to render dental services in accordance with applicable Nevada laws and regulations. All credentialing is performed by Delta Dental's qualified team of professionals rather than being outsourced. We provide ongoing and remedial training to credentialing professionals to ensure they remain qualified to perform this task, and we take the additional step of credentialing all in-house professionals participating in the review process, which includes our dental director, dental consultants and dentists serving on the Credentialing Committee. Although dental provider credentialing is not subject to National Committee for Quality Assurance (NCQA) certification, our procedures follow NCQA criteria as applicable to dentists.

Delta Dental's credentialing procedures promptly process enrollment applications while simultaneously performing due diligence to ensure patient safety. The mandatory information we require for initial credentialing includes:

1. ***A valid state license to practice;***
2. ***A valid Drug Enforcement Agency (DEA) certificate;***
3. ***Graduation from dental school (if not verified by the state dental licensing board);***
4. ***Work history covering the past five years;***
5. ***History of professional liability claims resulting in settlements or judgments paid on behalf of the provider covering the past five years;***
6. ***Current and adequate malpractice/professional liability insurance;***
7. ***History of DEA certificate revocation, suspension or probation;***
8. ***History of limitations and sanctions imposed by the state licensing board or agency for dentistry;***
9. ***Good standing of hospital privileges;***
10. ***Status of clinical privileges at the provider's designated primary admitting facility;***
11. ***Any Medicare and/or Medicaid sanctions imposed by the Office of Inspector General (OIG), as documented by National Practitioner Data Bank (NPDB) reports;***
12. ***Sanction history from the NPDB;***
13. ***History of an applicant being previously excluded or restricted by Delta Dental from participating in a provider network;***

14. *Information from the NPDB, the Nevada State Board of Dental Examiners, any equivalent licensing boards for out- of-state providers, and any other applicable licensing entities for all other practitioners in the plan*
15. *Attestation that includes, but is not limited to, statements regarding any practice limitations or impairments owing to chemical and/or substance abuse;*
16. *History of felonies or other exclusions listed in Section 1128 of the Social Security Act;*
17. *Verification of specialty training;*
18. *A current valid x-ray certificate;*
19. *Results of facility and/or process-of-care audits, if any, and*
20. *Valid general anesthesia permit, as applicable.*

PR representatives conduct an initial visit to each potential primary dental care practitioner's office, that includes a structured review of the site and dental record keeping practices to ensure conformance with Delta Dental's standards. The PR representative documents the methodology used to conduct the reviews and documents the results.

In the interest of patient safeguards and customer reassurance, Delta Dental has established a policy of recredentialing providers participating in our dental networks every three years, or more frequently if a situation arises that warrants an out-of-cycle review. This policy is fully compliant with 42 Code of Federal Regulations (CFR), Section 455.414 that require the State Medicaid Agency to review and update enrollment data for all Medicaid providers, including collecting disclosures, at least every five years.

For current providers, credentialing elements that have been previously verified and that are not subject to change are not re-verified during recredentialing. For example, after determining during initial credentialing that the dentist graduated from an approved dental school, this element would not subsequently be re-verified. Instead, the recredentialing process focuses on original credentialing elements that are subject to change in status or professional actions or sanctions and new elements assessing the dentist's performance as contracted during the previous 12 months, including:

1. ***Member satisfaction and grievance history;***
2. ***Information on quality improvement activities;***
3. ***Utilization reports and***
4. ***Results of dental record audits.***

Delta Dental uses a systematic process to verify, review and evaluate professional credentials and qualifications. PR representatives receive provider applications, which include credentialing documents and attachments, for each practice. After verification that an application is complete, it is logged in the database and a credentialing file is created for each dentist. Staff review each file for accuracy and completeness and contact the dentist to amend, correct or supply any items in question.

The credentialing file includes an attestation form that is signed and dated by the dentist confirming the correctness and completeness of the information supplied and giving Delta Dental permission to verify and research the data. The attestation also addresses any physical and/or mental health limitations that may affect the dentist's current ability to provide dental care with or without accommodations. It confirms the provider's

accuracy of records relating to any history of chemical dependency or substance abuse, loss of license, felony convictions, disciplinary activity or other professional sanctions and malpractice actions or the loss of malpractice coverage.

Delta Dental verifies many of its credentialing criteria by reviewing primary source documentation. A complete list of verification sources is included in our Credentialing Policies and Procedures; examples include the dentist's license from the State dental board; Board certification via the specific specialty board; and malpractice claims history via the National Practitioner Data Bank. Delta Dental also periodically reviews listings and reports from state licensing boards, enabling the identification of any adverse dental license actions between a provider's routine re-credentialing cycles.

Once complete, the credentialing file is forwarded to the dental director for review. By policy, the Credentialing Committee has authorized the dental director to accept the credentials of dentists whose elements are clear. The dental director may also accept the credentials of dentists with only one malpractice judgment within the last five years if the rest of the elements are clear.

If the dental director does not accept an applicant's credentials, the matter is referred to the Credentialing Committee. The dental director will defer to the committee when the file shows:

- ***Two or more malpractice actions or settlements within the preceding five years;***
- ***Past or current adverse actions by any state or federal regulatory agency;***
- ***Past or current limitation, reduction, suspension or termination of any dental license or hospital privileges;***
- ***Past or current criminal conviction;***
- ***Past or current sanctions by a Medicare or Medicaid regulatory agency;***
- ***Lack of a current valid general anesthesia permit (applies to oral surgeons and anesthesiologists only);***
- ***Lack of a current valid DEA certification (does not apply to orthodontists) and***
- ***Past or current mental illness, chemical dependency or medical condition that would impair or interfere with the dentist's ability to deliver care effectively.***

After discussion, the Credentialing Committee may decide to accept, reject or defer a decision pending the receipt of additional information. After a decision is made, the applicant is promptly notified of the committee's decision. All applicants have the right to request corrections of erroneous credentialing information. Requests for corrections must be submitted by an applicant in writing and be received by Delta Dental within thirty calendar days of receipt of the decision.

Only those applicants whose credentials are accepted by either the dental director or Credentialing Committee are approved to be contracted.

Credentialing activity is documented in Delta Dental's Pega Provider 360 credentialing database, credentialing files and the Credentialing Committee's minutes. These records preserve a history of the credentialing documents and our verifications and credentialing decisions. The database and supporting documentation will be available to DHCFP. Additionally, Delta Dental will provide credentials for network providers, subcontractors or subcontractor's providers to the DHCFP and/or MCFU upon request at no cost.

3.15.3 PROVIDER ENROLLMENT

Provider Enrollment

3.15.3 Provider Enrollment

3.15.3.1 The vendor must comply with federal requirements including the Patient Protection and Affordable Care Act (PPACA) of 2010 for Medicaid enrollments.

Delta Dental's provider enrollment process complies with the Patient Protection and Affordable Care Act (PPACA) of 2010 for Medicaid enrollments. Delta Dental's enrollment and contracting policies are based on the premise that to fully serve the needs of our dental plan members, we must provide a stable, comprehensive network of qualified dentists with broad geographic access, specialty services, and reserve capacity. We also take into account the unique characteristics of each plan's member population. Because of our long history focused solely on dental care and the many dental professionals we employ, we understand how dental practices function and what dentists require to be active partners in a given program. Delta Dental holds fully executed provider agreements with each of our network providers.

New Providers Enrolled by Fiscal Agent

3.15.3.2 The vendor may enroll new providers. A provider who is a non-Medicaid provider that has been enrolled by the vendor must be referred to Nevada Medicaid's fiscal agent for enrollment. Although the vendor may enroll a provider prior to the provider enrolling as a Medicaid provider, the provider is not permitted to provide services to the Medicaid DBA recipients until the provider is enrolled with Nevada Medicaid's fiscal agent.

Dental providers who have successfully passed the credentialing review are added to Delta Dental's provider database. If the provider is not already a Nevada Medicaid provider, Delta Dental will enter the provider in a "pending" status and refer the provider to Nevada Medicaid's fiscal agent for enrollment. Once the provider has been enrolled by the fiscal agent, Delta Dental will update the provider's status accordingly and the provider may begin to provide services to Medicaid DBA recipients.

Delta Dental is sensitive to placing undue administrative burden on participating providers. To minimize this burden and to reduce avoidable delays in the process, Delta Dental is willing to work with the DHCFP and the fiscal agent to determine the feasibility of a process whereby Delta Dental submits the necessary enrollment information (application data, credentialing results, et al) to the fiscal agent on behalf of the provider. Delta Dental performs a similar role on our California Medicaid contract, as well as during prior Medicaid contracts with other states, and finds that this service helps to ensure that the new Medicaid provider completes the enrollment process, which ultimately maintains and improves network adequacy.

License in Good Standing

3.15.3.3 All providers, both within the state of Nevada and outside the state of Nevada, are required to maintain a license in good standing in the state where services are provided.

Delta Dental performs a primary source verification of the provider's license as part of the credentialing process. License information is maintained in Delta Dental's provider management system, including any expiration or review date. When the expiration date approaches, the system sends an "alert" to the Network Development team, who follow up with the provider to validate current license information. Delta Dental also receives license information (e.g., revocations) from state license boards and uses this information to terminate the provider or take other appropriate actions based on the change in license standing.

In addition to periodic recredentialing, Delta Dental may also perform monthly interim verifications of a valid and active dental license or applicable sedation/anesthesia permits. The process allows Delta Dental to verify that any expiring licenses and permits of providers have been renewed. It also facilitates identification of any adverse Board actions prior to a provider's next scheduled recredentialing.

Any time Delta Dental becomes aware of an event or action that calls into question the credentials of an applicant or contracted dentist, the dental director and Credentialing unit investigate the matter. Based on that investigation, the dental director is authorized to take actions as needed to safeguard recipients and ensure their access to benefits. If such actions are required prior to a committee meeting, those actions are reported to the committee and presented with the dentist's credentialing file. Delta Dental proactively seeks information and updates key credentialing elements, such as a valid license to practice and licensing board actions and sanctions.

Single Case Agreements

3.15.3.4 The vendor may need to enter into single case agreements with non-Medicaid providers as needed. These single case agreements must be reported to the DHCFP.

In the exceptional cases where services from a non-Medicaid provider are needed, Delta may enter into a single case agreement with a provider. Delta will report these circumstances to the DHCFP.

Delta Dental is a nationally-known dental benefits administrator; in most cases the non-Medicaid provider will already have a contract with Delta Dental's other lines of business (for example, employer dental plans) which assures the DHCFP and the recipient that the provider meets Delta's high quality standards.

Provider Terminations

3.15.3.5 Provider Terminations. If a provider is disenrolled, de-credentialed, terminated or removed from the active Provider List, the vendor at a minimum must provide the DHCFP the basis, reasons or causes for such action and any and all documentation, data, or records obtained, reviewed, or relied on by the vendor including, but not limited to: provider/patient files; audit reports and findings; and medical necessity reviews.

A provider may be terminated following occurrences such as:

- ***Revocation of the provider's dental license;***
- ***Conviction of a crime involving moral turpitude;***
- ***Provider's behavior unchanged after QA Committee sanctions and corrective actions attempts;***
- ***Verified pattern of poor quality of care that does not meet accepted professional standards;***
- ***Pattern of unacceptable care remains uncorrected after attempts by the QA committee to notify the provider of the issues and/or***
- ***An incident so egregious that it is deemed necessary to immediately terminate the dentist's contract.***

When Delta Dental terminates (disenrolls, de-credentials, terminates or removes) a provider from the active Provider List, the basis, reasons or causes for the action – including the related documentation, data, or records used to make the determination – will be provided to the DHCFP within five business days of the decision to terminate.

Provider Network Changes Report

3.15.3.6 On a monthly basis, no later than the tenth (10) calendar day of the month, the vendor will submit to the DHCFP a list of all providers who have been enrolled and a list of all providers who have disenrolled, deactivated, terminated, de-credentialed or been removed from the active provider enrollment. If the provider has been terminated, de-credentialed or disenrolled, the cause and all required documentation of the termination will be supplied to the DHCFP within five (5) business days of the decision to terminate.

We will submit a Provider Network Changes report listing all providers who, in the previous month, have:

- ***Newly enrolled;***
- ***Disenrolled;***
- ***Deactivated;***
- ***Terminated;***
- ***Decredentialed; or***
- ***Been removed from the active provider enrollment list.***

The Provider Network Changes report is generated from Delta Dental's provider management system, and will be delivered by the tenth calendar day of the month. When Delta Dental terminates (disenrolls, de-credentials, terminates or removes) a provider from the active Provider List, the basis, reasons or causes for the action – including the related documentation, data, or records used to make the determination – will be provided to the DHCFP within five business days of the decision to terminate.

3.15.4 PROVIDER CONTRACTS

3.15.4 Provider Contracts

Delta Dental's contracting policies are based on the premise that to fully serve the needs of our dental plan recipients, we must provide a stable, comprehensive network of qualified dentists with broad geographic access, specialty services, and reserve capacity. We also take into account the unique characteristics of each plan's recipient population. Because of our long history focused solely on dental care and the many dental professionals we employ, we understand how dental practices function and what dentists require to be active partners in a given program. Delta Dental holds fully executed provider agreements with each of our network providers. We do not subcontract for network providers or network management services.

Our agreements with primary care dentists reinforce a dental home approach, streamlining administrative burdens and enabling the primary care dentist, specialty dentists and recipients and their families to work directly together as a team on behalf of each patient.

Written Provider Agreements

3.15.4.1 The Vendor must execute and maintain, for the term of the contract, written provider agreements with a sufficient number of appropriately credentialed, licensed or otherwise qualified providers to provide enrolled recipients with all medically necessary covered services.

Unlike many other dental insurers who subcontract other payer networks to wrap around or supplement a network, Delta Dental offers our clients an indemnity network consisting of independent dentists which have entered into an agreement with us. All dentists on any Delta Dental network are directly contracted with Delta Dental and are not subcontracted from another source. Delta Dental does not operate these network office locations, as all Delta Dental dentists are in private practice and sign a non-exclusive agreement to become one of our contracting dentists. Delta Dental networks are proprietary and not available for lease by any other entity.

Delta Dental is currently in the process of recruiting and contracting a network that meets all the requirements described. All providers will sign a government programs contract. The size of the network is determined and contracted based on the number of members in any geographic area and is consistent with ratio and geographic requirements.

Delta Dental will implement and maintain a dental network that not only has sufficient numbers and types of dental providers but also providers in the optimum locations, thereby giving recipients convenient access to general and specialty dental care. Should a recipient require dental care prior to assignment or selection of a PDP, the individual may obtain services from any network provider. Our toll-free Call Center staff can assist in locating an appropriate provider, if needed. The completion of Delta Dental's initial network development campaign will culminate with the end of the contract start-up period. As of the Go-Live date, recipients will have access to a comprehensive network that fully satisfies all geographic, time, ratio and other standards.

DHCFP Review of Provider Contracts

3.15.4.2 The Vendor must provide, for the DHCFP review, a copy of its base provider contract prior to execution. In addition, prior to distributing or executing any substantive changes or amendments to the base contract, the Vendor shall submit drafts of standard language for any such contract to the DHCFP for review. Provider contracts must meet all state and federal requirements. The Vendor shall submit any of its provider contracts to the DHCFP within 5 business days upon request.

Delta Dental's provider contracts meet all state and federal requirements and include relevant flow-down requirements from this RFP. Delta Dental will provide a copy of our base provider contract for the DHCFP review prior to execution. Throughout the contract, we will submit drafts of substantive changes or amendments to the base contract standard language to the DHCFP for review prior to distribution or execution.

We will submit any of our provider contracts to the DHCFP within five business days of a request.

Provider Recruitment

3.15.4.3 The timing and other events associated with provider recruitment must occur in a manner that will ensure meeting the objectives noted within this RFP. The effort must include outreach to providers who are not currently participating in the DHCFP's dental program or have a signed agreement but do not actively accept eligible recipients.

Delta Dental's first Nevada provider network was contracted in 1974. We have continuously maintained one or more provider networks in Nevada, and many providers in the Clark and Washoe counties are already members of our networks.

Delta Dental is proposing a custom network designed specifically for the Nevada DBA program using a multiple-phase approach. This approach is consistent with our past successful network implementations for state and national programs. We do not use an "opt-out" approach in which providers participating in an insurer's or administrator's network for one customer or program are notified of the intent to include them in another network unless a written declination is received by a specific deadline. Our experience has been that this tactic results in dissatisfied providers, low retention rates, and low commitment to potential program-specific contracts.

Delta Dental's hands-on network development approach requires a significant investment of time and resources; however, we and our customers have found the initial efforts involved in engaging in first-hand discussions with providers are well worth it in the long run. In these conversations, many providers have openly shared concerns about their recent experiences with a program, but have agreed to offer their services to recipients through Delta Dental's proposed network. Many providers have expressed satisfaction with their experience with Delta Dental in the commercial space and are therefore willing to participate in our other programs.

Going the extra mile to reach out to providers and build lasting and productive relationships with them is what sets Delta Dental apart in the industry. It also provides the foundation for what is needed most for the improved oral health of recipients – a stable network of qualified providers who deliver continuity of care over the long term to set recipients on a course of good oral hygiene and health for life.

Delta Dental is currently in the process of recruiting and contracting a network that meets all the requirements described. All providers will sign a government programs contract. The size of the network is determined and contracted based on the number of members in any geographic area and is consistent with ratio and geographic requirements. Delta Dental's recruitment team uses a systematic approach to network development that features advance planning, DHCFP-approved materials, iterative follow-up with providers and continuous tracking of progress against plan. Throughout the network development phases, Delta Dental's management team will evaluate recruitment progress and resources assigned to complete the network on schedule.

Should additional resources be needed, Delta Dental will augment the development team with experienced recruiters and support staff to ensure delivery of a comprehensive network for the Go-Live date.

During the start-up period and throughout the duration of the contract, our provider relations team will work collaboratively with dental professionals and network specialists to meet network performance goals. We will use multiple tools to gauge optimum access for recipients and pinpoint recruitment needs for dentists by specific specialty. GeoAccess–GeoNetworks® analytical tools are used to assess network performance geographically, including measuring recipient access by varied time and distance parameters. For each provider type, we can look at county metrics and drill down to identify particular ZIP codes that do not meet our expectations.

Delta Dental will implement and maintain a dental network that not only has sufficient numbers and types of dental providers but also providers in the optimum locations, thereby giving recipients convenient access to general and specialty dental care. Should a recipient require dental care prior to assignment or selection of a PDP, the individual may obtain services from any network provider. Our toll-free Call Center staff can assist in locating an appropriate provider, if needed. The completion of Delta Dental's initial network development campaign will culminate with the end of the contract start-up period. As of the Go-Live date, recipients will have access to a comprehensive network that fully satisfies all geographic, time, ratio and other standards.

Delta Dental's recruitment plan includes outreach to providers who are not currently participating in the DHCFP's medical assistance programs or have a signed agreement but do not actively accept eligible recipients. If the provider is not already a Nevada Medicaid provider, Delta Dental will refer the provider to Nevada Medicaid's fiscal agent for enrollment. Once the provider has been enrolled by the fiscal agent, Delta Dental will complete the provider's application and credentialing process and the provider may begin to provide services to Medicaid DBA recipients. Once the provider has been enrolled by the fiscal agent, Delta Dental will update the provider's status accordingly and the provider may begin to provide services to Medicaid DBA recipients.

Delta Dental is sensitive to placing undue administrative burden on participating providers. To minimize this burden and to reduce avoidable delays in the process, Delta Dental is willing to work with the DHCFP and the fiscal agent to determine the feasibility of a process whereby Delta Dental submits the necessary enrollment information (application data, credentialing results, et al) to the fiscal agent on behalf of the provider. Delta Dental performs a similar role on our California Medicaid contract, as well as during prior Medicaid contracts with other states, and finds that this service helps to ensure that the new Medicaid provider completes the enrollment process, which ultimately maintains and improves network adequacy.

In the exceptional cases where services from a non-Medicaid provider are needed, Delta may enter into a single case agreement with a provider. Delta will report these circumstances to the DHCFP. For any provider that is out-of-state, Delta Dental validates that the provider's license is in good standing as part of the single case agreement process.

Delta Dental is a nationally-known dental benefits administrator; in most cases the non-Medicaid provider will already have a contract with Delta Dental's other lines of business (for example, employer dental plans) which assures the DHCFP and the recipient that the provider meets Delta's high quality standards.

Compliance Monitoring

3.15.4.4 The vendor must also have written policies and procedures for monitoring its providers, and for disciplining providers who are found to be out of compliance with the vendor's dental management standards. The vendor must submit these policies and procedures to the DHCFP within 5 business days upon change of policies and procedures or upon request.

Provider compliance begins with our provider contracting policies and agreements. Delta Dental's provider agreement addresses clinical, financial, administrative and legal provisions to safeguard recipient health and maintain compliance with Delta Dental standards and Nevada DBA program requirements. These are set forth in contract terms that, among others, include:

- ***Provision of services;***
- ***Standards of care;***
- ***Dentist and employee qualifications/credentialing;***
- ***Facility and equipment standards;***
- ***Availability and accessibility standards;***
- ***Dentist/patient relationship;***
- ***Recipient acceptance/transfers;***
- ***Referrals;***
- ***Claim/encounter submission;***
- ***Disclosures/notifications of adverse events;***
- ***Compliance with the provider handbook;***
- ***Recipient grievance resolution;***
- ***Prohibition against recipient billings and collections;***
- ***QM and UM standards/programs;***
- ***Records maintenance and access;***
- ***Confidentiality/security of patient information;***
- ***Applicable state and federal regulations/statutes and***
- ***Insurance coverage and continuity of care for recipients.***

Denying, Reducing, or Limiting Medically Necessary Services

3.15.4.5 Provider contracts must not be structured to provide financial or other incentives to providers and subcontractors for denying, reducing or limiting medically necessary services.

Delta Dental's provider contracts require providers to provide covered medically necessary dental services following standard practice guidelines and protocols. No financial or other incentives for denying, reducing or limiting medically necessary services are included or encouraged.

Gag Clauses

3.15.4.6 The use of "gag" clauses in Provider contracts is prohibited.

Delta Dental does not use "gag" clauses in our provider contracts.

DHCFP Access to Provider Contracts

3.15.4.7 All provider contracts must be made available to the DHCFP and / or MFCU within five (5) business days upon request.

We will submit any of our provider contracts to the DHCFP and/or MFCU within five business days of a request.

Network Maintenance

3.15.4.8 Maintenance of the network includes, but is not limited to:

A. Initial and ongoing credentialing;
B. Adding, deleting, and periodic contract renewal;
C. Provider education; and
D. Discipline/termination, etc.

3.15.4.9 The vendor must have written policies and procedures for monitoring its network providers, and for disciplining those who are found to be out of compliance with the vendor's dental management standards.

3.15.4.10 The vendor must take appropriate action related to dual FFS and DBA network providers and provide all documentation related to any disciplinary action, sanction, de-credentialing, removal from the provider panel to DHCFP in a time and manner as determined by the DHCFP as follows:

A. Upon the vendor's awareness through public sources of any disciplinary action, or any sanction taken against a network provider, or any

suspected provider fraud or abuse, the vendor shall immediately inform the DHCFP's Provider Enrollment Unit;

B. The vendor is required to check the Office of the Inspector General (OIG) website and DHCFP's excluded Provider list at least monthly to confirm its network providers have not been sanctioned by the OIG or by the DHCFP; and

C. If the vendor is notified or discovers that the OIG, DHCFP or another state Medicaid agency or certification/licensing entity has taken an action or imposed a sanction against a network provider, the vendor shall review the provider's performance related to this RFP and take any action or impose any sanction, including disenrollment from the vendor's provider network.

Delta Dental actively manages each of our dental networks – including the network proposed for the Nevada DBA program – to create, monitor and maintain an environment in which recipients have convenient access to dental services by qualified dentists. In developing our proposal, our experienced Network Development team has prepared a comprehensive plan for configuring a network that addresses the dental needs of the full, statewide enrollment of the Nevada DBA program and ensures access for recipients in all counties. As Delta Dental's proven track record has demonstrated to other Medicaid and state Children's Health Insurance Programs (CHIPs), we have the corporate commitment, dental expertise and recognition in the dental community to complete all of the work necessary to have a dental network in place and trained for the start of contract operations.

Delta Dental's network recruiting, management and provider relations functions supporting the Nevada DBA program will be led by Darlene Gillespie, Director of Network Development, State Government Programs. Ms. Gillespie holds an MBA degree and has 21 years of program administration with state government programs, including five years of experience with network development and management. Ms. Gillespie directs a team of Network Development and Provider Relations staff.

Delta Dental is a nationwide leader in dental service delivery and is in a unique position to furnish the DHCFP with an expansive, well-qualified provider network for the Nevada DBA program. Delta Dental has been serving as the dental benefits administrator to public and commercial clients for more than 40 years. Our proven expertise developing custom networks for Medicaid and CHIPs provides DHCFP with empirical evidence of Delta Dental's ability to satisfy the requirements in the RFP.

In the dental community across the country, Delta Dental has earned a respected reputation as a dental plan administrator. This has been achieved by providing the resources and support that dental providers need to successfully participate in our networks, which in turn benefits our customers and their members.

We will establish a Contract and Credentialing Task Force to facilitate the contracting and credentialing process of network providers, both new providers and those continuing in the program. The Task Force will be composed of representatives from Delta Dental's internal contracting and credentialing team, as well as the Director of

Network Development and members of the Provider Relations team. During the startup period there may be issues that prevent the contracting and credentialing process from proceeding smoothly, and this Task Force will be responsible for ensuring a process as free from obstruction as possible. The group will meet weekly to address any issues that arise and to ensure that all submitted documentation is accurate and complete.

While the initial recruitment of network dentists is a critical component of an effective program, maintaining and growing a stable, comprehensive network over the course of the contract is what allows recipients and families to build productive relationships with their dentists. Network stability helps instill a sense of security, trust and familiarity among the families served by the network's dentists. Our Provider Relations and Education Program is designed to meet the dual goals of high-quality patient care and provider compliance. To accomplish this, we offer a full complement of support services, enabling providers and their office staff to render services appropriately, efficiently and respectfully.

3.15.5 DEBARRED OR SUSPENDED PERSONS

3.15.5 Affiliations with Debarred or Suspended Persons

3.15.5.1 Monitoring for Prohibited Affiliations

A. The vendor may not employ or contract with providers excluded from participation in federal healthcare programs.

B. The vendor may not be controlled by a sanctioned individual.

C. The vendor may not have a contractual relationship that provides for the administration and management or provision of medical services, or the establishment of policies, or the provision of operational support for the administration, management or provision of medical services, either directly and indirectly, with an individual convicted of certain crimes as described in section 1128(b)(8)(B) of the Act.

D. The vendor may not employ or contract, directly or indirectly, for the furnishing of health care, utilization review, medical social work, or administrative services, with one of the following:

1. Any individual or entity excluded from participation in federal healthcare programs; or

2. Any entity that would provide those services through an excluded individual or entity.

E. The vendor's must have policies and procedures for ensuring that, pursuant to 42 CFR 438.610, the vendor will not knowingly have a director,

officer or partner who is or is affiliated with a person/entity that is debarred, suspended or excluded from participation in federal healthcare programs.

F. The vendor is prohibited from knowingly having a person with ownership of more than 5% of the vendor's equity who is (or is affiliated with a person/entity that is) debarred, suspended, or excluded from participation in federal healthcare programs.

G. The vendor is prohibited from knowingly having an employment, consulting, or other agreement with an individual or entity for the provision of vendor contract items or services who is (or is affiliated with a person/entity that is) debarred, suspended, or excluded from participation in federal healthcare programs.

H. If the DHCFP learns that the vendor has a prohibited relationship with a person or entity who is disbarred, suspended, or excluded from participation, the DHCFP will notify the Secretary of noncompliance. The State may continue the existing agreement with the vendor unless the Secretary directs otherwise. The DHCFP may not renew or extend the existing agreement with the vendor unless the Secretary provides to the DHCFP and to Congress a written statement describing compelling reasons that exist for renewing or extending the agreement.

Delta Dental commits to meeting this RFP requirement. Delta Dental understands that we are responsible for ensuring that all individuals acting for or on behalf of our organization are legally authorized to render services under applicable laws and/or regulations. Further, we will not have an employment, consulting or any other agreement with a person who has been debarred or suspended by any federal or state agency for the provision of items or services related to the entity's contractual obligation.

To ensure compliance, we conduct pre-employment background checks before hiring employees, require directors and officers to complete annual disclosure forms and conduct initial credentialing and re- credentialing of dental network providers. We also perform ongoing reviews of the Office of Inspector General U.S. Dept. of Health and Human Service's website for disqualifications from Medicaid/Medicare participation. Delta Dental utilizes a strict credentialing process that prevents us from contracting with a provider who is debarred, suspended or excluded from participating in a federal program.

If for some reason we unknowingly have a prohibited relationship with a person or entity who is disbarred, suspended, or excluded from participation, we understand the DHCFP will notify the Secretary of noncompliance.

3.15.6 COMPLIANCE PLAN

3.15.6 Compliance Plan

3.15.6.1 Vendors must have a program that includes administrative and management arrangements or procedures, including a mandatory compliance plan to guard against fraud and abuse.

3.15.6.2 Vendors will have written policies, procedures, and standards of conduct that articulate the organizations commitment to comply with all applicable Federal and State program integrity standards.

Delta Dental's Enterprise Compliance Program describes our commitment to business integrity, ethical behavior and high levels of business standards. The program implements federal and state laws and regulations that govern company business, establishes boundaries and personal obligations, and guides day-to-day performance and how the business operates. The Compliance Program establishes Delta Dental's Department of Risk, Ethics and Compliance and includes code of conduct, conflict of interest and business ethics policies.

Within the umbrella of our Enterprise Compliance Program, we will include our Nevada DBA Fraud and Abuse Compliance plan. The purpose of the Fraud and Abuse Compliance plan is to document and inform all parties of the policies, practices and procedures that Delta Dental employs to prevent, detect and investigate fraud and abuse in the administration of government dental services programs. The plan is used by Delta Dental staff members and Delta Dental material subcontractors, and addresses fraud and abuse on the part of both providers and members.

3.15.7 COMPLIANCE PLAN GENERAL REQUIREMENTS

3.15.7 General Requirements

A. The vendor must have a comprehensive compliance plan which encompasses the elements necessary to monitor and enforce compliance with all applicable laws, policies, and contract requirements.

B. The compliance plan must be reviewed and approved annually by the DHCFP.

C. The compliance plan must include the following elements, and any others as directed by the DHCFP:

1. Written policies and procedures for the functions in this section;

2. Standards for effective communication between the Compliance Officer, Program Integrity staff, management, vendor staff, and the DHCFP;

3. Mandatory on-going training and education of the Compliance officer, Program Integrity staff, management and staff, and subcontractors on the prevention and detection of fraud, waste, abuse, and improper payments;

4. Delineation of the staff and division of responsibilities within the vendor's Program Integrity Unit;

5. Specific objectives and goals for Program Integrity operations in the coming year;

6. The process that the vendor will use to enforce program integrity standards through well publicized disciplinary guidelines;

7. The process that the vendor will use to complete internal program integrity monitoring and auditing;

8. How the vendor will promptly respond to detected program integrity offenses and develop corrective action initiatives; and

9. A report on the success of the objectives and goals from the previous year.

Delta Dental will develop a Nevada DBA Fraud and Abuse Compliance Plan, modeled after our Enterprise Compliance Plan, to encompass the specific laws, policies, and contract requirements applicable to the Nevada DBA program. The Nevada DBA Fraud and Abuse Compliance Plan will describe the elements necessary to monitor and enforce compliance.

Our Nevada DBA Fraud and Abuse Compliance Plan will meet the requirements of the RFP and include the following:

- ***Written policies and procedures for program integrity functions as described in the RFP;***
- ***Standards for effective communication between the Compliance Officer, Program Integrity staff, management, Delta Dental staff, and the DHCFP;***
- ***Mandatory on-going training and education of the Compliance officer, Program Integrity staff, management and staff, and subcontractors on the prevention and detection of fraud, waste, abuse, and improper payments;***
- ***Delineation of the staff and division of responsibilities within Delta Dental's PIU;***
- ***The process that Delta Dental will use to enforce program integrity standards through well publicized disciplinary guidelines;***
- ***The process that Delta Dental will use to complete internal program integrity monitoring and auditing and***
- ***How Delta Dental will promptly respond to detected program integrity offenses and develop corrective action initiatives.***

The Nevada DBA Fraud and Abuse Compliance Plan will be updated annually and submitted to the DHCFP for review and approval. As part of the annual update, Delta Dental will include:

- ***Specific objectives and goals for Program Integrity operations in the coming year and***
- ***A report on the success of the objectives and goals from the previous year.***

3.15.8 DEFICIT REDUCTION ACT

3.15.8 Deficit Reduction Act

3.15.8.1 In order to comply with Section 6032 of the Deficit Reduction Act of 2005, the vendor must, as a condition of receiving Medicaid payment, do the following:

A. Establish and make readily available written policies for all employees of the vendor, including management, and of any subcontractor or provider, that provide detailed information about the False Claims Act established under sections 3729 through 3733 of Title 31, United States Code, administrative remedies for false claims and statements established under chapter 38 of title 31, United States Code, any State laws pertaining to civil or criminal penalties for false claims and statements, and whistleblower protections under such laws, with respect to the role of such laws in preventing and detecting fraud, waste, and abuse in Federal health care programs (as defined in section 1128B(f) of the Social Security Act of 1932);

B. Include as part of such written policies, detailed provisions regarding the vendor's policies and procedures for detecting and preventing fraud, waste, and abuse; and

C. Include in any employee handbook for the vendor, a specific discussion of the laws described above, the rights of employees to be protected as whistleblowers, and the vendor's policies and procedures for detecting and preventing fraud, waste, and abuse.

To comply with Section 6032 of the federal Deficit Reduction Act of 2005 requirements, we will update our Nevada DBA Fraud and Abuse Compliance Plan to establish written policies that detail information about the False Claims Act, administrative remedies and civil or criminal penalties for false claims, and whistleblower protections. These written policies will also include our policies and procedures for detecting and preventing fraud, waste and abuse. These policies and procedures will be included in our employee handbook and will be binding on all employees, managers, officers, contractors, subcontractors and agents of Delta Dental.

3.15.9 UNDER-UTILIZATION OF SERVICES

3.15.9 Under-utilization of Services

3.15.9.1 Vendors must monitor for the potential under-utilization of services by their recipients in order to assure that all Medicaid-covered services are being provided, as required. If any under-utilized services are identified, the vendor must immediately investigate and, if indicated, correct the problem(s) which resulted in such under-utilization of services. The vendor's monitoring efforts must, at a minimum, include the following activities:

A. An annual review of their prior authorization procedures to determine that they do not unreasonably limit a recipient's access to Medicaid-covered services;

B. An annual review of the procedures providers are to follow in appealing the vendor's denial of a prior authorization request to determine that the process does not unreasonably limit a recipient's access to Medicaid-covered services; and

C. Ongoing monitoring of vendor service denials and utilization in order to identify services which may be underutilized.

Delta Dental has a well-developed utilization management (UM) program that monitors over- and under-utilization, processes prior authorization requests, identifies suspected cases of fraud and abuse and conducts related activities to support cost-effective, high-quality access to care.

Delta Dental regularly reviews provider claims data to identify both over- and under-utilization of all services. Provider claims are reviewed for over- and under-utilization of services through routine UM reports. These reviews include claims data, with results presented as the number of claims per 1,000 recipients, stratified by specialty care, primary care and geographic area. This ongoing monitoring of utilization identifies services which may be under- or over-utilized.

Our UM program employs a variety of proven methods to correct problems of under-utilization, including but not limited to provider education, reviews of prior authorization procedures, and dental paraprofessional and professional reviews for medical necessity and adherence to clinical guidelines. Delta Dental will ensure that our monitoring efforts include, at a minimum, an annual review of prior authorization procedures to determine that the procedures do not unreasonably limit access to Medicaid-covered services.

3.15.10 EMBEZZLEMENT AND THEFT

3.15.10 Embezzlement and Theft

Vendors must monitor activities on an ongoing basis to prevent and detect embezzlement or theft by employees, providers, and subcontractors. Any evidence of criminal activity must be reported to the appropriate authority and the DHCFP SUR unit within five (5) business days.

Delta Dental's Internal Audit department, monitors activities for potential embezzlement or theft. Auditing activities and reports are used to identify potential criminal activity – regardless whether it could be from an employee, provider or subcontractor. The activity is then investigated. When evidence of criminal activity is determined, Delta Dental will report the activity to the appropriate authority and the DHCFP SUR unit within five business days.

3.15.11 VERIFICATION OF SERVICES

3.15.11 Verification of Services

3.15.11.1 The vendor must verify that services billed by providers were actually provided to recipients.

3.15.11.2 The vendor may use Explanations of Benefits (EOBs) or Verification of Services (VOS) letters for such verification.

3.15.11.3 VOS letters, if used instead of EOBs, must be sent to at least 500 recipients each month.

Delta Dental generates an Explanation of Benefit (EOB) statement and a Notice of Payment (NOP) for each claim processed. Claims processed during the weekly payment cycle are included on an EOB that is sent to the recipient, and on the NOP sent to providers for the Nevada DBA program.

Each EOB contains language informing the recipient on the action to be taken if they did not receive the stated dental services on the date indicated. This information is customized for each of our contracts, but most often directs the recipient to call or email Delta Dental's Call Center, where the Recipient Services Department will forward the inquiry to our PIU for disposition.

3.15.12 Hotline for Reporting Suspected Fraud, Waste, Abuse or Improper Payments

3.15.12 Hotline for Reporting Suspected Fraud, Waste, Abuse or Improper Payments

3.15.12.1 The vendor must acquire, maintain and monitor a hotline telephone number for the public, recipients and providers to report allegations of fraud, waste, abuse, or improper payments.

3.15.12.2 The hotline number must be prominently displayed in a stand-alone frame placed on the vendor's front page of their Nevada Medicaid website.

3.15.12.3 The telephone line may be augmented by a web page used specifically for collecting and reporting to the vendor's Program Integrity Unit complaint information entered by a fraud, waste and abuse complainant.

3.15.12.4 If the vendor also uses a web page for receiving program integrity complaints, it must:

A. Be accessible and simple to use by the public, recipients and providers;

B. Have a stand-alone highlighted button or link on the vendor's front page of their Nevada Medicaid website; and

C. Be identified with language which states clearly the button or link is for use in reporting Medicaid fraud, waste or abuse.

A major strength of Delta Dental's Call Center is the employment of well-qualified, fully trained and culturally diverse staff who genuinely care about the members and providers they serve. Our Call Center Member and Provider Hotlines are a key means for members and providers to obtain the information and assistance they need to effectively participate in the Nevada DBA program.

The Member and Provider Hotlines use Interactive Voice Response (IVR) and Automated Call Distribution (ACD) systems to route calls to the most appropriate Call Center department or unit. The IVR will be modified to include an option for reporting fraud, waste, abuse, or improper payments. If desired, the caller (the public, recipient, or provider) may report the allegation anonymously, although self-identification will be encouraged to permit Delta Dental's PIU to follow up with the reporter as needed for clarification or details. During Call Center operating hours, the reporter will be routed to the first available representative; after hours, the reporter will be routed to a voice mail box to report the allegation.

Delta Dental also maintains a dedicated hotline number that may be used by members, providers, employees or anyone else to report suspicious activity. The Nevada fraud

hotline number will be added to Delta Dental's Nevada Medicaid website home page; in a stand-alone frame prominently displayed.

3.15.13 PROGRAM INTEGRITY UNIT

3.15.13 Vendor's Program Integrity Unit

Delta Dental offers the DHCFP a fully functional PIU team on day one of operations – our program integrity and provider credentialing tools are established and in use in our government and commercial dental programs today. Delta Dental attributes much of our success in providing dental health care benefits to our experienced PIU management team and staff – individuals who have come to thoroughly understand both the practice of dental care and the federal and state regulations related to Program Integrity. That understanding, coupled with our collaborative relationships with our state customer staff, has enabled us to consistently meet the needs of our customers, providers and members.

Unit Composition

3.15.13.1 Unit Composition

A. The vendor must establish and maintain a distinct Program Integrity Unit (PIU) whose responsibilities include the identification, review, recovery, and reporting of improper Medicaid and Nevada Checkup payments, including fraud, waste, and abuse (FWA) activities.

Delta Dental's emphasis on fraud detection has increased in recent years, and in our PIU team we will have a team of experienced FWA investigation staff members dedicated to these activities. The PIU will be responsible for supporting program integrity activities, including detection of provider and recipient fraud and abuse and identification of substandard quality of care delivered under the Nevada DBA program. Given the length of time and investment of State resources required to identify and resolve administrative or criminal cases, maintaining the integrity and pace of each case is critical to its successful pursuit. Our seasoned team of program integrity professionals will support the State's SUR Unit's ongoing efforts.

We have organized our PIU to be efficient, effective and responsive to our customers. The PIU is a customer service-oriented department with a highly specialized purpose that requires familiarity with and strict adherence to established procedural protocols and processes based on legal and policy regulations, while developing and applying innovative approaches to organizing and analyzing data in response to ever-changing dental and policy environment.

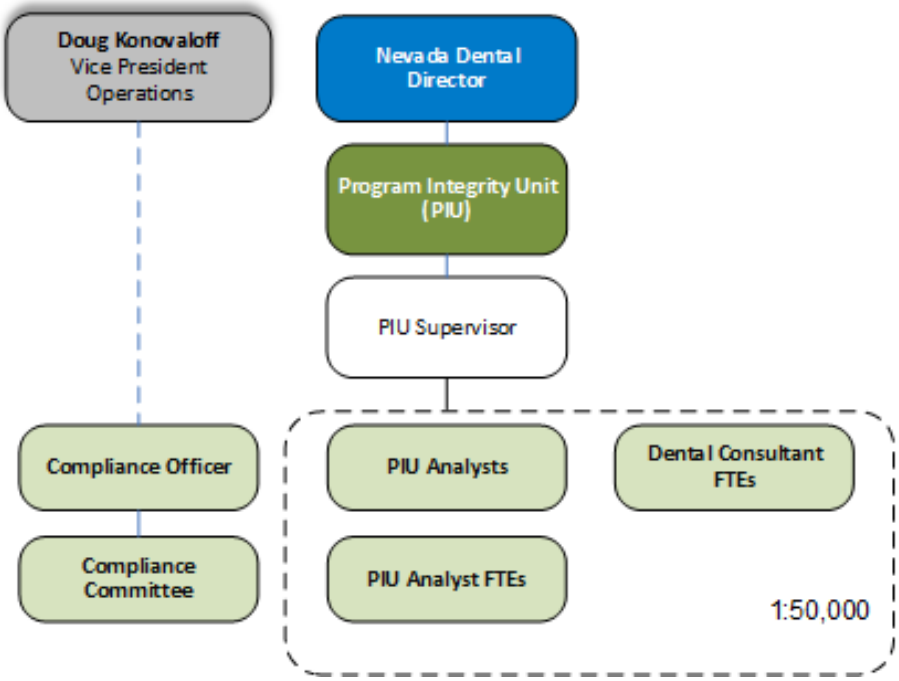
The Delta Dental program integrity experts are experienced, trained professionals who will be fully productive on day one of operations. Our proposed staffing level is consistent with the RFP's service and cost requirements. Based upon our real-world experience with publicly and privately funded dental health care programs over the past

years, we are confident that our expert team can and will successfully perform the program integrity activities required under the RFP. The senior members of the PIU bring to their positions a high level of education, depth and breadth of clinical skills, a comprehensive working knowledge of federal and state regulations and extensive program integrity experience. They possess strong communication and relationship skills and a proven aptitude for delivering high quality products and services.

Our PIU falls organizationally within the Dental Policy department. The PIU Supervisor reports directly to Delta Dental's Nevada Dental Director. The PIU team consists of PIU analysts, who conduct the initial investigation of allegations and perform data mining, provider profiles and documentation reviews; dental consultants, who evaluate cases for medical necessity, quality of care and other professional aspects of investigation; a compliance officer accountable to our Vice President of Operations, Doug Konovaloff; and a Compliance Committee that will be comprised of representatives from the Department of Risk, Ethics and Compliance, Network Development/Provider Relations, and Quality Assurance departments.

The exhibit below depicts the organization of the PIU.

EXHIBIT 3.15-2, PROGRAM INTEGRITY UNIT (PIU) ORGANIZATION



Compliance Office and Committee

B. The PIU must include a compliance officer and a compliance committee accountable to senior management. The compliance officer shall be available to communicate with the DHCFP Program Integrity and SUR staff by telephone, email, text message, or other communication methods during State business hours.

The PIU will include a Compliance Officer and Compliance Committee accountable to our Vice President of Operations, Doug Konovaloff.

The Compliance Officer will be available to the DHCFP Program Integrity and SUR staff through a variety of communication methods including telephone, email, and text message, and other communication methods that are mutually supported by Delta Dental and the DHCFP (e.g., Skype, WebEx, et al).

The Compliance Committee will be comprised of representatives from the Department of Risk, Ethics and Compliance, Network Development/Provider Relations, and Quality Assurance departments. The Compliance Committee will review and evaluate the findings from compliance reviews and make recommendations to conduct audits and impose sanctions or other corrective actions when appropriate and/or to forward to the DHCFP SUR Unit.

PIU Resources

C. The PIU shall have adequate resources and qualified staffing available to conduct reviews, recovery and reporting of improper payments, including FWA activities, as specified in the vendor contract.

D. The PIU will have adequate resources to meet either in person or via telephone on a monthly basis to provide information and updates on cases.

E. Qualified staff shall have experience in health care claims review, data analysis, professional medical coding or law enforcement.

F. The number of full-time equivalents (FTEs) dedicated to the PIU must be at least one per 50,000 Medicaid recipients.

G. The PIU staff must receive on-going training in conducting compliance reviews, and must travel to the DHCFP for periodic meetings and trainings with SUR Unit staff.

The PIU will have adequate resources and qualified staff available to fulfill PIU functions as specified in the contract. At a minimum, the PIU will have one full-time dedicated analyst supported by additional PIU analysts and dental consultants whose allocation to the Nevada DBA program PIU will vary based on the number of Medicaid recipients and

the volume of cases to be investigated and recovered. Delta Dental commits to staffing the PIU with full-time equivalents (FTEs) of at least one per 50,000 Medicaid recipients.

Although we anticipate that much of the formal communication between the DHCFP and Delta Dental regarding FWA cases and concerns will occur through regularly scheduled (e.g., monthly) case review/status meetings, our PIU team will be actively engaged with the DHCFP Program Integrity and SUR units on a daily basis. Our experienced PIU team is naturally desirous to assist in seeing cases through to resolution; they can often anticipate the DHCFP's needs and provide information as situations and cases develop. The team will also respond promptly to the DHCFP on inquiries it receives from providers, recipients or third parties, such as legislators or other State officials. We expect that the Compliance Officer and PIU analysts will have frequent interactions with the DHCFP Program Integrity and SUR staff and other approved contacts (e.g., OIG) via e-mail, telephone or in person on a variety of program integrity related matters such as:

- ***Cases currently in review, including questions or updates, referral packages and contacts with external entities;***
- ***Questions on PIU procedures and***
- ***Consultation on investigations performed by the DHCFP and/or other agencies.***

Delta Dental recognizes that PIU staff must possess specialized skills and experience in health care claims review, data analysis, professional medical coding or law enforcement. Depending upon the position, PIU positions may also require professional or paraprofessional dental experience. Requirements for all positions emphasize the importance of dental-specific knowledge and experience. As a result, when PIU position openings occur, we begin by seeking resources internally, focusing on candidates with experience in dental benefit administration functional areas. When positions cannot be filled adequately from Delta Dental's internal resources, either through promotions or by transferring staff, we will recruit externally. When recruiting for all professional and paraprofessional staff vacancies, including PIU vacancies, Delta Dental may advertise in professional newsletters and journals, solicit referrals from State and regional dental societies and from our own dental consultants, and recruit at local dental assisting schools or dental schools. For specialized PIU management vacancies, we may turn to outside executive recruiters with which we have relationships.

Our dedicated PIU analyst will be located in Nevada and will be available to travel to the DHCFP for periodic meetings and trainings with SUR Unit staff. Other PIU staff will also travel to the DHCFP for meetings and trainings as appropriate. Our PIU team will also receive ongoing training in conducting compliance reviews and will participate at the annual National Association for Medicaid Program Integrity (NAMPI) conference, which ensures that our knowledge will be up to date with Medicaid program integrity practices nationwide.

3.15.14 FRAUD IDENTIFICATION AND REFERRAL

3.15.14 Fraud Identification and Referral

Delta Dental's Program Integrity program includes methods for identifying, measuring, communicating and resolving FWA issues.

Policies and Procedures

3.15.14.1 Vendor shall establish policies and procedures to identify and refer credible allegations of fraud to the SUR Unit of the DHCFP.

Our fraud identification, referral, review and recovery policies and procedures are implemented through our Fraud and Abuse Compliance Plan. The plan will provide the operational detail to effectively perform the specific FWA tasks that must be accomplished to achieve plan objectives.

The plan will provide a comprehensive description of our Fraud and Abuse system, and methods for identifying, measuring, communicating and resolving FWA issues, including credible allegations of fraud. Per 42 CFR 455.2, credible allegations exist when:

- ***The allegations have signs or indications of reliability, and***
- ***All allegations, facts and evidence have been reviewed carefully and action is taken judiciously on a case-by-case basis.***

Fraud Allegations and Tips

3.15.14.2 When the vendor receives an allegation or tip related to potential fraud, the vendor must perform a preliminary investigation to determine whether a credible allegation of fraud exists.

3.15.14.3 If the vendor determines that there is credible allegation of fraud, the vendor must submit a fraud referral to the SUR Unit of the DHCFP as soon as possible and within two (2) business days.

3.15.14.4 The vendor's fraud referral must provide, at a minimum, the following information and any other information specified by the DHCFP:

A. Provider's name, Medicaid provider number or provider's National Provider Identifier (NPI);

B. Nevada Medicaid provider type;

C. Recipient's name and Medicaid number;

D. Date and source of the original complaint or tip;

E. Description of alleged fraudulent activity, including:

1. Specific laws or Medicaid policies violated;

2. Dates of fraudulent conduct; and

3. Approximate value of fraudulently obtained payments.

F. Any other agencies or entities (e.g., medical board, law enforcement) notified by vendor, and any actions they have taken;

G. The findings from the vendor's preliminary investigation and proposed actions;

H. After submitting the fraud referral, the vendor will take no further action on the specific allegation until the SUR Unit responds;

I. If the SUR Unit notifies the vendor that the fraud referral is declined, the vendor must proceed with its own investigation to comply with the reporting requirements contained in this contract; and

J. If the SUR Unit notifies the vendor that the fraud referral is accepted, the vendor will be instructed as to what further actions, if any, they may take which will not impair the investigation by the MFCU or other law enforcement agency. The vendor must provide the MFCU access to conduct private interviews of DBA personnel, subcontractors and their personnel, witnesses and recipients. DBA personnel, subcontractors and their personnel must cooperate fully in making DBA personnel, subcontractors and their personnel available in person for interviews, consultation, grand jury proceedings, pre-trial conference, and hearings, at their own expense.

Once a tip or allegation of potential fraud is received, the PIU will conduct a preliminary investigation to determine whether a credible allegation of fraud (CAF) exists. During the preliminary investigation, we review any prior reports or investigations of the network provider, whether the provider has received fraud and abuse training, the provider's billing patterns and three years of claims payment history. This review enables the investigator to first determine what policy, procedure or program rule may have been violated.

If questions remain after the preliminary investigation, a sample of patient treatment and financial records can be requested for review. We review patient records to determine whether submitted claims accurately reflect the treatment rendered and whether patient financial records indicate any violation of program rules, such as balance billing. A dental consultant reviews the treatment record to determine whether quality of care issues exist and to ensure that the treatment performed was consistent with acceptable

dental standards. However, Delta Dental is aware that the DHCFP SUR Unit may not want certain types of communication between the PIU and providers or recipients to occur, as this has the potential to interfere with future investigations by the MFCU or other law enforcement agencies. Our PIU will work with the SUR Unit during contract start up to clarify and document SUR and MFCU processes and expectations that will supersede PIU processes.

At any point in the preliminary investigation, the PIU analyst and/or dental consultant may determine that the case meets the definition of credible allegation of fraud. Once a credible allegation of fraud is determined, the PIU will submit a fraud referral to the DHCFP SURS Unit as soon as possible but no later than (within) two business days. The fraud referral includes, at a minimum:

- ***Provider's name, Medicaid provider number or provider's National Provider Identifier (NPI);***
- ***Nevada Medicaid provider type;***
- ***Recipient's name and Medicaid number;***
- ***Date and source of the original complaint or tip;***
- ***Description of alleged fraudulent activity, including:***
  - ***Specific laws or Medicaid policies violated;***
  - ***Dates of fraudulent conduct and***
  - ***Approximate value of fraudulently obtained payments.***
- ***Any other agencies or entities (e.g., medical board, law enforcement) notified by vendor, and any actions they have taken and***
- ***The findings from the vendor's preliminary investigation and proposed actions.***

Once the fraud referral is submitted to the DHCFP SUR Unit, Delta Dental will not take any further action of the specific allegation until the SUR Unit responds. The SUR Unit may decline or accept the fraud referral.

If the SUR Unit declines the fraud referral, Delta Dental will proceed with its own investigation as per the RFP requirements. If the SUR Unit accepts the fraud referral, Delta Dental will be instructed as to what further actions we make take that would not impair the investigation by the Medicaid Fraud Control Unit (MFCU) or other law enforcement agency. Delta Dental will provide the MFCU access to conduct private interviews of our Nevada DBA personnel, subcontractors and their personnel, witnesses and recipients. We agree to cooperate fully in making DBA personnel, subcontractors and their personnel available in person for interviews, consultation, grand jury proceedings, pre-trial conference, and hearings, at their own expense; and require our subcontractors to do the same.

3.15.15 PAYMENT SUSPENSIONS

3.15.15 Payment Suspensions

The vendor must establish policies and procedures to implement payment suspensions as directed by DHCFP, including those related to Credible Allegations of Fraud (CAF).

If the DHCFP instructs the vendor to suspend payments to an entity or individual, and the vendor fails to do so, the DHCFP may impose penalties.

Delta Dental's PIU Policies and Procedures manual details the policies and procedures to implement payment suspensions and withholds. This can be accomplished by flagging the provider in the MetaVance system to suspend or withhold all payments, or to suspend all claims and encounters for review prior to payment. The method used will depend on the specific circumstances. Payment suspension can be applied prior to the next payment cycle when necessary, when instruction from the DHCFP is received at least 24 hours prior to the cycle.

Payment suspensions are intended to be temporary in nature, and continued until the investigation and any law enforcement proceedings are completed. It is the responsibility of the State to work with the MFCU regarding the continuation of a payment suspension due to CAF. However, upon request of the DHCFP, Delta Dental will support the DHCFP in making determinations regarding continuation of a payment suspension.

3.15.16 COMPLIANCE REVIEWS

3.15.16 Compliance Reviews

The vendor's PIU must specifically address the identification, review, recovery, prevention, and reporting of improper payments, including fraud, waste, and abuse.

Delta Dental evaluates the effectiveness of the tools we use to prevent and detect waste, fraud and abuse as part of our ongoing compliance program. For example, we regularly review and evaluate the following:

- ***Recipient grievances to determine whether the problem is an isolated situation or indicative of a broader issue where a system solution or training could prevent or minimize future instances of fraud and abuse;***
- ***Providers newly sanctioned by a state dental board, oversight agency or other program to determine whether modification to credentialing protocols is warranted;***
- ***Retrospective claim profiling results to identify opportunities for installing prepayment, anti-fraud and abuse controls;***
- ***Findings or recommendations resulting from quality or other types of review conducted by internal audits;***
- ***Findings or recommendations resulting from compliance reviews or audits conducted by a customer or its designee and***

- ***Situations identified by customers or other parties indicating a need to examine and/or modify prepayment controls, retrospective reviews or training materials to minimize the potential for fraud and abuse.***

Responsibility for oversight of Delta Dental's policies and procedures to prevent, detect and investigate fraud and abuse in dental services is delegated to the Nevada Dental Director. Day-to-day oversight is delegated to our Program Integrity Unit Supervisor. This distribution of authority ensures that both business and clinical standards are observed, and that fraud and abuse monitoring is given high priority throughout the Delta Dental organization.

Preventing Fraud, Waste and Abuse

Prevention of FWA is accomplished through a combination of pre-payment controls, training and behavior modification. Some of the most efficient prevention methods are those that occur pre-payment. Strong pre-payment controls are far superior, and provide better return on investment, than post-payment models. Delta Dental's provider credentialing and enrollment policies and procedures contribute to program integrity through assurance that our provider network is qualified, agrees to quality provisions of the contract, and does not have a history of FWA. Claim submission requirements also have a significant impact on our ability to review quality and FWA before payment is made.

A major factor in preventing and detecting waste, fraud and abuse is the training we provide to all staff throughout the Delta Dental organization – such as CSRs, claim/encounter examiners, PR representatives and dental consultants. Each of these groups interacts with providers, recipients and/or claim and encounter documents that can provide vital clues of irregularities that require further review. Training to identify potential indicators of FWA related to each group's area of responsibility, together with an established enterprise-wide compliance policy and reporting process, provide an effective first line of defense against waste, fraud and abuse in Delta Dental's dental plans.

Our PIU procedures will include capture and close examination of the claims from providers who have exhibited aberrant billing patterns or poor quality work. Once identified, these providers will be required to submit certain specified claims and other supporting documentation for review by the PIU. This focused scrutiny has been proven to curb unnecessary payments to these providers and ensure that medical necessity is clearly demonstrated. In our experience, the resultant denials and payment recoveries, coupled with clarification phone calls and written communications, have shown to be effective in modifying provider behavior.

Another critical function of the PIU and Quality Assurance is to ensure that network providers comply with program policies and procedures. When it is determined that providers are either misinformed or confused about program rules and there has been no willful intent to defraud, the PIU works with Provider Relations to ensure that providers receive the appropriate information and training to help them reach and maintain compliance.

Delta Dental's fraud and abuse teams diligently pursue provider and other utilization controls, if warranted, in accordance with state program policy. We understand the importance of having adequate numbers of participating providers for convenient access to care while ensuring quality care within the scope of program benefits. Whenever appropriate, we recommend and, if authorized, execute targeted education programs for suitable candidates. These educational efforts are directed at providers who inadvertently or unintentionally practice or bill outside the norms, but who are willing and able to conform to program policy with additional counseling. This provides an option for retaining viable providers in the Medicaid program.

An excellent example of this approach comes from our Denti-Cal contract. We identified a provider through profiling as having high earnings and a large percentage of denied claims. Further analysis proved the earnings were appropriate for the practice size and number of rendering providers – the dentist operated a multi-site school based dental program to reach underserved children. Due to the high denial rate (primarily for lack of diagnostic radiographs and quality issues), our Delta Dental Denti-Cal SUR staff recommended, and the state approved, placing the provider on special claims review.

The provider has since met several times with Delta Dental's SUR dental consultants and, as a result, has instituted a comprehensive quality control plan with metrics, a quality checklist and office policies for use by his staff, as well as a plan for reviewing the work of rendering providers and patient records. One of the improvements realized for this provider involved assuring parent/guardian consent had been properly obtained – reducing the risk for both the provider and the state. The provider subsequently implemented these improved procedures in his other offices across the county.

This type of teamwork produced a positive outcome for all stakeholders – continued access and improved care for beneficiaries, a better-informed and satisfied provider and, ultimately, reduced administrative work (cost) for the Denti-Cal program and Delta Dental. The provider has now become an important access to care partner of the Denti-Cal program.

In the sections that follow, Delta Dental discusses identification, review, recovery, and reporting of improper payments.

3.15.17 IDENTIFICATION

3.15.17 Identification

3.15.17.1 The PIU will review all tips, complaints and referrals in a timely manner. Sources may include, but are not limited to:

A. Fraud hotline or website;

B. Referrals from the DHCFP;

C. Referrals from the vendor's own organization including utilizations of data systems to identify issues such as provider profiling or data analysis; or

D. Verification of Service letters/EOB's complaints.

3.15.17.2 All tips, complaints and referrals which allege recipient misconduct must be referred to the Division of Welfare and Social Services (DWSS) Investigations and Review (I & R) Unit. The DHCFP must be copied on the referral.

3.15.17.3 All tips, complaints and referrals must be tracked and reported to the DHCFP monthly regardless of the outcome.

All suspected and/or reported cases of fraud and abuse are logged into a secure database system containing information on the nature of the complaint or report, the allegation or suspected violation, the date the allegation was received, the provider and member identifiers and status of the investigation.

Case sources may be received through the fraud hotline or website, from referrals from the DHCFP, through Delta Dental internal referrals, provider profiling reports and data analysis, and from recipient Explanation of Benefits (EOB) and other complaints.

We offer an electronic FWA internal referral process to our staff. For example, claims processing staff may observe irregularities in billing patterns or poor quality of care. We pride ourselves on having the most highly trained claims adjudication and professional staff in the industry. Staff vigilantly review claims for instances of irregular billing patterns, incongruent documentation, and poor quality of care. When encountered, the staff person simply reports the finding through our internal referral system and the referral is systematically routed to the PIU.

Delta Dental's PIU will monitor the delivery and utilization of covered services by Nevada DBA program recipients and providers. Monitoring includes the use of itemized data for overall management and the use of statistics to establish norms and averages so that unusual practices and potential abuse can be detected. The PIU will analyze and evaluate the delivery and utilization of services on a case-basis (e.g., individual provider, individual recipient, or individual claim) to guard against fraudulent or abusive use of services by either provider or recipient of the Nevada DBA program and to identify those providers who deliver services below the community standard of care.

Delta Dental has extensive experience with Medicaid dental data analysis – from provider and recipient statistical outliers to provider and recipient data drill down. Our EDW supports provider profiling and data analysis activities, including:

- ***Provider-specific reports that include a multi-dimensional assessment of a provider's performance using clinical, administrative and member satisfaction indicators of care that are accurate, measurable and relevant to the enrolled population;***
- ***Establishing provider, group, statewide or regional benchmarks for areas profiled, where applicable;***

- ***Delivering feedback to individual providers regarding the results of their performance and the overall performance of the provider network;***
- ***Using the results of provider profiling activities to identify areas of improvement for individual providers and/or groups of providers and***
- ***Establishing individual provider and group-specific quality improvement goals for priority areas in which one or more providers do not meet established standards or improvement goals.***

More important than being able to develop reports from a data warehouse, however, is Delta Dental's deep understanding of the uniqueness of Medicaid dental data. We know what data to look for, and what the data means. While there are often considerable state-by-state variations in Medicaid dental benefits, we understand the common areas of potential abuse. One of the first activities our PIU will take is to analyze and understand Nevada's benefit structure and criteria to identify your unique areas for potential FWA. The results of utilization monitoring, provider profiling and data analysis are sources of information for possible fraud cases.

Investigated cases that do not result in confirmed findings of suspicious activity will be so noted, closed in the system and tallied in the monthly DBA Program Integrity Monthly Report to the DHCFP. Cases with a confirmed suspicion of fraud and/or abuse will be flagged in the database, and the case status and progress updated regularly until the case is closed. These cases are also included in the monthly DBA Program Integrity Monthly Report.

When a tip, complaint or referral alleging recipient misconduct is received, Delta Dental will refer it to the Division of Welfare and Social Services (DWSS) Investigations and Review (I&R) Unit. Delta Dental will copy the DHCFP on the referral.

3.15.18 REVIEW

3.15.18 Review

3.15.18.1 The PIU will conduct a review of any identified issues by collecting and analyzing available relevant information, including, but not limited to:

A. Encounter data;
B. Provider credentialing and enrollment records;
C. Provider self-audits;
D. Provider treatment records;
E. Prior authorization records;
F. Recipient verification of service letters/EOB's;
G. Nevada Medicaid Services Manual (MSM); and
H. Nevada Medicaid Billing Guidelines.

3.15.18.2 The PIU will determine which, if any, encounters were improper payments.

Once an issue has been identified, Delta Dental's PIU conducts a review (investigation) of the issue. During the preliminary investigation, we review and analyze all available and relevant information. This includes any prior reports or investigations of the network provider, whether the provider has received fraud and abuse training, any provider self-audit documentation, the provider's billing patterns and three years of prior authorization/claims/encounter history. As appropriate to the specific issue, the investigator may also review the provider's credentialing and enrollment records and/or recipient complaints, including complaints generated from recipient EOBs. The investigator also reviews relevant billing guidelines and state and federal regulations. This review enables the investigator to first determine what policy, procedure or program rule may have been violated.

If questions remain after the preliminary investigation, a sample of patient treatment and financial records is then requested for review. We review patient records to determine whether submitted claims accurately reflect the treatment rendered and whether patient financial records indicate any violation of program rules, such as balance billing. A dental consultant reviews the treatment record to determine whether quality of care issues exist and to ensure that the treatment performed was consistent with acceptable dental standards.

The PIU investigator determines if any claims/encounters were improperly paid. If so, payment recovery actions are taken along with any appropriate provider education or counseling.

3.15.19 RECOVERY AND EDUCATION

3.15.19 Recovery and Education

3.15.19.1 The PIU will notify the provider of the identified overpayment. The notification will include:

A. The amount of the overpayment;

B. A detailed listing of the encounters affected;

C. Education and citations supporting the findings;

D. Options for repayment;

E. Any internal appeal rights afforded by the Vendor; and

F. The provider's right to an Administrative Fair Hearing through the DHCFP after internal appeals with the vendor are exhausted.

3.15.19.2 The PIU must collect and retain the overpayments resulting from a vendor fraud and abuse investigation or audit.

3.15.19.3 All affected encounters will be adjusted or voided within sixty (60) calendar days following the identification of the overpayments, regardless of whether the vendor is able to recover the overpayment from the provider.

When an overpayment has been identified, the PIU will notify the provider. The notice to the provider details the amount of the overpayment(s), the encounter(s) affected, options for repayment, the education and citations (e.g., standard practices, state and federal regulations, etc.) supporting the finding(s), any internal appeal rights afforded by Delta Dental, and the provider's right to an Administrative Fair Hearing through the DHCFP after internal appeals with Delta Dental are exhausted.

The most common option for repayment is to withhold the amount of the overpayment from future Medicaid payments, either during one payment cycle or incrementally over several payment cycles. Other options include the ability for the provider to directly pay back the overpayment or to establish a payment plan arrangement. The PIU will collect and retain the repaid amounts resulting from a Delta Dental fraud and abuse case or audit.

Regardless of the method of recovery or success of recovery of the overpayment, Delta Dental will adjust or void the affected claims/encounters shortly following provider notification of the overpayment, but within 60 calendar days of identifying the overpayment. The MetaVance system adjusts or voids the claim with or without affecting the provider's net payment during the affected payment cycle. The process of recovering the overpayment takes place apart from the claim adjustment/void process.

An adjunct critical function of the PIU and Quality Assurance is to ensure that network providers comply with program policies and procedures. When it is determined that providers are either misinformed or confused about program rules and there has been no willful intent to defraud, the PIU works with Provider Relations to ensure that providers receive the appropriate information and training to help them reach and maintain compliance.

3.15.20 Monetary recoveries by State or Federal Entities

3.15.20 Monetary Recoveries by State or Federal Entities

3.15.20.1 If any government entity including the Attorney General's Office, either from restitutions, recoveries, penalties, fraud prosecutions, or fines imposed following a criminal prosecution or guilty plea, or through a civil settlement or judgment, or any other form of civil action, receives a monetary recovery from any entity, the entirety of such monetary recovery belongs exclusively to the State of Nevada and the vendor has no claim to any portion of this recovery.

3.15.20.2 Furthermore, the vendor is fully subrogated, and shall require its subcontractors to agree to subrogate, to the State of Nevada for all criminal,

civil and administrative action recoveries undertaken by any government entity, including, but not limited to, all claims the vendor or subcontractors has or may have against any entity that directly or indirectly receives funds under this Contract including, but not limited to, any health care provider, manufacturer, wholesale or retail supplier, sales representative, laboratory, or other provider in the design, manufacture, marketing, pricing, or quality of drugs, pharmaceuticals, medical supplies, medical devices, durable medical equipment, or other health care related products or services.

3.15.20.3 Any funds recovered and retained by a government entity will be reported to the actuary to consider in the rate-setting process.

3.15.20.4 If any specific payments are identified as improper, those encounters must be adjusted or voided, as appropriate.

3.15.20.5 For the purposes of this Section only, "subrogation" means the right of any State of Nevada government entity or local law enforcement to stand in the place of a vendor or client in the collection against a third party.

Delta Dental understands and agrees to the contractual rights of the State of Nevada and its government entities under RFP Section 3.15.20. If any specific payments are identified as improper, Delta Dental will adjust or void those encounters as appropriate for the specific circumstance.

3.15.21 Reporting Requirements

3.15.21 Reporting Requirements

3.15.21.1 All information provided to the DHCFP must be submitted according to the format in the forms and reporting guide.

3.15.21.2 The vendor must report certain information to the DHCFP on a per occurrence basis. This includes, but is not limited to:

A. Every allegation, complaint, or referral pertaining to overpayments whether caused by fraud, waste, abuse or billing errors;

B. Every CAF;

C. Every employee of the vendor who is employed by, has ownership interest in, or contracts with, any provider enrolled with Nevada Medicaid; and

D. Every provider that is de-credentialed or denied credentialing for whatever reason.

3.15.21.3 The vendor must report certain information to the DHCFP on a monthly basis. This includes, but is not limited to:

A. All active reviews and their status; and

B. All completed reviews with a detailed reason, and the amount of each overpayment recovered from the vendor's fraud and abuse investigation or audits. Each review must be reported even if the determination was that there was no overpayment.

3.15.21.4 Upon request, vendor must provide encounter data to the MFCU at no cost.

Delta Dental has reviewed the reporting requirements presented in this section and in Attachment T – Forms and Reporting Guide carefully. Delta Dental will submit the requested reports in the format noted in Attachment T. Where a format is not noted, Delta Dental will work with the DHCFP during start-up to define a report format.

The Program Integrity reports noted in RFP Section 3.15.21 will be produced as indicated in the following Exhibit.

EXHIBIT 3.15-3, PROGRAM INTEGRITY REPORTS

Report	RFP Reference	Attachment T Reference	Frequency
Report 7 – DBA Program Integrity Provider Referral Form	3.15.14 3.15.21.2.A	3.3 Table 1 3.4	Each occurrence; 10 business days after opening the investigation
Report 8 – DBA Program Integrity Recipient Referral Form	3.15.14 3.15.21.2.A	3.3 Table 1 3.4	Each occurrence; 10 business days after opening the investigation
Report 7 – DBA Program Integrity Provider Referral Form- Provider Credible Allegation of Fraud (CAF)	3.15.14 3.15.21.2.B	3.3 Table 1 3.4	Each occurrence; 2 business days after opening the investigation
Report 8 – DBA Program Integrity Recipient Referral Form- Provider Credible Allegation of Fraud (CAF)	3.15.14 3.15.21.2.B	3.3 Table 1 3.4	Each occurrence; 2 business days after opening the investigation
Employee Conflict of Interest	3.15.21.2.C	N/A	Each occurrence
Provider Terminations Report (lists de-credentialed providers)	3.6.5.11.B 3.9.15.6.D 3.15.21.2.D	N/A	Each occurrence; within 5 business days
Provider Credentialing Report (lists outcome of provider application/ credentialing)	3.9.15.5.N 3.15.21.2.D	N/A	Each occurrence; within 15 calendar days
Report 9 – DBA Program Integrity Monthly Report	3.15.14 3.15.17.3 3.15.21.3.A 3.15.21.3.B	3.3 Table 1 3.4	Monthly; 10 business days following month end

Additionally, Delta Dental will provide encounter data to the MFCU upon request and at no cost.

3.15.22 PROVIDER COMPLIANCE REVIEWS BY THE DHCFP

3.15.22 Provider Compliance Reviews by the DHCFP

3.15.22.1 The DHCFP may conduct reviews of encounter data and vendor providers to ensure compliance with Nevada Medicaid policies.

3.15.22.2 Any improper payments discovered by the DHCFP, which have not been reported by the vendor as being under review, may be recovered and retained by the DHCFP.

3.15.22.3 The DHCFP may instruct the vendor to withhold payment to a provider in its network as a result of an overpayment discovered by the DHCFP.

3.15.22.4 All improper payments identified by the DHCFP, must be adjusted or voided from the encounter data within sixty (60) days after notification from DHCFP.

Delta Dental's contract with providers requires them to allow inspection and review of their claimed services, in addition to financial and other applicable items, to ensure compliance with state and federal Medicaid policies.

Delta Dental understands that any improper payments discovered by the DHCFP, which are not reported as being under review by Delta Dental, may be recovered and retained by the DHCFP.

Delta Dental also understands that the DHCFP may instruct us to withhold payment to a provider in our network as a result of an overpayment discovered by the DHCFP. This can be accomplished by flagging the provider in the MetaVance system to withhold all payments, by adjusting/voiding the claim(s) in question or by entering a financial system transaction (e.g., an accounts receivable transaction) to withhold specific dollar amounts. The method used will depend on the specific circumstances. Payment withhold can be applied prior to the next payment cycle when necessary, when instruction from the DHCFP is received at least 24 hours prior to the cycle.

Delta Dental commits to adjusting or voiding the encounter data associated with improper payments identified by the DHCFP, within 60 days after notification from DHCFP. Adjustments and voids to claims/encounters can be entered and processed online within MetaVance, allowing Delta Dental to process DHCFP requests well within the 60 days required.

3.15.23 PROVIDER PREVENTABLE CONDITIONS (PPC)

3.15.23 Provider Preventable Conditions (PPC)

The vendor must identify and report and require all providers and subcontractors to identify and report to the SUR Unit in DHCFP, provider preventable conditions that are associated with claims for Medicaid payment of with courses of treatment furnished to Medicaid patients for which Medicaid payment would otherwise be available.

Delta Dental participating dentists agree, under the terms of their contracts, to identify provider-preventable conditions that are associated with claims for Medicaid payment or with courses of treatment furnished to recipients that would otherwise be covered. Providers also agree to not charge Nevada Medicaid/Check Up recipients or Delta Dental when the billed charges are related to provider preventable conditions. Provider preventable conditions include those items identified in 42 CFR 447.26. Examples include substandard care for events such as those described below:

1. ***The treatment of asymptomatic teeth unless clinically appropriate for continuing care (i.e. orthodontic extractions of healthy teeth);***
2. ***The treatment of asymptomatic teeth without the patient's consent unless such consent cannot be obtained due to sedation and the removal is the professionally correct thing to do;***
3. ***Performing a procedure on the wrong patient or tooth;***
4. ***The unrecognized retention of a foreign object in the patient's body that necessitates future care to address the issue;***
5. ***A medication error or dental infection that results in death or serious injury or disability;***
6. ***The use of a dental device in the ordinary course of dental treatment that results in death, serious injury, or disability and,***
7. ***A burn received during the ordinary course of dental treatment that is directly related to the treatment itself and that result in death, serious injury, or disability.***

Delta Dental's claims processing system utilizes a series of edits and audits to validate claims, including edits and audits related to medical necessity or appropriateness of the service in comparison to other claim data. If a claims examiner or dental consultant detects that the services are due to a provider preventable condition, the claim will be denied.

Delta Dental's Program Integrity Unit (PIU) also monitors claims for suspected fraud, abuse and poor quality of care – including provider preventable conditions – as part of its duties. The PIU reviews treatment forms, written documentation, and radiographs for recurring problems, abnormal billing activity and unusual utilization patterns. PIU staff determine potential billing discrepancies, patterns of over-utilization of procedures, incomplete, substandard and/or unnecessary treatment.

The PIU employs several different means to evaluate suspected fraud and abuse including but not limited to:

- ***Utilization Review Analysis: This statistical analysis compares a provider activity with that of his or her peers within a certain range, such as geographic area or dental specialty.***
- ***Referrals: Delta will collaborate with the DHCFP, Department of Justice, the Dental Board of Nevada, and other state entities on cases of suspected fraud, abuse and poor quality of care. These agencies often refer provider names for investigation to the PIU. The PIU also receives referrals from internal sources such as Professional Review, Nevada Medicaid and Nevada Check Up dental consultants.***
- ***Audits: When poor quality of care, abuse, over utilization, or fraud is suspected, the PIU may elect to conduct an audit of patient records, including radiographs, obtained from the provider's office to gather additional information about the provider's activity.***

The PIU can take several actions to address poor quality of care situations, including recovery of payment. Recovery for paid procedures may be obtained by withholding the amount to be reimbursed from a provider's future Nevada Medicaid and Nevada Check Up payments. Recovery may occur when a post payment review identifies any discrepancies in the billing or delivery of those services and/or for failure to complete a noticed corrective action. Recovery may be imposed retroactively from the date that the procedures were performed.

3.15.24 VENDOR DISCLOSURES: INFORMATION ON OWNERSHIP AND CONTROL

Disclosures Due

3.15.24 Vendor Disclosures: Information on Ownership and Control

Vendors must disclose information to the DHCFP on ownership and control; information related to business transactions; and information on persons convicted of a crime. If the vendor does not disclose required information under 42CFR 455.104, any federal funds withheld or recouped from or any penalties assessed upon the DHCFP will be withheld and recouped from or assessed upon the vendor.
3.15.24.1 Disclosures are due at any of the following times:

A. Upon the vendor submitting the proposal in accordance with the State's procurement process.

B. Upon the vendor executing the contract with the State.

C. Upon renewal or extension of the vendor's contract.

D. Within five (5) calendar days after any change in ownership of the vendor.

Delta Dental's Disclosure on Ownership and Control statement is included in Section1, State Documents, of this proposal. Delta Dental will submit a Disclosure on Ownership and Control statement at the following times:

- ***Upon contract execution with the State,***
- ***Upon renewal or extension of the contract, and***
- ***Within five calendar days after any change in Delta Dental's ownership.***

The Disclosure on Ownership and Control statement will report any issues with respect to change of ownership or control.

Disclosures on Ownership and Control by Vendor

3.15.24.2 Disclosures on Ownership and Control by Vendor.

A. The following disclosures must be provided by the vendor (42 CFR 455.104(b), 1903(m)(2)(A)(viii), 1124(a)(2)(A)):

1. Any person or business entity with an ownership or control interest in the vendor that:

a. Has direct, indirect, or combined direct/indirect ownership interest of five percent (5%) or more of the vendor's equity.

b. Owns five percent (5%) or more of any mortgage, deed of trust, note, or other obligation secured by the vendor if that interest equals at least five percent (5%) of the value of the vendor's assets.

c. Is an officer or director of a vendor organized as a corporation.

d. Is a partner in a vendor organized as a partnership.

2. The name and address of any person (individual or business entity) with an ownership or control interest in the vendor. The address for business entities must include as applicable primary business address, every business location, and P.O. Box address.

3. Date of birth and Social Security Number (in the case of an individual).

4. Other tax identification number (in the case of a business entity) with an ownership or control interest in the vendor or in any subcontractor in which the vendor has a 5 percent (5%) or more interest.

5. If your firm is not a Qualified Health Maintenance Organization, provide the disclosures described at 42 U.S.C. 1396b(m)(4)(A)."

3.15.24.3 Whether the person (individual or business entity) with an ownership or control interest in the vendor is related to another person with ownership or control interest in the vendor as a spouse, parent, child, or sibling; or whether the person (individual or business entity) with an ownership or control interest in any subcontractor in which the vendor has a 5 percent (5%) or more interest is related to another person with ownership or control interest in the vendor as a spouse, parent, child, or sibling.

3.15.24.4 The name of any other Medicaid provider or fiscal agent in which the person or corporation has an ownership or control interest.

3.15.24.5 The name, address, date of birth, and Social Security Number of any managing employee of the vendor.

The Disclosure on Ownership and Control statement will include the following information:

- ***Any person or business entity with an ownership or control interest in Delta Dental that***
  - ***Has direct, indirect, or combined direct/indirect ownership interest of 5% or more of Delta Dental's equity,***
  - ***Owns 5% or more of any mortgage, deed of trust, note, or other obligation secured by Delta Dental if that interest equals at least 5% of the value of Delta Dental's assets,***
  - ***Is an officer or director of a vendor organized as a corporation, and/or***
  - ***Is a partner in a vendor organized as a partnership.***
- ***Name and address of any individual or business entity with an ownership or control interest in Delta Dental. Addresses for business entities include as applicable the primary business address, every business location, and P.O. Box address***
- ***Date of birth and Social Security Number (in the case of an individual)***
- ***Other tax identification number (in the case of a business entity) with an ownership or control interest in Delta Dental or in any subcontractor in which Delta Dental has a 5% or more interest***
- ***If Delta Dental were not a Qualified Health Maintenance Organization, we would provide the disclosures described at 42 U.S.C. 1396b(m)(4)(A). However, Delta Dental is a Qualified Health Maintenance Organization.***
- ***Whether the person (individual or business entity) with an ownership or control interest in Delta Dental is related to another person with ownership or control interest in Delta Dental as a spouse, parent, child, or sibling; or whether the person (individual or business entity) with an ownership or control interest in any subcontractor in which Delta Dental has a 5% or more interest is related to another person with ownership or control interest in Delta Dental as a spouse, parent, child, or sibling***
- ***The name of any other Medicaid provider or fiscal agent in which the person or corporation has an ownership or control interest***
- ***The name, address, date of birth, and Social Security Number of any managing employee of Delta Dental***

Information Related to Ownership and Business Transactions From Providers or Subcontractors

3.15.24.6 Vendor requirements for collecting and validating information related to ownership and business transactions from providers or subcontractors.

A. The vendor must enter into an agreement with each provider under which the provider agrees to furnish upon request, information related to ownership and business transactions.

1. The vendor must require the provider or subcontractors to submit full and complete information about:

a. The ownership of any subcontractor with whom the provider has had business transactions totaling more than $25,000 during the 12-month period ending on the date of the request; and

b. Any significant business transactions between the provider and any wholly owned supplier, or between the provider and any subcontractor, during the 5-year period ending on the date of the request.

Delta Dental's contracts with providers and subcontractors require the provider/subcontractor to submit (disclose) full and complete information about:

- ***Ownership of any subcontractor with whom the provider has had business transactions totaling more than $25,000 during the 12-month period ending on the date of the request and***
- ***Any significant business transactions between the provider and any wholly owned supplier, or between the provider and any subcontractor, during the 5-year period ending on the date of the request.***

Information Related to Providers/Subcontractors Convicted of Crimes

3.15.24.7 Vendor's requirements for collecting and validating information related to providers/subcontractors convicted of crimes. (42 CFR 455.106)

3.15.24.8 Before the vendor enters into or renews a provider agreement, or at any time upon written request by the vendor, the provider must disclose to the vendor the identity of any person who:

A. Has ownership or control interest in the provider, or is an agent or managing employee of the provider/subcontractors; and

B. Has been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid, or the Title XX services program since the inception of those programs.

Delta Dental's contracts with provider/subcontractors require disclosure by the provider/subcontractor, prior to entering into or renewing a provider agreement and at any time upon written request by Delta Dental, of the identity of any person who:

- ***Has ownership or control interest in the provider, or is an agent or managing employee of the provider/subcontractor and***
- ***Has been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid, or the Title XX services program since the inception of those programs.***

3.15.25 Denial or Termination of Provider Participation

3.15.25 Denial or Termination of Provider Participation.

3.15.25.1 The vendor may refuse to enter into or renew an agreement with a provider if any person who has an ownership or control interest in the provider, or who is an agent or managing employee of the provider, has been convicted of a criminal offense related to that person's involvement in any program established under Medicare, Medicaid or the Title XX Services Program.

3.15.25.2 The vendor may refuse to enter into or may terminate a provider agreement if it determines that the provider did not fully and accurately make any disclosure required.

3.15.25.3 The vendor must also promptly notify the DHCFP Provider Enrollment Unit of any action it takes on the provider's application for participation in the program.

Delta Dental understands that we may refuse to enter into or renew an agreement with a provider if any person who has an ownership or control interest in the provider, or who is an agent or managing employee of the provider, has been convicted of a criminal offense related to that person's involvement of any program established under Medicare, Medicaid, or the Title XX Service Program. Further, we understand that we may refuse to enter into or terminate a provider agreement if we determine that the provider did not fully and accurately make any disclosure required. These aspects are already included in our provider credentialing policies and procedures.

Delta Dental will promptly notify the DHCFP Provider Enrollment Unit of the actions we take on the provider's application for participating in the Nevada DBA program.

3.16 REPORTING

Delta Dental commits to complying with all Nevada DBA program reporting provisions in RFP Subsection 3.16, Reporting. We describe our approach to meeting the RFP requirements in the sections that follow.

The vendor must meet all reporting requirements and timeframes as required in Attachment T, Forms and Reporting Guide, and this RFP unless otherwise agreed to in writing by both parties. Failure to meet all reporting requirements and timeframes as required by this RFP and all attachments thereto may be considered to be in default or breach of the contract.

Unless it is clearly labeled as "confidential" or "trade secret," information or documents received from the vendor may be open to public disclosure and copying. The State will have the duty to disclose, unless a particular record is made confidential by law or a common law balancing of interests. This includes compensation arrangements, profit levels, audits and findings, and pertinent litigation data.

Vendor may clearly label individual documents as a "trade secret" or "confidential" provided that the vendor agrees to indemnify and defend the State for honoring such a designation. The failure to label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records. If a public records request for a labeled document is received by the State, the State will notify the vendor of the request and delay access to the material until seven (7) business days after notification to the vendor. Within that time delay, it will be the duty of vendor to act in protection of its labeled record. Failure to act shall constitute a complete waiver.

At Delta Dental, we invest significant resources in maintaining and continually enhancing our policies, procedures and automated management information systems to ensure reliable data collection and timely reporting to our customers and government regulatory agencies. From initial data collection to final adjudication and reporting, we monitor and control all aspects of claims processing to ensure that the highest levels of data quality and integrity are maintained. The efficiency with which Delta Dental manages the data collected from all sources contributes to the ongoing success of our many and varied dental programs.

Delta Dental's MIS provides the majority of reporting required for the Nevada DBA program. MetaVance supports functions and processes required for standard reporting. Additionally, all claims and encounter data is stored in a single, normalized Enterprise Data Warehouse (EDW) that allows various types of standard and ad hoc reports to be designed and executed. Delta Dental's EDW leverages integrated data analytics tools including Business Objects and Crystal Reports to collect, compile, analyze, and generate both electronic and hard copy reports. The CRM system produces reports on

items such as recipient satisfaction, and grievances and appeals, while the Provider Management system produces reports on provider activities and network adequacy.

Regularly scheduled reports jobs are entered into an automated job scheduler. Each report job runs on schedule automatically, selecting the data based on job parameters such as the period of time to be reported, the date and frequency of the report, the output format, and where to store the report (e.g., document management system, SFTP server). In this manner, we ensure that all regular reports are available by the date and time obligated.

Certain reports are produced manually, such as Financial and Independent Audit reports, and Quality Assurance Plan of Correction (POC) reports. During the implementation period, Delta Dental will work with the DHCFP to obtain details on the required reports, and develop new or modify existing reports to fully satisfy RFP requirements.

3.16.1 ENCOUNTER REPORTING

3.16.1 Encounter Reporting

3.16.1.1 Vendors must submit encounter data in accordance with the requirements in this contract, to include any revisions or additions which contain information regarding encounter data, including the DHCFP's media and file format requirements, liquidated damages and submittal timeframes. The vendor must assist the DHCFP in its validation of encounter data. Compliance with reporting requirements is described in this RFP.

3.16.1.2 The vendor is required to submit encounter data for the Nevada Check Up program in the same manner as the Medicaid program. Nevada Check Up recipients must be separately identified from Medicaid recipients, but the information can be combined for submission.

3.16.1.3 The vendor may not submit encounter data for amounts expended for providers excluded by Medicare, Medicaid, or CHIP, except for emergency services pursuant to 42 CFR 431.55(h) and 42 CFR 438.808.

3.16.1.4 All encounters must be submitted for proper and accurate reporting and must be submitted within ninety (90) calendar days of receipt of encounter.

Delta Dental's claims processing system already has the capability to receive and transmit HIPAA Dental Health Care Claims/Encounters transactions, and we do so for numerous commercial and government customers. We understand the importance of submitting timely and properly formatted paid claims/encounters files to the DHCFP to ensure that they can draw down the maximum allowable amount of federal financial participation (FFP), update data warehouses, and use dental encounter data to form a complete history of services provided under the Medicaid program for Nevada's Medicaid recipients.

Encounter data tracks each recipient's dental screening, diagnosis, and treatment history. Encounter data is stored as part of our permanent claim record within MetaVance. Key data elements such as billing provider, recipient information, claims, rendering provider, adjustments, paid amounts, services rendered, tooth codes and treatment dates are just some of the data that can be provided in our encounter reporting. Encounter data for the Nevada Check Up program and the Nevada Medicaid program will be submitted in the same manner, however, Nevada Check Up recipients will be separately identified from Medicaid recipients.

Finalized encounters include those encounters for covered benefits that have reached a final adjudication status (paid, adjusted, and denied). Encounter data that is still in process is not included until it reaches a final state. Encounter data is included in all applicable encounter reporting following finalization of the encounter claim, thereby assuring that encounter data is submitted to the State well within the 90 calendar day reporting timeframe required by the RFP. Encounter data for amounts expended for providers excluded by Medicare, Medicaid or CHIP are not included in Delta Dental's encounter data reporting as these are not considered covered services, unless the services were for emergency services according to 42 CFR 431.55(h) and 42 CFR 438.808.

The MetaVance system produces encounter data in standard formats tailored for state Medicaid programs. The encounter data is fully compliant with all CMS and HIPAA requirements.

3.16.2 SUMMARY UTILIZATION REPORTING

3.16.2 Summary Utilization Reporting

The vendor shall produce reports using quality measures identified in the DHCFP Quality Assessment and Performance Improvement Strategy (QAPIS) and must submit these reports in addition to other reports required by this contract in a timely manner.

Delta Dental uses Business Objects software to support utilization reporting. The application accesses the EDW, and is business-user directed so that it addresses the specific needs of the quality assurance and program integrity investigatory teams. Business Objects is used to develop reports directed at dentists' practice patterns. For instance, should a specific dentist appear to be associated with aberrant billing activity, Business Object reports can be structured to compare the dentist's billing patterns with those of other dentists within a customer group or peer group. Comparisons can take into account procedure code and stipulated date ranges.

While the underpinnings of the MIS reporting functions are important; the EDW and analytical tools must be sufficiently robust to process data requests. However, no system, no matter how robust, will produce satisfactory results without the understanding of the data from a business perspective. This is where Delta Dental's system offering excels – our Information Technology (IT) analysts are well-versed in the both the values and the context of the data, and are able to respond to requests for

reports and inquiries from internal users and customers with insightful and timely data extracts and analysis.

3.16.3 DISPUTE RESOLUTION REPORTING

3.16.3 Dispute Resolution Reporting

3.16.3.1 The vendor must provide the DHCFP with reports documenting the number and types of provider disputes, recipient grievances, appeals and fair hearing requests received by the vendor and its subcontractors.

3.16.3.2 These reports are to include, but not be limited to, the total number of recipient grievances, the total number of notices provided to recipients, the total number of recipient and appeals requests, and provider disputes filed, including reporting of all subcontractor's recipient grievances, notices, appeals and provider disputes. The reports must identify the recipient grievance or appeal issue or provider dispute received; and verify the resolution timeframe for recipient grievances and appeals and provider disputes.

3.16.3.3 Comprehensive recipient grievance, notice, and appeal information, fair hearing requests, and provider dispute information, including, but not limited to, specific outcomes, shall be retained for each occurrence for review by the DHCFP.

Dental care programs are inherently dynamic, and Delta Dental understands that recipient and provider concerns may arise even as we continuously strive to improve our delivery of services. We have developed a grievance and resolution process that reflects more than 40 years' experience from past Medicaid, CHIP and other dental program implementations. Our process ensures that we respond fully and promptly to each dissatisfaction or concern and also document the status and disposition of every grievance and appeal.

As one measure of Delta Dental's success as a dental benefits administrator, we historically receive very few grievances from recipients and providers. For one of our smallest CHIP contracts – San Mateo Healthy Kids, which has approximately 690 recipients – we received no grievances between September 2015 and August 2016. And, for our largest Medicaid contract – Denti-Cal, which has more than 13 million recipients – we received an average of 236 grievances per month between December 2015 and November 2016. The percentage of Denti-Cal grievances per total enrollment for that time frame was less than 0.002% and the average resolution time was 19 days.

Provider disputes and recipient grievances, appeals, and fair hearing requests are tracked electronically in Delta Dental's grievance tracking function within the Macess CRM application, which is used to produce the required Dispute Resolution reports. The CRM provides automated workflow processing of disputes, and produces reports that include resolution timeframes and outcomes. Our tracking system categorizes cases as to the type of grievance, such as Age Limits, Exclusions, Medical Necessity and

Limitations. This enables us to perform the detailed tracking, reporting, monitoring and analysis of grievances and appeals required.

3.16.4 QUALITY ASSURANCE REPORTING

3.16.4 Quality Assurance Reporting

Performance Improvement Projects (PIPs) will be performed by the vendors pursuant to guidelines established jointly by the vendors, the DHCFP, and the External Quality Review Organization (EQRO), as well as those identified in this RFP. In addition, the vendor must provide outcome-based clinical reports and Management Reports as may be requested by the DHCFP or its EQRO. Should the vendor fail to provide such reports in a timely manner, the DHCFP will require the vendor to submit a POC to address contractual requirements regarding timely reporting submissions, areas of concern, or areas of noncompliance noted by the DHCFP or its EQRO.

Delta Dental's EDW and analytical tools, Business Objects and Crystal Reports, will be used to provide the DHCFP with most outcome-based clinical reports and management reports requested by the DHCFP or its EQRO. Our EDW contains normalized data that allows data to be extracted and analyzed from multiple sources with parity – that is, users can be assured that data carried in a data field means the same thing regardless of the source system from which it was obtained. Delta Dental's IT analysts are well-versed in the both the values and the context of the data, and are able to respond to requests for reports and inquiries from customers choosing to design their own reports with insightful and timely data extracts and analysis.

Even as we strive to meet our internal and each contract's goals to improve quality rates/scores through well-executed strategies and ongoing assessment of their efficacy, we recognize the need for a plan of correction (POC) if our performance is deemed unsatisfactory. Our QAPI program includes established procedures for developing, implementing, and evaluating POCs in the event they are needed. For the Nevada contract, any POC required by the DHCFP will include, but not be limited to:

- ***Identification of the specific problem/s;***
- ***The type/s of correction action to be taken;***
- ***The corrective action's goals;***
- ***The timetable for action;***
- ***Identified changes in processes, structure, and internal/external education;***
- ***The type of follow-up monitoring, evaluation and improvement and***
- ***The Delta Dental staff person responsible for implementing and monitoring the POC.***

The responsible Delta Dental staff person will be determined based on the problem and its corrective action. For example, a POC that addresses problems with written member materials may be assigned to a manager in our Recipient Services area – and a POC to increase Delta Dental involvement in community outreach events may be assigned to our case management and outreach manager. Regardless of who has hands-on

responsibility for the POC, our quality assurance director will oversee the process and ensure its timely completion.

3.16.5 RECIPIENT SATISFACTION REPORTING

3.16.5 Recipient Satisfaction Reporting

Each vendor must collect and submit to the DHCFP a recipient satisfaction survey prior to the third quarter of each contract year. the DHCFP may request a specific sample, and/or survey tool. Survey results must be disclosed to the State, and, upon State's or recipient's request, disclosed to recipients.

As part of our Quality Assurance (QA) program, Delta Dental routinely monitors recipient satisfaction with factors such as access to dental care/providers and appointment availability and waiting times. We conduct customer (recipient) surveys each year to help identify opportunities to improve satisfaction with Delta Dental – and also to identify issues adversely affecting dental care and services. Customer surveys ask the respondents to rate their satisfaction with Delta Dental; their dentist; the quality of care they received; the thoroughness of information provided; the value of the dental plan and claims processing.

The primary tools for assessing recipient satisfaction are printed or electronic surveys. Delta Dental assesses recipient satisfaction in an effort to discover recipient approval and potential barriers to access associated with:

- ***The quality of care received;***
- ***The information the dental provider office gave the recipient concerning needed treatment and its cost;***
- ***Appointment availability at the dental office;***
- ***Office wait times;***
- ***The appearance, cleanliness and maintenance of the dental provider's office;***
- ***Wheelchair access or other needed accommodations;***
- ***The current Plan dental provider, overall;***
- ***The range of dental benefits available to the customer (recipient);***
- ***Service from the Plan's Customer Service department;***
- ***The printed member materials furnished by the Plan and***
- ***The choice of dental providers available to the recipient.***

Our Enterprise Market Research department conducts two satisfaction surveys each year as part of our patient satisfaction assessment program. A total of 2,000 surveys are mailed each year to a random sample of patients who have had a claim paid within the most recent three months. Delta Dental's Customer Satisfaction survey form features a balanced response scale with scores based on ratings of "good," "very good" and "excellent". With minor fluctuations in scores on individual questions, the survey results are consistent from one year to the next. This continuity gives us confidence that the survey instrument and sampling methodology are accurate.

Information gleaned from survey results is analyzed, summarized and presented to Delta Dental's Quality Improvement Program (QIP) Committee for review and evaluation. The committee may elect to modify aspects of Delta Dental's QIP based on the survey results and/or the results may trigger additional quality or utilization reviews that feed into quality assurance plans and/or processes. Survey results will be prepared in a report format and presented to the DHCFP, along with any planned improvement activities.

3.16.6 FINANCIAL REPORTING

3.16.6 Financial Reporting

The vendor must meet the financial reporting requirements set forth in the Forms and Reporting Guide, including any revisions or additions to the document.

Through stringent internal controls, well-maintained procedures and proven methodologies, Delta Dental has always met our contracts' financial obligations. A large part of Delta Dental's continued success in administering government programs is our ability to provide cost-effective, high-quality services along with the flexibility required to meet the ever-changing needs of our customers. We have earned a reputation for being conservative – strategically moving forward with planned, measured risk for growth and investment. In the decades since our founding, we have continued to sustain dynamic growth in both the commercial and government sectors of dental health care through sound financial management and astute contract administration. Our exceptionally strong financial position supports this growth.

We produce standard Generally Accepted Accounting Principle (GAAP) based reports for every contract, and at an aggregated level to support the corporation overall. In addition to GAAP reports, we also secure an independent audit annually and will provide a copy of the Independent Audit report to the DHCFP.

Delta Dental has reviewed the financial reporting requirements listed in RFP Section 3.11.5 and Attachment T - Forms and Reporting Guide - Section 2 Financial Reporting. Delta Dental will provide the required financial reports to demonstrate our adequate financial reserves and administrative ability to carry out our contractual obligations. We will maintain financial records and provide the DHCFP with various financial statements and documentation upon request and as outlined in the contract and Attachment T, Forms and Reporting Guide.

3.16.7 SALES AND TRANSACTION REPORTING

3.16.7 Sales and Transaction Reporting

The vendor must report transactions between the vendor and parties in interest that are provided to the State or other agencies available to recipients upon reasonable request.

As required by Attachment T - Forms and Reporting Guide - Section 2 Financial Reporting, Delta Dental will provide the Related Party Transactions report annually to the DHCFP. Delta Dental acknowledges that all significant related party transactions must be prior approved, in writing, by the DHCFP.

3.16.8 OTHER REPORTING

3.16.8 Other Reporting

The vendor shall be required to comply with additional reporting requirements upon the request of the DHCFP. Additional reporting requirements may be imposed on the vendor if the DHCFP identifies any area of concern with regard to a particular aspect of the vendor's performance under this contract. Such reporting would provide the DHCFP with the information necessary to better assess the vendor's performance.

Delta Dental's EDW and analytical tools, Business Objects and Crystal Reports, will be used to provide the DHCFP with additional report requests. Our EDW contains normalized data that allows data to be extracted and analyzed from multiple sources with parity–that is, users can be assured that data carried in a data field means the same thing regardless of the source system from which it was obtained.

Delta Dental's IT analysts are well-versed in the both the values and the context of the data, and are able to respond to requests for reports and inquiries from customers choosing to design their own reports with insightful and timely data extracts and analysis.

Other forms of reporting will be utilized as appropriate to meet the specific reporting requirements requested.

3.17 INFORMATION SYSTEMS AND TECHNICAL REQUIREMENTS

Delta Dental commits to complying with all Nevada DBA program information systems and technical requirements provisions in RFP Subsection 3.17, Information Systems and Technical Requirements. We describe our approach to meeting the RFP requirements in the sections that follow.

Delta Dental's experienced Information Technology (IT) organization supports the automated functions and advanced capabilities needed to ensure that we can meet or exceed the DHCFP's requirements for Information Systems and Technical Requirements.

Delta Dental has the necessary hardware, software, networks, and communications systems in place to ensure a smooth transition and delivery of services for the Nevada DBA program. Delta Dental's Management Information System (MIS) is comprised of a robust dental payor application, electronic document management solution (EDMS), provider management system, customer relationship management (CRM) and workflow application, and a data warehouse with business intelligence application in conjunction with various network, security, utility and support software.

Delta Dental's information technology systems, solutions and tools have been carefully selected to work together cohesively to produce an enterprise solution suite that covers all tasks needed to provide for contracted functions and reporting. Each system, solution, or tool is maintained to stay current as appropriate for its use and integration with other systems; Delta Dental dedicated IT staff monitor the systems and stay abreast of required updates and patches to ensure that the complete solution supports the administration and business of dental benefit insurance for our customers and their members.

3.17.1 DATA REQUIREMENTS

3.17.1 Data Requirements

The vendor will be required to provide compatible data in a DHCFP prescribed format for the following functions:

3.17.1.1 Enrollment;
3.17.1.2 Eligibility;
3.17.1.3 Provider Network Data;
3.17.1.4 PDP Assignment;
3.17.1.5 Claims Payment; and
3.17.1.6 Encounter Data.

Delta Dental complies with all current applicable HIPAA and HITECH rules and regulations. For example, per the CMS mandate, Delta Dental accepts the International Classification of Diseases, 10th Revision (ICD-10) code sets. Delta Dental also adheres to the transaction requirements published in Accredited Standards Committee (ASC) X12 Type 3 Technical Reports (TR3).

Our IT department works closely with our Department of Risk, Ethics and Compliance to ensure that Delta Dental's security policies and standards comply with mandates such as the HIPAA and the HITECH Act, in addition to any customer prescribed mandates.

Because Delta Dental actively complies with current CMS, HIPAA and HITECH standards, we are well positioned to provide compatible data to the DHCFP day one of DBA operations. Where the DHCFP may require data to be provided in a format or standard unique to Nevada, Delta Dental's IT department will make the necessary format changes.

3.17.2 INTERFACES

3.17.2 Interfaces

The vendor will work closely with the DHCFP staff and the DHCFP's fiscal agent to establish schedules for each interface. The DHCFP's Medicaid Management Information System (MMIS) will interface with the vendor's system in the following areas, although not necessarily limited to these areas:

3.17.2.1 Health Plan - Encounter Data (encounter data reflects all services provided to clients for whom the health plan pays.).

3.17.2.2 Health Plan - Network Data File.

3.17.2.3 Health Plan - Client Update File.

3.17.2.4 MMIS - Encounter Data Error File (HIPAA X12 837 and NCPDP).

3.17.2.5 MMIS - Encounter Data Informational Errors File.

3.17.2.6 MMIS - Health Plan Error File.

3.17.2.7 MMIS - Third Party Liability Update File.

3.17.2.8 MMIS - Client Demographic Data.

3.17.2.9 MMIS - Daily Health Plan Recipient File.

3.17.2.10 MMIS - Health Plan Recipient File.

3.17.2.11 MMIS - Network Data Exception File.

3.17.2.12 MMIS - Network Primary Dental Provider (PDP) Updates.

3.17.2.13 MMIS - Client PDP changes.

3.17.2.14 MMIS - Client Enrollment Updates.

3.17.2.15 MMIS - Health Plan Notification.

All transactions must be in a HIPAA-compliant format. In addition to complying with the requirements of the National EDI Transaction Set Implementation Guide, vendors will find EDI Companion Guides at the following website: https://www.medicaid.nv.gov/providers/edi.aspx. These companion guides contain HIPAA-compliant technical specifications.

The vendor shall be responsible at their own expense for any new and/or modified interfaces that may be required by CMS, including but not limited to, HIPAA regulations.

Delta Dental currently processes electronic data interfaces on a daily basis for a large number of customers with technologies that include Secure File Transfer Protocol (SFTP), secure web interfaces, Connect:Direct and Oracle Streaming. We work with a variety of file layouts and electronic connections to suit the needs of our data trading partners, and ensure that data and interfaces comply with HIPAA requirements, as well as Delta Dental and Nevada confidentiality and security policies and procedures.

Delta Dental recognizes the need for governance for managing internal and external file interfaces. Governance can be stated as the processes to manage the who, what, when, where, how and why of file interfaces. Governance includes the inventory of file interfaces required and expected to operate and administer the Nevada DBA program, the schedule for each interface, how to handle the data records received, reconciliation of errors and records, and the extraction, transformation, and load (ETL) processes. For purposes of such governance, a file interface is interpreted broadly to include data files received through an interface, SFTP, web service, or other secure file transfer service. It is important to document file interface management to minimize processing errors that may result from improperly handled or missed interfaces.

We process all interface files through well-established electronic transfer procedures that use defined parameters based on the sender's or receiver's business requirements. Parameters consist of file format (e.g., HIPAA transactions), business rules, data protection features and plan-specific features such as contact information, file naming standards and file transfer methods. Our standardized protocols for processing electronic files include applying updates to our enrollment and eligibility database and generating related reports in a timely manner so the information is accessible to operations staff as quickly as possible. Using a variety of technological solutions, our technical staff members have engineered interfaces to meet the specific needs of each contract and its respective interfacing system.

The SFTP process is a well-tested and stable protocol used by many organizations who exchange data with Delta Dental. Our proposed solution uses MoveIT DMZ SFTP software for secure transactions. We use MoveIT DMZ to safely and securely collect, store, manage and distribute sensitive information between Delta Dental and external entities, such as the DHCFP and the DHCFP's fiscal agent. We quickly and securely

exchange files using MoveIT DMZ over encrypted connections using any of the following methods:

- ***Hypertext Transfer Protocol (HTTP) over Secure Sockets Layer (SSL) (HTTPS)***
- ***FTP over SSL (FTPS)***
- ***FTP over Secure Shell (SSH) (SFTP) protocols***

Inbound data files trigger a batch scheduler job that processes and validates the data for completeness and discrepancies. Business rules execute appropriate actions to resolve discrepancies. Alerts are generated to notify appropriate contacts of any issues, including interfaces that have not been sent or received according to the defined schedule for that interface. Most errors and discrepancies can be handled in an automated fashion, however, occasionally the type and/or volume of errors or discrepancies indicate more systemic causes that must be addressed by collaborating with the DHCFP and/or the trading partner. Root causes can include an unexpected change to the file format or layout, an incorrect file name, and other situations requiring human intervention. When these issues arise, Delta Dental IT operations staff must quickly identify and contact the designated trading partner contact for the file to resolve the problem.

Application programs extract the data, transform it into the format required by MetaVance, and load it into the application database tables. The data is then viewable by the DHCFP and other authorized entities via the Delta Dental website and reporting tools such as the Data Warehouse.

Interface transactions for the Nevada DBA program will be sent and received in HIPAA-compliant formats, and include the following as appropriate:

- ***Health Plan - Encounter Data***
- ***Health Plan - Network Data File***
- ***Health Plan - Client Update File***
- ***MMIS - Encounter Data Error File (HIPAA X12 837 and NCPDP)***
- ***MMIS - Encounter Data Informational Errors File***
- ***MMIS - Health Plan Error File***
- ***MMIS - Third Party Liability Update File***
- ***MMIS - Client Demographic Data***
- ***MMIS - Daily Health Plan Recipient File***
- ***MMIS - Health Plan Recipient File***
- ***MMIS - Network Data Exception File***
- ***MMIS - Network Primary Dental Provider (PDP) Updates***
- ***MMIS - Client PDP changes***
- ***MMIS - Client Enrollment Updates***
- ***MMIS - Health Plan Notification***

Delta Dental understands that we shall be responsible at our own expense for any new and/or modified interfaces that may be required by CMS, including but not limited to, HIPAA regulations.

3.17.3 ENCOUNTER DATA REPORT FILES

3.17.3 Encounter Data Report Files

The vendor must provide encounter data report files in prescribed data fields to the DHCFP's encounter data processing agent on a monthly basis. The DHCFP will provide the required data fields and data transfer instructions. In developing the encounter data interface, the vendor will be provided with companion guide and details of any applicable edits and descriptions of the edits. The vendor will have adequate access to fiscal agent staff to assist in the development of the interface.

3.17.3.1 Encounters must:

A. Successfully pass through the HIPAA compliance editors used by the State's fiscal agent. The DHCFP will not entertain any requests for other compliance checkers to be used for the convenience of proposers.

B. Successfully pass encounter edits with a minimum of ninety-five percent (95%) of the data successfully passing all encounter edits within the first six (6) months of submission, with ninety-seven percent (97%) or as required by federal regulation, whichever is more stringent, passing all thereafter. In the event the vendor fails to demonstrate affirmative, good faith efforts to achieve these requirements, progressive sanctions, including monetary penalties, may be applied until data submissions meet the required standards. The vendor will not be held liable for encounters that do not successfully pass all encounter edits if the vendor is not solely responsible for the failure.

C. Be complete and accurate to establish capitation rates. Providing inaccurate or incomplete encounter data may create a false claim under the FCA and other laws. The undersigned hereby certifies the completeness, accuracy and truthfulness of the encounter data.

Failure to demonstrate affirmative, good faith effort: if, after delivery of a plan of correction and reasonable, agreed to timeframe to comply, the vendor will have an additional 30 days to correct whereupon the DHCFP may, at its discretion, impose sanctions in the form of liquidated damages. The liquidated damages would be two percent (2%) of one (1) month's capitation, or ten thousand dollars ($10,000), whichever is greater until the Contractor is in compliance, as well as any fines or sanctions imposed upon the DHCFP by regulatory agencies as a result if the vendor's non-compliance.

Delta Dental's claims processing system already has the capability to receive and transmit HIPAA Dental Health Care Claims/Encounters transactions, and we do so for numerous commercial and government customers. We understand the importance of submitting timely and properly formatted paid claims/encounters files to the DHCFP to

ensure that they can draw down the maximum allowable amount of federal financial participation (FFP), update data warehouses, and use dental encounter data to form a complete history of services provided under the Medicaid program for Nevada's Medicaid and CHIP recipients.

The Delta Dental claims processing system, MetaVance, is a commercial solution used for our dental benefits management business. We have configured it for state Medicaid programs, to handle Medicaid-specific requirements such as dental encounter data reporting in standard HIPAA compliant formats.

Encounter data includes all data captured during the course of an encounter to track each recipient's dental screening, diagnosis, and treatment history. Encounter data is stored as part of our permanent claim record within MetaVance. Key data elements such as billing provider, recipient information, claims, rendering provider, adjustments, paid amounts, services rendered, tooth codes and treatment dates are just some of the data that can be accessed and mapped to an 837 encounter extract. Our 837 processing includes all adjudicated, voided and adjusted claims and will fully meet the requirements specified by the DHCFP for encounter processing.

Delta Dental follows a series of procedures to ensure accuracy of the data being submitted, including reconciliation of encounter data to the source claims data. Delta Dental's reconciliation process helps ensure the accuracy of encounter data submissions. Accurate and correct submission of encounter data is accomplished through a combination of Delta Dental's strong data security practices and regular testing and validation. For encounter reporting, validation includes successful transmissions to a designated secured location as well as confirmation and accuracy of encounter data contained within the 837 record.

Delta Dental will ensure that encounter data is submitted:

- ***Accurately – the data reported reflects the same data present in the MetaVance claims history tables;***
- ***Completely – all required data elements are included and***
- ***Correctly – the proper record and file format is presented.***

During implementation, Delta Dental will conduct encounter data file testing with the DHCFP's encounter data processing agent to ensure that the files will pass the data processing agent's HIPAA compliance editor, and that encounter edits are passed at or above 95% pass rate.

3.17.4 HIPAA TRANSACTION REQUIREMENTS

3.17.4 HIPAA Transaction Requirements

All electronic transactions must be accepted/transmitted in a HIPAA-compliant format. These include, but are not limited to:

3.17.4.1 Premium payments (X12F 820);

3.17.4.2 Enrollment and disenrollment into a health plan (X12N 834);

3.17.4.3 Eligibility inquiry and response (X12N 270-inquiry and 271-response and approval of authorization);

3.17.4.4 Referrals and prior authorizations (X12N 278-both request and approval of authorization);

3.17.4.5 Claims encounter data (X12N 837 and NCPDP);

3.17.4.6 Claims status Inquiry and response (X12N 276-inquiry and 277-response); and

3.17.4.7 Payment and remittance advice (X12N 835-remittance advice).

In addition to complying with the requirements of the National EDI Transaction Set Implementation Guide, proposers will find EDI Companion Guides at the following website: https://www.medicaid.nv.gov/providers/edi.aspx. These companion guides contain HIPAA compliant technical specifications for each transaction.

Delta Dental's claims processing system already has the capability to receive and transmit HIPAA Dental Health Care Claims/Encounters transactions, and we do so for numerous commercial and government customers. We understand the importance of submitting timely and properly formatted paid claims/encounters files to the DHCFP to ensure that they can draw down the maximum allowable amount of federal financial participation (FFP), update data warehouses, and use dental encounter data to form a complete history of services provided under the Medicaid program for Nevada's Medicaid recipients.

Delta Dental's standard IT processing includes the ability to successfully generate and receive electronic data interchange (EDI) transactions, including HIPAA compliant transactions such as the 820 Payment Order/Remittance Advice, 834 Benefit Enrollment and Maintenance, 270 Eligibility, Coverage or Benefit Inquiry, and 271 Eligibility, Coverage or Benefit Response standard transactions.

EDI transactions are managed through Delta Dental's SFTP server and/or through real time using Secure Socket Layer (SSL) protocol even in test environments to ensure that

all functionality is tested as close to a production environment as possible. Acknowledgements are automatically sent to the transmitting entity upon successful receipt of files in the SFTP server. Files are reconciled to reasonably ensure that the files received are the files expected.

Delta Dental relies on our Secure File Transfer Protocol (SFTP) process to support HIPAA-compliant encounter data submission and processing. This is a well-tested and stable protocol used by many organizations who use EDI. It allows Delta Dental to plan a low-risk implementation for file transfer of the dental encounter data between our claims processing system, the DHCFP and the MMIS. Our proposed solution uses MoveIT DMZ SFTP software for secure transactions. We use MoveIT DMZ to safely and securely collect, store, manage and distribute sensitive information between Delta Dental and external entities, such as authorized trading partners. We quickly and securely exchange files using MoveIT DMZ over encrypted connections using any of the following methods:

- ***Hypertext Transfer Protocol (HTTP) over Secure Sockets Layer (SSL) (HTTPS)***
- ***FTP over SSL (FTPS)***
- ***FTP over Secure Shell (SSH) (SFTP) protocols***

Delta Dental will utilize this method to establish a working data submission process that meets all appropriate requirements and formatting. The testing of this process will include successful transmission in an agreed upon timeframe of at least one batch of encounter data to the DHCFP's designated agent, typically the MMIS or Fiscal Agent.

Delta Dental conducts internal reconciliations on all outbound encounter files. This includes all HIPAA validations as well as claim counts. Inbound 837s are also reconciled against trading partner claim counts and HIPAA compliance is validated. Reconciliation reports will be provided to the DHCFP at regular intervals.

Our on-line suite of provider tools will furnish network providers with the ability to submit claims electronically in the prescribed Health Insurance Portability and Accountability Act (HIPAA)-compliant formats at no cost, in addition to other valuable functions. Electronic funds transfer (EFT) payments are also supported.

When providers link to our secure electronic claims portal, they will first be asked for authentication (i.e., a unique ID number and password). After being authenticated, they will be able to enter and submit preauthorization requests and claim data, check on claim status, receive preauthorization approval/denial notices, view and print archived claims, create claim tracking reports, view a patient's treatment history and set personal preferences for receiving e-mails about claims. Submitted claims will be converted to a HIPAA-compliant 837 D transaction, validated and loaded into our system as electronic data interchange (EDI) claims.

3.17.5 NPI TRANSACTION REQUIREMENTS

3.17.5 NPI Transaction Requirements

3.17.5.1 The vendor must provide the DHCFP with a National Provider Identifier, (NPI), including any taxonomy code(s), with their proposal. The vendor must electronically transmit and receive fully HIPAA compliant transactions. This applies to all HIPAA regulations currently effective and those in draft form. Throughout the duration of the initial contract and any extensions, the State will not bear any of the cost for any enhancements or modifications to the vendor information system(s) or the systems of any of the vendor subcontractors or vendors, to make it compliant with any HIPAA regulations. This includes those HIPAA requirements currently in effect or future regulations as they become effective.

3.17.5.2 All encounters must be submitted electronically as fully HIPAA compliant "shadow claims". This includes but is not limited to, providing the DHCFP, through its fiscal agent, the NPI on all providers, including billing, servicing, and OPR (ordering, prescribing, and referring).

3.17.5.3 Without exception, all providers contracting through the vendor must be registered with the DHCFP as a Medicaid provider. This includes any providers who are required to have NPI. If an eligible provider submits their claims on paper, they must still use an NPI, and the shadow claim of that paper encounter must be submitted from the vendor to the State's fiscal agent electronically and it must include the provider's NPI. This applies for any providers who have obtained a taxonomy code in addition to their NPI. The taxonomy code must be provided to the State's fiscal agent, and that taxonomy code must be used appropriately on all encounters submitted to the State's fiscal agent on behalf of the DHCFP. The same NPI and taxonomy codes must be used for any third party insurance, including but not limited to private insurance and Medicare, for which the vendor rebills.

3.17.5.4 Without exception, all encounters from sub-capitated providers must be captured by the Vendor and transmitted to the State's fiscal agent following the guidelines outlined above. These must be fully detailed encounters following HIPAA requirements and using HIPAA compliant transactions, including but not limited to the use of NPI and taxonomy. Encounter data must include the individual NPI to identify the rendering provider or prescribing provider.

As part of our comprehensive provider credentialing process, and in compliance with HIPAA rules, Delta Dental requires each enrolled provider to have an NPI number. The billing and rendering provider NPI and taxonomy codes are supported and accepted on HIPAA compliant inbound claim transactions.

Delta Dental also submits fully HIPAA compliant outbound transactions, such as the 835 X12 for electronic remittance advice. The 835 X12 transaction provides the billing and rendering NPI number. The outbound 837 X12 claim/encounter record provides the NPI on all providers listed on the claim, including the billing, servicing (rendering), and ordering, prescribing and referring providers.

Delta Dental will institute editing of paper claims to require an NPI number and a taxonomy code (where applicable). Once the paper claim has been data entered, it follows the same encounter reporting process as an electronic claim and will be submitted to the DHCFP's fiscal agent as a "shadow claim", including the NPI number.

The NPI number and taxonomy codes are stored in the claims history database from which third party insurance rebillings using HIPAA compliant transactions are generated. Delta Dental will ensure that the NPI and taxonomy codes submitted are included in these rebilling transactions.

Claim data is stored as part of our permanent claim history record within MetaVance. Key data elements such as billing provider NPI, recipient information, claims, rendering provider NPI, ordering/referring/prescribing provider NPIs, adjustments, paid amounts, services rendered, tooth codes and treatment dates are just some of the data that can be accessed and mapped to an 837 encounter record. Our MetaVance system produces encounter data in standard formats tailored for state Medicaid programs. The encounter data is fully compliant with all CMS and HIPAA requirements.

3.17.6 International Classification of Diseases (ICD) and Electronic Data Interchange (EDI) Compliance

3.17.6 Contractor must maintain current International Classification of Diseases (ICD) and Electronic Data Interchange (EDI) compliance as defined by CMS regulation and policy and no funding will be provided for contractor's compliance.

Delta Dental complies with all current applicable HIPAA and HITECH rules and regulations. For example, per the CMS mandate, Delta Dental accepts the International Classification of Diseases, 10th Revision (ICD-10) code sets. As noted above in Section 3.17.4 HIPAA Transaction Requirements, Delta Dental also complies with HIPAA EDI standards.

Our IT department works closely with our Department of Risk, Ethics and Compliance to ensure that Delta Dental's security policies and standards comply with mandates such as the HIPAA and the HITECH Act. Compliance efforts include, but are not limited to, the following measures that are designed to ensure current and future compliance with HIPAA:

- ***Implementing comprehensive policies and procedures regarding privacy and security that address confidentiality of protected health information (PHI), administrative, technical and physical safeguards, and use of PHI ;***
- ***Using industry-standard software to encrypt and decrypt all e-mail communications***

containing PHI ;

- ***Maintaining security measures that include controlled building access, secure servers, website, entity authentication capabilities and data encryption technology;***
- ***Analyzing all newly enacted legislation and regulations to ensure that applicable requirements are implemented in a timely manner and achieve full compliance;***
- ***Installing secure servers, website and telephone security prompts, entity authentication capabilities and data encryption technology;***
- ***Using standardized transactions and code sets and***
- ***Tracking non-routine disclosures of PHI through our HIPAA database.***

Delta Dental's Department of Risk, Ethics and Compliance is responsible for overseeing the implementation of all newly enacted legislation and regulations, as well as revisions to existing laws and regulations. The Department of Risk, Ethics and Compliance performs research and analysis of the laws, identifies the affected Delta Dental business processes, develops a business strategy and plans and executes the implementation. In addition to privacy and security concerns, this mandate also includes HIPAA's electronic transactions and code sets.

Delta Dental understands its obligation to maintain current ICD and EDI compliance, and that no funding from DCHFP will provided for compliance.

3.18 DHCFP RESPONSIBILITIES

3.18.1 EXTERNAL QUALITY REVIEW

DHCFP will be responsible for the following:

3.18.1 External Quality Review

DHCFP will contract, to the extent required by federal law, with an External Quality Review Organization (EQRO) to conduct independent, external reviews of the quality of services, outcomes, timeliness of, and access to the services provided by the vendor covered under the RFP. These reviews will be conducted at least annually.

Delta Dental understands that DHCFP will conduct its own quality audits and research efforts during the contract term. We agree to cooperate in all such activities and to provide records, files and timely access to DHCFP or agents acting on DHCFP's behalf. We agree to cooperate and participate in any independent, external reviews conducted by an External Quality Review Organization (EQRO) on the quality of services, outcomes, timeliness of and access to the services provided by Delta Dental under the RFP. At DHCFP's request, we also would be pleased to assist with developing studies, designing surveys and implementing other analytical activities to evaluate quality of care and services and identify opportunities for quality improvement.

Delta Dental understands that the annual DHCFP audit will encompass all major aspects of the administration of the dental program to determine if Delta Dental is meeting its contractual responsibilities. We participate in and fully cooperate with annual state and regulatory audits for our other contracts and have an established team to ensure a timely and comprehensive response to audit requests.

3.18.2 DUE PROCESS

3.18.2 Due Process

3.18.2.1 The DWSS is responsible for all appeals pertaining to eligibility for Medicaid and Nevada Check Up. The DHCFP is responsible for the appeals process for disenrollment from managed care programs and for providing a State Fair Hearing to all recipients who request such a hearing for all actions taken on medical assistance program benefits.

3.18.2.2 DHCFP will receive all recipient requests for State Fair Hearings, arrange for the fair hearings and provide the fair hearings officer. Upon receipt of the fair hearing request, DHCFP will forward a copy to the vendor.

Delta Dental acknowledges the due process responsibilities of the DHCFP and the DWSS. When a fair hearing request has been made as a result of an appeal processed by Delta Dental, we will provide access to the appeal records and the basis for our determination of the appeal to the DHCFP.

3.18.3 DHCFP ON-SITE AUDITS

3.18.3 DHCFP On-Site Audits

The DHCFP may schedule on-site audits at the vendor's primary place of business. The purpose of these audits is to confirm contract compliance and to more effectively manage DHCFP contract monitoring and oversight responsibilities of the vendor. These audits will be scheduled in advance and will focus on contract sections prior identified by the DHCFP. The vendor will be informed of the scheduling, focus of the audit and the expectations regarding vendor's participation no less than thirty (30) days in advance of the on-site visit. The vendor will have all prior requested data and information available at the time the audit begins.

Delta Dental will work with the DHCFP when on-site audits are scheduled to ensure that contract compliance and responsibilities are being performed. Delta Dental will participate with at least a 30-day notice. We will make all requested data and information available to DHCFP at the begining of the audit.

3.18.4 ACTUARIAL SERVICES

3.18.4 Actuarial Services

The DHCFP will provide or contract to the extent required by federal and state law with an actuarial contractor to establish rates using a methodology that is certified as actuarially sound and in compliance with state and federal law. Rate reviews will be conducted at least annually.

Delta Dental understands that the DHCFP will conduct rate reviews at least annually, and that the DHCFP will provide or contract with an actuarial contractor to do so.

3.18.5 ENCOUNTER DATA PROCESSING

3.18.5 Encounter Data Processing

The DHCFP will contract with an encounter data processing agent to accept, edit, process, and review encounter data submitted by contracted vendors. It is DHCFP's sole responsibility to determine the format in which the vendor must submit the encounter data. In addition, the vendor encounter data, when requested, must be submitted to the DHCFP's actuary.

Delta Dental has extensive experience submitting encounter date for dental services. We will use the format that is determined by DHCFP to submit our encounter data processing to the contract agent and to the DHCFP's actuary when requested.

3.18.6 WEBSITE ACCESS

3.18.6 Website Access

The DHCFP will maintain an Internet link on its official website at which the vendor's website can be accessed.

Delta Dental recognizes that web-based information and services provide an efficient, convenient and increasingly popular way to access information about dental plans. We take pride in the wide range of websites we have created for general access by the public and for government-sponsored dental plans and are pleased to provide the link for inclusion on DHCFP's website. Additional details regarding our website can be found in Section 3.3.4 of this RFP response.

3.18.7 OPERATION OVERSIGHT

3.18.7 Operation Oversight

The DHCFP has procedures for monitoring the vendor's operations related to recipient enrollment and disenrollment; processing grievance and appeals; violations subject to intermediate sanctions; violations of the conditions for receiving federal financial participation; and all other provisions of the contract.

Delta Dental will comply with the DHCFP procedures for monitoring our recipient enrollment and disenrollment; processing grievance and appeals; violations subject to intermediate sanctions; violations of the conditions for receiving federal financial participation; and all other provisions of this contract.

3.19 COST CONTAINMENT AND/OR COST AVOIDANCE INITIATIVES

Delta Dental commits to complying with all Nevada DBA program cost containment and cost avoidance provisions in RFP Subsection 3.19, Cost Containment And/Or Cost Avoidance Initiatives. We describe our approach to meeting the RFP requirements in the sections that follow.

The vendor shall develop policies and procedures that ensure cost containment and avoidance initiatives that positively impact health outcomes and result in cost savings to the State. Cost containment and avoidance initiatives must be provided to the DHCFP for review and approval prior to implementation.

The vendor will also demonstrate its ability to operate an effective claims processing system that minimizes payment errors and, through the effective use of system edits and audits, prevents loss of public funds to fraud, abuse, and/or waste.

Delta Dental has extensive experience in designing, developing and implementing innovative programs and techniques that result in cost savings, and proposing new and creative ideas to strengthen the Department's control over the expenditure of program dollars.

Our corporate commitment to directing more dental benefits dollars toward dental care, and fewer to administrative costs, is a key part of our mission. Using our refined and tested cost containment measures, systems and processes, our enterprise saved its customers more than $3.6 billion in 2015.

Delta Dental will provide any proposed cost containment and avoidance initiatives to the DHCFP for review and approval prior to implementation for the Nevada DBA program.

Delta Dental will ensure high-quality, medically necessary and cost-effective dental services while safeguarding patient health and preserving program funds for appropriate care. This will be accomplished by accurately adhering to the program's schedule of benefits and fees for each recipient group for claims processing; requiring preauthorization in accordance with Nevada Medicaid standards and regulations, and as otherwise agreed upon during the start-up period; using in-house dental professionals as necessary for claims and preauthorization reviews; performing provider audits and maintaining a comprehensive waste, abuse and fraud program, and working in concert with the DHCFP's fraud units. Our automated claims processing system supports all functions, processes and procedures required for the Nevada DBA plan. This full-featured automated system maintains critical information in a controlled and structured manner and ensures consistent application of covered benefits, provider fees and benefit rules.

Cost Avoidance Through Effective Claims Processing

Delta Dental's claims processing system, MetaVance, is a fully integrated system that allows us to efficiently administer dental programs across multiple business lines. MetaVance supports all of the RFP-required functions to receive, adjudicate and pay claims and perform related reporting; receive, process and store encounter data and perform related reporting; and perform file transfers and reconciliation services.

Delta Dental applies policies and procedures to ensure that claims processing requirements are validated for every claim. This is accomplished through a combination of automated system edits/audits and claims examiner review of claims that fail the system verification. MetaVance enforces program policy through the application of edits and audits that will be configured to reflect the DHCFP DBA plan rules.

Edits are used to determine if claims comply with applicable program policies. Edits are used to examine claim characteristics such as the following:

- ***Completeness and validity of data on the claim;***
- ***Timely submission of the claim by the provider;***
- ***Consistency between the services shown on the claim and the age of the recipient;***
- ***Recipient and provider eligibility, including eligibility on the date of service;***
- ***Prior receipt and status of service authorization, if applicable and***
- ***Program coverage for the procedure code(s) being billed.***

Audits are automated comparison checks of data on a claim against historical records, and other current records, to determine if:

- ***The service billed on the claim duplicates one previously adjudicated and***
- ***The service on the claim exceeds frequency limitations established by the program.***

The edits and audits are performed in a specific order that detects basic, easy-to-identify errors before claims are passed on for more complex, labor-intensive types of review such as medical necessity. Our auditing process includes our advanced fraud detection tool, P & R Dental Strategies Pronto™ application. Pronto is an analytics engine that evaluates daily claims volume using profiling of provider practice patterns, denial rates, and fraud and abuse gaming patterns to identify claims of concern. These claims are routed for staff review and verification to determine if fraud may have occurred and provide an opportunity to either completely cost-avoid the claim, or to refer the provider and/or claim to the Program Integrity Unit for further review on a post-payment basis.

Delta Dental employs trained staff which include clinically trained personnel whose primary duties are to assist in evaluating medical necessity for dental specialty services. These staff members review claims that must be evaluated for medical necessity prior to payment, as well as preauthorization requests that require decisions. Our dental consultants also possess both the knowledge and the capability to correctly determine the need for dental services rendered in a non-dental office setting, taking into account the special needs of the patient (i.e., physical, behavioral or cultural), available dental resources, urgency of the condition, post-procedure care and other critical factors that may influence an authorization decision.

Claims that cannot be resolved within the system are suspended for review by claims examiners and professional staff. Dental consultants review the diagnostic information on the claim and any associated radiographs to determine if services are medically necessary and in accordance with program policies and procedures.

Cost Avoidance through Third Party Liability

Nevada DBA Program recipients may have resources available to pay for their dental services besides Medicaid. Delta Dental understands that DHCFP can conserve scarce program funding by maximizing the use of other resources when they are available. As the DBA, it will be our responsibility to prevent payment for dental services when we are aware that third-party liability (TPL) exists. Our experience implementing cost avoidance measures includes, but is not limited to, the following TPL situations:

- ***The recipient has private dental insurance coverage;***
- ***The recipient is a member of a prepaid dental insurance plan;***
- ***The recipient sustained a dental injury in an accident for which another party was responsible, and the other party has casualty liability insurance that may pay the cost of the recipient's dental care;***
- ***The recipient is involved in a civil suit that may result in a court ruling directing another party to pay the cost of the recipient's dental care;***
- ***The recipient sustained a dental injury while at work and there may be workers' compensation insurance available to pay the cost of the recipient's dental service and***
- ***The beneficiary is deceased and left sufficient resources in an estate to reimburse the cost of dental services previously paid by the program.***

When DHCFP notifies us that a program recipient has TPL of any kind, our system has the capability to prevent payment for claims on behalf of that recipient. We understand that the typical means for relaying this information to the claims processing system is through the recipient eligibility file. The claims processing system interfaces with the recipient file using pre-payment edits to determine whether or not the recipient has TPL.

Delta Dental is aware that, under federal law, Medicaid must be the "payer of last resort," meaning that all known payment resources available to a recipient must be exhausted before any federal funds are used to pay the cost of services. Delta Dental's claims processing system is highly configurable and flexible. It supports all functions and procedures required for the Nevada DBA Program as specified in the RFP and complies fully with all applicable HIPAA provisions.

3.20 LIQUIDATED DAMAGES AND SANCTIONS

The vendor must comply with all terms and conditions stipulated in the current Contract, the RFP, and all attachments, including the Forms and Reporting Guide. The vendor must file accurate, timely and complete reports to DHFCP. If the vendor fails to meet the contract requirements, liquidated damages or intermediate sanctions may be assessed. In addition to liquidated damages and intermediate sanctions, the vendor will be responsible for any fines or sanctions imposed upon the DHCFP by regulatory agencies as a result of the vendor's non-compliance.

DHCFP may refuse to enter into a contract and may suspend or terminate an existing contract if the vendor fails to provide required reports, or disclose ultimate ownership or control information and related party transactions as required by DHCFP policy.

Delta Dental acknowledges and accepts the liquidated damages and sanctions terms of the RFP as defined in Attachment O – Liquidated Damages And Intermediate Sanctions.

3.21 COMPANY BACKGROUND/HISTORY

9.4.2 COMPANY BACKGROUND/HISTORY

9.4.2 Company Background/History

Company background/history and why vendor is qualified to provide the services described in this RFP. Limit response to no more than five (5) pages.

Delta Dental's response is presented on the following pages.

Delta Dental is pleased to offer services to the State of Nevada that will enable the DHCFP to advance its goals for improving the oral health of recipients of the Nevada DBA program. Our technical proposal features the following:

- ***A commitment to providing quality dental health care services to low-income Nevadans in the most efficient manner;***
- ***A solution that provides equal access to dental care to recipients at an affordable cost;***
- ***A strong Nevada presence covering 137,000 lives, with an office in Las Vegas; supported by Delta Dental team members nationwide specializing in all aspects of dental benefit administration and***
- ***A contract fulfilled by Delta Dental – the nation's largest stand-alone dental insurer – that has the resources and clinical expertise to successfully collaborate with DHCFP, the dentist community and other professional organizations to address recipient needs.***

As the DHCFP's dental partner, Delta Dental will provide eligible recipients with high-quality, comprehensive and accessible dental care. We offer an extensive choice of network dentists, provider access, an exceptional approach to service, and unparalleled Medicaid dental expertise. Our network of credentialed dentists, one of the largest in the nation, continues to grow in all regions. A recognized national leader in dental benefits administration, Delta Dental unquestionably offers the DHCFP the best value and the lowest-risk solution of any potential contractor, making us the best possible choice for the Nevada DBA contract.

Delta Dental's founding principle and continuing mission is to improve the oral health of all individuals. In our more than 40 years of experience serving publicly funded programs, Delta Dental has acquired a clear understanding of the unique needs of underserved populations and has worked tirelessly with recipients, families and providers to promote utilization of covered benefits with an emphasis on preventive care education and services. Our extensive presence and experience in the commercial dental marketplace complement our unique government marketplace expertise and afford us the opportunity to access dentists who might not otherwise be amenable to network participation. Within this section, we explain the background and history of our company and why we are qualified to provide the services described in the RFP. We commit wholeheartedly to meeting or exceeding both the RFP requirements and the DHCFP's expectations for the contract.

For thousands of businesses and government programs across the country, Delta Dental and dental coverage are synonymous. We are one of the nation's largest dental health carriers. Our wide array of indemnity, PPO and DHMO plans cover 34.5 million people in commercial and government programs. Since our founding in 1955, Delta Dental has been a recognized industry leader, offering innovative programs designed to control costs and ensure high-quality dental care. Delta Dental administers dental benefits programs nationwide. Our enterprise forms one of the nation's largest integrated dental benefits systems under unified management.

Delta Dental Insurance Company is the corporate entity that will contract with the DHCFP to provide dental coverage to Nevada DBA program recipients. Incorporated in 1970, Delta Dental Insurance Company is a Delaware stock corporation that administers dental benefit plans in Alabama, Florida, Georgia, Louisiana, Montana, Nevada, Texas and Utah. We are headquartered in Alpharetta, Georgia, and we underwrite and administer

traditional fee-for-service and dental health maintenance organization (DHMO) dental products to businesses and employees nationwide, offering an innovative mix of plan options and benefit levels that enables us simultaneously to contain costs and deliver high-quality dental coverage.

Delta Dental Insurance Company underwrites and administers dental service plan products for government and commercial customers across the nation. It is licensed in 32 states (including Nevada), plus the District of Columbia, Puerto Rico and the Virgin Islands. It is a member of an insurance holding company system under the ultimate control of Delta Dental of California, a nonprofit service corporation directed by a 15-member board of directors, which provides unified management services under the leadership and direction of Mr. Anthony Barth, President and Chief Executive Officer. Delta Dental Insurance Company, Delta Dental of California and all affiliates of the holding company system (referred to throughout this proposal jointly as Delta Dental) share enterprise-wide practices, resources and personnel. Delta Dental Insurance Company is licensed under the Nevada Insurance Code to provide dental services for this RFP. All information submitted in this proposal applies to Delta Dental Insurance Company and Delta Dental of California collectively.

Joseph Ruiz, Group Vice President of Government Programs (GP), Delta Dental Insurance Company, will provide the executive leadership to the well-qualified team of experienced start-up and operations staff assembled for this contract. His team will be backed by a corporate-level commitment of clinical, administrative and financial resources and a single point of accountability for the Nevada DBA contract. As our senior executive for this contract, Mr. Ruiz has access to the highest levels of corporate involvement, decision-making and support. He brings outstanding communication and leadership skills, as well as a committed and experienced management team, to our Nevada DBA organization.

Mr. Ruiz directs the administration of dental benefits for the following government programs:

- ***California Medicaid Dental (Denti-Cal) Program (since 1974);***
- ***Utah Medicaid Dental Services Program (since 2013);***
- ***San Mateo Healthy Kids (since 2007);***
- ***Partnership Health Plan of California (since 2005);***
- ***San Francisco Healthy Kids (since 2002);***
- ***San Diego Neighborhood House Association (since 2001);***
- ***Tricare Retiree Dental Program (TRDP) (since 1997);***
- ***Federal Employee Dental Program (since 2014);***
- ***Veteran's Administration Dental Insurance Program (VADIP) (since 2014);***
- ***Public Health Services' Active Duty Dental Plan (since 2013) and***
- ***Office of the Comptroller of the Currency (OCC) Dental Plan (since 2015).***

Mr. Ruiz will utilize all necessary resources from throughout our enterprise in order to meet and exceed contract requirements. We have multiple service locations, and can shift workload (particularly in the areas of enrollment and billing, underwriting, case management, quality management, administration of enrollee grievances and provider disputes and financial reporting) to alternate locations based on increased volumes, unanticipated or catastrophic events or during peak enrollment periods. Provider

network development and management for the Nevada DBA program will be performed in Nevada.

Delta Dental performed successfully under this structure for six years while providing and administering dental benefits for the Texas Children's Health Insurance Program (CHIP) Dental Services Program. We previously served as a dental plan for the Florida Healthy Kids program, using this same structure to successfully deliver services to enrolled children. This structure also has enabled us to deliver outstanding services to a variety of major commercial customers, such as AARP. Since 1974, Delta Dental of California has served as the fiscal intermediary and administrator for the State of California's Medi-Cal dental program (commonly known as Denti-Cal). From 1998 through 2013, Delta Dental of California also provided dental coverage for California's CHIP, known as the Healthy Families program. Delta Dental possesses the requisite background, experience and expertise to provide the DHCFP with the best possible business solution for the Nevada DBA program.

Delta Dental is a financially strong, stable and reliable dental partner. We bring to the DHCFP the breadth of our dental benefits industry expertise, our many years of Medicaid and CHIP experience and six decades of dental program and dental insurance operations experience nationwide. We offer the DHCFP the following advantages:

- ***We provide a stable, comprehensive network of qualified dentists with broad geographic access, specialty services and reserve capacity.***
- ***We actively manage each of our dental networks – including the network proposed for the Nevada DBA program – to create, monitor and maintain an environment in which recipients can conveniently access quality dental services.***
- ***We have established long-term relationships and communications with the Nevada dental provider community through our commercial and employer dental plans. DHCFP can rely on us to inform participating providers of changes as they occur and to obtain their buy-in.***
- ***We know how to professionally assess and take on risk in a win-win partnership with our customers and can responsibly perform all contract-required activities.***
- ***We are a trusted business partner that consistently demonstrates our ability to meet required contract service levels. We possess the expertise necessary to implement contract requirements and manage our own performance using best-in-class tools.***

Over Delta Dental's long history, we have evolved into a company decidedly dissimilar from most for-profit dental insurers. The cumulative years of experience of our management, professional and paraprofessional staff, combined with our institutional expertise and understanding of Medicaid and CHIP dental programs, have been major contributors to the stability and respect enjoyed by the programs we administer.

We owe our continued success to our seasoned management team and production staff – individuals who, over the years, have come to thoroughly understand each and every aspect of the Medicaid and CHIP programs. Delta Dental possesses a blend of expertise, understanding and proven history that makes us the best possible choice going forward, in partnership with the DHCFP, to meet program goals and objectives – and to institute a collaborative, successful relationship that offers the best value and the lowest risk. We commit unconditionally to meeting both the RFP requirements and the DHCFP's expectations.

Delta Dental of California, our ultimate parent and our partner in administering the Nevada DBA contract, has unparalleled experience managing large-scale dental contracts. The company administers indemnity, preferred provider and DHMO plans for 34.5 million people in commercial and government programs across the nation. Customers include more than 10,000 public sector and commercial groups, including labor unions, aerospace and defense contractors, hospital systems, educational and financial institutions and high-technology companies. As testimony to the strength and stability of the organization, 97.9% of Delta Dental of California's customers (employer groups and other commercial organizations) renewed their contracts in 2015. Delta Dental of California also has decades of experience in delivering services to enrollees of government dental health programs. The company serves more than 13.1 million California Medicaid beneficiaries through the Denti-Cal program, thereby offering the DHCFP 41 years of experience in administering one of the largest Medicaid dental programs in the nation. Our organizational structure offers the DHCFP two key advantages:

- ***We have taken the best practices of all of our affiliated companies and integrated them into our enterprise to raise the bar on our already high standards for quality dental care, cost management and professional service.***
- ***Our combined resources have enabled us to implement new processes separately or simultaneously in different geographic locations, improving services while reducing cost.***

Delta Dental sets the standard for access to high-quality dental care. For more than a decade, we have made a significant investment in Quality Management (QM), reflecting our company's ongoing commitment to successfully delivering superior, cost-effective services. Today Delta Dental's QM processes conform to world-class specifications for services and systems. As an example of the results of our individual and collective commitment to continuous improvement, our California Medicaid Dental Program (Denti-Cal) was initially certified to ISO 9001:2000 standards in March 2007. We were recertified to ISO 9001:2008 standards in March 2010 and again in March 2013, and we have been recognized for our work in this area with the California Awards for Performance Excellence (CAPE) with the California Prospector Award. We plan to be certified to the ISO 9001:2015 standard by 2018.

Delta Dental focuses on continuous performance improvement in all of our business processes in order to provide superior customer service and we consider retention of our customers to be the best measure of our success. Our 97.9 percent enrollee retention rate and our 94 percent enrollee satisfaction rate are clear endorsements of our high quality service levels, our expertise and our many years of experience.

Delta Dental has earned a solid reputation as a full-service dental health care administrator, underwriter and claims processor by consistently delivering excellent, cost-effective services while maintaining a strong financial position. Our enterprise added more than two million new enrollees in 2015. Our general reserves – more than $906 million – are more than adequate to meet our obligations and regulatory guidelines. We also have one of the industry's highest ratios of net worth to incurred risk dental claims and a longstanding reputation for the integrity of our financial management. In July 2016, A.M. Best Company affirmed a the financial strength rating of A (Excellent) with a "stable" outlook for both Delta Dental Insurance Company and Delta Dental of

California, our parent organization. The figures reported in Delta Dental Insurance Company's financial statements and those of our parent company, Delta Dental of California, confirm our strong financial position and validate our financial solvency. The following are highlights from Delta Dental's most recent audited, consolidated financial statements for the period ending December 31, 2015:

- ***Administrative expenses were 11% of our total revenues.***
- ***Cash and cash equivalents and marketaable securities totaled more than $1.6 billion, 71% of total assets.***
- ***The ratio of total liabilities to total assets was 1:1.70.***
- ***Our 2015 financial results exceeded 2014, with a 13% increase in general reserves.***

In 2015, our enterprise processed nearly 44.7 million claims for our combined programs with an accuracy rate of 99.5 percent, saving a record $4.4 billion for our customers, almost 25 percent of the dollar amount submitted for payment. We provide this information to assure the DHCFP that selecting Delta Dental means choosing a financially sound and well-managed company.

Delta Dental has a diverse list of clients, both small and large, with whom we partner to provide dental services. Our clients include large private enterprise employee benefit programs, state and federal government programs serving children and adults. For example:

- ***Under our State of California Department of Personnel Administration account, Delta Dental provides dental benefits to more than 537,000 State employees, retirees and eligible family members.***
- ***Delta Dental's commercial client list, which includes more than 10,000 groups covering 16.4 million PPO and Premier enrollees and more than 2.1 million DHMO enrollees nationwide, continues to grow. We and our subsidiaries offer a spectrum of arrangements to meet the varied needs of our clients, from administrative services-only products to fully insured dental plans, including traditional indemnity fee-for-service and managed care dental plans.***
- ***The U.S. Department of Defense contracts with Delta Dental's Federal Government Programs to administer the TRICARE Retiree Dental Program (TRDP) with 1.5 million covered lives nationwide.***

Our corporate charter includes expanding dental care availability to previously uninsured populations, a goal we strive to achieve through the programs we offer. Our commitment to improved oral health is expressed not only through the programs we administer but also through our philanthropic entities, the Delta Dental Community Care Foundation and our Health, Education and Research Fund. In 2015, Delta Dental contributed more than $4 million in cash and services across the nation through these entities, providing support to community health programs, dental scholarships and dental-related research, and assisting dental schools with worthy projects. The Delta Dental Community Care Foundation awarded $80,000 to eight Nevada dental clinics in 2016, grants designed to help improve the oral health of underserved children and adults, particularly in rural locations where access to dental care may be limited.

This page intentionally left blank.

Appendix A, Sample Member Handbook

Included in every member welcome packet is a member handbook. Delta Dental's member handbook describes the dental benefits available to recipients in each of the target populations and how to access care.

We prepare a member handbook specific to each program we operate. The attached sample member handbook is from our Utah Medicaid contract, and is similar to the one Delta Dental is proposing for the Nevada DBA program. The sample member handbook is presented to give the DHCFP a preview of the handbook's content. We recognize that the handbook requires the DHCFP approval and that content, design and formatting may change.

DELTA DENTAL

A REGISTERED MARK OF DELTA DENTAL PLANS ASSOCIATION

Utah Medicaid Dental Services

Member Handbook

February 2016

Delta Dental Insurance Company

Utah Medicaid Dental Services
Member Services 1-866-467-4219

#96086 (02/16)

DELTA DENTAL®

Utah Medicaid Dental Services Member Handbook

TABLE OF CONTENTS

INTRODUCTION 1

Welcome to Delta Dental Utah Medicaid! 1

Using the Member Handbook 1

PHONE NUMBERS 3

MEMBER SERVICES 5

How to read your card 5

How to use your card 5

How to replace your card if it gets lost 6

What to do in an emergency 6

DENTAL PROVIDERS 7

What do I need to bring when I go to the dentist? 7

What is a Primary Dental Provider? 7

How do I find a Primary Dental Provider? 7

How do I schedule an appointment with my Primary Dental Provider? 8

What if I need to cancel a dental visit? 8

Can a clinic be my Primary Dental Provider? 8

How many times can I change my Primary Dental Provider? ... 9

How can I change the Primary Dental Provider? 9

If I change my Primary Dental Provider, when can I start getting services from that provider? 9

Is there any reason I might be denied if I ask to change my Primary Dental Provider? 9

Can I choose to go to a dentist who is not my Primary Dental Provider? 9

What if I choose to go to a dentist that is out-of-network? 10

What if I choose to go to a dentist that does not accept Medicaid? 10

How do I get dental care after the Primary Dental Provider's office is closed? 10

What happens if my Primary Dental Provider leaves the dental plan? 10

CHANGING DENTAL PLANS 11

Can I change to a different dental plan? Whom do I call? 11

Can Delta Dental drop me from their dental plan? 11

BENEFITS 12

What are my dental benefits with Medicaid? 12

How do I get these services? 12

What services are not covered? 12

How much do I have to pay for dental care? 12

When do I have to pay for services? 12

How much do I have to pay for services not covered by Medicaid? 13

How do I get drugs the dentist has ordered (prescriptions)? ... 13

Whom do I call if I have problems getting drugs the dentist ordered (prescriptions)? 13

Restriction Program 14

DENTAL CARE AND OTHER SERVICES 15

What is routine dental care? 15

How soon can I expect to be seen? 15

What are emergency dental services? 15

Does Medicaid cover emergency dental services or post-stabilization services? 15

How do I get emergency dental care or post-stabilization care services and whom do I call? 16
How soon can I expect to be seen? 16
What if I need dental services when I am out of the country? . 16
What if I need to see a special dentist (specialist)? 17
How soon can I expect to be seen by a specialist? 17
What dental services do not need a referral? 17
What if I get a bill from the dentist? Whom do I call? 17
What information will Delta Dental need? 17
What do I have to do if I move? 17
INTERPRETIVE SERVICES 18
Can someone interpret for me when I talk with the dentist? 18
Whom do I call for an interpreter? 18
How far ahead of time do I need to call? 18
How can I get a face-to-face interpreter in the dentist's office? 18
TRANSPORTATION SERVICES 20
How do I get transportation services? 20
MEMBER RIGHTS AND RESPONSIBILITIES 21
Member Rights 21
Member Responsibilities 22
GRIEVANCE PROCESS 24
What is a Grievance? 24
How do I file a Grievance? 24
How long does it take to get a Grievance decision? 24
What is a Quick Grievance? 25
OTHER ACTIONS 26

What is an Action? 26
APPEAL PROCESS 27
What is an Appeal? 27
How long does an Appeal take? 27
What is a Quick Appeal? 27
How do I file for an Appeal? 27
Can someone acting on my behalf help with my Appeal? 28
The Appeals Process 28
What if I don't agree with a Decision? 28
QUICK APPEAL 29
What is a Quick Appeal? 29
How do I ask for a Quick Appeal? 29
Does my request for a Quick Appeal have to be in writing? 29
How long does a Quick Appeal take? 29
What happens if Delta Dental says they won't do a Quick Appeal? 29
Who can help me file a Quick Appeal? 30
STATE FAIR HEARING 31
What is a State Fair Hearing? 31
What is the time frame for asking for a State Fair Hearing? 31
FRAUD INFORMATION 32
Do you want to report Medicaid waste, abuse, or fraud? 32
How do I report someone who is misusing/abusing Medicaid dental benefits? 32
COVERAGE 34
General Benefits 34
Yearly Coverage Limits 34

Excluded Services 45

RESOURCES 47

NOTICE OF PRIVACY PRACTICES 49

INTRODUCTION

Welcome to Delta Dental Utah Medicaid!

Delta Dental's goal is to give you quality dental care. We are here to help you keep your teeth healthy. We provide dental coverage to pregnant women and children on Medicaid.

You can get the most from your dental plan by:

- ✓ Seeing only Network providers.
- ✓ Visiting your provider regularly for checkups.
- ✓ Following your provider's advice about brushing and flossing.
- ✓ Getting treatment before you have a toothache.

Please pick a dentist from the provider directory that you received with this handbook. Your dentist will provide you with any covered services you need.

Using the Member Handbook

This handbook is called the Utah Medicaid Dental Services Member Handbook. It gives you facts about:

- Your benefits.
- How to use your benefits.
- Your rights and responsibilities as a plan member.

This handbook uses some terms you should understand:

- **You, Your, My, I, Member** — Refers to pregnant women and children enrolled in the Utah Medicaid Dental Services program.
- **We, Us, Our** — Refers to Delta Dental.
- **Primary Dental Provider (PDP), Provider, Contracting Dentist** — Refers to the dentist you pick to provide Utah Medicaid Dental Services to you.

- **Me** or **My Child** — Refers to the person enrolled or the parent or legal guardian of the child or children enrolled in the Utah Medicaid Dental Services program.

This handbook will help you understand how the program works. Please read it before you call your dentist. Please keep it for future use.

If you think it will help you, we can give you the handbook in:

- Audio format.
- Larger print.
- Braille.
- Other languages.

To get this handbook in a different format or language, call us at 1-866-467-4219 (toll-free). Also, please call us at that number if you have any questions about the program. We are ready to help you.

PHONE NUMBERS

To learn more about your Delta Dental Utah Medicaid dental plan, please call us.

Toll-free telephone number:	1-866-467-4219
Toll-free number for the hearing impaired:	7-1-1 (Relay Utah)
Regular business days/hours (excluding state-approved holidays):	Monday to Friday 8 a.m. to 7 p.m. Mountain Time
After-hours automated system:	Monday to Sunday 24 hours a day
Delta Dental Utah Medicaid Dental Services	http://deltadentalins.com/ut-medicaid

To learn more about the Utah Medicaid program please contact the Utah Department of Health.

HPR (Health Program Representative) or Local Health Department HPR	1-866-608-9422
Constituent Services Department of Health	1-877-291-5583
Constituent Services Workforce Services (Eligibility)	1-800-331-4341
DWS (Department of Workforce Services) Eligibility	1-866-435-7414
Medicaid Client Education	http://health.utah.gov/umb (Click on Benefits/Medicaid)

Medicaid Information Line 1-800-662-9651

Medicaid Web Site http://health.utah.gov/umb

When you call us during regular hours, we will help you:

- Pick a provider.
- Change to another provider.
- Make a dental appointment.
- Get information on dental health, health fairs, and health education classes.
- Get information on all your dental plan services.
- Get translation services.
- Get interpretive services.
- File a Grievance or Appeal.

You can get information in English and Spanish. If you need to speak with us in a language other than English or Spanish, let us know. We have interpreters ready to help you.

If you call after regular hours or during the weekend, you will get an answering service or a recording.

- If you have an emergency, you can get help from your Primary Dental Provider, or another dental provider who takes emergency calls. You can also go to the nearest emergency room or call 911.
- If you don't have an emergency, your PDP or a member of the dentist's staff will call you back within 4 hours after the office opens again.
- You do not need approval to receive emergency services.

MEMBER SERVICES

Our Member Services department is here to help you with any questions or problems. They are here to answer your calls from 6 a.m. to 7 p.m. Monday through Friday. If you have any questions about your Medicaid Dental Plan please call Member Services toll-free at:

1-866-467-4219

We mail each new member a member ID card. This card has important information about your dental benefits. Only you can use your member ID card for dental services.

If someone else uses your member ID card to get services, we will charge that person for the services. Delta Dental may not be able to keep you in the plan if you allow someone to use your card. Letting someone else use your member ID card is considered Fraud and will be punished in accordance with Utah State Law **Title 26, Chapter 20 Section 13**.

Your state issued Medicaid ID card is the primary source of eligibility and coverage. Your Delta Dental ID card shows that you are a member of Delta Dental.

How to read your card

The following describes how to read your member ID card:

- **Member Name** — The member's name.
- **Member Number** — The member's Utah Medicaid ID number.
- **Group Number** —This shows that you are enrolled in the Delta Dental Utah Medicaid Dental Services program.

How to use your card

To use your card:

- Have your card handy when you call us.

- Our number is 1-866-467-4219 (toll-free).
- Take your card with you when you go to the dentist.

How to replace your card if it gets lost

Please call us at 1-866-467-4219 (toll-free):

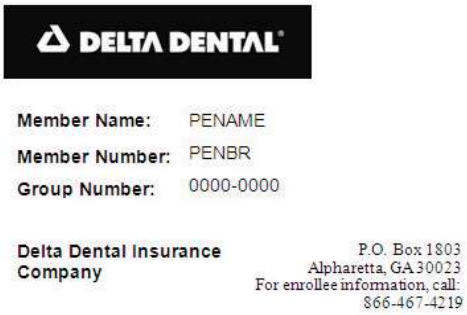
- If you have not received your member ID card.
- If you have lost your member ID card.

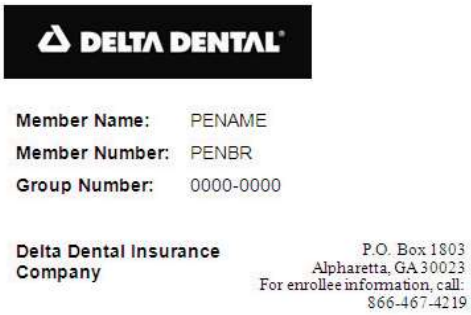
What to do in an emergency

If you need emergency dental services after your Primary Dental Provider's office has closed, do one of the following:

- Go to the nearest emergency room; or
- Call 911.

Sample Delta Dental Member ID Card





DENTAL PROVIDERS

Medicaid pays your provider for covered services. Use a dentist or clinic that is listed in the provider directory or you may have to pay the bill. If your dental plan reimburses your provider less than the amount charged for covered services, your provider cannot ask you to pay the rest of the bill.

You need to know about your dental plan and find out how it works. Your dental plan may contact you to ask about your dental needs. Medicaid Dental plans have to obey all federal and state laws. You have the right to receive information about your dental plan each year.

Additional information is available upon request including:

- Our policy for selection of Participating Providers (staff and subcontractors) and what is required of them

What do I need to bring when I go to the dentist?

Bring your State issued Medicaid ID card and Delta Dental member ID card. If you have other dental coverage, bring that information to show your provider.

What is a Primary Dental Provider?

A Primary Dental Provider (PDP) can be a general dentist or a dentist who only treats children. This is the dentist who gives you or your child services that prevent teeth problems. This dentist also can fix most teeth problems. Your PDP also can send you to a specialist for teeth problems that are harder to fix, if that kind of treatment is needed.

How do I find a Primary Dental Provider?

- From your directory of Utah Medicaid Dental Services contracting providers; or

- Online at www.deltadentalins.com/ut-medicaid

Look through the directory and find the name of a provider in your area. You can pick any contracting general dentist, or a dentist who only treats children, listed in the directory. The directory also tells you things about each office, such as:

- The names of the dentists who work there.
- Their office hours.
- The languages spoken in the office.

If you need help finding a PDP, please call us at 1-866-467-4219 (toll-free).

How do I schedule an appointment with my Primary Dental Provider?

After you pick a provider:

- Call the dental office to make an appointment.
- Tell the office you are covered by Delta Dental Utah Medicaid Dental Services.
- Ask the office to confirm that he or she is a Delta Dental contracting provider for the Delta Dental Utah Medicaid Dental Services program.

What if I need to cancel a dental visit?

If you cannot keep the appointment, be sure to call the dental office to cancel the appointment. If not, you may be responsible to pay.

Can a clinic be my Primary Dental Provider?

Yes. A Federally Qualified Health Center can be your PDP.

How many times can I change my Primary Dental Provider?

You can change your PDP as many times as you like. Call us before the 15th of any month to ask for the change. We will then notify your new PDP.

How can I change the Primary Dental Provider?

You can change your PDP by calling us at 1-866-467-4219 (toll-free). Or you can write to us at:

Utah Medicaid Dental Services
Delta Dental Insurance Company
P.O. Box is 1803
Alpharetta, GA 30023

If I change my Primary Dental Provider, when can I start getting services from that provider?

Call or write to us. The change will be immediate. You can get services from your new provider right away.

Is there any reason I might be denied if I ask to change my Primary Dental Provider?

We might turn down your request for one of the reasons listed below:

- The PDP you want to change to is not accepting new patients.
- The PDP you want to change to does not provide the types of dental services you or your child needs.

Can I choose to go to a dentist who is not my Primary Dental Provider?

No, you must see your PDP, except for emergency care. Please call us at 1-866-467-4219, and we will help you find another provider. In cases of emergency, if there is no contracting provider

within a reasonable distance of your home you may visit an out of network dentist.

What if I choose to go to a dentist that is out-of-network?

You will have to pay for any out-of-network services not authorized by Delta Dental, except for emergency care.

What if I choose to go to a dentist that does not accept Medicaid?

You will have to pay for any dental services that are done by dentists that do not accept Medicaid, except for emergency care.

How do I get dental care after the Primary Dental Provider's office is closed?

If you or your child needs dental care after the office is closed and it is not an emergency, you can call the PDP and leave a message with the answering service. The provider's staff will call you back when the office reopens.

If you or your child needs emergency dental work after the office has closed:

- Visit the nearest emergency room; or
- Call 911

What happens if my Primary Dental Provider leaves the dental plan?

If your PDP leaves the network, we will let you know. We will also send you a directory so you can choose a new provider. If you have any questions, please call us at 1-866-467-4219.

CHANGING DENTAL PLANS

Can I change to a different dental plan? Whom do I call?

You can change your dental plan:

- Each year during open enrollment.
- After you choose a dental plan you have 90 days to decide if you want to make a change.
- If your dental plan is not working for you, contact your Health Program Representative.
- Changing your dental plan may change the dentist you can use.

Please call a Health Program Representative at 1-866-608-9422 to change your dental plan. This is a free call.

Can Delta Dental drop me from their dental plan?

A dental plan can ask that a member be removed from their plan for the following reasons:

- The member misuses their Medicaid or Delta Dental ID card or loans it to another person,
- The member is disruptive, unruly, or uncooperative at the dentist's office, or
- The member refuses to follow the dental plan's rules and restrictions.

BENEFITS

What are my dental benefits with Medicaid?

Please see the Coverage section of this handbook starting on page 34. It gives you information on your dental benefits.

This dental plan:

- Covers dental treatment using the most cost-effective option.
- Is consistent with good professional practice.
- Is limited to the benefit level for the least costly, most appropriate choice.

You may be responsible for charges in excess of the covered dental benefit.

How do I get these services?

You will need to make an appointment with a Primary Dental Provider to get services for you or your child.

What services are not covered?

Services that are not covered are found in the Excluded Services list of this handbook.

How much do I have to pay for dental care?

For covered dental services, you pay nothing. You must pay for services not covered by Medicaid. (Please see the answer to the next question for the services that are not covered.)

When do I have to pay for services?

You can be asked to pay for services when:

- You agreed in writing with your Provider to get a service that is not a Medicaid benefit;
- You agreed in writing with your Provider to pay for the services and have gotten services not allowed by Delta Dental;

- You have had an Appeal or State Fair Hearing decision that was adverse and received disputed services during the Appeal or State Fair Hearing process at your request;
- You have become ineligible for Medicaid for any portion of the time period during which services were provided; and
- Services that you or your child receives before dental coverage starts.

Any written agreements with your provider must state the service and the amount to be paid by you. The agreement must be in writing prior to treatment.

How much do I have to pay for services not covered by Medicaid?

You must pay for:

- Non-covered or optional dental services that you choose to have done.
- Services that you receive more often than is allowed by the plan.
- Services provided by a non-contracting dentist, except for emergency care.
- Services that exceed the limits specified in the Coverage section of this handbook.

How do I get drugs the dentist has ordered (prescriptions)?

Prescriptions are covered by your Medicaid health plan. You may contact your health plan or Medicaid at 1-800-662-9651 if you have questions.

Whom do I call if I have problems getting drugs the dentist ordered (prescriptions)?

Please call UDOH at 1-800-662-9651 (toll-free).

Restriction Program

If you are enrolled in the Restriction Program, and your PDP writes you a prescription, you must talk to the Restriction Program staff about which pharmacy to use. You can contact them by calling (801) 538-9045 or toll-free 1-800-662-9651 (press #900).

DENTAL CARE AND OTHER SERVICES

What is routine dental care?

Routine dental care includes:

- Diagnostic and preventive visits.
- Services such as fillings, crowns, root canals, and extractions.

How soon can I expect to be seen?

You can expect an appointment to be scheduled within:

- 21 days for routine services.
- 24 hours for urgent care services.

What are emergency dental services?

Emergency medical condition is an illness or injury that must be cared for right away and might cause the following:

- Place you in danger of being hurt very seriously.
- Prevent your body or organs from working.

The following covered services are considered emergency services:

- Offered by a provider that is qualified to offer these services.
- Needed to evaluate or stabilize an emergency medical condition.

Does Medicaid cover emergency dental services or post-stabilization services?

Medicaid covers dental services you get in a hospital. This includes services the doctor provides and other services you or your child might need, like anesthesia.

If you are enrolled in a Medicaid health plan, the health plan will pay for these services. If you are not enrolled in a health plan, the Utah Department of Health will pay for these services.

How do I get emergency dental care or post-stabilization care services and whom do I call?

Prior Authorization is not required for Emergency Services through the Medicaid program. You have the right to use any provider, hospital or other setting for emergency care. Call 911 if you think your life is in danger. You can call your Primary Dental Provider to find out how you can get emergency dental services. If the office is closed, do one of the following:

- Go to the nearest dentist or Emergency Room; or
- Call 911.

How soon can I expect to be seen?

If you have an emergent need, you should get care right away.

Urgent needs should get care within 24 hours. If you are not sure a problem is urgent, call your Primary Dental Provider or Delta Dental at 1-866-467-4219. You should get urgent dental services no later than 24 hours after you call.

If you need routine dental care when traveling, call us toll-free at 1-866-467-4219 and we will help you find a dentist.

If you need emergency dental services while traveling, go to a nearby hospital or call 911.

What if I need dental services when I am out of the country?

Dental services performed out of the country are not covered by Medicaid.

What if I need to see a special dentist (specialist)?

Please call your PDP or call us toll-free at 1-866-467-4219.

How soon can I expect to be seen by a specialist?

- If the specialist is providing urgent care, you will be seen no later than 24 hours from the time you contact them.
- If the specialist is providing therapy or you need to see the specialist to get a diagnosis, you will be seen no later than 14 days from the time you ask for services.
- If the specialist is providing services to prevent teeth problems, you will be seen no later than 21 days from the time you ask for services.

What dental services do not need a referral?

Any service not provided by your PDP requires a referral. Please call us at 1-866-467-4219.

What if I get a bill from the dentist? Whom do I call?

Call us toll-free at 1-866-467-4219 if you get a bill from your dentist.

What information will Delta Dental need?

When you call, have your Delta Dental Medicaid member ID card and the bill that you received from the dentist.

What do I have to do if I move?

If you move, contact the Utah Department of Workforce Services at 1-866-435-7414 to update your address.

INTERPRETIVE SERVICES

Can someone interpret for me when I talk with the dentist?

Yes. We can help you:

- Make a dental appointment.
- Find a dentist who speaks your language.
- Find a dental office that has an interpreter available.
- Arrange for an interpreter to go to the dentist with you.
- Arrange for an interpreter to talk to you about dental information.

We do not charge you for these services.

You do not have to use family members or friends as interpreters.

Whom do I call for an interpreter?

Call us toll-free at 1-866-467-4219.

How far ahead of time do I need to call?

In most cases, we need at least 48 hours notice. However, you should call us as soon as you have made an appointment with the dentist.

How can I get a face-to-face interpreter in the dentist's office?

Call us if you want to have an interpreter with you in the dental office during an appointment. We will:

- Ask you for the language that you speak.
- Ask you for the dentist's information.
- Schedule an interpreter for your appointment (the interpreter will meet you at the dental office).

- Call you back to confirm that an interpreter has been scheduled.

TRANSPORTATION SERVICES

How do I get transportation services?

Call the Department of Workforce Services at 1-866-435-7414 to find out if you are eligible for transportation and what form of transportation would be best to meet your needs.

MEMBER RIGHTS AND RESPONSIBILITIES

What are my rights and responsibilities?

Member Rights:

1) You have the right to get correct, easy to understand information. This is to help you make good choices about your dentists and other providers.
2) You have the right to know how your dentists are paid. You have a right to know about what those payments are and how they work.
3) You have the right to know:
   - How Delta Dental decides about whether a service is covered and/or medically necessary
   - Who in Delta Dental's office decides those things.
4) You have the right to know the names of the PDP and other providers enrolled with Delta Dental.
5) You have the right to pick from a list of providers that is large enough so that you can get the right kind of care when you need it.
6) You have the right to take part in all the choices about your dental care.
7) You have the right to speak for yourself or your child in all treatment choices.
8) You have the right to get a second opinion from another provider about what kind of treatment you or your child needs.
9) You have the right to be treated fairly by Delta Dental dentists and other providers.
10) You have the right to:
    - Talk to your dentists and other providers in private
    - To have your dental records kept private
    - To look over and copy your dental records
    - To ask for changes to those records.
11) You have a right to know that providers who care for you can advise you about:

- Health status
- Dental care
- Treatment

Providers include:

- Dentists
- Hospitals
- Other providers

Your dental plan cannot prevent them from giving you this information, even if the care or treatment is not a covered service.

12) You have a right to know that you are not responsible for paying for covered services. Dentists cannot require you to pay any other amounts for covered services.
13) You have the right to get medical care no matter what your race, color, nationality, disability, sex, religion or age.

Contact the nondiscrimination coordinator at: 1-866-467-4219 for:

- Any questions related to our policy of non-discrimination,
- Or to file a Grievance for violations of this policy.

Member Responsibilities:

You and Delta Dental both care to see your dental health improve. You can help by being responsible for:

1) You must try to follow healthy habits.
2) Be involved in the dentist's decisions. This may be about you or your child's treatments.
3) You must work together with providers to pick treatments that you have all agreed upon.
4) If you have a disagreement with Delta Dental, you must try first to resolve it using Delta Dental’s Grievance process.

5) You must learn about what Delta Dental Medicaid does and does not cover. You must read your Member Handbook to understand how the rules work.
6) If you make an appointment, you must try to get to the dentist's office on time. If you cannot keep the appointment, be sure to call and cancel it.
7) You must report waste abuse and fraud. This may be about Delta Dental, or other dental or medical plans.

If you think you have been treated unfairly or discriminated against, call the U.S. Department of Health and Human Services (HHS) toll-free at 1-800-368-1019.

You also can view information at HHS Office of Civil Rights online at: www.hhs.gov/ocr.

GRIEVANCE PROCESS

What is a Grievance?

A Grievance is a complaint about:

- The quality of care you received
- A Delta Dental provider being rude to you
- Your rights were not respected by a Delta Dental staff member
- Not being treated fairly, or feeling you were denied your member rights or discriminated against
- A Delta Dental provider won't see you in a reasonable amount of time

How do I file a Grievance?

You, someone acting on your behalf with your approval, or your Dental provider may file a Grievance by:

- Calling Member Services at 1-866-467-4219 and asking to file a Grievance; or
- Sending a Grievance form or letter to:

  Delta Dental Insurance Company
  Quality Management Department
  P.O. Box 1860
  Alpharetta, GA 30023

If you need help filing a Grievance, call Member Services at 1-866-616-1475. We have translators and help for those with hearing problems.

How long does it take to get a Grievance decision?

If we can, we will solve your problem over the phone before it becomes a Grievance. If we get a Grievance, we will make a decision as soon as we can. Most of the time, we can make a

decision within 45 days. After a decision is made, we will send you a letter about it.

Sometimes we cannot make a decision within 45 days. If this happens, we will send you a letter. The letter lets you know why we need more time. The letter asks for 14 more days to solve the Grievance.

What is a Quick Grievance?

If waiting up to 45 days would really harm your health, life or ability to function, you can ask for a Quick Grievance. This kind of Grievance will be done in 72 hours (three days) or sooner, if we can. If we cannot do a Quick Grievance, we will send you a letter. The letter will explain why. It will also tell you when a Grievance decision will be made.

OTHER ACTIONS

What is an Action?

An Action is when Delta Dental:

- Denies care or approves less care than you wanted
- Denies a covered dental service you had
- Decreases the amount of care or ends care, which we had approved and you still want
- Denies payment for care that you may be responsible to pay for
- Denies a request by your Primary Dental Provider to refer you to a dental specialist
- Does not take care of an Appeal or Grievance as soon as needed

If we take an Action, we will send you a Notice of Action. The Notice will tell you about the Action we are taking and how you can appeal the action. If you have a question about an Action, call Member Services at 1-866-467-4219.

Most problems can be solved by Member Services. If you are unhappy with how things go with Member Services, you can file an Appeal about the Action. If your problem is about something other than an Action, you can file a Grievance.

APPEAL PROCESS

What is an Appeal?

An Appeal is when you ask us to review an Action we have taken to see if we made the right decision.

How long does an Appeal take?

We usually make a decision within 30 days after we get an Appeal. If we need more time and you agree, we may take 14 more days. If we need more time, we will write you a letter.

What is a Quick Appeal?

If waiting 30 days would really harm your health life or ability to function, you can ask for a Quick Appeal. If we cannot do a Quick Appeal, we will send you a letter. The letter will explain why. It will also tell you when an Appeal decision will be made.

How do I file for an Appeal?

To be accepted, an Appeal must be received within 30 calendar days from date of our Notice of Action. If you want to continue receiving services that we planned to decrease or end, it must be received within 10 calendar days from the date of our Notice of Action.

You, someone acting on your behalf, or your Dental provider can file an Appeal by:

- Calling Member Services at 1-866-467-4219 and ask to file an Appeal; or
- Sending an Appeal form or letter to:

  Delta Dental Insurance Company
  Quality Management Department
  P.O. Box 1860
  Alpharetta, GA 30023

If you need help filing an Appeal, call Member Services at 1-866-467-4219. We have translators and help for those with hearing problems.

Can someone acting on my behalf help with my Appeal?

You can file an Appeal yourself or you can have someone help you. A family member, friend, clergy, or even your Medicaid Dental Provider can agree to help you file an appeal. If you want someone to be your agent, you will also have to call Member Services at 1-866-467-4219 and tell us.

The Appeals Process

You will have the chance to send us any information you want. We will look at it. You will also be able to see your file and any papers we looked at during the Appeal process.

People who were not part of the first decision will decide. If the decision was based on healthcare findings, the person(s) looking at the Appeal will be a healthcare expert.

In some cases, you can ask for and get care during an Appeal or State Fair Hearing.

What if I don’t agree with a Decision?

If we rule against you or can’t make a decision as soon as needed, you can ask for a State Fair Hearing. Information about how to ask for a State Fair Hearing is on page 31.

QUICK APPEAL

What is a Quick Appeal?

If waiting 30 days would really harm your health, life or ability to function, you can ask for a Quick Appeal. After we get a Quick Appeal, we make a decision within 72 hours (three days) or sooner. If we cannot do a Quick Appeal, we will send you a letter. The letter will explain why. It will also tell you when an Appeal decision will be made.

How do I ask for a Quick Appeal?

Call us at 1-866-467-4219 (toll-free) or write to us at:

Utah Medicaid's Dental Services
Delta Dental Insurance Company
P.O. Box 1860
Alpharetta, GA 30023

Does my request for a Quick Appeal have to be in writing?

No. We will accept your request by phone or in writing.

How long does a Quick Appeal take?

Within 3 business days after we receive your expedited Appeal, we will:

- Review it.
- Make a decision on it.
- Send you written notice of our decision.

What happens if Delta Dental says they won't do a Quick Appeal?

We will call you and tell you why we denied your request. We will also send you a letter with that information within 2 business days.

Who can help me file a Quick Appeal?

We can help you file an expedited Appeal. Call us toll-free at 1-866-467-4219.

STATE FAIR HEARING

What is a State Fair Hearing?

If you are not happy with a decision, you have the right to a state fair hearing. You, someone acting on your behalf, or your Provider can request a State Fair Hearing within 30 days. We will send a letter that will tell you how to ask for the hearing. The letter will tell you about asking to receive continued care during an Appeal and State Fair Hearing. We will give you the forms needed. The request must be mailed to the address on the form. It must be mailed within 30 days of the date on our letter.

What is the time frame for asking for a State Fair Hearing?

If you want to challenge a decision made by Delta Dental, you or your representative must ask for the Fair Hearing within 30 days of the date on Delta Dental's letter with the decision. If you do not ask for the Fair Hearing within 30 days, you may lose your right to a Fair Hearing.

Send your Request To:

Via U.S. Post Office:
Director's Office/Formal Hearings
Division of Medicaid and Health Financing
PO Box 143105
Salt Lake City, UT 84114-3105

Telephone: 801-538-6576
Fax: 801-536-0143

Via UPS or FedEx:
Director's Office/Formal Hearings Division of Medicaid and Health Financing
288 North 1460 West
Salt Lake City, UT 84116-3231

FRAUD INFORMATION

Do you want to report Medicaid waste, abuse, or fraud?

Let us know if you know someone that is doing something wrong. Doing something wrong could be waste, abuse, or fraud. Waste, abuse or fraud is against the law. This could be a:

- Doctor,
- Dentist,
- Pharmacist at a drug store,
- Other health care provider, or
- A person who gets Medicaid benefits

For example, tell us if you think someone is:

- Getting paid for Medicaid services that weren't given or necessary
- Not telling the truth. Such as about a medical condition to get medical treatment
- Letting someone else use a Medicaid Dental ID
- Using someone else's Medicaid Dental ID
- Not telling the truth. Such as about the amount of money or resources he or she has to get benefits

How do I report someone who is misusing/abusing Medicaid dental benefits?

To make a report do one of the following:

- Call the OIG Hotline at 1-855-403-7283
- Visit https:// oig.utah.gov and click "Report Fraud, Waste and Abuse" to complete the online form
- E-mail Utah OIG at: mpi@utah.gov
- Call our Member Hotline at 1-866-467-4219

- Visit www.deltadentalins.com/ut-medicaid and complete the waste, abuse, and fraud reporting form
- Write to us at:

  Utah Medicaid Dental Services
  Delta Dental Insurance Company
  P.O. Box 1803
  Alpharetta, GA 30023

COVERAGE

Services not described here or are listed in the Excluded Services Section are not covered.

General Benefits:

- Check-ups, x-rays and cleanings every six months
- Tooth colored fillings for front teeth and a few small fillings on back teeth
- Silver fillings for back teeth
- Root canal treatment for certain teeth
- Remove the soft inner part of the tooth (pulp) for infected baby teeth
- Pulling teeth
- Dentures, partial dentures
- Space maintainers for children with missing teeth
- Some orthodontic care for children
- Some specialty care or surgical centers for care under general anesthesia
- Emergency exams for problems such as pain

This section lists the dental benefits and services offered through Utah Medicaid's Dental Services. These services:

- Must be necessary for your dental health.
- Must be consistent with professionally recognized standards of practice.
- Are subject to the exceptions and limitations listed here, the UDOH website (www.health.utah.gov/medicaid), and in the Excluded Services section of this handbook.

Yearly Coverage Limits

There is no yearly coverage limit for Medicaid services. If your services are covered, you pay nothing.

You must pay for:

- Services that you received before your dental coverage starts.
- Non-covered or optional dental services that you choose to have done.
- Services received more often than is allowed by the plan.
- Services provided by a non-contracting dentist, except for emergency care.
- Services that exceed the limits specified in the Coverage section of this handbook.

Code	Description	Enrollee pays
Diagnostic Services		
D0120	Periodic oral evaluation - established patient	No Cost
D0140	Limited oral evaluation - problem focused	No Cost
D0150	Comprehensive oral evaluation - new or established patient	No Cost
Preventive Services		
D0470	Diagnostic Casts	No Cost
D1110	Prophylaxis - Adult	No Cost
D1120	Prophylaxis - Child	No Cost
D1206	Topical Fluoride Varnish; Therapeu Appl High Risk	No Cost
D1351	Sealant - Per Tooth (not a covered benefit for pregnant women)	No Cost
D1510	Space Maintainer-Fixed Unilateral (not a covered benefit for pregnant women)	No Cost
D1515	Space Maintainer - Fixed Bilateral (not a covered benefit for pregnant women)	No Cost
D1520	Space Maintainer - Removable Unilateral (not a covered benefit for pregnant women)	No Cost
D1525	Space Maintainer - Removable Bilateral (not a covered benefit for pregnant women)	No Cost
D1550	Recementation of Space Maintainer (not a covered benefit for pregnant women)	No Cost

Code	Description	Enrollee pays
Radiographic Services		
D0210	Intraoral - Complete Series (Including Bitewings)	No Cost
D0220	Intraoral - Periapical - First Film	No Cost
D0230	Intraoral - Periapical - Each Additional Film	No Cost
D0270	Bitewing - Single Film	No Cost
D0272	Bitewings – Two Films	No Cost
D0274	Bitewings - Four Films	No Cost
D0330	Panoramic Film	No Cost
Restorative Services		
D2140	Amalgam - One Surface, Primary Or Permanent	No Cost
D2150	Amalgam - Two Surfaces, Primary Or Permanent	No Cost
D2160	Amalgam - Three Surfaces, Primary Or Permanent	No Cost
D2161	Amalgam - Four Or More Surfaces, Primary Or Permanent	No Cost
D2330	Resin - One Surface, Anterior	No Cost
D2331	Resin - Two Surfaces, Anterior	No Cost
D2332	Resin - Three Surfaces, Anterior	No Cost
D2335	Resin - 4 Or More Surface/Involv Incisal Angle,Anter	No Cost
D2391	Resin - Based Composite,One Surface,Posterior	No Cost

Code	Description	Enrollee pays
D2392	Resin - Based Composite,Two Surfaces,Posterior	No Cost
D2393	Resin - Based Composite,Three Surfaces,Posterior	No Cost
D2394	Resin - Based Composite,Four Or + Surfaces,Posterior	No Cost
D2751	Crown - Porcelain Fused To Predominately Base Metal (not a covered benefit for pregnant women)	No Cost
D2920	Recement Crown	No Cost
D2930	Prefabricated Stainless Steel Crown - Primary Tooth	No Cost
D2931	Prefabricat Stainless Steel Crown - Permanent Tooth	No Cost
D2950	Core Build - Up, Including Any Pins	No Cost
D2951	Pin Retention - Per Tooth,In Addition To Restoration	No Cost
D2954	Prefabricated Post And Core In Addition To Crown	No Cost
D2980	Crown Repair, By Report	No Cost
Endodontics		
D3220	Therapeutic Pulpotomy, (Excl Final Restor) Appl Medi	No Cost
D3310	Root Canal Therapy,Anterior(Exclud Final Restor)	No Cost
D3320	Root Canal Therapy, Bicuspid(Exclud Final Restorat)	No Cost

Code	Description	Enrollee pays
D3330	Root Canal Therapy,Molar(Exclud Final Restoration)	No Cost
D3410	Apicoectomy / Periradicular Surgery - Anterior	No Cost
D3421	Apicoectomy/Periradicular Surg - Bicuspid(1St Root)	No Cost
D3425	Apicoectomy/Periradicular Surgery - Molar(1St Root)	No Cost
D3426	Apicoectomy/Periradicular Surgery (Ea Addtl Root)	No Cost
D3430	Retrograde Filling - Per Root	No Cost
Periodontics		
D4210	Gingivectomy - Oplasty,4 Or>Contig/Bound Teeth,Quad	No Cost
D4341	Periodontal Scaling/Root Planing - 4 Or>Contig,Quad	No Cost
D4355	Full Mouth Debride Comprehensive Eval & Diagnosis	No Cost
D5110	Complete Upper Dentures(Includ Postdelivery Care)	No Cost
D5120	Complete Lower Dentures(Includ Postdelivery Care)	No Cost
D5130	Immediate Upper Dentures(Includ Postdelivery Care)	No Cost
D5140	Immediate Lower Dentures (Includ Postdelivery Care)	No Cost

Code	Description	Enrollee pays
D5211	Upper Partial - Resin Base(Incl Clasp,Rests & Teeth)	No Cost
D5212	Lower Partial - Resin Base(Incl Clasps,Rests,Teeth)	No Cost
D5213	Upper Partial - Cast Metal Frame W Resin Denture Base	No Cost
D5214	Lower Partial - Cast Metal Frame W Resin Denture Base	No Cost
D5410	Adjust Complete Denture - Upper	No Cost
D5411	Adjust Complete Denture - Lower	No Cost
D5421	Adjust Partial Denture - Upper	No Cost
D5422	Adjust Partial Denture - Lower	No Cost
Denture Adjustments, Repairs, Relines		
D5510	Repair Broken Complete Denture Base	No Cost
D5520	Replace Missing Or Broken Teeth - Complete Denture	No Cost
D5610	Repair Resin Denture Base - Partial Denture	No Cost
D5630	Repair Or Replace Broken Clasp	No Cost
D5640	Replace Broken Teeth - Per Tooth	No Cost
D5650	Add Tooth To Existing Partial Denture	No Cost
D5660	Add Clasp To Existing Partial Denture	No Cost
D5750	Reline Complete Upper Denture (Laboratory)	No Cost

Code	Description	Enrollee pays
D5751	Reline Complete Lower Denture (Laboratory)	No Cost
D5760	Reline Upper Partial Denture (Laboratory)	No Cost
D5761	Reline Lower Partial Denture (Laboratory)	No Cost
Maxillofacial Prosthodontics		
D5931	Obturator Prosthesis, Surgical	No Cost
D5932	Obturator Prosthesis, Definitive	No Cost
D5954	Palatal Augmentation Prosthesis	No Cost
D5955	Palatal Lift Prosthesis	No Cost
Oral Surgery		
D7111	Extraction,Coronal Remnants - Deciduous Tooth	No Cost
D7140	Extraction,Erupted Tooth Or Exposed Root	No Cost
D7210	Surg Removal Erupted Tooth Req Elev Flap,Bone Rmvl	No Cost
D7220	Removal Of Impacted Tooth - - Soft Tissue	No Cost
D7230	Removal Of Impacted Tooth - - Partially Bony	No Cost
D7240	Removal Of Impacted Tooth - - Completely Bony	No Cost
D7270	Tooth Reimplant/Stabiliz Accident Evulse/Displaced	No Cost
D7280	Surgical Access Of An Unerupted Tooth	No Cost
D7283	Placement of Dev Facilitate Eruption Impacted Tooth	No Cost

Code	Description	Enrollee pays
D7286	Biopsy Of Oral Tissue - Soft	No Cost
D7410	Excision Of Benign Lesion Up To 1.25 Cm	No Cost
D7411	Excision Of Benign Lesion Greater Than 1.25 Cm	No Cost
D7412	Excision Of Benign Lesion,Complicated	No Cost
D7413	Excision Of Malignant Lesion Up To 1.25 Cm	No Cost
D7414	Excision Of Malignant Lesion Greater Than 1.25 Cm	No Cost
D7471	Removal Of Lateral Exostosis (Maxilla Or Mandible)	No Cost
D7510	Incision & Drainage Of Abcess - Intraoral Soft Tiss	No Cost
D7610	Maxilla - Open Reduction(Teeth Immobilize If Presnt)	No Cost
D7620	Maxilla - Closed Reduction(Teeth Immobil If Presnt)	No Cost
D7630	Mandible - Open Reduction(Teeth Immobil If Present)	No Cost
D7640	Mandible - Closed Reduction(Teeth Immobil If Presnt)	No Cost
D7670	Alveolus - Close Reduc,May Include Stabiliz Of Teeth	No Cost
D7910	Suture Of Recent Small Wounds Up To 5 Cm	No Cost

Code	Description	Enrollee pays
D7960	Frenulectomy (Frenctomy/Frenotomy) Separate Procedure	No Cost
D7999	Unspecified Oral Surgery Procedure, By report	No Cost
Orthodontia		
D8080	Comprehensive Orthodontic Treat,Adolescent Dentitn	No Cost
D8670	Periodic Orthodontic Treatment Visit	No Cost
D8680	Orthodontic Retention	No Cost
D8690	Orthodonitc Treatment (Alternative Billing)	No Cost
D8692	Replacement Of Lost Or Broken Retainer	No Cost
D8999	Unspecified Orthodonic Procedure By Report	No Cost
Adjunctive General Services		
D9110	Palliative(Emer)Trtmnt Dentl Pain - Minor Procedure	No Cost
Sedation & General Anesthesia		
D9223	General Anesthesia Each 15 Min	No Cost
D9243	IV Sedation Each 15 min	No Cost
D9248	Non - Intravenous Conscious Sedation	No Cost
After Hours Office Visit		
D9440	Office Visit - After Regularly Scheduled Hours	No Cost

Code	Description	Enrollee pays
Other Misc.		
D9310	Consultation(Diag Srvc By Dentist O/T Treat Pract)	No Cost
D9420	Hospital Call	No Cost
D9951	Occlusal Adjustment – Limited	No Cost
D9999	Unspecified Adjuntive Procedure By Report	No Cost

Excluded Services

For questions about where to access benefits not covered under your Medicaid Dental Program please see the Resources Section of this manual or call: 1-866-467-4219.

Medicaid does **NOT** cover the following dental services:

- Multiple surface composite resin fillings on posterior teeth
- Cast crowns (porcelain fused to metal) on posterior permanent teeth or on primary teeth
- Pulpotomies or pulpectomies on permanent teeth, except in the case of an open apex
- Fixed bridges or pontics
- Dental implants, including but not limited to endosteal implants, eposteal implants, transosteal implants, subperiosteal implants
- Tooth transplantation
- Ridge augmentation
- Osteotomies
- Vestibuloplasty
- Alveoloplasty
- Occlusal appliances, habit control appliances or interceptive orthodontic treatment
- Treatment of temporomandibular joint syndrome or its prevention, sequela, subluxation, therapy, arthrostomy, meniscectomy or condylectomy
- House calls
- Consultation or second opinions not requested by Medicaid
- Processing claim forms
- Charges for laboratory tests or pathology reports (The laboratory or pathologist must bill the charges directly to Medicaid.)
- General anesthesia for removal of an erupted tooth
- Periodontal scaling, root planing, and periodontal surgery

- Oral sedation and behavior management fees. Medicaid will pay a pharmacy to dispense orally administered medications
- Temporary dentures or temporary stayplate partial dentures
- Limited orthodontic treatment, including removable appliance therapies
- Removable appliances in conjunction with fixed banded treatment
- Habit control appliances
- Incomplete Root Canal

RESOURCES

Resource	Number
Baby Your Baby Hotline	1-800-826-9662
Blind and Visually Impaired Salt Lake City	1-801-323-4343
Toll Free	1-800-284-1823
CAP (Community Action Program)	1-800-796-2444
CHEC (Child Health Evaluation and Care) Program See Local Health Dept	
Child Protective Services in Salt Lake County	1-801-281-5151
Other counties dial 211 and ask for the number for your county	
CHIP (Child Health Insurance Program)—Toll Free	1-877-543-7669
CSHCS (Children's Special Health Care Services)—Toll Free	1-800-829-8200
Constituent Services	
Medicaid	1-877-291-5583
DWS	1-800-331-4341
Deaf, Utah Association for the, Inc (TTY)	1-801-263-4860
DSPD (Division of Services to People with Disabilities)	1-801-264-7620
DWS (Department of Workforce Services)	1-866-435-7414
FQHC (Federally Qualified Health Centers) (income based fees)	
Midtown Community Health Center	1-801-393-5355
Mountainlands Community Health Center	1-801-374-9660
Health Clinics of Utah	
Ogden	1-801-626-3670
Provo	1-801-374-7011
Salt Lake City	1-801-715-3500

Resource	Number
Health Plans	
Health Choice Utah – Toll Free	1-877-358-8797
Healthy U	1-801-587-6480
Toll Free	1-888-271-5870
Molina	1-801-858-0400
Toll Free	1-888-483-0760
Select Access (Medicaid Info Line)	1-801-538-6155
Toll Free	1-800-662-9651
HPR (Health Program Representatives)	1-801-526-9422
Toll Free	1-866-608-9422
Information & Referral	211
Medicaid Information Line	
Toll Free	1-800-662-9651
Medicare Information Toll Free	1-800-633-4227
Mental Health Centers	
Davis Mental Health	
Counties: Davis	1-801-773-7060
OptumHealth Mental Health	
County: Salt Lake	1-877-370-8953
Weber Mental Health	
County: Weber	1-801-625-3700
Wasatch Mental Health	
County: Utah	1-801-373-4760
PCN (Primary Care Network) – Toll Free	1-888-222-2542
Planned Parenthood Clinics – Toll Free	1-800-230-7526
Poison Control – Toll Free	1-800-222-1222
Pregnancy Risk Line – Toll Free	1-800-822-2229
Restriction Program	1-801-538-9045
Toll Free	1-800-662-9651 ext 900
WIC (Women, Infants and Children)	
Toll Free	1-800-662-3638

NOTICE OF PRIVACY PRACTICES

Confidentiality of Your Health Care Information

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

This notice is required by law to tell you how Delta Dental Insurance Company and its affiliates, including Delta Dental of California ("Delta Dental") protect the confidentiality of your health care information in our possession. Protected Health Information (PHI) is defined as any individually identifiable information regarding a patient's medical/dental history; mental or physical condition; or treatment. Some examples of PHI include your name, address, telephone and/or fax number, electronic mail address, social security number or other identification number, date of birth, date of treatment, treatment records, x-rays, enrollment and claims records. Delta Dental receives PHI from you, your provider, a broker or other person involved in the administration of your program, or other persons listed in this notice. Delta Dental receives, uses and discloses your PHI to administer your benefit plan or as permitted or required by law. Any other disclosures of your PHI are prohibited.

We must follow the privacy practices that are described in this notice. However, we may change this notice and make the new notice effective for all of your PHI that we maintain. If we make any substantive changes to our privacy practices, we will promptly change this notice and redistribute to you within 60 days of the change to our practices. You may also request a copy of this notice from the Delta Dental privacy office (refer to the Contact section at the end of this notice). You should receive a copy of this notice at the time of enrollment in a Delta Dental program, and we will notify you of how you can receive a copy of this notice every three years.

Permitted Uses and Disclosures of Your PHI

We are permitted to use or disclose your PHI without your prior authorization for the following purposes. These permitted uses and/or disclosures include disclosures to you, uses and/or disclosures for purposes of health care treatment, payment of claims, billing of premiums, and other health care operations. We may provide PHI to the Utah Department of Health for purposes of administering your dental benefits for the Utah Medicaid Dental Services. We may disclose PHI to third parties that perform services for Delta Dental or Utah Medicaid Dental Services in the administration of your benefits. These parties are required by law to sign a contract agreeing to protect the confidentiality of your PHI. Your PHI may be disclosed to an affiliate that performs services for Delta Dental in the administration of your benefits. These affiliates have implemented privacy policies and procedures and comply with applicable federal and state law.

We are also permitted to use and/or disclose your PHI to comply with a valid authorization, to notify or assist in notifying a family member, another person, or a personal representative of your condition, to assist in disaster relief efforts, and to report victims of abuse, neglect, or domestic violence. Other permitted uses and/or disclosures are for purposes of health oversight by government agencies, judicial, administrative, or other law enforcement purposes, information about deceased to coroners, medical examiners and funeral directors, for research purposes, for organ donation purposes, to avert a serious threat to health or safety, for specialized government functions such as military and veterans activities, for workers compensation purposes, and for use in creating summary information that can no longer be traced to you. We are also permitted to incidentally use and/or disclose your PHI during the course of a permitted use and/or disclosure, but we must attempt to keep incidental uses and/or disclosures to a minimum. We use administrative, technical, and physical safeguards to maintain the privacy of your PHI, and we must limit the use and/or

disclosure of your PHI to the minimum amount necessary to accomplish the purpose of the use and/or disclosure.

Examples of Uses and Disclosures of Your PHI for Treatment, Payment or Healthcare Operations

Such activities may include but are not limited to: processing your claims, collecting enrollment information and premiums, reviewing the quality of health care you receive, providing customer service, resolving your grievances, and sharing payment information with your dentist or Medicaid. Additional examples include the following.

- Uses and/or disclosures of PHI in facilitating treatment.
- For example, Delta Dental may use or disclose your PHI to determine eligibility for services requested by your dentist.
- Uses and/or disclosures of PHI for payment.
- For example, Delta Dental may use and disclose your PHI to pay a dental claim submitted by your dentist.
- Uses and/or disclosures of PHI for health care operations.
- For example, Delta Dental may use and disclose your PHI to review the quality of care provided by our network of dentists.

Disclosures Delta Dental Must Make Without an Authorization

We are required to disclose your PHI to you or your authorized personal representative (with certain exceptions), when required by the U.S. Secretary of Health and Human Services to investigate or determine our compliance with law, and when otherwise required by law. Delta Dental must disclose your PHI without your prior authorization in response to the following:

- Court order;
- Order of a board, commission, or administrative agency for purposes of adjudication pursuant to its lawful authority;

Subpoena in a civil action;

- Investigative subpoena of a government board, commission, or agency;
- Subpoena in an arbitration;
- Law enforcement search warrant; or
- Coroner's request during investigations

Disclosures Delta Dental Makes With Your Authorization

Delta Dental will not use or disclose your PHI without your prior authorization if the law requires your authorization. You can later revoke that authorization in writing to stop any future use and disclosure. The authorization will be obtained from you by Delta Dental or by a person requesting your PHI from Delta Dental.

Your Rights Regarding PHI

You have the right to request an inspection of and obtain a copy of your PHI. You may access your PHI by contacting the Delta Dental privacy office listed below. You must include (1) your name, address, telephone number and identification number and (2) the PHI you are requesting. Delta Dental may charge a reasonable fee for providing you copies of your PHI. Delta Dental will only maintain that PHI that we obtain or utilize in providing your health care benefits. Most PHI, such as treatment records or X-rays, is returned by Delta Dental to the dentist after we have completed our review of that information. You may need to contact your health care provider to obtain PHI that Delta Dental does not possess.

You may not inspect or copy PHI compiled in reasonable anticipation of, or use in, a civil, criminal, or administrative action or proceeding, or PHI that is otherwise not subject to disclosure under federal or state law. In some circumstances, you may have a right to have this decision reviewed. Please contact the Delta Dental

privacy office as noted below if you have questions about access to your PHI.

You have the right to request a restriction of your PHI. You have the right to ask that we limit how we use and disclose your PHI. We will consider your request but are not legally required to accept it. If we accept your request, we will put any limits in writing and abide by them except in emergency situations. You may not limit the uses and disclosures that we are legally required or allowed to make.

You have the right to correct or update your PHI. This means that you may request an amendment of PHI about you for as long as we maintain this information. In certain cases we may deny your request for an amendment. If we deny your request for amendment, you have the right to file a statement of disagreement with us and we may prepare a rebuttal to your statement and will provide you with a copy of any such rebuttal. If your PHI was sent to us by another, we may refer you to that person to amend your PHI. For example, we may refer you to your dentist to amend your treatment chart or to Medicaid, if applicable, to amend your enrollment information. Please contact the Delta Dental privacy office listed below if you have questions about amending your PHI.

You have the right to request or receive confidential communications from us by alternative means or at a different address. We will agree to a reasonable request if you tell us that disclosure of your PHI could endanger you. You may be required to provide us with a statement of possible danger, a different address, and another method of contact or information. Please make this request in writing to the Delta Dental privacy office listed below.

You have the right to receive an accounting of certain disclosures we have made, if any, of your PHI. This right does not apply to disclosures for purposes of treatment, payment, or health care operations or for information we disclosed after we received a valid authorization from you. Additionally, we do not need to account for

disclosures made to you, to family members or friends involved in your care, or for notification purposes. We do not need to account for disclosures made for national security reasons or certain law enforcement purposes, disclosures made as part of a limited data set, incidental disclosures, or disclosures made prior to September 1, 2013. Please contact the Delta Dental privacy office listed below if you would like to receive an accounting of disclosures or if you have questions about this right.

You have the right to get this notice by E-Mail. You have the right to get a copy of this notice by e-mail. Even if you have agreed to receive notice via e-mail, you also have the right to request a paper copy of this notice.

Complaints

You may complain to us or to the U.S. Secretary of Health and Human Services if you believe that Delta Dental has violated your privacy rights. You may file a Grievance with us by notifying the Delta Dental privacy office listed below. We will not retaliate against you for filing a Grievance.

Contact

You may contact the Delta Dental privacy office at the address and telephone number listed below for further information about the Grievance process or any of the information contained in this notice.

Utah Medicaid Dental Services
Delta Dental Insurance Company
P.O. Box 1860
Alpharetta, GA 30023
1-866-467-4219

This notice is effective on and after September 1, 2013.