01.005	
Network Access and Monitoring Plan	
DDAR POLICY NUMBER: 005	**EFFECTIVE DATE:** 08/16/2017
Approved by: ☒ Compliance and Risk Committee ☒ Robert Mason, DMD, Vice President of Professional Relations ☒ Jim Couch, Senior Vice President, General Counsel, & Privacy Officer ☒ Jimmy Anthony, Director of Medicaid Operations ☒ Edie Arey, Director of Professional Relations ☒ Victoria Martin, Manager of Provider Network	
RESPONSIBLE PERSON/DEPT.: Robert Mason, DMD, Vice President, Professional Relations	**CROSS REFERENCES:** RFP, §3.3A.2, §3.9.A and L.2

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1.0 Purpose

A. Delta Dental of Arkansas (DDAR) monitors Network adequacy to ensure all medically necessary Covered Services are available to Beneficiaries on a Timely Basis, consistent with appropriate dental guidelines. DDAR collects information to meet the goal of having a sufficient number and geographic distribution of Primary Care Dentists (PCD), as well as to collect Provider data in each Network associated with the Delta Dental Smiles and Smiles for Kids programs. This data is used to monitor and evaluate the Delta Dental Smiles Network and ensure it meets all Network adequacy standards.

2.0 Policy Objectives

A. The following are the objectives of the Delta Dental Smiles Network Access and Monitoring Policy:

1. Ensure the right Provider Network size and composition.
2. Ensure regular Provider engagement.
3. Maintain a standard of care and service delivery.
4. Manage appropriate geographic access to Providers by Beneficiaries.
5. Manage timely access availability for Beneficiaries, including ease of scheduling and the ability of Providers to accept new patients.

3.0 Network Adequacy Standards

A. DDAR utilizes the following standards to measure Beneficiaries' access to oral healthcare delivery system:

1. Access to Care: Distance

a. At least 90% of Beneficiaries must have access to two or more PCDs who are accepting new patients within 30 miles of the Beneficiary's residence in urban counties and within 60 miles of the Beneficiary's residence in rural counties.

(1) *Urban:* A Metropolitan Service Area (MSA), as determined by the US Department of Commerce, which has more than 50,000 residents in the population nucleus and adjacent integrated communities.

(2) *Rural:* Geographic area represented by a postal zip code where at least 50% of the total area included in the zip code is outside any Metropolitan Service Area (MSA).

b. At least 85% of all Beneficiaries must have access to at least one specialty Provider within 60 miles of the Beneficiary's residence.

(1) *Specialty Services:* Dental services that are generally considered outside standard dental services because of the specialized knowledge required for service delivery and management, including, but not limited to, pediatric dentistry, oral surgery, endodontics, periodontics, and orthodontics.

c. At least 90% of pediatric Beneficiaries must have access to Pediatric Dental Services through two or more PCDs who are accepting new patients within 30 miles of the

Beneficiary's residence in urban counties and within 60 miles of the Beneficiary's residence in rural counties.

2. Access to Care: Time

   a. Emergency Care must be provided within 24 hours.

      (1) *Emergency Care:* Care that is medically necessary to treat acute disorder of oral health that requires dental and/or medical attention, including broken, loose, or avulsed teeth caused by trauma; infections of the soft tissues of the mouth; and complications from oral surgery, such as dry tooth socket. Additional follow-up care may be indicated.

   b. Urgent care, including urgent specialty care, must be provided within 48 hours.

      (1) *Urgent Care:* Care that does not constitute Emergency Care but that is designed to provide services that minimize the potential for Emergency Care and is needed to treat pain.

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

   d. PCDs must make referrals for Specialty Care on a Timely Basis, based on the urgency of the Beneficiary's dental condition, but no later than 30 days.

   e. Non-urgent Specialty Care must be provided within 60 days of authorization.

3. Out-of-Network Provider Billing

   a. The total dollars billed by out-of-Network Providers must be no greater than 20% of the total dollars billed to DDAR for Delta Dental Smiles Beneficiary outpatient services.

4.0 Access to Care

A. To ensure appropriate access to care, a variety of methods to address model Network demand and to identify and address any Network gaps are utilized. Continuous monitoring and reporting on the health and accessibility of the Network helps to maintain high levels of engagement. As part of the monitoring process, the DDAR Professional Relations (PR) Representatives maintain regular contact with Network dentists to understand:

   1. If anyone has joined or left a clinic,
   2. Whether a clinic has had a change of ownership,
   3. If new dentists have entered the market, and
   4. If a practice or clinic has closed.

B. New dentists added to the Network, dentists who are no longer in the Network, and other changes are tracked and documented to ensure Network data is accurate and to monitor for significant fluctuations in access.

C. Geographic Mapping, Analysis, and Reporting:

   1. DDAR utilizes a geographic analysis tool on at least a monthly basis to regularly measure Network access across the state by mapping Beneficiaries to Provider offices.
   2. As changes are identified and necessary supporting documentation has been received, the DDAR PR staff enters the changes into the DDAR Provider Contracting and Credentialing

System. The system electronically feeds regular updates to the Provider Directory and all data is available for Network adequacy monitoring.

3. Because Network changes have PCD implications, Beneficiary impact, and Network access impact, the PR team orchestrates the following concurrent activities in the event a Provider leaves the Network:

   a. Evaluate Network access implications and notify Department of Human Services (DHS) accordingly.

   b. Coordinate with the applicable DDAR personnel, including but not limited to the outreach team and Call Center, to ensure Beneficiaries are contacted to select another PCD (or one will be automatically assigned). (See Delta Dental Smiles Policy 01.010, "Primary Care Dentist (PCD)," for details on PCD assignment.)

   c. Encourage the departing Provider to identify all Beneficiaries with existing appointments and support the Provider as required to contact these Beneficiaries to schedule an appointment with another dentist.

D. DDAR updates DHS's Provider Network data in a timely and accurate manner so as not to create discrepancies in the DDAR's Provider Network data and DHS's Provider Network data. DDAR utilizes the Arkansas Provider Portal to maintain provider Network data in the DHS Medicaid Management Information System (MMIS). An electronic report on the Provider Network is available to DHS as frequently as daily, if requested, but no less than weekly.

5.0 Access to Care: Standards and Service

A. Philosophy

1. DDAR requires the Providers in its Network to provide Covered Services to Beneficiaries under Delta Dental Smiles and Smiles for Kids at the same quality level and practice standards, and with the same level of dignity and respect, as provided to non-Medicaid patients.

2. The Delta Dental Smiles Network is responsive to the linguistic, cultural, and other unique needs of any minority or disabled individuals or other special population in Arkansas Medicaid. This includes the capacity to communicate with Beneficiaries in languages other than English, when necessary, as well as with those who are deaf or hearing impaired. The DDAR Provider Directory includes the languages spoken by each Network Provider.

B. Activities

1. A key goal of DDAR is to ensure DDAR Beneficiaries receive the same standard of care no matter the line of business in which they participate.

2. The following monitoring activities may be utilized to monitor and measure whether Beneficiaries have access to care in the same manner and time frame as our commercial or exchange members:

   a. Secret shopper

   b. CAHPS survey

   c. Grievances

d. Site visits

e. Quality Assurance and Improvement Program (QAIP)

NOTE: See Delta Dental Smiles Policy 01.003, "Quality Assurance and Improvement Program (QAIP)," for more information.

3. Each Provider's ability to accept new patients is tracked using the DDAR Provider credentialing and enrollment system.
4. DDAR makes available Provider and staff training to emphasize the importance of treating every Beneficiary with the same level of dignity and respect as any other patient.
5. Details of the results of these efforts are collected and the results analyzed by the DDAR Quality Assurance and Improvement Committee (QAIC) to determine what corrective actions, if any, need to be taken. The corrective actions become action items to be reported to DHS.

6.0 Out-of-Network Providers

A. Out-of-Network Provider Approval Process

1. DDAR considers all requests for an out-of-Network referral within five business days from receipt of all appropriate documentation.
2. If the request for approval is sought directly by a Beneficiary and the request is grounded in the inability to find a dentist to provide services, DDAR first determines whether the Beneficiary and their PCD have connected as an initial step in seeking care.
3. If the Beneficiary has been unable to arrange an appointment with the PCD, DDAR contacts the Beneficiary's PCD to identify the scheduling issue. DDAR either assists in making the necessary arrangements with the PCD or, if unable to do so, contacts other general dentists in the area, focusing initially on participating Network Providers.
4. DDAR's goal is to ensure the Beneficiary receives appropriate direction from the PCD or another local general dentist on the nature of the services needed and whether the services can be provided by an In-Network dentist.
5. If prompt arrangements for care is not possible, DDAR contacts non-Network dentists qualified to provide the needed services to negotiate an agreement unique for the particular Beneficiary. The terms include:

   a. Prohibiting Balance Billing and stating DDAR's responsibility for the full amount charged by the out-of-Network Provider, including any amount over the maximum Benefit amount remaining in the Beneficiary's policy; and

   b. Prohibiting the dentist from billing the patient for the difference between any negotiated rate, except any allowable cost sharing.

6. If a dentist is unwilling to agree to these terms, DDAR arranges for another out-of-Network dentist who will agree to these terms to deliver the services.
7. Once a written agreement is reached with the out-of-Network dentist, DDAR assists in scheduling the necessary appointment and uses the opportunity to try to recruit the non-participating dentist into the Network.

B. Out-of-Network Provider QAIP Activities

1. As part of the QAIP, on at least a quarterly basis, DDAR uses claims data to evaluate referral patterns of Network Providers to identify regular non-participating Provider referrals and potential access and/or program integrity issues.

7.0 Addressing Network Adequacy Concerns

A. In the event a Network adequacy issue arises with the Delta Dental Smiles Network, a Corrective Action Plan (CAP) is developed and submitted to DHS.

B. A completed CAP is maintained, and these incidents are reviewed during the monthly Smiles Core Team meetings. (See Delta Dental Smiles Policy 01.003, "Quality Assurance and Improvement Program (QAIP)," for more information.)

C. The geographic analytical tool is used to determine where such adequacy issues exists. The CAP addressing adequacy issues includes a dental environment overview, detailing how many actively practicing Providers (general and specialty) are located in these areas and what recruitment efforts are being made, along with a proposed solution.

D. The PCD assignment process is analyzed on a routine basis.

E. In instances where it is identified that a Provider is not treating a Beneficiary equally or is not meeting the access requirements outlined in this document, DDAR will take appropriate action, including but not limited to:

1. The Provider Education Program, including sensitivity training to help the Provider and staff better understand the Medicaid population.

2. Ensuring the Providers are aware of the DDAR Standards Access to Care requirement (see section 5.0, paragraph A, "Philosophy," above) by reiterating it through personal visits with the dentists and their staff, online training, continuing education and various additional communications.

8.0 Reporting

A. As part of the QAIP, DDAR reports monthly to ensure the amount of money billed by out-of-Network Providers is not greater than 20% of the amount billed in total for outpatient dental services. In the event the amount billed is greater than this, DDAR develops a Corrective Action Plan (CAP) to address the issue.

B. The following reports are submitted to DHS using the Arkansas Provider Portal:

1. Monthly updates of Provider Network information, including notification via DDAR's credentialing/contracting process and a report when new Providers are added to the Network.

2. Monthly report on Provider recruitment activities, including the type of Provider, location, date, and type of recruitment activity.

3. Quarterly report, following the Delta Dental Smiles Program contract year schedule, of all providers whose participation status was terminated during the preceding quarter, including the Provider's name, address, specialty, and reason for termination.

9.0 Definitions

A. The definitions of the capitalized words found in this plan can be located in the "Definitions" section of the Delta Dental Smiles Policies and Procedures Manual.