



STATE OF HAWAII

Department of Human Services

REQUEST FOR PROPOSALS (RFP)

**Dental Third Party Administrator (TPA)  
Services for the State of Hawaii Medicaid Population**

**RFP-MQD-2021-012**



**State of Hawaii  
Department of Human Services  
Med-QUEST Division**

**Request for Proposals  
RFP-MQD-2021-012**

**Dental Third Party Administrator  
(TPA) Services for the State of  
Hawaii Medicaid Population**

**February 26, 2021**

Note: It is the Offeror's responsibility to check the public procurement notice website for any addenda issued to this RFP. The State shall not be responsible for any incomplete proposal submitted as a result of missing addenda, attachments or other information regarding the RFP.

## TABLE OF CONTENTS

<b>SECTION 10</b>	<b>ADMINISTRATIVE OVERVIEW</b>	<b>8</b>
10.100	PURPOSE OF THE REQUEST FOR PROPOSALS	8
10.200	AUTHORITY FOR ISSUANCE OF RFP	8
10.300	ISSUING OFFICER AND POINT OF CONTACT	9
10.400	USE OF SUBCONTRACTORS	9
10.500	CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS	9
10.600	ORGANIZATION OF THE RFP	9
<b>SECTION 20</b>	<b>RFP SCHEDULE AND REQUIREMENTS</b>	<b>11</b>
20.100	RFP TIMELINE	11
	Table 1: 20.100 Schedule of RFP Events	11
20.200	ORIENTATION	11
20.300	WRITTEN QUESTIONS	12
20.400	NOTICE OF INTENT TO PROPOSE	12
20.500	DOCUMENTATION	12
20.600	REQUIREMENTS TO CONDUCT BUSINESS IN THE STATE OF HAWAII	13
20.700	HAWAII COMPLIANCE EXPRESS (HCE)	13
20.800	RULES OF PROCUREMENT	14
20.810	<i>No Contingent Fees</i>	14
20.820	<i>Discussions with Offeror</i>	14
20.830	<i>RFP Amendments</i>	15
20.840	<i>Costs of Preparing Proposal</i>	15
20.850	<i>Provider Participation in Planning</i>	15
20.860	<i>Disposition of Proposals</i>	15
20.870	<i>Rules for Withdrawal or Revision of Proposals</i>	16
20.880	<i>Independent Price Determination</i>	16
20.900	CONFIDENTIALITY OF INFORMATION	17
21.100	ACCEPTANCE OF PROPOSALS	17
21.200	SUBMISSION OF PROPOSALS	18
21.300	PROPOSAL OPENING AND INSPECTION	20
21.400	MISTAKES IN PROPOSALS	20
21.500	REJECTION OF PROPOSALS	21
21.600	CANCELLATION OF RFP	22
21.700	ADDITIONAL MATERIALS AND DOCUMENTATION	22
21.800	AWARD NOTICE	23
21.900	PROTESTS	23
	Table 2: 21.900 Notice of Protest Delivery	24
<b>SECTION 30</b>	<b>BACKGROUND AND DEPARTMENT OF HUMAN SERVICES RESPONSIBILITIES</b>	<b>25</b>
30.100	OVERVIEW OF MEDICAL ASSISTANCE IN HAWAII	25
30.200	OVERVIEW OF DEPARTMENT OF HUMAN SERVICES (DHS) RESPONSIBILITIES	26
30.300	MEDICAL ASSISTANCE PROGRAMS	28

30.310	<i>QUEST Integration</i> .....	28
30.320	<i>Fee-For-Service Medicaid</i> .....	29
30.330	<i>State of Hawaii Organ Tissue and Transplant (SHOTT) Program</i> .....	29
30.400	FEE-FOR-SERVICE CLAIMS.....	29
30.500	OTHER HAWAII HEALTH PROGRAMS COVERED UNDER THIS RFP .....	29
30.600	OVERVIEW OF DENTAL BENEFIT .....	30
30.610	<i>Adult Dental Services</i> .....	30
30.620	<i>Children’s Dental Services</i> .....	31
30.700	MEDICAL SERVICES RELATED TO DENTAL NEEDS .....	37
30.800	OUT-OF-STATE COVERAGE .....	39
30.900	DENTAL POLICY MEMORANDUMS.....	40
<b>SECTION 40</b>	<b>PROVISION OF SERVICES</b> .....	<b>41</b>
40.100	DENTAL TPA’S ROLE .....	41
40.200	QUALIFIED DENTAL TPAS.....	41
40.300	SCOPE OF SERVICES – GENERAL OVERVIEW.....	42
40.400	REIMBURSEMENT.....	43
40.500	DENTAL CONSULTATION.....	44
40.600	OPERATIONS AND CLAIMS ADMINISTRATION.....	45
40.605	<i>Eligibility Verification</i> .....	47
40.605.1	<i>Eligibility Data</i> .....	47
40.610	<i>Point of Service Edit Management and Utilization Review</i> .....	48
40.615	<i>DHS Dental Provider Network</i> .....	48
40.620	<i>Care Coordination</i> .....	49
40.625	<i>Prior Authorization</i> .....	54
40.630	<i>Billing and Reimbursement</i> .....	55
40.635	<i>Analysis and Reporting</i> .....	55
40.640	<i>MMIS-Data Warehouse Interface</i> .....	58
40.645	<i>Operations Management</i> .....	59
40.650	<i>Communication</i> .....	59
40.655	<i>Transition</i> .....	59
40.700	OTHER SERVICES TO BE PROVIDED.....	60
40.710	<i>Language Assistance Services for Persons with Limited English Proficiency and American Sign Language (ASL)</i> .....	60
40.720	<i>Ground Transportation</i> .....	62
40.730	<i>Air Transportation</i> .....	62
40.740	<i>Food and Lodging</i> .....	63
40.750	<i>Denials</i> .....	64
40.800	PROJECT IMPLEMENTATION .....	64
40.900	CLAIMS PROCESSING .....	65
41.100	UTILIZATION MANAGEMENT REVIEW.....	66
41.200	KEY PERSONNEL .....	66
41.210	<i>Project Manager</i> .....	66
41.220	<i>Dental Director</i> .....	67
41.230	<i>Other Key Personnel</i> .....	68
41.300	DISCRIMINATION OR DENIAL OF ACCESS.....	69

41.400	BENEFICIARY GRIEVANCES AND APPEALS SYSTEM .....	69
41.500	READINESS REVIEW .....	85
41.510	<i>Dental TPA Responsibilities</i> .....	86
<b>SECTION 45</b>	<b>PROGRAM INTEGRITY .....</b>	<b>88</b>
45.100	FRAUD, WASTE AND ABUSE (FWA) .....	88
45.200	PROGRAM INTEGRITY COMPLIANCE .....	100
<b>SECTION 50</b>	<b>TERMS AND CONDITIONS .....</b>	<b>101</b>
50.100	CONTRACT DOCUMENTS .....	101
50.200	CONFLICT BETWEEN CONTRACT DOCUMENTS, STATUTES AND RULES.....	101
50.300	SUBCONTRACTOR AGREEMENTS .....	102
50.400	RETENTION OF RECORDS .....	105
50.500	RESPONSIBILITY FOR TAXES.....	105
50.600	FULL DISCLOSURE .....	105
50.610	<i>Business Relationships</i> .....	105
50.620	<i>Litigation</i> .....	106
50.700	CONFLICT OF INTEREST.....	106
50.800	FISCAL INTEGRITY.....	107
50.900	INTENTIONALLY LEFT BLANK.....	107
51.100	TERM OF THE CONTRACT.....	107
51.200	LIABILITY INSURANCE REQUIREMENTS .....	108
	Table 3: 51.200 Insurance Coverage .....	109
51.300	MODIFICATION OF CONTRACT .....	110
51.400	CONFORMANCE WITH FEDERAL REGULATIONS.....	111
51.500	TERMINATION OF THE CONTRACT.....	111
51.510	<i>Termination for Default</i> .....	111
51.520	<i>Termination for Expiration or Modification of the Programs by CMS</i> .....	112
51.530	<i>Termination for Bankruptcy or Insolvency</i> .....	112
51.540	<i>Procedure for Termination</i> .....	113
51.550	<i>Termination Claims</i> .....	114
51.600	CONFIDENTIALITY OF INFORMATION .....	115
51.700	AUDIT REQUIREMENTS.....	118
51.710	<i>Accounting Records Requirements</i> .....	118
51.720	<i>Inclusion of Audit Requirements in Subcontracts</i> .....	118
51.800	ONGOING INSPECTION OF WORK PERFORMED .....	118
51.900	DISPUTES .....	119
52.100	LIQUIDATED DAMAGES, SANCTIONS AND FINANCIAL PENALTIES.....	120
52.110	<i>Liquidated Damages</i> .....	120
52.120	<i>Sanctions</i> .....	120
	Table 4: 52.120 Civil Monetary Penalties.....	121
52.130	<i>Special Rules for Temporary Management</i> .....	122
52.200	COMPLIANCE WITH LAWS.....	123
52.210	<i>Wages, Hours and Working Conditions of Employees Providing Services</i> .....	123
52.220	<i>Compliance with other Federal and State Laws</i> .....	123
52.300	MISCELLANEOUS SPECIAL CONDITIONS .....	125

52.310	<i>Use of Funds</i> .....	125
52.320	<i>Prohibition of Gratuities</i> .....	125
52.330	<i>Publicity</i> .....	125
52.340	<i>Force Majeure</i> .....	125
52.350	<i>Attorney’s Fees</i> .....	126
52.360	<i>Time is of the Essence</i> .....	126
<b>SECTION 60 MANDATORY AND TECHNICAL PROPOSAL .....</b>		<b>127</b>
60.100	INTRODUCTION.....	127
60.200	MANDATORY PROPOSAL .....	127
60.210	<i>Proposal Letter</i> .....	128
60.220	<i>Transmittal Letter</i> .....	128
60.230	<i>Financial Status</i> .....	130
60.240	<i>Financial Statements</i> .....	130
60.300	TECHNICAL PROPOSAL .....	130
60.310	EXECUTIVE SUMMARY .....	131
60.320	COMPANY BACKGROUND AND EXPERIENCE.....	131
60.321	<i>Background of the Company</i> .....	131
	Table 5: 60.321 Litigation Events .....	133
	Table 6: 60.321 PHI Breach Events.....	134
60.322	<i>Company Experience</i> .....	134
60.323	<i>References</i> .....	135
60.330	ORGANIZATION AND STAFFING .....	135
60.331	<i>Organization Charts</i> .....	135
60.332	<i>Staffing</i> .....	136
60.340	DHS DENTAL PROVIDER NETWORK.....	137
60.341	<i>Provider Network Narrative</i> .....	137
60.342	<i>Provider Services Narrative – General Requirements</i> .....	137
60.350	CARE COORDINATION .....	138
60.360	CLAIM PROCESSING CAPABILITIES.....	139
<b>SECTION 70 BUSINESS PROPOSAL .....</b>		<b>141</b>
70.100	INTRODUCTION.....	141
70.200	PROPOSAL PRICING REQUIREMENTS .....	141
70.210	<i>On-going Operation Price</i> .....	141
70.220	<i>On-going Operation Services</i> .....	141
	Table 7: 70.220 Operational Tasks.....	142
70.300	PERSONNEL BILLING RATES PROPOSED PRICE .....	142
<b>SECTION 80 PROPOSAL EVALUATION AND SELECTION .....</b>		<b>144</b>
80.100	INTRODUCTION.....	144
80.200	EVALUATION PROCESS .....	144
80.300	MANDATORY PROPOSAL EVALUATION .....	144
80.400	PROPOSAL EVALUATION .....	145
80.500	TECHNICAL EVALUATION CRITERIA .....	145
	Table 8: 80.500 Rating Methodology.....	145
	Table 9: 80.500 Conversion Factor.....	147

80.510	<i>Proposal Letter (Pass/Fail)</i> .....	147
80.515	<i>Transmittal Letter (Pass/Fail)</i> .....	148
80.520	<i>Financial Status (Pass/Fail)</i> .....	148
80.530	<i>Executive Summary (5 points possible)</i> .....	148
80.535	<i>Company Background and Experience (10 points possible)</i> .....	148
80.540	<i>Organization and Staffing (10 points possible)</i> .....	149
80.545	<i>DHS Dental Provider Network (15 points possible)</i> .....	150
80.550	<i>Care Coordination (20 points possible)</i> .....	150
80.555	<i>Claim Processing Capabilities (20 points possible)</i> .....	150
80.600	BUSINESS PROPOSAL EVALUATION .....	151
	Table 10: 80.600 Business Proposal Points .....	151
80.700	CONTRACT AWARD .....	151
<b>APPENDIX A – Q &amp; A WRITTEN QUESTIONS FORMAT</b> .....		<b>152</b>
<b>APPENDIX B – WRITTEN INTENT TO PROPOSE</b> .....		<b>153</b>
<b>APPENDIX C – PROPOSAL FORMS</b> .....		<b>154</b>
<b>APPENDIX D – DENTAL TPA FINANCIAL RESPONSIBILITIES</b> .....		<b>155</b>
<b>APPENDIX E – EPSDT FORM</b> .....		<b>156</b>
<b>APPENDIX F – GENERAL CONDITION FORMS</b> .....		<b>157</b>
<b>APPENDIX G – LITIGATION EVENTS</b> .....		<b>158</b>
<b>APPENDIX H – PHI BREACH</b> .....		<b>159</b>
<b>APPENDIX I – DENTAL TPA BUSINESS PROPOSAL</b> .....		<b>160</b>
<b>APPENDIX J – CLIENT REFERENCES</b> .....		<b>161</b>
<b>APPENDIX K – 834-820 COMPANION GUIDE</b> .....		<b>162</b>
<b>APPENDIX L – STAFFING CHANGE NOTIFICATION FORM</b> .....		<b>163</b>
<b>APPENDIX M – BUSINESS ASSOCIATE AGREEMENT (BAA)</b> .....		<b>164</b>

## **SECTION 10 ADMINISTRATIVE OVERVIEW**

### **10.100 Purpose of the Request for Proposals**

- A. This Request for Proposals (RFP) solicits a contractor to provide Third Party Administrator (TPA) and dental claims processing services for the eligible beneficiaries covered by the Hawaii Medicaid program.
- B. The successful Contractor must provide all staffing, systems, and procedures required to perform the services described herein. The Offeror shall be responsible for all costs of providing the required services as described in this RFP.
- C. Offerors are advised that the entire RFP, any addenda, and the corresponding proposal shall be a part of the contract with the successful Offeror.
- D. The Department of Human Services (DHS), Med-QUEST Division (MQD) reserves the right to modify, amend, change, add or delete any requirements in this RFP to serve the best interest of the State to include but no limited to adding new eligible groups and benefits. Dental services shall commence on the date identified in Section 20.100.

### **10.200 Authority for Issuance of RFP**

- A. This RFP is issued under the authority of Title XIX of the Social Security Act, 42 USC Section 1396, et. seq. as amended, the implementing regulations issued under the authority thereof, Section 346-14 of the Hawaii Revised Statutes (HRS), and the provisions of the HRS Chapter 103F.
- B. All Offerors are charged with presumptive knowledge of all requirements cited by these authorities, and submission of a valid executed proposal by any Offeror shall constitute admission of such knowledge on the part of such Offeror. Failure to comply with any requirement may result in the rejection of the proposal. DHS reserves the right to reject any or all proposals received or to cancel this RFP, according to the best interest of the State.



**10.300 Issuing Officer and Point of Contact**

- A. This RFP is issued by the State of Hawaii, DHS. The Issuing Officer within DHS is the sole point of contact from the date of release of this RFP until the selection of a successful Offeror. The Issuing Officer is:

Mr. Jon Fujii,  
Department of Human Services  
Med-QUEST Division  
1001 Kamokila Boulevard, Suite 317  
Kapolei, HI 96707-2005  
Email: [jfujii@dhs.hawaii.gov](mailto:jfujii@dhs.hawaii.gov)

**10.400 Use of Subcontractors**

- A. In the event of a proposal submitted jointly by more than one organization, one organization shall be designated as the prime Offeror. The project leader shall be an employee of the prime Offeror. All other participants shall be designated as subcontractors. Subcontractors shall be identified by name and by a description of the services/functions they will be performing. The prime Offeror shall be wholly responsible for the entire performance whether-or-not subcontractors are used. The prime Offeror shall sign the contract with DHS.

**10.500 Campaign Contributions by State and County Contractors**

- A. Pursuant to HRS Section 11-355, campaign contributions are prohibited from certain State or county government contractors during the term of the contract if the contractors are paid with funds appropriated by a legislative body. For more information, refer to the Campaign Spending Commission webpage <http://ags.hawaii.gov/campaign/>.

**10.600 Organization of the RFP**

- A. This RFP is composed of eight sections plus appendices:
1. Section 10 – Administrative Overview – Provides general information on the purpose of the RFP, the authorities relating to the issuance of the RFP, the use of subcontractors

and the Campaign contributions by State and County contractors.

2. Section 20 - RFP Schedule and Requirements – Provides information on the rules and schedules for procurement of this RFP.
  3. Section 30 – Background and Department of Human Services Responsibilities – Describes the current medical assistance program and Department of Human Services responsibilities.
  4. Section 40 – Provision of Services – Provides information on the services to be provided under the contract.
  5. Section 45 – Program Integrity – Provide information on program integrity under the contract.
  6. Section 50 – Terms and Conditions – Describes the terms and conditions under which the work will be performed.
  7. Section 60 – Mandatory and Technical Proposal – Defines the required format of the technical proposal and the minimum information to be provided in the proposal.
  8. Section 70 – Business Proposal – Defines the required format of the business proposal and the minimum information to be provided in the proposal.
  9. Section 80 – Proposal Evaluation and Selection – Defines the evaluation criteria and explains the evaluation process.
- B. Various appendices are included to support the information presented in Sections 10 through 80.

## Section 20 RFP Schedule and Requirements

### 20.100 RFP Timeline

- A. The delivery schedule set forth below represents DHS' best estimate of the schedule that will be followed. If a component of this schedule, such as Proposal Due Date, is delayed, the rest of the schedule will likely be shifted by the same number of days. The proposed schedule is provided in Table 1: 20.100 below:

**Table 1: 20.100 Schedule of RFP Events**

Schedule of RFP Events	Date
Issue RFP	February 26, 2021
Orientation	March 12, 2021
Submission of Written Technical Proposal Questions	March 19, 2021
Written Responses to Technical Proposal Question	March 30, 2021
Notice of Intent to Propose	March 29, 2021
Proposal Due Date	April 12, 2021
Contract Award	April 28, 2021
Contract Execution Date	May 31, 2021 (approximate)
Contract Effective Date	July 1, 2021

### 20.200 Orientation

- A. An orientation for Offerors in reference to this RFP will be held at 1:00 pm Hawaii Standard Time (HST) on the date identified in Section 20.100.
- B. Offerors may attend the orientation via teleconference at: Call-In Number: 1-808-829-4853, Conference ID: 996 793 706#.
- C. Impromptu questions shall be permitted at the orientation and spontaneous responses provided at DHS' discretion. However, answers provided at the orientation are intended only as general direction and may not represent DHS' final position. Formal official responses shall be provided in writing. To ensure a written response, any oral questions should be submitted in writing on the date identified in Section 20.100 in accordance with the process identified in Section 20.300, Written Questions.

### **20.300 Written Questions**

- A. Offerors shall submit questions in writing with the subject line "Dental TPA RFP Questions" via email to the following email address:

QUEST\_Integration@dhs.hawaii.gov

- B. The written questions shall reference the RFP section, page and paragraph number and bullet number, if appropriate, in the format provided in Appendix A. Offerors must submit written questions by 2:00 p.m. HST on the date identified in Section 20.100. DHS shall respond to the written questions no later than the date identified in Section 20.100. No verbal responses shall be considered as official.

### **20.400 Notice of Intent to Propose**

- A. Potential Offerors shall submit a Notice of Intent to Propose to the Issuing Officer no later than the date identified in Section 20.100 at 2:00 p.m. HST using the format provided in Appendix B. The Notice of Intent to Propose shall be on the official business letterhead of the Offeror and shall be signed by an individual authorized to commit the Offeror to the work proposed. The submission of a Notice of Intent to Propose is necessary for the Issuing Officer to provide the designated proposal electronic submission site.
- B. The Notice of Intent shall include the subject line "The Notice of Intent to Propose for Dental TPA RFP" and shall be emailed to the following email address: Rsouza2@dhs.hawaii.gov

### **20.500 Documentation**

- A. Offerors may review information describing Hawaii's Medicaid program, by visiting DHS MQD website: <https://medquest.hawaii.gov>. All possible efforts shall be made to ensure that the information contained in the website is complete and current. However, DHS does not warrant that the information contained in the website is indeed complete or correct and reserves the right to amend, delete and modify the information at any time without notice.

## **20.600 Requirements to Conduct Business in the State of Hawaii**

- A. Offerors are advised that if selected to be awarded a contract under this RFP, each Offeror shall, prior to award of the contract, furnish proof of compliance with the following requirements of HRS, required to conduct business in the State:
1. HRS Chapter 237, tax clearance
  2. HRS Chapter 383, unemployment insurance
  3. HRS Chapter 386, workers' compensation
  4. HRS Chapter 392, temporary disability insurance
  5. HRS Chapter 393, prepaid health care
  6. One of the following:
    - a. Be registered and incorporated or organized under the laws of the State (hereinafter referred to as a "Hawaii business"); or
    - b. Be registered to do business in the State (hereinafter referred to as a "compliant non-Hawaii business").
- B. Offerors are advised that there are costs associated with compliance under this section. Any costs are the responsibility of the Offeror.
- C. Proof of compliance is shown by providing the Certificate of Vendor Compliance issued by Hawaii Compliance Express (HCE).

## **20.700 Hawaii Compliance Express (HCE)**

- A. DHS utilizes the HCE to verify compliance with the requirements to conduct business in the State, upon award of the contract. The HCE is an electronic system that allows vendors/contractors/service providers doing business with the State to quickly and easily demonstrate compliance with applicable laws. It is an online system that replaces the necessity of obtaining paper compliance certificates for

Department of Taxation (DOTAX) and Internal Revenue Service (IRS) tax clearances, Department of Labor and Industrial Relations (DLIR) labor law compliance, and Department of Commerce and Consumer Affairs (DCCA) good standing compliance. There is a nominal annual fee for the service. The "Certificate of Vendor Compliance" issued online through HCE provides the registered Offeror's current compliance status as of the issuance date and is accepted for both contracting and final payment purposes. See website:

<https://vendors.ehawaii.gov/hce/splash/welcome.html>

- B. No award of contract under this RFP shall be made if the Offeror, its Subcontractors, and its principals have been suspended or debarred, disqualified or otherwise excluded from participating in this procurement.

## **20.800 Rules of Procurement**

- A. To facilitate the procurement process, various rules have been established as described in the following subsections.

### **20.810 No Contingent Fees**

- A. No Offeror shall employ any company or person, other than a bona fide employee working solely for the Offeror or company regularly employed as its marketing agent, to solicit or secure this contract, nor shall it pay or agree to pay any company or person, other than a bona fide employee working solely for the Offeror or a company regularly employed by the Offeror as its marketing agent, any fee commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award of a contract to perform the specifications of this RFP.

### **20.820 Discussions with Offeror**

- A. Prior to the submittal deadline, questions shall be submitted in writing follow Section 20.300 and answers shall be provided in the SPO's Hawaii Awards & Notices Data System (HANDS) website.

- B. After the proposal submittal deadline, discussions may be conducted with the Offeror whose proposals are determined to be reasonably susceptible of being selected for award, but proposals may be accepted without discussions, in accordance with HAR Section 3-143-403.

20.830 RFP Amendments

- A. DHS reserves the right to modify, amend, change, add or delete any requirements in this RFP to serve the best interest of the State. DHS reserves the right to issue amendments to the RFP any time prior to the closing date for the submission of the proposal.
- B. In addition, addenda may also be made after proposal submission consistent with HAR Section 3-143-301(e).

20.840 Costs of Preparing Proposal

- A. Any costs incurred by the Offerors for the development and submittal of a proposal in response to this RFP are solely the responsibility of the Offeror, whether any award results from this solicitation. DHS shall provide no reimbursement for such costs.

20.850 Provider Participation in Planning

- A. Provider participation in a DHS' efforts to plan for or to purchase health and human services prior to DHS' release of a RFP, including the sharing of information on community needs, best practices, and providers' resources, shall not disqualify providers from submitting proposals if conducted in accordance with HAR Sections 3-142-202 and 3-142-203, and HRS Chapter 103F.

20.860 Disposition of Proposals

- A. All proposals become the property of DHS. The successful proposal, excluding inconsistent terms, as determined by DHS with this RFP, shall be incorporated into the contract. A copy of

successful and unsuccessful proposal(s) shall be public record as part of the procurement file as described in HAR Section 3-143-616, pursuant to HRS Chapter 103F after the execution of the contract. DHS shall have the right to use all ideas, or adaptations to those ideas, contained in any proposal received in response to this RFP. Selection or rejection of the proposal shall not affect this right.

- B. According to HAR Section 3-143-612, Offerors who submit technical proposals that fail to meet mandatory requirements or fail to meet all threshold requirements during the technical evaluation phase may retrieve their technical proposal within thirty (30) days after its rejection from DHS. After thirty (30) days, DHS may discard the rejected, unclaimed technical proposal.

#### 20.870 Rules for Withdrawal or Revision of Proposals

- A. A proposal may be withdrawn or revised at any time in the designated DHS proposal electronic submission site prior to, but not after, the Proposal Due Date specified in Section 20.100.
- B. After the Proposal Due Date as defined in Section 20.100, all proposals timely received shall be deemed firm offers that are binding on the Offerors for ninety (90) days. During this period, an Offeror may neither modify nor withdraw its proposals without written authorization or invitation from DHS.
- C. Notwithstanding the general rules for withdraw or revision of proposals, DHS may request that Offerors submit a final revised proposal in accordance with HAR Section 3-143-607.

#### 20.880 Independent Price Determination

- A. State law requires that a bid shall not be considered for award if the price in the bid was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Offeror or with any competitor.



- B. An Offeror shall include a certified statement in the proposal certifying that the bid was arrived at without any conflict of interest, as described above. Should a conflict of interest be detected at any time during the contract, the contract shall be null, and void and the Offeror shall assume all costs of this project until such time that a new Offeror is selected.

## **20.900 Confidentiality of Information**

- A. DHS shall maintain the confidentiality of proposals only to the extent allowed or required by law, including but not limited to HRS Sections 92F-13 and 103F-402, and HAR Sections 3-143-604 and 3-143-616.
- B. If the Offeror seeks to maintain the confidentiality of specific information contained in the proposal, the Offeror is responsible for clearly identifying the confidential information and shall mark each page where the confidential information appears as "Proprietary" or "Confidential." An explanation to DHS of how substantial competitive harm would occur if the information were released is required. If the explanation is sufficient, then to the extent permitted by the exemptions in HRS Section 92F-13, the affected section may be deemed confidential. Such information shall accompany the proposal, be clearly marked, and shall be readily separable from the proposal to facilitate eventual public inspection of the non-confidential sections of the proposal.
- C. DHS shall maintain the confidentiality of the information to the extent allowed by law. Blanket labeling of the entire document as "proprietary," however, shall result in none of the document being considered proprietary.

## **21.100 Acceptance of Proposals**

- A. DHS reserves the right to reject any or all proposals received or to cancel this RFP according to the best interest of the State.
- B. DHS also reserves the right to waive minor irregularities in proposals providing such action is in the best interest of the State.

- C. Where DHS may waive minor irregularities, such waiver shall in no way modify the RFP requirements or excuse an Offeror from full compliance with the RFP specifications and other contract requirements if the Offeror is awarded the contract.
- D. DHS also reserves the right to accept only those proposals that meet all terms of the RFP without changing the requirements, submitted in accordance with all technical proposal requirements set forth in this RFP and which demonstrate an understanding of the requirements. Any proposal disagreeing with terms set forth in the RFP, or offering any other set of terms and conditions contradictory to those included in this RFP maybe deemed inconsistent with the RFP and disqualified.

## **21.200 Submission of Proposals**

- A. Each qualified Offeror shall submit only one (1) proposal to provide Dental TPA services. In the event that more than one (1) proposal is submitted, DHS shall reject all proposals. The Proposal Application Identification Form (SPO-H-200) in Appendix C shall be completed and submitted with the proposal. The format and content of the proposal is specified in Section 60 and Section 70.
- B. The Offeror shall submit mandatory, technical, and business proposals in one (1) single electronic primary folder and a redacted version of the mandatory, technical, and business proposals, removing all confidential/proprietary information, in one (1) single electronic redacted version folder to the DHS-designated proposal electronic submission site provided by the Issuing Officer. If there are discrepancies between the electronic primary folder and the electronic redacted version folder, the electronic primary folder will be the final version. The Issuing Officer shall receive electronic primary and redacted version of the mandatory, technical, and business proposals no later than 2:00 p.m. HST on the proposal due date specified in Section 20.100.
- C. The one (1) single electronic primary folder shall have three (3) subfolders: Mandatory Proposal, Technical Proposal, and Business Proposal.

- D. The Offeror shall submit the mandatory, technical, and business proposals to the designated electronic submission site as follows:
1. All proposals shall be submitted in a fully searchable Adobe Acrobat Portable File Format (PDF).
  2. The PDF submission shall not be password-protected or encrypted.
  3. Any forms and/or documents requiring signature(s) shall be scanned into the respective PDF files.
- E. The Offeror shall place the Mandatory requirements, as described in Section 60, in the Mandatory Proposal subfolder as one (1) PDF file.
- F. For the Technical Proposal subfolder, the Offeror shall create one (1) PDF file for each evaluation category described in Section 80. Each file nomenclature shall be the same as the evaluation category (e.g., Category - Executive Summary). For each evaluation category PDF file submission, the Offeror shall include all appendices, graphics and attachments as required in this RFP or to support the responses only for the specific evaluation category. The information required in Appendix G and Appendix H shall be submitted as two (2) separate files from other submissions in the Mandatory Proposal subfolder. No video shall be included.
- G. The Offeror shall place the Business Proposal, as described in Section 70 in the Business Proposal subfolder as one PDF file. The information required in Appendix I shall be included in the Business Proposal.
- H. The Offeror shall solely bear the whole and exclusive responsibility for ensuring the documents are received by the Issuing Officer and for ensuring the complete, correctly formatted, legible, and timely transmission of all documents. The Offeror shall assume all risk that the Issuing Officer receiving equipment and system may be inoperative or otherwise unavailable at the time transmission is attempted.
- I. The Offeror file submissions to the designated DHS proposal designated electronic submission site can reviewed or revised

until 2:00 p.m. HST on the proposal due date specified in Section 20.100.

- J. After the closing date and time, the DHS-designated proposal electronic submission site shall be closed to prevent further proposal submissions or revisions.

### **21.300 Proposal Opening and Inspection**

- A. Proposals, modifications to proposals, and withdrawals of proposals shall be date-stamped and, when possible, time-stamped upon receipt by DHS. All documents received shall be held in a secure place by DHS and not opened until the Proposal Due Date as described in Section 20.100.
- B. Procurement files shall be open for public inspection after a contract has been awarded and executed by all parties.

### **21.400 Mistakes in Proposals**

- A. In compliance with HAR Section 3-143-606, after the submittal deadline, only patent errors may be corrected as provided in this section. A patent error is an error that would be readily ascertainable by a reasonably knowledgeable person in the field of health and human services. Depending on the circumstances, patent errors may include, but are not limited to arithmetical errors, typographical errors, transposition errors, and omitted signatures.
- B. To correct a patent error, the Offeror shall identify the error in the proposal and establish the following to DHS' satisfaction:
  - 1. That the error identified is a patent error;
  - 2. That the proposed correction constitutes the information intended at the time the proposal was submitted, and not a modification of the proposal based on information received after the submittal deadline; and
  - 3. That the proposed correction is not contrary to the best interest of the purchasing agency or to the fair treatment of other Offerors.

## **21.500 Rejection of Proposals**

- A. DHS reserves the right to reject any or all proposals received or to cancel this RFP according to the best interest of the State.
- B. Any proposal offering terms and conditions contradictory to those included in this RFP may be rejected without further notice.
- C. A proposal shall be rejected for any one of the following reasons:
  - 1. Failure to cooperate or deal in good faith (HAR Section 3-141-201);
  - 2. Inadequate accounting system (HAR Section 3-141-202);
  - 3. Late proposals (HAR Section 3-143-603) received after the proposal due date; or
  - 4. Proposal is in non-compliance with applicable laws (HAR Section 3-143-610(a)).
- D. A proposal shall be rejected for any one of, but not limited to, the following reasons:
  - 1. Proposal was not responsive (HAR Section 3-143-610[a][1]):
    - a. Proof of collusion among Offerors, in which case all bids involved in the collusive action shall be rejected and any participant to such collusion shall be barred from future bidding until reinstated as a qualified Offeror.
  - 2. An Offeror is not responsible (HAR Section 3-143-610[a][2]):
    - a. An Offeror's lack of responsibility and cooperation as shown by past work or services.

- b. An Offeror being in arrears on existing contracts with the State or having defaulted on previous contracts.
- c. An Offeror's lack of proper provider network and/or sufficient experience to perform the work contemplated, if required.
- d. An Offeror's lack of a proper license to cover the type of work contemplated, if required.
- e. An Offeror in non-compliance with applicable laws.
- f. An Offeror's failure to pay, or satisfactorily settle, all bills overdue for labor and material on former contracts with the State at the time of issuance of this RFP.
- g. An Offeror's lack of financial stability and viability.
- h. An Offeror's consistently substandard performance related to meeting the DHS requirements from previous contracts.

**21.600 Cancellation of RFP**

- A. The RFP may be cancelled and any or all proposals may be rejected in whole or in part, when it is determined to be in the best interest of the State. The State shall not be liable for any costs, expenses, loss of profits or damages whatsoever, incurred by the Offeror in the event this RFP is cancelled, or a proposal is rejected.

**21.700 Additional Materials and Documentation**

- A. Upon request from DHS, each Offeror shall submit any additional materials and documentation reasonably required by DHS in its evaluation of the proposal.

## **21.800 Award Notice**

- A. The notice of intended contract award, with a statement of findings and decisions, if any, shall be sent to the selected Offeror on or about the Contract Award date specified in Section 20.100. The successful Offeror receiving award shall enter into a formal written contract.
- B. The contract award is subject to the available funding. The award of a contract and any allowed renewal or extension thereof, is subject to allotments made by the Director of Finance, the State of Hawaii, pursuant to HRS Chapter 37, and subject to availability of State and/ or federal funds.
- C. Any contract arising out of this solicitation is subject to the approval of the Department of Attorney General as to form and to all further approvals, including the approval of the Governor as required by state, regulation, rule, order, or other directive.
- D. DHS is not liable for any costs incurred prior to the Contract Effective Date identified in Section 20.100.

## **21.900 Protests**

- A. Offerors may file a Notice of Protest against the awarding of the contract. The Notice of Protest form, SPO-H-801, is available on the State Procurement Office (SPO). Only the following may be protested:
  - 1. DHS' failure to follow procedures established by HRS Chapter 103F;
  - 2. DHS' failure to follow any rule established by HRS Chapter 103F; and
  - 3. DHS' failure to follow any procedure, requirement, or evaluation criterion in an RFP.
- B. The Notice of Protest shall be postmarked by the United States Postal Service (USPS) or hand delivered to: (1) the head of DHS conducting the protested procurement; and (2) the procurement officer who is conducting the procurement (as indicated in Table 2: 21.900 below) within five (5) business days of the postmark of the Notice of Findings and Decisions

sent to the protestor. Delivery services other than USPS shall be considered hand deliveries and considered submitted on the date of the actual receipt by DHS.

**Table 2: 21.900 Notice of Protest Delivery**

<b>Procurement Officer</b>	<b>Head of DHS</b>
Name: Meredith Nichols	Name: Catherine Betts
Title: Med-QUEST Division Assistant Administrator	Title: Director, Department of Human Services
Mailing Address: P.O. Box 700190 Kapolei, Hawaii 96709-0190	Mailing Address: P.O. Box 339 Honolulu, Hawaii 96809-0339
Business Address: 601 Kamokila Boulevard, Room 518 Kapolei, Hawaii 96707	Business Address: 1390 Miller Street, Room 209 Honolulu, Hawaii 96813

C. All protests are pursuant to HAR Title 3, Chapter 148. By submitting a proposal, the Offeror is agreeing to the rules of HAR Title 3, Chapter 148.



## **SECTION 30 BACKGROUND and Department of Human Services Responsibilities**

### **30.100 Overview of Medical Assistance in Hawaii**

- A. The Med-QUEST Division (MQD) is the unit within the Department of Human Services (DHS) that administers Hawaii's medical assistance programs. Medicaid, a federal and state partnership program created by Congress in 1965, provides medical assistance benefits to qualified uninsured and underinsured through the QUEST Integration (QI) program.
- B. Together, Medicaid covers approximately 400,000 individuals. The basic eligibility requirements for Medicaid include being 1) a U.S. citizen or qualified alien; 2) a Hawaii resident; and 3) not residing in a public institution such as prison or the State psychiatric hospital. Most eligibility categories such as low-income adults, pregnant women and children have different income thresholds and are not subject to an asset limit.
- C. MQD also administers at this time two state-funded programs. The first is a state-funded aged, blind, and disabled (ABD) program for certain lawfully present non-pregnant adults who are ineligible under Medicaid. The second for the Breast and Cervical Cancer program. DHS retains the ability to add new State funded programs. Eligibility requirements are the same as for Medicaid, but there is no U.S. citizenship requirement. Eligible persons are placed in the QI managed care health plans. Federal dollars are not claimed for these eligibility groups.
- D. MQD administers a program for its beneficiaries who need a transplant, called State of Hawaii Organ and Tissue Transplant (SHOTT).
- E. Dental services for Hawaii's medical assistance programs are covered through the fee-for-service program administered by a third party administrator except for dental services provided to Hawaii Medicaid beneficiaries enrolled in the SHOTT program. Dental claims for SHOTT enrollees should be submitted to Hawaii Medicaid's third party transplant administrator. The transplant administrator uses Hawaii Medicaid's policies and payment rates in processing dental

claims. These policies may be found on the MQD website under Provider Manual, Chapter 14. The available dental benefits may vary depending on the Beneficiaries' age.

- F. Dental services includes (with limitations) diagnostic, preventive, restorative, endodontic, periodontal, prosthetic, orthodontic and select oral surgery services. Oral surgery services associated with trauma and fracture management and the treatment of oral pathology including cysts and tumors are covered through the Beneficiaries' managed care plan and not the dental program described here. Dental services are identified in Section 30.600.

### **30.200 Overview of Department of Human Services (DHS) Responsibilities**

- A. MQD is the organization unit within DHS that is responsible for the operation and administration of the medical assistance programs including QI, Community Care Services (CCS) and SHOTT programs. For purposed related to this RFP, the basic functions or responsibilities of MQD include:
  - 1. Establish and define the medical, behavioral health, community integration, and LTSS benefits to be provided by the Offeror;
  - 2. Develop the rules, policies, regulations and procedures governing the programs;
  - 3. Establish the Offeror capitation rates;
  - 4. Negotiate and contract with the Offerors;
  - 5. Determine initial and continued eligibility of Beneficiaries;
  - 6. Enroll and dis-enroll beneficiaries;
  - 7. Provide benefits and services to the Medicaid beneficiaries;
  - 8. Review and monitor the adequacy of the Offeror's provider networks;
  - 9. Provide routine and responsive feedback to improve data quality;

10. Oversee the development of DHS Quality Strategy;
11. Monitor the quality assessment and performance improvement (QAPI) programs of, and quality of data and reports submitted by, the Offeror and providers, and provide routine and responsive feedback as needed;
12. Review and analyze utilization of services and reports provided by the Offeror;
13. Participate in the State administrative hearing processes;
14. Monitor the Offeror's grievance processes;
15. Monitor the financial status of the programs;
16. Analyze the programs to ensure they are meeting the stated objectives;
17. Manage the Hawaii Prepaid Medicaid Management Information System (HPMMIS);
18. Provide Beneficiary information to the Offeror;
19. Review and approve the Offeror's marketing materials;
20. Review and approve all Offeror materials that are distributed to their Beneficiaries;
21. Establish Offeror incentives when deemed appropriate;
22. Oversee the activities of other DHS contracts, including but not limited to the SHOTT program contractor;
23. Oversee the activities of the Ombudsman Program which will be available to all Medicaid providers and Medicaid Beneficiaries to ensure access to care, to promote quality of care, and to strive to achieve provider and Beneficiary satisfaction with QI;
24. Impose civil or administrative monetary penalties and/or financial sanctions for violations or Offeror non-compliance with contract provisions;
25. Report criminal conviction information disclosed by providers and report provider application denials pursuant to 42 CFR Section 455.106(b);

- 26. Verify out-of-state provider licenses during provider enrollment and review and monitor provider licenses on an ongoing basis;
  - 27. Ensure the Offeror is not located outside of the United States;
  - 28. Refer Beneficiary and provider fraud cases to appropriate law enforcement agencies; and
  - 29. Coordinate with and monitor Fraud, Waste and Abuse (FWA) activities of the Offeror.
- B. DHS shall comply with, and monitor the Offeror's compliance with, all applicable State and federal laws and regulations.
- C. DHS shall screen, enroll, and periodically revalidate, all network providers in accordance with the requirements of 42 CFR part 455, subparts B and E. Through its contracts with the Offeror, DHS shall ensure all network providers are enrolled with DHS as Medicaid providers consistent with provider disclosure, screening, and enrollment requirements.

**30.300 Medical Assistance Programs**

30.310 QUEST Integration

- A. In its efforts to increase access to health care and control the increase in health care expenditures, the State of Hawaii implemented on January 1, 2015, Hawaii QUEST Integration (QI). QI is a statewide Medicaid demonstration project (Section 1115 waiver) that provides medical and behavioral health services through competitive managed care delivery systems.
- B. QI participants include individuals who are:
- 1. Pregnant Women
  - 2. Children (under 19)
  - 3. Foster children (under 19)
  - 4. Parents and caretakers

5. Adults (19 – 64)
6. Aged (65 and older), Blind and Disabled

C. QUEST Integration incorporates separate health plans for the provision of medical services, specialized behavioral health services, and certain transplants for children and adults.

**30.320 Fee-For-Service Medicaid**

A. The State's Fee-For-Service program provides medical assistance to eligible individuals under Title XIX of the Social Security Act. The Fee-For-Service program is a state administered program, which receives federal funding for its expenditures. Under the current program, payments are made to providers based on the service rendered (fee-for-service). Hawaii's FFS program is limited. The majority of its beneficiaries receive services through the QUEST Integration program.

**30.330 State of Hawaii Organ Tissue and Transplant (SHOTT) Program**

A. The State's Fee-For-Service program provides transplant services to eligible individuals through the SHOTT program.

**30.400 Fee-for-Service Claims**

A. The TPA contract shall encompass providing services for all dental claims program for all individuals who are deemed eligible for medical assistance. These include:

1. QUEST Integration
2. Fee-for-service (FFS)
3. SHOTT

**30.500 Other Hawaii Health Programs Covered Under This RFP**

A. The Department of Public Safety (PSD) and the Office of Youth Services (OYS) are responsible for the medical care of adult

inmates and incarcerated youths, respectively. Both programs maintain a fee-for-service reimbursement arrangement with health care providers in the community for the medical care of their inmates. Both programs have arranged to have their claims processed by the Medicaid claims processing system using the Medicaid fee schedule and will continue to do so.

- B. For these programs, a unique Beneficiary identifier and unique program identifier will identify all activities related to processing their claims. The program identifier is critical to identifying the related costs and payments. Unlike the Medicaid Program, which draws federal financial participation, the total expenditures for both adults and youths within the Hawaii correctional system are borne by the state's General Fund and must be separately identified.

### **30.600 Overview of Dental Benefit**

- A. The Offeror shall cover:
  - 1. All required preventive and medically necessary dental services for EPSDT eligible Medicaid children; and
  - 2. Emergency dental services for eligible Medicaid adults.
- B. The Offeror shall provide:
  - 1. Dental health education and anticipatory guidance; and
  - 2. Dental Care Management

### **30.610 Adult Dental Services**

- A. Adult dental services shall be for emergency treatment associated with the emergency which includes services to control bleeding, relieve pain, eliminate acute infection and treatment of injuries to the teeth or supporting structures. Emergency treatment includes but is not limited to:

1. Extractions;
2. Incisions and drainage of abscesses;
3. Excision of pericoronal gingiva;
4. Surgical removal of residual tooth roots;
5. Closure of oral-antral fistulas;
6. Gingivectomy, for gingival hyperplasia; and
7. Other medically necessary emergency dental services.

B. The State may expand the services the adult receives based on approval of the Legislature.

#### 30.620 Children's Dental Services

- A. One of the primary focuses of the Medicaid program is to provide timely preventive dental care to children. Early and Periodic Screening, Diagnostic, and Treatment (EPSDT) services for children is a federally mandated program which emphasizes the importance of prevention, early detection of dental conditions, and timely dental treatment of conditions detected as a result of screening. Refer to Appendix E.
- B. Participating dental providers shall provide all required preventive dental services and all medically necessary dental services to all children under the age of twenty-one years and children under the age of twenty-one years who are in foster care placement or are covered by subsidized adoption agreements.
- C. EPSDT services shall be provided routinely beginning at twelve months of age, however, EPSDT services are allowable as early as six months of age at the discretion of the dental provider.
- D. Beneficiaries attaining the age of twenty-one (21) years, shall be treated as adults the 1st month following their birthday.

- E. The combination of each element of the program's name makes the program unique:

**Early** – A child's dental health is assessed as early as possible in the child's life in order to prevent or find potential diseases and disabilities in their early stages, when they are most effectively treated.

**Periodic** – Assessing a child's dental health at regularly scheduled intervals to assure that a condition, illness, or injury is not incipient or present.

**Screening** – A comprehensive child dental health assessment to determine if a child has a condition, illness or injury that should be referred for more definitive evaluation and/or treatment.

**Diagnostic** – The definitive evaluation by appropriate dental practitioners to determine the nature, extent or cause of a condition, illness, or injury.

**Treatment** – The dental and remedial services permitted under Medicaid and determined medically necessary for problems identified during screening or diagnostic procedures.

- F. Federal EPSDT rules require that broader services be provided to children:

1. Informing EPSDT eligible beneficiaries and their families about the benefits of preventive dental care, how to obtain timely EPSDT services, EPSDT periodicity schedule and providing dental education and anticipatory guidance. The Offeror must inform all newly eligible families with eligible beneficiaries under age twenty-one (21) about EPSDT program within thirty (30) days of eligibility. This requirement includes informing pregnant women and new mothers either before or shortly after the birth of their children that EPSDT services are available. Informing may be oral (on the telephone or face-to-face) or written. Informing may be done by Offeror personnel or dental care providers. The Offeror shall follow-up with families with EPSDT-eligibles, who after 6 months of eligibility, have



failed to access EPSDT screens and services. Informing of new beneficiaries shall be within 30 days of eligibility and on an annual basis to all EPSDT-eligible children who have not received applicable periodicity screens within a twelve (12)-month period.

- a. Informing should be done in non-technical language and use accepted methods for informing persons who are blind or deaf or cannot read or who English is not their primary language.
  - b. EPSDT informing should stress the importance of preventive care; provide information about where and how to receive services; inform eligible beneficiaries that transportation and scheduling assistance is available upon request, to access services; services are provided without cost; and describe the scope and breadth of the dental services available.
2. Screening and medically necessary diagnosis and treatment of conditions detected as a result of EPSDT screenings (complete periodic or partial) including but are not limited to the diagnosis and treatment of acute and chronic dental conditions.
  3. EPSDT recognizes two types of screens:
    - a. Complete periodic screens.
    - b. Partial screens which occur when a screen for one or more specific conditions is needed. A partial screen includes making the appropriate referrals for treatment.
  4. The Offeror is expected to ensure each eligible child has complete periodic screening including, but not limited to, age appropriate dental screening examinations, laboratory tests, and counseling.
  5. Accountability of services: Dental records and documentation on the methods used in informing, screening, diagnosis and treatment shall be maintained.
  6. Timeliness of services: Timely informing, periodic screening, diagnosis and treatment shall be instituted and maintained. The State additionally requires that all new

EPSDT eligibles shall receive an initial screening within 3 months of eligibility.

- G. Federal requirements imposed by the EPSDT statutory provisions of the Omnibus Budget Reconciliation Act of 1989 (OBRA 89) mandate that the State covers all Title XIX services included in Section 1905 of the Act if needed to correct or ameliorate defects of physical illness and conditions discovered as a result of EPSDT screens. Therefore, EPSDT services include periodicity screens, and all medically necessary dental diagnostic and treatment services. Certain non-experimental dental and surgical procedures are also included. OBRA 89 also required that 80% of EPSDT eligible children receive periodicity screens.
- H. The Offeror shall cover all required EPSDT services and complete and provide to DHS all required EPSDT forms, reports and data in the prescribed manner.
- I. The required EPSDT dental services which shall be provided to each child include but not limited to:
  - 1. Preventive services provided twice every twelve (12) months except as specified:
    - a. Periodic screening examinations
    - b. Prophylaxis
    - c. Topical fluoride or fluoride varnish
  - 2. More Preventative services:
    - a. Sealants for children ages 5 to 20
    - b. Space maintainers
  - 3. Diagnostic and radiology services:
    - a. Bitewing x-rays twice every twelve (12) months
    - b. Full series x-rays once every five (5) years
    - c. Periapical x-rays

- d. Biopsies of oral tissue
4. Emergency and palliative treatment which includes services to control bleeding, relieve pain, eliminate acute infection and treatment of injuries to the teeth or supporting structures:
    - a. Extractions
    - b. Incisions and drainage of abscesses
    - c. Excision of pericoronal gingiva
    - d. Surgical removal of residual tooth roots
    - e. Closure of oral-antral fistulas
    - f. Gingivectomy, for gingival hyperplasia
    - g. Other medically necessary emergency dental services
  5. Endodontic therapy services including:
    - a. Pulpotomies on deciduous teeth
    - b. Root canal therapy on permanent teeth
    - c. Apexifications
  6. Restorative services including:
    - a. Amalgams on primary and permanent posterior teeth
    - b. Composites on anterior and posterior teeth
    - c. Pin and/or post reinforcements
    - d. Cast cores
    - e. Recement inlays and crowns
    - f. Stainless steel crowns
    - g. Porcelain, all metal, and porcelain fused to metal cast crowns
  7. Oral surgery

8. Periodontal therapy services including:
    - a. Scaling
    - b. Root planning
  9. Prosthodontic services including:
    - a. Denture relines and repairs
    - b. Acrylic crowns for anterior teeth only
    - c. Stainless steel crowns
    - d. Partial (cast framework and acrylic) or full dentures only once in a five-year period
    - e. Full gold and porcelain fused to metal crowns on permanent molars only
  10. Orthodontic Services
    - a. Limited to services associated with the repair of cleft lip and palate or other severe craniofacial developmental defects or comparable developmental anomalies.
  11. Other dental services under general anesthesia, as deemed medically necessary.
- J. The Offeror shall establish procedures to effectively coordinate the provision of all the required activities of EPSDT informing, screening, and diagnosis and treatment services. The established procedures shall include the following:
1. A process to effectively inform all enrollees (or their families) within 30 days of enrollment about EPSDT services.
  2. A description of available dental services and where and how to obtain the services.
  3. A process to offer and, if requested, provide assistance with transportation or scheduling appointments for

required periodicity screens and medically necessary diagnosis and treatment services to eligible children and/or their families. The Offeror shall maintain records of assistance provided with transportation and scheduling.

4. Methods for informing persons who are blind or deaf, who cannot read or understand the English language or whose primary language is not English.
  5. A notification process to notify eligible children prior to each periodicity screen.
  6. An outreach process which provides education to encourage Beneficiary participation with specific methods to inform beneficiaries upon initial enrollment, and annually thereafter, if periodicity screens have not been received. This process includes methods designed to encourage increased Beneficiary utilization to improve EPSDT screening rates.
  7. Methods to effectively inform dental care providers of the periodicity screens, and the timely initiation of treatment.
  8. A method to ensure that dental care providers are adequately equipped to provide EPSDT services and evaluate this capability during scheduled EPSDT onsite visits.
- K. All dental services for children detected at the time of EPSDT screening and allowable under Medicaid rules and regulations shall be provided. The Offeror shall ensure that all federally required EPSDT forms and data are provided to DHS in the prescribed manner.

### **30.700 Medical Services Related to Dental Needs**

- A. Medically necessary services, as determined by the health plan for medical services, such as general anesthesia, emergency room visits, hospital stays, prescription drugs, etc. required by the plan Beneficiary as a result of a dental service is the financial responsibility of the beneficiaries' health plan as listed in Appendix D.
- B. In cases where coordination is needed between the health plans and dental provider, the Offeror shall assist the

child/family to access the appropriate necessary services. The responsibilities for coordinating services are described below.

C. The responsibilities of the Offeror include:

1. Assist beneficiaries and dentists to coordinate dental services needed in conjunction with dental services.
2. Assist beneficiaries and dentists, to coordinate follow-up, recall and coordination of dental services related to medical needs to maintain oral health and continuity of care. Assist beneficiaries in receiving transportation for necessary services, as applicable.
3. Sedation services administered by an oral and maxillofacial surgeon, or other qualified dental anesthetist, in a private office or hospital-based outpatient clinic for services that are not medically related shall be the responsibility of the Offeror.
4. Collaboration with the health plan on the dental needs of the beneficiaries.

D. The responsibilities of the health plan include:

1. Referring Beneficiaries to the dental provider for EPSDT dental services and other dental needs which includes scheduling the initial appointment and documenting follow-up.
2. Providing referral, follow-up, coordination and provision of appropriate medical services related to medically necessary dental needs including but not limited to emergency room treatment, hospital stays, ancillary inpatient services, operating room, excision of tumors, removal of cysts and neoplasms, excision of bone tissue, surgical incisions, treatment of fractures (simple and compound), oral surgery to repair traumatic injury, surgical supplies, drugs, dressings, anesthesia services and supplies, oxygen, antibiotics, blood transfusion services, ambulatory surgical center services, x-rays, laboratory work, physician examinations, consultations and second opinions.

3. Providing sedation services associated with dental treatment, when performed in an acute care setting, by a physician anesthesiologist, shall be the responsibility of the health plan.
  4. Providing dental services by a dentist or physician that are needed due to a medical emergency situation (i.e. car accident) where the majority of the services required are primarily medical services.
- E. The health plan is not responsible for services that are generally provided by a dentist and covered by the Medicaid Fee-For-Service dental program. The health plan may request assistance from the Offeror or the dental provider to coordinate dental services.
- F. Drugs prescribed by the Fee-for-Service dentists shall be paid by the department through Pharmacy Benefit Manager (PBM).
- G. In cases of disputes regarding coverage, the Medicaid dental provider, Offeror, and/or the health plans may consult with the MQD Medical Director to assist in defining and clarifying the respective plan's responsibilities.

### **30.800 Out-of-State Coverage**

- A. Dental services in a foreign country are not covered for either children or adults. Out-of-state emergency dental services for adults are covered. Emergency services are defined as services provided in a hospital, clinic, office or other facility that is equipped to furnish the required care, after the sudden onset of a medical/dental condition manifesting itself by acute symptoms of sufficient severity (including severe pain) that the absence of immediate medical/dental attention could reasonably be expected to result in:
1. Placing the patient's health in serious jeopardy;
  2. Serious impairment to bodily functions; or
  3. Serious dysfunction of any body organ or part.

B. Children are not limited to dental emergencies on the mainland. Children are covered out-of-state and on the mainland for all medically necessary EPSDT dental services. Treatment on the mainland shall be prior authorized by the MQD Medical Director. The Offeror shall not be responsible for coordination of out-of-state services. If requests are submitted to the Offeror for out-of-state service the Offeror shall refer the dental provider to the MQD Clinical Standards Office (CSO).

### **30.900 Dental Policy Memorandums**

A. DHS issues policy memorandums to offer clarity on policy or operational issues or legal changes impacting the dental TPA. The Offeror shall comply with the requirements of all the policy memorandums during the course of the contract and execute each memorandum when distributed by DHS during the period of the contract. The Offeror shall acknowledge receipt of the memoranda through electronic mail.



## **SECTION 40      PROVISION OF SERVICES**

### **40.100      Dental TPA's Role**

- A. The State of Hawaii, Department of Human Services, Med-QUEST Division (MQD) intends to secure a contract for a Third Party Administrator to provide dental claims processing and dental care administrative services for the Hawaii Medicaid Program. The selected Offeror that is ultimately awarded the resulting contract from this RFP, shall hereinafter be referred to as the "Dental Third Party Administrator" or "Dental TPA." The Dental TPA shall be responsible for ensuring that all eligible beneficiaries have access to and received appropriate dental care, and has an online web application, Point-of-Service (POS) dental claims processing system with reporting and adjudication capabilities, online ad hoc capabilities for the MQD dental service program for the Medicaid eligible population. Presently, the group consists of the QUEST Integration and Fee-for-service programs with approximately 400,000 of which 144,252 is for children eligible beneficiaries.
- B. Children under the jurisdiction of the Office of Youth Services and Public Safety Department are approximately 5,600.
- C. DHS promulgates administrative rules that govern the types of covered services, assures coverage and develops reimbursement policies related to the provision of dental services to MQD beneficiaries.
- D. The Dental TPA shall work closely and coordinate with DHS to assist eligible beneficiaries in finding a dentist, making appointments, and coordinating transportation, lodging, meals and translation services.

### **40.200      Qualified Dental TPAs**

- A. Proposal shall be for statewide services. The maximum number of Dental TPAs selected for participation shall be one (1). The Dental TPA shall be required to assume responsibility for all contractual activities offered in this proposal whether or not that Dental TPA performs them or delegates the

performance to a subcontractor. The Dental TPA shall be required to maintain a place of business in the State of Hawaii, at a minimum a location in Oahu. Further, the State shall consider the Dental TPA to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Contract. If any part of the work is to be subcontracted, responses to this RFP should include a list of subcontractors, including firm name and address, contact person, complete description of work to be subcontracted, and descriptive information concerning subcontractor's organizational abilities. The State reserves the right to approve subcontractors for this project and to require the Dental TPA to replace subcontractors found to be unacceptable. The Dental TPA must be responsible for the adjudication of claims. The Dental TPA is totally responsible for adherence by the subcontractor to all provisions of the Contract. The Dental TPA and any subcontractors must commit to the entire contract period stated within this RFP, unless a change of subcontractors is specifically agreed to by the State of Hawaii.

#### **40.300 Scope of Services – General Overview**

A. The Dental TPA should demonstrate the following:

1. Experience in successfully developing and installing a web application, real-time, POS system for a program similar to the size of this contract;
2. A flexible system design that accommodates plan design features and allows immediate or scheduled implementation of changes to that design;
3. Experience in complying with CMS and OBRA regulations and State program policy;
4. Experience in interfacing with MMIS and other State databases;
5. Frequent reference file updates such as a method for updating eligibility on a daily basis;
6. Experience interfacing with fiscal agent eligibility files and support multiple date spans or prior period eligibility;

7. Experience with online dental services administration, development and maintenance;
8. Experience with reviewing and processing prior authorization requests;
9. Experience providing utilization management including how possible provider and Beneficiary fraud or Beneficiary under or inconsistent utilization are detected;
10. Experience in working with dentists located in Hawaii;
11. Ability to provide adhoc reports to DHS staff as needed in a timely manner;
12. Ability to provide a full array of system management and dental utilization reports;
13. Ability to conduct a continuous quality assurance monitoring program to ensure the highest possible level of services is provided;
14. Ability to provide dedicated provider help desks;
15. Experience providing education to providers with samples of past communications;
16. Ability to provide a reporting system with on-line ad hoc query capabilities and provide required training to DHS and Medicaid Fraud and Control Unit (MFCU);
17. Coordination with DHS Program Integrity as described in Section 45.
18. Ability to document and describe a comprehensive HIPAA plan of action to meet all required federal standards for the complete MQD dental program; and
19. Ability to comply with current HIPAA transactions and code sets.

#### **40.400 Reimbursement**

- A. The method of reimbursement from DHS to the Dental TPA shall be a set fee monthly fee for claims administration,

operations, key personnel and care coordination. The monthly payment costs does not include postage (except as stated in Section 40.620) and supplies associated with mail outs to beneficiaries and system modification requests initiated by the State.

- B. The Dental TPA is responsible for establishing a web application point-of-service (POS) capabilities with DHS-approved dental providers that will provide services to the eligible beneficiaries. All reimbursements for dental services shall be subject to review by DHS or its agent for medical necessity and appropriateness, respectively. DHS or its agent shall be provided access to medical records and documentation relevant to such a review and the Dental TPA agrees to provide access to all requested medical documents/records. Reimbursement for services, deemed not medically necessary by DHS or its agent, shall be denied.
- C. After project implementation, the Dental TPA shall be paid monthly electronically at the Dental TPA's proposed administrative price per month and weekly for the actual payments made to the dental providers.
- D. A dental claim is a request for payment for a specific covered dental procedure. An adjudicated claim is one that has been processed to either a Payable or Denied status. An adjudicated claim also includes a claim that has been previously rejected and resubmitted by the provider and is, after the subsequent submission, deemed either Payable or Denied. Adjustments to previously adjudicated claims due to incorrect payment are not considered adjudicated claims.
- E. For the purposes of this Contract, an adjudicated claim shall not include a point-of-service transaction that was cancelled by the sender or a claim that was rejected before it could be fully adjudicated. DHS shall make no payment to the Dental TPA for voided, reversed, adjusted or denied.

#### **40.500 Dental Consultation**

- A. Dental consultation are those services which require the review and input of dental specialists such as periodontists,

endodontists, orthodontists, prosthodontists, pedodontist, oral surgeons, oral maxillofacial radiologist, etc.

#### **40.600 Operations and Claims Administration**

- A. The Dental TPA shall provide a web application, online dental point-of-service (POS) system that can be modified to meet the needs of the Med-QUEST Division (MQD). The Dental TPA shall provide system design and modification, development, implementation and operation for DHS. Modifications to the Dental TPA's existing system shall be implemented to interface with the existing dental networks that connect the dental providers with the Dental TPA's system. The POS system must be HIPAA compliant.
- B. The Dental TPA shall be responsible for operating the provided system, which shall automate dental claims processing and adjudication and Prior Authorization (PA) services to meet the required current HIPAA transactions and code sets standards at a minimum for the MQD Program. The Dental TPA shall process dental claims, which shall involve full adjudication of Point-of-Service and batch dental claims. All payments for dental claims shall be made through the Dental TPA's system and electronically invoiced to DHS as a pass through.
- C. The Dental TPA's system does not specifically require the Centers for Medicare & Medicaid (CMS) certification as a Medicaid Management Information System (MMIS), although the Dental TPA must perform comparable edits and provide a weekly paid claims file for incorporation into the Med-QUEST Division Medicaid Management Information System called HPMMIS. The Dental TPA shall work with the State in identifying all claims that have been rejected by the MMIS and if necessary recoup any funds from the provider.
- D. The Dental TPA shall utilize the most current American Dental Association universal dental claims form and most current version of the American Dental Association standardized terminology and dental procedure coding system (Code on Dental Procedures and Nomenclature). Restriction in the application of procedure codes shall be defined by DHS as deemed necessary.

- E. The source of the claims shall be Medicaid enrolled dental providers. The majority of claims shall be submitted through point-of-service telecommunications devices, however, the Dental TPA shall also process dental claims on batch electronic media (EMC) as well as paper claims submitted directly to the Dental TPA for processing. Paper claims shall be submitted on the Dental Claim form ADA 2006.
- F. The Dental TPA shall operate a Help Desk with the capability to respond promptly to systems and dental claims inquiries preferably twenty-four (24) hours a day, seven (7) days a week but a minimum of 8am to 10pm Hawaii Standard Time (HST) seven (7) days a week.
- G. The Dental TPA must provide extensive training materials to MQD dental providers regarding the billing and payment process, prior authorization procedures, edits etc. prior to the system implementation to ensure a smooth transition with minimal impact on the beneficiaries. The help desks must also be operational prior to Contract effective date to assist with questions and concerns. The Dental TPA must describe how the initial training and the transition shall be accomplished. New Medicaid providers must also be educated.
- H. Other Dental TPA required activities but not limited to: Care Coordination, Prior Authorization review, potential fraud, waste and abuse, utilization review, internal quality assurance monitoring, etc.
- I. The Dental TPA should describe the following:
  - 1. The POS system in detail including edits available and how it shall perform the following functions:
    - a) The Site to be accessed by dental provider using login credentials setup between administrator and provider.
    - b) Ability to collect information from provider for claim submission on the eligible Beneficiary for service rendered.
  - 2. How eligibility and other data shall be accepted electronically.

3. Previous experience interfacing with State MMIS systems for eligibility and other data such as: provider eligible Beneficiary files, claims data from other sources etc.
  4. Document and describe the HIPAA compliance plan of action including the requirements stated in the Administrative Simplification Subpart F. The Dental TPA's system should be able to handle various types of restrictions and multiple edits.
  5. Should a maximum annual benefit for preventive and restrictive care for all beneficiaries twenty-one (21) and older be established the system used by the Dental TPA must be able to monitor benefit limits.
- J. The Dental TPA shall explain how the POS system shall process claims with these types of edits and in various combinations.

#### 40.605 Eligibility Verification

- A. The Dental TPA must maintain eligibility data, based on a file that shall be transferred to the Dental TPA by DHS via electronic transmission to the Dental TPA's eligibility system, which shall be the basis for the Point of Service (POS) electronic adjudication process. This process must be HIPAA compliant.

##### 40.605.1 *Eligibility Data*

- A. MQD generates a daily and monthly 5010 834 eligibility file (see Appendix K) for the dental TPA. Each Beneficiary is assigned a unique identifier, called the Medicaid Beneficiary ID, which is a 10 (ten) character alphanumeric field. The Medicaid Beneficiary ID is used by providers to bill the Medicaid program for services rendered. Every Beneficiary is assigned to a case (similar to a household). Beneficiaries may frequently change cases. When a Beneficiary changes case, they still maintain the same Medicaid Beneficiary ID number. The Dental TPA shall be expected to maintain the Medicaid Beneficiary ID number as well as other critical data fields necessary for claims adjudication and reporting.
- B. The daily file indicates additions, terminations and changes to a Beneficiaries' eligibility and changes to demographic and third

party insurance information. A combination of fields on the file are used to indicate a Beneficiaries' benefit package – these include the dental plan code, rate code and health plan code. The health plan code shall indicate whether the person is in the SHOTT program. The dental plan code shall indicate whether the person is enrolled in Medicaid, is an OYS or PSD Beneficiary or doesn't have dental benefits. The rate code shall indicate when a person ages out of the EPSDT program and becomes an adult.

- C. Additions may be sent with a start date but no end date (indicating that the Beneficiary is still eligible) or with a start date and an end date (indicating that eligibility is limited to the defined period). Due to Medicaid eligibility requirements, additions and terminations may be sent for retroactive periods. In addition, a Beneficiary may be terminated from one eligibility group retroactively and added to another eligibility group also retroactively. Eligibility is not sent for future periods, until the last day of the month for the next month. Each daily file must be processed in order and on a timely basis to ensure the most up-to-date information for providers.
- D. The monthly file reflects the eligibility information effective the first day of the month. It should be used to reconcile against the TPA's files. The monthly file also may contain changes to demographic information.

#### 40.610 Point of Service Edit Management and Utilization Review

- A. The Dental TPA shall allow a web application processing of claims, denials, and re-bills; however, not all providers to MQD beneficiaries shall be able to use this mechanism. Therefore, processing of claims and any associated edits shall be available in two other ways. This process must be HIPAA compliant.

#### 40.615 DHS Dental Provider Network

- A. The Dental TPA shall use DHS' dental provider network for dental needs of eligible children and adults. It is expected that the Dental TPA shall continue to build on DHS' dental provider network to further provide quality dental services.



- B. The Dental TPA shall strategize in provider recruitment, engagement and retention.

40.620 Care Coordination

A. Access to Care

1. The Dental TPA shall provide dental coordination assistance to a dental provider for:
  - a) Eligible children who require access to preventive and on-going dental treatment; and
  - b) Eligible adults who require access to emergency dental services.
2. The dental provider shall render services to meet program requirements directly or through a system of referral to a Medicaid dental specialty provider. Each dental provider shall be licensed in the State of Hawaii, and be a general dental practitioner, pediatric dentist, or specialty dental provider.
3. The Dental TPA shall recruit and maintain a sufficient number for dental care providers to meet dental care scheduling criteria and the availability of general dentistry on all islands, and dental specialty services on all islands, excluding the possible exceptions of Lanai and Molokai.
4. The Dental TPA shall administer the EPSDT comprehensive dental benefit for eligible beneficiaries under twenty-one (21) years of age.
5. The Dental TPA shall assist the eligible beneficiaries with dental health education, schedule appointments, arrange enabling services facilitate patient compliance, and provide other assistance to eligible beneficiaries and dental providers in order to promote and facilitate appropriate dental care for the Medicaid eligible dental beneficiaries.
6. The Dental TPA shall provide dental care management including identifying children who have not accessed dental services and offer them dental appointment opportunities.

7. Medicaid eligible Beneficiary shall be examined and/or treated by an appropriate participating Medicaid dental provider on island of residence. Off-island travel is a covered benefit if an appropriate participating provider is not available on island of residence.
8. If awarded a contract, the Dental TPA is responsible to produce a pamphlet or brochure that shall describe information on the following:
  - a) How the eligible Beneficiary can receive assistance to find a dentist and schedule an appointment;
  - b) How the eligible Beneficiary can receive assistance in order to obtain transportation services, oral interpretation services, or American Sign Language (ASL) services;
  - c) How the eligible beneficiaries can access the Care Coordinators (phone, mail, face to face, fax, etc.);
  - d) The Dental TPA's location of business in the State of Hawaii, business hours and phone numbers;
  - e) Information on how the eligible beneficiaries can contact the Dental TPA after hours and on the weekend; and
  - f) Grievance and Appeals System procedures as described in Section 41.400.
9. The brochure or pamphlet shall provide information in at least the following languages regarding the availability of services and must include instructions on how to contact the Dental TPA and access the after-hours and weekend hotline.
  - a) English
  - b) Ilocano
  - c) Chinese (traditional)
  - d) Vietnamese
  - e) Korean

f) Chuukese (Lagoon)

g) Marshallese

10. All written materials distributed to eligible beneficiaries shall include a language block that informs the eligible beneficiaries that the document contains important information and directs the eligible Beneficiary to call the Dental TPA to request the document in an alternative language or to have it orally translated. The language block shall be printed, at a minimum, in Ilocano, Chinese (Traditional), Vietnamese, Korean, Chuukese (Lagoon) and Marshallese.
11. The Dental TPA shall submit certification that the translation of the brochure, pamphlet or any written materials distributed to eligible beneficiaries has been reviewed by a qualified entity for accuracy.
12. All written materials shall be worded such that the materials are understandable to eligible beneficiaries who read at the 6th (6.9 or below) grade reading level. Suggested to use Flesch-Kincaid Index as reference materials to determine whether this requirement is met.
13. All printed materials, video presentations, and any other information prepared by the Dental TPA that pertain to or reference this program shall be reviewed and approved by DHS before use. Postage for brochures, pamphlets, and educational material shall be the responsibility of the Dental TPA.
14. It is the responsibility of the Dental TPA to maintain a place of business in the State of Hawaii where the eligible beneficiaries may receive face-to-face contact, (at a minimum a location in central Oahu) pick-up written information, pamphlets etc. If the patient/family is unable to pick up the material at the Dental TPA's place of business in the State of Hawaii, the Dental TPA shall send the information via mail, fax, etc. The staff shall be available for face-to-face contact Monday through Friday, between 7:45 a.m. and 4:30 p.m. HST at a minimum. After hours and weekend contact through an emergency system, including a TTY phone number, must be available.

## B. Care Coordination (CC) System

1. The Dental TPA shall develop a system to assist eligible beneficiaries in locating and accessing covered dental services. Each eligible Beneficiary shall have access to the CC system and be given information on how to access the CC System. Eligible beneficiaries shall be able to access the CC system by phone, mail, face to face, etc. The CC staff must reside in the State of Hawaii. The CC staff shall maintain a place of business on Oahu to allow access of the eligible beneficiaries. It is preferable that the CC staff also have a location on Maui, Hawaii and Kauai, however, it is not mandatory, providing the Dental TPA can ensure a process to facilitate the eligible Beneficiaries' needs on islands where there is not a physical presence.
2. The CC system shall include but is not limited to the following functions:
  - a) Provide the family with clear and adequate information on how to obtain services and make informed decisions about their dental health needs;
  - b) Educate eligible beneficiaries on appropriate behavior while visiting the dental office;
  - c) Assist the eligible beneficiaries to foster skills that will enable them to be self-reliant in meeting their health and dental needs and arrangements;
  - d) Provide eligibility verification if requested by beneficiaries and providers;
  - e) Assist the dental provider in coordinating dental services through the child's health plan/provider, if necessary, in connection with a dental problem;
  - f) Assist eligible beneficiaries to ensure that scheduled appointments times are met;
  - g) Assist eligible beneficiaries to obtain dental care (schedule appointments) and to assist the Beneficiary

to schedule appointments that meet the following criteria:

- Appointments within a maximum of two (2) business days for emergency care for adults;
  - Appointments within a maximum of twenty-four (24) hours for emergent and urgent care for children under twenty-one (21) years of age; and
  - Appointments within an average of six weeks for routine and preventive care for children under twenty-one (21) years of age;
- h) Develop, implement, and monitor an active system of outreach that at a minimum addresses providing access to the homeless, eligible beneficiaries with disabilities, and other eligible beneficiaries who have difficulty accessing services without CC intervention due to various reasons, such as vision/hearing impairments, lack of transportation, language barriers, etc., individuals/families that do not access available/appropriate services, and others as identified by DHS;
- i) Coordinate with the eligible beneficiaries to facilitate compliance with recommended dental treatment and timely follow-up of preventive care;
- j) Provide assistance to eligible beneficiaries and providers to decrease and prevent “missed appointments-no-shows;”
- k) Initiate follow-up activities upon notice from the dental providers when eligible beneficiaries have not returned for their follow-up appointments or EPSDT required visit. The dental provider shall make reasonable effort to contact the eligible Beneficiary before referral to the Dental TPA;
- l) Receive referrals and requests for assistance from other providers, public and private organizations, such as schools, Headstart, Public Health Nurses, etc.; and

- m) Refer potential dental providers who may be interested in providing Medicaid dental services to the Med-QUEST Division.
3. In addition, the CC system shall function to assist the providers in DHS dental network to provide the care needed to bring the eligible beneficiaries to an optimum level of dental health. At a minimum, the CC system shall have policies and procedures in place for:
- a) Providing care coordination;
  - b) Referring eligible beneficiaries to other programs or agencies;
  - c) Identifying levels of care coordination according to eligible Beneficiaries' needs and ensuring a minimum amount of care coordination contact;
  - d) Outreach and follow-up activities, especially for eligible beneficiaries with special needs (i.e., homeless and eligible beneficiaries with disabilities);
  - e) Provide documentation and data reporting of CC services, encounters and outcomes; and
  - f) Providing continuity of care when eligible beneficiaries transition to other programs (i.e. Fee-for-service program, SHOTT, etc.).
4. The Dental TPA must demonstrate that it has a CC system to ensure that all eligible beneficiaries receive all necessary covered dental services. Specifically, the CC services include eligible Beneficiaries' assessment, treatment planning, service linkage and coordination, monitoring and advocacy. The level of management shall vary in scope and frequency depending on the eligible Beneficiaries' need.

40.625 Prior Authorization

- A. The primary goal of the Prior Authorization (PA) is to promote appropriate utilization of dental services. The MQD Medical Director or a designee shall update and approve the PA

requirements as necessary. This process must be HIPAA compliant.

- B. The Dental TPA shall assume responsibility for the dental prior authorization process. A dental provider can submit a prior authorization request by mail or electronically via the Dental TPA's website.

#### 40.630 Billing and Reimbursement

- A. The Dental TPA shall assume total responsibility for the dental billing and reimbursement process, including receiving the data input necessary to trigger payment, issuing payment and remittance advices, making adjustments, and producing financial reports and other data. This section must be HIPAA compliant.
- B. The Dental TPA shall perform in the City and County of Honolulu, State of Hawaii, the following:
  - 1. Hard copy claims and attachments receipts, claims data entry, and imaging;
  - 2. Provider check and remittance advice issuance;
  - 3. Provider relations;
  - 4. Claims status and eligibility call center; and
  - 5. eProvider liaison and training.

#### 40.635 Analysis and Reporting

The Dental TPA shall provide a copy of all paid dental claims to the State on a scheduled basis. The Dental TPA shall use their data analytics capabilities derived from the reports to provide DHS insights on improvements to oral health outcomes for children. The Dental TPA is responsible to provide all reports as requested by DHS.

The Dental TPA shall prepare and submit reports specified in this section using the format provided by DHS.

## 1. Monthly Reports

### Authorizations:

For purposes of review and reimbursement by DHS to the contracted providers, the Dental TPA shall submit an authorization log report to the State within five (5) business days after the end of the month in which the service was provided. The following information is to be included for:

- Oral interpretation (to include American sign language), ground and air transportation, meals and lodging
- Authorizations for Interpretation services
- Authorizations for Ground travel
- Arrangement for Air Travel
- Authorizations for and Meals and Lodging

Information to be provided for each request for authorization:

- Authorization Number
- Name and Case ID # of Eligible Beneficiary
- Date of Request, Date of Service
- Service Requested
- Provider of Service
- Reason for Service
- Place of Service (to and from if applicable)
- Cost (if applicable)
- Outcome: approved, denied or pended
- If request denied or pended, reason for denial or pend.



## 2. Quarterly Reports

The Dental TPA is responsible to submit a quarterly encounter report (based on the State fiscal year of July 1, – June 30) to the State. The report must be submitted within 45 days after the end of the quarter, and quarterly for the term of the contract. The following data is required:

### A. Encounter Data:

The Dental TPA shall provide encounter data for all dental services delivered under the contract.

### B. Patient Contacts:

- Number of Phone contacts
- Number of Face-to-Face contacts
- Mail /fax contacts

### C. Scheduling:

- Number of calls for scheduling assistance
- Number of appointments scheduled
- Number of eligible beneficiaries who did not receive services as described in Section 40.620.

### D. Provider Contacts

- Name and address of Provider contacts (dentists)
- Number of other Provider contacts (i.e., specialty dental, MD, health plan, etc.)
- Number of Community Organization contacts

### E. Complaints and Fraud, Waste and Abuse (FWA) Referral

- Patient
- Provider

- Provider Overpayment
- Provider Recoveries

F. Outreach Encounter

- Patients home
- Other place of contact

G. TPL Reports

- Each quarter, the Dental TPA shall report in a format specified by DHS, all Dental Third Party insurance information discovered during the course of normal business operations. The report shall exclude Dental Third Party insurance information listed on the daily and monthly eligibility file.

3. Semi-Annual Reports

- Identify deficiencies of the dental benefits provided by the dental providers
- Suggestions of improvements to the dental program

Information on the reports shall be provided by geographic area (by county) to enable the State to assess adequacy of services and demand by location. The reporting formats shall be subject to approval by DHS.

40.640 MMIS-Data Warehouse Interface

- A. The Dental TPA's weekly paid claims file shall be submitted, via the current HIPAA 837D transaction, to the Hawaii Prepaid Medicaid Management Information System (HPMMIS) and the Dental TPA shall be responsible for weekly reconciliation of claims returned on the HIPAA 835 transaction.
- B. The Dental TPA could use the data analytics capabilities to identify dental needs for children and provide dental care coordination.

40.645 Operations Management

- A. The Dental TPA shall be responsible for supporting DHS dental provider network and ensure the services are provided by dental providers licensed in the State of Hawaii. Included with network and operations management are audit requirements to ensure cost effectiveness and quality of care.

40.650 Communication

- A. DHS has dedicated resources for providing all types and levels of communication with dental providers, beneficiaries and the general public. The Dental TPA shall become familiar with these services so as not to duplicate communications. This process must be HIPAA compliant.
- B. The Dental TPA shall provide a telephone system to include access to a toll-free telephone line, available to beneficiaries and dental providers from all areas of the State. The staff that are assigned to this telephone system shall reside in the State of Hawaii. The communication system must be a Statewide ACD (Automatic Call Distribution) system, with a wait time of not more than one minute. (The one-minute wait time may change at a later date, depending on the telephone volume.) An emergency hotline telephone system shall be available for after hours and on the weekend. The hotline information system can be used by providers and beneficiaries to identify the individual's eligibility, locate the nearest dental services in cases of urgent or emergency, can provide required prior approvals and answer other questions as necessary. Hotline services may be on-line or provided through other means, such as mobile telephone, with a maximum response time of 30 minutes.

40.655 Transition

- A. When applicable (i.e., patient or provider request) the Dental TPA shall assist in the transition of care when a Beneficiary changes dental providers, as well as assist in the transfer of dental records to the new dental provider. The Dental TPA shall describe a process for assistance of their procedures for transition of care.

- B. At the expiration of this contract, or if at any time the state or Dental TPA should terminate this contract, the Dental TPA shall cooperate with any subsequent Dental TPA who might assume operation of the MQD-TPA project. DHS shall withhold final payment to the Dental TPA until transition to the new Dental TPA is complete. The state shall give the Dental TPA thirty (30) days' notice that a transfer will occur.
- C. In the event that a subsequent MQD-TPA operator is unable to assume operations on the planned date for transfer, the Dental TPA shall continue to perform MQD-TPA operations on a month to month basis for up to six months beyond the planned transfer date.

**40.700 Other Services to be Provided**

- A. In addition to the dental services to be provided, the beneficiaries shall be eligible for enabling services. Such services include, but are not limited to:

40.710 Language Assistance Services for Persons with Limited English Proficiency and American Sign Language (ASL)

- A. The Dental TPA shall take reasonable steps to provide meaningful access to the services provided under this agreement for persons with limited English proficiency (LEP), in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, et seq.), the U.S. Department of Health and Human Services Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (68 Fed. Reg. 47311), Hawai`i Revised Statutes (HRS) Section 371-31 to -34.
- B. Language assistance services shall be provided at no cost to the individual. The Dental TPA is responsible for the cost of language assistance services.
- C. The Dental TPA shall provide language assistance services that meet the following minimum requirements:

## 1. Oral Interpretation

- a. The Dental TPA shall notify eligible beneficiaries of the right to free interpreter services.
- b. The Dental TPA shall offer oral interpretation services to LEP individuals.
- c. The Dental TPA shall document the offer of an interpreter, and whether an individual declined or accepted the interpreter service.
- d. The Dental TPA is prohibited from requiring or suggesting that LEP persons bring their own interpreters, including family or friends, with them to orientation sessions, assessments, interviews, or other appointments.

## 2. Translation

- a. The Dental TPA, in consultation with the State and in accordance with the laws and regulations cited above, shall assess the language needs of the population served under the contract, and determine whether vital documents shall be translated into, but not limited to, Chinese (Traditional), Ilocano, Korean, Vietnamese, Chuukese (Lagoon) and Marshallese.
- b. The Dental TPA shall give to the State each year a written assessment including a list of languages into which documents shall be translated, if any, and those documents identified as vital documents to be translated.

D. American Sign Language (ASL) shall be provided at no cost to the individual. The Dental TPA is responsible for the cost of ASL services.

E. The Dental TPA shall submit quarterly, no later than thirty (30) calendar days following the end of each quarter, in a format provided by the State, a report with data regarding language assistance services provided to LEP individuals, including but not limited to the following:

1. The number of LEP individuals who were offered interpreter services and, of those, how many declined or required language assistance services;
2. The primary language spoken by each LEP individual;
3. The type of interpreter service provided; and
4. The name of the interpreter (and agency, if applicable).

40.720 Ground Transportation

- A. The Dental TPA shall be responsible for identifying, the need for ground transportation for beneficiaries who, for the lack of transportation, cannot access dental care services. The Bus, Taxi, or handivan/handicab (if medically necessary) may be utilized. The Dental TPA shall be responsible to determine appropriateness of request and generate a prior authorization for the most appropriate mode of transportation to meet the needs of the individual eligible Beneficiary. The Dental TPA shall be responsible to inform and educate the eligible beneficiaries and families of the transportation benefits.
- B. The State shall be responsible for monthly reimbursement to the participating transportation providers. The Dental TPA shall be responsible to submit an authorization log/report of transportation services to the State within five (5) business days after the end of the month in which the services were provided.
- C. The Dental TPA shall be responsible to inform and educate the eligible beneficiaries of these services. The Dental TPA shall provide a detailed procedure on how to initiate these services, (i.e., coupon, payment voucher, etc.) and be approved by the State prior to the Contract effective date.

40.730 Air Transportation

- A. The Dental TPA shall coordinate the use of air transportation for children and adults (and a companion if necessary for assistance) with DHS, if referred to a dental provider that is located on a different island or in a different service area (the

need of all non-emergency air transportation shall be determined by Dental TPA).

- B. The referring dental provider shall notify the Dental TPA when treatment is required off island. After verification from a dental provider and verification of the appointment to the dental provider of service, the Dental TPA shall assist the beneficiaries to schedule the air transportation with DHS. A parent or guardian must accompany an eligible child under eighteen (18) years of age.
- C. The Dental TPA shall be responsible to inform and educate the eligible beneficiaries of these services.
- D. The State shall be responsible to pay for all air transportation services. The Dental TPA shall be responsible to maintain an air transportation log/report and submit to the State within five (5) business days after the end of the month in which the services were received.

40.740 Food and Lodging

- A. In addition, the Dental TPA is responsible to assist eligible beneficiaries (upon request) with meals and lodging associated with off-island or out-of state travel due to medical necessity (or lack of an appropriate provider) for the patient and their parent or guardian.
- B. The Dental TPA shall prior approve meals and lodging when appropriate, and assist with the coordination of these services. The State shall be responsible for the reimbursement of meals and lodging services. The Dental TPA shall be responsible to maintain and submit a log/report of food and lodging services to the State within five (5) business days after the end of the month in which the services were provided.
- C. The Dental TPA shall be responsible to inform and educate the eligible beneficiaries of these services. The Dental TPA shall provide a detailed procedure on how to initiate these services, and be approved by the State prior to the Contract Effective Date.

40.750 Denials

- A. If a request for transportation or meals and lodging does not meet the Authorization criteria, the Dental TPA shall deny the service. Any denial should be documented by Beneficiary name, types of service requested, and reason for denial. A denial of service log/report shall be provided to the State on a monthly basis. Upon denial, the Dental TPA shall advise the Beneficiary of their appeal rights as described in Section 41.400.

**40.800 Project Implementation**

- A. The MQD-TPA project must be in full implementation on the Contract Effective Date found in Section 20.100.
- B. The following is a preliminary analysis of the major tasks involved for developing the end product of this project. The Dental TPA is encouraged to supplement this listing with improved or additional steps, sub tasks or elements deemed necessary to permit the development of alternative approaches or the application of proprietary analytical techniques.
  - 1. An overall work plan must be developed as a basis for executing subsequent steps as the project progresses. Essential to the process of this task is the preparation of a sound approach to attaining the objectives of the project.
  - 2. Perform necessary tasks to address requirements specified for Claims Administration and Operations.
  - 3. Perform necessary tasks to address requirements specified for Dental Consultation
  - 4. Provide the required personnel and information and perform the necessary tasks specified for Other Topics.
  - 5. The Dental TPA's operations shall be in full compliance with relevant federal statutes, regulations, and policy requirements; State law, administrative rules, and guidelines; and DHS policies, including but not limited to:
    - a) Social Security Act of 1966



- b) OBRA '90
  - c) OBRA '93
  - d) Health Insurance Portability and Accountability Act of 1996
  - e) Social Welfare Act
  - f) Hawaii Workers' Disability Compensation Law
  - g) Persons with Disabilities Civil Rights Act
  - h) State Administrative Rules and Regulations
  - i) HIPPA Act
6. The Dental TPA shall remain up-to-date regarding any changes.

#### **40.900 Claims Processing**

- A. A grace period of 60 days is permitted during the implementation phase, beginning with the first day of operations, during which time the State shall not assess damages for failure to meet the specified performance levels, provided that the Dental TPA is making a good faith effort to comply with all performance levels. The Dental TPA shall be liable for the actual amount of all Dental TPA caused overpayments, duplicate payments or payments that should have been denied. Such liabilities shall be withheld from Dental TPA payments until all such damages are satisfied. The Dental TPA shall be responsible for all costs to correct and/or prevent the problem.
- B. The Dental TPA shall pay its subcontractors and dental providers on a timely basis, consistent with the claims payment procedures described in Section 1902(a)(37)(A) of the Social Security Act. The Dental TPA shall allow dental providers at least one year to submit claims for reimbursement.
- C. This section requires that ninety percent (90%) of clean claims lines for payment (for which no further written information or substantiation is required in order to make payment) are paid

within thirty (30) days of the date of receipt of such claims and that ninety-nine percent (99%) of clean claims lines are paid within ninety (90) days of the date of receipt of such claims. The date of receipt is the date the Dental TPA receives the claim and the date of payment is the date of the check or other form of payment. The Dental TPA and the dental providers may, however, agree to an alternative payment schedule provided this alternative payment schedule is reviewed and approved by DHS.

#### **41.100 Utilization Management Review**

- A. Utilization management must focus on Beneficiary and provider utilization patterns. Please refer to provider manual Chapter 14 related to Utilization management.

#### **41.200 Key Personnel**

- A. The Dental TPA shall submit The Staffing Change Notification Form, as described in Appendix L, to MQD within seven (7) days of learning of a change to the key personnel listed in the following sections.

#### **41.210 Project Manager**

- A. The Dental TPA shall have on staff a full-time Project Manager based in the State of Hawaii to oversee the operations of this contract. The Project Manager shall be the person assigned under this contract, who is responsible for operation of all contract duties including the claims processing (POS, EMC and paper), the PA review process, help desk functions, etc.
- B. The Project Manager shall serve as a liaison and shall be readily available and responsible, as the need arises, for consultation and assistance with DHS staff. The Project Manager shall:
  - 1. Attend meetings (MQD, administrative hearings etc.) as required by DHS;
  - 2. Provide timely and informed responses when operational and/or administrative issues or questions arise;

3. Provide prompt assistance to DHS staff regarding operational issues;
  4. Assure timely compliance with all contract responsibilities;
  5. Supervise the Dental TPA's other personnel to ensure the quality of their performance;
  6. Identify and resolve problems/issues regarding operations, staffing etc.;
  7. Ensure internal audits and monitoring are being done timely and appropriately;
  8. Be responsible for the quality of the Dental TPA's fulfillment of the contract responsibilities;
  9. Perform any additional operational duties related to the Contract with DHS; and
  10. Coordinate operational responsibilities with clinical activities as needed.
- C. The Dental TPA must show that the Project Manager is capable and experienced.

41.220 Dental Director

- A. The Dental TPA shall have on staff a full-time Dental Director based in the State of Hawaii to oversee the quality of dental care furnished and to ensure that dental care is provided by qualified dental personnel. The Dental Director shall address any potential quality of care problems and be substantially involved in quality assurance. The Dental Director shall work closely with the MQD Medical Director and participate in any committees relating to Hawaii Medicaid Program when requested by DHS.
- B. The Dental Director shall be licensed to practice in the State of Hawaii and have experience and training commensurate with the required duties of overseeing the quality of care and that care is provided by qualified personnel. Given appropriate guidelines from the state Medicaid office, the Medical Director shall help determine which dental services are covered benefits.

41.230 Other Key Personnel

- A. The Dental TPA shall describe the ability to secure and retain the required professional staff to meet the contract requirements. This shall include but is not limited to:
1. Care Coordination Manager, based in the State of Hawaii, to support the Care Coordination functions identified in Section 40.620.
  2. Clerical support for the clinical and computer systems staff.
  3. Computer Analysts and Programmers etc. to ensure the computer systems are reliable, secure, current, and meet the needs of DHS.
  4. Compliance Officer, based in the State of Hawaii, to support the program integrity function identified in Section 45.
- B. DHS shall have the absolute right to approve or disapprove the Offeror's and any subcontractor's assigned Project Manager and Dental Director, to disapprove or approve any proposed changes in this personnel, or require the removal or reassignment of any personnel found by DHS to be unwilling or unable to perform under the terms of the contract.
- C. The Dental TPA shall provide DHS with a resume of Project Manager, Dental Director, Care Coordination Manager, Computer Analysis and Programmers and Compliance Officer.
- D. The Dental TPA shall provide DHS with a resume of any member(s) of its staff or a subcontractor's staff assigned to or proposed to be assigned to any aspect of this contract.
- E. Personnel commitments made on the Dental TPA's response shall not be changed except as herein above provided or due to the resignation of any named individual.

### **41.300 Discrimination or Denial of Access**

- A. All Medicaid beneficiaries shall be provided the needed allowable dental services without regard to race, color, creed, ancestry, age, marital status, arrest and court records, sex, including gender identity or expression, sexual orientation, religion, national origin or mental or physical handicap, except as provided by law. The quality of the dental services provided to the eligible beneficiaries shall be provided in accordance with established standards of practice.

### **41.400 Beneficiary Grievances and Appeals System**

#### A. General Requirements

1. The Dental TPA shall have a formal grievance and appeals system that is consistent with the requirements of the State of Hawaii. The Beneficiary grievance and appeals system shall include an inquiry process, a grievance process and an appeals process. In addition, the Dental TPA's grievance and appeals system shall provide information to Beneficiaries on accessing the State's administrative hearing system. The Dental TPA shall require that Beneficiaries exhaust its internal grievance and appeals system prior to accessing the State's administrative hearing system.
2. The Dental TPA shall use templates developed by DHS for communication to Beneficiaries regarding grievance and appeal process system processes.
3. The Dental TPA shall develop policies and procedures for its grievance and appeals system and submit these to DHS for review and approval in accordance with Section 41.500. The Dental TPA shall submit to DHS any proposed updated copy of these policies and procedures within thirty (30) days of any modification for review and approval. Changes shall be approved by DHS prior to implementation.
4. The Dental TPA shall address, log, track and trend all expressions of dissatisfaction, regardless of the degree of seriousness and regardless of whether the Beneficiary or provider expressly requests filing the concern or requests

remedial action. The formal grievance and appeals system shall be utilized for any expression of dissatisfaction and any unresolved issue.

5. The Dental TPA shall give Beneficiaries any reasonable assistance in completing forms and taking other procedural steps. This includes, but is not limited to, auxiliary aids and services upon request such as providing interpreter services, and toll-free numbers that have adequate TTY/TTD and interpreter capability.
6. The Dental TPA shall acknowledge receipt of each filed grievance and appeal in writing within five (5)<sup>1</sup> business days of receipt of the grievance or appeal. The Dental TPA shall have procedures in place to notify all Beneficiaries in their primary language of grievance and appeal resolutions, as described in this section. These procedures shall include written translation and oral interpretation.
7. The Dental TPA shall ensure that for any decision to deny a service authorization request the Beneficiary shall be given a timely and accessible option that discusses the denial and is made and reviewed by a dental professional.
8. The Dental TPA shall ensure that individuals who make decisions on grievances and appeals were not involved in any previous level of review or decision-making, nor is a subordinate of any such individual. The individual making decisions on grievances and appeals shall be dental professionals who have the appropriate clinical expertise. These decision makers on grievances and appeals shall take into account all comments, documents, records, and other information submitted by the Beneficiary and/or their representative without regard to whether such information was submitted or considered in the initial denial of dental services. This requirement applies specifically to reviewers of:
  - a. An appeal of a denial based on issues of medically necessary or Medical Necessity;

---

<sup>1</sup> The first day shall be the day after the day of receipt of a grievance or appeal. For example, and assuming there are no intervening holidays, if an appeal is received on Monday, the five (5) business days period for acknowledgment of receipt of the appeal is counted from Tuesday. Therefore, the acknowledgment must be sent to the Beneficiary by the following Monday.

- b. A grievance regarding denial of expedited resolution of an appeal; or
  - c. A grievance or appeal that involves clinical issues.
9. A Beneficiary, a Beneficiary's authorized representative, or a provider acting on behalf of the Beneficiary with the Beneficiaries' authorization, is deemed to have exhausted the Dental TPA's grievance and appeal process if the Dental TPA fails to adhere to the notice and timing requirements set by DHS, and may file for a State administrative hearing.

#### B. Grievance and Appeal Recordkeeping

1. The Dental TPA shall maintain records of its Beneficiaries' grievances and appeals for a period of no less than ten (10) years and this RFP's requirements for recordkeeping and confidentiality of Beneficiaries' dental records. Records shall be accurately maintained in a manner accessible to the State.
2. The record of each grievance or appeal shall contain, at a minimum, all of the following information:
  - a. A general description of the reason for the appeal or grievance;
  - b. The date received;
  - c. The date of each review or, if applicable, review meeting;
  - d. Resolution at each level of the appeal or grievance, if applicable;
  - e. Date of resolution at each level, if applicable; and
  - f. Name of the covered person for whom the appeal or grievance was filed.

#### C. Inquiry Process

1. The Dental TPA shall have an inquiry process to address all inquiries. As part of this process, the Dental TPA shall ensure that, if at any point during the contact, the Beneficiary expresses a complaint of any kind, the inquiry

becomes a grievance or appeal and the Dental TPA shall give the Beneficiary, a Beneficiaries' authorized representative, or a provider acting on behalf of the Beneficiary with the Beneficiary's consent, their grievance and appeal rights. The inquiry can be in writing or made as a verbal request over the telephone.

#### D. Authorized Representative of a Beneficiary

1. Beneficiaries shall be allowed to authorize another person to represent their interests during any stage of the Grievance and Appeal System process as their authorized representative.
2. Beneficiaries shall be allowed, in person or by telephone, to verbally identify another person who may communicate with the Dental TPA on the Beneficiaries' behalf, for any matter that does not require a written request or written designation of an authorized representative under this RFP and contract.

#### E. Grievance Process

1. A grievance may be filed about any matter. Subjects for grievances include, but are not limited to:
  - a. The quality of care of a Provider;
  - b. Rudeness of a Provider or a Provider's employee; or
  - c. Failure to respect the Beneficiary's rights regardless of whether remedial action is requested.
2. Grievance includes a Beneficiaries' right to dispute an extension of time proposed by the Dental TPA to make an authorization decision.
3. A Beneficiary or a Beneficiaries' Authorized Representative may file a grievance orally or in writing with the Dental TPA at any time. The Dental TPA shall accept any grievance filed on the Beneficiary's behalf from a Beneficiaries' representative even without verbal or written consent of the Beneficiary. However, the Dental TPA shall send the outcome of any grievance filed by a Beneficiaries'



representative without oral or written consent, such as the Appointment of Representative form, to the Beneficiary.

4. The Dental TPA shall ensure that all comments, documents, records, and other information submitted by the Beneficiaries or their representative are taken into account by the grievance decision makers.
5. The Dental TPA shall have in place written policies and procedures for processing grievances in a timely manner to include processes pertaining to grievances filed by a provider or a Beneficiaries' authorized representative on behalf of the Beneficiary, and protocols for addressing grievances filed by a Beneficiaries' representative when there is no documentation of a written form of authorization, such as an Appointment of Representative (AOR) form.
6. As part of the grievance policies and procedures, the Dental TPA shall have in effect mechanisms to:
  - a. Ensure reasonable attempts were made to obtain a written form of authorization; and
  - b. Consult with the requesting provider when appropriate.
7. The Dental TPA shall:
  - a. Send a written acknowledgement of the grievance within five (5) business days of the Beneficiaries' expression of dissatisfaction;
  - b. Convey a disposition, in writing, of the grievance resolution as expeditiously as the Beneficiaries' health condition requires, but no later than thirty (30) days of the initial expression of dissatisfaction; and
  - c. Include clear instructions as to how to access the State's grievance review process if the Beneficiary is dissatisfied with the Dental TPA's disposition.
8. The Dental TPA's resolution of the grievance shall be final unless the Beneficiary or Beneficiaries' representative wishes to file for a grievance review with the State.

9. The Dental TPA may extend the timeframe for processing a grievance by up to fourteen (14) days if the Beneficiary requests the extension; or if the Dental TPA shows that there is need for additional information and that the delay is in the Beneficiaries' interest.
10. If the Dental TPA extends the timeline for a grievance not at the request of the Beneficiary, the Dental TPA shall: make reasonable efforts to give the Beneficiary prompt oral notice of the delay; give the Beneficiary written notice, within two (2) days, of the reason for the decision to extend the timeframe and inform the Beneficiary of the right to file a grievance if he or she disagrees with that decision.

#### F. State Grievance Review

1. As part of its grievance and appeals system, the Dental TPA shall inform Beneficiaries of their right to seek a grievance review from the State in the event the disposition of the grievance does not meet the satisfaction or expectations of the Beneficiary. The Dental TPA shall provide its Beneficiaries with the following information about the State grievance review process:
  - a. Dental TPA Beneficiaries may request a State grievance review, within thirty (30) days of the Beneficiaries' receipt of the grievance disposition from the Dental TPA. A State grievance review may be made by contacting DHS by phone or by mailing a request to:

Med-QUEST Division  
Health Care Services Branch  
P.O. Box 700190  
Kapolei, Hawaii 96709-0190  
Telephone: 808-692-8094
  - b. DHS shall review the grievance and contact the Beneficiary with a determination within ninety (90) days from the day the request for a grievance review is received; and
  - c. The grievance review determination made by DHS is final.

#### G. Notice of Adverse Benefit Determination

1. The Dental TPA shall give the Beneficiary and the referring provider a written notice of an Adverse Benefit Determination within the time frames specified below. The notice to the Beneficiary or provider shall include the following information:
  - a. The adverse benefit determination the Dental TPA has made or intends to make;
  - b. The reason for the adverse benefit determination, including the right of the Beneficiary to be provided, upon request and free of charge, with reasonable access to and copies of all documents, records, and other information relevant to the Beneficiaries' adverse benefit determination. Such information includes Medical Necessity criteria, and any processes, strategies, or evidentiary standards used in setting coverage limits;
  - c. The Beneficiaries' or provider's right to an appeal with the Dental TPA;
  - d. The Beneficiaries' or provider's right to request an appeal;
  - e. Procedures for filing an appeal with the Dental TPA;
  - f. The Beneficiaries' right to represent himself or herself, use legal counsel, or use an authorized representative;
  - g. The circumstances under which an appeal process can be expedited and how to request it; and
  - h. The Beneficiaries' right to have benefits continue pending resolution of the appeal, how to request that benefits be continued, and the circumstances, consistent with State policy, under which the Beneficiary may be required to pay the costs of these services.
2. The notice of adverse benefit determination to the Beneficiary shall be written.
3. The Dental TPA shall mail the notice within the following time frames:

- a. For standard service authorization decisions that deny or limit services: as expeditiously as the Beneficiaries' health condition requires, but not more than fourteen (14) days following receipt of request for service, with a possible extension of up to fourteen (14) additional days. The total time frame allowed with extension is twenty-eight (28) days from the date of the request for services if:
  - 1) Beneficiary or provider requests an extension; or
  - 2) The Dental TPA justifies a need for additional information and how the extension is in the Beneficiaries' best interest.
- b. If the Dental TPA extends the time frame, it shall:
  - 1) Give the Beneficiary written notice of the reason for the decision to extend the time frame and inform the Beneficiary of the right to file a grievance if he or she disagrees with that decision to extend the time frame; and
  - 2) Issue and carry out its determination as expeditiously as the Beneficiaries' health condition requires but no later than the date the extension expires.
- c. For expedited authorization decisions: as expeditiously as the Beneficiaries' health condition requires but no later than seventy-two (72) hours after receipt of the request for service. The Dental TPA may extend the seventy-two (72) hour timeframe by up to an additional fourteen (14) days if the Beneficiary requests an extension, or if the Dental TPA justifies to DHS a need for additional information and how the extension is in the Beneficiaries' best interest.
- d. For service authorization decisions not reached within the time frames specified above shall constitute an denial.

## H. Dental TPA Appeals Process

1. An appeal may be filed when the Dental TPA issues an Adverse Benefit Determination to a Dental TPA Beneficiary.
2. A Beneficiary, a Beneficiaries' authorized representative, or a provider acting on behalf of the Beneficiary with the Beneficiaries' authorization, may file an appeal within sixty (60) days of the Notice of Adverse Benefit Determination. An oral appeal may be submitted in order to establish the appeal submission date. The Dental TPA shall assist the Beneficiary, provider or other authorized representative in this process.
3. The Dental TPA shall ensure that decision makers on appeals take into account all comments, documents, records, and other information submitted by the Beneficiary or their representative without regard to whether such information was submitted or considered in the initial Adverse Benefit Determination.
4. In addition to meeting the general requirements detailed in this section, the Dental TPA shall:
  - a. Ensure that oral inquiries seeking to appeal an action are treated as appeals, unless the Beneficiary, provider or other authorized representative requests expedited resolutions;
  - b. As part of its grievance and appeals system, the Dental TPA shall have policies and procedures in effect to ensure reasonable attempts were made to obtain a confirmation of the appeal;
  - c. Send an acknowledgement of the receipt of the appeal within five (5) business days from the date of the receipt of the written or oral appeal;
  - d. Provide the Beneficiary and his or her authorized representative a reasonable opportunity, in person and in writing, to present evidence and testimony and make legal and factual arguments. The Dental TPA shall inform the Beneficiary about the limited time available for this sufficiently in advance of the resolution

timeframe for appeals and in the case of expedited resolution;

- e. Provide the Beneficiary and his or her authorized representative, upon request, the Beneficiaries' case file, including service related records, other documents and records, and any new or additional evidence considered, relied upon, or generated by the Dental TPA. This information shall be provided free of charge and sufficiently in advance of the resolution timeframe for appeals; and
  - f. Include as parties to the appeal, the Beneficiary and his or her authorized representative, or the legal representative in the case of a deceased Beneficiaries' estate.
5. For standard resolution of an appeal, the Dental TPA shall resolve the appeal and provide a written notice of disposition to the parties as expeditiously as the Beneficiaries' health condition requires, but no more than thirty (30) days from the day the Dental TPA receives the appeal.
  6. The Dental TPA may extend the resolution time frame by up to fourteen (14) additional days if the Beneficiary requests the extension, or the Dental TPA shows, to the satisfaction of DHS, upon its request for review, that there is need for additional information that justifies the delay, and how the delay shall be in the Beneficiaries' best interest.
  7. For any extension not requested by a Beneficiary, the Dental TPA shall make reasonable efforts to give the Beneficiary prompt oral notice of the delay. The Dental TPA shall give the Beneficiary written notice of the reason for the decision to extend the timeframe and inform the Beneficiary of the right to file a grievance if he or she disagrees with that decision within two (2) days. The Dental TPA shall resolve the appeal as expeditiously as the Beneficiaries' health condition requires and no later than the date the extension expires.

8. The Dental TPA shall notify the Beneficiary, provider or other authorized representative in writing within thirty (30) days of the resolution.
9. The Dental TPA shall include the following in the written notice of the resolution:
  - a. The results of the appeal process and the date it was completed; and
  - b. For appeals not resolved wholly in favor of the Beneficiary:
    - 1) The right to request a State administrative hearing with the Administrative Appeals Office (AAO), and clear instructions about how to access this process;
    - 2) The right to request to receive benefits while the hearing is pending and how to make the request; and
    - 3) A statement that the Beneficiary may be held liable for the cost of those benefits if the hearing decision is not in the Beneficiaries' favor.

#### I. Expedited Appeal Process

1. The Dental TPA shall establish and maintain an expedited review process for appeals. The Beneficiary, his or her Provider or other authorized representative acting on behalf of the Beneficiary with the Beneficiaries' written authorization, may file an expedited appeal either orally or in writing. No additional follow-up shall be required.
2. An expedited appeal is only appropriate when the Dental TPA determines, based upon a request from the Beneficiary, or the provider indicates, in making the request on the Beneficiaries' behalf, that taking the time for a standard resolution could seriously jeopardize the Beneficiaries' health.
3. The Dental TPA shall ensure that punitive action is not taken against a provider who requests an expedited resolution or who supports a Beneficiaries' appeal.

4. The Dental TPA shall inform Beneficiaries of the limited time available to present evidence and testimony, in person and in writing, and make legal and factual arguments in the case of an expedited appeal resolution. The Dental TPA shall inform Beneficiaries of this sufficiently in advance of the resolution timeframe for appeals.
5. For expedited resolution of an appeal, the Dental TPA shall resolve the appeal and provide written notice to the affected parties as expeditiously as the Beneficiaries' health condition requires, but no more than seventy-two (72) hours from the time the Dental TPA received the appeal. The Dental TPA shall make reasonable efforts to also provide oral notice of the appeal determination to the Beneficiary.
6. The Dental TPA shall provide written notice, and make reasonable efforts to provide oral notice, of the resolution of an expedited appeal. The Dental TPA shall include the following in the written notice of the resolution:
  - a. The results of the appeal process and the date it was completed; and
  - b. For appeals not resolved wholly in favor of the Beneficiary:
    - 1) The right to request a State administrative hearing and clear instructions about how to access this process;
    - 2) The right to request an expedited State administrative hearing;
    - 3) The right to request to receive benefits while the hearing is pending, and how to make the request; and
    - 4) A statement that the Beneficiary may be held liable for the cost of those benefits if the hearing decision upholds the Dental TPA's action.
7. The Dental TPA may extend the expedited appeal resolution time frame by up to fourteen additional (14) days if the Beneficiary requests the extension or the Dental TPA needs additional information and demonstrates to DHS how the



delay shall be in the Beneficiaries' best interest. For any extension not requested by the Beneficiary, or if the Dental TPA denies a request for expedited resolution of an appeal, it shall:

- a. Transfer the appeal to the time frame for standard resolution;
  - b. Make reasonable efforts to give the Beneficiary prompt oral notice of the delay or denial;
  - c. Within two (2) days give the Beneficiary written notice of the reason for the decision to extend the timeframe or deny a request for expedited resolution of an appeal;
  - d. Inform the Beneficiary orally and in writing that they may file a grievance with the Dental TPA for the delay or denial of the expedited process, if he or she disagrees with that decision; and
  - e. Resolve the appeal as expeditiously as the Beneficiaries' health condition requires and no later than the date the extension expires.
8. The Dental TPA shall notify DHS within twenty-four (24) hours if an expedited appeal has been granted by the Dental TPA or if an expedited appeal time frame has been requested by the Beneficiary or the provider. If the Dental TPA is not resolving the appeal on an expedited basis, the Dental TPA shall provide the reason it is requesting a fourteen additional fourteen (14) day extension to DHS. The Dental TPA shall notify DHS within twenty-four (24) hours, or sooner if possible, from the time the expedited appeal is upheld. The Dental TPA shall provide information on the method of notification to the Beneficiary to DHS.
9. If the Dental TPA denies a request for expedited resolution of an appeal, it shall transfer the appeal to the standard timeframe of no longer than thirty (30) days from the day the Dental TPA receives the appeal, with a possible fourteen (14) days extension.
- J. State Administrative Appeals Office Hearing for Regular Appeals

1. If the Beneficiary is not satisfied with the Dental TPA's written notice of disposition of an appeal, the Beneficiary may file for a State administrative hearing within one hundred and twenty (120) days of the receipt of the notice of denial disposition as part of the Beneficiaries' internal appeal procedure.
2. At the time of the denied appeal determination, the Dental TPA shall inform the Beneficiary, the Beneficiaries' provider or other authorized representative, or the legal representative of a deceased Beneficiaries' estate that:
  - a. He or she may request information on how to exhaust the Dental TPA's one level of appeal and the right to a state administrative appeal hearing after receiving notice that the adverse benefit determination is upheld; and
  - b. The Beneficiary, or his or her authorized representative, may access the State administrative hearing process by submitting a letter to the AAO within one hundred and twenty (120) days from the receipt of the Beneficiaries' appeal determination.
3. Upon request of DHS, the Dental TPA's Medical Director or his/or designee shall attend the state administrative hearing.
4. In addition to the hearing guidance listed in HAR §17-1703.1, a Beneficiary may request a hearing on the following bases:
  - a. Beneficiaries' clean claim for services is denied or is not acted upon with reasonable promptness; and
  - b. Beneficiary believes the Dental TPA has taken an action on covered benefits or services erroneously.
5. Hearing Decisions shall be based exclusively on evidence introduced at the hearing as reiterated below:
  - a. The transcript or recording of the testimony, information, and exhibits provided at the hearing, or an official report containing the substance of what happened at the hearing;

- b. All papers and requests filed in the proceeding; and
  - c. The recommendation or decision of the hearing officer.
6. The Dental TPA shall provide the following address to Beneficiaries:
- State of Hawaii Department of Human Services  
Administrative Appeals Office  
P.O. Box 339  
Honolulu, HI 96809-0339
7. The State shall reach its decision within ninety (90) days of the date the Beneficiary filed the request for an administrative hearing with the State. The disposition of the appeal at the State administrative hearing level shall prevail.

K. Expedited State Administrative Hearings

- 1. The Beneficiary may file for an expedited State administrative hearing only when the Beneficiary requested or the Dental TPA provided an expedited appeal and the action of the appeal was determined to be adverse to the Beneficiary (Action Denied). The Beneficiary may file for an expedited State administrative hearing process by submitting a letter to the AAO within one hundred and twenty (120) days from the receipt of the Beneficiaries' appeal determination.
- 2. The Dental TPA shall provide the following address to Beneficiaries:

State of Hawaii Department of Human Services  
Administrative Appeals Office  
P.O. Box 339  
Honolulu, HI 96809-0339
- 3. An expedited State administrative hearing shall be heard and determined within three (3) business days after the date the Beneficiary filed the request for an expedited State administrative hearing with no opportunity for extension on behalf of the State. The Dental TPA shall collaborate with the State to ensure that the best results

are provided for the Beneficiary and to ensure that the procedures comply with State and Federal regulations.

4. In the event of an expedited State administrative hearing the Dental TPA shall submit information that was used to make the determination, for example, dental services records, written documents to and from the Beneficiary, provider notes, etc. The Dental TPA shall submit this information to DHS within twenty-four (24) hours of the decision denying the expedited appeal.

L. Continuation of Benefits during an Appeal or State Administrative Hearing

1. A Beneficiary or a Beneficiaries' authorized representative may request for a continuation of benefits during a Dental TPA Appeal or a State Administrative Hearing process. The Dental TPA shall continue the Beneficiaries' benefits if the following conditions have been met:
  - a. an appeal was requested within sixty (60) days following the date on the adverse benefit determination notice;
  - b. The appeal or request for State administrative hearing involves the termination, suspension, or reduction of a previously authorized services;
  - c. The services were ordered by an authorized provider;
  - d. The original authorization period has not expired; and
  - e. The Beneficiary timely files for continuation of benefits on or before the later of the following:
    - 1) Within ten (10) days of the Dental TPA mailing the notice of adverse benefit determination; or
    - 2) The intended effective date of the Dental TPA's proposed adverse benefit determination.
2. If the Dental TPA continues or reinstates the Beneficiaries' benefits while the appeal or State administrative hearing is pending, the Dental TPA shall not discontinue the benefits until one of the following occurs:

- a. The Beneficiary withdraws the appeal or request for a State administrative hearing;
  - b. The Beneficiary does not request a State administrative hearing within ten (10) days from when the Dental TPA mails a notice of an adverse benefit determination; or
  - c. A State administrative hearing decision unfavorable to the Beneficiary is made.
3. If the final resolution of the appeal or State administrative hearing is adverse to the Beneficiary, that is, upholds the Dental TPA's adverse benefit determination, the Dental TPA may, consistent with the State's usual policy on recoveries and as specified in the Dental TPA's contract, recover the cost of services furnished to the Beneficiary while the appeal and State administrative hearing were pending, to the extent that they were furnished solely because of the requirements of this section.
  4. If the Dental TPA or the State reverses a decision to deny, limit, or delay services that were not furnished while the appeal was pending, the Dental TPA shall authorize or provide these disputed services promptly, and as expeditiously as the Beneficiaries' health condition requires, but no later than seventy-two (72) hours from the date it receives notice reversing the determination.
  5. If the Dental TPA or the State reverses a decision to deny authorization of services, and the Beneficiary received the disputed services while the appeal was pending, the Dental TPA shall pay for those services.

#### **41.500 Readiness Review**

- A. Prior to the Contract Effective Date as described in Section 20.100, DHS shall conduct a readiness review of the Dental TPA in order to provide assurance that the Dental TPA is able and prepared to perform all administrative and care coordination functions required by this contract and to provide high quality services to eligible beneficiaries. The Dental TPA's

responsibilities in their readiness review are described in Section 41.510.

- B. DHS review may include, but not limited to, a walk-through of the Dental TPA's operations, information system demonstrations and interviews with Dental TPA's staff. The review may include desk and on-site review of:
  - 1. Claims processing
  - 2. All required policies and procedures
- C. Based on the results of the review activities, DHS shall provide the Dental TPA with a summary of findings including the identification of areas requiring corrective action before the Dental TPA begins operation. If the Dental TPA is unable to demonstrate its ability to meet the requirements of the contract, as determined by DHS, within the time frame specified by DHS may terminate the contract in accordance with Section 51.700.

#### 41.510 Dental TPA Responsibilities

- A. The Dental TPA shall comply with all readiness review activities required by DHS. Readiness Review requires the Dental TPA to submit to DHS required documents 60 days after the contract is awarded. Documents include the following:
  - 1. Staffing Chart;
  - 2. Policies and Procedures for Care Coordination Services and website;
  - 3. Outreach and education;
  - 4. Cultural Competency plan;
  - 5. Policies and Procedures for Oral Translation and Translation of Material;
  - 6. Policies and Procedures for eligible Beneficiary Provider Call Center;
  - 7. Access to Provider portal;

8. Policies and Procedures for Claim Processing;
  9. Policies and Procedures for Prior authorization requests;
  10. Provider Education Materials;
  11. Policies and Procedures for Grievances and Appeals (for Beneficiaries and Providers);
  12. Policies and Procedures for updated benefits;
  13. A list of the Dental TPA's staff residing in the State of Hawaii, including their job titles;
  14. A list of CC's staff residing in the State of Hawaii, including their job titles;
  15. Policies and Procedures for Reporting Requirements;
  16. Sub-contractor Agreement;
  17. Staff Training Plan;
  18. Policies and Procedures for FWA Compliance Plan; and
  19. Claim Processing.
- B. The Dental TPA shall be asked to participate in any on-site review activities conducted by DHS and submit updates on implementation activities. DHS reserves the right to request additional documents for review and approval during readiness review.

## **SECTION 45 Program Integrity**

### **45.100 Fraud, Waste and Abuse (FWA)**

#### **A. Administrative Requirements**

1. The Dental TPA and Subcontractors, to the extent that the Subcontractor can be delegated responsibilities, shall have a program integrity program, including a mandatory compliance plan, designed to guard against FWA. The Dental TPA's FWA activities shall comply with the program integrity requirements outlined in this section. This program shall include internal controls, policies, procedures, and standards of conduct for the prevention, detection, reporting, and corrective action for known or suspected cases of FWA in the administration and delivery of services under this Contract.
2. The Dental TPA shall have a Compliance Officer who is responsible for the compliance program required under this section. This includes compliance with sufficient staffing in accordance with Section 41.200, and resources to identify and investigate unusual incidents and develop and implement corrective action plans to assist the Dental TPA in preventing and detecting potential FWA activities.
3. The Dental TPA shall include a Compliance Committee at the senior management level. The committee shall be responsible for overseeing the organization's compliance program and its compliance with the requirements under the Contract.
4. Coordination with the State
  - a. In order to facilitate cooperation with the State, the Dental TPA shall establish and maintain a special investigative unit (SIU), either in-house or by contract with another entity, to investigate possible acts of FWA for all services provided under the Contract, including those services provided by Subcontractors.
  - b. The Dental TPA Compliance Officer, Dental TPA SIU, and applicable Subcontractors shall work cooperatively with DHS, the State of Hawaii MFCU, the OIG and CMS, and



any other law enforcement agencies, as appropriate, to administer effective FWA practices and participate in any subsequent legal actions. The Dental TPA shall take part in coordination activities within the State to maximize resources for FWA issues. Dental TPA cooperation shall include access to the Dental TPA's place of business during normal business hours and provision of requested information, including financial records, claims records, and internal reports of action taken, such as investigative, corrective, and legal actions. The Dental TPA shall also provide access to their employees and consultants for interviews, at no charge to the State, including but not limited to: those with expertise in the administration of the program or those who are in any matter related to an investigation.

- The Dental TPA shall include Compliance Officer or designee and one secondary contact person for program integrity and investigation-related records, documents, data, media, or other information requests. Requests will be sent to the designated Dental TPA contact person(s) in writing by email, fax, or mail, and will provide the specifics of the information being requested.
  - The Dental TPA shall respond to the appropriate DHS staff within the timeframe designated in the request. If the Dental TPA is unable to provide all of the requested information within the designated timeframe, the Dental TPA may request an extension in writing (email) to the DHS requestor no less than two (2) business days prior to the due date.
5. The Dental TPA's response shall include data for all data fields as requested by DHS. The data shall be provided in the order and format requested. If any data field is left blank, an explanation shall accompany the response. The Dental TPA shall not add or delete any additional data fields in its response. The Dental TPA Compliance Officer and designated staff shall attend FWA training sessions as scheduled by the MFCU or DHS.
  6. The MFCU or DHS shall convene and facilitate monthly meetings regarding program integrity and FWA. The Dental TPA shall participate in meetings with state Program

Integrity, Investigations, or Fraud Control personnel, the Department's RAC, and with other Dental TPA compliance staff. Using a pre-defined template provided by DHS, the Dental TPA shall prepare a written update on cases, audits, recoveries, and trends. The Dental TPA shall submit the completed template to DHS program integrity staff three (3) business days prior to the monthly meeting. The Dental TPA representatives shall participate in discussions and share Dental TPA activities and findings with all meeting attendees.

7. Dental TPA shall be compliant with the following requirements as directed by DHS:
  - a. Within fifteen (15) business days of receipt of information from DHS on a questionable billing pattern, or provider with questionable claims patterns, the Dental TPA shall complete and submit an analysis of the provider's billing history related to the claims pattern. The analysis shall include, but is not limited to, the review time period, number of claims reviewed, number of claims with the specific claim pattern identified by DHS or a Dental TPA, total dollars for reviewed claims, and dollars identified for the specific claim pattern or allegation. The completed analysis shall be submitted to the program integrity representative designated by DHS.
  - b. If DHS terminates a provider's participation in the Medicaid program, a written notice of the termination shall be provided by DHS to the Dental TPA. The Dental TPA is required to terminate the provider participation in compliance with the terms provided in the DHS written notice.
8. In addition to reporting requirements related to prompt and timely information on suspected FWA described in this section, the Dental TPA shall provide compiled reports on FWA activities to DHS as described in Section 40.635. Information on FWA activities may be requested in a number of ways, and across multiple reports.
9. The Dental TPA's failure to comply with any requirement of this section may subject the Dental TPA to all available

remedies set forth in Section 50, in addition to any other legal remedy.

## B. Compliance Plan

1. The Dental TPA shall have a written FWA compliance plan that shall include program goals and objectives; program scope; assignments, policies, and procedures; and methodology.
2. At a minimum, the Dental TPA's compliance plan shall:
  - a. Designate a Compliance Officer who is accountable to the Dental TPA's senior management and is responsible for ensuring policies to establish effective lines of communication between the Compliance Officer and the Dental TPA's staff, and between the Compliance Officer and DHS staff are followed;
  - b. Establish a Compliance Committee that meets quarterly and reviews FWA compliance issues;
  - c. Establish an organizational structure and personnel roles and responsibilities for preliminary investigation(s) of provider FWA;
  - d. Require the reporting of suspected and/or confirmed FWA be done as required in Section 40.635;
  - e. Ensure notification to DHS Program Integrity staff requesting permission before initiating any form of adverse action, including but not limited to: notifying a provider of the outcome of an investigation and/or recovering any overpayments identified;
  - f. Ensure all of its officers, directors, managers, and employees know and understand the provisions of the Dental TPA's FWA compliance plan;
  - g. Ensure and describe effective training and education for the Compliance Officer and the organization's employees, senior and mid-level management, and Subcontractors;

- h. Ensure that providers and the Beneficiaries are educated about FWA identification and reporting, and include information in the provider and the Beneficiary material;
- i. Ensure the enforcement of standards through well-publicized disciplinary guidelines;
- j. Ensure provision of internal monitoring and auditing of reported FWA violations, including specific methodologies, and provisions for prompt response to potential offenses, and for the development of corrective action initiatives relating to the Dental TPA's FWA efforts;
- k. Ensure no individual who reports Dental TPA violations or suspected FWA is retaliated against;
- l. Include a monitoring program that is designed to prevent and detect potential or suspected FWA. This monitoring program shall include but not be limited to:
  - Monitoring the billings of its providers to ensure the Beneficiaries receive services for which the Dental TPA is billed;
  - Requiring the investigation of all reports of suspected fraud and over billings (upcoding, unbundling, billing for services furnished by others, and other overbilling practices);
  - Reviewing providers for over-utilization or under-utilization;
  - Verifying with the Beneficiaries the delivery of services as claimed; and
  - Reviewing and developing mechanisms to track consumer complaints on providers;
  - ❖ Ensure all suspected instances of internal and external FWA relating to the provision of, and payment for, Dental services including, but not limited to, Dental TPA employees/management, providers, Subcontractors, vendors, be reported to DHS. Additionally, any final resolution

reached by the Dental TPA shall include a written statement that provides notice to the provider that the resolution in no way binds the State of Hawaii or the federal government nor precludes the State of Hawaii or the federal government from taking further action for the circumstances that brought rise to the matter; and

- ❖ Ensure the Dental TPA shall cooperate fully in any investigation by federal and state oversight agencies and federal and state law enforcement agencies, as appropriate, and any subsequent legal action that may result from such an investigation.
3. The Dental TPA shall submit its compliance plan for DHS review in accordance with Section 41.500.
  4. The Dental TPA shall submit a written compliance plan to DHS for approval each year. The plan shall be submitted ninety (90) days prior to the start of the SFY. If the Dental TPA has not made any changes to its plan from the previous year, it may notify DHS that:
    - a. No changes have been made to the previously-approved compliance plan; and
    - b. The plan shall remain in place for the upcoming SFY. The notification shall be signed and certified by an officer or director of the Dental TPA that is responsible for carrying out the compliance plan.
  5. Upon receipt of a written request from DHS, the Dental TPA shall submit the complete compliance plan to the requester from DHS within two (2) business days.
  6. The Dental TPA's failure to fully implement, enforce, and monitor its compliance plan may subject the Dental TPA to all remedies available set forth in Section 50, in addition to any other legal remedy available to DHS.
- C. Investigating Suspected Fraud, Waste, and Abuse (FWA)
1. All suspected FWA committed by the Beneficiary should be reported to the appropriate entity. The Dental TPA shall

report eligibility fraud affecting dental assistance to the Investigations Office (INVO) of DHS. The reporting shall be done either through written notification or a telephone call to the INVO hotline.

2. If the Dental TPA receives a complaint of suspected Dental FWA from any source or identifies any questionable practices, either by the Beneficiaries or Providers, it shall conduct a preliminary investigation to determine whether there is sufficient basis to warrant a further investigation by DHS and/or the MFCU. If the findings of a preliminary investigation give the Dental TPA reason to believe that an incident of FWA has occurred in the Medicaid program, the Dental TPA shall promptly refer any potential FWA that it identifies to DHS. Dental TPAs are required to report all incidences of suspected FWA to DHS within fourteen (14) days of making such a determination. It is possible the Dental TPA may need to report the suspected activity immediately, such as when patient safety is at risk, evidence is being destroyed, or there is ongoing significant monetary loss. Criminal intent to commit fraud is not determined by either DHS or the Dental TPA. Based on all the evidence gathered, DHS or the Dental TPA only determines that an identified activity has the potential to be fraudulent and is likely not the result of an unintentional error.
3. The Dental TPA shall use the report form provided by DHS to report or refer suspected cases of dental FWA. At a minimum, this form shall require the following information for each case:
  - a. Subject (name and ID number);
  - b. Source of complaint;
  - c. Type of provider;
  - d. Dental TPA contact;
  - e. Contact information for Dental TPA staff with practical knowledge of the workings of the relevant programs;
  - f. Date reported to the State;

- g. Description of suspected intentional misconduct, with specific details:
- Type of dental service.
  - Factual explanation of the allegation. (The Dental TPA should provide as much detail as possible concerning the names, positions, and contact information of all relevant persons; a complete description of the alleged scheme as it is understood by the Dental TPA, including, when possible, one or more examples of specific claims that are believed to be fraudulent; the manner in which the Dental TPA came to learn of the conduct; and the actions taken by the Dental TPA to investigate the allegations.)
  - Date(s) of conduct. (When exact dates are unknown, the Dental TPA should provide its best estimate.)
- h. Specific statutes, rules, regulations, or policies violated includes all applicable federal/Medicaid violations as well as Dental TPA policy violations;
- i. Amount paid to the provider during the past three (3) years or during the period of the alleged misconduct, whichever is greater;
- j. Sample/exposed dollar amount when available;
- k. Legal and administrative disposition of the case; and
- l. Copies of any and all communications between the Dental TPA and the provider concerning the conduct at issue (including, provider enrollment documentation, and any education given to the provider as a result of past problems; as well as advisory bulletins, policy updates, or any other general communication to the provider community regarding questionable behavior. Letters, emails, faxes, memorandums, and phone logs are all sources of communication).
4. In addition to the information required on the form, this report shall include any and all evidence obtained by the Dental TPA in its preliminary investigation including but

not limited to, copies of claims and records reviewed, summary of interviews conducted, and copies of audit results or review board determinations.

5. The required form and additional information shall be submitted to DHS within the timeframes set forth in Section 45.100.
6. When it is determined that an investigation has the potential to be fraudulent, the Dental TPA shall not: contact the provider who is the subject of the investigation about any matters related to the investigation; attempt to negotiate any settlement or agreement; or accept any item of monetary value or otherwise offered by the provider (or its representative) who is the subject of the investigation in connection with the incident.

D. Prompt Reporting of Overpayments to Providers and Recoveries

1. The Dental TPA shall recover or report all overpayments. All overpayments identified by the Dental TPA shall be reported to DHS in accordance with Section 40.635. The overpayment shall be reported in the reporting period in which the overpayment is identified. It is understood the Dental TPA may not be able to complete recovery of overpayment until after the reporting period. The Dental TPA shall report to DHS the full overpayment identified.
  - a) The Dental TPA shall track claims and providers being audited and submit a written report to DHS Program Integrity detailing the auditing activities on a quarterly basis.
  - b) During the eighteen (18)-month period after the date of payment, DHS Program Integrity and other entities shall not initiate a separate review of claims being audited by the Dental TPA.
  - c) The Dental TPA may retain funds recovered due to audit activities it initiates during the initial eighteen (18) months from the date of services. After eighteen (18) months, DHS Program Integrity or other entities have full right to audit and pursue overpayments directly from providers. DHS or their representatives shall



notify the Dental TPA of recoveries, or direct the Dental TPA to make recoveries. In all cases, encounters should be adjusted and submitted to DHS within one hundred twenty (120) days of adjudication or adjustment.

2. The Dental TPA may negotiate and retain a lesser repayment amount with the provider; however, the full overpayment amount shall be used by the Dental TPA when submitting replacement encounter data.
3. The Dental TPA shall have in place a process for providers to report to the Dental TPA when it has received an overpayment, and a process for the provider to return the overpayment to the Dental TPA within sixty (60) days after the date on which the overpayment was identified. The Dental TPA shall require the provider to notify the Dental TPA in writing of the reason for the overpayment. DHS, or its contractor, may recover any overpayments made to the Dental TPA, and the method of recovery shall be determined by DHS.
4. The Dental TPA shall also report quarterly to DHS on all recoveries as described in Section 40.635. This report shall specify overpayments identified as FWA. The Dental TPA shall check the reporting of overpayments recoveries for accuracy and shall provide such accuracy reports to DHS upon request. The Dental TPA shall certify that the report contains all overpayments and those overpayments are reflected in encounter data submitted to DHS, and list these overpayments as itemized recoveries in reports submitted to DHS, as described in Section 40.635.
5. The Dental TPA is prohibited from recovering overpayments that are being investigated by the State, are the subject of pending federal or state litigation or investigation or are being audited by the Hawaii RAC or other State contracted auditor. Once the Dental TPA receives notice from DHS or other state or federal agency of such action, the Dental TPA shall cease any ongoing recovery efforts and coordinate with the notifying agency.
6. If DHS determines there is a credible allegation of fraud against a provider, then payments to the provider shall be

suspended absent a good cause exception. DHS shall be responsible for the determination of a credible allegation of fraud and any good cause exception.

- a. The Dental TPA shall have in place policies and controls to prevent payments to providers under payment suspension.
- b. DHS shall notify the Dental TPA in writing if payments to a provider are to be suspended and the effective date of the payment suspension. The Dental TPA shall suspend payments to the provider within one (1) business day of DHS notification.
- c. DHS shall notify the Dental TPA in writing if the payment suspension may be discontinued. The Dental TPA shall respond to the notice from DHS within three (3) business days and inform DHS of action taken.
- d. The Dental TPA shall also report all of the following information to DHS after it suspends payment to the provider or discontinues the suspension: dates the Dental TPA suspended payments or discontinued the payment suspension, outcome of any appeals, and amount of adjudicated Medicaid payments held.
- e. If the Dental TPA fails to suspend payments to a provider after being notified in accordance with this section, any payments made to the provider during the effective suspension may be recovered from the Dental TPA, and liquidated damages or sanctions may be imposed in accordance with Section 50.

## 7. Dental TPA Recoveries of Overpayments to Providers

- a. The Dental TPA shall be in compliance with this section as follows:
  - The treatment of recoveries made by the Dental TPA of overpayments to providers due to FWA shall specify:
    - ❖ The retention policies for the treatment of recoveries of overpayments due to FWA;

- ❖ The process, timeframes, and documentation required for reporting the recovery for all overpayments; and
  - ❖ The process, timeframes, and documentation required for payment of recoveries of overpayments to DHS in situations where the Dental TPA is not permitted to retain some or all of the recoveries of overpayments.
8. The Dental TPA shall have a mechanism for a Medicaid participating dentist to report to the Dental TPA when it has received an overpayment, to return the overpayment to the Dental TPA within sixty (60) days after the date on which the overpayment was identified, and to notify the Dental TPA in writing of the reason for the overpayment.
  9. The Dental TPA shall report to DHS within sixty (60) days when it has identified capitation payments or other payments in excess of amounts specified in the Contract.

#### E. Employee Education About False Claims Recovery

1. The Dental TPA shall establish written policies and procedures for its employees (including management, Subcontractors, providers, and agents) that provide detailed information about the False Claims Act and any other federal and state laws described in Section 1902(a)(68) of the Act, including whistleblower protections, administrative remedies for false claims, 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 FWA in federal healthcare programs. The Dental TPA shall include in any employee handbook a description of the laws and the rights of employees to be protected as whistleblowers.

## **45.200 Program Integrity Compliance**

- A. The Dental TPA's failure to comply with any requirement in this section may be subject to non-compliance provisions requirements in Section 50, in addition to any other legal remedy.

## **SECTION 50 TERMS AND CONDITIONS**

### **50.100 Contract Documents**

- A. The following documents form an integral part of the written contract between the Dental TPA and DHS (hereafter collectively referred to as "the Contract"):
1. Contract for Health and Human Services: Competitive Purchase of Service (AG Form 103F1 (10/08)) (see Appendix F), including General Conditions for Health & Human Services Contracts (AG Form 103F (10/08) (see Appendix F), any Special Conditions, attachments, and addenda;
  2. This RFP, appendices, attachments, and addenda, which shall be incorporated by reference; and
  3. The Dental TPA's technical proposal submitted in response to this RFP form, which shall be incorporated by reference.
- B. References to "General Conditions" in this Section 50 are to the General Conditions for Health & Human Services Contracts attached as Appendix F.

### **50.200 Conflict Between Contract Documents, Statutes and Rules**

- A. Replace General Condition 7.5 (see Appendix F), Conflict between General Conditions and Procurement Rules, with the following:
1. Contract Documents: In the event of a conflict among the contract documents, the order of precedence shall be as follows: (1) Contract for Health and Human Services: Competitive Purchase of Service (AG Form 103F1), including all general conditions, special conditions, attachments, and addenda; (2) the RFP, including all attachments and addenda, as amended; and (3) the Dental TPA's proposal. In the event of a conflict between the General Conditions and the Special Conditions, the Special Conditions shall control.

2. Contract and Statutes: In the event of a conflict between the language of the contract, and applicable statutes, the latter shall prevail.
3. Contract and Procurement Rules/Directives: In the event of a conflict between the Contract and the Procurement Rules or a Procurement Directive, the Procurement Rules or any Procurement Directive in effect on the date this Contract became effective shall control and are hereby incorporated by reference.
4. The sections of the rules and regulations cited in this RFP may change as the rules and regulations are amended for MQD. No changes shall be made to this RFP due to changes in the section numbers. The documents in the documentation library shall be changed as needed. The availability and extent of the materials in the documentation library shall have no effect on the requirements stated in this RFP.

### **50.300 Subcontractor Agreements**

- A. Replace General Condition 3.2 (see Appendix F), Subcontracts and Assignments, with the following:
- B. The Dental TPA may negotiate and enter into contracts or agreements with subcontractors to the benefit of the Dental TPA and the State. All such agreements shall be in writing. No subcontract that the Dental TPA enters into with respect to the performance under the contract shall in any way relieve the Dental TPA of any responsibility for any performance required of it by the contract.
- C. The Dental TPA shall submit to DHS for review and prior approval, all subcontractor agreements related to the provision of covered services and dental services activities to eligible beneficiaries (e.g., call center) and provider services activities and payments to providers. In addition, DHS reserves the right to inspect all subcontractor agreements at any time during the contract period.
- D. The Dental TPA shall notify DHS in writing at least ninety (90) days prior to adding or deleting subcontractor agreements or making any change to any subcontractor agreements which

may materially affect the Dental TPA's ability to fulfill the terms of the contract.

- E. The Dental TPA shall provide DHS with immediate notice in writing by registered or certified mail of any action or suit filed against it by any subcontractor, and prompt notice of any claim made against the Dental TPA by any subcontractor that, in the opinion of the Dental TPA, may result in litigation related in any way to the contract with the State of Hawaii.
- F. Additionally, no assignment by the Dental TPA of the Dental TPA's right to compensation under the contract shall be effective unless and until the assignment is approved by the Comptroller of the State of Hawaii, as provided in Section 40-58, HRS, or its successor provision.
- G. All subcontractor agreements must, at a minimum:
  - 1. Describe the activities, including reporting responsibilities, to be performed by the subcontractor and require that the subcontractor meet all established criteria prescribed and provide the services in a manner consistent with the minimum standards specified in the Dental TPA's contract with the State;
  - 2. Require that the subcontractor fulfill the appropriate services delegated under the subcontractor agreement;
  - 3. Include a provision that allows the Dental TPA to:
    - a. Evaluate the subcontractor's ability to perform the activities to be delegated;
    - b. Monitor the subcontractor's performance on an ongoing basis and subject it to formal review according to a periodic schedule (the frequency shall be stated in the agreement) established by DHS and consistent with industry standards or State laws and regulations;
    - c. Identify deficiencies or areas for improvement; and
    - d. Take corrective action or impose other sanctions including, but not limited to, revoking delegation, if the subcontractor's performance is inadequate.
  - 4. Require that the subcontractor submits to the Dental TPA a tax clearance certificate from the Director of the DOTAX,

State of Hawaii, showing that all delinquent taxes, if any, levied or accrued under State law against the subcontractor have been paid:

- a. Include a provision that the Dental TPA shall designate itself as the sole point of recovery for any subcontractor;
- b. Include a provision that neither the State nor the Dental TPA's eligible beneficiaries shall bear any liability of the Dental TPA's failure or refusal to pay valid claims of subcontractors;
- c. Require that the subcontractor track and report complaints against them to the Dental TPA;
- d. Require that the subcontractor fully adhere to the privacy, confidentiality and other related requirements stated in the RFP and in applicable federal and state law;
- e. Require that the subcontractor follow all audit requirements as outlined in Section 51.700 inclusive. The actual requirements shall be detailed in the agreement;
- f. Require that the records be retained in compliance with Section 50.400. The actual requirements shall be detailed in the agreement;
- g. Require that the subcontractor comply with all requirements related to confidentiality of information as outlined in Section 51.600. The actual requirements found in this section shall be detailed in the agreement; and
- h. Require that the subcontractor notify the Dental TPA and the MQD of all breaches of confidential information relating to eligible beneficiaries. The notice to the State shall be within two (2) business days of discovery of the breach and a written report of the investigation and resultant mitigation of the breach shall be provided to the State within thirty (30) calendar days of the discovery of the breach.



## **50.400 Retention of Records**

- A. The following is added to the end of General Condition 2.3 (see Appendix F), Records Retention:
- B. The Dental TPA and its providers shall retain all records, in accordance with Section 622-58, HRS, for a minimum of ten (10) years from the last date of entry in the records. For minors, the Dental TPA shall retain all records during the period of minority plus a minimum of ten (10) years after the age of majority.
- C. The Dental TPA shall include in its subcontracts and provider agreements record retention requirements that are at least equivalent to those stated in this section.
- D. During the period that records are retained under this section, the Dental TPA and any subcontractor or provider shall allow the state and federal government's full access to such records, to the extent allowed by law.

## **50.500 Responsibility For Taxes**

- A. In addition to the requirements of General Condition 3.4.4 (see Appendix F), PROVIDER's Responsibilities, subject to its corporate structure, licensure status, or other statutory exemptions, Dental TPAs may be liable for, or exempt from, other federal, state, and/or local taxes including, but not limited to, the insurance premium tax (chapter 431, Article 7, Part II, HRS). Each Dental TPA is responsible for determining whether it is subject to, or exempt from, any such federal, state, or local taxes. DHS makes no representations whatsoever as to the liability or exemption from liability of the Dental TPA to any tax imposed by any governmental entity.

## **50.600 Full Disclosure**

### **50.610 Business Relationships**

- A. The Dental TPA warrants that it has fully disclosed all business relationships, joint ventures, subsidiaries, holding companies, or any other related entity in its proposal and that any new

relationships shall be brought to the attention of DHS as soon as such a relationship is consummated. The terms and conditions of CMS require full disclosure on the part of all contracting Dental TPAs and providers.

- B. The Dental TPA shall not knowingly have a director, officer, partner, or person with more than five percent (5%) of the Dental TPA's equity, or have an employment, consulting, or other agreement with such a person for the provision of items and services that are significant and material to the entity's contractual obligation with the State, who has been debarred, suspended or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549. The Dental TPA shall not, without prior approval of DHS, lend money or extend credit to any related party. The Dental TPA shall fully disclose such proposed transactions and submit a formal written request for review and approval.
- C. The Dental TPA shall include the provisions of this section in any subcontract agreement.

50.620      Litigation

- A. The Dental TPA shall disclose any pending litigation both in and out of the State of Hawaii to which they are a party, including the disclosure of any outstanding judgment. If applicable, please explain.

**50.700      Conflict of Interest**

- A. The following is added to the end of General Condition 1.7 (see Appendix F), Conflicts of Interest:
- B. No official or employee of the State of Hawaii or the federal government who exercises any function or responsibilities in the review or approval of the undertaking or carrying out of the programs shall, prior to the completion of the project, voluntarily acquire any personal interest, direct or indirect, in

the contract. All officials or employees of the State of Hawaii shall be bound by Chapter 84, HRS, Standards of Conduct.

- C. The Dental TPA shall not contract with the State of Hawaii unless safeguards of at least equal to Federal safeguards (41 U.S.C § 423) are in place.

**50.800 Fiscal Integrity**

- A. The Dental TPA warrants that it is of sufficient financial solvency to assure DHS of its ability to perform the requirements of the contract. The Dental TPA shall comply with the solvency standards established by the State Insurance Commissioner for private health maintenance organizations or Dental TPAs licensed in the State of Hawaii, and shall, upon request by DHS, provide financial data and information to prove its financial solvency.

**50.900 Intentionally Left Blank**

**51.100 Term of the Contract**

- A. This is a multi-term contract solicitation that has been deemed to be in the best interest of the State by the Director of DHS. The contract is for the initial term from the Contract effective date as specified in Section 20.100 to June 30, 2024. Unless terminated, the contract may be extended without the necessity of re-bidding, for not more than three (3) additional twelve (12) month periods or parts thereof, only upon mutual agreement of the parties in writing. The Dental TPA shall not contract with the State of Hawaii unless safeguards at least equal to Federal safeguards (41 USC 423, section 27) are in place.
- B. The State of Hawaii operates on a fiscal year basis, which runs from July 1 to June 30 of each year. Funds are available for only the first fiscal period of the contract ending June 30 in the first year of the initial term. The contractual obligation of both parties in each fiscal period succeeding the first fiscal period is subject to the appropriation and availability of funds to DHS.

- C. The contract shall be terminated only if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal period succeeding the initial fiscal period of the contract; however this does not affect either the State's rights or the Dental TPA's rights under any termination clause of the contract. The State shall notify the Dental TPA, in writing, at least sixty (60) days prior to the expiration of the contract whether funds are available or not available for the continuation of the contract for each succeeding contract extension period. In the event of termination, as provided in this paragraph, the Dental TPA shall be reimbursed for the unamortized, reasonably incurred, nonrecurring costs.
- D. The Dental TPA acknowledges that other unanticipated uncertainties may arise that may require an increase or decrease in the original scope of services to be performed, in which event the Dental TPA agrees to enter into a supplemental agreement upon request by the State. The supplemental agreement may also include an extension of the period of performance and a respective modification of the compensation.

## **51.200 Liability Insurance Requirements**

- A. The Dental TPA shall maintain insurance acceptable to DHS in full force and effect throughout the term of this contract, until DHS certifies that the Dental TPA's work has been completed satisfactorily.
- B. Prior to or upon execution of the contract and any supplemental contracts, the Dental TPA shall provide to DHS certificate(s) of insurance, including any referenced endorsements, dated within thirty (30) days of the Contract effective date to satisfy DHS that the insurance provisions of this contract have been complied with. Upon request by DHS, the Dental TPA shall furnish a copy of the policy(ies) and/or updated Certificate of Liability Insurance including referenced endorsement(s) necessary for DHS to verify the coverages required by this section.
- C. The policy or policies of insurance maintained by the Dental TPA shall be written by insurance companies licensed to do

business in the State of Hawaii or meet the requirements of Section 431:8-301, et seq., HRS, if utilizing an insurance company not licensed by the State of Hawaii.

D. The policy(ies) shall provide at least the following limit(s) and coverage in Table 3: 1.200 below:

**Table 3: 51.200 Insurance Coverage**

<b>Coverage</b>	<b>Limits</b>
Commercial General Liability	Per occurrence, not claims made <ul style="list-style-type: none"> <li>• \$1 million per occurrence</li> <li>• \$2 million in the aggregate</li> </ul>
Automobile	May be combined single limit: <ul style="list-style-type: none"> <li>• Bodily Injury: \$1 million per person, \$1 million per accident</li> <li>• Property Damage: \$1 million per accident</li> </ul>
Workers Compensation / Employers Liability (E.L.)	<ul style="list-style-type: none"> <li>• Workers Comp: Statutory Limits</li> <li>• E.L. each accident: \$1,000,000</li> <li>• E.L. disease: \$1,000,000 per employee, \$1,000,000 policy limit</li> <li>• E.L. \$1 million aggregate</li> </ul>
Professional Liability, if applicable	May be claims made: <ul style="list-style-type: none"> <li>• \$1 million per claim</li> <li>• \$2 million annual aggregate</li> </ul>

E. Each insurance policy required by this contract shall contain the following clauses, which shall also be reflected on the certificate of insurance:

1. "The State of Hawaii is an additional insured with respect to operations performed for the State of Hawaii."
2. "Any insurance maintained by the State of Hawaii shall apply in excess of, and not contribute with, insurance provided by this policy."

F. Automobile liability insurance shall include excess coverage for the Dental TPA's employees who use their own vehicles in the course of their employment.

G. The Dental TPA shall immediately provide written notice to DHS should any of the insurance policies required under the

Contract be cancelled, limited in scope, or not be renewed upon expiration.

- H. Failure of the Dental TPA to provide and keep in force the insurance required under this section shall be regarded as a material default under this contract, entitling DHS to exercise any or all of the remedies provided in this contract for a default of the Dental TPA.
- I. The procuring of such required policy or policies of insurance shall not be construed to limit the Dental TPA's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract. Notwithstanding said policy or policies of insurance, the Dental TPA shall be liable for the full and total amount of any damage, injury, or loss caused by the Dental TPA in connection with this contract.
- J. If the Dental TPA is authorized by DHS to subcontract, subcontractors are not excused from the indemnification and/or insurance provisions of this contract. In order to indemnify the State of Hawaii, the Dental TPA agrees to require its subcontractors to obtain insurance in accordance with this section.

### **51.300 Modification of Contract**

The following is added as General Condition 4.1.4:

- A. All modifications of the contract shall be modified accordingly by a written amendment signed by the Director of DHS and an authorized representative of the Dental TPA. If the parties are unable to reach an agreement within thirty (30) days of the Dental TPA's receipt of a contract change, the MQD Administrator shall make a determination as to the contract modifications and the Dental TPA shall proceed with the work according to a schedule approved by DHS, subject to the Dental TPA's right to appeal the MQD Administrator's determination of the contract modification and price under Section 51.900, Disputes.

## **51.400 Conformance with Federal Regulations**

- A. Any provision of the contract which is in conflict with Federal Medicaid statutes, regulations, or CMS policy guidance is hereby amended to conform to the provisions of those laws, regulations, and federal policy. Such amendment of the contract shall be effective on the effective date of the statutes or regulations necessitating it, and shall be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.

## **51.500 Termination of the Contract**

- A. The contract may terminate or may be terminated by DHS for any or all of the following reasons in addition to the General Conditions in Appendix F:
1. Termination for Default;
  2. Termination for Expiration of the Programs by CMS; or
  3. Termination for Bankruptcy or Insolvency.

### **51.510 Termination for Default**

- A. The failure of the Dental TPA to comply with any term, condition, or provision of the contract or applicable requirements in Sections 1932, 1903(m) and 1905(t) of the Social Security Act shall constitute default by the Dental TPA. In the event of default, DHS shall notify the Dental TPA by certified or registered mail, with return receipt requested, of the specific act or omission of the Dental TPA, which constitutes default. The Dental TPA shall have fifteen (15) days from the date of receipt of such notification to cure such default. In the event of default, and during the above-specified grace period, performance under the contract shall continue as though the default had never occurred. In the event the default is not cured within fifteen (15) days, DHS may, at its sole option, terminate the contract for default. Such termination shall be accomplished by written notice of termination forwarded to the Dental TPA by certified or registered mail and shall be effective as of the date specified in the notice. If it is determined, after

notice of termination for default, that the Dental TPA's failure was due to causes beyond the control of and without error or negligence of the Dental TPA, the termination shall be deemed a termination for convenience under General Condition 4.3 in Appendix F.

- B. DHS' decision not to declare default shall not be deemed a waiver of such default for the purpose of any other remedy the Dental TPA may have.

51.520 Termination for Expiration or Modification of the Programs by CMS

- A. DHS may terminate performance of work under the contract in whole or in part whenever, for any reason, CMS terminates or modifies the programs. In the event that CMS elects to terminate its agreement with DHS, DHS shall so notify the Dental TPA by certified or registered mail, return receipt requested. The termination shall be effective as of the date specified in the notice.

51.530 Termination for Bankruptcy or Insolvency

- A. In the event that the Dental TPA shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any State relating to insolvency or the protection of the rights or creditors, DHS may, at its option, terminate the contract. In the event DHS elects to terminate the contract under this provision it shall do so by sending notice of termination to the The Dental TPA by registered or certified mail, return receipt requested. The termination shall be effective as of the date specified in the notice.
- B. In the event of insolvency of the Dental TPA, the Dental TPA shall cover continuation of services to eligible beneficiaries for the duration of period for which payment has been made, as well as for inpatient admissions up until discharge. Eligible beneficiaries shall not be liable for the debts of the Dental TPA.



In addition, in the event of insolvency of the Dental TPA, eligible beneficiaries may not be held liable for the covered services provided to the eligible beneficiaries, for which the State does not pay the Dental TPA.

51.540 Procedure for Termination

- A. In the event the State decides to terminate the contract, it shall provide the Dental TPA with a pre-termination hearing. The State shall:
1. Give the Dental TPA written notice of its intent to terminate, the reason(s) for termination, and the time and place of the pre-termination hearing; and
  2. Give the Dental TPA's eligible beneficiaries written notice of the intent to terminate the contract, notify eligible beneficiaries of the hearing, and allow them to disenroll immediately without cause.
- B. Following the termination hearing, the State shall provide written notice to the Dental TPA of the termination decision affirming or reversing the proposed termination. If the State decides to terminate the contract, the notice shall include the effective date of termination. In addition, if the contract is to be terminated, the State shall notify the Dental TPA's eligible beneficiaries in writing of their options for receiving Medicaid services following the effective date of termination.
- C. In the event of any termination, the Dental TPA shall:
1. Stop work under the contract on the date and to the extent specified in the notice of termination;
  2. Complete the performance of such part of the work as shall not have been terminated by the notice of the termination;
  3. Notify the beneficiaries of the termination and arrange for the orderly transition to the new Dental TPA(s), including timely provision of any and all records to DHS that are necessary to transition the Dental TPA's eligible beneficiaries to another Dental TPA;

4. Promptly supply all information necessary for the reimbursement of any outstanding claims;
5. Place no further orders or enter into subcontracts for materials, services, or facilities, except as may be necessary for completion of the work under the portion of the contract that is not terminated;
6. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination;
7. Assign to DHS in the manner and to the extent directed by the MQD Administrator of the right, title, and interest of the Dental TPA under the orders or subcontracts so terminated, in which case DHS shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
8. With the approval of the MQD Administrator, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, the cost of which would be reimbursable, in whole or in part, in accordance with the provisions of the contract;
9. Take such action as may be necessary, or as the MQD Administrator may direct, for the protection and preservation of any and all property or information related to the contract which is in the possession of the Dental TPA and in which DHS has or may acquire an interest; and
10. Within thirty (30) business days from the effective date of the termination, deliver to DHS copies of all current data files, program documentation, and other documentation and procedures used in the performance of the contract at no cost to DHS. The Dental TPA agrees that DHS or its designee shall have a non-exclusive, royalty-free right to the use of any such documentation.

#### 51.550 Termination Claims

- A. After receipt of a notice of termination, the Dental TPA shall submit to the MQD Administrator any termination claim in the form and with the certification prescribed by the MQD

Administrator. Such claim shall be submitted promptly but no later than six (6) months from the effective date of termination. Upon failure of the Dental TPA to submit its termination claims within the time allowed, the MQD Administrator may, subject to any review required by the State procedures in effect as of the date of execution of the contract, determine, on the basis of information available to him/her, the amount, if any, due to the Dental TPA by reason of the termination and shall thereupon cause to be paid to the Dental TPA the amount to be determined.

- B. Upon receipt of notice of termination, the Dental TPA shall have no entitlement to receive any amount for lost revenues or anticipated profits or for expenditures associated with this or any other contract. The Dental TPA shall be paid only the following upon termination:
  - 1. At the contract price(s) for the number of eligible beneficiaries enrolled in the Dental TPA at the time of termination; and
  - 2. At a price mutually agreed to by the Dental TPA and DHS.
- C. In the event the Dental TPA and DHS fail to agree, in whole or in part, on the amount of costs to be paid to the Dental TPA in connection with the total or partial termination of work pursuant to this section, the MQD Administrator shall determine, on the basis of information available to DHS, the amount, if any, due to the Dental TPA by reason of the termination and shall pay to the Dental TPA the amount so determined.
- D. The Dental TPA shall have the right to appeal any such determination made by the MQD Administrator as stated in Section 51.900, Disputes.

## **51.600 Confidentiality of Information**

- A. In addition to the requirements of General Condition 8, the Dental TPA understands that the use and disclosure of information concerning the Dental TPAs, eligible beneficiaries is restricted to purposes directly connected with the administration of the Hawaii Medicaid program, and agrees to guard the confidentiality of the Dental TPA's or Beneficiaries' or

information as required by law. The Dental TPA shall not disclose confidential information to any individual or entity except in compliance with the following:

1. 42 CFR Part 431, Subpart F;
2. The Administrative Simplification provisions of HIPAA and the regulations promulgated thereunder, including but not limited to the Security and Privacy requirements set forth in 45 CFR Parts 160, 162 and 164, (if applicable);
3. Section 346-10, HRS; and
4. All other applicable federal and State statutes and administrative rules, including but not limited to:
  - a. Section 325-101, HRS, relating to persons with HIV/AIDS;
  - b. Section 334-5, HRS, relating to persons receiving mental health services;
  - c. Chapter 577A, HRS relating to emergency and family planning services for minor females;
  - d. 42 CFR Part 2 relating to persons receiving substance abuse services;
  - e. Chapter 487J, HRS, relating to social security numbers; and
  - f. Chapter 487N, HRS, relating to personal information.
5. Access to eligible beneficiaries identifying information shall be limited by the Dental TPA to persons or agencies that require the information in order to perform their duties in accordance with this contract, including the U.S. Department of Health and Human Services (HHS), the Secretary, DHS and other individuals or entities as may be required by DHS. (See 42 CFR Section 431.300, et seq. and 45 CFR Parts 160 and 164.)
6. Any other party shall be granted access to confidential information only after complying with the requirements of state and federal laws, including but not limited to HIPAA,

and regulations pertaining to such access. The Dental TPA is responsible for knowing and understanding the confidentiality laws listed above as well as any other applicable laws. The Dental TPA, if it reports services to its eligible beneficiaries, shall comply with all applicable confidentiality laws. Nothing herein shall prohibit the disclosure of information in summary, statistical or other form that does not identify particular individuals, provided that de-identification of protected health information is performed in compliance with the HIPAA Privacy Rule.

7. Federal and State Medicaid rules, and some other Federal and State statutes and rules, including but not limited to those listed above, are often more stringent than the HIPAA regulations. Moreover, for purposes of this contract, the Dental TPA agrees that the confidentiality provisions contained in Chapter 17-1702, HAR, shall apply to the Dental TPA to the same extent as they apply to MQD.
8. As part of the contracting process, the Dental TPA shall sign a Business Associate Agreement (BAA) found in Appendix M to assure compliance with HIPAA regulations.
9. The Dental TPA shall implement a secure electronic mail (email) encryption solution to ensure confidentiality, integrity, and authenticity of email communications that contain information relating to eligible beneficiaries.
10. All breaches of confidential information relating to Medicaid eligible beneficiaries, shall be reported to the MQD. The Dental TPA shall notify the MQD within two (2) business days following actual knowledge of a breach of confidentiality, including any use or disclosure of confidential information, any breach of unsecured PHI, and any Security Incident (as defined in HIPAA regulations) of which the Dental TPA becomes aware with respect to PHI in the custody of the Dental TPA. In addition, the Dental TPA shall provide the MQD with a written report of the investigation and mitigation efforts within thirty (30) calendar days of the discovery of the breach. The Dental TPA shall work with MQD to ensure that the breach has been mitigated and reporting requirements, if any, or complied with. The actual requirements found in this section shall be detailed in all provider and subcontractor agreements.

## **51.700 Audit Requirements**

- A. The state and federal standards for audits of DHS designees, contractors and programs conducted under contract are applicable to this subsection and are incorporated by reference into the contract. DHS, the HHS, or the Secretary may inspect and audit any records of the Dental TPA and its subcontractors or providers. There shall be no restrictions on the right of the State or Federal government to conduct whatever inspections and audits are necessary to assure quality, appropriateness or timeliness of services and reasonableness of their costs.

### 51.710 Accounting Records Requirements

- A. The Dental TPA shall, in accordance with generally accepted accounting practices, maintain fiscal records and supporting documents and related files, papers and reports that adequately reflect all direct and indirect expenditures and management and fiscal practices related to the Dental TPA's performance of services under the contract.
- B. The Dental TPA's accounting procedures and practices shall conform to generally accepted accounting principles and the costs properly applicable to the contract shall be readily ascertainable from the records.

### 51.720 Inclusion of Audit Requirements in Subcontracts

- A. The provisions of Section 51.700 and its associated subsections shall be incorporated in every subcontract/provider agreement.

## **51.800 Ongoing Inspection of Work Performed**

- A. DHS, the State Auditor of Hawaii, the Secretary, the U.S. Department of Health and Human Services (HHS), CMS, the General Accounting Office (GAO), the Comptroller General of the United States, the Office of the Inspector General (OIG), Medicaid Fraud Control Unit of the Department of the Attorney General, State of Hawaii, or their authorized representatives shall have the right to enter into the premises of the Dental

TPA, all subcontractors and providers, or such other places where duties under the contract are being performed, to inspect, monitor, or otherwise evaluate the work being performed and have access to all records. All inspections and evaluations shall be performed in such a manner to not unduly delay work. This includes timely and reasonable access to the personnel for the purpose of interview and discussion related to the records. All records and files pertaining to the Dental TPA shall be located in the State of Hawaii at the Dental TPA's principal place of business or at a storage facility on Oahu that is accessible to the foregoing identified parties.

## **51.900 Disputes**

- A. The parties shall first attempt to resolve all disputes arising under this contract by informal resolution. Where informal resolution cannot be reached, the Dental TPA shall submit a written request for dispute resolution (by certified mail, return receipt requested) to the Director of DHS or the Director's duly authorized representative. The Dental TPA shall be afforded the opportunity to be heard and to present evidence in support of its position in the dispute. The Director of DHS or the Director's authorized representative shall issue a written decision within ninety (90) days of the Dental TPA's written request. The decision of the Director of DHS or the Director's authorized representative shall be final and binding and may only be set aside by a State court of competent jurisdiction where the decision was fraudulent, capricious, arbitrary, or grossly erroneous as to imply bad faith.
- B. Pending any subsequent legal proceedings regarding the final decision, including all appeals, the Dental TPA shall proceed diligently in the performance of the contract in accordance with the Director's final decision.
- C. Any legal proceedings against the State of Hawaii regarding this RFP or any resultant contract shall be brought in a State court of competent jurisdiction in the City and County of Honolulu, State of Hawaii.

## **52.100 Liquidated Damages, Sanctions and Financial Penalties**

### 52.110 Liquidated Damages

- A. In the event of any breach of the terms of the contract by the Dental TPA, liquidated damages shall be assessed against the Dental TPA in an amount equal to the costs of obtaining alternative dental benefits for its eligible beneficiaries. The damages shall include, without limitation, the difference in the administrative fee paid to the Dental TPA and the fee paid to a replacement Dental TPA.
- B. Notwithstanding the above, the Dental TPA shall not be relieved of liability to the State for any damages sustained by the State due to the Dental TPA's breach of the contract.
- C. DHS may withhold amounts for liquidated damages from payments to the Dental TPA until such damages are paid in full.

### 52.120 Sanctions

- A. DHS may impose sanctions for non-performance or violations of contract requirements. Sanctions shall be determined by the State and may include:
  - 1. Imposing civil monetary penalties (as described below);
  - 2. Suspending payment;
  - 3. Appointment of temporary management (as described in Section 52.130); or
  - 4. Terminating the contract (as described in Section 51.500).
- B. DHS shall provide written notice that explains the basis and nature of the sanction. The Dental TPA may dispute the finding through procedures identified in Section 51.900.
- C. The civil or administrative monetary penalties imposed by DHS on the Dental TPA shall not exceed the maximum amount established by federal statutes and regulations.



D. The civil monetary penalties that may be imposed on the Dental TPA by the State are set forth in Table 4 52.120, as follows:

*Table 4: 52.120 Civil Monetary Penalties*

<b>Number</b>	<b>Activity</b>	<b>Penalty</b>
1	Misrepresentation of actions or falsification of information furnished to the CMS or the State	A maximum of one hundred thousand dollars (\$100,000) for each determination
2	Failure to implement requirements stated in the Dental TPA's proposal, the RFP or the contract, or other material failures in the Dental TPA's duties	A maximum of fifty thousand dollars (\$50,000) for each determination
3	Misrepresentation or false statements to beneficiaries, potential beneficiaries or providers	A maximum of twenty-five thousand dollars (\$25,000) for each determination
4	Violation of any of the other applicable requirements of Sections 1903(m), 1905(t)(3) or 1932 of the Social Security Act and any implementing regulations	A maximum of twenty-five thousand dollars (\$25,000) for each determination
5	Not providing services to the Beneficiary because of a discriminatory practice	A maximum of fifteen thousand dollars (\$15,000) for each Beneficiary the State determines was not providing services to the beneficiaries because of a discriminatory practice

Number	Activity	Penalty
6	Failure to comply with the claims processing standard required in Section 40.900	A maximum of five thousand dollars (\$5,000) for each determination of failure
7	Failure to report confidentiality breaches relating to eligible beneficiaries to DHS by the specific deadlines provided in Section 51.600	One hundred dollars (\$100) per day per Beneficiary. A maximum of twenty-five thousand dollars (\$25,000) until the reports are received

- E. Payments provided for under the contract shall be denied for new beneficiaries when, and for so long as, payment for those beneficiaries is denied by CMS.

#### 52.130 Special Rules for Temporary Management

- A. The sanction of temporary management may be imposed by the State if it finds that:
1. There is continued egregious behavior by the Dental TPA, including, but not limited to, behavior that is contrary to any requirements of Sections 1903(m) and 1932 of the Social Security Act;
  2. There is substantial risk to the Beneficiaries' health; or
  3. The sanction is necessary to ensure the health of the Dental TPA's eligible beneficiaries while improvements are made or until there is an orderly termination or reorganization of the Dental TPA.
- B. The State shall impose temporary management if it finds that the Dental TPA has repeatedly failed to meet the substantive requirements in Sections 1903(m) and 1932 of the Social Security Act. The State shall not provide the Dental TPA with a pre-termination hearing before the appointment of temporary management.

- C. The State may not terminate temporary management until it determines that the Dental TPA can ensure that the sanctioned behavior shall not recur.
- D. In the event the State imposes the sanction of temporary management, eligible beneficiaries shall be allowed to disenroll from the Dental TPA without cause.

**52.200 Compliance with Laws**

- A. In addition to the requirements of General Condition 1.3, Compliance with Laws, the Dental TPA shall comply with the following:

52.210 Wages, Hours and Working Conditions of Employees Providing Services

- A. Pursuant to Section 103-55, HRS, services to be performed by the Dental TPA and its subcontractors or providers shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work. Additionally, the Dental TPA shall comply with all applicable Federal and State laws relative to workers compensation, unemployment compensation, payment of wages, prepaid healthcare, and safety standards. Failure to comply with these requirements during the contract period shall result in cancellation of the contract unless such noncompliance is corrected within a reasonable period as determined by DHS. Final payment under the contract shall not be made unless DHS has determined that the noncompliance has been corrected. The Dental TPA shall complete and submit the Wage Certification provided in Appendix C.

52.220 Compliance with other Federal and State Laws

- A. The Dental TPA shall agree to conform to the following federal and state laws as affect the delivery of services under the Contract including, but not limited to:
  - 1. Titles VI, VII, XIX, and XXI of the Social Security Act;
  - 2. Title VI of the Civil Rights Act of 1964;

3. The Age Discrimination Act of 1975;
  4. The Rehabilitation Act of 1973;
  5. The Americans with Disability Act;
  6. The Patient Protection and Affordable Care Act of 2010;
  7. Chapter 489, HRS (Discrimination in Public Accommodations);
  8. Education Amendments of 1972 (regarding education programs and activities);
  9. Copeland Anti-Kickback Act;
  10. Davis-Bacon Act;
  11. Debarment and Suspension;
  12. All applicable standards, orders or regulations issued under section 306 of the Clean Air Act (42 USC 1857 (h)), section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15) and the Federal Water Pollution Control Act, as amended (33 U.S.C. Section 1251, et seq.);
  13. The Byrd Anti-Lobbying Amendment (31 U.S.C. Section 1352); and
  14. E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375 "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor".
- B. The Dental TPA shall recognize mandatory standards and policies relating to energy efficiency that are contained in any State energy conservation plan developed by the State in accordance with the Energy Policy and Conservation Act (Pub. L. 94-163, Title III, Part A).
- C. The Dental TPA shall include notice of grantor agency requirements and regulations pertaining to reporting and patient rights under any contracts involving research,

developmental, experimental or demonstration work with respect to any discovery or invention which arises or is developed in the course of or under such contract, and of grantor agency requirements and regulations pertaining to copyrights and rights in data.

## **52.300 Miscellaneous Special Conditions**

### 52.310 Use of Funds

- A. The Dental TPA shall not use any public funds for purposes of entertainment or perquisites and shall comply with any and all conditions applicable to the public funds to be paid under the contract, including those provisions of appropriate acts of the Hawaii State Legislature or by administrative rules adopted pursuant to law.

### 52.320 Prohibition of Gratuities

- A. Neither the Dental TPA nor any person, firm or corporation employed by the Dental TPA in the performance of the contract shall offer or give, directly or indirectly, to any employee or designee of the State of Hawaii, any gift, money or anything of value, or any promise, obligation, or contract for future reward or compensation at any time during the term of the contract.

### 52.330 Publicity

- A. General Condition 6.1 is amended to read as follows: Acknowledgment of State Support. The Dental TPA shall not use the State's, DHS's, MQD's name, logo or other identifying marks on any materials produced or issued without the prior written consent of DHS. The Dental TPA also agrees not to represent that it was supported by or affiliated with the State of Hawaii without the prior written consent of DHS.

### 52.340 Force Majeure

- A. If the Dental TPA is prevented from performing any of its obligations hereunder in whole or in part as a result of major epidemic, act of God, war, civil disturbance, court order or any other cause beyond its control, the Dental TPA shall make a good faith effort to perform such obligations through its then-

existing facilities and personnel; and such non-performance shall not be grounds for termination for default.

- B. Neither party to the contract shall be responsible for delays or failures in performance resulting from acts beyond the control of such party.
- C. Nothing in this section shall be construed to prevent DHS from terminating the contract for reasons other than default during the period of events set forth above, or for default if such default occurred prior to such event.

52.350 Attorney's Fees

- A. In addition to costs of litigation provided for under General Condition 5.2, in the event that DHS shall prevail in any legal action arising out of the performance or non-performance of the contract, or in any legal action challenging a final decision, the Dental TPA shall pay, in addition to any damages, all of DHS' expenses of such action including reasonable attorney's fees and costs. The term "legal action" shall be deemed to include administrative proceedings of all kinds, as well as all actions at law or in equity.

52.360 Time is of the Essence

- A. Time is of the essence in the contract. As such, any reference to "days" shall be deemed calendar days unless otherwise specifically stated.

## **SECTION 60 MANDATORY AND TECHNICAL PROPOSAL**

### **60.100 Introduction**

- M. The Health Plan shall comply with all content and format requirements for the mandatory and technical proposal. The proposal shall be in a letter size format (8 ½" by 11"), one and a half (1.5) line spacing, and with text no smaller than 11-point Verdana font. For graphics and diagrams, text shall be no smaller than 10-point Verdana font. The pages shall have at least one-inch margins. All proposal pages shall be numbered and identified with the TPA's name and the respective evaluation category section.
- N. All the referenced attachments, including graphics, flowcharts, diagrams, shall be placed after the narrative responses for that subsection of the Mandatory Proposal responses and each evaluation category of the Technical Proposal responses.
- O. The Dental TPA shall submit a proposal that addresses all the provisions in this RFP.
- A. The following sections describe the required content and format for the mandatory and technical proposal. These sections are designed to ensure submission of information essential to understanding and evaluating the proposal. There is no intent to limit the content of the proposal, which may include any additional information deemed pertinent.

### **60.200 Mandatory Proposal**

- A. The mandatory proposal shall include the following:
  - 1. Proposal Application forms (Appendix C) that includes Proposal Letter (Section 60.210)
  - 2. Transmittal Letter (Section 60.220)
  - 3. Financial Status (Section 60.230)
  - 4. Financial Statements (Section 60.240)

60.210 Proposal Letter

- A. The proposal letter (refer to Appendix C) shall be signed by an individual authorized to legally bind a Contractor and be affixed with a corporate seal. Please provide a Corporate Resolution or a certificate of authority to sign on behalf of the company.

60.220 Transmittal Letter

- A. The transmittal letter shall be on official business letterhead and shall be signed by an individual authorized to legally bind the Dental TPA. It shall include:
1. A statement indicating that the Dental TPA is a corporation or other legal entity. All Subcontractors shall be identified, and a statement included indicating the type and percentage of work to be performed by the prime Dental TPA and each Subcontractor, as measured by percentage of the total contract price. If Subcontractors will not be used for this contract, a statement to this effect shall be included;
  2. A copy of the Dental TPA's registration to do business in the State of Hawaii;
  3. A copy of the Dental TPA's State of Hawaii General Excise Tax License. Provide the Hawaii Excise Tax numbers, if applicable;
  4. A statement that the Dental TPA's Hawaii Compliance Express information is current and provide a copy of the Certificate of Vendor Compliance conducted no later than seven (7) days prior to proposal submission;
  5. A statement to certify that this proposal includes all amendments and addenda to this RFP issued by the issuing office. If no amendments or addenda have been issued, a statement to that effect shall be included;
  6. A statement attesting to the accuracy and truthfulness of all information contained in the Dental TPA's responses to the RFP;



7. A statement of affirmative action that the Dental TPA does not discriminate in its employment practices with regard to race, color, creed, ancestry, age, marital status, arrest and court records, sex, including gender identity or expression, sexual orientation, religion, national origin, or mental or physical handicap, except as provided by law;
  8. A statement that no attempt has been made or shall be made by the Dental TPA to induce any other party to submit or refrain from submitting a proposal;
  9. A statement that the Dental TPA read, understood, and is able and willing to comply with all provisions and requirements of this RFP;
  10. A statement that, if awarded the contract, the Dental TPA's organization shall deliver the goods and services meeting or exceeding the specifications in the RFP and amendments;
  11. A certification by the person signing the Dental TPA's proposal certifies that he/she is the person in the Dental TPA's organization responsible for, or authorized to, make decisions as to the price quoted, that the offer is firm and binding, and that he/she has not participated and shall not participate in any action contrary to the above conditions;
  12. A statement that the Dental TPA shall follow all applicable laws and rules regarding the procurement process, including, but not limited to, HRS Section 103F and HAR Title 3, Subtitle 11, Section 143 and 148; and
  13. A statement that the Dental TPA understood that the terms of this RFP are self-contained and the Dental TPA should not rely on information outside of this RFP in forming its proposal.
- B. The proposals are government records subject to public inspection, unless protected by law, and may include information that the Dental TPA feels is confidential or proprietary. If any page is marked "Confidential" or "Proprietary" in the Dental TPA's proposal, an explanation to DHS of how substantial competitive harm would occur if the information is released. If DHS determines that it is confidential or proprietary, then the information shall be excluded from disclosure to the public. By submitting a proposal, the Dental TPA affirms its understanding

that proposals are part of the procurement file and subject to public inspection under the current law governing information practices after execution of a contract by all parties pursuant to HAR Section 3-143-616.

60.230 Financial Status

- A. The financial status of the Dental TPA and related entities shall be reviewed in order to determine the financial solvency of the organization. Dental TPA and related services cannot be provided without adequate resources.

60.240 Financial Statements

- A. Financial statements for the applicable legal entity and any subcontractor that is providing at a minimum of twenty (20%) of the work shall be provided for each of the last two years, including at a minimum:
  - 1. Balance Sheets
  - 2. Statements of Income
  - 3. Federal Income Tax returns
- B. If a Dental TPA seeks confidentiality on a part of a submission, each page of the section of that submission which is sought to be protected must be marked as "Proprietary" and an explanation of how substantial competitive harm would occur if that information was released upon request. If the explanation is sufficient, then, to the extent permitted by the exemptions in Section 92F-13, HRS, 45 CFR Part 5, Office of Information Practices, or a Court, the affected section may be deemed confidential. Blanket labeling of the entire document as "Proprietary," however, is inappropriate.

**60.300 Technical Proposal**

- A. The technical proposal shall include the following:
  - 1. Executive Summary (Section 60.310)

2. Company Background and Experience (Section 60.320)
3. Organization and Staffing (Section 60.330)
4. DHS Dental Provider Network (Section 60.340)
5. Care Coordination (Section 60.350)
6. Claim Processing Capabilities (Section 60.360)

**60.310 Executive Summary**

- A. The executive summary should provide DHS with a broad understanding of the entire proposal. The executive summary shall clearly and concisely condense and highlight the contents of the technical proposal.

**60.320 Company Background and Experience**

- A. The company background and experience section shall include for the Dental TPA and each subcontractor (if any): details of the background of the company, its size and resources (gross revenues, number of employees, type of businesses), and details of company experience relevant to this RFP.

**60.321 Background of the Company**

- A. A description of the history of the company shall include, but not limited to the following:
  1. The legal name any names under which the Dental TPA has done business;
  2. Address, telephone number and email address of the Dental TPA's headquarter office;
  3. Date company was established;
  4. Date company began operations;
  5. A general description of the primary business of your organization and its experience working with a Medicaid population;

6. A brief history and current company ownership including the ultimate parent organization and major shareholders/principals. Include date incorporated or formed and corporate domicile. An out-of-state Dental TPA must become duly qualified to do business in the State of Hawaii before a contract can be executed;
7. Ownership of the company, including names and address of officers and directors;
8. Home office location and all other offices (by city and state);
9. Location of office from which any contract would be administered;
10. Name, address and telephone number of the Dental TPA's point of contact for a contract resulting from this RFP;
11. Total current number of employees both in the State of Hawaii and nationally;
12. The size of organization in assets and gross revenue;
13. The areas of specialization;
14. Description of any allegations against the company both in and out of the State of Hawaii in the past three (3) years, if applicable, please explain; and
15. Provide the following information for the Dental TPA and any Subcontractors that are providing Covered Services. Information should be in order of most to least current. The Dental TPA may exclude workers' compensation cases:
  - a. Using Table 5: 60.321 below, list pending or recent litigation within the past three (3) calendar years (2018 through 2020) against the Dental TPA where the amount in controversy or the damages sought or awarded is \$1 million or more and/or is due to the Dental TPA's or Subcontractor's failure to provide timely, adequate, or quality Covered Services. The Litigation Events table is provided in Appendix G. The Dental TPA shall complete all items in the table for each pending or recent litigation.

**Table 5: 60.321 Litigation Events**

Disclosure of Pending or Recent Litigation	Vendor Details
Date litigation brought against Entity including case title and case ID	
Name of Entity (Dental TPA or Subcontractor)	
Type of Contract and Contracting Entity (e.g., full risk managed care contract with State of Hawaii DHS, etc.)	
Describe nature of litigation, including action leading to the litigation.	
Indicate amount of damages sought or awarded.	
Does the pending or recent litigation have the potential to or will impair your organization's performance in a Hawaii Medicaid managed care Contract? Please explain if "yes."	
Indicate the status of the litigation.	
Indicate outcome of litigation, if resolved.	

b. Any Securities Exchange Commission filings discussing any pending or recent litigation.

16. For the Dental TPA, list and describe any confirmed PHI breaches within the past three (3) calendar years (2018 through 2020), both in and out of Hawaii that have occurred and the Dental TPA response to the breach (e.g., Beneficiary notification, payment of fines, free credit reporting, etc.). The Dental TPA shall complete all items for each breach incident as detailed in Table 6: 60.321 below.

17. The PHI Breach Events table is listed in Appendix H. The Dental TPA shall complete all items in the table for each PHI breach Information and in the order of most to least current.

**Table 6: 60.321 PHI Breach Events**

<b>Date of Breach</b>	<b>Location of breach (State or States)</b>	<b>Did the breach result in the exposure of PHI?</b>	<b>Where did the exposure occur? (i.e. internal, Subcontractor, etc.)</b>	<b>How many Beneficiaries' data were included in the breach?</b>	<b>How many total records of data were breached?</b>	<b>To what extent was the breached data seen or used?</b>	<b>What steps were taken to mitigate the breach?</b>

60.322 Company Experience

A. The details of company experience, resources, qualifications and credentials, including subcontractor experience relevant to the proposal shall cover experience and effectiveness in:

1. Serving as a manager for dental programs for a state;
2. Utilization review;
3. Experience in provider services for a Medicaid population;
4. Care Coordination;
5. Provider relations experience with dentists located in the State of Hawaii;
6. Experience in addressing cultural and other barriers that prevent eligible beneficiaries from accessing dental care;
7. Experience in claims processing in the State of Hawaii; and
8. Other relevant experience.

B. Proposals should demonstrate that the Dental TPA has sufficient corporate experience and had been successful in performance of similar or relevant projects. For each listed project, the Dental TPA should include:

1. Statements specifying the extent of responsibility on each described project. A description of the project scope and the relationship to the products outlined in this RFP should

be included. The Dental TPA should clearly identify their experience. Include any States for which the Dental TPA has completed Dental TPA services. The project team should be clearly identifiable, and reference should be made to any staff to be utilized for this proposal; and

2. Other relevant experience.

60.323 References

A. The Dental TPA shall list, on Appendix J, three (3) companies or government agencies for whom services similar to those requested herein were within the last two years, or are currently being performed. The State reserves the right to contact the references provided.

**60.330 Organization and Staffing**

A. The organization and staffing section shall include organization charts of proposed personnel and resumes of all management, supervisory and key personnel. The information should provide the State with a clear understanding of the organization, functions of key personnel and on-site personnel required to meet the contract requirements.

B. The Dental TPA shall provide an estimate of the proposed number of staff, hours and resources to be engaged to complete the contracted activities.

60.331 Organization Charts

A. The organization shall show:

1. Organization chart which shows the structure of the project team and identifies the proposed personnel;
2. Relationships of the Dental TPA to related entities;
3. All proposed key personnel, including an indication of their major areas of responsibility and positions within the organization;
4. Geographic location of the Dental TPA's personnel;

5. Proposed involvement of DHS personnel; and
6. Estimates of man hours for each individual, including a description of major areas of responsibility for each individual.

60.332 Staffing

- A. Submit resumes of at least the following key personnel identified in Section 41.200:
  1. Project Manager;
  2. Dental Director;
  3. Care Coordination Manager;
  4. Computer Analysts and Programmers; and
  5. Compliance Officer
- B. The Dental TPA shall include at least three (3) references for the individuals that will assume the positions listed above.
- C. The resumes of key personnel proposed shall include, if applicable:
  1. Experience in dental claims management;
  2. Length of time with the Dental TPA or related organization;
  3. Length of time in the web application on-line claims management industry;
  4. Previous relevant experiences;
  5. Relevant education and training;
  6. Names, position titles and phone numbers of references who can provide information on the individual's experience and competence; and
  7. Other relevant experience.



## **60.340 DHS Dental Provider Network**

- A. The Dental Provider Network section shall include a provider network and provider services narrative.

### 60.341 Provider Network Narrative

- A. The Dental TPA shall provide a narrative describing the following:
1. Steps the Dental TPA will take to address the dental provider shortages, especially with dental specialist;
  2. How it will recruit, retain, and incentivize the dental providers in rural and other historically under-served areas to ensure access to dental care and services in these areas;
  3. How it will maintain the relationship with the dental providers in the State of Hawaii to ensure their participation in the DHS Dental provider network;
  4. A description of how it will meet the requirements as described in Section 40.615; and
  5. How it will educate the dental providers in a method that is provider-friendly.

### 60.342 Provider Services Narrative – General Requirements

- A. The Dental TPA shall provide a comprehensive explanation of how it intends to meet provider services requirements described below to include:
1. A description of how the Dental TPA will minimize the dental provider's administrative burden associated with prior authorizations as described in Section 40.625;
  2. A description of how it will assure the dental providers are educated on how to submit claims;
  3. A description of how it will process claims in a timely manner, as well as work with the dental providers to assure that claims are processed timely as described in Section 40.900;

4. A description of how it will ensure that errors in the claims processing system can be corrected in a timely manner to allow claims processed as describe in Section 40.900; and
5. A description of how it will assure that the dental providers improve on the EPSDT guidelines.

## **60.350 Care Coordination**

- A. The Dental TPA shall explain how its care coordination system complies with Section 40.620 including but not limited to:
  1. Provide dental coordination assistance to eligible children and adults to ensure access to dental care;
  2. Assist the Beneficiary with scheduling appointments and arranging eligible services such as transportation or off-island travel;
  3. Provide the Beneficiary with oral or written interpretation/ translations if applicable;
  4. Maintain a place of business in the State of Hawaii where beneficiaries may receive face-to-face contacts, pick-up written information, transportation vouchers, etc.;
  5. Maintain an emergency system that beneficiaries may access on weekends and after-hours (i.e., after-hours hotline as described in Section 40.620); and
  6. Develop, implement, and monitor an active system of outreach that at a minimum addressing providing access to the homeless, beneficiaries with disabilities, and other beneficiaries who have difficulty accessing services without care coordinator intervention.
- B. The Dental TPA shall include a description of its procedures for the following functions:
  1. How an eligible Beneficiary will access the care coordination system for dental services or inquiries;
  2. How the CC will coordinate with the dental providers to implement treatment plans;

3. A description of CC activities reporting plan to include:
  - a. Encounters
  - b. Outcomes
  - c. Notification to QUEST Integration Health Plan and the eligible beneficiaries' PCP
4. Definitions of the levels of CC to be employed and a description of the standards for determining the level of CC that an eligible Beneficiary shall receive relative to routine need for EPSDT screenings to intensive/complex case management including frequency and type of care coordination contact. CC services that are considered appropriate to list as encounters include, but not limited to, service providers and telephone calls involving direct communication with the person being called (does not include attempts to get in touch, leaving messages for call backs);
5. A description of proposed caseload assignments for each CC classification, as well as policies and procedures for providing CC as they relate to the eligible beneficiaries' needs;
6. A description of the CC staffing including job descriptions of the care coordinator, qualifications, and the type of initial and/or ongoing training and education that it will provide to its care coordinators; and
7. If CC services are to be subcontracted, submit to DHS for prior approval the proposed subcontract for the provision of CC services.

### **60.360 Claim Processing Capabilities**

- A. The web application, real time, on-line processing and maintenance of claims data is a crucial component of this contract. Therefore, this section shall;
  1. Explain the adequacy of the Dental TPA's system to collect, maintain and process the dental claims.

2. Explain any modifications or expansions needed in order to meet the specified data requirements.
  3. Explain how hard copy claims are processed.
- B. The claim processing function and its key personnel shall be located in the State of Hawaii.

## **SECTION 70 BUSINESS PROPOSAL**

### **70.100 Introduction**

- A. The Dental TPA shall propose a final price for each of the requirements in this section. The requirements are:
  - 1. Proposal Price (Section 70.200)
  - 2. Personnel Billing Rates Proposal (Section 70.300)
- B. Appendix I shall be used by the Dental TPA when submitting the business proposals.

### **70.200 Proposal Pricing Requirements**

#### 70.210 On-going Operation Price

- A. The On-going Operation proposal price shall include the services listed in Section 70.220 and all the scope of services associated with this RFP.
- B. The Dental TPA shall separate the proposal price by each State fiscal year (SFY-July through June) for:
  - July 1, 2021-June 30, 2022
  - July 1, 2022-June 30, 2023
  - July 1, 2023-June 30, 2024

#### 70.220 On-going Operation Services

- A. On-Going Claim Processing
  - 1. Pricing for this component consists of a fixed monthly price for On-going Claim Processing and Dental Consultation. It is estimated that the total number of adjudicated claim lines processed for the fiscal year is approximately 900,000. Should the number of adjudicated claim lines exceed 1,000,000 during a state fiscal year the price shall be negotiated during the next state fiscal year. If DHS expands adult dental benefit, on-going operation price shall be negotiated prior to the implementation. DHS shall

reimburse the cost of provisions of dental services submitted by the Dental TPA.

**B. Dental Consultation**

1. Pricing for this component shall be included in the On-going Operation Price.

**C. Care Coordination**

1. Pricing for this component shall be included in the On-going Operation Price.

**Table 7: 70.220 Operational Tasks**

		TASKS
	On-going Claim Processing/Dental Consultation	<ul style="list-style-type: none"> <li>• Claims Imaging/Data Entry</li> <li>• Claims Adjudication</li> <li>• Claims and Eligibility Hotline</li> <li>• Provider Relations</li> <li>• Check Remittance Advice Generation including 1099</li> <li>• Dental Service-related Correspondence</li> <li>• Systems Operational Testing Support</li> <li>• PA processing</li> <li>• Reporting with ad hoc query capability</li> <li>• All activities in the dental program includes all key personnel and any input of dental specialists, i.e. periodontists, endodontists, oral surgeons, pedodontist, prosthodontists, orthodontists, oral maxillofacial radiologist, etc.</li> </ul>
	Care Coordination	All activities related to care coordination of the beneficiaries.

On the Pricing Schedule, the Dental TPA shall enter the proposed price for all activities listed in Table 7: 70.220 above.

**70.300 Personnel Billing Rates Proposed Price**

- A. The Dental TPA shall propose Personnel Billing Rates. Personnel billing rates shall be hourly rates, for personnel services to be provided above the tasks delineated in Section 40, of this RFP. Personnel billing rates shall also be used for any system modifications made at the request of the State. The actual

number of hours that shall be required for the use of these personnel is unknown at this time. The Dental TPA shall propose a rate for each category of personnel for each contract year.

## **SECTION 80 PROPOSAL EVALUATION AND SELECTION**

### **80.100 Introduction**

- A. The evaluation of proposals received in response to the RFP shall be conducted comprehensively, fairly and impartially. Structural, quantitative scoring techniques shall be utilized to maximize the objectivity of the evaluation.

### **80.200 Evaluation Process**

- A. DHS shall establish an evaluation committee that shall evaluate designated sections of the proposal. The committee shall consist of members who are familiar with the program and the minimum standards or criteria for the particular area. Additionally, DHS may, at its discretion, designate additional representatives to assist in the evaluation process. The committee shall evaluate the proposal and document their comments, concerns and questions.

### **80.300 Mandatory Proposal Evaluation**

- A. Each proposal shall be evaluated to determine whether the requirements as specified in this RFP have been met. The proposal shall first be evaluated against the following criteria:
  - 1. Proposal was submitted within the closing date and time for proposals as required in Section 20.100;
  - 2. All information required in Section 60.100, 60.200, and 60.300 has been submitted;
  - 3. Ability for the Dental TPA and their subcontractors, if applicable, to remain solvent for the length of the contract in accordance with information submitted for Section 60.200; and
  - 4. Proposal contains the necessary information in the proper order.
- B. A proposal must meet all mandatory requirements prior to the technical evaluation. Any proposal that does not meet all mandatory requirements shall be rejected.



**80.400 Proposal Evaluation**

A. The proposals that have met the minimum mandatory requirements shall be evaluated in order to identify those Dental TPAs that meet the minimum technical requirements detailed in this section.

<u><b>Evaluation Categories</b></u>	<b>Available Points</b>
<b>Proposal Letter</b>	Pass/Fail
<b>Transmittal Letter</b>	Pass/Fail
<b>Financial Status</b>	Pass/Fail
 <b>Proposal Application</b>	
Executive Summary	5 points
Company Background and Experience	10 points
Organization and Staffing	10 points
DHS Dental Provider Network	15 points
Care Coordination	20 points
Claim Processing Capabilities	20 points
Business Proposal	20 points
 <b>TOTAL POSSIBLE POINTS</b>	 <b>100 points</b>

**80.500 Technical Evaluation Criteria**

A. Each evaluated category shall be given a rating score using the following rating methodology outlined in Table 8: 80.500 below:

**Table 8: 80.500 Rating Methodology**

<b>Rating Score</b>	<b>Description</b>
<b>5</b>	<b>Excellent.</b> The proposal response addresses the criterion in a clear and highly comprehensive manner. The proposal response meets the requirements and clearly adds significant value to the requirements listed in the RFP. Demonstrates expert level knowledge and understanding of the subject matter.
<b>4</b>	<b>Very Good.</b> The proposal response addresses the criterion in a highly comprehensive manner. The proposal response meets the requirements and may add some value to the requirements listed

Rating Score	Description
	in the RFP. Demonstrates a strong knowledge and understanding of the subject matter, but not at the expert level.
<b>3</b>	<b>Good.</b> The proposal response addresses the criterion well. The proposal response clearly minimally meets the requirements. Demonstrates minimally adequate knowledge and understanding of the subject matter.
<b>2</b>	<b>Fair.</b> The proposal response addresses the criterion in a general manner. The proposal response may minimally meet the requirements and/or there no more than two concerning weaknesses. Ambiguously demonstrates minimally adequate knowledge and understanding of the subject matter.
<b>1</b>	<b>Poor.</b> The proposal response addresses the criterion in a general manner but there are concerning weaknesses. The proposal response may minimally meet the requirements and there is more than two concerning weakness. Ambiguously demonstrates some knowledge and understanding of the subject matter.
<b>0</b>	<b>Very Poor.</b> The proposal response fails to address the criterion or the criterion cannot be assessed due to missing or incomplete information, or because the response was overly ambiguous, conflicting, or confusing.

- A. The Evaluation Committee scores each criterion with a 0, 1, 2, 3, 4, or 5. No fractional scores will be allowed. Scores will be based on the content as communicated in the proposal. Unclear and disorganized presentation of information may impact the evaluators' ability to clearly understand the responsiveness to proposal requirements.
- B. A comment section is provided on the Technical Evaluation Scoring Form. The Evaluation Committee must record a comment for any score of 1, 2, 3 or 5. Comments for criteria receiving a score of 4 are not required.
- C. The Dental TPA must receive a rating score of 3 for each Evaluation Category or the proposal will not be considered technically acceptable and shall be rejected. Those proposals that do not meet the minimum points to pass each of the required criteria shall be returned to the applicant with a letter of explanation.
- D. The rating score (0-5) shall represent the corresponding conversion factor used to calculate the points awarded for each Evaluation Category listed in Section 80.400, as detailed below in Table 9: 80.500:

**Table 9: 80.500 Conversion Factor**

Rating Score	Conversion Factor
0	0
1	25%
2	50%
3	75%
4	88%
5	100%

- E. The total maximum number of points available for each Evaluation Category will be multiplied by the applicable conversion factor, based on the rating score given, to determine the number of points awarded for the Evaluation Category. The points awarded for each Evaluation Category shall be totaled to yield a final score. The Dental TPA with the highest final score shall be awarded the contract.
- F. Scoring will be based on the entire content of the proposal and the information as communicated to the evaluators. The information contained in any part of the proposal may be evaluated by DHS with respect to any other scored section of the proposal. Lack of clarity and inconsistency in the proposal will impede effective communication of the content and may result in a lower score.
- G. The broad criteria for each Evaluation Category are listed below and includes consideration of the specific elements identified in Section 60. DHS reserves the right to add, delete or modify any criteria in accordance with applicable procurement rules.
- H. All proposals that meet a minimum score of 75% on the technical proposal evaluation shall be evaluated according to Section 80.600 for its business proposal.

80.510 Proposal Letter (Pass/Fail)

- Signed by an individual authorized to legally bind the Dental TPA and affixed with a corporate seal;
- Include a Corporate Resolution or a certificate of authority to sign on behalf of the company; and
- Includes all statements as specified in Section 60.210.

A. If the proposal letter is incomplete, the proposal will be rejected and not be scored and will be returned to the Dental TPA since this is part of the mandatory requirements established in Section 80.300.

80.515 Transmittal Letter (Pass/Fail)

- On an official letterhead and signed by an individual authorized to legally bind the Dental TPA; and
- Includes all statements as specified in Section 60.220.

A. If the Transmittal Letter is incomplete, the proposal will be rejected and not be scored and will be returned to the Dental TPA since this is part of the mandatory requirements established in Section 80.300.

80.520 Financial Status (Pass/Fail)

- The financial status of the Dental TPA and related entities shall be reviewed in order to determine the financial solvency of the organization. Quality dental services cannot be provided without adequate resources; and
- Other factors identified in Sections 60.230 and 60.240.

A. If the Financial Status is incomplete, the proposal will be rejected and not be scored and will be returned to the Dental TPA since this is part of the mandatory requirements established in Section 80.300.

80.530 Executive Summary (5 points possible)

- Provides a broad understanding of the proposal;
- Clearly and concisely condenses the proposal;
- Highlights the contents of the technical proposal; and
- Identifies how the Dental TPA will implement the dental program consistent with the RFP requirements if a contract is awarded to them.

80.535 Company Background and Experience (10 points possible)

- Company background and experience including experience implementing a program of the nature/size required by this contract;
- Each subcontractor's background and experience;

- Extent to which the scope of services under this RFP can be completed by the Dental TPA;
- Experience in working with dentists located in the State of Hawaii;
- The Dental TPA's ability to meet the contract requirements; and
- Include all the required information described in Section 60.320 for both themselves and each subcontractor.

80.540 Organization and Staffing (10 points possible)

- Past and current management experience for similar services of like projects in scope;
- Ability to provide high-quality dental services;
- Relevant program experience and success in performing projects of similar scope to that described herein;
- Competence of proposed key professionals and other employees;
- Qualifications of personnel including education, experience with Medicaid populations, length of time with the organization, and Hawaii Medicaid experience. (Resumes of all key personnel must be provided.);
- Quality of references of key personnel;
- The Dental TPA has a place of business in the State of Hawaii;
- Capability of organizational and administrative systems located in Hawaii to implement contractual obligations for this RFP;
- Describe how the Dental TPA's personnel will resolve problems with the dental providers in a timely manner;
- Number of the Dental TPA's personnel residing in the State of Hawaii that is sufficient to implement the operations and claims administration requirements described in Section 40.600;
- How the Dental TPA's resources identified and allocated will fulfill the requirements of the contract; and
- Include all the required information described in Section 60.330.

- 80.545 DHS Dental Provider Network (15 points possible)
- Capability of operating a Help Desk with capabilities to respond promptly to systems and claims inquiries preferably twenty-four (24) hours and day, seven (7) days a week but a minimum of 8 a.m. to 10 p.m. HST seven (7) days a week; and
  - Include all the required information described in Section 60.340.
- 80.550 Care Coordination (20 points possible)
- Process for providing care coordination;
  - Staff functions, interactions, and internal coordination;
  - Plan for monitoring and coordinating the needs and other services to support the eligible Beneficiary in the community; and
  - Include all the required information described in Section 60.350.
- 80.555 Claim Processing Capabilities (20 points possible)
- The Dental TPA has a web application, real time, on-line processing and maintenance of claims data;
  - The Dental TPA's system is able to continue to process and maintain claims data, if there are modifications or expansions;
  - Completeness of the Dental TPA's claim processing capabilities;
  - Description of claim processing function and its key personnel located in the State of Hawaii; and
  - Include all the required information described in Section 60.360.

## 80.600 Business Proposal Evaluation

- A. Each proposal will be examined to ensure that all required pricing schedules have been included by the Dental TPA. Proposals will be evaluated to ensure that reasonable firm fixed prices have been assigned. The points shall be given by the chart below in Table 10: 80.600:

**Table 10: 80.600 Business Proposal Points**

	Lowest Proposal	2 <sup>nd</sup> Lowest Proposal	3 <sup>rd</sup> Lowest Proposal	4 <sup>th</sup> Lowest or More
Two Dental TPAs	20	15		
Three Dental TPAs	20	15	10	
Four Dental TPAs	20	15	10	0

## 80.700 Contract Award

- A. The technical and business proposal scores will be combined to determine the winning proposal. The Dental TPA with the highest score will be awarded the contract.
- B. Upon selection of the Dental TPA, DHS shall initiate the contracting process. The Dental TPA shall be notified in writing that the contract is awarded, and that DHS intends to contract with them. This letter shall serve as notification that the Dental TPA should begin to develop its programs, materials, policies and procedures for the program.
- C. The contracts shall be awarded no later than the Contract Award date identified in Section 20.100. If the Dental TPA's requests to withdraw its proposal, it must be requested in writing to DHS before the close of business (4:30 p.m. H.S.T.) on the Contract Award date identified in Section 20.100. After that date, the State expects to enter into a contract with the Dental TPA.

## **APPENDIX A – Q & A Written Questions Format**



**APPENDIX B – Written Intent to Propose**

**APPENDIX C – PROPOSAL FORMS**

**PROPOSAL APPLICATION IDENTIFICATION FORM (SPO-H 200)**

**STATE OF HAWAII DHS PROPOSAL LETTER**

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS FORM**

**DISCLOSURE STATEMENT (CMS REQUIRED)**

**DISCLOSURE STATEMENT (RELATED PARTY TRANSACTIONS AND ATTESTATION)**

**DISCLOSURE STATEMENT (OWNERSHIP)**

**FINANCIAL REPORTING GUIDE FORMS (ORGANIZATIONAL STRUCTURE AND FINANCIAL PLANNING)**

**CONTROLLING INTEREST FORM**

**BACKGROUND CHECK INFORMATION**

**OPERATIONAL CERTIFICATION SUBMISSION FORM**

**GRIEVANCE SYSTEM FORMS**

**INSURANCE REQUIREMENTS CERTIFICATION FORM**

**WAGE CERTIFICATION FORM**

**PROVIDER'S STANDARDS OF CONDUCT DECLARATION**

**APPENDIX D – Dental TPA Financial Responsibilities**

**APPENDIX E – EPSDT Form**

**APPENDIX F – General Condition Forms**

## **APPENDIX G – Litigation Events**

## **APPENDIX H – PHI Breach**

## **APPENDIX I – Dental TPA Business Proposal**



## **APPENDIX J – Client References**

## **APPENDIX K – 834-820 Companion Guide**

**APPENDIX L – Staffing Change Notification Form**

**APPENDIX M – Business Associate Agreement (BAA)**