

## Exhibit M

### Dental Services Service Specifications

The following are requirements for all Vendors providing this service. The MSP shall ensure that these are met by each Vendor/Subcontractor as stipulated in section 6.11 of the contract. Failure to meet the service or performance standards may result in corrective action, up to and including suspension and or removal from the Managed Service Provider's Network of Subcontracted Vendors.

#### 1.0 SERVICE DESCRIPTION

- 1.1 Dental Services is an individualized service to provide dental examinations and dental treatment, including but not limited to services providing treatment of oral diseases, injury, or dental conditions. These services will be provided by General Dentists, Dental Hygienist, Denturist, and Dental Assistants to Vocational Rehabilitation (VR) Clients.
  - 1.1.1 Through the provision of VR Services, VR assists individuals in achieving integrated and competitive employment consistent with their strengths, resources, abilities, capabilities, interests, and informed choice.
  - 1.1.2 While the Rehabilitation Services Administration (RSA) does not assume responsibility for a program of general dental care, Dental Services may be provided when the dental evaluation indicates that the condition of the teeth and gums are so severe that they will interfere with the individual's ability to achieve employment outcome.
  - 1.1.3 An evaluation of a VR Client's dental condition may be indicated when the general and/or specialty dental examination reveal(s) the existence of serious maxillo-facial problems and/or diseases of the gums and teeth that may cause or aggravate problems of speech, personal appearance, personal adjustment, or other specific employment-related health problems. Ordinarily, dental conditions such as caries, gum abscesses, or multiple extractions with the provision of dentures do not meet the criteria for the provision of Dental Services. However, RSA may provide Dental Services if dental treatment is restricted to situations in which dental conditions prevent employment due to severe cosmetic reasons (e.g., missing teeth and/or visible decay) or chronic infection.
  - 1.1.4 Oral surgery may be covered when medically necessary and approved by VR Counselors and is to be provided by licensed professionals who have a permit to administer general anesthesia, semiconscious sedation, or conscious sedation.
  - 1.1.5 RSA will not authorize the following:
    1. Gold inlays;
    2. Fixed bridges, except in unusual circumstances, and only for anterior teeth;
    3. Partial dentures unless they replace one (1) or more anterior teeth and/or at least four (4) posterior teeth on one (1) side of the arch and one (1) on the other side of the arch;
    4. Restoration of natural teeth or implants, posterior to the second bicuspid, including fillings, crowns, and endodontics.
- 1.2 Eligibility for individuals to receive this service is determined by the designated VR Counselor. Referrals for this service are based on the VR Client's individual service needs and informed choice in conjunction with their VR Counselor.
- 1.3 If qualified, the Vendor may provide any or all of the services as listed in Section 1.1 above.
- 1.4 This service is not intended to provide any other service not herein specified.

## Exhibit M

### Dental Services Service Specifications

1.5 Definitions: Terms are defined in Exhibit C3.

#### 2.0 **SERVICE REQUIREMENTS:**

The Vendor shall:

##### 2.1 General Requirements

- 2.1.1 Provide all services in a manner that is culturally relevant and linguistically appropriate to the population to be served;
- 2.1.2 Communicate, either directly or through the assistance of professional services, in modes of communication accessible to those who have limited speaking ability (e.g., Deaf/Hard of Hearing through American Sign Language) or in the native language of VR Clients for whom English is not their primary language and use all other appropriate and effective modes of communications used by VR Clients (e.g., Spanish language, American Sign Language, etc.).
- 2.1.3 If the Vendor does not have the capacity/capability to communicate directly, the Vendor shall utilize the assistance of professional interpreting services (e.g., Services to Deaf or Hard of Hearing require staff certified in ASL. Services to the Deaf-Blind require staff certified in Tactile Sign Language, etc.).
- 2.1.4 Make reasonable accommodations under the Americans with Disabilities Act of 1990, as amended, to give people with disabilities an equal opportunity to benefit from program, services, and activities.
- 2.1.5 Utilize modified equipment, fixtures, material or any other aids deemed necessary in order to meet the physical, mental or sensory needs of the VR Client.
- 2.1.6 Utilize appropriate instructional techniques and resources in respect to cultural, gender, and lifestyle differences.
- 2.1.7 Perform examinations in a location which is well-lit and accommodates the comfort, health and safety of the VR Client; and
- 2.1.8 Provide all services only after receiving a written authorization from the RSA System of Record through the MSP. Verbal authorizations, or any authorization not issued by the RSA System of Record, are not valid.
- 2.1.9 Not provide services or make any changes to service level provision (e.g., increase or decrease of units of service) without notice of a written authorization from the MSP for the change at least three (3) business days prior to the expiration of the existing RSA Purchase Authorization. Authorizations from the VR Counselor or other ADES personnel are not valid.

##### 2.2 Service Provision - Provide services as follows:

- 2.2.1 Provide dental examination and complete dental evaluation.
  - 1. Schedule an appointment with the VR Client within seven (7) business days after receipt of an assignment from the MSP for the dental examination.
  - 2. Evaluate the VR Client's oral condition and provide recommendations for treatment.
  - 3. While conducting a dental examination, if the Dentist suspects or detects abnormalities or irregularities requiring medical treatment, the Dentist will relay this information to the VR Counselor who will determine further action.
  - 4. Submit a complete Dental Services Approval Request Form (Exhibit M2) with a Dental Claim Form from the American Dental Association or equivalent with recommendations for treatment. The Dental Claim Form shall include an itemized list of the recommended treatment procedures

## Exhibit M

### Dental Services Service Specifications

identified by Healthcare Common Procedure Coding System (HCPCS) Codes stated in the Dental Services RSA Fee Schedule (Exhibit M1) and the payment rate(s).

- a. Based upon the written Dental Services Approval Request Form (Exhibit M2) with a Dental Claim Form from the American Dental Association or equivalent, the referring VR Counselor may approve or disapprove all or some recommended dental treatment procedures. The referring VR Counselor shall issue a new RSA Purchase Authorization through the MSP for approved dental treatment for the VR Client.
- b. The VR Counselor shall consult with the RSA Dental Consultant prior to approving dental treatment services.

2.2.2 Provide authorized Dental Treatment as follows:

1. Schedule an appointment with the VR Client within seven (7) business days upon receipt of a written RSA Purchase Authorization through MSP.
2. Provide dental treatment procedures as authorized by the VR Counselor.
3. Submit a complete Dental Services Treatment Report (Exhibit M3) indicating the dental treatment performed and an explanation if all authorized treatments were not performed along with a Dental Claim Form from the American Dental Association or equivalent. The Dental Claim Form shall include an itemized list of the treatment procedures identified by Healthcare Common Procedure Coding System (HCPCS) Codes stated in the Dental Services RSA Fee Schedule (Exhibit M1) and the payment rate(s).

2.2.3 Notify the VR Counselor and copy the Managed Service Provider (MSP) in writing within one (1) business day if the VR Client is encountering difficulties and problems that interfere with successful completion of the treatment. The VR Counselor will decide whether it is appropriate for the VR Client to continue the dental treatment, depending on the circumstances.

2.3 Service Provider (Vendor) Qualification Requirements

2.3.1 Utilize personnel or subcontractors who provide dental services that meet the licensure requirements set forth by the Arizona Revised Statutes, Title 32 Chapter 11:

1. General Dentist licensed in accordance with A.R.S Title 32 Chapter 11, Article 2 or the equivalent in their State of residence; and/or
  - a. Licensed General Dentists who will be providing oral surgery must also hold a valid permit for semi-conscious and conscious sedation issued by the Arizona Board of Dental Examiners or the equivalent in their State of residence.
2. Dental Hygienist licensed in accordance with A.R.S Title 32 Chapter 11, Article 4 or the equivalent in their State of residence; or
3. Denturist in accordance with A.R.S Title 32 Chapter 11, Article 5 or the equivalent in their State of residence; or
4. Dental Assistant in the State of Arizona may perform basic supportive dental procedures specified by the State dental practice act under the direct supervision of a licensed dentist or the direct supervision of a licensed Dental Hygienist; and
  - a. Holds a current Arizona Board-approved certificate in Radiology; or
  - b. Holds a current Arizona Coronal Polishing Certificate; or
  - c. Holds a current Arizona Expanded Function - Restorative Certificate.

2.3.2 Provide Sign Language and Foreign Language services through personnel who meet the qualifications listed in Exhibit C2.

## Exhibit M

### Dental Services Service Specifications

#### 2.4 Administrative Requirements

##### 2.4.1 Establish and maintain a VR Client case file that includes:

1. Assignment of service(s) to the VR Client, including referral information;
2. RSA Purchase Authorization(s);
3. Dental Services RSA Fee Schedule (Exhibit M1);
4. Dental Services Approval Request Form (Exhibit M2);
5. Dental Services Treatment Report (Exhibit M3); and
6. Other documents relevant to the service provision.

##### 2.4.2 Have a Quality Management Plan in order to continuously monitor the delivery of services and to ensure that the service provision meets the VR Client's objectives to include the following:

1. Incident management, corrective action and preventions;
2. Complaints and grievances;
3. Monitoring and evaluating the service provision, e.g., measurement of outcomes as it relates to the VR Client's objectives, and the improvement of the quality of services; and
4. Routine monitoring of its personnel and subcontractors to ensure the effectiveness of the relationship between the VR Client and direct service personnel.

##### 2.4.3 Maintain appropriate active professional license(s) that are in compliance with all Federal, State, and local licensing requirements for the operation of its business or profession and that are in good standing with all applicable licensing and regulatory boards or agencies. For the purpose of this contract, "good standing" means that no disciplinary actions have been taken by any licensing or regulatory agency to include, but not limited to: cancellation with cause, civil penalty, decree of censure, inactive with cause, letter of reprimand, practice restriction, probation, revocation, summary suspension, surrender of licenses, suspension, etc.

##### 2.4.4 Adhere to the Vendor Code of Conduct (Exhibit C).

##### 2.4.5 Adhere to the requirements of the Rehabilitation Act and its implementing regulations 34 CFR 361.51 "Standards for facilities and providers of services".

### 3.0 VENDOR PERFORMANCE EVALUATION

#### 3.1 Service Outcome:

3.1.1 Dental Examination: Submission to VR Counselor through the MSP of a complete Dental Services Approval Request Form (Exhibit M2), to include the American Dental Association Dental Claim Form or equivalent, that provides enough information for the VR Counselor to accurately understand the VR Client's oral rehabilitation needs to increase integrated employment.

3.1.2 Dental Treatment: Submission to the VR Counselor through the MSP a complete Dental Services Treatment Report (Exhibit M3), to include the American Dental Association Dental Claim Form or equivalent, indicating the dental treatment performed and an explanation if all authorized treatments were not performed.

3.2 Performance Standards. The Vendor shall meet the following minimum acceptable performance standards during the quarter:

3.2.1 **Performance Standard #1 - Acceptance Rate:** At a minimum, eighty percent (80%) of the VR Clients referred for services shall be accepted by the Vendor;

## Exhibit M

### Dental Services Service Specifications

- 3.2.2 **Performance Standard #2 - Submission of Examination:** The Vendor will issue a complete and accurate Dental Services Approval Request Form (Exhibit M2) which includes an itemized list of the recommended treatment procedures identified by HCPCS Codes stated in the Dental Services RSA Fee Schedule (Exhibit M1) and the payment rate(s) for ninety percent (90%) of VR Clients for which authorizations are received;
- 3.2.3 **Performance Standard #3 - Completion Rate:** At a minimum, ninety-five percent (95%) of the Dental Services Treatment Reports (Exhibit M3), including the American Dental Association Dental Claim Form or equivalent, shall be submitted by the Vendor within seven (7) business days after completion of the dental treatment performed;
1. VR Clients who drop out of the program due to their dissatisfaction with the quality of the Vendor's service provision will be counted towards this Performance Standard.
  2. VR Clients who drop out due to personal reasons, other than dissatisfaction with the Vendor's service provision (e.g., medical reasons, incarceration, closure by VR Counselor, or other reasons that cannot be attributed to the quality of the Vendor's service provision, etc.) will not be counted towards this Performance Standard; and
- 3.2.4 **Performance Standard #4 - Reporting:** The Vendor shall submit no less than ninety percent (90%) of their initial Reporting Packets completely and accurately, as defined by the MSP, by the established timelines identified within these Service Specifications.
- 3.3 The MSP and ADES/RSA will analyze the Vendor's progress in achieving the overall minimum acceptable service standards.
- 3.3.1 Information for evaluating the Vendor's effectiveness and performance will be gathered from the MSP, Vendor's monthly reports, and the RSA case management System of Record.
- 3.3.2 The results of the data analysis may be shared with VR Clients and VR Counselors as part of informed choice in selecting the services among available Vendors.

#### 4.0 PAYMENT

- 4.1 Payment rates are all inclusive, which means they include the Vendor's staff time, administrative costs, research, report preparation, travel time and mileage, time lost due to VR Client missed appointments ("no shows"), and any other costs associated with the service provision. RSA will not pay for these costs separately.
- 4.2 Payment for the authorized Dental Services will be made at the lesser of the following:
- 4.2.1 Rates stated in Dental Services RSA Fee Schedule (Exhibit M1) for the specific service or procedure.
- 4.2.2 If the HCPCS code is not present in the Dental Services RSA Fee Schedule (Exhibit M1), the Vendor's usual and customary rate will be authorized.
- 4.3 Vendors are responsible for notifying RSA through the MSP when an interpreter is required and provide service only after an amended Purchase Authorization has been issued. Reimbursement for the use of interpreters for American Sign Language (ASL) or foreign language(s) shall be made at the actual expenses incurred and upon submission of verifying documentation with the invoice.

## Exhibit M

### Dental Services Service Specifications

- 4.4 No charge for any service shall be accepted by or paid by RSA if submitted to RSA more than seventy-five (75) calendar days after the end of the reporting period (e.g., if services were provided during the March reporting period, RSA will not accept a Reporting Packet submitted after June 14th).

#### 5.0 REPORTING REQUIREMENTS

The Vendor shall report on service provision as follows:

- 5.1 Submit to the MSP completely and accurately as defined by the MSP one (1) PDF Reporting Packet through the MSP's program for each individual VR Client.
- 5.1.1 The Reporting Packet shall include the following reports, as applicable, for each VR Client who received this service during a reporting period:
1. Dental Services Approval Request Form (Exhibit M2), along with an itemized list of the recommended treatment procedures identified by HCPCS Codes stated in the Dental Services RSA Fee Schedule (Exhibit M1) and the payment rate(s), within seven (7) business days after completion of the dental examination.
  2. Dental Services Treatment Report (Exhibit M3) indicating the dental treatment performed and an explanation if all authorized treatments were not performed, within seven (7) business days after completion of the dental treatment.
- 5.1.2 Incomplete or inaccurate Reporting Packets, report(s) or supporting document(s), will not be processed and will be returned to the Vendor. The Vendor will be responsible to submit a corrected request and/or a corrected reporting packet.
- 5.1.3 Reporting Packets submitted with multiple PDFs will not be processed and will be returned to the Vendor. The Vendor is responsible for submitting one (1) PDF Reporting Packet completely and accurately through the MSP's program for each individual VR Client.
- 5.2 Submit to the MSP as appropriate:
- 5.2.1 Verification of the qualifications of staff or subcontractors, using Exhibit M4, Affirmation of Qualifications.
- 5.2.2 Formal written notification within five (5) business days of issuance of any actions from any of the applicable licensing and regulatory boards or agencies in the State where the VR Client is residing which may result in disciplinary action taken on their current licensure.
- 5.2.3 Current Certificates of Insurance, no later than ten (10) days following the expiration of the existing Certificate of Insurance.
- 5.3 Submit to the MSP and the referring VR Counselor:
- 5.3.1 A notification of any unusual incident verbally within one (1) business day of the occurrence, followed by a thorough written report of the unusual incident shall be submitted within three (3) business days of the occurrence. Unusual incidents include, but are not limited to:
1. Death of a VR Client;
  2. Alleged neglect, abuse, mistreatment or exploitation of a VR Client (by anyone);
  3. Disappearance of a VR Client. The Vendor shall report a missing VR Client to law enforcement officials and the VR Counselor as soon as the Vendor suspects that the VR Client may be missing;
  4. Any suicide attempt(s) by the VR Client;
  5. Sexual abuse against a VR Client, including consensual sexual activity;

## Exhibit M

### Dental Services Service Specifications

6. Inappropriate sexual behavior toward a VR Client;
  7. Any threat to the physical or emotional well-being of an individual or Vendor's staff member by a VR Client, and
  8. Any unexplained VR Client absence.
- 5.3.2 Notification of the loss of or damage to equipment or property in writing, with an explanation of the circumstances of the loss or damage, within three (3) business days following the occurrence.
- 5.4 Other reports
- 5.4.1 RSA reserves the right to require that the Vendor submit additional or revised reports related to the service provision and performance.
- 5.4.2 Reporting requirements, methods and/or formats (Exhibits, including Service Specifications) may be changed without amendment.
- 5.4.3 The Vendor will be notified in writing about any change in reporting forms through the Managed Service Provision Contractor.