

June 30, 2023

Access Dental Plan
Matthew Oswald, CFO
8890 Cal Center Drive
Sacramento, CA 95826

**RE: NOTICE OF PLAN DEFICIENCY (NON-COMPLIANCE) WITH
CONTRACTUAL REQUIREMENTS AND DEMAND FOR CORRECTIVE
ACTION PLAN (CAP)**

Dear Mr. Oswald,

The Department of Health Care Services (DHCS) is hereby providing Access Dental Plan (ADP or “Contractor”) this Notice of Plan Deficiency (Non-Compliance) with Contractual Requirements, pursuant to Dental All Plan Letter (APL) 13-004, APL 20-004, and Exhibit A, Attachment 14, Provision C, and Exhibit A, Attachment 5, Provision N, and hereby requires a Corrective Action Plan (CAP) within 30 days from the date of the electronic mail postmark of this letter.

Please note, if Contractor is unable to correct the noted deficiencies and/or complete their CAP, DHCS may exercise its right to pursue additional sanctions in accordance with Provision 3, Termination, Provision 18, Sanctions or Provision 19, Liquid Damages Provision in Exhibit E, Additional Provisions, of the Contract.

Summary of Non-Performance

On October 30, 2022, pursuant to APL 20-004 and Exhibit A, Attachment 14, Provision C, Call Center Reports, ADP was required to submit the Quarter 3 (Q3) 2022 Call Center Report to DHCS.

On October 28, 2022, ADP submitted the Q3 2022 Call Center Report with a “P” factor of 11% for GMC and 4% for PHP. On November 21, 2022, ADP was notified via email that the deliverable was missing the self-reported explanation for maintaining a “P” factor of no more than seven (7) percent and was given until December 21, 2022 to provide a detailed explanation of the steps that ADP will take to remediate the deficiency. On December 21, 2022, ADP replied to DHCS with their remediation plan.

On January 30, 2023, ADP submitted to DHCS the Q4 2022 Call Center Report with a “P” factor of 32% for GMC and a “P” factor of 10% for PHP. ADP’s Q4 Call Center Report was submitted with the raw data and was not aggregated on the DHCS Call Center Report deliverable template. On January 31, 2023, DHCS replied, “Please

resubmit Access Dental Plan's Q4 2022 Call Center Report on the DHCS template. Pursuant to Exhibit A, Attachment 14.C."

On February 2, 2023, DHCS reiterated the request to resubmit the Call Center Data on the DHCS Call Center Deliverable Template. On February 2, 2023, ADP resubmitted the Q4 2022 Call Center Report on the DHCS Call Center Deliverable Template.

On May 1, 2023, ADP submitted the Q1 2023 Call Center Report, and the "P" factor for GMC was 36% and PHP was 9%. On May 5, 2023, DHCS requested ADP to self-report why both PHP and GMC "P" factors were over 7 percent. On May 12, 2023, ADP responded to DHCS with their remediation plan.

As of today's date, the plan has not complied with the contractual requirements.

Applicable Contractual Authority

The Contract between Contractor and DHCS, Exhibit A, Attachment 14, Provision C. Call Center Reports states, in part, as follows:

"Contractor shall report...number of calls received by call type (questions, grievances, access to services, request for dental health education, etc.); the average speed to answer Member services, telephone calls with a live voice; and the Member services telephone calls abandonment rate. Contractor must maintain a weekly average "P" factor of no more than seven (7) percent. "P" factor is defined as the percentage of connected calls versus non-connected calls and/or busy signals."

The Contract between Contractor and DHCS, Exhibit A, Attachment 5, Provision N, Evaluation of Contractor Compliance/Corrective Action Plan (CAP) states as follows:

"DHCS will evaluate Contractor's overall compliance with contract requirements monthly. Contractor shall ensure that a corrective action plan is developed to correct cited deficiencies and that corrections are completed and verified within the established guidelines as specified in the dental managed care All Plan Letter to be executed at contract effective date. If Contractor fails to correct cited deficiencies as specified in the All Plan Letter, then the DHCS reserves the right to halt all new enrollment to the plan until such time as the deficiencies have been corrected and approved by the Department."

DHCS Dental APL 13-004 states as follows:

"DMC Plans may be required to develop a Corrective Action Plan (CAP) for any deficiencies revealed by DHCS' analysis and evaluation of DMC Plans' overall compliance with contract requirements. DHCS will send written notification of the deficiencies to the DMC Plan that is required to submit a CAP. From the date of the notice, the CAP must be submitted within 30 (thirty) calendar days to DHCS. DHCS will then review and provide feedback to the DMC Plan. The length of time that the DMC Plan will have to complete the CAP will depend on the deficiencies and the steps involved in the CAP. DHCS will closely oversee the DMC Plan's actions to correct the deficiency and will assist where necessary in order to ensure the CAP is completed. DHCS reserves the right to exercise Provision 3, Termination, Provision 18, Sanctions or Provision 19, Liquid Damages Provisions in Exhibit E, Additional Provisions, of the GMC contract if a DMC Plan is unable to correct a deficiency and/or complete their CAP."

Access Dental Plan
Notice of Deficiency
June 30, 2023
Page 3

DHCS Dental APL 20-004 states as follows:

“Call Center Report: As of Quarter 3 of 2020, the biannual report is due on a quarterly basis, which will be due 30 calendar days after the end of the calendar year (CY) quarter.”

Resultant Action

DHCS is hereby providing this Notice of Deficiency (Non-Compliance) with Contractual Requirements and hereby requires a CAP within 30 (thirty) days from the date of the electronic mail postmark of this letter on the steps it will take to submit the Call Center Report Template in compliance with contractual requirements and ensure “P values” follow contractual requirements at all times.

Please note, if Contractor is unable to correct the noted deficiencies and/or complete their CAP, DHCS may exercise its right to pursue additional sanctions in accordance with Provision 3, Termination, Provision 18, Sanctions or Provision 19, Liquid Damages Provision in Exhibit E, Additional Provisions, of the Contract.

Should you have any questions, please contact me regarding the aforementioned.

Sincerely,



Adrianna Alcalá-Beshara, JD, MBA
Chief, Medi-Cal Dental Services Division
Department of Health Care Services