

**San Joaquin Valley Insurance Authority
(SJVIA)**

February 13, 2023

Final Recommendation & Audit Closing

Delta Dental Audit

January 1, 2021 through May 31, 2022



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I. INTRODUCTION

TFG Partners, LLC (“Audit Team”) submitted the Audit Report for the audit period January 1, 2021 through May 31, 2022 to San Joaquin Valley Insurance Authority (“SJVIA”) and Delta Dental on December 13, 2022. Response to the Audit Report was received from Delta Dental on February 10, 2022.

The following sections are intended to provide SJVIA with a summary of the major issues outlined in TFG Partners’ December 13, 2022 Audit Report, an analysis of Delta Dental’s response to the audit outcomes, and provide final recommendations and an audit closing strategy.

Blue – Delta Dental Audit Response.

Red – Delta Dental Audit Report Response.

II. SUMMARY FINDINGS

In summary, for the great majority of claims processed, the Delta Dental paid claims tape is adjudicated correctly based on our audit approach.

- Delta Dental agreed to a total of 2 processing issues with an overpaid amount of \$210.90 (see Table page 5).
- There was a total of 5 claims where no agreement was determined, the so called “*Agree-to-Disagree*” claims (see Table page 6).

III. SETTLEMENT AND/OR RECOVERY OF OVERPAYMENTS

The first objective is for SJVIA to reach agreement with Delta Dental concerning the recovery of the **agreed to overpayments**.

SJVIA should reference the Delta Dental Administrative Service Agreement to seek reimbursement or credit for the amount of the agreed upon overpayments:

<i>Review Categories</i>	Agreed to Sample Claims		<i>Additional Claims</i>	
	#	Overpaid	#	Paid
<i>Technical Benefit Coding</i>				
Duplicate Claims Different Claim Number	2	\$210.90	3	\$496.50

Delta Dental 002/10/2023 Audit Report Response:

Audit Finding	Page Number	Sample Number	Delta Dental Response	Delta Dental Supporting Detail
<p>Agreed to Sample & Additional Related and Remaining Claims:</p> <p>An underpayment occurred when an eligible claim for an intraoral periapical x-ray was denied as a duplicate charge, in error</p>	09	1-000025 1-000057	Agree	Delta Dental agrees with the auditor findings. The claim examiner that processed this claim did not follow all desk level procedures. Delta Dental can reprocess the claim at the client's request.

IV. RESOLUTION OF AREAS OF DISAGREEMENT

The second objective is for SJVIA to discuss with Delta Dental the administration of the “**Agree to Disagree**” sample claims found in one (1) category: COB Consistency.

Review Categories	Agree-to-Disagree Sample Claims		Additional Claims		
	#	Potential Overpaid	#	Paid	Deductible
<i>Coordination of Benefits</i>					
<i>Non-Medicare</i>					
COB Consistency	5	\$1,125.38	100	\$23,182.12	\$6,201.00

COB Consistency

Audit Finding: The electronic audit will first identify a member file with paid coordinated claims to review the effective and termination dates as well as the other insurance amounts and determine if there are additional claims that should be coordinated with the primary insurance.

Item # 1-000036

Delta Dental Response: *“Claim was submitted without indication of outside coverage. The claim was processed as primary prior to receiving outside coverage information.*

(Hit Claim) was processed as secondary, as the OIC information was received 10/8/2021.”

Item # 1-000038

Delta Dental Response: *“(Sample Claim) was not coordinated, (Hit Claim) was submitted as a Medicaid claim. (Sample Claim) was not submitted as Medicaid claim, COB not on file.”*

Item # 1-000047

Delta Dental Response: *“(Sample Claim) was not coordinated, (Hit Claim) was submitted as a Medicaid claim. (Sample Claim) was not submitted as a Medicaid claim. No primary plan on file.”*

Item # 1-000053

Delta Dental Response: *“(Hit Claim) was submitted as a Medicaid claim, (Sample Claim) was not submitted as a Medicaid claim. No primary insurance on file.”*

Item # 1-000083

Delta Dental Response: *“(Hit Claim) was submitted as a Medicaid claim. (Sample Claim) was not submitted as a Medicaid claim. The member does not have record of having dual coverage.”*

Delta Dental 02/10/2023 Audit Report Response:

COB Consistency & COB Coordinated claims: The error in this category involved an issue with the dental consultant review process.	10-11	1-000036 1-000038 1-000046 1-000047 1-000052 1-000053 1-000054 1-000083	Disagree	Delta Dental disagrees with the auditor findings. The claims were processed correctly because the claim form did not indicate other insurance information and Delta Dental did not have any information on file that the member had other coverage.
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Additional proposed next step:

- For the additional claims, a review of the claims would be necessary to determine if they were processed correctly.
- SJVIA and Delta Dental to decide appropriate next steps.

V. ADDITIONAL FINDINGS

The following samples are listed based on the Delta Dental responses regarding their internal policies and claim processing edits.

SJVIA should review the responses from Delta Dental to determine if they agree with how Delta Dental is processing the various items and determine if further action is warranted.

COB Coordinated Claim

Audit Finding: The electronic audit will identify a member with paid coordinated claims to review the effective and termination dates as well as the other insurance amounts.

Item #'s 1-000046, 052 & 054

Delta Dental Response: *“Medicaid claim. Medicaid is not the primary carrier but the Medicaid paid amount will be listed in the OIC Allowed and Paid Fields and the system will apply the lesser of the Medicaid paid amount versus Delta Dental's payment.”*

Delta Dental 02/10/2023 Audit Report Response:

<p>COB Consistency & COB Coordinated claims:</p> <p>The error in this category involved an issue with the dental consultant review process.</p>	<p>10-11</p>	<p>1-000036 1-000038 1-000046 1-000047 1-000052 1-000053 1-000054 1-000083</p>	<p>Disagree</p>	<p>Delta Dental disagrees with the auditor findings. The claims were processed correctly because the claim form did not indicate other insurance information and Delta Dental did not have any information on file that the member had other coverage.</p>
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Bitewing X-Rays

Covered once one (1) series of films per calendar year over age of 18 years. Appears to have been exceeded.

Item #'s 1-000020 & 023

Group: 16128

Division: 1011

Delta Dental Response: *“Benefit is limited to two of any bitewing x-ray procedure within a 12 month period. No indication of age limit.”*

Item #'s 1-000013, 048 & 072

Group: 5879

Division: 1001

Delta Dental Response: *“Benefit is limited to two of any bitewing x-ray procedure within a calendar year for children. No indication of 18 years age limitation for children.”*

Delta Dental 02/10/2023 Audit Report Response:

<p>Bitewings: Covered once One (1) series of films per calendar year over age of 18 years. Appears to have been exceeded</p>	<p>11-12</p>	<p>1-000020 1-000023 1-000013 1-000048 1-000072</p>	<p>Partly agrees</p>	<p>Delta Dental partly agrees with the auditor findings. Per the evidence of coverage for group number 16128 there is no age limit for bitewings. That limitation only applies to group number 05879. However, Delta Dental does agree that samples 1000013,048,072 does have an age limitation. A request has been submitted by our IT department to investigate root cause. Delta Dental can follow up with SJVIA once root cause is determined.</p>
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Unspecified Treatments

Please provide documentation which shows how benefits were determined for these unspecified treatment procedures.

Item # 1-000062

Group: 5879

Division: 1001

Delta Dental Response: *“Benefits determined based on submitted clinical notes and x-rays reviewed by a dental consultant.”*

Item # 1-000068

Group: 5879

Division: 1002

Delta Dental Response: *“Benefits determined based on submitted notes from the provider.”*

Delta Dental 02/10/2023 Audit Report Response:

Unspecified Treatments: Please provide documentation which shows how benefits were determined for these unspecified treatment procedures	12-13	1-000062 1-000068	Disagrees	Delta Dental disagrees with the auditor findings. Delta Dental consultants reviewed the narrative for the unspecified procedures and determined that the narrative submitted does not support payment. Screenshots and documents were provided to TFG partners.
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Yearly Maximum

The members appear to have exceeded their \$1,000.00 or \$2,500.00 maximum calendar year total.

Item #'s 1-000018, 021

Group: 16128

Division: 1011

Delta Dental Response: *“Procedure code D4910 is exempted from the maximum.”*

Item # 1-000019

Group: 16128

Division: 1011

Delta Dental Response: *“\$1000.00 calendar individual maximum was not exceeded in 2021. Claim ID xxxxxxxxxxxxxxxx date of service 2/25/21 in the amount of \$740.00 was voided. xxxxxxxxxxxxxxxx in the amount of \$740.00 was voided. Per provider, billed in error.”*

Item # 1-000034

Group: 5879

Division: 1001

Delta Dental Response: *“Procedure codes D0120, D0274, D1110 and D0220 are all exempted from the maximum.”*

Item # 1-000039

Group: 5879

Division: 1001

Delta Dental Response: *“Procedure code D0140 is exempted from the maximum.”*

Delta Dental 02/10/2023 Audit Report Response:

<p>Yearly Maximum: The members appear to have exceeded their \$1,000.00 or \$2,500.00 Maximum calendar year total.</p>	<p>13-14</p>	<p>1-000018 1-000021 1-000019 1-000034 1-000039</p>	<p>Partly agrees</p>	<p>Delta Dental partly agrees with the auditor findings. For sample 1-000018 Per the evidence of coverage the D4910-(Periodontal cleaning) should be listed as basic, not under diagnostic and preventive. A request has been submitted by our IT department to investigate root cause. Delta Dental can follow up with SJVIA once root cause is determined.</p>
				<p>Delta Dental does not agree with findings for the remaining samples. regular cleanings and along with x-rays and exams are considered diagnostic and preventative per the evidence of coverage.</p>

Orthodontic Maximum

The members appear to have exceeded their Orthodontia Lifetime Maximum. Orthodontics is subject to a separate lifetime maximum per Covered Person.

Item # 1-000051

Group: 16128

Division: 1011

Delta Dental Response: *“Provider request received to void original claim payment under old Tax ID and to reprocess under the current TIN. Provider sent check in the amount of \$750.00 for payment received under original claim xxxxxxxxxxxxxxxx which was voided. Initial claim payment rekeyed under current TIN under xxxxxxxxxxxxxxxx and payment of \$750.00 issued. The second \$750.00 installment payment processed under (Sample Claim), for a total of \$1,500.00 payment.”*

Item #'s 1-000086 & 088

Group: 5879

Division: 1001

Delta Dental Response: *“The group covers Orthodontics at 100% with no maximum after the \$1,660.00 deductible has been satisfied for child. \$1,660.00 is the lifetime individual deductible not the member’s orthodontic lifetime maximum.”*

Item #'s 1-000087 & 090

Group: 5879

Division: 1001

Delta Dental Response: *“The group covers Orthodontics at 100% with no maximum after the \$1,880.00 deductible has been satisfied for adult. \$1,880.00 is the lifetime individual deductible not the member’s orthodontic lifetime maximum.”*

Delta Dental 02/10/2023 Audit Report Response:

<p>Orthodontic Maximum: The members appear to have exceeded their Orthodontia Lifetime Maximum. Orthodontics is subject to a separate lifetime maximum per Covered Person.</p>	<p>14-15, 23</p>	<p>1-000051 1-000086 1-000088 1-000087 1-000090 1-000075 1-000082</p>	<p>Disagree</p>	<p>Delta Dental disagrees with the auditor findings.</p> <p>Delta Dental processed the claims correctly according to the evidence of coverage. Per limitation#18 Orthodontics at 100% with no maximum after the \$1,880.00 deductible has been satisfied for adult. \$1,880.00 is the lifetime individual deductible not the member's orthodontic lifetime maximum & Orthodontics at 100% with no maximum after the \$1,660.00 deductible has been satisfied for child. \$1,660.00 is the lifetime individual deductible not the member's orthodontic lifetime maximum."</p>
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Periodontal Maintenance

Claims appear to have exceeded the limitation: Coverage for Routine Prophylaxis (cleaning and scaling of teeth): Once for each quadrant each 24-month period.

Item #'s 1-000001, 002

Group: 5879

Division: 1002

Delta Dental Response: *“Benefits is limited to two prophylaxis procedures within a calendar year.”*

Item # 1-000003

Group: 5879

Division: 1001

Delta Dental Response: *“Benefits is limited to two prophylaxis procedures within a calendar year.”*

Item # 1-000008, 009

Group: 16128

Division: 1011

Delta Dental Response: *“Benefits is limited to one prophylaxis procedures within a 6 month period.”*

Item # 1-000010

Group: 16128

Division: 1011

Delta Dental Response: *“Benefits is limited to one prophylaxis procedures within a 6 month period.”*

Delta Dental 02/10/2023 Audit Report Response:

<p>Periodontal Maintenance: Claims appear to have exceeded the limitation: Coverage for Routine</p>	<p>16-17</p>	<p>1-000001 1-000002 1-000003 1-000008 1-000009 1-000010</p>	<p>Disagrees</p>	<p>Delta Dental disagrees with the auditor findings. Please note that all claims were processed correctly according to the evidence</p>
<p>Prophylaxis (cleaning and scaling of teeth): Once for each quadrant each 24-month period.</p>				<p>of coverage. The 24-month period only applies to the scaling and root planning-(D4341) deep cleaning. The services rendered are periodontal cleaning and regular cleaning.</p>

Denture Repairs

Confirmation if Denture Repair, Relining, Rebasing, Tissue Conditioning: Limited to those done more than 6 months after the initial insertion. Please provide coverage documentation.

Item # 1-000067

Group: 5879

Division: 1002

Delta Dental Response: *“Reline mandibular partial denture.*

Initial insertion date. was provided by Delta Dental

Benefit is limited to 3 months after insertion.”

Item # 1-000071

Group: 5879

Division: 1002

Delta Dental Response: *“Replace broken tooth. Initial insertion date.”* was provided by Delta Dental.

Item # 1-000073

Group: 5879

Division: 1002

Delta Dental Response: *“Reline complete maxillary denture.”*
“Initial insertion date.” was provided by Delta Dental.

Item # 1-000074

Group: 5879

Division: 1001 & 1003

Delta Dental Response: *“Reline complete maxillary denture. Reline mandibular partial denture.”*
Initial insertion date for UP arch” was provided by Delta Dental.
No insertion date on file for LW arch.”

Item # 1-000081

Group: 5879

Division: 1003

Delta Dental Response: *“Add tooth to existing partial denture. Rebase mandibular partial denture”*
“No insertion date on file for LW arch.”

Delta Dental 02/10/2023 Audit Report Response:

<p>Denture Repairs: Confirmation if Denture Repair, Relining, Rebasing, Tissue Conditioning: Limited to those done more than 6 months after the initial insertion. Please provide coverage documentation.</p>	<p>17-18</p>	<p>1-000067 1-000071 1-000073 1-000074 1-000081</p>	<p>Disagree</p>	<p>Delta Dental disagrees with the auditor findings. The interim dentures claims were processed correctly and aligns with the evidence of coverage and dental policy guidelines. Documentation was provided to TFG Partners</p>
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Preventive & Diagnostic Services

In-Network Preventive and Diagnostic NO DEDUCTIBLE APPLIES.

Item #'s 1-000005, 007, 011 & 014

Group: 5879

Division: 1001

Delta Dental Response: *“Deductible applied regardless of provider network status”*

Delta Dental 02/10/2023 Audit Report Response:

<p>Preventive & Diagnostic Services: In-Network Preventive and Diagnostic NO DEDUCTIBLE APPLIES.</p>	<p>19</p>	<p>1-000004 1-000015 1-000065</p>	<p>Disagree</p>	<p>Delta Dental disagrees with the auditor findings. Claims were processed correctly. Per the evidence deductible applied regardless of provider network status</p>
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Restorative Services

No deductible applies to any In-Network service. Deductible applies to Out of Network for all other services.

Item # 1-000004

Group: 16128

Division: 1011

Delta Dental Response: *“Deductible applied regardless of provider network status.”*

Delta Dental 02/10/2023 Audit Report Response:

Restorative Services: NO deductible applies to any In-Network service. Deductible applies to Out of Network for all other services.	19	1-000005 1-000007 1-000011 1-000014	Disagree	Delta Dental disagrees with the auditor findings. Claims were processed correctly. Per the evidence of coverage Claims were processed correctly. Per the evidence deductible applied regardless of provider network status
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Endodontic Services

No deductible applies to any In-Network service. Deductible applies to Out of Network for all other services.

Item # 1-000015

Group: 16128

Division: 1011

Delta Dental Response: *“Deductible applied regardless of provider network status.”*

Delta Dental 02/10/2023 Audit Report Response:

Endodontic Services: NO deductible applies to any In-Network service. Deductible applies to Out of Network for all other services	20	1-000015	Disagree	Delta Dental disagrees with the auditor findings. Claims were processed correctly. Per the evidence of coverage Claims were processed correctly. Per the evidence deductible
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Periodontic Services

No deductible applies to any In-Network service. Deductible applies to Out of Network for all other services.

Item # 1-000065

Group: 16128

Division: 1011

Delta Dental Response: *“Deductible applied regardless of provider network status.”*

Delta Dental 02/10/2023 Audit Report Response:

Periodontal Services: NO deductible applies to any In-Network service. Deductible applies to Out of Network for all other services	21	1-000064	Disagree	Delta Dental disagrees with the auditor findings. Claims were processed correctly. Per the evidence of coverage Claims were processed correctly. Per the evidence deductible applied regardless of provider network status
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Prosthetic Services

No deductible applies to any In-Network service. Deductible applies to Out of Network for all other services.

Item # 1-000089

Group: 16128

Division: 3013

Delta Dental Response: *“Deductible applied regardless of provider network status.”*

Delta Dental 02/10/2023 Audit Report Response:

Prosthetic Services: NO deductible applies to any In-Network service. Deductible applies to Out of Network for all other services	21	1-000089	Disagree	Delta Dental disagrees with the auditor findings. Claims were processed correctly. Per the evidence of coverage Claims were processed correctly. Per the evidence deductible applied regardless of provider network status
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Oral and Maxillofacial Surgery Services

NO deductible applies to any In-Network service. Deductible applies to Out of Network for all other services.

Item # 1-000063

Group: 16128

Division: 1011

Delta Dental Response: *“Deductible applied regardless of provider network status.”*

Delta Dental 02/10/2023 Audit Report Response:

Oral and Maxillofacial Surgery Services: NO deductible applies to any In-Network service. Deductible applies to Out of Network for all other services	22	1-000063	Disagree	Delta Dental disagrees with the auditor findings. Claims were processed correctly. Per the evidence of coverage Claims were processed correctly. Per the evidence deductible applied regardless of provider network status
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Orthodontic Services

Deductible does not apply to Orthodontic Services In-Network or Out of Network.

Item # 1-000075

Group: 5879

Division: 1001

Delta Dental Response: *“Deductible applied regardless of provider network status.”*

Item # 1-000082

Group: 16128

Division: 1011

Delta Dental Response: *“Deductible applied regardless of provider network status.”*

Delta Dental 02/10/2023 Audit Report Response:

<p>Orthodontic Maximum: The members appear to have exceeded their Orthodontia Lifetime Maximum. Orthodontics is subject to a separate lifetime maximum per Covered Person.</p>	<p>14-15, 23</p>	<p>1-000051 1-000086 1-000088 1-000087 1-000090 1-000075 1-000082</p>	<p>Disagree</p>	<p>Delta Dental disagrees with the auditor findings.</p> <p>Delta Dental processed the claims correctly according to the evidence of coverage. Per limitation#18 Orthodontics at 100% with no maximum after the \$1,880.00 deductible has been satisfied for adult. \$1,880.00 is the lifetime individual deductible not the member's orthodontic lifetime maximum & Orthodontics at 100% with no maximum after the \$1,660.00 deductible has been satisfied for child. \$1,660.00 is the lifetime individual deductible not the member's orthodontic lifetime maximum."</p>
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Adjunctive Services

No deductible applies to any In-Network service. Deductible applies to Out of Network for all other services.

Item # 1-000006

Group: 16128

Division: 3013

Delta Dental Response: *“Deductible applied regardless of provider network status.”*

Delta Dental 02/10/2023 Audit Report Response:

Adjunctive General Services: NO deductible applies to any In-Network service. Deductible applies to Out of Network for all other services	24	1-000006	Disagree	Delta Dental disagrees with the auditor findings. Claims were processed correctly. Per the evidence of coverage Claims were processed correctly. Per the evidence deductible applied regardless of provider network status
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Proposed next step:

- For the Additional Findings categories (Bitewings and Yearly Maximums), a review of the claims to be corrected should be confirmed and any adjustments should be made without negatively affecting the members.
- For any additional claims within the Bitewing and Yearly Maximums, a review of the claims would be necessary to determine if they were processed correctly.
- SJVIA and Delta Dental to decide appropriate next steps.