

| Policy and Procedure | | | |
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| Policy Name: | Provider Dispute Resolution Mechanism | Policy ID: | GA.002.01 |
| Approved By: | Dental Director (signature on file) | Effective Date: | 11/01/2011 |
| States: | All States | Revision Date: | N/A |
| Application: | All Programs | | |

This policy applies for operations under Premier Access Insurance Company and Access Dental Plan. For the purposes of this Policy, Premier Access Insurance Company and Access Dental Plan shall be collectively referred to as "Premier Access".

Purpose

To establish a fast, fair and cost effective dispute resolution mechanism to process and resolve contracted and non-contracted provider disputes.

Policy

Premier Access shall process and resolve contracted and non-contracted provider disputes in a fast, fair and cost effective manner. Provider disputes include any written notices to Premier Access challenging, appealing or requesting reconsideration of a claim that has been denied, adjusted, contested, or seeking resolution of a billing determination or other contract dispute. The dispute could also involve an enrollee or a group of enrollees.

Procedure

Types of Disputes

1. A "Contracted Provider Dispute" means a contracted provider's written notice to Premier Access challenging, appealing, or requesting reconsideration of a claim that has been denied, adjusted, contested, or seeking resolution of a billing determination or other contract dispute containing the following information: the provider's name, provider license number, contact information, and a clear explanation of the basis upon which the provider believes the payment amount, request for additional information, contest, denial or other action is incorrect.

If the dispute is not about a claim, the provider's written notice needs to give a clear explanation of the issue and the provider's position on it.

If the dispute involves an enrollee or group of enrollees, the written notice needs to give the name and identification number of the enrollees, a clear explanation of the disputed item, including the date of service and the provider's position on the issue.

2. A "Non-Contracted Provider Dispute" means a non-contracted provider's written notice to Premier Access challenging, appealing or requesting reconsideration of a claim that has been denied, adjusted or contested, or seeking resolution of a billing determination or other contract dispute containing the following information: the provider's name, provider's license number, contact information, and a clear explanation of the basis upon which the provider believes the payment amount, request for additional information, contest, denial or other action is incorrect.

If the dispute involves an enrollee or group of enrollees, the written notice needs to give the name and identification number of the enrollees, a clear explanation of the disputed item, including the date of service and the provider's position on the issue.

Notice to Providers regarding Dispute Resolution Mechanism

1. Whenever Premier Access contests, adjusts, or denies a claim, Premier Access must inform the provider of the availability of the provider dispute resolution mechanism and the procedures for obtaining forms and instructions for filing a provider dispute, including the mailing address for filing the dispute.

2. All provider disputes must be filed in writing and submitted to:

Premier Access
ATTN: Quality Management Department
8890 Cal Center Drive
Sacramento, CA 95826
Phone: 1-800-270-6743 extension 6013

Submission of Provider Disputes

1. Provider disputes must be submitted utilizing the same number assigned to the original claim, so that Premier Access can track the provider dispute in a manner that allows Premier Access' provider and Department to link the provider dispute with the number assigned to the original claim.
2. Non-Contracted Provider Disputes must be submitted in a manner consistent with the directions for obtaining forms and instructions for filing a provider dispute attached to Premier Access' notice stating that the subject claim has been denied, adjusted, or contested pursuant to the directions for filing Non-Contracted provider Disputes contained on Premier Access' website.
3. Premier Access must resolve any provider dispute submitted on behalf of an enrollee treated by the provider in Premier Access' Consumer Grievance Process and not in Premier Access' Dispute Resolution mechanism.

Time Period of Submission

Contracted and non-contracted provider disputes must be received by Premier Access within 365 days from Premier Access' action that led to the dispute (or the most recent action if there are multiple actions). In the case of Premier Access' inaction, contracted and non-contracted provider disputes must be received by Premier Access within 365 days after the provider's time for contesting or denying a claim has expired. Provider disputes that do not include all required information may be returned to the provider for completion. An amended provider dispute, which includes the missing information, may be submitted to Premier Access within thirty (30) working days of the receipt of the returned provider dispute.

Time Period for Acknowledgement

Premier Access must enter into its Dispute Resolution Mechanism System each provider dispute submission (whether it is complete or not) and must acknowledge the receipt of each provider dispute within 2 working days of the date of receipt of the provider dispute filed electronically or within 15 working days of the date of receipt of a paper provider dispute.

Time Period for Resolution and Written Determination

1. Premier Access must resolve each provider dispute and issue a determination stating the facts and explaining the reasons for its determination within 45 working days after the date of receipt of the provider dispute.
2. Copies of provider disputes and determinations, including all notes, documents, and other information upon which Premier Access relied to reach its decision and all reports and related information must be retained for at least a period of at least 5 years.

Past Due Payments

1. If the provider dispute is determined in whole or in part in favor of the provider, Premier Access must pay any outstanding payments determined to be due together with all interest and penalties required within 5 working days of the issuance of the written determination. Accrual of interest and penalties for the payment of these resolved provider disputes will begin on the day following the expiration of time for reimbursement of the complete claim.
2. Plan ensures that payments of late adjusted claims resulting from provider disputes include interest and penalty, if applicable, in compliance with applicable regulations and rules.

Designation of Plan Officer

1. Premier Access has designated a principal officer, the Quality Management Manager, to be primarily responsible for the maintenance of Premier Access' provider dispute resolution mechanism, for the review of its operations, and for noting any patterns of provider disputes to improve Premier Access' administration and plan-provider relations and patient care. The Quality Management Manager is responsible for preparing on a quarterly basis (quarterly internal report) a written, tabulated record of all provider disputes, categorized by date of receipt, identification of the provider, type of dispute, disposition and working days to get it resolved.
2. Provider disputes shall be monitored regularly by the Quality Management Manager to ensure continued compliance, through claims review, review of resolution letter, and provider dispute logs for accuracy, trends, and timely payment. Quarterly reports will be referred to the QMC for review, corrective action and initiate changes in Policy and Practice as appropriate.
3. In the event of any corrective action determined by QMC, the Quality Management Manager will be responsible for the implementation and follow up finding to the QMC.

No Discrimination

Premier Access shall not discriminate or retaliate against a provider (including cancellation of the provider's contract) because the provider filed a contracted provider dispute or a non-contracted provider dispute.

Dispute Resolution Costs

A provider dispute received will be handled and resolved by Premier Access without any charge to the provider.

Confidentiality

Premier Access' Annual Plan Claims Payment and Dispute Resolution Mechanism will be public information. Premier Access' quarterly disclosures will be public information except for the information related to Premier Access' corrective action strategies, pursuant to Premier Access' written request for it to be treated on a confidential basis.

Review and Enforcement

Premier Access acknowledges that the Department will review Premier Access' dispute resolution mechanism including the records of provider disputes filed with Premier Access and remedial action taken through periodic dental surveys and financial examinations and also through the investigation of complaints that demonstrate unjust payment patterns. Access further understands that failure to comply with these regulations may constitute a basis for disciplinary action against Premier Access.

Compensation of Non-Contracted Providers

The Plan will compensate non-contracted providers who provide approved covered services and/or emergency services to plan enrollees within the required statutory timeframes by either negotiating a discounted amount off the provider's billed charges or by paying the provider's full billed charges, net of applicable enrollee copayments.

References

Title 28, of the California Code of Regulations Section 1300.71.38.

This policy was previously tracked as **GA-02 – Provider Dispute Resolution Mechanism**.

See also related policy: **Policy QM.009.01, Performance Measures**

Revision History

| Date: | Description |
|------------|---|
| 11/01/2011 | Regulatory modifications. Conversion to revised policy and procedure format and naming convention. |
| 01/01/2013 | Annual Review. No recommended changes. |