



Delta Dental of Colorado

Access Plan

PPO Network



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## Introduction

Carrier: Delta Dental of Colorado  
Network: PPO  
Network ID: CON002  
Website: Deltadentalco.com  
Contact: Network Management  
303-889-8677

At Delta Dental of Colorado, we seek to provide our subscribers with access to the best dental care possible at a reasonable cost. The Delta Dental of Colorado PPO network has participating providers in all specialties in nearly every community who share our mission across the state of Colorado: *To improve the oral health of the communities we serve.* The Access Plan set forth below describes the process by which Delta Dental of Colorado (DDCO) ensures that its members have sufficient access to quality care through the provider network.

## Definitions

**General Dentist:** a primary care provider who is skilled in and licensed to practice dentistry for patients in all age groups and is responsible for the diagnosis, treatment, management and overall coordination of services to meet the patient's oral health needs.

**Specialist:** a licensed provider in dentistry who has obtained additional education and/or certification to practice specialized treatment (such as Pediatric, Oral Surgeon, Endodontics, Periodontics and Orthodontics) for patients in all age groups.

**Hygienist:** a licensed dental professional who cleans and examines teeth.

**Essential Community Provider:** a provider who demonstrates a commitment to serve low-income and medically indigent populations that make up a significant portion of the Essential Community Provider patient population or, in the case of a sole community provider, serve the medically indigent patients within its medical capability. It is DDCO's policy to contract with any ECP that meets quality and credentialing standards. Of note, ECPs are included in all of the above categories.

**PPO Provider:** a licensed Colorado provider who has executed the Participating Provider Agreement with DDCO.

## County types:

County Type	Population	Density
<b>Large Metro:</b>	≥1,000,000	≥1,000/sq. mile
	500,000 - 999,999	≥1,500/sq. mile
	Any	≥5,000/sq. mile
<b>Metro</b>	≥1,000,000	10 – 999.9/sq. mile
	500,000 - 999,999	10 – 1,499.9/sq. mile
	200,000 – 499,999	10 – 4,999.9/sq. mile
	50,000 – 199,999	100 – 4,999.9/sq. mile
	10,000 – 49,999	1,000 – 4,999.9/sq. mile
<b>Micro</b>	50,000 – 199,999	10 – 99.9/sq. mile
	10,000 – 49,999	50 – 999.9/sq. mile
<b>Rural:</b>	10,000 – 49,999	10 – 49.9/sq. mile
	<10,000	10 – 4,999.9/sq. mile
<b>CEAC:</b>	Any	<10/sq. mile

## Network Adequacy

### PPO Network Providers

DDCO strives to maintain a comprehensive array of providers within its PPO network sufficient to serve the dental needs of subscribers throughout Colorado. To do so, DDCO regularly and systematically monitors the additions and terminations from the PPO network, along with several other metrics, by which it determines the adequacy of the PPO network to meet its members' dental needs. Such metrics include, but are not limited to, the following:

1. The number of general dentists, registered dental hygienists and specialists in the network; both as a raw number and as compared to the number of members of DDCO's plans;
2. The number of general dentists and specialists within a 15/30/60/75/110 mile radius of subscribers' residences based upon the county within which they reside;
3. The number of counties in which at least one PPO network provider practices.

The DDCO PPO network is one of Colorado's largest PPO dental networks with over 2,000 providers participating statewide. This is nearly 64.4% of Colorado's dental providers. Our network includes, but is not limited to, general dentists, hygienists, and specialists such as oral surgeons, pediatric dentists, endodontists, periodontists and orthodontists.

These providers include specialists sufficient to provide every covered service offered in any DDCO plan, including every procedure mandated under the pediatric dental Essential Health Benefit of the Patient Protection and Affordable Care Act.

The DDCO network currently contracts with the following participating providers:

1,879 general dentists

50 independent registered dental hygienists

502 specialists

DDCO is a member of the national Delta Dental Plan Association, which provides access to PPO providers in all of the participating states for subscribers who live outside of Colorado.

Geographic Type					
Provider type – plan provides access to at least one dental provider for at least 90% of the enrollees	Large Metro	Metro	Micro	Rural	CEAC
	Maximum Road Travel Distance (miles)				
Dentist	15	30	60	75	110

### Delta Dental of Colorado PPO Network Adequacy Standards

Geographic Type					
Provider type – plan provides access to at least one dental provider for at least 90% of the enrollees	Large Metro	Metro	Micro	Rural	CEAC
	Maximum Road Travel Distance (miles)				
Dentist	15	30	60	75	110

DDCO's goal is to provide access to care to the extent such services are relatively available based on location, number and types of dental providers available, cost and quality of care, credentialing requirements, considering usual travel patterns within the community. The above parameters are goals, not a binding standard. DDCO is willing to contract with all licensed dental providers that meet the credentialing and participation requirements identified at [www.deltadentalco.com](http://www.deltadentalco.com) on the provider page. Delta Dental has adopted the access standard of regulation 4-2-57 as minimum standard.

	Large Metro	Metro	Micro	Rural	CEAC
General	100%	99.9%	100%	100%	100%
Pediatric	100%	99.8%	95.5%	90.8%	93.0%
Endodontics	100%	99.7%	37.2%	61.8%	64.7%
Periodontics	99.9%	99.8%	60.4%	69.9%	66.8%
Oral Surgery	100%	99.8%	100.0%	90.3%	94.0%
Orthodontics	100%	99.9%	85.4%	92.1%	98.7%

DDCO meets or exceeds the requirement of at least one dental provider for at least 90% of enrollees in all geographic types. Only 11 out of 64 Colorado counties<sup>1</sup> lack any PPO network providers, and 7 of those counties<sup>2</sup> do not have a single provider who participates in any dental network.

All participating PPO providers have a contract with DDCO that provides financial protection for our subscribers. A provider may not balance bill our subscribers for covered services. They must adhere to the PPO fee schedule set forth by DDCO.

## **Network Monitoring and Corrective Action Processes**

DDCO's Provider Review Committee has established and continually monitors standards to ensure that its members have sufficient access, via PPO network providers, to the dental care that they need.

DDCO monitors several factors in order to ensure compliance with these standards:

- DDCO uses the NetMinder service to evaluate the size and distribution of the network to assess the volume of providers and specialists to deliver care.
- DDCO identifies the ability of its PPO network providers to deliver care to existing and potential groups by analyzing disruption reporting and network adequacy data from Quest Analytics.
- DDPA provides monthly subscriber reports by 3 digit zip code, which allows DDCO to work within its geographic regions and assure members that there are providers available by 3 digit zip.
- DDCO recognizes the new CDT codes for tele dentistry and accepts them in claims submissions, but does not reimburse for this service as it is considered a means to track the communication of evaluation procedures (exams, screenings) and is therefore considered integral to that actual evaluation procedure.

The Provider Review Committee also reviews any legal and regulatory actions taken against PPO network dentists on a monthly basis to ensure that providers have both the education/licensure and legal authority to perform the services for which they are contracted.

The Chief Clinical Officer, along with the guidance of the Provider Review Committee, has developed a process to measure and evaluate the quality of care provided by DDCO participating dentists, including PPO network providers. The Chief Clinical Officer and the Provider Review Committee shall review these standards, or minimum requirements, and monitor compliance at least annually, and often more frequently.

## Corrective Action Process

DDCO meets or exceeds the requirement of at least one dental provider for at least 90% of enrollees in all geographic types. Only 11 out of 64 Colorado counties<sup>3</sup> lack any PPO network providers, and 7 of those counties<sup>4</sup> do not have a single provider who participates in any dental network.

All participating PPO providers have a contract with DDCO that provides financial protection for our subscribers. A provider may not balance bill our subscribers for covered services. They must adhere to the PPO fee schedule set forth by DDCO. If a member does not have coverage within our PPO network, we also have the Premier network, which includes additional providers. However, if a member is unable to locate a participating network within either network, Delta Dental of Colorado will work with the member to locate a provider, and will work with the provider as though they are participating, up to and including reimbursement.

## Procedures for Referral Process

DDCO PPO network providers have access to an up-to-date list of all Delta Dental PPO network providers, which includes the providers' specialties, their location, and their contact information available to them online at [www.deltadentalco.com](http://www.deltadentalco.com). Notably, although referring most DDCO insured patients to fellow PPO network providers will result in the most cost-effective care for their patients, Delta Dental PPO network providers are not prohibited from referring their patients to non-participating providers. Pursuant to their contracts, providers shall not be punished or treated adversely in any way as a result of their referral choices, whether such referrals are to in-network or out-of-network providers. Furthermore, all members have access, via [www.deltadentalco.com](http://www.deltadentalco.com), to a comprehensive list of DDCO participating providers in order to ensure that they fully understand the participating status, specialty and location of any provider to whom they are referred. The online directory is refreshed nightly to maintain the most update information available. Should a member request a printed copy of a provider directory it is disclosed that the printed copy is a snapshot in time.

Any referrals made by PPO network providers must be made in a timely fashion to ensure efficient and effective treatment of acute conditions. In certain circumstances, even in PPO-only and EPO plans, subscribers can access out-of-network services to relieve pain under emergent circumstances. DDCO does not screen nor require referrals made by its PPO network providers as a matter of course. However, where a member or provider solicits pre-authorization of a referral, any approved or pre-authorized referral may not be retrospectively denied absent fraud or abuse by the provider or member.

Members and providers have access to Explanation of Coverage and the Patient Benefit Report respectively at [www.deltadentalco.com](http://www.deltadentalco.com).

Below is a redacted example of a patient benefit report that a provider can access from a secure web portal. This outlines benefits, limitations, frequencies, waiting periods etc.

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<sup>3</sup> BACA, CHEYENNE, CROWLEY, GILPIN, JACKSON, KIOWA, PITKIN, SAN JUAN, SEDGWICK, WASHINGTON AND YUMA

<sup>4</sup> CHEYENNE, CROWLEY, GILPIN, JACKSON, KIOWA, SAN JUAN, and SEDGWICK.



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 Denver, CO 80217-3803  
 (800) 610-0201  
 www.deltadentalco.com  
 Electronic Payor ID #: 84056

This document is provided for your convenience only and is subject to change. Benefits described in this document are subject to Processing Policies and Professional Review and are not a guarantee of payment. You will receive a Notice of Payment in the mail. Specific information regarding EXCLUSIONS, LIMITATIONS and WAITING PERIODS are noted in the subscriber's benefit booklet.

<b>Subscriber:</b>	[REDACTED]	<b>Product/Network:</b>	Delta Dental PPO (PPO Network)
<b>Subscriber ID:</b>	XXXXX3946	<b>Coverage:</b>	Subscriber plus Family
<b>Patient Name:</b>	[REDACTED]	<b>Subscriber/Spouse Ortho:</b>	No
<b>Patient DOB:</b>	05/04/1983		
<b>Relationship:</b>	Subscriber	<b>Coordination of Benefits:</b>	
<b>Group Number:</b>	[REDACTED]		Internal (within same Delta Dental Group): No
<b>Group Name:</b>	[REDACTED]		External (with another Delta Dental group or carrier): Standard

**Original Effective Date:** 01/01/2017  
**Current Benefit Period:** 06/01/2017-05/31/2018  
**Termination Date:**

**For dependent children only:**  
**Dependent Age Limit:** 26  
**Student Age Limit:** 26  
**Orthodontic Age Limit:** \*Orthodontics are not covered.  
 \*Exclusions may apply.

Benefits under Exclusive Panel Option (EPO) plans are payable only when treatment is performed by a Delta Dental PPO dentist. Individuals covered under EPO plans may have a co-payment required for specific dental procedures. Please refer to additional EPO information displayed below, if applicable to your benefit inquiry.

**Benefit Period Deductibles**

Plan Benefit	Type	Required	Met	Remaining
		PPO   Premier   Non Par	PPO   Premier   Non Par	PPO   Premier   Non Par
All Covered Classes Except D&P (and Ortho, if Covered)	Family coverage amount	\$150.00   \$150.00   \$150.00	\$0.00   \$0.00   \$0.00	\$150.00   \$150.00   \$150.00
All Covered Classes Except D&P (and Ortho, if Covered)	Individual coverage amount	\$50.00   \$50.00   \$50.00	\$0.00   \$0.00   \$0.00	\$50.00   \$50.00   \$50.00

In Network = (PPO)      Out of Network = (Premier, Non Par)  
 Accumulation Combined by Status

**Benefit Period Maximums**

Plan Benefit	Type	Available	Used	Remaining
		PPO   Premier   Non Par	PPO   Premier   Non Par	PPO   Premier   Non Par
All Covered Classes (Except Ortho, if Covered)	Individual coverage amount	\$2000.00   \$2000.00   \$2000.00	\$0.00   \$0.00   \$0.00	\$2000.00   \$2000.00   \$2000.00
All Covered Classes Except D&P (and Ortho, if Covered)	Individual coverage amount	\$2000.00   \$2000.00   \$2000.00	\$0.00   \$0.00   \$0.00	\$2000.00   \$2000.00   \$2000.00

In Network = (PPO)      Out of Network = (Premier, Non Par)

### Covered Benefits

Percentages shown are based on your participation in the patient's Product / Network shown above. If you do not participate with Delta Dental in the patient's network, benefits may be reduced or not covered.

Benefit Summary for ██████████ As Of 06/20/2017.

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Benefit	We Pay			Deductible			Waiting Period Satisfied
	PPO	Premier	Non Par	PPO	Premier	Non Par	
Basic Services -Fillings, Endo, Perio, OS - std	80%	80%	80%	Yes	Yes	Yes	Satisfied
Diagnostic & Preventive (With Sealants) - std	100%	80%	80%	No	No	No	Satisfied
Implants - Surgical Placement	50%	50%	50%	Yes	Yes	Yes	Satisfied
Major Services - Crowns, Prostho - std	50%	50%	50%	Yes	Yes	Yes	Satisfied

### Commonly Requested Frequencies and Limitations

The following table includes frequency and age limits for our most commonly requested procedures. Additional limitations may apply to procedures marked with an \*. For information about copay and deductible information for these procedures, access the patient's record on our website ([www.deltadentalco.com](http://www.deltadentalco.com)) and review the Coverage tab.

Procedure	Frequency	Age Limit	Next Available
Oral Evaluations	Allowed 2 in 1 Contract Year	None	06/20/2017
Limited Oral Evaluation (problem focused)	Benefit for D0140 included in frequency limit noted above for Oral Evaluations	None	Refer to Oral Evaluations
Full Mouth or Panoramic X-Rays	Allowed 1 in 60 Months	None	06/20/2017
Bitewing X-Rays	Allowed 1 in 1 Contract Year	None	06/20/2017
Cleanings	Allowed 2 in 1 Contract Year	None	06/20/2017
Fluoride Treatments	Allowed 2 in 1 Contract Year	0-15	N/A
Space Maintainer	Allowed 1 per Lifetime	0-13	N/A
Sealants	Allowed 1 in 36 Months	0-14	N/A
Non-Surgical Periodontal Services	Allowed 1 in 24 Months	None	Quad Specific
Surgical Periodontal Services	Allowed 1 in 36 Months	None	Quad Specific

Enrolled members all have access to a secure portal to review benefits, coverage, limitations, as well as look up participating providers by name, zip, specialty, radius search etc. at [www.deltadentalco.com](http://www.deltadentalco.com).

## Communications

DDCO strives to ensure that both its members and its PPO network providers understand their benefits and responsibilities clearly. Effective communication plays a key role in ensuring that members are comfortable using their dental benefits, and that providers understand the needs of their patients. For that reason, DDCO makes available to its providers several services to ensure that the company, its PPO network providers and its members are communicating effectively.

Each Evidence of Coverage issued by DDCO is written in understandable language that does not exceed the 10<sup>th</sup> grade reading level, as evaluated by the Flesch-Kincaid Grade Level Test. This method provides subscribers with the simplest avenue for understanding the plan services and features available to them. In addition to outlining the dental procedures covered by the plan, each Evidence of Coverage document sets forth for members the plan's grievance procedures, which comply with state insurance regulations, the process for choosing or changing PPO network providers, and the process for acquiring emergency care outside the network if absolutely necessary.

In order to further enhance subscribers' understanding of their benefits, DDCO drafts the Evidence of Coverage document and all of its advertising collateral in both English and Spanish. By doing so, DDCO continually strives to increase the access to care for the rapidly-growing Latino population in Colorado.

In order to facilitate more effective use of dental benefits by additional non-English speakers, DDCO makes available to its providers the use of a foreign language interpreter service called Language Line, the details of which are found here: (<http://deltadentalco.com/uploadedFiles/Dentists/LanguageLineQRG.pdf>). Language Line provides interpretation services in more than 170 languages to facilitate the highest levels of communication between PPO Network providers and their Delta Dental member patients.

Delta Dental of Colorado is also committed to communicating to its members when important events take place with regard to the composition of the PPO Network. Therefore, DDCO will provide an understandable notice, in conspicuous boldface type, at least 45 days prior to any of the following changes:

1. The geographic area covered by the PPO network;
2. The circumstances under which a provider may balance bill the covered person; or
3. The mechanism(s) by which a covered person might access the carrier's reimbursement rates for specific services.

It is important to reiterate that the communication between DDCO and its members is not all one-way. DDCO solicits the feedback of subscribers each month in a subscriber opinion survey

conducted by a responsible and unbiased third party vendor in order to ensure accuracy and to aid in identifying ways to improve its benefits and service.

## **Patients with Special Needs**

DDCO strives to make operations as user-friendly as possible for all of its members. Our offices are ADA-compliant throughout. Furthermore, DDCO customer service lines come equipped with TTY to aid the hearing impaired. DDCO customer service representatives are able to assist members who have physical or mental handicaps to ensure that they have the opportunity to receive care at ADA-compliant PPO network dental offices.

Similarly, DDCO seeks to aid those with special needs through the benefits it provides. Under certain circumstances, additional coverage is available for patients with special needs, such as pregnant women, patients undergoing radiation or other cancer treatment, and individuals born with cleft lip and/or palate. Delta Dental PPO network providers will administer care to these patients as approved by DDCO.

## **Grievance and Appeal Procedures**

The ability to file grievances and appeals from adverse benefits determinations constitutes an important element in an insured's access to care. Without the right to appeal, a member might not be able to avail the benefits to which he or she is rightfully entitled to. DDCO has thorough processes in place for evaluating grievances, complaints and appeals. Such processes are described below in more detail.

### **Quality of Care Grievance**

A quality of care grievance occurs if a member has an issue or concern about the quality of service(s) he or she receives from a provider or facility in the Delta Dental PPO network. In most instances, DDCO refers such quality of care matters to the Colorado State Dental Board for review. DDCO will work to clear up any confusion, settle a member's concerns and make sure appropriate action is taken.

To initiate a quality of care grievance, a member may send a written grievance to the following address:

Delta Dental of Colorado  
Attn: Grievances and Appeals  
P.O Box 172528  
Denver, CO 80217-2528

The appeals department will acknowledge receipt and investigate the member's clinical grievance. The compliance department treats each clinical grievance investigation in a strictly confidential manner.

## Complaint

If a member has an issue or concern regarding DDCO's service or claims processing, he or she may file a complaint either orally or in writing. If the complaint is transmitted orally, a customer service representative will work with the member to resolve the matter. If the member desires to file a written complaint, he or she must send it to:

Delta Dental of Colorado  
P.O Box 172528  
Denver, CO 80217-2528

Upon receiving the complaint, a customer service representative will work to resolve the member's concerns. If the member is not satisfied with the resolution of the member's concern by the customer service representative, the member may file an appeal as explained below.

## First Level Appeal

Members are not required to file a complaint or go through the complaint process prior to filing an appeal. Instead, they may choose to file an appeal without first going through the complaint process.

If DDCO has denied benefits in whole or in part, the member may appeal the adverse benefit determination. An appeal must be in writing and received by DDCO within 180 calendar days after the date on which the member received the adverse benefit determination. All written appeals must be sent to the following address:

Delta Dental of Colorado  
Attn: Appeals  
P.O Box 172528  
Denver, CO 80217-2528

First level appeals will be evaluated by a dentist who shall consult with appropriate clinical peers(s), unless the reviewing dentist is a clinical peer. The dentist and clinical peer(s) shall not have been involved in the initial adverse determination. However, a person previously involved with the denial may answer questions.

In conducting such reviews, the dentist(s) shall take into consideration all documents, comments, records or other information regarding the request without regard to whether the information was submitted or considered in making the initial adverse determination.

If the appeal pertains to the applicability of a contract exclusion (or limitation), the determination shall be made on the basis of whether the contract exclusion applies to the denied benefit.

A member does not have the right to attend a first level review, but is entitled to:

- Submit written comments, documents, records and other material relating to the request for benefits for the reviewer(s) consideration; and
- Receive from DDCO, upon request and free of charge, reasonable access to, and copies of all documents, records, and other information relevant to the member's request for benefits.

For a review of a benefit denial based on contract exclusion, the member must provide evidence from a medical or dental professional that there is a reasonable medical or dental explanation that the exclusion does not apply.

A document, record, or other piece of information is considered relevant if it:

- Was relied upon in making the benefit determination (i.e. processing guidelines, group contract, employee benefit booklets);
- Was submitted, considered or generated in the course of making the adverse determination, whether or not it was relied upon in making the benefit determination;
- Demonstrates that, in making the benefit determination, DDCO consistently applied required administrative procedures and safeguards with respect to the member as other similarly situated members; or
- Constitutes a state of policy or guidance with respect to the group benefit plan concerning the denied service or treatment for the member's diagnosis, without regard to whether the advice or statement was relied upon in making the benefit determination.

### **First Level Appeal Notification Requirements**

DDCO will notify and issue a decision in writing sent either by USPS mail or electronically to the member within 15 days on pre-service requests and within 30 days on post-service requests, from the date the request is initially received by any department at DDCO. This timeframe applies to both prospective and retrospective first level appeals. Furthermore, this timeframe applies without regard to whether or not all of the information necessary to make the determination was submitted with the appeal request.

Members will be advised in writing of all appeal decisions. First level appeal decisions on issues of medical/dental necessity will include:

- the name, title and qualifying credentials of the dentist and clinical peer evaluating the appeal;
- statement of reviewer's understanding of reason for member's request for appeal;
- dentist reviewers' decision in clear terms; and
- reference to evidence or documentation used as the basis for the decision,

First level appeal decisions involving an adverse determination shall also include:

- specific reason(s) for the adverse determination, including the specific plan provisions;
- language of the clinical rationale for the adverse determination;

- a statement that the member has a right to access and receive a copy of any materials (documents, records or other information) relevant to their appeal upon request free of charge; and
- a statement that the member has the right to receive a copy of the rule, guideline, protocol or other similar criterion if the reviewer relied upon a rule, guideline, or protocol in making the adverse determination; the information will be provided upon request free of charge.

If the adverse determination was based on a clinical necessity, experimental, investigational treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for making the determination, applying the terms of the group benefit plan to the member's medical circumstances, or a statement of that explanation will be provided to the member upon request free of charge.

First level appeal decisions involving an adverse determination shall also include the procedures involved to obtain either:

- A voluntary second level review; or
- An independent external review (if the member chooses not to file for a voluntary second level review).

The written procedures to obtain a voluntary second level review will include the right of the member to:

- Request the opportunity to appear in person before a dental reviewer(s) with appropriate expertise who was not previously involved in the appeal, and does not have a direct financial interest in the outcome of the review.
- Receive, upon request, a copy of the materials that DDCO intends to present at the review at least five days prior to the meeting date. DDCO will provide any new material developed after the five-day deadline as soon as practicable.
- Present written documents, comments, records and other material related to the request for benefits for the reviewer(s) to consider when conducting the review both before, and if applicable, at the review meeting;
  - A copy of any materials the member intends to present for review should be provided to DDCO at least five days prior to date of the review meeting.
  - Any new material developed after the five-day deadline should be provided to DDCO as soon as practicable.
- Present his/her case to the reviewer(s).
- If applicable, ask questions of the reviewer(s).
- Be assisted or represented by an individual of the member's choice, including counsel, advocates and/or health care professionals.

DDCO will provide the member, upon request, sufficient information relating to the voluntary second level review to enable the member to make an informed judgment about whether to submit the adverse determination to a voluntary second level review. This information will include a statement that the decision of the member, as to whether or not to submit an adverse determination to a voluntary second level review, will have no effect on

the member's rights to any other benefits under the plan, the process for selecting the decision maker, and the impartiality of the decision maker.

### **Voluntary Second Level Review**

*This section applies to a continued adverse determination at the first level review when this option is selected by the member. Second level appeals are coordinated by the Appeals-Compliance Analyst.*

DDCO has established a voluntary second level appeal process that provides those members who are dissatisfied with the first level review decision the option to select a voluntary second level review. The purpose of the voluntary review process is to give members the opportunity to explain their grievances and to provide any relevant evidence in support of their claims for benefits.

Within 30 days after receipt of notice of the first level review adverse determination, a member may file a written request with DDCO requesting a voluntary second level appeal.

The member, or designated representative, has the right to:

- Appear in person or by teleconference at the review meeting; and
- Identify those providers to whom DDCO shall send a copy of the second level review decision.

DDCO shall not make the member's right to a fair review conditional on the member's appearance at the review meeting.

Voluntary second level appeals will be evaluated by a dentist with the appropriate expertise in relation to the case being presented. The dentist reviewer shall not have been previously involved in the appeal, will not have a direct financial interest in the appeal or the outcome of the review and shall have the legal authority to bind DDCO to the dentist reviewer's decision.

The following procedures will apply to voluntary second level requests:

- DDCO will schedule and hold a review meeting within 60 days of receiving a request from the member for a voluntary second level review.
- DDCO will notify the member in writing at least 20 days in advance of the review date.
- DDCO will not unreasonably deny a request for postponement of the review meeting made by the member.

DDCO's notice to the member of the review date will include:

- The right of the member to present written documents, comments, records and other material related to the request for benefits for the reviewer(s) consideration;
- The right of the member to receive, upon request, a copy of the materials that DDCO intends to present at the review meeting at least five days prior to the date of the

- review meeting. Any new materials developed after the five-day deadline will be provided by DDCO as soon as practicable.
- The responsibility of the member to submit a copy of the materials he/she plans to present at the review meeting to DDCO at least five days prior to the date of the review meeting. Any new materials developed after the five-day deadline will be provided by the member to DDCO as soon as practicable.
  - The responsibility of the member to, within seven days in advance of the review, inform DDCO if he/she intends to have an attorney present to represent their interests. If the member decides to have an attorney present after the seven-day deadline, the member must notify DDCO as soon as practicable.
  - DDCO will include in this notice its intent to have an attorney present at the review meeting to represent the corporation's interests.
  - DDCO will also include in this notice whether or not it intends to make an audio or video recording of the review, unless neither the member nor DDCO wants the recording made. DDCO will further advise that the recording will be made available to the member and, if there is an external review, the audio or video recording will, upon request of either party, be included in the material provided by DDCO to the reviewing entity.

DDCO will not discourage a member from requesting a face-to-face review meeting. When a member requests the opportunity to appear in person, the review meeting will be held during regular business hours at a location reasonably accessible to the member, including accommodations for disabilities. In cases where a face-to-face meeting is not practical for geographic reasons, DDCO will offer the member the opportunity to communicate, at DDCO's expense, by teleconference.

In conducting the review, the dentist(s) shall take into consideration all documents, comments, records and other information regarding the request for benefits, without regard to whether the information was submitted or considered in reaching the first level decision. If the appeal is regarding the applicability of a contract exclusion, the determination will be made on the basis of whether the contract exclusion applies to the denied benefit.

### **Second Level Appeal Notification Requirements**

DDCO will issue a written decision to the member within seven days of completing the review meeting. This timeframe applies without regard to whether or not all of the information necessary to make the determination accompanied the filing.

Members will be advised in writing of all second level appeal decisions and will include:

- the name, title and qualifying credentials of the dentist and clinical peer evaluating the appeal;
- statement of reviewer's understanding of reason for member's request for appeal;
- dentist reviewers' decision in clear terms; and
- reference to evidence or documentation used as the basis for the decision.

Voluntary second level appeal decisions involving an adverse determination shall also include:

- specific reason(s) for the adverse determination, including the specific plan provisions;
- language of the clinical rationale for the adverse determination;
- a statement that they have a right to access and receive a copy of any materials (documents, records or other information) relevant to their appeal upon request free of charge;
- a statement that they have the right to receive a copy of the rule, guideline, protocol or other similar criterion if the reviewer relied upon a rule, guideline, or protocol in making the adverse determination; the information will be provided upon request free of charge.

If the adverse determination was based on a clinical necessity, experimental, investigational treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for making the determination, applying the terms of the group benefit plan to the member's medical circumstances, or a statement that an explanation will be provided to the member upon request free of charge.

## **Coordination and Continuity of Care**

When a member is covered under two separate insurance policies for the same procedure or procedures, DDCO and its PPO network providers coordinate benefits provided under group plans in accordance with Colorado law as set forth in Colorado Division of Insurance Regulation 4-6-2 and C.R.S. § 10-16-704.

When members activate or terminate dental coverage with DDCO, they may have to change providers. In certain circumstances, DDCO provides coverage for continuing care that was in progress before a new member's effective date with DDCO. Benefits may also be allowed if the PPO network experiences significant disruption due to provider contract terminations.

When members switch coverage between one DDCO PPO network provider and another, DDCO makes clear in every instance which provider is permitted to bill a patient for services. DDCO PPO network providers are aware of the dates upon which they are permitted to bill for services, and the amounts they are permitted to collect from DDCO and/or the patient for services not completed. The clarity DDCO provides related to these transitional situations leads to greater access to affordable dental care by not subjecting the member to uncertainty or even double payment that might arise with other carriers.

When benefits end while a member still needs care, DDCO ensures that the member receives an Explanation of Benefits indicating that his or her benefits have been exhausted. As long as the member remains eligible and his/her plan remains in place, DDCO continues to enforce terms of its PPO schedule of allowances upon PPO dentists who have contracted with DDCO in Colorado. By doing so, DDCO ensures that its members who receive services from Colorado PPO dentists receive the beneficial pricing that comes with having a DDCO insurance plan. DDCO members also have access to Patient Benefit Reports, either through DDCO's website at [www.deltadentalco.com](http://www.deltadentalco.com) or through its automated telephone system. These reports allow

members to be aware of the benefits still remaining on his or her plan when changing dentists. DDCO customer service representatives are also able to educate the member about alternatives for continuing care and, as appropriate, how to obtain care after benefits have ended or been exhausted.

The participating provider agreements signed by DDCO PPO network providers make it clear that, in the event of insolvency of DDCO, PPO network providers are not permitted to bill the member for the balance of any bill that is the responsibility of DDCO.

When a participating provider terminates from the network, members are notified via mail within 45 days prior to the date of termination. The participating provider agreements require either party to provide 60 day notice to the other party, and also require Delta Dental of Colorado and the Dentist to allow the covered persons to continue receiving care, which will be covered by Delta Dental of Colorado pursuant to the covered person's contract for 60 days from the date a participating Dentist is terminated by Delta Dental of Colorado without cause when proper notice has not been provided to the covered persons.