Canadian Dental Care Plan (CDCP) Claims Processing and Payment Agreement

The Canadian Dental Care Plan (CDCP) aims to help cover costs of various oral health care services and reduce financial barriers to accessing care for eligible Canadian residents who do not have access to dental coverage.

You, as an oral health provider, play a vital role in delivering oral health care. The CDCP is allowing more Canadian residents to benefit from your care.

If you are a dentist, dental specialist, denturist, or independent dental hygienist who is licenced and in good standing with the provincial or territorial regulatory body in the jurisdiction in which you practice, you may choose to participate in the CDCP.

CDCP Claims Processing and Payment Terms

Validating CDCP clients

The CDCP wishes to avoid any confusion about who is eligible for services in order to avoid placing any undue financial hardship on patients you are seeing. You need to make reasonable efforts to validate an identity of a person eligible for CDCP services ('CDCP client' – your CDCP patient) through your existing patient intake process, prior to providing care.

Confirming eligible services under the CDCP

You need to inform CDCP clients which of your recommended services will and will not be covered by the CDCP before they agree to receive care.

You are strongly encouraged to bill the fees set out in the CDCP Dental Benefit Grids to reduce financial barriers for CDCP clients. However, balance billing up to usual and customary fees will not be prohibited. Where you do not bill in accordance with the CDCP fees, CDCP clients will be responsible for the portion of your fees not covered by the CDCP. CDCP clients need to be informed about any fees that will not be covered by the CDCP before they receive care.

- You should be familiar with the <u>CDCP Dental Benefits Guide</u> and <u>CDCP Dental Benefit Grids</u>.
- To make this validation easier, the CDCP Benefit Administrator (Sun Life) can validate eligibility of services for you through Electronic Data Interchange (EDI), the CDCP oral health provider portal (Sun Life Direct) or its contact centre.
- Claims will be paid according to the CDCP Dental Benefit Grids for the province or territory where you provide the services. Service Level Standards for payment will be published; CDCP will pay claims quickly (i.e., within days).

Agreeing to direct payment by direct deposit or cheque

We know that out-of-pocket costs for oral health care prevent many Canadian residents from seeking oral health care. Even with CDCP coverage, if CDCP clients need to pay costs upfront they may not seek needed care, perpetuating existing inequities. To limit out-of-pocket costs for CDCP clients, by entering into this agreement, you are agreeing to direct payment by direct deposit or cheque from Sun Life to the oral health provider for the services covered under the CDCP (minus any co-payment or other remaining fees the CDCP client is responsible for paying themselves).

Providing information required for claims verification

As a Government of Canada publicly-financed plan, the CDCP is required to have processes and procedures in place to verify the expenditure of taxpayer funds. These procedures are in line with dental benefit industry standards and allow for accountability to Canadians. All claims submitted under the CDCP will be subject to verification. Upon request, you will need to provide information related to the claims you submit to the CDCP.

- The claims submission process was developed to align with industry standard procedures. Tools and information to support participating oral health providers in the submission of claims will be posted on Sun Life Direct and will be available off-line upon request.
- If you don't agree with the final result of a verification decision, you can appeal the decision to Health Canada.

Statement of Agreement

You wish to participate in the CDCP and agree to the CDCP Claims Processing and Payment Terms; understanding that these terms will be updated from time to time. You will be informed of any changes.
You understand that you or Health Canada can choose to end your participation at any time. You can terminate this agreement by informing Sun Life.
The claims that you submit, whether electronically or on paper, to Sun Life for payment will constitute an accurate account of the services that you provided and the charges submitted are in accordance with the CDCP Claims Processing and Payment Terms. Sun Life will only process claims submitted by EDI until November 2024. Starting in November, Sun Life will process both EDI and paper claims.
You will provide any information and documentation related to the claims you submit to the CDCP upon request of Sun Life as part of the Claims Verification Program (Annex A provides the Claim Verification Program).
Sun Life and/or Health Canada will not be held liable to you or any third party for any claims, fees, costs, expenses, or any other actions or damages arising out of the provision of the services submitted for payment to the CDCP.

□ You understand that any information you provide will be used by Sun Life on behalf of Health Canada for CDCP purposes only. This information is collected under the authority of the Government of Canada's <u>Department of Health Act</u> and will be handled in accordance with the <u>Privacy Act</u>. All personal information collected from the CDCP client is confidential and will not be used or disclosed other than for the purposes of administering the CDCP, without the CDCP client's consent, unless in accordance with the applicable privacy legislation. You agree to observe and comply with the requirements of all applicable privacy legislation, dental regulatory body requirements and amendments thereto with respect to any such personal information in your possession.

Annex A: Claims Verification Program

The Claims Verification Program that is administered by the CDCP Benefit Administrator (Sun Life) is intended to confirm that claims are submitted in accordance with the CDCP Claims Processing and Payment Agreement. It is performed through risk-based methodologies and will be considered on a pre- and post- verification basis. It is not designed to be biased towards oral health providers who have more patients or submit more claims. The process will be reviewed regularly to verify that it is fair and objective. Additional information on the process to support the Program including appeal process can be found at www.sunlife.ca/CDCP.

As part of the Claims Verification Program the following actions will be taken:

- 1. Detect administrative claim submission errors to reduce potential ongoing administrative burden on oral health providers.
- 2. Detect inaccurate claims and recover overpayments.
- Confirm oral health providers have retained the appropriate supporting documentation as required by their provincial/territorial regulatory bodies and the CDCP.
- 4. Ensure claimed treatments or services were received by CDCP clients.
- 5. Validate oral health providers are in good standing with their regulatory bodies.

Oral Health Provider Responsibilities

As part of participation in the CDCP, the oral health provider agrees to co-operate with Sun Life in claims verification activities. Additional documentation or CDCP client records (Client consent is obtained as part of member enrolment in the CDCP for CDCP purposes) may be asked to support a claimed expense. Documentation would support such information such as treatment/services provided, to which patient, and charged fees, consistent with industry standards. The oral health provider is required to provide the requested documentation within twenty-one (21) calendar days from the time of the initial request. The following are **examples** of documentation that could be requested:

- CDCP client chart/records
- CDCP client radiographs / photographs

- Daily appointment records / Evidence of financial transactions
- Laboratory invoices / receipts
- Evidence of additional coverage (e.g., coordination of benefits)

An oral health provider is required to retain CDCP claims documentation for a minimum of two (2) years following the claim's submission date. In the absence of supporting documentation from the oral health provider, a verification decision will be made.

Verification findings could lead to correction in payments, either through the CDCP Benefits Administrator providing you with additional payment or by recovering funds. Any overpayment is considered a debt due to the Crown and may be recovered, including offset against future eligible claims. Sun Life will not pursue recoveries with the oral health provider if the overpayment is a result of an error or omission from a CDCP client, or a deception from an individual misrepresenting themselves as a CDCP client.

Verifications findings will be shared with the oral health provider. Oral health providers will have one (1) year from the date of a claim verification decision to appeal decisions made as part of the claims verification process. If an oral health provider does not agree with the result of their appeal, it can be escalated with Health Canada for review.

Daily Claims Verification

Sun Life will review claims submitted by oral health providers on the next business day from the claim submission date. Sun Life may temporarily hold or delay payment pending the verification of the claim.

Client Confirmation

Sun Life will send a confirmation letter to a CDCP client to verify the submitted services were received by them. This verification will be performed on a post-payment basis and will not impact the payment schedule for providers.

If the CDCP client is unable to validate the services, Sun Life will contact the oral health provider to request supporting documentation as referred to above.

Desk Claims Verification

The Desk Claims Verification is a review and assessment of a defined sample of claims to ensure compliance with the CDCP Claims Processing and Payment Terms. Oral health providers are asked to supply all requested supporting documentation and the validation of the CDCP client's records. Sun Life will select a small sample of claims to be verified and only expand the sample if additional concerns arise.

Escalated Verification (On-site)

If verifications conducted are insufficient to verify compliance with the CDCP Claim Payment and Processing Agreement, oral health providers agree that Sun Life, at Health Canada's request, may conduct an on-site verification. This will be done with advance notice and is solely to determine compliance with the CDCP Claims Processing and Payment Agreement. On-site verifications will only be conducted after consultation with provincial and territorial regulatory bodies. This consultation will be done prior to any on-site verification. On-site verification is one of a number of steps that could be followed. On-site verifications will only be completed at the request of Health Canada, who will define the scope of the verifications. In some provincial and territorial regulatory bodies this could be in the form of a formal complaint to be investigated by provincial and territorial regulatory bodies.