

DELTA DENTAL PPOSM PARTICIPATION APPLICATION AND AGREEMENT

Delta Dental Provider Records, PO Box 30416, Lansing, MI 48909-7916

Phone (800) 656-6495

I hereby apply to Delta Dental of North Carolina (a non-profit dental service corporation, hereinafter referred to as DDNC) to become a **PPO Participating Dentist** in the **Delta Dental PPO network**. In consideration of this participation, I represent and agree as follows:

1. I, _____, am duly licensed to practice dentistry or oral surgery in the state of North Carolina having been issued License No. _____. I further represent that my license is in good standing, and that no disciplinary proceedings are pending against me.
2. Any dental service I render to the Plan's eligible **Subscribers** shall be in accordance with applicable laws and the **Delta Dental PPO** program as adopted and amended from time to time by DDNC, including Delta Dental processing policies. Further, I shall render dental services without regard to race, color, ancestry, national origin, gender, age, religion, marital status, health status, disability, handicap, place of residence, or health insurance coverage or source of payment.
3. DDNC herein agrees to pay me for each commonly performed procedure performed by me to an eligible DDNC **Subscriber** in accordance herewith and covered by such subscriber's agreement with DDNC an amount equal to the **Maximum Plan Allowance** as established by DDNC and incorporated by reference herein, which fees may be amended from time to time by DDNC in its sole discretion.
4. I understand that acceptance and continued participation in the **Delta Dental PPO network** is subject to utilization review criteria as established by DDNC.
5. In providing or rendering dental services under this agreement ("**Agreement**"), I, or any person acting under my direction and control, shall be an independent contractor and not an agent or employee of DDNC. I agree that none of the provisions of this **Agreement** are intended to create any employee-employer relationship and that all professional decisions, judgments, treatments, diagnoses and other professional services delivered under this **Agreement** are acts independent of DDNC and that DDNC shall not be responsible for any such acts. DDNC shall not be liable for any wrongful acts, and I agree to indemnify and hold DDNC harmless from any liability therefor.
6. This Agreement is non-exclusive. DDNC may enter into similar agreements with other Participating Dentists, and I may enter into similar agreements with other parties.
7. This **Agreement** will continue in force in perpetuity. However, it may be terminated by either party by not less than thirty (30) days written notice to the other party unless immediate termination is otherwise permitted by Participating Provider Uniform Requirements.
8. I shall keep records as are necessary to fully disclose the extent of the services provided to **Subscribers** in the **Delta Dental PPO network**, and I will furnish DDNC with all information regarding services rendered as may from time to time be requested.

9. DDNC will review its fee schedule annually to determine if any adjustment is appropriate.
10. I agree to continuously meet all licensure, accreditation and credentialing requirements as set forth by DDNC and to notify DDNC of any changes at any time.
11. I understand that I must be an active member in the Delta Dental Premier network to become a member of the **Delta Dental PPO** network.
12. In addition to this **Agreement**, I will be bound by the duly authorized Participating Dentist Uniform Requirements as amended from time to time by DDNC, in its sole discretion and together this Agreement and the Participating Dentist Uniform Requirements shall constitute the entire understanding and agreement between the parties with respect to the subject matter hereof. All preexisting agreements between the parties respecting the subject matter hereof, including the Delta Preferred Option, are superseded. Any representation, promise, or condition in connection with this **Agreement** shall not affect, nor is it affected by, any other agreement between Participating Dentist and DDNC for the provision of dental services under arrangements other than this **Agreement** or the Delta Dental Premier Network. I acknowledge that my current membership and participation in Delta Dental Premier is required.
13. I shall not assign, delegate, or transfer my duties or obligations under this **Agreement**, in whole or in part. DDNC may assign, delegate or transfer its rights and obligations under this **Agreement** to an affiliated entity upon prior written notice to me, with or without my consent.
14. This **Agreement** shall be governed by and construed according to the laws of the State of North Carolina without regard to conflicts or choice of law principles. If any provision of this Agreement or the Participating Dentist Uniform Requirements is or becomes contrary to law, it shall be inoperative, but the remainder of this Agreement and the Participating Dentist Uniform Requirements shall remain in full force and effect.
15. This **Agreement** may be amended by DDNC at any time upon written notice to me. If I fail to object to such an amendment within sixty (60) days of receiving notice of the amendment, the amendment will be deemed approved. Date of receipt of any notice hereunder shall be calculated as the date five (5) business days following the date any notice of amendment is placed in first class, United States mail, postage pre-paid.

IN WITNESS THEREOF, the undersigned has individually executed (in the case of any individual provider) this **Agreement** as of the date written below. The below shall serve as the name and address of the person to whom all correspondence to **Participating Dentist** under this **Agreement** shall be sent.

PARTICIPATING DENTIST

DELTA DENTAL OF NORTH CAROLINA



Legal Name of Participating Dentist

Curtis R. Ladig, CPA
President and Chief Executive Officer

Social Security/Tax-ID Number

Mailing Address

City, State and Zip Code

County

Signature

Date

**MEDICARE ADVANTAGE REGULATORY AMENDMENT OF THE UNIFORM REQUIREMENTS
FOR PARTICIPATION IN DELTA DENTAL'S PPO AND PREMIER NETWORKS**

Dentist agrees that in addition to the terms and conditions set forth in Delta Dental of North Carolina's Uniform Requirements, Dentist will comply with the following regulatory requirements for any Enrollees that are covered under a Delta Dental Medicare Advantage dental plan. Please note, as identified below some additional regulatory requirements may only apply to certain types of dental plans.

1. Dentist agrees to comply with all applicable Medicare Advantage program and/or contractual requirements, laws, regulations or instructions, the Medicare Advantage Provider Manual and any other applicable state and federal laws and regulations, as may be amended from time to time, including, without limitation: (1) applicable provisions of federal criminal law, (2) the False Claims Act (31 U.S.C 3729, et. seq.), (3) the anti-kickback statute (section 1128B(b) of the Social Security Act), (4) the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") administrative simplification rules at 45 CFR parts 160, 162, and 164; (5) Title VI of the Civil Rights Act of 1964, (6) the Age Discrimination Act of 1975, (7) the Americans with Disabilities Act, (8) the Rehabilitation Act of 1973; and (9) Section 1557 of the Affordable Care Act; and (10) any reporting requirements to Centers for Medicare and Medicaid Services ("CMS") under 42 C.F.R. § 422.310, to the extent applicable. [42 C.F.R. § 422.504 (i)(4)(v)]
2. Dentist acknowledges that Delta Dental has delegated to Dentist responsibility to provide the services set forth in Delta Dental's Uniform Requirements. Dentist agrees that he/she may only delegate such responsibilities to another entity in a manner consistent with the standards set forth under 42 CFR §422.504(i). Dentist acknowledges that Delta Dental, its health partners and/or CMS have the responsibility of monitoring the parties' obligations under this Amendment. Both parties acknowledge that if any of the entities listed above determine that either Delta Dental or Dentist are not in compliance with any of the delegated duties under this Amendment, then this Amendment may be terminated in whole or in part to ensure compliance with all applicable laws. [42 C.F.R. § 422.504 (i)(4) and (5)]
3. Delta Dental will make available to, and Dentist agrees to comply with, any applicable policies and procedures relating to its Medicare program, as well as Delta Dental's Compliance Plan and Cultural Competency Program, located at <http://bit.ly/CLAS-Training>. In addition, Dentist agrees to complete on an annual basis Delta Dental's Fraud, Waste and Abuse & Compliance Training (located at <http://bit.ly/FWA-Training>), as well as any other training that may be required. Dentist agrees to report any actual or suspected compliance concerns or fraud, waste and abuse to Delta Dental.
4. Dentist will comply with the confidentiality and Enrollee record accuracy requirements, including: (1) abiding by all federal and state laws regarding confidentiality and disclosure of medical records, or other health and enrollment information, (2) ensuring that medical information is released only in accordance with applicable federal or state law, or pursuant to court orders or subpoenas, (3) maintaining the records and information in an accurate and timely manner, and (4) ensuring timely access by Enrollees to the records and information that pertain to them. Dentist will safeguard Enrollee's privacy and confidentiality and ensure the accuracy of Enrollee's health records. Provider further agrees to safeguard the privacy of any information that identifies a particular Enrollee and have procedures that specify: (i) for what purposes the information will be used within the Dentist's organization; and (ii) to whom and for what purposes it will disclose the information outside the Dentist's organization. [42 C.F.R. §§ 422.504(a)(13), 422.504(l)(3), and 422.118]
5. **Dentist agrees to maintain complete and accurate records, books, documents and papers ("Records") of treatment and charges according to the applicable standards of the dental profession. Dentist agrees to maintain these records for a period of at least 10 years from the last date of treatment. Upon request by Delta Dental, Delta Dental's health partners, CMS, HHS, the Comptroller General, or their designees, Dentist shall provide timely access to these Records. Dentist understands that by participating in this network, these entities or individuals have the right to audit, evaluate, and inspect their books, contracts, computer or other electronic systems, including medical records and documentation. Dentist agrees to fully cooperate with any such audits or document requests. [42 C.F.R. §§ 422.504(i)(2)(i) and (ii)].**

6. Dentist agrees to provide Delta Dental with all information and data necessary for Delta Dental to meet its reporting requirements under any applicable Medicare Advantage program, including any reports on complaints or grievances. Dentist shall certify the accuracy, completeness, and truthfulness of all information submitted to Delta Dental.
7. Should Delta Dental become insolvent or discontinue operations, or should Dentist's Agreement be terminated (except for instances where Delta Dental has terminated this Agreement for cause), Dentist agrees to continue to provide covered services to Enrollees to complete dental procedures that were already commenced but not finished prior to the insolvency, discontinuance of operations or termination of the Agreement. Delta Dental shall reimburse Dentist for all services rendered pursuant to this section at the rate specified in the applicable Agreement and Dentist shall accept such payment, together with any authorized coinsurance, deductible, or co-payment, as payment in full.
8. Dentist agrees to schedule Enrollees and provide dental treatment according to the applicable standards of the dental profession. The services provided to Enrollees shall be determined solely by professional standards of care and shall be made without regard to the Enrollee's eligibility for dental benefits. Dentist shall not discriminate or differentiate in the treatment of, charges to, or the quality of service to any Enrollees because of race, gender, gender identity, color, age, sexual orientation, religion, national origin, ancestry, disability, handicap, place of residence, health status, or source of payment. Dentist agrees to not impose any limitations on the acceptance of treatment of Enrollees not imposed on other patients. Dentist shall contact Delta Dental if an Enrollee requests or requires interpretive services and such services shall be arranged by Delta Dental at no cost to the Enrollee or Dentist.
9. Dentist agrees to verify Enrollee's eligibility to receive covered services on the day of treatment and shall be responsible for informing Enrollees of potential risks and/or benefits of recommended treatment and available alternatives prior to rendering such services. **In addition, prior to rendering any non-covered services to any Medicare Advantage Enrollee, Dentist shall be required to inform the Enrollee of the cost for non-covered services and obtain a signed private pay form from the Enrollee.** In the event Dentist does not obtain a signed private pay form from the Enrollee prior to providing any non-covered services, Dentist shall not charge Enrollee for the non-covered services performed. Please note, the private pay form must be signed by the Enrollee on the day the non-covered services are performed. When a private pay form is used in accordance with this section, Dentist agrees to charge patient the applicable allowed fee for any non-covered services, unless prohibited by applicable state or federal law.
10. Dentist agrees that in no event (including but not limited to nonpayment by Delta Dental, insolvency by Delta Dental, or breach of this Agreement), shall the Dentist bill, charge, collect a deposit from, seek payment or reimbursement from, or have any recourse against an Enrollee, or person acting on behalf of the Enrollee, for covered services provided pursuant to this Agreement. This does not prohibit the Dentist from collecting co-insurance, deductibles, or copayments as specifically provided for in the Enrollee's Dental Benefits Handbook. Further, Dentist shall not hold an enrollee liable for any payment or fees that are the legal obligation of Delta Dental. [42 C.F.R. §§ 422.504(i)(3)(i) and 422.504(g)(1)(i)]
11. **Dentist agrees that he or she is qualified to participate in the Medicare programs that Dentist is treating patients under and will provide services in accordance with applicable Medicare laws. Dentist certifies that he or she has not opted-out of the Medicare Part D Program and is not on the CMS Preclusion List. Further, Dentist agrees that he or she does not have any state or federal sanctions pending against him or her. In the event Dentist violates any provisions contained within this section, Delta Dental will terminate this Amendment immediately. The termination shall be effective as of the date of such occurrence. Any payments made to Dentist for covered services under this Amendment provided after the effective date of the termination shall be promptly returned to Delta Dental.**
12. Dentist shall submit a license number and Type 1 NPI on all claim forms.

13. Dentist shall abide by the prohibition on payments for provider-preventable conditions, as set forth in the Medicare Advantage Dentist Manual and federal regulation at 42 C.F.R. § 447.26.¹
14. If Dentist treats an Enrollee in a hospital, he/she agrees to maintain clinical privileges in good standing at the hospital designated as the admitting facility and as the site of delivery for dental care performed by Dentist.
15. Delta Dental agrees to provide prompt and accurate claims processing in accordance with all applicable prompt payment laws. [42 C.F.R. §§ 422.520(b)(1) and (2)]
16. Delta Dental shall defend, indemnify, and hold harmless Dentist from any claims, losses, damages, costs, expenses or liabilities arising out of or related to Delta Dental's breach of Agreement or violation of any applicable state or federal law. Dentist shall defend, indemnify, and hold harmless Delta Dental, its employees, officers, directors, or agents, from any claims, losses, damages, costs, expenses or liabilities arising out of or related to Dentist's breach of this Agreement or violation of any applicable state or federal law. A party seeking indemnification shall (i) promptly notify the indemnifying party in writing of the claim, suit or proceeding for which indemnification is sought; (ii) permit the indemnifying party to control the defense or settlement of the claim, suit or proceeding; (iii) reasonably cooperate with the indemnifying party (at the indemnifying party's expense); and (iv) have the right to provide for its separate defense at its own expense. In no event, shall the indemnifying party settle a claim, suit or proceeding without first obtaining the written consent of the other party. Any release obtained as a result of settlement must contain a release of all claims against the non-indemnifying party as well as its officers, directors and employees.
17. **The Dentist Agreement may be terminated by Delta Dental or Dentist with cause upon ten (10) days written notice or without cause, upon sixty (60) days written notice.**
18. Delta Dental may unilaterally amend this Amendment, and or its policies and procedures at any time to comply with changes in laws or regulations applicable to this Amendment and the services provided by Dentist for Enrollees. Delta Dental will use its best efforts to provide written or electronic notice to Dentist at least forty-five (45) days in advance of the effective date of the change unless a shorter time frame is required under applicable state or federal law. Unless otherwise required by federal or state regulatory authorities, the signature of Dentist will not be required for any such amendment.
19. If the event any provision of this Amendment conflicts with Dentist's PPO, Premier, or Uniform Requirements, as applicable, this Amendment shall control.

¹ Under existing law, examples of a provider preventable condition are the wrong surgical or other invasive procedure performed on a patient, surgical or other invasive procedure performed on the wrong body part, surgical or other invasive procedure performed on the wrong patient, and unintended retention of a foreign object.



OPT-OUT NOTIFICATION FORM
Regulatory Amendment for Medicare Advantage

I have read the enclosed letter and choose to opt-out of the amendment to my Delta Dental PPO Participation Agreement for Medicare Advantage programs. My signature below serves as my notification to opt-out.

Print Name

Signature

Date

NC License Number

INSTRUCTIONS:

1. Print, sign and date as verification of your notification; please note that without your signature and the date, we cannot process your opt out request.
2. Return your notification form to Delta Dental in one of these ways:
 - a. Email to: NCProviderRequests@deltadentalinc.com
 - b. Fax to: 1.877.418.6880