



Delta Dental of North Carolina

# **PARTICIPATING DENTIST UNIFORM REQUIREMENTS**

**DELTA DENTAL OF NORTH CAROLINA**  
**Participating Dental Provider Uniform Requirements**

**Scope:** These Uniform Requirements (“URs”) and Delta Dental of North Carolina’s (“Delta Dental”) processing policies apply to the **Delta Dental Premier** network (local and national) and **Delta Dental PPO network** (local and national), and govern the obligations of Delta Dental and Participating Dentists.

**Purpose:** These URs supplement the **Participation Agreements** that dental providers enter into with Delta Dental and set forth additional terms applicable to network **Participation Agreements**.

**SECTION 1: DEFINITIONS** (Note: Defined terms are in bold print wherever they appear in this document.)

- A. **Abuse:** An intentional pattern of conduct or utilization that is inconsistent with sound, ethical dental, business or fiscal practices and which could directly or indirectly result in unnecessary costs, utilization and/or payments by Delta Dental.
- B. **Compliance: Participating Dentists** actions in accordance with the terms of their **Participation Agreement(s)**.
- C. **Copay/Co-payment:** A **Subscriber’s** defined contribution to the total treatment cost after the benefit has been paid. Co-payments may be in the form of a percentage or a fixed dollar amount for the **Subscriber**.
- D. **Deductible:** The amount of dental expense for which the **Subscriber** is responsible before a third party will assume any liability for payment of benefits. Deductible may be an annual or one-time charge and may vary in amount from program to program.
- E. **Delta Dental Premier:** A network of **Participating Dentists** who sign and have an active **Delta Dental Premier Participation Agreement** and that services members in the **Delta Dental PPO** and **Delta Dental Premier** dental plans. **Delta Dental Premier** requires a separate agreement between **Delta Dental** and the **Dentist**. The agreement states that participating **Delta Dental Premier Dentists** will accept payments based on Delta Dental’s standard **Maximum Plan Allowance**.
- F. **Delta Dental PPO:** A network of **Participating Dentists** who sign and have an active **Delta Dental PPO Participation Agreement** and that services members in the **Delta Dental PPO** dental plans. **Delta Dental PPO** requires a separate agreement between Delta Dental and the **Dentist**. The agreement states that participating **Delta Dental PPO Dentists** will accept payments based on the **Delta Dental PPO Maximum Plan Allowance** rather than **Delta Dental’s** standard **Maximum Plan Allowance**.

- G. **Delta Dental PPO Maximum Plan Allowance:** The highest fee amount Delta Dental approves for completed dental services provided by a **PPO Participating Dentist** to a **Subscriber**. The **Delta Dental PPO Maximum Plan Allowance** is the lesser of: (1) PPO Participating Dentist's submitted fee or (2) the maximum fee that Delta Dental approves for a given procedure in a given region and/or specialty under normal circumstances, based upon applicable **Participating Dentist** schedules and internal procedures. All allowable charges are determined prior to the calculation of any patient co-payments and deductibles as specified in the **Subscriber's** Delta Dental program.
- H. **Dentist:** A doctor of dental surgery (D.D.S.) or doctor of medical dentistry (D.M.D.) legally authorized to provide dental services in the state in which the **Dentist** practices and who is able to provide dental care services within their scope of practice. **Dentist** also includes a physician licensed to practice medicine in the state in which the **Dentist** practices and who is able to provide dental care services within their scope of practice.
- I. **Explanation of Benefits ("EOB"):** The Delta Dental prepared document issued to the **Subscribers** and a **Participating Dentist** upon adjudication of the claim submitted for complete dental services provided to a **Subscriber**.
- J. **Fraud:** The intent to deceive or the knowing misrepresentation of a cost or service to obtain or attempt to obtain the payment of dental benefits by Delta Dental. The act of presenting or causing to be presented to Delta Dental or preparing with knowledge or belief that it will be so presented, a written or oral statement, including a computer-generated document, an electronic claim filing, or other electronic transmission, that contains materially false or misleading information, or a material and misleading omission, concerning a claim for payment, reimbursement, or benefits payable under a Delta Dental contract.
- K. **HIPDB:** The Federal Government's Healthcare Integrity and Protection Data Bank.
- L. **Immediate Termination (see also Termination at item Z, below):** The ending of a **Participating Dentist's Participation Agreement** upon verification by Delta Dental of the loss (including forfeiture, surrender, revocation, or failure to renew) or suspension of the **Participating Dentist's** license to practice.
- M. **Maximum Plan Allowance:** The highest fee amount Delta Dental approves for completed dental services provided by a **Premier Participating Dentist** to a **Subscriber**. The standard **Maximum Plan Allowance** is the lesser of: (1) **Premier Participating Dentist's** submitted fee or (2) the maximum fee that Delta Dental approves for a given procedure in a given region and/or specialty under normal circumstances, based upon applicable **Participating Dentist** schedules and internal procedures (. All allowable charges are determined prior to the calculation of any patient co-payments and deductibles as specified in the **Subscriber's** Delta Dental program.

- N. **NPDB**: The Federal Government’s National Practitioners Data Bank.
- O. **Non-Participating Dentist**: A Dentist who has not signed a **Participation Agreement** with Delta Dental.
- P. **Participation Agreement**: The relationship between Delta Dental and a **Participating Dentist** who has joined a Delta Dental network listed in the Scope section of these URs above. **Participation Agreement** collectively refers to any and all **Participation Agreements** unless specified otherwise herein.
- Q. **Participating Dentist**: A **Dentist** who signs and has an active **Delta Dental Premier Participation Agreement** with Delta Dental, and may have an active **Delta Dental PPO Participation Agreement** with Delta Dental, and whose credentials are approved by Delta Dental’s **Quality Assurance Committee**. **Participating Dentist** collectively refers to any and all **Participating Dentists** unless specified otherwise herein.
- R. **Plan**: A Delta Dental contract or dental benefit program that provides specified dental benefits for **Subscribers**.
- S. **Plan Administrator**: Any person or organization, including Delta Dental that performs the functions necessary to properly implement the contract provisions of the **Plan**. The **Plan Administrator** is usually identified by name in the **Plan**.
- T. **PPO Participating Dentist**: A **Dentist** who signs and has an active **Delta Dental PPO Participation Agreement** with Delta Dental, and whose credentials are approved by Delta Dental’s **Quality Assurance Committee**.
- U. **Premier Participating Dentist**: A **Dentist** who signs and has an active **Delta Dental Premier Participation Agreement** with Delta Dental, and whose credentials are approved by Delta Dental’s **Quality Assurance Committee**.
- V. **Pre-Treatment Estimate**: A voluntary and optional process where Delta Dental issues a written estimate of dental benefits that may be available under a **Plan** for a proposed dental treatment. The **Dentist** will submit the proposed dental treatment to **Delta Dental** in advance of providing treatment. A **Pre-Treatment Estimate** is for informational purposes only and is not required before receiving any dental care. It is not a prerequisite or condition for approval of future dental benefits payment. Benefits are the same whether or not a **Pre-Treatment Estimate** is requested. The benefits estimate provided on a **Pre-Treatment Estimate** notice is based on benefits available for the **Subscriber** or eligible dependent on the date the notice is issued. It is not a guarantee of future dental benefits payment.

Availability of dental benefits at the time a dental service is completed depends on several factors. These factors include, but are not limited to, eligibility for benefits, available annual or lifetime Maximum Payments, coordination of benefits, **Plan** and **Dentist** status, **Plan** limitations, and any

other **Plan** provisions, together with any additional information or changes to the dental treatment. A request for a **Pre-Treatment Estimate** is not a claim for benefits or a preauthorization, precertification or other reservation of future Benefits.

- W. **Quality Assurance Committee**: An internal Delta Dental committee comprised of professional and management staff that reviews credentialing and re-credentialing applications received from **Dentists** seeking to participate or continue **Participation** in a Delta Dental network.
- X. **Specialist(s)**: A **Dentist** who is board eligible, board certified, or educationally qualified in the following specialties:
  - Endodontics, Pediatric Dentistry, Periodontics, Prosthodontics, Oral & Maxillofacial Surgery, Oral Pathology, and Orthodontics**
- Y. **Subscriber**: Any person eligible (including dependents of a **Subscriber**) to receive covered dental **Plan** services under a Delta Dental **Plan**.
- Z. **Termination**: The formal ending of a **Participating Dentist's Participation** status with Delta Dental upon thirty (30) days written notice.
- AA. **Unbundling of Procedures**: The separating of a dental procedure into component parts with each part having a charge so that the cumulate charge of the components is greater than the total charge to patients who are not beneficiaries of a dental benefit plan for the same procedure.
- BB. **Upcode**: Using a procedure code that reflects a higher intensity service than would normally be used for the services delivered

## **SECTION 2: FEES AND REIMBURSEMENT:**

- A. **Reimbursement**: When dental services are provided to a **Subscriber** by a **Participating Dentist**, payment of Delta Dental's obligation is made directly to the **Participating Dentist**. Reimbursement is made on a discounted fee-for-service basis, as set forth in this Participation Agreement, the applicable fee schedule(s), and any amendments thereto. The **Subscriber's** only responsibility is for any co-payment, deductible or other non-covered service identified on the **Explanation of Benefits**. Delta Dental's maximum reimbursement shall not exceed the **Maximum Plan Allowance**.

The **Maximum Plan Allowance** is the lesser of: (1) the **Premier Participating Dentist's** submitted fee or (2) the maximum fee that Delta Dental approves for a given procedure in a given region under normal circumstances, based upon applicable **Participating Dentist** schedules and internal procedures. The **Delta Dental PPO Maximum Plan Allowance** is the lesser of: (1) the **PPO Participating Dentist's** submitted fee or (2) the maximum fee that Delta Dental approves for a given procedure in a given region and/or specialty under normal circumstances, based upon applicable **Participating Dentist** schedules and internal procedures.

A **Participating Dentist** may not balance bill any amount over the **Maximum Plan Allowance** listed on the **Explanation of Benefits** issued to a **Participating Dentist** and the Delta Dental **Subscriber** under any Delta Dental **Plan** for covered services.

- B. **Payments to Non-Participating Dentists:** When dental services are provided to a **Subscriber** by a **Non-Participating Dentist**, reimbursement for the service is made on the basis of the fee listed on the claim form or Delta Dental's **Non-Participating** table of allowances, whichever is less. Payment for dental services rendered to a **Subscriber** by a **Non-Participating Dentist** is made directly to the **Subscriber** unless payment to the **Non-Participating Dentist** is required by law or contract.
- C. **Pre-Treatment Estimate:** **Participating Dentists** may submit a **Pre-Treatment Estimate** for any services prior to providing treatment, unless the time period between diagnosis and treatment precludes submission of a **Pre-Treatment Estimate**.
- D. **Collection of Co-payments:** A **Participating Dentist** shall charge and make reasonable effort to collect from **Subscribers** all **Subscribers** deductible and co-payment amounts.
- E. **Discounts:** If a **Participating Dentist** offers a discount to an eligible **Subscriber**, the fee submitted to Delta Dental should also reflect the discount. Co-payments made by **Subscribers** are not considered "discounts."
- F. **Down payments:** A **Participating Dentist** can make financial arrangements prior to treatment with eligible **Subscribers** for approximate deductibles and/or co-payments. A **Participating Dentist** may not collect the anticipated Delta Dental reimbursement amount from the **Subscribers**.

Following adjudication of the claim by Delta Dental, a **Participating Dentist** must reconcile with the **Subscribers** any amount due or refund owed. A **Subscriber** is not responsible for any amount in excess of the amount indicated under the "Patient Responsibility" column of the **EOB** payment form.

- G. **Coordination of Benefits ("COB"):** When a patient is covered by two or more group policies or dental programs or **Plans** ("coverage(s)"), the **COB** provision allows the patient to receive benefits for covered services from each carrier, not to exceed more than 100% of the total fee for a given treatment

**COB** rules apply when two or more insurers cover the same person for the same or similar benefit. Delta Dental coordinates benefits for **Subscribers** by determining primary and secondary carrier coverage. The primary coverage pays benefits up to its limit, as it would in the absence of any other coverage. The secondary coverage pays the difference between the primary coverage benefits and the total incurred allowed expense up to the secondary coverage's limit. When Delta Dental applies the **COB** provision, its reimbursement as the secondary coverage when added to the primary coverage payment will not exceed Delta Dental's allowable charge. Credits to eligible **Subscribers'** accounts, or any Delta Dental fee adjustment must be made following the coordination of both coverages.

- H. **Finance Charges**: A **Participating Dentist** shall not apply finance charges to **Subscriber's** accounts.
- I. **Fee Schedule and Reimbursement Changes**: Any changes made by **Delta Dental** to the fee schedule or reimbursement will be communicated to **Participating Dentists** in writing at least thirty days (30 days) prior to their effective date.

### **SECTION 3: CLAIM SUBMISSIONS**

- A. **General Requirements**: All claims and **Predeterminations** for all dental services, including those exceeding the **Subscriber's** annual maximum benefit, must be submitted to Delta Dental by a **Participating Dentist** for **Subscribers** on an American Dental Association (“ADA”) approved claim form using the current version of the ADA CDT procedure codes in effect on the date services are rendered. A **Participating Dentist** may not submit claims for payment of treatment for **Subscribers** until such procedures are completed. Charges for dental procedures requiring multiple treatment dates shall be considered incurred and shall be applied to the **Subscriber's** maximum on the date the service is completed. All claims submitted must reflect the actual service completion date. Failure to submit the actual completion date is non-**Compliance** as defined in Section 10.A. A **Participating Dentist** agrees to submit a claim form for all services rendered to **Subscribers** for which a charge is made. A **Participating Dentist** may not submit, cause, or permit to be submitted to Delta Dental any claim form, electronic claims submission in any form, or any other statement which contains false or misrepresented information. False or misrepresented information includes, but is not limited to, services charged to the **Subscriber** that are not submitted to Delta Dental and misinformation concerning dates of service. The license number of the treating dentist must be included on the claim form. A **Participating Dentist** shall submit all coordination of benefits information on a claim form to Delta Dental and cooperate with Delta Dental so that the claim can be properly adjudicated.
- B. **Participation in National Delta Dental Programs**: A **Participating Dentist** in the **Delta Dental Premier** and **Delta Dental PPO** networks automatically participates with the corresponding national Delta Dental programs (“**Delta Dental Premier**”, and “**Delta Dental PPO**”). Claims for **Subscribers** eligible in these programs should be submitted to the Delta Dental control organization handling the group account under which the Delta Dental **Subscriber** is covered. Payment for Delta Dental of North Carolina **Participating Dentists** in the **Delta Dental Premier, Delta Dental PPO, DeltaCare** and all national programs is based on the **Participating Dentist** Delta Dental of North Carolina **Maximum Plan Allowances** and applicable national coverage processing policies.

**Participating Dentists** are required to accept the approved fee for procedures provided for national **Subscribers** when reimbursement is not payable due to a deductible, annual maximum, waiting period or frequency limit. The **Participating Dentist** is not allowed to balance bill for any difference

between the allowed fee and the submitted fee. This prohibition on balance billing does not apply to services denied as non-covered.

- C. **Infection Control**: Infection control is an integral part of a dental office's general overhead. Infection Control may not be billed to Delta Dental or **Subscribers** as a separate procedure. If separate charge for infection control procedures is submitted on a claim form to Delta Dental, it will be disallowed and the **Participating Dentist** may not collect this amount from the **Subscriber**. If collection is made from a member or this service is billed to Delta Dental under a non-descriptive code, the action constitutes non-**Compliance**.
  
- D. **Validation of Subscriber Identity**: Delta Dental will maintain, on its website, a system whereby a **Participating Dentist** may verify the eligibility of a Subscriber based on the most current information held by the Plan prior to the provision of services. A **Participating Dentist** should validate that each Delta Dental patient is a **Subscriber** or dependent by contacting Delta Dental's Customer Service Department or accessing Delta Dental's website, by comparing the Delta Dental identification card to a state issued form of identification, or by past history of treating the patient. If a **Participating Dentist** provides services to a person who is not an eligible Delta Dental **Subscriber**, the Delta Dental payment for services is subject to recovery.
  
- E. **Notice to Subscribers of Dental Services Not Covered by Delta Dental**: A Participating Dentist must notify a Subscriber about any personal financial obligations for non-covered health care services in accordance with billing permitted under Section 2(A).
  
- F. **Timely Claims Submission**: A **Participating Dentist** must submit claims for services within twelve (12) months after the service is completed. Failure to submit a claim within the time required does not invalidate or reduce any claim however, if it was not reasonably possible for the claimant to file the claim within that time, provided that the claim is submitted as soon as possible and in no event, except in the absence of legal capacity of the claimant, later than one year from the time the submittal of the claim is otherwise required. If **Delta Dental** denies a service or services on a claim due to late submission, the **Participating Dentist** shall not charge or bill the **Subscriber** for the amount that **Delta Dental** would have paid if the claim had been submitted in a timely fashion, provided that the **Subscriber** advises the **Participating Dentist** of **Delta Dental** coverage at the time of treatment.
  
- G. **Deductions**. A **Participating Dentist** authorizes **Delta Dental** to deduct from any payments due to **Participating Dentist** any amount determined to be properly due to **Delta Dental** as a refund of payments incorrectly made to or claimed by the **Participating Dentist**. Delta Dental will provide the Dentist with notice of the specific claim for which an overpayment amount was made and the basis



on which Delta Dental believes that the payment made was in excess of the amount properly due under the affected dental Plan(s), and will request that the overpayment amount be returned to Delta Dental. Should the Dentist return the overpayment amount, Delta Dental's right of recovery will have been satisfied. If the Dentist fails to return the overpayment amount within 30 days of the notice, Delta Dental reserves the right to offset the overpayment amount from any future payments due that Dentist for services covered by Delta Dental. Where overpayment amounts are recovered by means of an offset, the overpayment and offset amounts will be properly credited to, or debited from, the affected dental Plan(s) so that all involved dental Plans will have been administered according to their terms and will have paid only the amount that is properly payable for the services provided. The recovery of overpayments or offsetting of future payments shall be made within the two years after the date of the original claim payment unless the insurer has reasonable belief of fraud or other intentional misconduct. The recovery of underpayments or nonpayments shall be made within the two years after the date of the original claim adjudication.

#### **SECTION 4: CREDENTIALING & MAINTENANCE OF LICENSURE**

- A. Each **Participating Dentist** must cooperate with and complete Delta Dental's credentialing and re-credentialing processes.
- B. Delta Dental's credentialing documents will be provided to a **Participating Dentist** upon written request.
- C. At all times **Participating Dentist** must maintain professional liability insurance at **Participating Dentist's** expense in an amount consistent with acceptable dental industry standards for injury to, or death of, one person in any year, or in amounts as required by state law, but in no case less than liability coverage of \$500,000 per claim and \$1,000,000 aggregate. **Participating Dentist** agrees to notify Delta Dental within ten (10) days if coverage is cancelled and to provide Delta Dental with evidence of coverage if requested. **Participating Dentist** agrees that Delta Dental may review malpractice claims filed against him or her.
- D. **Participating Dentist** must immediately inform Delta Dental about any changes relating to their professional credentials or any changes in their professional liability coverage. In addition, **Participating Dentist** agrees to notify Delta Dental within thirty (30) days of any business changes that might affect the processing of claims. This would include a change to the business name, business address, business phone number, tax identification number or Social Security number, the dentists within a group practice, and the effective date of the change.
- E. Each **Participating Dentist** agrees to comply with Delta Dental's utilization management, credentialing, quality management and provider sanctions program. However, none of these

programs shall interfere with the **Participating Dentist's** professional or ethical responsibilities or with their ability to provide information and assistance to any patients.

- F. **Participating Dentist** agrees to comply with Delta Dental's credentials verification program.
- G. **Participating Dentist** agrees to respond in a thorough and timely manner to **Delta Dental** communications. Unless the communication indicates otherwise, **Delta Dental** requires receipt of a **Participating Dentist's** response within 90 calendar days of issuance. If the requested information is not received within 90 days, **Delta Dental** may adjust claims history as necessary, and information received after the adjustment is completed may not be accepted. This may result in **Participating Dentist** owing a refund to **Delta Dental**.

#### **SECTION 5: NON-COMPLIANCE WITH THE PARTICIPATION AGREEMENT AND DELTA DENTAL'S CREDENTIALING AND RE-CREDENTIALING PROCESSES**

- A. When non-**Compliance** with the **Participation Agreement** or Delta Dental's credentialing and re-credentialing processes is identified, Delta Dental will examine all relevant documents and information, and conduct a complete investigation.
- B. If non-**Compliance** with initial credentialing is verified, the **Dentist** applying for **Participation** will be notified in writing of the facts and Delta Dental's requested corrective action.
- C. If non-**Compliance** with the **Participation Agreement** or recredentialing is verified, the **Participating Dentist** will be notified in writing of the facts and Delta Dental's requested corrective action before Termination except in the case of **Immediate Termination**.
- D. The failure to correct any credentialing deficiencies, the receipt by Delta Dental of additional adverse findings, or the failure to disclose any requested information may result in further corrective action or **Termination** of a non-compliant **Participating Dentist**.
- E. Examples of non-**Compliance** which could result in **Termination**, or **Immediate Termination** include but are not limited to:
  - Any suspension or termination of a **Participating Dentist's** license by a State Board of Dentistry or licensing authority that renders a **Dentist** unable to satisfactorily treat Delta Dental patients in the sole judgment of Delta Dental.
  - Unprofessional or inappropriate conduct.

- Actions Delta Dental believes may compromise patient safety.
- Failure to comply with the terms of the **Participation Agreement**.
- Failure to meet the credentialing or re-credentialing standards of Delta Dental.
- **Non-Compliance** with utilization review or quality assurance processes or audits
- Disciplinary action against, limits placed on a **Participating Dentist's** licensure or misconduct determined by a State Board of Dentistry or licensing authority that in the sole judgment of Delta Dental renders a **Participating Dentist** unable to satisfactorily treat a Delta Dental **Subscriber**.
- Loss or suspension of a Drug Enforcement Administration license
- Restriction on the receipt of payments from Medicare or Medicaid
- A felony conviction

In appropriate cases, the matter will be forwarded to the Quality Assurance Committee for review.

- F. Any **Participating Dentist** or **Dentist** serving Medicare **Subscribers**, who is debarred or sanctioned as listed by the Federal Government's Office of Inspector General, Department of Health and Human Services as having a sanction against his or her license, cannot receive payment from Delta Dental or the patient for dental services provided to a person eligible under Medicare.
- G. **Participating Dentists** who do not provide a National Provider Identifier (NPI) on electronic claims will be notified of Delta Dental's requested corrective action.
- H. A **Participating Dentist** found to be in non-**Compliance** with this Agreement may be sanctioned in the following manner: (a.) First instance shall result in loss of participation for no less than twelve (12) months; (b.) Second instance shall result in the loss of participation for no less than twenty-four (24) months; (c.) Third and subsequent instances shall result in the loss of participation for no less than thirty-six (36) months. If a sanction also requires a refund or other action by the dentist, the period of revocation of participating status does not begin until the refund is made to **Delta Dental** and/or the other action required is completed to **Delta Dental's** satisfaction. However, the dentist's participating status shall be revoked as of the date indicated in the notice of **Termination**.

## **SECTION 6:      QUALITY ASSURANCE**

**Participating Dentist** agrees to comply with Delta Dental's quality assurance processes. Quality assurance processes include, but are not limited to, utilization review, credentialing and recredentialing,

and quality assurance audits. **Participating Dentist** also agrees to cooperate fully with any state or local dental society peer review committee and/or consultant designated by Delta Dental to review dental services, including quality of care, provided by the **Participating Dentist** to a **Subscriber**. The decision of any consultant or committee, subject to any applicable appeals process, shall be binding on the **Participating Dentist** and Delta Dental. If a refund to Delta Dental is required from the **Participating Dentist** due to quality of care, that amount (including deductibles and copayments) is not chargeable to the **Subscriber**.

## **SECTION 7: GRIEVANCES**

Each **Participating Dentist** shall cooperate and provide all necessary documentation to resolve any grievances, complaints and/or inquiries arising under the **Participation Agreement** including resolution of quality of care grievances in accordance with any applicable North Carolina Statutes. Delta Dental's designated committee may report to the applicable state board of dentistry quality of care grievances submitted by **Subscribers** where patient safety is of concern.

In addition, each **Participating Dentist** shall cooperate with such **Subscriber** and Delta Dental in any dispute between said **Subscriber** and Delta Dental.

## **SECTION 8: ACCESS TO RECORDS/CONFIDENTIALITY**

- A. Each **Participating Dentist** will maintain adequate medical, financial and administrative records related to dental services rendered in accordance with all applicable industry and **Plan** standards. Delta Dental shall have access to such information and records, including but not limited to, treatment records, laboratory documents and radiographs, within fourteen (14) business days from the date of a written request. In the case of an audit by Delta Dental, such access shall be given at the time of the audit. If requested by Delta Dental a **Participating Dentist** shall provide copies of the patient records free of charge. The obligation to provide records does not end upon **Termination** of the **Participation Agreement** provided such records are requested by Delta Dental within three (3) years of the date of **Termination** or within ten (10) years of the date of **Termination** for records required by state or federal laws, rules, or regulations to serve Medicaid or Medicare **Subscribers**.
- B. The federal, state and local government, the North Carolina Department of Insurance, or accrediting agencies including, but not limited to, the National Committee for Quality Assurance (the "NCQA"), or **NPDB** or **HIPDB** and any of their authorized representatives, shall have access to, and Delta Dental is authorized to release, in accordance with applicable statutes and regulations, all information and records or copies of necessary information to comply with

accreditation or credentialing standards, statutes or regulations applicable to Delta Dental or the **Participating Dentist**. This provision is notice to a **Participating Dentist** that Delta Dental will release this information when requested in accordance with federal requirements.

- C. Delta Dental and a **Participating Dentist** shall maintain the confidentiality of all patient records and personal information in accordance with any applicable federal and state statutes and regulations.
- D. Any requirement to obtain a patient's consent to release information for purposes identified in this Section may be met if the **Participating Dentist** has secured the **Subscriber's** consent on a form to release claim information to third party payors and retains such form in the **Subscriber's** record. In the event electronic claim submissions are used, the **Participating Dentist** will complete the electronic claim format consistent with the Health Insurance Portability and Accountability Act (HIPAA). A **Participating Dentist** submitting electronic claims shall also retain the patient's consent. Maintenance of this consent by a **Participating Dentist** is subject to verification by an audit.
- E. Delta Dental shall provide **Participating Dentists** with any information regarding benefit exclusions, any administrative and utilization management requirements, credential verification programs, quality assessment programs and any provider sanction policies.
- F. Delta Dental shall provide **Participating Dentists** with 30 days' notice prior to the effective date of any proposed changes regarding benefit exclusions, any administrative and utilization management requirements, credential verification programs, and any provider sanction policies.

#### **SECTION 9: PUBLICATION OF PARTICIPATING DENTIST INFORMATION**

Delta Dental will list each **Participating Dentist's** name, practice name, address, phone number, dental specialty, any special languages spoken or other pertinent practice information on Delta Dental's website and in dentist directories published by Delta Dental. Upon **Termination** of the **Participation Agreement**, a **Dentist's** name will remain in the directory and on Delta Dental's website until the next directory edition is published or the website is updated.

#### **SECTION 10: FRAUD, ABUSE AND FEE VERIFICATION AUDITS**

##### **A. Fraud and Abuse Prevention and Detection:**

All **Participating Dentists'** claim submissions are subject to review and/or audit for **Fraud** and **Abuse** prevention and detection in accordance with Federal law and any applicable North Carolina statutes.

If Delta Dental detects and recovers funds as a result of fraudulent claim submissions, all information will be forwarded to the authorities in accordance with any applicable North Carolina law.

Examples:

Examples of **Fraud** and **Abuse** which could result in **Termination** include, but are not limited to:

- ◆ Misrepresentation of the completion date of a dental service, the services actually performed, or the amount of fees charged on a claim form.
- ◆ Waiver of applicable contract co-payments or deductibles, or other types of activities involving claim forms which results in inaccurate information being submitted to Delta Dental, the effect of which is actual or potential financial detriment to Delta Dental or a **Subscriber**.
- ◆ Charging for dental services not rendered, providing care that deviates from the accepted standard of care for a given condition, **unbundling of dental procedures**, balance billing Delta Dental **Subscribers** for more than the **Subscriber** payment amount on the **EOB**, **upcoding** or any other type of activity which amounts to insurance **Fraud** or **Abuse**.
- ◆ Misrepresentation of the actual treating **Dentist**.

**B. Compliance Investigation Procedures:**

When possible non-**Compliance** is identified, all relevant documents and information will be examined by Delta Dental. A complete investigation will be conducted.

If non-**Compliance**, **Fraud**, or **Abuse** is verified, the **Participating Dentist** will be notified in writing of the facts and Delta Dental's requested corrective action. The requested corrective action may include, but is not limited to, payment of **Subscriber** refunds, payment of refunds to Delta Dental, and written **Participating Dentist** certification that requested action items have been corrected. Follow-up audits may be performed to verify **Compliance** with requested action and to monitor future **Compliance**.

Whenever it is determined that a **Participating Dentist** is indebted to Delta Dental as a result of non-**Compliance**, Delta Dental may, upon thirty (30) days written notice to the **Participating Dentist**, deduct from any payments due the **Participating Dentist**, the amounts as Delta Dental reasonably determines to be due and owing to Delta Dental, as a refund of payments incorrectly made to or claimed by the **Participating Dentist**. When this occurs, Delta Dental will notify the **Dentist** of the amounts attributable to individual **Subscribers**. The **Dentist** must reflect the payments as credits on the **Subscriber's** account.

A **Participating Dentist** has a right to appeal through Delta Dental's arbitration process, any **Termination** resulting from Delta Dental's findings of **Fraud** and **Abuse**.

## **SECTION 11: TERMINATION OF A PARTICIPATION AGREEMENT**

- A. **Procedures:** Whenever any **Participation Agreement** is proposed by Delta Dental to be terminated, except in cases of **Immediate Termination**, the **Participating Dentist** will be provided written notice not less than thirty (30) days prior to the effective date of action and the reasons, if any, for the proposed **Termination**. Loss of dental licensure shall result in **Immediate Termination** as to that **Participating Dentist's** right to provide services under any Delta Dental network, as listed in these URs. If **Participating Dentist** intends to terminate the **Participation Agreement**, **Participating Dentist** shall provide written notice to Delta Dental not less than thirty (30) days prior to the effective date of **Termination**.
- B. **Obligations:** Except when a **Participating Dentist's Termination** occurs due to a loss of license, a **Participating Dentist** upon **Termination** of the **Participation Agreement** shall at Delta Dental's request complete covered services for patients if a specific treatment is in progress but not completed at the date of **Termination**. The **Participating Dentist** agrees to accept terms of payment under the **Participation Agreement** for that covered service until such service is completed. A **Participating Dentist** is encouraged to notify the affected **Subscriber** of the **Termination** of participation in any Delta Dental network. In the event that Delta Dental shall become insolvent, **Participating Dentist** shall complete any course of treatment that was started prior to the insolvency of Delta Dental. Furthermore, in the event of **Termination** of the **Participation Agreement** or insolvency of Delta Dental, the **Participating Dentist** shall continue to work with **Delta Dental** or any receiver or trustee appointed by a court of law to transition any outstanding administrative duties and records.
- C. **Reinstatement:** Except as otherwise specified in the terms and conditions of a Delta Dental initiated **Termination**, a request for reinstatement by a **Participating Dentist** who has been terminated, or who has voluntarily resigned a Delta Dental of North Carolina **Participation Agreement** may not be considered by Delta Dental for such period of time as Delta Dental in its sole discretion deems appropriate. Reinstatement is not guaranteed and is at Delta Dental's sole discretion and only on such terms and conditions as Delta Dental specifies.
- D. **Reporting to Authorities and Licensing Board(s):** Delta Dental in accordance with state law, rule, regulation and sound business practices will report to prosecuting authorities, Medicaid, the applicable board of dentistry or appropriate licensing organization any **Fraud** and **Abuse** findings by Delta Dental.
- E. **Termination of Delta Dental Premier Participation Agreement:** **Termination** of a **Delta Dental Premier Participation Agreement** will result in the **Termination of a Participating Dentist's participation** in Delta Dental. A **Participating Dentist** may appeal a termination decision by Delta Dental. The **Participating Dentist** agrees to submit the appeal to binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The judgment

rendered by the arbitrator may be entered in any court having jurisdiction thereof. In addition, **Participating Dentist** agrees that Delta Dental and **Participating Dentist** will divide and share equally the cost of arbitration and pay their own independent legal fees.

- F. **Notice of Rescission:** In the event that Delta Dental and **Dentist** agree to rescind any prior decision of **Termination** of a **Participation Agreement**, **Dentist** is obligated to inform any **Subscribers** who are patients of the **Dentist** of any such decision to withdraw a **Termination** and continue as a **Participating Dentist** under their **Participation Agreement**.

#### **SECTION 12: OPEN EXCHANGE OF INFORMATION**

Nothing in this **Participation Agreement** shall be construed as limiting the ability of a **Participating Dentist** from discussing any treatment or care options with a **Subscriber**. A **Participating Dentist** may advocate on behalf of a **Subscriber** with respect to utilization review or management decisions and grievance processes, if the Participating Dentist has written authorization from the Subscriber.

Delta Dental shall provide **Participating Dentists** with information about the benefit plan designs that cover any Subscribers to whom they may provide dental services and any incentives that may be offered to Subscribers to encourage them to seek treatment from **Participating Dentists**.

#### **SECTION 13: GOOD FAITH REPORTING**

Nothing in this **Participation Agreement** shall be construed as limiting the ability of a **Participating Dentist** from reporting to state or federal authorities any act or practice of Delta Dental that they in good faith feel jeopardizes patient health or welfare.

#### **SECTION 14: PROVISION OF BENEFITS**

A **Participating Dentist** must provide covered services to all **Subscribers** regardless of whether they are covered under a plan of private insurance or publicly financed program operated by Delta Dental. This requirement is not applicable where the **Participating Dentist** may not render services due to limitations arising from lack of training, experience, skill or licensing restrictions.

#### **SECTION 15: DISPUTE RESOLUTION**

Except as otherwise provided in this Section 15 or elsewhere in these URs, after exhausting all applicable internal Delta Dental grievance or appeal processes, all disputes arising under any Delta Dental **Participation Agreement**, these URs, or Delta Dental's processing policies will be resolved exclusively by binding arbitration. The term "disputes" specifically includes but is not limited to claims of a



**Participating Dentist** or a dental clinic of constructive **Termination** of the Delta Dental Premier **Participation Agreement** by Delta Dental and any claim of violation of any applicable laws, rules or regulations by Delta Dental.

Any such arbitration shall be conducted in Raleigh, North Carolina pursuant to Chapter 1, Article 45C of the North Carolina General Statutes consistent with the number of arbitrators and procedures as agreed upon by the parties. In the event the parties are unable to reach agreement, either party may apply to the Wake County Courthouse for resolution of any unresolved procedural issues of the arbitration.

This dispute resolution clause shall not apply to actions initiated by Delta Dental to collect or recover funds as a result of **Fraud** and **Abuse**.

#### **SECTION 16: AFTER HOUR EMERGENCY COVERAGE AND APPOINTMENT AVAILABILITY**

A **Participating Dentist** must provide information to patients on how to access emergency dental care twenty-four hours a day, seven days a week. This may be met by providing instructions for your patients in writing or by a telephone message transmitted by your dental practice's answering service or machine as to whom they should contact in an emergency situation.

**Participating Dentists** are expected to provide emergency or urgent care services within 48 hours. Subscribers seeking routine or specialist services should be offered the first available appointment time within six to eight weeks, on the same basis that routine appointments are available to all other commercial or private pay patients. Delta Dental reserves the right to review **Participating Dentist** records to assure compliance with this standard if it receives complaints from Subscribers in this regard.

#### **SECTION 17: MISCELLANEOUS**

Any notices required by this **Participation Agreement** shall be sent to the last known address of the other party. Notice shall be deemed given upon the date of mailing.