

# DELTA DENTAL PPO

## PARTICIPATING DENTIST AGREEMENT

**THIS AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between Colorado Dental Service, Inc. d/b/a Delta Dental of Colorado, as first party, hereinafter referred to as the "Corporation" and \_\_\_\_\_, a dentist duly and regularly licensed to practice his/her profession in the State of Colorado, as second party, hereinafter referred to as "Dentist", states the terms and conditions of Dentist's participation in the Delta Dental PPO program.

**WHEREAS**, the Corporation was organized for the purpose of securing the benefits of dental service through the establishment of a prepaid dental service program for individuals or groups of individuals; and,

**WHEREAS**, Dentist is willing to join in and assist the Corporation in such prepaid dental service program by participating as a provider of dental services for the Delta Dental PPO program, upon the basis hereinafter set forth;

**NOW, THEREFORE**, in order to fix the rights and liabilities of the parties hereto under the Corporation's prepaid dental service plan's PPO program,

**IT IS HEREBY AGREED** between the parties hereto as follows:

1. Complete Agreement.

- a. This Agreement, together with any attachments, documents incorporated by reference, or amendments thereto, comprise the parties' complete agreement regarding Dentist's participation in the Delta Dental PPO local and national programs. Neither of the parties has made representations or warranties other than those set forth in this Agreement, and such attachments, documents incorporated by reference, or amendments, if any. This Agreement shall not affect nor is affected by any other agreement between Dentist and Corporation for the provision of dental services under programs other than the Delta Dental PPO program.
- b. The Corporation shall not terminate this Agreement only because a Dentist expresses disagreement with the Corporation's decision to deny or limit benefits, seeks reconsideration of treatment, or discusses alternative methods of treatment with a patient, policy provisions of a plan, or a Dentist's personal recommendation regarding selection of a benefit plan based on the Dentist's personal knowledge of the clinical needs of the patient.
- c. Neither the Dentist nor the Corporation shall be prohibited from protesting or expressing disagreement with a clinical decision, policy, or practice of the Corporation or Dentist.
- d. A Dentist shall not make, publish, disseminate, or circulate directly or indirectly, or aid, abet, or encourage the making, publishing, disseminating or circulating of any oral or written statement or pamphlet, circular, article, or literature that is false or maliciously critical of the Corporation and calculated to injure the Corporation.
- e. The Corporation may terminate this Agreement if a Dentist materially misrepresents the provisions, terms, or requirements of the Corporation's products.

- f. The Corporation shall not penalize a Dentist because the participating Dentist, in good faith, reports to State or Federal authorities, any act or practice by the Corporation that jeopardizes patient health or welfare, or because the participating Dentist discusses the financial incentives or financial arrangements between the Dentist and the Corporation.
2. License to Practice. Dentist represents and warrants that he/she is licensed to practice in the State of Colorado and that such license has not been suspended, revoked or limited within the last five (5) years. Dentist further represents and warrants that his/her staff and facilities are licensed as required under law. Dentist further represents and warrants that he/she has an active Drug Enforcement Administration (DEA) registration, and that his/her service office(s) is compliant with the Center for Disease Control and Prevention (CDC) Guidelines on Infection Control Practices for Dentistry. All of Dentist's rights and Corporation's obligations under this Agreement are conditioned upon Dentist's continued maintenance of such licensure and professional liability insurance with no restrictions placed thereon. Dentist shall notify Corporation if the status of his/her licensure or DEA registration changes.
3. Malpractice Coverage. Dentist represents and warrants that he/she maintains active malpractice coverage as required by the Dental Practice Act. Dentist will notify Corporation of any changes in his/her malpractice coverage, including the carrier name and policy number.
4. Corporation to Offer Dentist's Services. Dentist hereby constitutes and appoints the Corporation his/her agent to offer his/her services as a dental service provider under the Delta Dental PPO program to those individuals (herein designated "Covered Persons", as defined in paragraph 6.a. below) by whom, or on whose behalf, the periodic payments for dental services required by the Corporation have been made.
5. Agreements with Other Dentists. The Corporation shall enter into agreements similar to this Agreement with other participating dentists with similar qualifications. Each Dentist shall enjoy equal rights and be subject to equal obligations with other participating dentists who have agreements with the Corporation similar to this Agreement.
6. Patients.
- a. Dentist agrees to provide or arrange for dental services for Covered Persons who are eligible for benefits under Delta Dental PPO group dental plans issued or administered by the Corporation in accordance with the terms and conditions of such group dental plans. Dentist shall provide the same levels of service and appointment availability for Covered Persons as for his/her other patients and shall be solely responsible for all diagnosis and treatment delivered to Covered Persons by Dentist.
- b. The Corporation does not guarantee in any way that Dentist will be used by Covered Persons or that Dentist will receive any minimum number of Covered Persons as patients. The Covered Person shall have free choice in accepting dental care.
- c. Dentist shall not differentiate or discriminate in the treatment of Covered Persons or the quality of service because of race, sex, color, creed, national origin, age, religion, or the Covered Person's eligibility under the Delta Dental PPO program. In addition, Dentist may not discriminate, with respect to medically necessary dental services, against Covered Persons that are participants in a publicly financed program.
7. Compliance with Rules and Regulations. Dentist agrees that he/she will abide by all of the rules and regulations, contained in the Delta Dental Dentist Handbook provided by the Corporation, concerned with the furnishing of dental services under the Delta Dental PPO program to the Covered Person and relating to Dentist's relations with the Covered Person and with the Corporation, as stated in the Participating Dentist Agreement and established by the Board of

Trustees of the Corporation. Such rules and regulations include, but are not limited to, those rules and regulations governing credentialing, quality assurance, and utilization management, which rules and regulations may be amended from time to time by the Corporation upon Notice to Dentist and are incorporated by reference herein. The current Delta Dental Dentist Handbook is included in this agreement as addendum A.

8. Payment for Services.

- a. The Corporation agrees to pay Dentist for dental services actually performed on Covered Persons in accordance with the Delta Dental PPO Schedule of Allowances established by the Corporation and subject to change from time to time in the Corporation's sole and absolute discretion. Said Delta Dental PPO Schedule of Allowances shall be the fee basis for Dentist's participation in the Delta Dental PPO program, except as otherwise provided in subparagraph 8.c. below.
- b. Dentist shall submit claims for payment in a manner and format required by the Corporation. The treating dentist shall sign and complete the section of the ADA Dental Claim Form (or other accepted paper or electronic dental claim) specific to the Treating Dentist and Treatment Location.
- c. For patients enrolled in a Delta Dental PPO program, Dentist agrees to accept as payment in full for both covered services and non-covered services the lesser of (1) the Delta Dental PPO Schedule of Allowances or (2) the fees actually charged by Dentist. Non-covered services include those procedures that are not covered under the Covered Person's dental plan due to group contract limitations, exclusions, or frequency limitations. If a service is not covered as a result of the Covered Person's annual benefit maximum being reached, Dentist agrees not to charge the Covered Person more than the Delta Dental PPO Schedule of Allowances for that service. Dentist must bill the patient for any copayment or coinsurance amounts in accordance with the patients' Delta Dental plan.
- d. Covered persons shall, in no circumstance, be liable for money owed to a participating Dentist by the Corporation and in no event shall a participating Dentist collect, or attempt to collect, from a Covered Person, any money owed to Dentist by the Corporation.
- e. Dentist shall not waive any deductibles, coinsurance, or copayments required under any Delta Dental PPO group dental plan unless this action has been coordinated with the Corporation as required by the Corporation's Discount Policies.
- f. It is the responsibility of the participating Dentist to collect applicable coinsurance, copayments, or deductibles from Covered Persons pursuant to the evidence of coverage. It is also the Dentist's obligation to notify Covered Persons of their personal financial obligations for non-covered services.
- g. A Dentist shall not be subjected to a financial disincentive based on referring a Covered Person for dental treatment to a participating dentist, so long as the Dentist making the referral adheres to the Corporation's policies and procedures contained in the Delta Dental Dentist Handbook provided by the Corporation.
- h. The Corporation adheres to the State of Colorado requirements for prompt payment of claims. Claims not paid in accordance with these requirements will involve payment of interest and/or penalties to the Dentist, or Covered Person, as required by law.
- i. Dentist agrees to submit claims on behalf of Covered Persons to the Corporation within 12 months of the date of service completion. Delta Dental of Colorado is the entity

responsible for receiving and processing claims for patients enrolled in a Delta Dental of Colorado dental benefit plan.

- j. Any adjustments to claims required as a result of underpayment or overpayment by the Dentist or the Corporation shall be limited to 12 months from the original date of payment or denial.

9. Contract Compliance.

- a. Dentist shall maintain legible treatment and financial records with respect to Covered Persons to whom Dentist provides dental care services. Dentist agrees to provide verification that the fees he/she charges Covered Persons covered under the Delta Dental PPO program are in accordance with the Delta Dental PPO Schedule of Allowances and that he/she will allow, if asked, a representative of the Corporation to examine such records as necessary.
- b. Dentist shall keep accurate and current dental files and records for each Covered Person. Dentist agrees to comply with all applicable laws and regulations regarding the privacy and confidentiality of such records. Dentist shall cooperate with the Corporation in securing proper authorization to release dental files and records to the Corporation and shall make records available for inspection and copying by the Corporation during normal business hours.

10. Independent Contractor. Dentist is an independent contractor. None of the provisions of this Agreement are intended to create or to be construed as creating any employee-employer relationship. Dentist shall not subcontract his/her rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of the Corporation.

11. Directory of Names and Services. Dentist agrees that the Corporation may include the Dentist's name and other pertinent information in any directory of Delta Dental PPO program dental service providers that may be distributed from time to time to Covered Persons under the Delta Dental PPO program. Dentist shall not promote or publicize his/her status under this Agreement without the prior written consent of the Corporation.

12. Amendment of the Agreement. This Agreement may be amended by the Corporation upon written Notice to Dentist at least 90 days before the effective date of the amendment. If Dentist fails to object to the amendment within 15 days of Notice, the amendment will be deemed approved by Dentist. Changes in reimbursement allowances do not require the 90 day notice.

13. Termination.

- a. Either party to this Agreement may terminate this Agreement, without cause, with a written 60 day notice.
- b. The Corporation and the Dentist shall allow Covered Persons to continue receiving care, which will be covered by the Corporation pursuant to Covered Person's contract, for 60 days from the date a participating Dentist is terminated by the Corporation, without cause, when proper notice has not been provided to the Covered Persons.
- c. In instances of failure to maintain a license or serious misconduct, the participating Dentist will be immediately terminated. For any other reason, the Corporation may terminate this agreement for cause, with at least 60 days notice. Termination for cause may include but is not limited to, irregular billing, falsification of reports, failure to comply with audit and certification requirements, falsification of patient or office records, or if a Dentist engages in offensive, abusive, obscene or threatening behavior toward any employee of the Corporation. The participating Dentist will be notified that his/her

participation status is being reviewed by the Corporation. If the Corporation's decision is to terminate the participating agreement, the Dentist will be notified of the right to appeal in accordance with Corporation's policies and procedures set out in the Delta Dental Dentist Handbook.

14. Provider Dispute Resolution.

- a. Pursuant to Colorado State requirements, a Dentist may dispute an administrative, payment, or other dispute that does not involve a utilization review analysis through a formal provider dispute resolution process. Such process does not include routine provider inquiries that the Corporation resolves in a timely fashion through existing informal processes.
- b. Information on the formal provider dispute resolution process can be obtained in Colorado Insurance Regulation 4-2-23. The Corporation's procedures for the dispute resolution process can be obtained upon request from the Corporation.

15. Notice. Any Notices required to be given shall be sent by United States Mail to the last known address of the other party, with the postage prepaid. Notice shall be deemed given upon the date of mailing.

16. Non-Assignment. Dentist shall not assign any of his/her rights or obligations under this Agreement. The Corporation may assign this Agreement to an affiliated entity without prior consent of Dentist.

17. All provisions of this Agreement must be accepted by the Dentist if the Agreement is to be valid. Exclusion of one provision will invalidate the whole Agreement.

18. If any portion of this Agreement conflicts with State or Federal statutes, then the applicable State or Federal statute will take precedence over this Agreement.

19. The parties hereby agree that signed Agreements may be delivered by fax and that such fax shall be binding as if it were the original signature.

**IN WITNESS WHEREOF**, the Parties hereto have agreed to the terms of this Agreement.

**PARTICIPATING DENTIST**

**COLORADO DENTAL SERVICE, INC.  
d.b.a. Delta Dental of Colorado**

Dentist License Number \_\_\_\_\_

\_\_\_\_\_  
Print Dentist Name

\_\_\_\_\_  
Dental Practice or Corporate Name

\_\_\_\_\_  
Signature for DDCO

\_\_\_\_\_  
Dentist Signature and Title

\_\_\_\_\_  
Title of DDCO Signee

Date: \_\_\_\_\_

Date: \_\_\_\_\_