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 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.
F. 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.
G. 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.
H. 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.
J. Immediate Termination (see also Termination at item W, 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.
K. Maximum Plan Allowance: The highest fee amount Delta Dental approves for completed dental services provided by a Participating Dentist to a Subscriber. The Maximum Plan Allowance is the lesser of: (1) Participating Dentist's submitted fee; (2) the maximum fee that Delta Dental approves for Premier or PPO for a given procedure in a given region and/or specialty (3) the fee actually charged to the Subscriber (4) the fee regularly offered to patients or (5) the amount actually accepted as payment in full by the Participating Dentist irrespective of the amount charged. 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.
L. **NPDB:** The Federal Government’s National Practitioners Data Bank.

M. **Non-Participating Dentist:** A Dentist who has not signed a **Participation Agreement** with Delta Dental.

N. **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.

O. **Participating Dentist:** A Dentist who signs and has an active **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 Dental **Quality Assurance Committee.** **Participating Dentist** collectively refers to any and all **Participating Dentists** unless specified otherwise herein.

P. **Plan:** A Delta Dental contract or dental benefit program that provides specified dental benefits for **Subscribers.**

Q. **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.**

R. **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.**

S. **Predetermination:** A **Predetermination** is the estimated **Maximum Plan Allowance** determined based upon a written treatment plan submitted by the **Dentist** to the **Plan** Administrator. The amount of estimated benefit that may be payable under the **Plan** when a **Predetermination** is issued is subject to: (a) the **Subscribers** being eligible under the **Plan** when the claim for the proposed treatment is received by the **Plan** Administrator; (b) the proposed treatment being completed; (c) the **Plan** remaining in existence on the date a claim is received by the **Plan** Administrator for the services on which the **Predetermination** was issued; and (d) the service(s) qualify for coverage under the **Subscriber’s** contract. A **Predetermination** DOES NOT prior authorize treatment, determine dental necessity or serve as a guarantee of payment by the **Plan.** The amount of actual payment that may be made under the **Plan** may differ from the amount on the **Predetermination** if (1) there is other coverage with which the **Plan** coordinates coverage; (2) other claims are received and paid under the **Plan** between the date of issuance of the **Predetermination** and the receipt of the claim for completion of the proposed dental treatment identified on the **Predetermination**; or (3) the services not being covered under the **Subscriber’s** **Plan.**

If a **Predetermination** is submitted, proposed treatment costs estimated, and a claim subsequently submitted, the service is subject to audit for consistency with coverage under the **Subscriber’s Plan.** Services not covered by the **Subscriber’s Plan** are subject to monetary recovery. An example of such services is dental services performed for cosmetic purposes.

T. **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.

U. **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**

V. **Subscriber:** Any person eligible (including dependents of a **Subscriber**) to receive covered dental **Plan** services under a Delta Dental **Plan.**

W. **Termination:** The formal ending of a **Participating Dentist’s Participation** status with Delta Dental upon thirty (30) days written notice.

X. **Unbundling of Procedures:** The separating of a dental procedure into component parts with each part having a charge so that the cumulative 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.

Y. **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 fee for service basis. 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 Participating Dentist’s submitted fee; (2) the maximum fee that Delta Dental approves for Premier or PPO for a given procedure in a given region and/or specialty; (3) the fee actually charged to the Subscriber; (4) the fee regularly offered to patients; or (5) the amount actually accepted as payment in full by the Participating Dentist irrespective of the amount charged.

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. Predetermination: Participating Dentists may submit a Predetermination for any services prior to providing treatment, unless the time period between diagnosis and treatment precludes submission of a Predetermination.

D. Collection of Co-payments: A Participating Dentist shall charge and make reasonable effort to collect from Subscribers all Subscribers deductibles 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 insurance policies or dental programs or Plans (“coverage(s)”), the COB provision allows the patient to receive benefits for covered services from each carrier.

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.

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 an explanation of the incorrect payment at the time the deduction is made.

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 30 calendar days of issuance. If the requested information is not received within 30 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 no 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 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 1: 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: 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 15: 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 16: 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.