

Delta Dental of Michigan Agreement Forms

Agreement Selection (Select All You Would Like to Participate In)

- DDMI Premier Network Agreement
 - Healthy Kids Dental (**note: must be enrolled in CHAMPS to participate**)
 - Healthy Michigan Plan (**note: must be enrolled in CHAMPS to participate**)
- DDMI PPO Network Agreement
- DDMI EPO Network Agreement
 - Healthy Michigan Plan (**note: must be enrolled in CHAMPS to participate**)
- DDMI Tristate Advantage Network Agreement



Michigan Delta Dental Premier® Agreement Forms

Return to Delta Dental

Delta Dental Premier® Network Participation Agreement

This agreement (“Agreement”) is made by and between _____ (“Dentist” or “Participating Dentist”) and Delta Dental Plan of Michigan, Inc. (“Delta Dental”), a member of the national Delta Dental Plans Association, as of the effective date set forth below.

WHEREAS, Delta Dental is a Michigan nonprofit dental care corporation underwriting, marketing and administering dental benefit plans in the state of Michigan; and WHEREAS, Participating Dentist agrees to provide dental care to Enrollees according to this Agreement; Delta Dental and Dentist agree as follows:

Section A. Definitions

1. “Covered Services” means the dental benefits rendered to an Enrollee for which Delta Dental shall provide coverage and make payment in accordance with the terms of the applicable dental plan.
2. “Contract Year Maximum” means the total dollar amount a dental plan will pay toward the cost of dental care incurred by an Enrollee or Enrollee’s family in the contract year for that dental plan.
3. “Delta Dental” means Delta Dental Plan of Michigan, Inc., a nonprofit dental care corporation providing dental services benefits. Delta Dental is not a commercial insurance company.
4. “Delta Dental Plans Association” or “DDPA” means the national association of Delta Dental Member Companies.
5. “Delta Dental Member Company” or “DDPA Member Company” means a company that is a member of the Delta Dental Plans Association.
6. “Enrollee” means a person eligible for dental benefits under any dental plan that is administered or underwritten by Delta Dental or any other DDPA Member Company.
7. “Explanation of Benefit” means the notice provided to the Dentist by Delta Dental detailing Delta Dental’s benefit determinations with respect to the service(s) submitted by the Dentist for payment.
8. “Fee Policy” means Delta Dental’s payment to Participating Dentists which is based on the lesser of:
 - the submitted fee; or
 - the maximum fee under the applicable Fee Schedule that Delta Dental approves for a given procedure in a given region performed under ordinary circumstances for a given specialty.
9. “Fee Schedule” means the table of maximum approved fees, as established by Delta Dental, which Dentist may charge for dental procedures for the applicable dental plan.
10. “Pre-Treatment Estimate” means a voluntary and optional process where Delta Dental issues a written estimate of dental benefits that may be available to an Enrollee for the proposed dental treatment. A request for a Pre-Treatment Estimate is not a claim or a preauthorization, precertification or other reservation of future benefits.
11. “Processing Policies” means the specific guidelines developed by Delta Dental and/or the DDPA which are used to determine the benefits available to an Enrollee.
12. “DeltaUSA Processing Policies” shall mean the Processing Policies specifically developed by DDPA for all DDPA Member Companies.

13. "Specialist" means a dentist who is educationally qualified pursuant to completion of a Commission on Dental Accreditation (CODA) approved program for an American Dental Association-declared specialty, is licensed as a specialist (if required by state law), and is practicing within the scope of his or her declared specialty.

Section B. Participating Dentist Rights and Obligations

1. By signing this Agreement, Dentist agrees to participate in the Delta Dental Premier network in accordance with the terms and conditions herein. Dentist agrees to accept the applicable fee schedule(s) for the Delta Dental Premier network. Dentist agrees that s/he shall be listed as a participating provider in Delta Dental's provider directory at all locations where Dentist performs services pursuant to this Agreement. If Dentist signs this Agreement on or after August 1, 2014 and Dentist has not continuously been a Delta Dental Premier Network Dentist since July 31, 2014, then by signing this Agreement Dentist agrees to also participate in Delta Dental's PPOSM network under the Delta Dental Premier Fee Schedule.
2. Dentist agrees to submit all required documentation requested by Delta Dental as part of Delta Dental's credentialing and recredentialing processes. Such information shall be provided in the manner and timeframe requested by Delta Dental. Upon reasonable request, Dentist shall have the right to review any credentialing/recredentialing information supplied to Delta Dental, or obtained or used by Delta Dental in making a credentialing/recredentialing determination.
3. Dentist agrees that by becoming a participating provider with Delta Dental, Dentist shall comply with all Delta Dental and Delta Dental USA Processing Policies, and DDPA, and other DDPA Member Companies' processes and procedures to the extent that Dentist treats a patient who is an Enrollee with another DDPA Member Company. Notwithstanding the foregoing, Dentist understands that his/her participation in any Delta Dental network is determined solely by Delta Dental in accordance with the terms of this Agreement. Neither the DDPA nor any other DDPA Member Company shall have the right to grant, deny, or otherwise make any determinations regarding Dentist's participation in any Delta Dental network.
4. Dentist agrees to schedule and provide dental treatment to Enrollees in accordance with the DDPA Handbook, any applicable Delta Dental provider manuals/handbooks, and all professional standards of care generally accepted by the dental profession.
5. Dentist shall not discriminate or differentiate in the treatment of, charges to, or the quality of services provided to any Enrollee because of race, gender, gender identity, color, age, sex, sexual orientation, religion, national origin, ancestry, disability, handicap, place of residence, health status, or source of payment. Dentist shall contact Delta Dental if an Enrollee requests or requires translation or interpretive services, and such services shall be arranged by Delta Dental at no cost to the Enrollee or Dentist provided Dentist makes such request at least thirty (30) days in advance of the Enrollee's appointment.
6. Dentist agrees to collect from Enrollees all applicable payments for which the Enrollee is responsible, including but not limited to deductibles, coinsurance, and copayments.
7. If Delta Dental adjusts a claim that has already been paid for any reason, including but not limited to any adjustments made after audit, appeal, reconsideration, or other review, Dentist agrees to refund to Delta Dental any overpayment amounts and will also charge or refund the Enrollee any applicable amounts in accordance with the subsequently issued Explanation of Benefits. If Dentist owes a refund to Delta Dental, Dentist shall not attempt to offset that refund by charging any or all of the refund amount to the Enrollee unless otherwise explicitly permitted in the subsequently issued Explanation of Benefits.

8. Dentist agrees to verify Enrollee's eligibility to receive covered services on the day of treatment and shall be responsible for informing Enrollees of potential risks and/or benefits of recommended treatment and available alternatives prior to rendering any services. **In addition, prior to rendering any non-covered services to any Medicare Advantage or Medicaid Enrollee, Dentist shall be required to inform the Medicare Advantage Enrollee or Medicaid Enrollee of the cost for non-covered services and obtain a signed private pay form from the Medicare Advantage or Medicaid Enrollee.** In the event Dentist does not obtain a signed private pay form from a Medicare Advantage or Medicaid Enrollee prior to providing any non-covered services, Dentist shall not charge such Medicare Advantage or Medicaid Enrollee for the non-covered services performed. Please note, the private pay form must be signed by the Medicare Advantage or Medicaid Enrollee on the day the non-covered services are performed. When a private pay form is used in accordance with this section, Dentist agrees to charge the Medicare Advantage or Medicaid Enrollee the applicable allowed fee for any non-covered services, unless prohibited by applicable state or federal law.

9. Dentist agrees to abide by the following claims submission and payment procedures:
 - a. Dentist shall submit a claim form for all services rendered to Enrollees for which a charge is made to the Enrollee, including those services exceeding the Enrollee's Contract Year Maximum as well as those services which are not covered under the Enrollee's dental plan. This requirement does not apply where an Enrollee has i) paid directly and in full for all services performed; and ii) has instructed Dentist not to provide Delta Dental with information regarding such services.
 - b. Dentist shall use the most recent American Dental Association ("ADA") approved claim form with the ADA CDT codes in effect on the date of service.
 - c. When submitting electronic claims, Dentist shall submit a license number and Type 1 NPI number of the treating dentist on all claim forms, the address of the office where the services were performed and, to the extent applicable, a Type 2 NPI number for the billing facility. When submitting paper claims, Dentist shall submit the license number of the treating dentist on all claim forms, the address of the office where the services were performed and, to the extent it exists, a Type 1 NPI of the treating dentist and/or a Type 2 NPI number for the billing facility.
 - d. Dentist shall not submit a claim form that includes services rendered by another dentist.
 - e. Claims for services may only be submitted on or after the service completion date, and must be submitted not later than twelve (12) months after the date of service. If Delta Dental denies a service or services on a claim due to late submission, Dentist shall not charge or bill the Enrollee for the amount that Delta Dental would have paid if the claim had been submitted in a timely fashion, provided that the Enrollee advised Dentist of Delta Dental coverage at the time of treatment.
 - f. 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.
 - g. Dentist agrees to comply with all Delta Dental and Delta Dental USA Processing Policies. To the extent a Processing Policy is applied to a submitted claim that results in the limiting or denial of payment for a service, or making a service not chargeable to the Enrollee, the applicable Processing Policy will be identified on the Explanation of Benefits to explain the benefit determination. Pre-Treatment Estimates will also identify the Processing Policy applied to the estimate. Delta Dental and Delta Dental USA Processing Policies may be amended from time to time by Delta Dental and/or the DDPA.

- h. Dentist agrees to accept and respond in a thorough and timely manner to all requests for information made by Delta Dental. Unless the request indicates otherwise, Delta Dental requires receipt of a Participating Dentist's response within five (5) calendar days of issuance. If the requested information is not received within five (5) days, Delta Dental may make any determinations and/or take any necessary actions based solely upon the information it had in its possession at the time the initial request for information was sent to the Dentist. Any information submitted by Dentist after the five (5) day deadline will only be considered in Delta Dental's sole discretion.
 - i. Dentist agrees to accept payment in accordance with the Delta Dental Fee Policy as payment in full for Covered Services rendered to Enrollees and will hold the Enrollee harmless for the difference between the allowed amount under the applicable Fee Schedule and the submitted fee (or Dentist's customary charges). The foregoing provision does not prohibit Dentist from collecting from an Enrollee the applicable copayment, coinsurance, deductible or other cost share provided under the benefit plan.
 - j. Dentist shall not charge an Enrollee any amounts that are in excess of the Fee Policy for any services, even to the extent that services are not covered under an Enrollee's dental plan, and regardless of Dentist's participation status in the Enrollee's dental plan.
 - k. Dentist shall charge Enrollees all applicable copayment, coinsurance, deductible and/or other cost share amounts required under the Enrollee's benefit plan, and Dentist shall make all reasonable efforts to collect such amounts from Enrollees.
 - l. Fees for services rendered after an Enrollee's Benefit Year Maximum has been reached will also be subject to the Fee Policy.
 - m. Dentist may not inflate fees submitted on claim forms to offset discounts offered to Enrollees.
 - n. 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. Dentist is responsible for the supervision of any agent, officer, vendor, consultant, or employee who prepares or submits the Dentist's claims or other information and shall be jointly and severally liable for any claim or other statement submitted by such person which contains false or misrepresented information. Claims containing false or misrepresented information will not be chargeable to the Enrollee, and a Dentist who submits, or causes or permits to be submitted, a claim which contains false or misrepresented information 1) shall not be entitled to seek reimbursement for that claim from the Enrollee, and 2) shall not be entitled to reimbursement for that claim pursuant to a re-submission or appeal of said claim.
 - o. Dentist authorizes Delta Dental to deduct from any payments due to Dentist or Enrollee any amount determined to be properly due to Delta Dental or Enrollee as a refund of payments incorrectly made to Dentist. Delta Dental will provide an explanation of the incorrect payment at or before the time the deduction is made.
- 10.** Dentist may request a Pre-Treatment Estimate from Delta Dental. A Pre-Treatment Estimate is for informational purposes only and is not required before an Enrollee receives dental care. It is not a prerequisite or condition for approval of future dental benefits payment. The benefits estimate provided on a Pre-Treatment Estimate notice is based on benefits available on the date the notice is issued. Availability of dental benefits at the time of the Enrollee's treatment is dependent upon several factors. These factors include, but are not limited to, the Enrollee's continued eligibility for benefits, available annual or lifetime maximum payments, any coordination of benefits, the Enrollee's plan limitations or changes to the Enrollee's dental treatment or facts as originally presented to Delta Dental. The Pre-Treatment Estimate is not a guarantee of payment.

- 11.** Dentist authorizes Delta Dental to, in its sole discretion and as legally permitted, publish the Dentist's name and other pertinent information regarding hours, access, and services provided in its directory of Participating Dentists. Dentist may promote or publicize his or her participation status under this Agreement, but may not use any logos or trademarks of Delta Dental without Delta Dental's prior written consent.

Dentist shall timely notify Delta Dental of any changes to information contained in the Directory, and shall timely respond to all Delta Dental request for updated Directory information.

- 12.** Dentist agrees to comply with Delta Dental's quality assurance processes. Quality assurance processes include, but are not limited to, utilization review policies and findings, pre-payment review, and quality assurance audits. If Dentist fails to comply with any of Delta Dental's quality assurance processes, Delta Dental may terminate this Agreement
- 13.** Dentist agrees to cooperate fully with any Delta Dental, state or local dental society peer review committee, any independent review organization, and/or any consultant(s) designated by Delta Dental to review dental services provided by Dentist, including but not limited to quality of care. The decision of any such organization, consultant or committee, subject to any applicable appeals process, shall be binding on Dentist and Delta Dental. Dentist shall comply with the payment provisions of any Explanation of Benefits issued as a result of such review.
- 14.** Dentist agrees to maintain professional liability insurance at Dentist's expense in an amount consistent with acceptable dental industry standards for injury or death with policy limits as required by applicable state and/or federal law. Dentist agrees to notify Delta Dental immediately if coverage is cancelled and to provide Delta Dental with evidence of coverage if requested.
- 15.** Dentist agrees to comply with Delta Dental's credentialing and recredentialing processes, and to promptly, and in no case later than 10 days, notify Delta Dental of any changes to any representations made on or in any credentialing or recredentialing forms or information provided to Delta Dental, including but not limited to, successful malpractice actions, a change to the business name, business address, business phone number, business hours, new patient acceptance, type(s) of patients serviced, practice areas, languages spoken, ADA accessibility, tax identification, NPI or social security numbers, the dentists within a group practice, and the effective date of the change(s). Notwithstanding the foregoing, Dentist agrees to notify Delta Dental immediately of a lapse in license or any license actions taken by the state dental board.
- 16.** Dentist shall only treat Enrollees in a hospital if he/she maintains clinical privileges in good standing at the hospital designated as the admitting facility and at the site of delivery for dental care performed by Dentist.
- 17.** Should Delta Dental become insolvent or discontinue operations, or should this Agreement be terminated (except for instances where Delta Dental has terminated this Agreement for cause and elects not to enforce this provision), Dentist agrees to continue to provide covered services to Enrollees to complete dental procedures that were already commenced but not finished prior to the insolvency, discontinuance of operations, or termination of the Agreement. Delta Dental shall reimburse Dentist for all services rendered pursuant to the Fee Policy and Dentist shall accept such payment, together with any authorized coinsurance, deductible, or co-payment, as payment in full.
- 18.** Dentist shall ensure that Covered Services are available during regular business hours for Enrollees and will abide by all applicable appointment wait time standards under federal and/or state law. Emergency services shall be available twenty-four (24) hours per day, seven (7) days per week, including vacations and holidays.
- 19.** Dentist shall have the right to submit complaints, requests for reconsideration, grievances, or other correspondence to Delta Dental in accordance with Delta Dental's policies and procedures.

Section C. Delta Dental Rights and Obligations

1. Delta Dental agrees to make payment to Dentist according to the applicable Fee Schedule and Fee Policy, which Fee Schedule may be amended by Delta Dental at any time.
2. Delta Dental agrees to provide prompt and accurate claims processing in accordance with all applicable state and federal prompt payment laws. As a benefit of entering into this Agreement, Delta Dental shall make payment for all claims submitted on behalf of Enrollees, less any applicable deductibles, copayments and/or coinsurance, directly to Dentist.
3. Delta Dental agrees to provide a prompt response to all inquiries made by Dentist regarding benefit and eligibility information for Enrollees via Delta Dental's self-service tools such as its online portals and Delta Dental's Automated Service Inquiry ("DASI").
4. Delta Dental shall not make any treatment decisions for any Enrollee. Each Dentist is solely responsible for the treatment and/or dental advice provided to the Enrollee, and Delta Dental does not have any liability resulting therefrom. All treatment decisions are made between Dentist and the Enrollee. Notwithstanding the above, Dentists that demonstrate a pattern of rendering unnecessary services to Enrollees, and/or providing services that do not meet the applicable standard of care, may be removed by Delta Dental from any and all networks.
5. Delta Dental has the right to amend, in its sole discretion, Processing Policies, procedures, provider manuals, handbooks, Fee Schedules and quality assurance, credentialing and recredentialing processes.

Section D. Indemnification and Limitation of Liability

1. Each party (the "indemnifying party") shall defend, indemnify, and hold harmless the other party and its employees, officers, directors, or agents (together, the "indemnitees"), from any claims, losses, damages, costs, expenses or liabilities arising out of or related to breach of this Agreement or violation of any applicable state or federal law. A party seeking indemnification shall (i) promptly notify the indemnifying party in writing of the claim, suit or proceeding for which indemnification is sought; (ii) permit the indemnifying party to control the defense or settlement of the claim, suit or proceeding; (iii) reasonably cooperate with the indemnifying party (at the indemnifying party's expense); and (iv) have the right to provide for its separate defense at its own expense. In no event, shall the indemnifying party settle a claim, suit or proceeding without first obtaining the written consent of the indemnitee, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, it shall be per se reasonable for an indemnified party to refuse to consent to a proposed settlement on the ground that it would require the indemnified party to admit wrongdoing or agree to relief beyond the payment of money. Any release obtained as a result of settlement must contain a release of all claims against the indemnified party as well as its officers, directors and employees.
2. To the extent not prohibited by law, in no event shall Delta Dental be liable for any incidental, special, indirect, consequential or punitive damages whatsoever, including without limitation, damages for lost profits, loss of or disclosure of data, business interruption or any other commercial damages or losses arising out of or related to Dentist's participation in Delta Dental's network, however caused, regardless of the theory or liability (whether in contract, tort, strict liability, or otherwise), and even if Delta Dental has been advised of the possibility of such damages. The foregoing limitations will apply even if the remedy fails of its essential purpose.

Section E. Regulatory and Other Requirements

1. Dentist agrees to be lawfully licensed in the state(s) in which s/he practices and to comply with all applicable Medicare Advantage, Medicaid, Affordable Care Act (“ACA”) and/or contractual requirements, as well as any other applicable state and federal laws and regulations, as may be amended from time to time, including, without limitation: (1) applicable provisions of federal criminal law, (2) the False Claims Act (31 U.S.C 3729, et. seq.), (3) the anti-kickback statute (section 1128B(b) of the Social Security Act), (4) the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) administrative simplification rules at 45 CFR parts 160, 162, and 164; (5) Title VI of the Civil Rights Act of 1964, (6) the Age Discrimination Act of 1975, (7) the Americans with Disabilities Act, (8) the Rehabilitation Act of 1973; (9) Section 1557 of the Affordable Care Act; and (10) any reporting requirements to Centers for Medicare and Medicaid Services (“CMS”) under 42 C.F.R. § 422.310, to the extent applicable. [42 C.F.R. § 422.504 (i)(4)(v)]
2. Dentist acknowledges that Delta Dental maintains its networks in accordance with Medicare Advantage and/or Medicaid rules and regulations, as applicable, and therefore Delta Dental, its health partners, Michigan Department of Health and Human Services (“MDHHS”), and/or CMS have the responsibility of monitoring Dentist’s obligations under this Agreement. Both parties acknowledge that if any of the entities listed above determine that Dentist is not in compliance with any of its duties under this Agreement, then this Agreement may be terminated in whole or in part to ensure compliance with all applicable laws. [42 C.F.R. § 422.504 (i)(4) and (5)]
3. Delta Dental will make available to Dentist, and Dentist agrees to comply with, any applicable policies and procedures relating to its Medicare Advantage, Medicaid, ACA and commercial plans, as well as Delta Dental’s Compliance Plan and Cultural Competency Program, both located at <http://www.deltadentalmi.com/Dentists/Dental-Office-Resources.aspx>. In addition, Dentist agrees to complete on an annual basis Delta Dental’s Fraud, Waste and Abuse & Compliance Trainings (located at www.deltadentalmi.com/CMScompliance), as well as any other training that may be required, and complete and return any requested compliance attestations. Dentist agrees to report any actual or suspected compliance, fraud, waste or abuse concerns to Delta Dental.
4. In addition to obligations in Section G, Dentist will comply with all applicable federal and state laws regarding confidentiality and disclosure of medical records, or other health and enrollment information. Dentist shall: a), ensure that medical information is released only in accordance with applicable federal or state law, or pursuant to court orders or subpoenas, b) maintain records and information in an accurate and timely manner, and c) ensure Enrollees have timely access to their records and information. Dentist shall safeguard Enrollees’ privacy and confidentiality and ensure the accuracy of Enrollees’ health records. Dentist further agrees to safeguard the privacy of any information that identifies a particular Enrollee and have procedures that specify: (i) for what purposes the Enrollee’s information may be used within the Dentist’s organization; and (ii) to whom and for what purposes such information may be disclosed outside the Dentist’s organization. [42 C.F.R. §§ 422.504(a)(13), 422.504(l)(3), and 422.118]
5. Dentist agrees to maintain complete and accurate records, books, documents and papers regarding any treatment provided and/or charges made to Enrollees, and/or any charges, claims, communications, appeals, correspondence, or other documentation provided or made to Delta Dental or any of its health partners, MDHHS, CMS, HHS or the Comptroller General (“Records”) in accordance with all applicable state and federal laws as well as dental profession standards. Dentist agrees to maintain Records for a period of at least 10 years from the last date of treatment and/or date of issuance of the record, whichever is later. Upon request by Delta Dental, Delta Dental’s health partners, MDHHS, CMS, HHS, the Comptroller General, or their designees, Dentist shall provide timely access to Records. Dentist understands that by participating in this network, these entities or individuals have the right to audit, evaluate, and inspect Dentist’s books, contracts, computers or other electronic systems, including but not limited to medical records and documentation. Dentist agrees to fully cooperate with any such audits or document requests. [42 C.F.R. §§ 422.504(i)(2)(i) and (ii)]

6. Dentist agrees to provide Delta Dental with all information and data necessary for Delta Dental to meet its reporting requirements under any applicable Medicare, Medicaid, or ACA or commercial plan, including any reports on complaints or grievances. Dentist shall certify the accuracy, completeness, and truthfulness of all information submitted to Delta Dental.
7. Dentist agrees that in no event (including but not limited to nonpayment by Delta Dental, insolvency by Delta Dental, or breach of this Agreement), shall the Dentist bill, charge, collect a deposit from, seek payment or reimbursement from, or have any recourse against an Enrollee, or person acting on behalf of the Enrollee, for Covered Services provided pursuant to this Agreement. This does not prohibit the Dentist from collecting co-insurance, deductibles, or copayments as specifically provided for in the Enrollee's Dental Benefits Handbook, Certificate, and/or Summary of Dental Plan Benefits. Further, Dentist shall not hold an Enrollee liable for any payment or fees that are the legal obligation of Delta Dental. [42 C.F.R. §§ 422.504(i)(3)(i) and 422.504(g)(1)(i)]
8. Dentist agrees that he or she is qualified to participate in the Medicare or Medicaid plans under which Dentist is treating Enrollees and will provide services in accordance with applicable Medicare/Medicaid laws. Dentist certifies that he or she has not opted-out of or is otherwise excluded from participation in Medicare or Medicaid, and is not under investigation for a crime involving fraud or dishonesty. Further, Dentist agrees that he or she does not have any current or pending state or federal sanctions against him or her and that he/she is not on the Medicare Preclusion List.

Section F. Term and Termination

1. The term of this Agreement begins on the Effective Date provided by Delta Dental to Dentist following acceptance of the Dentist into the provider network(s) and execution of the Agreement by Delta Dental, and remains effective until otherwise terminated as provided herein (the "Term").
2. Subject to paragraph 6 below, this Agreement may be terminated by Delta Dental or Dentist with cause upon a minimum of ten (10) days written notice (except for terminations due to patient safety or fraud which may be immediate), or without cause upon sixty (60) days written notice. This shall include the right for Delta Dental, at its sole option, to terminate Dentist at any or all physical locations from which Dentist provides services.
3. Dentist agrees that non-compliance with any part of this Agreement may result in termination. In accordance with paragraph F(2) above, Delta Dental will send Dentist advance notice of the effective date of termination. In Delta Dental's sole discretion, the notice may state when or if the Dentist can reapply for participating status and any conditions the Dentist must meet before he or she can reapply. Dentist has no right to appeal Delta Dental's determination in the event that Dentist loses his or her state dental license, or in the event that Delta Dental terminates this Agreement without cause.
4. Dentist may appeal a with cause termination decision by Delta Dental within thirty (30) days of the notice of termination. Dentist agrees to submit this 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. Dentist agrees that Delta Dental and Dentist will share and divide equally the fees of all arbitrators assigned by the American Arbitration Association to hear the dispute. All other costs and fees, including but not limited to, filing fees and attorney fees and costs, shall be borne by the party incurring such costs and fees. In the event Dentist does not appeal his or her termination decision within thirty (30) days, Dentist waives any right to appeal. The termination will be suspended pending the outcome of a timely appeal except in terminations due to patient safety or fraud.

5. A Dentist found to be in noncompliance with this Agreement may be terminated from the network for cause. In lieu of termination, or in addition to termination, a Dentist in non-compliance may be sanctioned in one or more of the following manners:
 - a. Dentist may be required to refund all amounts determined to be due and owing to Delta Dental and/or any Enrollees; and/or
 - b. Dentist may be required to submit to periodic audits or participate in additional training.

If this Agreement is terminated and a refund has been requested by Delta Dental, or other action has been requested by Delta Dental as a sanction Dentist shall not be eligible for reinstatement until the refund(s) is/are made and/or the other required action(s) has/have been completed to Delta Dental's satisfaction.

6. The terms of this Agreement shall be applicable to any actions performed or services rendered by Dentist prior to any voluntary or involuntary termination of Dentist's participating status. Furthermore, in the event Dentist has begun treatment of any Enrollee prior to the termination of this Agreement, Dentist agrees that the terms of this Agreement shall continue until such treatment is complete and Delta Dental's payment for such service has been made. Dentist is required to notify the affected Enrollee of the termination of this Agreement.
7. Dentist agrees that, in addition to the remedies above, Delta Dental may immediately suspend or terminate this Agreement in the event:
 - a. Dentist's license to practice dentistry in the State of Michigan is suspended or revoked;
 - b. Dentist has any limitations or restrictions placed upon his or her dental license;
 - c. Any restrictions are placed upon Dentist's ability to receive payments from a Medicare Advantage or Medicaid plan (e.g. Dentist opts out, is excluded, or is placed on the Preclusion List);
 - d. Dentist's Drug Enforcement Administration license is restricted, suspended, or revoked;
 - e. Dentist has been convicted of a felony within the last five (5) years;
 - f. Delta Dental receives notice of an allegation, claim, or other information suggesting that the Dentist's actions are jeopardizing or may jeopardize the well-being of any of his or her patients; or
 - g. Any other determination by a regulatory agency, board or other professional organization which limits Dentist's ability to practice or provide services as contemplated under this Agreement.

Delta Dental shall promptly notify Dentist of any such termination.

In addition, if the Agreement is terminated under Section 7(c) above, any payments made by Delta Dental to Dentist for services rendered to Medicare Advantage and Medicaid Enrollees on and after the date Dentist is no longer eligible to receive payment for Medicare or Medicaid Services shall be returned by Dentist to Delta Dental.

Section G. Confidentiality.

1. The parties acknowledge that in the course of performing under this Agreement each party may be provided with or given access to information, in oral, recorded or written form, that is proprietary and confidential to the other party (collectively referred to as the "Confidential Information"). Such Confidential Information includes, but is not limited to, information regarding the other party's management, business, organizational structure, policies, procedures, business relationships, intellectual property, copyrights, patents, trademarks, software, data, databases, system designs, specifications, documentation, code, claims logic, architecture, structure, algorithms, techniques, processes, protocols, product materials, notes, slides ideas, quality assurance programs, fee schedules, and processing policies.
2. The term "Confidential Information" as used herein shall not include, and neither Party shall have any obligations of confidentiality with respect to, information that is:
 - a. In, or comes into, the public domain, except as a result of a breach of this provision;
 - b. Received by either Party from a third party with whom there is no obligation of confidentiality;
 - c. Required to be disclosed by either Party under operation of law; or
 - d. Approved in advance in writing for disclosure by the owner of the Confidential Information.

3. Unless otherwise set forth in this Agreement, each Party shall hold in strict confidence and trust the other Party's ("Disclosing Party") Confidential Information and shall not disclose, sell, rent or otherwise provide or transfer, directly or indirectly, any Confidential Information or anything related to the Confidential Information to any person or entity without the prior written consent of the Disclosing Party. Notwithstanding the preceding sentence, the Party receiving Confidential Information ("Receiving Party") may disclose Confidential Information to its representatives, counsel, shareholders, directors, officers, employees, agents or consultants ("Representatives") who need to know such information in order to enable the Receiving Party to perform its obligations hereunder. The Receiving Party and its Representatives shall use the Disclosing Party's Confidential Information only in connection with the performance of the Receiving Party's obligations hereunder. The Receiving Party shall require any of its Representatives who obtain the Disclosing Party's Confidential Information to comply with this Agreement and shall be responsible for any breach of this Agreement by such Representatives.
4. It is understood and agreed that in the event of a breach of this Section, damages are deemed not to be an adequate remedy, that irreparable harm is immediate and imminent, that the owner of the Confidential Information shall automatically be entitled to seek injunctive relief to restrain any such breach, threatened or actual, and that the equities of such an injunction tip decidedly in favor of the owner of the Confidential Information.
5. Notwithstanding the foregoing, certain Dentist information may be provided to third parties, including groups, customers, agents, regulatory agencies, third-party vendors, brokers, and/or consultants for the purposes of conducting Delta Dental's ordinary business operations. Such information shall be disclosed in accordance with all applicable federal and/or state laws and regulations.

Section H. Miscellaneous Provisions

1. Dentist may not assign this Agreement or any rights under this Agreement to any other party without the written consent of Delta Dental. In order to comply with state, federal or contractual requirement, Delta Dental may make other entities third-party beneficiaries to this Agreement, including but not limited to Delta Dental's clients, Medicare Advantage partners, Medicaid partners, and/or other DDPA Member Companies.
2. This Agreement is non-exclusive. Delta Dental may enter into similar agreements with other dentists, and Dentist may enter into similar agreements with other parties.
3. Dentist is an independent contractor and is not an agent of Delta Dental.
4. If necessary to comply with changes in the laws or regulations, or upon the request of a regulatory body, Delta Dental may unilaterally amend this Agreement, and or its policies and procedures. Delta Dental will use its best efforts to provide written or electronic notice to Participating Dentist at least thirty (30) days in advance of the effective date of the change unless a shorter or longer time frame is required under applicable state or federal law. Unless otherwise required by federal or state regulatory authorities, the signature of Dentist will not be required for any such amendment.
5. If any provision under this Agreement is or becomes contrary to applicable law, the provision shall be construed in accordance with applicable law but as closely to the parties' original intent as possible. All other terms of this Agreement shall remain in full force and effect.
6. All notices and documents shall be given or addressed to Dentist at the last known address on file.

7. Dentist shall submit all claims, notices and documents to Delta Dental at the following addresses:

- **Claims and Pre-Treatment Estimates:**

Delta Dental
Attn: Customer Service
P.O. Box 9085
Farmington Hills, MI 48333-9085.

Dentist may also call 1-800-524-0149 for member eligibility, benefits information and claims inquiries.

- **Credentialing questions, dentist directory information, or other questions about this Agreement:**

Delta Dental
Attn: Provider Records
P.O. Box 30416
Lansing, MI 48909-7916
providerrequests@deltadentalmi.com

- **Requests for reconsideration:**

For commercial claims:
Customer Service
P.O. Box 9089
Farmington Hills, MI 48333-9089

For Medicare/Medicaid claims:
Customer Service
P.O. Box 9230
Farmington Hills, MI 48333-9230

- **Legal notices required by this Agreement:**

Delta Dental
Attn: Provider Records
P.O. Box 30416
Lansing, MI 48909-7916

with a copy to:

Delta Dental
Attn: Legal Department
4100 Okemos Road
Okemos, MI 48864

8. This Agreement shall be governed and construed in accordance with the laws of the state of Michigan, without regard to its rules regarding conflicts of laws. Any suit or proceeding under this Agreement shall be brought in the applicable court(s) in Ingham County, Michigan, or the U.S. District Court for the Western District of Michigan.

Healthy Kids Dental

IMPORTANT!!

Please note that some age and frequency limitations have changed. For these and other specific HKD benefit details, refer to our HKD Provider Manual available on Delta Dental of Michigan's Dental Office Toolkit® (DOT) at www.toolkitsonline.com/dot.



**Addendum to
Delta Dental Premier® Participation Agreement
for Healthy Kids Dental Enrollees Only**

For the Healthy Kids Dental program, this addendum (“Addendum”) is being added to the Delta Dental Premier Participation Agreement, which deals with payment. This Addendum shall replace any prior addendums under the Healthy Kids Dental program.

The effective date of this Addendum is October 1, 2018.

NOTE: Delta Dental will not prohibit a Healthy Kids Dental provider from advocating on behalf of the enrollee in any grievance or utilization review process, or in the pre-treatment estimate process.

**REGULATORY ADDENDUM
FOR PARTICIPATION IN THE DELTA DENTAL HEALTHY KIDS DENTAL NETWORK**

Dentist agrees that in addition to the terms and conditions set forth in the Delta Dental Premier Uniform Requirements and/or the Delta Dental Premier® Participation Agreement (“Agreement”), as applicable, Dentist will comply with the following regulatory requirements for any Enrollees that are covered by Delta Dental under the Healthy Kids Dental program. This Addendum shall become effective October 1, 2018, and shall replace any prior addendums under the Healthy Kids Dental program administered by Delta Dental.

- 1) Dentist agrees to provide a Delta Dental HKD Enrollee (“Enrollee”) covered services pursuant to Dentist’s Agreement and this Addendum with Delta Dental.
- 2) If Dentist treats an Enrollee, Delta Dental’s payment shall not exceed the lesser of Dentist’s submitted fee or the amount on the Delta Dental HKD Fee Schedule. The Delta Dental HKD Fee Schedule can be obtained by contacting Provider Records at 800-656-6495. This applies to all locations at which the Dentist has a Delta Dental Premier Participation Agreement. Dentist is prohibited from seeking payment from the Enrollee for any covered services provided to the Enrollee. Covered services are reimbursed at 100 percent and, except as explained in the footnotes of the Delta Dental HKD Fee Schedule, are subject to Delta Dental’s standard time limitations and policies.
- 3) If a procedure does not appear on the Delta Dental HKD Fee Schedule, it is not a covered benefit. **In addition, prior to rendering any non-covered services to any Enrollee, Dentist shall be required to inform the Enrollee of the cost for non-covered services and obtain a signed private pay form from the Enrollee.** If an Enrollee or responsible party agrees to pay for a non-covered service and signs a private pay form, the Dentist will be held to the lesser of the submitted fee or the Delta Dental HKD Fee Schedule for any charges to the Enrollee or responsible party. Due to federal Medicaid requirements, Enrollees cannot be charged for a missed appointment.
- 4) Dentist agrees to take the Enrollee’s rights into account when providing services, including but not limited to: receive information in a manner and format that may be easily understood; be treated with respect and due consideration for his or her dignity and privacy; receive information on available treatment options and alternatives, presented in a manner appropriate to the Enrollee’s condition and ability to understand; participate in decisions regarding his or her health care, including the right to refuse treatment; be free from any form of restraint or seclusion used as a means of coercion, discipline, convenience or retaliation; to be free to exercise his or her rights without fear of retaliation; and to be free from segregation in any way from other persons receiving dental services. [42 C.F.R. § 438.100]

- 5) In the event an Enrollee's health or safety is in jeopardy, Dentist agrees to provide for the immediate transfer to another dentist participating in the Delta Dental HKD network.
- 6) Dentist is permitted to discuss treatment options with Enrollees that may not reflect Delta Dental's position or may not be covered by Delta Dental. Dentist is permitted to advise or advocate on behalf of an Enrollee who is his or her patient regarding the following areas of care: the Enrollee's health status, medical care, or treatment options, including any alternative treatment that may be self-administered; for any information the Enrollee needs in order to decide among all relevant treatment options; the risks, benefits, and consequences of treatment or non-treatment; and/or the Enrollee's right to participate in decisions regarding his or her health care, including the right to refuse treatment, and to express preferences about future treatment decisions.
- 7) Dentist agrees to comply with reporting requirements for communicable disease and other health indicators as mandated by State law. [MCL 333.5111 and R 325.173]
- 8) As required by the Michigan Department of Health and Human Services ("MDHHS"), Dentist agrees to provide urgent care within 48 hours, routine care within 21 business days, preventive service within 6 weeks and initial appointments within 8 weeks from any request by an Enrollee in HKD administered by Delta Dental.
- 9) **As required by MDHHS, Dentist agrees to enroll in the Michigan Community Health Automated Medicaid Processing System ("CHAMPS"). Please see <http://bit.ly/CHAMPSenrollment> for more information on enrollment.**
- 10) Dentist agrees to comply with the provisions contained within the Delta Dental HKD Provider Manual located at www.toolkitsonline.com/dot.
- 11) Verification of eligibility on the date of service of each HKD member is essential, as eligibility for HKD members may change frequently. If an HKD provider's office fails to check eligibility on the date of service for an HKD member and delivers services to an ineligible member, the Participating Dentist will not receive reimbursement from Delta Dental and cannot bill the member for the services.
- 12) Dentists submitting a new Delta Dental Premier Agreement who do not wish to participate with HKD must include a statement, including the doctor's name, tax identification number, license number, and office address, declaring nonparticipation with the HKD program. Nonparticipation statements received after the effective date of the Delta Dental Premier agreement are effective 30 days from the date Delta Dental of Michigan receives the statement.

Healthy Michigan Plan



**Addendum to
Delta Dental Premier® Participation
for
Healthy Michigan Plan Enrollees Only**

For the Healthy Michigan Plan program, this addendum ("Addendum") is being added to Delta Dental Premier Participation, which deals with payment. This Addendum provides that for this program only, the participating Dentist agrees to the following:

If a Delta Dental Premier Participating Dentist treats a Healthy Michigan Plan patient, Delta Dental's payment shall not exceed the lesser of the Dentist's submitted fee or the amount on the attached fee schedule. This applies to all locations at which the dentist has a Delta Dental Premier Participation Agreement.

The effective date of this Addendum is November 1, 2019

**REGULATORY ADDENDUM
FOR PARTICIPATION IN THE DELTA DENTAL HEALTHY MICHIGAN PLAN NETWORK**

Dentist agrees that in addition to the terms and conditions set forth in the Delta Dental Participation Agreement (“Agreement”), Dentist will comply with the following regulatory requirements for any Enrollees that are covered by Delta Dental under the Healthy Michigan Plan and Pregnant Women Dental program (“HMP”). This Addendum shall become effective November 1, 2019, and shall replace any prior addendums required by the Healthy Michigan Plan program administered by Delta Dental.

- 1) Dentist agrees to provide a Delta Dental HMP enrollee (“Enrollee”) covered services pursuant to Dentist’s Agreement and this Addendum with Delta Dental.
- 2) If Dentist treats an Enrollee, Delta Dental’s payment shall not exceed the lesser of Dentist’s submitted fee or the amount on the Delta Dental HMP Fee Schedule. This applies to all locations at which the Dentist has a Delta Dental Premier® Participation Agreement. Dentist is prohibited from seeking payment from the Enrollee for any covered services provided to the Enrollee. Covered services are reimbursed at 100 percent and, except as explained in the footnotes of the Delta Dental Fee Schedule, are subject to Delta Dental’s standard time limitations and policies.
- 3) If a procedure does not appear on the Delta Dental HMP Fee Schedule, it is not a covered benefit. **In addition, prior to rendering any non-covered services to any Enrollee, Dentist shall be required to inform the Enrollee of the cost for non-covered services and obtain a signed private pay form from the Enrollee.** If an Enrollee or responsible party agrees to pay for a non-covered service and signs a private pay form, the Dentist will be held to the lesser of the submitted fee or the Delta Dental HMP Fee Schedule for any charges to the Enrollee or responsible party. Due to federal Medicaid requirements, Enrollees cannot be charged for a missed appointment.
- 4) Dentist agrees to take the Enrollee’s rights into account when providing services, including but not limited to: receive information in a manner and format that may be easily understood; be treated with respect and due consideration for his or her dignity and privacy; receive information on available treatment options and alternatives, presented in a manner appropriate to the Enrollee’s condition and ability to understand; participate in decisions regarding his or her health care, including the right to refuse treatment; be free from any form of restraint or seclusion used as a means of coercion, discipline, convenience or retaliation; to be free to exercise his or her rights without fear of retaliation; and to be free from segregation in any way from other persons receiving dental services.
- 5) In the event an Enrollee’s health or safety is in jeopardy, Dentist agrees to provide for the immediate transfer to another dentist participating in the Delta Dental HMP network.

- 6) Dentist is permitted to discuss treatment options with Enrollees that may not reflect Delta Dental's position or may not be covered by Delta Dental. Dentist is permitted to advise or advocate on behalf of an Enrollee who is his or her patient regarding the following areas of care: the Enrollee's health status, medical care, or treatment options, including any alternative treatment that may be self-administered; for any information the Enrollee needs in order to decide among all relevant treatment options; the risks, benefits, and consequences of treatment or non-treatment; and/or the Enrollee's right to participate in decisions regarding his or her health care, including the right to refuse treatment, and to express preferences about future treatment decisions.
- 7) Dentist agrees to comply with reporting requirements for communicable disease and other health indicators as mandated by State law. [MCL 333.5111 and R 325.173]
- 8) As required by the Michigan Department of Health and Human Services ("MDHHS"), Dentist agrees to provide urgent care within 48 hours, routine care within 21 business days, preventive service within 6 weeks and initial appointments within 8 weeks from any request by an Enrollee.
- 9) **As required by MDHHS, Dentist agrees to enroll in the Michigan Community Health Automated Medicaid Processing System ("CHAMPS"). Please see <http://bit.ly/CHAMPSenrollment> for more information on enrollment. Dentist will not be permitted to participate in HMP Network unless he or she is enrolled in CHAMPS.**
- 10) Dentist agrees to comply with the provisions contained within the Delta Dental HMP, Pregnant Women Dental and MI Health Link Provider Manual located at www.toolkitsonline.com/dot.

Dentist agrees that this Agreement may otherwise be supplemented or amended from time to time by Delta Dental, and that all such changes or amendments may be published on Delta Dental’s website with notice given to Dentist. The most recent version or amended version of this Agreement, Delta Dental’s Processing Policies, and attached forms shall govern the obligations of Delta Dental and Participating Dentist regardless the version signed and submitted to Delta Dental by Dentist.

I hereby apply to Delta Dental to become a Participating Dentist in the Delta Dental Premier network (and/or Delta Dental PPO network if applicable pursuant to Section B.1). I understand and agree that submission of this Agreement grants me no rights or privileges of participation until such time as I receive written notification from Delta Dental stating that I have been accepted as a Participating Dentist and providing an Effective Date of this Agreement.

Name of Dentist (Print)

Tax Identification Number (TIN): _____

Original Signature

Date:

Delta Dental shall provide written notice to Dentist of Delta Dental’s acceptance and effective date of this Agreement.

Address: List only those locations at which you will treat Delta Dental Enrollees under this Agreement. List any additional locations on the next page. If there are more than three locations, please attach an additional page. Whenever notification is received by Delta Dental that the business/clinic’s address has changed, the change of address shall also apply to this Agreement.

Please indicate below if your facility is:

Location 1.

Practice Name: _____

Complete Address: _____

Telephone Number: () - Ext _____

Federally Qualified Health Center	Rural Health Clinic	Mobile Dental Facility	Tribal Health Center
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<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Location 2.

Practice Name: _____

Complete Address: _____

Telephone Number: () - Ext _____

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Location 3.

Practice Name: _____

Complete Address: _____

Telephone Number: () - Ext _____

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Please complete in its entirety and retain a copy for your files. Delta Dental will provide written notice to you of your application status. The acceptance or denial of your application is at the sole discretion of Delta Dental.

**REGULATORY ADDENDUM
FOR PARTICIPATION IN THE DELTA DENTAL HEALTHY MICHIGAN PLAN NETWORK**

Dentist agrees that in addition to the terms and conditions set forth in the Delta Dental Participation Agreement (“Agreement”), Dentist will comply with the following regulatory requirements for any Enrollees that are covered by Delta Dental under the Healthy Michigan Plan and Pregnant Women Dental program (“HMP”). This Addendum shall become effective November 1, 2019, and shall replace any prior addendums required by the Healthy Michigan Plan program administered by Delta Dental.

- 1) Dentist agrees to provide a Delta Dental HMP enrollee (“Enrollee”) covered services pursuant to Dentist’s Agreement and this Addendum with Delta Dental.
- 2) If Dentist treats an Enrollee, Delta Dental’s payment shall not exceed the lesser of Dentist’s submitted fee or the amount on the Delta Dental HMP Fee Schedule. This applies to all locations at which the Dentist has a Delta Dental Premier® Participation Agreement. Dentist is prohibited from seeking payment from the Enrollee for any covered services provided to the Enrollee. Covered services are reimbursed at 100 percent and, except as explained in the footnotes of the Delta Dental Fee Schedule, are subject to Delta Dental's standard time limitations and policies.
- 3) If a procedure does not appear on the Delta Dental HMP Fee Schedule, it is not a covered benefit. **In addition, prior to rendering any non-covered services to any Enrollee, Dentist shall be required to inform the Enrollee of the cost for non-covered services and obtain a signed private pay form from the Enrollee.** If an Enrollee or responsible party agrees to pay for a non-covered service and signs a private pay form, the Dentist will be held to the lesser of the submitted fee or the Delta Dental HMP Fee Schedule for any charges to the Enrollee or responsible party. Due to federal Medicaid requirements, Enrollees cannot be charged for a missed appointment.
- 4) Dentist agrees to take the Enrollee’s rights into account when providing services, including but not limited to: receive information in a manner and format that may be easily understood; be treated with respect and due consideration for his or her dignity and privacy; receive information on available treatment options and alternatives, presented in a manner appropriate to the Enrollee’s condition and ability to understand; participate in decisions regarding his or her health care, including the right to refuse treatment; be free from any form of restraint or seclusion used as a means of coercion, discipline, convenience or retaliation; to be free to exercise his or her rights without fear of retaliation; and to be free from segregation in any way from other persons receiving dental services.
- 5) In the event an Enrollee’s health or safety is in jeopardy, Dentist agrees to provide for the immediate transfer to another dentist participating in the Delta Dental HMP network.

- 6) Dentist is permitted to discuss treatment options with Enrollees that may not reflect Delta Dental's position or may not be covered by Delta Dental. Dentist is permitted to advise or advocate on behalf of an Enrollee who is his or her patient regarding the following areas of care: the Enrollee's health status, medical care, or treatment options, including any alternative treatment that may be self-administered; for any information the Enrollee needs in order to decide among all relevant treatment options; the risks, benefits, and consequences of treatment or non-treatment; and/or the Enrollee's right to participate in decisions regarding his or her health care, including the right to refuse treatment, and to express preferences about future treatment decisions.
- 7) Dentist agrees to comply with reporting requirements for communicable disease and other health indicators as mandated by State law. [MCL 333.5111 and R 325.173]
- 8) As required by the Michigan Department of Health and Human Services ("MDHHS"), Dentist agrees to provide urgent care within 48 hours, routine care within 21 business days, preventive service within 6 weeks and initial appointments within 8 weeks from any request by an Enrollee.
- 9) **As required by MDHHS, Dentist agrees to enroll in the Michigan Community Health Automated Medicaid Processing System ("CHAMPS"). Please see <http://bit.ly/CHAMPSenrollment> for more information on enrollment. Dentist will not be permitted to participate in HMP Network unless he or she is enrolled in CHAMPS.**
- 10) Dentist agrees to comply with the provisions contained within the Delta Dental HMP, Pregnant Women Dental and MI Health Link Provider Manual located at www.toolkitsonline.com/dot.



Michigan Delta Dental PPO™ Agreement Forms

Return to Delta Dental

Delta Dental PPO™ Network Participation Agreement

This agreement (“Agreement”) is made by and between _____ (“Dentist” or “Participating Dentist”) and Delta Dental Plan of Michigan, Inc. (“Delta Dental”), a member of the national Delta Dental Plans Association, as of the effective date set forth below.

WHEREAS, Delta Dental is a Michigan nonprofit dental care corporation underwriting, marketing and administering dental benefit plans in the state of Michigan; and WHEREAS, Participating Dentist agrees to provide dental care to Enrollees according to this Agreement; Delta Dental and Dentist agree as follows:

Section A. Definitions

1. “Covered Services” means the dental benefits rendered to an Enrollee for which Delta Dental shall provide coverage and make payment in accordance with the terms of the applicable dental plan.
2. “Contract Year Maximum” means the total dollar amount a dental plan will pay toward the cost of dental care incurred by an Enrollee or Enrollee’s family in the contract year for that dental plan.
3. “Delta Dental” means Delta Dental Plan of Michigan, Inc., a nonprofit dental care corporation providing dental services benefits. Delta Dental is not a commercial insurance company.
4. “Delta Dental Plans Association” or “DDPA” means the national association of Delta Dental Member Companies.
5. “Delta Dental Member Company” or “DDPA Member Company” means a company that is a member of the Delta Dental Plans Association.
6. “Delta Dental Patient Direct” means a discount card program based on the Delta Dental PPO Fee Schedule. This is not insurance.
7. “Enrollee” means a person eligible for dental benefits under any dental plan that is administered or underwritten by Delta Dental or any other DDPA Member Company.
8. “Explanation of Benefit” means the notice provided to the Dentist by Delta Dental detailing Delta Dental’s benefit determinations with respect to the service(s) submitted by the Dentist for payment.
9. “Fee Policy” means Delta Dental’s payment to Participating Dentists which is based on the lesser of:
 - the submitted fee; or
 - the maximum fee under the applicable Fee Schedule that Delta Dental approves for a given procedure in a given region performed under ordinary circumstances for a given specialty.
10. “Fee Schedule” means the table of maximum approved fees, as established by Delta Dental, which Dentist may charge for dental procedures for the applicable dental plan.
11. “Pre-Treatment Estimate” means a voluntary and optional process where Delta Dental issues a written estimate of dental benefits that may be available to an Enrollee for the proposed dental treatment. A request for a Pre-Treatment Estimate is not a claim or a preauthorization, precertification or other reservation of future benefits.
12. “Processing Policies” means the specific guidelines developed by Delta Dental and/or the DDPA which are used to determine the benefits available to an Enrollee.
13. “DeltaUSA Processing Policies” shall mean the Processing Policies specifically developed by DDPA for all DDPA Member Companies.

14. "Specialist" means a dentist who is educationally qualified pursuant to completion of a Commission on Dental Accreditation (CODA) approved program for an American Dental Association-declared specialty, is licensed as a specialist (if required by state law), and is practicing within the scope of his or her declared specialty.

Section B. Participating Dentist Rights and Obligations

1. By signing this Agreement, Dentist agrees to participate in the Delta Dental PPO network in accordance with the terms and conditions herein. Dentist agrees to accept the applicable fee schedule(s) for the Delta Dental PPO network. Dentist agrees that s/he shall be listed as a participating provider in Delta Dental's provider directory at all locations where Dentist performs services pursuant to this Agreement. If Dentist is a Specialist, and Dentist has elected to participate in the Delta Dental PPO network, Dentist also agrees to participate in Delta Dental's EPO network under the PPO Fee Schedule.
2. Dentist agrees to submit all required documentation requested by Delta Dental as part of Delta Dental's credentialing and recredentialing processes. Such information shall be provided in the manner and timeframe requested by Delta Dental. Upon reasonable request, Dentist shall have the right to review any credentialing/recredentialing information supplied to Delta Dental, or obtained or used by Delta Dental in making a credentialing/recredentialing determination.
3. Dentist agrees that by becoming a participating provider with Delta Dental, Dentist shall comply with all Delta Dental and Delta Dental USA Processing Policies, and DDPA, and other DDPA Member Companies' processes and procedures to the extent that Dentist treats a patient who is an Enrollee with another DDPA Member Company. Notwithstanding the foregoing, Dentist understands that his/her participation in any Delta Dental network is determined solely by Delta Dental in accordance with the terms of this Agreement. Neither the DDPA nor any other DDPA Member Company shall have the right to grant, deny, or otherwise make any determinations regarding Dentist's participation in any Delta Dental network.
4. Dentist agrees to schedule and provide dental treatment to Enrollees in accordance with the DDPA Handbook, any applicable Delta Dental provider manuals/handbooks, and all professional standards of care generally accepted by the dental profession.
5. Dentist shall not discriminate or differentiate in the treatment of, charges to, or the quality of services provided to any Enrollee because of race, gender, gender identity, color, age, sex, sexual orientation, religion, national origin, ancestry, disability, handicap, place of residence, health status, or source of payment. Dentist shall contact Delta Dental if an Enrollee requests or requires translation or interpretive services, and such services shall be arranged by Delta Dental at no cost to the Enrollee or Dentist provided Dentist makes such request at least thirty (30) days in advance of the Enrollee's appointment.
6. Dentist agrees to treat Delta Dental Patient Direct discount card holders and charge them according to the published Delta Dental PPO Fee Schedule. No claim forms are required or allowed for any services rendered under this discount card program. Delta Dental Patient Direct discount card holders are responsible for paying the Dentist the total applicable fee at the time of the service according to standard patient billing policies. Dentist will not submit claim forms for or on behalf of Delta Dental Patient Direct discount card holders.
7. Dentist agrees to collect from Enrollees all applicable payments for which the Enrollee is responsible, including but not limited to deductibles, coinsurance, and copayments.

8. If Delta Dental adjusts a claim that has already been paid for any reason, including but not limited to any adjustments made after audit, appeal, reconsideration, or other review, Dentist agrees to refund to Delta Dental any overpayment amounts and will also charge or refund the Enrollee any applicable amounts in accordance with the subsequently issued Explanation of Benefits. If Dentist owes a refund to Delta Dental, Dentist shall not attempt to offset that refund by charging any or all of the refund amount to the Enrollee unless otherwise explicitly permitted in the subsequently issued Explanation of Benefits.
9. Dentist agrees to verify Enrollee's eligibility to receive covered services on the day of treatment and shall be responsible for informing Enrollees of potential risks and/or benefits of recommended treatment and available alternatives prior to rendering any services. **In addition, prior to rendering any non-covered services to any Medicare Advantage or Medicaid Enrollee, Dentist shall be required to inform the Medicare Advantage Enrollee or Medicaid Enrollee of the cost for non-covered services and obtain a signed private pay form from the Medicare Advantage or Medicaid Enrollee.** In the event Dentist does not obtain a signed private pay form from a Medicare Advantage or Medicaid Enrollee prior to providing any non-covered services, Dentist shall not charge such Medicare Advantage or Medicaid Enrollee for the non-covered services performed. Please note, the private pay form must be signed by the Medicare Advantage or Medicaid Enrollee on the day the non-covered services are performed. When a private pay form is used in accordance with this section, Dentist agrees to charge the Medicare Advantage or Medicaid Enrollee the applicable allowed fee for any non-covered services, unless prohibited by applicable state or federal law.
10. Dentist agrees to abide by the following claims submission and payment procedures:
 - a. Except as otherwise provided in Section B.6 regarding Delta Dental Patient Direct discount program members, Dentist shall submit a claim form for all services rendered to Enrollees for which a charge is made to the Enrollee, including those services exceeding the Enrollee's Contract Year Maximum as well as those services which are not covered under the Enrollee's dental plan. This requirement does not apply where an Enrollee has i) paid directly and in full for all services performed; and ii) has instructed Dentist not to provide Delta Dental with information regarding such services.
 - b. Dentist shall use the most recent American Dental Association ("ADA") approved claim form with the ADA CDT codes in effect on the date of service.
 - c. When submitting electronic claims, Dentist shall submit a license number and Type 1 NPI number of the treating dentist on all claim forms, the address of the office where the services were performed and, to the extent applicable, a Type 2 NPI number for the billing facility. When submitting paper claims, Dentist shall submit the license number of the treating dentist on all claim forms, the address of the office where the services were performed and, to the extent it exists, a Type 1 NPI of the treating dentist and/or a Type 2 NPI number for the billing facility.
 - d. Dentist shall not submit a claim form that includes services rendered by another dentist.
 - e. Claims for services may only be submitted on or after the service completion date, and must be submitted not later than twelve (12) months after the date of service (except for Delta Dental Patient Direct enrollees). If Delta Dental denies a service or services on a claim due to late submission, Dentist shall not charge or bill the Enrollee for the amount that Delta Dental would have paid if the claim had been submitted in a timely fashion, provided that the Enrollee advised Dentist of Delta Dental coverage at the time of treatment.
 - f. 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.

- g. Dentist agrees to comply with all Delta Dental and Delta Dental USA Processing Policies. To the extent a Processing Policy is applied to a submitted claim that results in the limiting or denial of payment for a service, or making a service not chargeable to the Enrollee, the applicable Processing Policy will be identified on the Explanation of Benefits to explain the benefit determination. Pre-Treatment Estimates will also identify the Processing Policy applied to the estimate. Delta Dental and Delta Dental USA Processing Policies may be amended from time to time by Delta Dental and/or the DDPA.
- h. Dentist agrees to accept and respond in a thorough and timely manner to all requests for information made by Delta Dental. Unless the request indicates otherwise, Delta Dental requires receipt of a Participating Dentist's response within five (5) calendar days of issuance. If the requested information is not received within five (5) days, Delta Dental may make any determinations and/or take any necessary actions based solely upon the information it had in its possession at the time the initial request for information was sent to the Dentist. Any information submitted by Dentist after the five (5) day deadline will only be considered in Delta Dental's sole discretion.
- i. Dentist agrees to accept payment in accordance with the Delta Dental Fee Policy as payment in full for Covered Services rendered to Enrollees and will hold the Enrollee harmless for the difference between the allowed amount under the applicable Fee Schedule and the submitted fee (or Dentist's customary charges). The foregoing provision does not prohibit Dentist from collecting from an Enrollee the applicable copayment, coinsurance, deductible or other cost share provided under the benefit plan.
- j. Dentist shall not charge an Enrollee any amounts that are in excess of the Fee Policy for any services, even to the extent that services are not covered under an Enrollee's dental plan, and regardless of Dentist's participation status in the Enrollee's dental plan.
- k. Dentist shall charge Enrollees all applicable copayment, coinsurance, deductible and/or other cost share amounts required under the Enrollee's benefit plan, and Dentist shall make all reasonable efforts to collect such amounts from Enrollees.
- l. Fees for services rendered after an Enrollee's Benefit Year Maximum has been reached will also be subject to the Fee Policy.
- m. Dentist may not inflate fees submitted on claim forms to offset discounts offered to Enrollees.
- n. 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. Dentist is responsible for the supervision of any agent, officer, vendor, consultant, or employee who prepares or submits the Dentist's claims or other information and shall be jointly and severally liable for any claim or other statement submitted by such person which contains false or misrepresented information. Claims containing false or misrepresented information will not be chargeable to the Enrollee, and a Dentist who submits, or causes or permits to be submitted, a claim which contains false or misrepresented information 1) shall not be entitled to seek reimbursement for that claim from the Enrollee, and 2) shall not be entitled to reimbursement for that claim pursuant to a re-submission or appeal of said claim.
- o. Dentist authorizes Delta Dental to deduct from any payments due to Dentist or Enrollee any amount determined to be properly due to Delta Dental or Enrollee as a refund of payments incorrectly made to Dentist. Delta Dental will provide an explanation of the incorrect payment at or before the time the deduction is made.

- 11.** Dentist may request a Pre-Treatment Estimate from Delta Dental. A Pre-Treatment Estimate is for informational purposes only and is not required before an Enrollee receives dental care. It is not a prerequisite or condition for approval of future dental benefits payment. The benefits estimate provided on a Pre-Treatment Estimate notice is based on benefits available on the date the notice is issued. Availability of dental benefits at the time of the Enrollee's treatment is dependent upon several factors. These factors include, but are not limited to, the Enrollee's continued eligibility for benefits, available annual or lifetime maximum payments, any coordination of benefits, the Enrollee's plan limitations or changes to the Enrollee's dental treatment or facts as originally presented to Delta Dental. The Pre-Treatment Estimate is not a guarantee of payment.
- 12.** Dentist authorizes Delta Dental to, in its sole discretion and as legally permitted, publish the Dentist's name and other pertinent information regarding hours, access, and services provided in its directory of Participating Dentists. Dentist may promote or publicize his or her participation status under this Agreement, but may not use any logos or trademarks of Delta Dental without Delta Dental's prior written consent. Dentist shall timely notify Delta Dental of any changes to information contained in the Directory, and shall timely respond to all Delta Dental request for updated Directory information.
- 13.** Dentist agrees to comply with Delta Dental's quality assurance processes. Quality assurance processes include, but are not limited to, utilization review policies and findings, pre-payment review, and quality assurance audits. If Dentist fails to comply with any of Delta Dental's quality assurance processes, Delta Dental may terminate this Agreement.
- 14.** Dentist agrees to cooperate fully with any Delta Dental, state or local dental society peer review committee, any independent review organization, and/or any consultant(s) designated by Delta Dental to review dental services provided by Dentist, including but not limited to quality of care. The decision of any such organization, consultant or committee, subject to any applicable appeals process, shall be binding on Dentist and Delta Dental. Dentist shall comply with the payment provisions of any Explanation of Benefits issued as a result of such review.
- 15.** Dentist agrees to maintain professional liability insurance at Dentist's expense in an amount consistent with acceptable dental industry standards for injury or death with policy limits as required by applicable state and/or federal law. Dentist agrees to notify Delta Dental immediately if coverage is cancelled and to provide Delta Dental with evidence of coverage if requested.
- 16.** Dentist agrees to comply with Delta Dental's credentialing and recredentialing processes, and to promptly, and in no case later than 10 days, notify Delta Dental of any changes to any representations made on or in any credentialing or recredentialing forms or information provided to Delta Dental, including but not limited to, successful malpractice actions, a change to the business name, business address, business phone number, business hours, new patient acceptance, type(s) of patients serviced, practice areas, languages spoken, ADA accessibility, tax identification, NPI or social security numbers, the dentists within a group practice, and the effective date of the change(s). Notwithstanding the foregoing, Dentist agrees to notify Delta Dental immediately of a lapse in license or any license actions taken by the state dental board.
- 17.** Dentist shall only treat Enrollees in a hospital if he/she maintains clinical privileges in good standing at the hospital designated as the admitting facility and at the site of delivery for dental care performed by Dentist.
- 18.** Should Delta Dental become insolvent or discontinue operations, or should this Agreement be terminated (except for instances where Delta Dental has terminated this Agreement for cause and elects not to enforce this provision), Dentist agrees to continue to provide covered services to Enrollees to complete dental procedures that were already commenced but not finished prior to the insolvency, discontinuance of operations, or termination of the Agreement. Delta Dental shall reimburse Dentist for all services rendered pursuant to the Fee Policy and Dentist shall accept such payment, together with any authorized coinsurance, deductible, or co-payment, as payment in full.

19. Dentist shall ensure that Covered Services are available during regular business hours for Enrollees and will abide by all applicable appointment wait time standards under federal and/or state law. Emergency services shall be available twenty-four (24) hours per day, seven (7) days per week, including vacations and holidays.
20. Dentist shall have the right to submit complaints, requests for reconsideration, grievances, or other correspondence to Delta Dental in accordance with Delta Dental's policies and procedures.

Section C. Delta Dental Rights and Obligations

1. Delta Dental agrees to make payment to Dentist according to the applicable Fee Schedule and Fee Policy, which Fee Schedule may be amended by Delta Dental at any time.
2. Delta Dental agrees to provide prompt and accurate claims processing in accordance with all applicable state and federal prompt payment laws. As a benefit of entering into this Agreement, Delta Dental shall make payment for all claims submitted on behalf of Enrollees, less any applicable deductibles, copayments and/or coinsurance, directly to Dentist.
3. Delta Dental agrees to provide a prompt response to all inquiries made by Dentist regarding benefit and eligibility information for Enrollees via Delta Dental's self-service tools such as its online portals and Delta Dental's Automated Service Inquiry ("DASI").
4. Delta Dental shall not make any treatment decisions for any Enrollee. Each Dentist is solely responsible for the treatment and/or dental advice provided to the Enrollee, and Delta Dental does not have any liability resulting therefrom. All treatment decisions are made between Dentist and the Enrollee. Notwithstanding the above, Dentists that demonstrate a pattern of rendering unnecessary services to Enrollees, and/or providing services that do not meet the applicable standard of care, may be removed by Delta Dental from any and all networks.
5. Delta Dental has the right to amend, in its sole discretion, Processing Policies, procedures, provider manuals, handbooks, Fee Schedules and quality assurance, credentialing and recredentialing processes.

Section D. Indemnification and Limitation of Liability

1. Each party (the "indemnifying party") shall defend, indemnify, and hold harmless the other party and its employees, officers, directors, or agents (together, the "indemnitees"), from any claims, losses, damages, costs, expenses or liabilities arising out of or related to breach of this Agreement or violation of any applicable state or federal law. A party seeking indemnification shall (i) promptly notify the indemnifying party in writing of the claim, suit or proceeding for which indemnification is sought; (ii) permit the indemnifying party to control the defense or settlement of the claim, suit or proceeding; (iii) reasonably cooperate with the indemnifying party (at the indemnifying party's expense); and (iv) have the right to provide for its separate defense at its own expense. In no event, shall the indemnifying party settle a claim, suit or proceeding without first obtaining the written consent of the indemnitee, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, it shall be per se reasonable for an indemnified party to refuse to consent to a proposed settlement on the ground that it would require the indemnified party to admit wrongdoing or agree to relief beyond the payment of money. Any release obtained as a result of settlement must contain a release of all claims against the indemnified party as well as its officers, directors and employees.
2. To the extent not prohibited by law, in no event shall Delta Dental be liable for any incidental, special, indirect, consequential or punitive damages whatsoever, including without limitation, damages for lost profits, loss of or disclosure of data, business interruption or any other commercial damages or losses arising out of or related to Dentist's participation in Delta Dental's network, however caused, regardless of the theory or liability (whether in contract, tort, strict liability, or otherwise), and even if Delta Dental has been advised of the possibility of such damages. The foregoing limitations will apply even if the remedy fails of its essential purpose.

Section E. Regulatory and Other Requirements

1. Dentist agrees to be lawfully licensed in the state(s) in which s/he practices and to comply with all applicable Medicare Advantage, Medicaid, Affordable Care Act ("ACA") and/or contractual requirements, as well as any other applicable state and federal laws and regulations, as may be amended from time to time, including, without limitation: (1) applicable provisions of federal criminal law, (2) the False Claims Act (31 U.S.C 3729, et. seq.), (3) the anti-kickback statute (section 1128B(b) of the Social Security Act), (4) the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") administrative simplification rules at 45 CFR parts 160, 162, and 164; (5) Title VI of the Civil Rights Act of 1964, (6) the Age Discrimination Act of 1975, (7) the Americans with Disabilities Act, (8) the Rehabilitation Act of 1973; (9) Section 1557 of the Affordable Care Act; and (10) any reporting

requirements to Centers for Medicare and Medicaid Services ("CMS") under 42 C.F.R. § 422.310, to the extent applicable. [42 C.F.R. § 422.504 (i)(4)(v)]

2. Dentist acknowledges that Delta Dental maintains its networks in accordance with Medicare Advantage and/or Medicaid rules and regulations, as applicable, and therefore Delta Dental, its health partners, Michigan Department of Health and Human Services ("MDHHS"), and/or CMS have the responsibility of monitoring Dentist's obligations under this Agreement. Both parties acknowledge that if any of the entities listed above determine that Dentist is not in compliance with any of its duties under this Agreement, then this Agreement may be terminated in whole or in part to ensure compliance with all applicable laws. [42 C.F.R. § 422.504 (i)(4) and (5)]
3. Delta Dental will make available to Dentist, and Dentist agrees to comply with, any applicable policies and procedures relating to its Medicare Advantage, Medicaid, ACA and commercial plans, as well as Delta Dental's Compliance Plan and Cultural Competency Program, both located at <http://www.deltadentalmi.com/Dentists/Dental-Office-Resources.aspx>. In addition, Dentist agrees to complete on an annual basis Delta Dental's Fraud, Waste and Abuse & Compliance Trainings (located at www.deltadentalmi.com/CMScompliance), as well as any other training that may be required, and complete and return any requested compliance attestations. Dentist agrees to report any actual or suspected compliance, fraud, waste or abuse concerns to Delta Dental.
4. In addition to obligations in Section G, Dentist will comply with all applicable federal and state laws regarding confidentiality and disclosure of medical records, or other health and enrollment information. Dentist shall: a) ensure that medical information is released only in accordance with applicable federal or state law, or pursuant to court orders or subpoenas, b) maintain records and information in an accurate and timely manner, and c) ensure Enrollees have timely access to their records and information. Dentist shall safeguard Enrollees' privacy and confidentiality and ensure the accuracy of Enrollees's health records. Dentist further agrees to safeguard the privacy of any information that identifies a particular Enrollee and have procedures that specify: (i) for what purposes the Enrollee's information may be used within the Dentist's organization; and (ii) to whom and for what purposes such information may be disclosed outside the Dentist's organization. [42 C.F.R. §§ 422.504(a)(13), 422.504(l)(3), and 422.118]
5. Dentist agrees to maintain complete and accurate records, books, documents and papers regarding any treatment provided and/or charges made to Enrollees, and/or any charges, claims, communications, appeals, correspondence, or other documentation provided or made to Delta Dental or any of its health partners, MDHHS, CMS, HHS or the Comptroller General ("Records") in accordance with all applicable state and federal laws as well as dental profession standards. Dentist agrees to maintain Records for a period of at least 10 years from the last date of treatment and/or date of issuance of the record, whichever is later. Upon request by Delta Dental, Delta Dental's health partners, MDHHS, CMS, HHS, the Comptroller General, or their designees, Dentist shall provide timely access to Records. Dentist understands that by participating in this network, these entities or individuals have the right to audit, evaluate, and inspect Dentist's books, contracts, computers or other electronic systems, including but not limited to medical records and documentation. Dentist agrees to fully cooperate with any such audits or document requests. [42 C.F.R. §§ 422.504(i)(2)(i) and (ii)]

6. Dentist agrees to provide Delta Dental with all information and data necessary for Delta Dental to meet its reporting requirements under any applicable Medicare, Medicaid, or ACA or commercial plan, including any reports on complaints or grievances. Dentist shall certify the accuracy, completeness, and truthfulness of all information submitted to Delta Dental.
7. Dentist agrees that in no event (including but not limited to nonpayment by Delta Dental, insolvency by Delta Dental, or breach of this Agreement), shall the Dentist bill, charge, collect a deposit from, seek payment or reimbursement from, or have any recourse against an Enrollee, or person acting on behalf of the Enrollee, for Covered Services provided pursuant to this Agreement. This does not prohibit the Dentist from collecting co-insurance, deductibles, or copayments as specifically provided for in the Enrollee's Dental Benefits Handbook, Certificate, and/or Summary of Dental Plan Benefits. Further, Dentist shall not hold an Enrollee liable for any payment or fees that are the legal obligation of Delta Dental. [42 C.F.R. §§ 422.504(i)(3)(i) and 422.504(g)(1)(i)]
8. Dentist agrees that he or she is qualified to participate in the Medicare or Medicaid plans under which Dentist is treating Enrollees and will provide services in accordance with applicable Medicare/Medicaid laws. Dentist certifies that he or she has not opted-out of or is otherwise excluded from participation in Medicare or Medicaid, and is not under investigation for a crime involving fraud or dishonesty. Further, Dentist agrees that he or she does not have any current or pending state or federal sanctions against him or her and that he/she is not on the Medicare Preclusion List.

Section F. Term and Termination

1. The term of this Agreement begins on the Effective Date provided by Delta Dental to Dentist following acceptance of the Dentist into the provider network(s) and execution of the Agreement by Delta Dental, and remains effective until otherwise terminated as provided herein (the "Term").
2. Subject to paragraph 6 below, this Agreement may be terminated by Delta Dental or Dentist with cause upon a minimum of ten (10) days written notice (except for terminations due to patient safety or fraud which may be immediate), or without cause upon sixty (60) days written notice. This shall include the right for Delta Dental, at its sole option, to terminate Dentist at any or all physical locations from which Dentist provides services.
3. Dentist agrees that non-compliance with any part of this Agreement may result in termination. In accordance with paragraph F(2) above, Delta Dental will send Dentist advance notice of the effective date of termination. In Delta Dental's sole discretion, the notice may state when or if the Dentist can reapply for participating status and any conditions the Dentist must meet before he or she can reapply. Dentist has no right to appeal Delta Dental's determination in the event that Dentist loses his or her state dental license, or in the event that Delta Dental terminates this Agreement without cause.
4. Dentist may appeal a with cause termination decision by Delta Dental within thirty (30) days of the notice of termination. Dentist agrees to submit this 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. Dentist agrees that Delta Dental and Dentist will share and divide equally the fees of all arbitrators assigned by the American Arbitration Association to hear the dispute. All other costs and fees, including but not limited to, filing fees and attorney fees and costs, shall be borne by the party incurring such costs and fees. In the event Dentist does not appeal his or her termination decision within thirty (30) days, Dentist waives any right to appeal. The termination will be suspended pending the outcome of a timely appeal except in terminations due to patient safety or fraud.

5. A Dentist found to be in noncompliance with this Agreement may be terminated from the network for cause. In lieu of termination, or in addition to termination, a Dentist in non-compliance may be sanctioned in one or more of the following manners:
 - a. Dentist may be required to refund all amounts determined to be due and owing to Delta Dental and/or any Enrollees; and/or
 - b. Dentist may be required to submit to periodic audits or participate in additional training.

If this Agreement is terminated and a refund has been requested by Delta Dental, or other action has been requested by Delta Dental as a sanction Dentist shall not be eligible for reinstatement until the refund(s) is/are made and/or the other required action(s) has/have been completed to Delta Dental's satisfaction.

6. The terms of this Agreement shall be applicable to any actions performed or services rendered by Dentist prior to any voluntary or involuntary termination of Dentist's participating status. Furthermore, in the event Dentist has begun treatment of any Enrollee prior to the termination of this Agreement, Dentist agrees that the terms of this Agreement shall continue until such treatment is complete and Delta Dental's payment for such service has been made. Dentist is required to notify the affected Enrollee of the termination of this Agreement.
7. Dentist agrees that, in addition to the remedies above, Delta Dental may immediately suspend or terminate this Agreement in the event:
 - a. Dentist's license to practice dentistry in the State of Michigan is suspended or revoked;
 - b. Dentist has any limitations or restrictions placed upon his or her dental license;
 - c. Any restrictions are placed upon Dentist's ability to receive payments from a Medicare Advantage or Medicaid plan (e.g. Dentist opts out, is excluded, or is placed on the Preclusion List);
 - d. Dentist's Drug Enforcement Administration license is restricted, suspended, or revoked;
 - e. Dentist has been convicted of a felony within the last five (5) years;
 - f. Delta Dental receives notice of an allegation, claim, or other information suggesting that the Dentist's actions are jeopardizing or may jeopardize the well-being of any of his or her patients; or
 - g. Any other determination by a regulatory agency, board or other professional organization which limits Dentist's ability to practice or provide services as contemplated under this Agreement.

Delta Dental shall promptly notify Dentist of any such termination.

In addition, if the Agreement is terminated under Section 7(c) above, any payments made by Delta Dental to Dentist for services rendered to Medicare Advantage and Medicaid Enrollees on and after the date Dentist is no longer eligible to receive payment for Medicare or Medicaid Services shall be returned by Dentist to Delta Dental.

Section G. Confidentiality.

1. The parties acknowledge that in the course of performing under this Agreement each party may be provided with or given access to information, in oral, recorded or written form, that is proprietary and confidential to the other party (collectively referred to as the "Confidential Information"). Such Confidential Information includes, but is not limited to, information regarding the other party's management, business, organizational structure, policies, procedures, business relationships, intellectual property, copyrights, patents, trademarks, software, data, databases, system designs, specifications, documentation, code, claims logic, architecture, structure, algorithms, techniques, processes, protocols, product materials, notes, slides ideas, quality assurance programs, fee schedules, and processing policies.
2. The term "Confidential Information" as used herein shall not include, and neither Party shall have any obligations of confidentiality with respect to, information that is:
 - a. In, or comes into, the public domain, except as a result of a breach of this provision;
 - b. Received by either Party from a third party with whom there is no obligation of confidentiality;
 - c. Required to be disclosed by either Party under operation of law; or
 - d. Approved in advance in writing for disclosure by the owner of the Confidential Information.

3. Unless otherwise set forth in this Agreement, each Party shall hold in strict confidence and trust the other Party's ("Disclosing Party") Confidential Information and shall not disclose, sell, rent or otherwise provide or transfer, directly or indirectly, any Confidential Information or anything related to the Confidential Information to any person or entity without the prior written consent of the Disclosing Party. Notwithstanding the preceding sentence, the Party receiving Confidential Information ("Receiving Party") may disclose Confidential Information to its representatives, counsel, shareholders, directors, officers, employees, agents or consultants ("Representatives") who need to know such information in order to enable the Receiving Party to perform its obligations hereunder. The Receiving Party and its Representatives shall use the Disclosing Party's Confidential Information only in connection with the performance of the Receiving Party's obligations hereunder.

The Receiving Party shall require any of its Representatives who obtain the Disclosing Party's Confidential Information to comply with this Agreement and shall be responsible for any breach of this Agreement by such Representatives.

4. It is understood and agreed that in the event of a breach of this Section, damages are deemed not to be an adequate remedy, that irreparable harm is immediate and imminent, that the owner of the Confidential Information shall automatically be entitled to seek injunctive relief to restrain any such breach, threatened or actual, and that the equities of such an injunction tip decidedly in favor of the owner of the Confidential Information.
5. Notwithstanding the foregoing, certain Dentist information may be provided to third parties, including groups, customers, agents, regulatory agencies, third-party vendors, brokers, and/or consultants for the purposes of conducting Delta Dental's ordinary business operations. Such information shall be disclosed in accordance with all applicable federal and/or state laws and regulations.

Section H. Miscellaneous Provisions

1. Dentist may not assign this Agreement or any rights under this Agreement to any other party without the written consent of Delta Dental. In order to comply with state, federal or contractual requirement, Delta Dental may make other entities third-party beneficiaries to this Agreement, including but not limited to Delta Dental's clients, Medicare Advantage partners, Medicaid partners, and/or other DDPA Member Companies.
2. This Agreement is non-exclusive. Delta Dental may enter into similar agreements with other dentists, and Dentist may enter into similar agreements with other parties.
3. Dentist is an independent contractor and is not an agent of Delta Dental.
4. If necessary to comply with changes in the laws or regulations, or upon the request of a regulatory body, Delta Dental may unilaterally amend this Agreement, and or its policies and procedures. Delta Dental will use its best efforts to provide written or electronic notice to Participating Dentist at least thirty (30) days in advance of the effective date of the change unless a shorter or longer time frame is required under applicable state or federal law. Unless otherwise required by federal or state regulatory authorities, the signature of Dentist will not be required for any such amendment.
5. If any provision under this Agreement is or becomes contrary to applicable law, the provision shall be construed in accordance with applicable law but as closely to the parties' original intent as possible. All other terms of this Agreement shall remain in full force and effect.
6. All notices and documents shall be given or addressed to Dentist at the last known address on file.

7. Dentist shall submit all claims, notices and documents to Delta Dental at the following addresses:

- **Claims and Pre-Treatment Estimates:**

Delta Dental
Attn: Customer Service
P.O. Box 9085
Farmington Hills, MI 48333-9085.

Dentist may also call 1-800-524-0149 for member eligibility, benefits information and claims inquiries.

- **Credentialing questions, dentist directory information, or other questions about this Agreement:**

Delta Dental
Attn: Provider Records
P.O. Box 30416
Lansing, MI 48909-7916
providerrequests@deltadentalmi.com

- **Requests for reconsideration:**

For commercial claims:
Customer Service
P.O. Box 9089
Farmington Hills, MI 48333-9089

For Medicare/Medicaid claims:
Customer Service
P.O. Box 9230
Farmington Hills, MI 48333-9230

- **Legal notices required by this Agreement:**

Delta Dental
Attn: Provider Records
P.O. Box 30416
Lansing, MI 48909-7916

with a copy to:

Delta Dental
Attn: Legal Department
4100 Okemos Road
Okemos, MI 48864

8. This Agreement shall be governed and construed in accordance with the laws of the state of Michigan, without regard to its rules regarding conflicts of laws. Any suit or proceeding under this Agreement shall be brought in the applicable court(s) in Ingham County, Michigan, or the U.S. District Court for the Western District of Michigan.

Dentist agrees that this Agreement may otherwise be supplemented or amended from time to time by Delta Dental, and that all such changes or amendments may be published on Delta Dental's website with notice given to Dentist. The most recent version or amended version of this Agreement, Delta Dental's Processing Policies, and attached forms shall govern the obligations of Delta Dental and Participating Dentist regardless the version signed and submitted to Delta Dental by Dentist.

I hereby apply to Delta Dental to become a Participating Dentist in the Delta Dental PPO network (and/or Delta Dental EPO for a Specialist only). If I am a Specialist, I acknowledge and agree that I will participate in the Delta Dental EPO program. I understand and agree that submission of this Agreement grants me no rights or privileges of participation until such time as I receive written notification from Delta Dental stating that I have been accepted as a Participating Dentist and providing an Effective Date of this Agreement.

Name of Dentist (Print)

Tax Identification Number (TIN): _____

Original Signature

Date:

Delta Dental shall provide written notice to Dentist of Delta Dental's acceptance and effective date of this Agreement.

Address: List only those locations at which you will treat Delta Dental Enrollees under this Agreement. List any additional locations on the next page. If there are more than three locations, please attach an additional page. Whenever notification is received by Delta Dental that the business/clinic's address has changed, the change of address shall also apply to this Agreement.

Please indicate below if your facility is:

Location 1.

Practice Name: _____

Complete Address: _____

Telephone Number: () - Ext _____

Federally Qualified Health Center	Rural Health Clinic	Mobile Dental Facility	Tribal Health Center
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<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Location 2.

Practice Name: _____

Complete Address: _____

Telephone Number: () - Ext _____

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Location 3.

Practice Name: _____

Complete Address: _____

Telephone Number: () - Ext _____

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Please complete in its entirety and retain a copy for your files. Delta Dental will provide written notice to you of your application status. The acceptance or denial of your application is at the sole discretion of Delta Dental.



Michigan Delta Dental EPO™ Agreement Forms

Return to Delta Dental

Delta Dental EPO™ Network Participation Agreement

This agreement (“Agreement”) is made by and between _____ (“Dentist” or “Participating Dentist”) and Delta Dental Plan of Michigan, Inc. (“Delta Dental”), a member of the national Delta Dental Plans Association, as of the effective date set forth below.

WHEREAS, Delta Dental is a Michigan nonprofit dental care corporation underwriting, marketing and administering dental benefit plans in the state of Michigan; and

WHEREAS, Participating Dentist agrees to provide dental care to Enrollees according to this Agreement; Delta Dental and Dentist agree as follows:

Section A. Definitions

1. “Covered Services” means the dental benefits rendered to an Enrollee for which Delta Dental shall provide coverage and make payment in accordance with the terms of the applicable dental plan.
2. “Contract Year Maximum” means the total dollar amount a dental plan will pay toward the cost of dental care incurred by an Enrollee or Enrollee’s family in the contract year for that dental plan.
3. “Delta Dental” means Delta Dental Plan of Michigan, Inc., a nonprofit dental care corporation providing dental services benefits. Delta Dental is not a commercial insurance company.
4. “Delta Dental Plans Association” or “DDPA” means the national association of Delta Dental Member Companies.
5. “Delta Dental Member Company” or “DDPA Member Company” means a company that is a member of the Delta Dental Plans Association.
6. “Enrollee” means a person eligible for dental benefits under any dental plan that is administered or underwritten by Delta Dental or any other DDPA Member Company.
7. “Explanation of Benefit” means the notice provided to the Dentist by Delta Dental detailing Delta Dental’s benefit determinations with respect to the service(s) submitted by the Dentist for payment.
8. “Fee Policy” means Delta Dental’s payment to Participating Dentists which is based on the lesser of:
 - the submitted fee; or
 - the maximum fee under the applicable Fee Schedule that Delta Dental approves for a given procedure in a given region performed under ordinary circumstances for a given specialty.
9. “Fee Schedule” means the table of maximum approved fees, as established by Delta Dental, which Dentist may charge for dental procedures for the applicable dental plan.
10. “Pre-Treatment Estimate” means a voluntary and optional process where Delta Dental issues a written estimate of dental benefits that may be available to an Enrollee for the proposed dental treatment. A request for a Pre-Treatment Estimate is not a claim or a preauthorization, precertification or other reservation of future benefits.
11. “Processing Policies” means the specific guidelines developed by Delta Dental and/or the DDPA which are used to determine the benefits available to an Enrollee.
12. “DeltaUSA Processing Policies” shall mean the Processing Policies specifically developed by DDPA for all DDPA Member Companies.

13. "Specialist" means a dentist who is educationally qualified pursuant to completion of a Commission on Dental Accreditation (CODA) approved program for an American Dental Association-declared specialty, is licensed as a specialist (if required by state law), and is practicing within the scope of his or her declared specialty.

Section B. Participating Dentist Rights and Obligations

1. By signing this Agreement, Dentist agrees to participate in the Delta Dental EPO network in accordance with the terms and conditions herein. Dentist agrees to accept the applicable fee schedule(s) for the Delta Dental EPO network. Dentist agrees that s/he shall be listed as a participating provider in Delta Dental's provider directory at all locations where Dentist performs services pursuant to this Agreement.
2. Dentist agrees to submit all required documentation requested by Delta Dental as part of Delta Dental's credentialing and recredentialing processes. Such information shall be provided in the manner and timeframe requested by Delta Dental. Upon reasonable request, Dentist shall have the right to review any credentialing/rec credentialing information supplied to Delta Dental, or obtained or used by Delta Dental in making a credentialing/rec credentialing determination.
3. Dentist agrees that by becoming a participating provider with Delta Dental, Dentist shall comply with all Delta Dental and Delta Dental USA Processing Policies, and DDPA, and other DDPA Member Companies' processes and procedures to the extent that Dentist treats a patient who is an Enrollee with another DDPA Member Company. Notwithstanding the foregoing, Dentist understands that his/her participation in any Delta Dental network is determined solely by Delta Dental in accordance with the terms of this Agreement. Neither the DDPA nor any other DDPA Member Company shall have the right to grant, deny, or otherwise make any determinations regarding Dentist's participation in any Delta Dental network.
4. Dentist agrees to schedule and provide dental treatment to Enrollees in accordance with the DDPA Handbook, any applicable Delta Dental provider manuals/handbooks, and all professional standards of care generally accepted by the dental profession.
5. Dentist shall not discriminate or differentiate in the treatment of, charges to, or the quality of services provided to any Enrollee because of race, gender, gender identity, color, age, sex, sexual orientation, religion, national origin, ancestry, disability, handicap, place of residence, health status, or source of payment. Dentist shall contact Delta Dental if an Enrollee requests or requires translation or interpretive services, and such services shall be arranged by Delta Dental at no cost to the Enrollee or Dentist provided Dentist makes such request at least thirty (30) days in advance of the Enrollee's appointment.
6. Dentist agrees to refer Enrollees for dental specialty care, if necessary, to a Specialist that participates in the Delta Dental EPO network. If there is no Specialist that participates in the Delta Dental EPO network located within 35 miles of the Enrollee's residence, Dentist should refer the Enrollee to a Specialist who participates in the Delta Dental PPOSM network.
7. Dentist agrees to collect from Enrollees all applicable payments for which the Enrollee is responsible, including but not limited to deductibles, coinsurance, and copayments.
8. If Delta Dental adjusts a claim that has already been paid for any reason, including but not limited to any adjustments made after audit, appeal, reconsideration, or other review, Dentist agrees to refund to Delta Dental any overpayment amounts and will also charge or refund the Enrollee any applicable amounts in accordance with the subsequently issued Explanation of Benefits. If Dentist owes a refund to Delta Dental, Dentist shall not attempt to offset that refund by charging any or all of the refund amount to the Enrollee unless otherwise explicitly permitted in the subsequently issued Explanation of Benefits.

9. Dentist agrees to verify Enrollee's eligibility to receive covered services on the day of treatment and shall be responsible for informing Enrollees of potential risks and/or benefits of recommended treatment and available alternatives prior to rendering any services. **In addition, prior to rendering any noncovered services to any Medicare Advantage or Medicaid Enrollee, Dentist shall be required to inform the Medicare Advantage Enrollee or Medicaid Enrollee of the cost for noncovered services and obtain a signed private pay form from the Medicare Advantage or Medicaid Enrollee.** In the event Dentist does not obtain a signed private pay form from a Medicare Advantage or Medicaid Enrollee prior to providing any noncovered services, Dentist shall not charge such Medicare Advantage or Medicaid Enrollee for the noncovered services performed. Please note, the private pay form must be signed by the Medicare Advantage or Medicaid Enrollee on the day the noncovered services are performed. When a private pay form is used in accordance with this section, Dentist agrees to charge the Medicare Advantage or Medicaid Enrollee the applicable allowed fee for any noncovered services, unless prohibited by applicable state or federal law.
10. Dentist agrees to abide by the following claims submission and payment procedures:
- a. Dentist shall submit a claim form for all services rendered to Enrollees for which a charge is made to the Enrollee, including those services exceeding the Enrollee's Contract Year Maximum as well as those services which are not covered under the Enrollee's dental plan. This requirement does not apply where an Enrollee has i) paid directly and in full for all services performed; and ii) has instructed Dentist not to provide Delta Dental with information regarding such services.
 - b. Dentist shall use the most recent American Dental Association ("ADA") approved claim form with the ADA CDT codes in effect on the date of service.
 - c. When submitting electronic claims, Dentist shall submit a license number and Type 1 NPI number of the treating dentist on all claim forms, the address of the office where the services were performed and, to the extent applicable, a Type 2 NPI number for the billing facility. When submitting paper claims, Dentist shall submit the license number of the treating dentist on all claim forms, the address of the office where the services were performed and, to the extent it exists, a Type 1 NPI of the treating dentist and/or a Type 2 NPI number for the billing facility.
 - d. Dentist shall not submit a claim form that includes services rendered by another dentist.
 - e. Claims for services may only be submitted on or after the service completion date, and must be submitted not later than twelve (12) months after the date of service. If Delta Dental denies a service or services on a claim due to late submission, Dentist shall not charge or bill the Enrollee for the amount that Delta Dental would have paid if the claim had been submitted in a timely fashion, provided that the Enrollee advised Dentist of Delta Dental coverage at the time of treatment.
 - f. 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.
 - g. Dentist agrees to comply with all Delta Dental and Delta Dental USA Processing Policies. To the extent a Processing Policy is applied to a submitted claim that results in the limiting or denial of payment for a service, or making a service not chargeable to the Enrollee, the applicable Processing Policy will be identified on the Explanation of Benefits to explain the benefit determination.

Pre-Treatment Estimates will also identify the Processing Policy applied to the estimate. Delta Dental and Delta Dental USA Processing Policies may be amended from time to time by Delta Dental and/or the DDPA.

- h. Dentist agrees to accept and respond in a thorough and timely manner to all requests for information made by Delta Dental. Unless the request indicates otherwise, Delta Dental requires receipt of a Participating Dentist's response within five (5) calendar days of issuance. If the requested information is not received within five (5) days, Delta Dental may make any determinations and/or take any necessary actions based solely upon the information it had in its possession at the time the initial request for information was sent to the Dentist. Any information submitted by Dentist after the five (5) day deadline will only be considered in Delta Dental's sole discretion.
 - i. Dentist agrees to accept payment in accordance with the Delta Dental Fee Policy as payment in full for Covered Services rendered to Enrollees and will hold the Enrollee harmless for the difference between the allowed amount under the applicable Fee Schedule and the submitted fee (or Dentist's customary charges). The foregoing provision does not prohibit Dentist from collecting from an Enrollee the applicable copayment, coinsurance, deductible or other cost share provided under the benefit plan.
 - j. Dentist shall not charge an Enrollee any amounts that are in excess of the Fee Policy for any services, even to the extent that services are not covered under an Enrollee's dental plan, and regardless of Dentist's participation status in the Enrollee's dental plan.
 - k. Dentist shall charge Enrollees all applicable copayment, coinsurance, deductible and/or other cost share amounts required under the Enrollee's benefit plan, and Dentist shall make all reasonable efforts to collect such amounts from Enrollees.
 - l. Fees for services rendered after an Enrollee's Benefit Year Maximum has been reached will also be subject to the Fee Policy.
 - m. Dentist may not inflate fees submitted on claim forms to offset discounts offered to Enrollees.
 - n. 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. Dentist is responsible for the supervision of any agent, officer, vendor, consultant, or employee who prepares or submits the Dentist's claims or other information and shall be jointly and severally liable for any claim or other statement submitted by such person which contains false or misrepresented information. Claims containing false or misrepresented information will not be chargeable to the Enrollee, and a Dentist who submits, or causes or permits to be submitted, a claim which contains false or misrepresented information 1) shall not be entitled to seek reimbursement for that claim from the Enrollee, and 2) shall not be entitled to reimbursement for that claim pursuant to a re-submission or appeal of said claim.
 - o. Dentist authorizes Delta Dental to deduct from any payments due to Dentist or Enrollee any amount determined to be properly due to Delta Dental or Enrollee as a refund of payments incorrectly made to Dentist. Delta Dental will provide an explanation of the incorrect payment at or before the time the deduction is made.
- 11.** Dentist may request a Pre-Treatment Estimate from Delta Dental. A Pre-Treatment Estimate is for informational purposes only and is not required before an Enrollee receives dental care. It is not a prerequisite or condition for approval of future dental benefits payment. The benefits estimate provided on a Pre-Treatment Estimate notice is based on benefits available on the date the notice is issued. Availability of dental benefits at the time of the Enrollee's treatment is dependent upon several factors.

These factors include, but are not limited to, the Enrollee's continued eligibility for benefits, available annual or lifetime maximum payments, any coordination of benefits, the Enrollee's plan limitations or changes to the Enrollee's dental treatment or facts as originally presented to Delta Dental. The Pre-Treatment Estimate is not a guarantee of payment.

- 12.** Dentist authorizes Delta Dental to, in its sole discretion and as legally permitted, publish the Dentist's name and other pertinent information regarding hours, access, and services provided in its directory of Participating Dentists. Dentist may promote or publicize his or her participation status under this Agreement, but may not use any logos or trademarks of Delta Dental without Delta Dental's prior written consent. Dentist shall timely notify Delta Dental of any changes to information contained in the Directory, and shall timely respond to all Delta Dental request for updated Directory information.
- 13.** Dentist agrees to comply with Delta Dental's quality assurance processes. Quality assurance processes include, but are not limited to, utilization review policies and findings, pre-payment review, and quality assurance audits. If Dentist fails to comply with any of Delta Dental's quality assurance processes, Delta Dental may terminate this Agreement.
- 14.** Dentist agrees to cooperate fully with any Delta Dental, state or local dental society peer review committee, any independent review organization, and/or any consultant(s) designated by Delta Dental to review dental services provided by Dentist, including but not limited to quality of care. The decision of any such organization, consultant or committee, subject to any applicable appeals process, shall be binding on Dentist and Delta Dental. Dentist shall comply with the payment provisions of any Explanation of Benefits issued as a result of such review.
- 15.** Dentist agrees to maintain professional liability insurance at Dentist's expense in an amount consistent with acceptable dental industry standards for injury or death with policy limits as required by applicable state and/or federal law. Dentist agrees to notify Delta Dental immediately if coverage is cancelled and to provide Delta Dental with evidence of coverage if requested.
- 16.** Dentist agrees to comply with Delta Dental's credentialing and recredentialing processes, and to promptly, and in no case later than 10 days, notify Delta Dental of any changes to any representations made on or in any credentialing or recredentialing forms or information provided to Delta Dental, including but not limited to, successful malpractice actions, a change to the business name, business address, business phone number, business hours, new patient acceptance, type(s) of patients serviced, practice areas, languages spoken, ADA accessibility, tax identification, NPI or social security numbers, the dentists within a group practice, and the effective date of the change(s). Notwithstanding the foregoing, Dentist agrees to notify Delta Dental immediately of a lapse in license or any license actions taken by the state dental board.
- 17.** Dentist shall only treat Enrollees in a hospital if he/she maintains clinical privileges in good standing at the hospital designated as the admitting facility and at the site of delivery for dental care performed by Dentist.
- 18.** Should Delta Dental become insolvent or discontinue operations, or should this Agreement be terminated (except for instances where Delta Dental has terminated this Agreement for cause and elects not to enforce this provision), Dentist agrees to continue to provide covered services to Enrollees to complete dental procedures that were already commenced but not finished prior to the insolvency, discontinuance of operations, or termination of the Agreement. Delta Dental shall reimburse Dentist for all services rendered pursuant to the Fee Policy and Dentist shall accept such payment, together with any authorized coinsurance, deductible, or co-payment, as payment in full.
- 19.** Dentist shall ensure that Covered Services are available during regular business hours for Enrollees and will abide by all applicable appointment wait time standards under federal and/or state law. Emergency services shall be available twenty-four (24) hours per day, seven (7) days per week, including vacations and holidays.
- 20.** Dentist shall have the right to submit complaints, requests for reconsideration, grievances, or other correspondence to Delta Dental in accordance with Delta Dental's policies and procedures.

Section C. Delta Dental Rights and Obligations

1. Delta Dental agrees to make payment to Dentist according to the applicable Fee Schedule and Fee Policy, which Fee Schedule may be amended by Delta Dental at any time.
2. Delta Dental agrees to provide prompt and accurate claims processing in accordance with all applicable state and federal prompt payment laws. As a benefit of entering into this Agreement, Delta Dental shall make payment for all claims submitted on behalf of Enrollees, less any applicable deductibles, copayments and/or coinsurance, directly to Dentist.
3. Delta Dental agrees to provide a prompt response to all inquiries made by Dentist regarding benefit and eligibility information for Enrollees via Delta Dental's self-service tools such as its online portals and Delta Dental's Automated Service Inquiry ("DASI").
4. Delta Dental shall not make any treatment decisions for any Enrollee. Each Dentist is solely responsible for the treatment and/or dental advice provided to the Enrollee, and Delta Dental does not have any liability resulting therefrom. All treatment decisions are made between Dentist and the Enrollee. Notwithstanding the above, Dentists that demonstrate a pattern of rendering unnecessary services to Enrollees, and/or providing services that do not meet the applicable standard of care, may be removed by Delta Dental from any and all networks.
5. Delta Dental has the right to amend, in its sole discretion, Processing Policies, procedures, provider manuals, handbooks, Fee Schedules and quality assurance, credentialing and recredentialing processes.

Section D. Indemnification and Limitation of Liability

1. Each party (the "indemnifying party") shall defend, indemnify, and hold harmless the other party and its employees, officers, directors, or agents (together, the "indemnitees"), from any claims, losses, damages, costs, expenses or liabilities arising out of or related to breach of this Agreement or violation of any applicable state or federal law. A party seeking indemnification shall (i) promptly notify the indemnifying party in writing of the claim, suit or proceeding for which indemnification is sought; (ii) permit the indemnifying party to control the defense or settlement of the claim, suit or proceeding; (iii) reasonably cooperate with the indemnifying party (at the indemnifying party's expense); and (iv) have the right to provide for its separate defense at its own expense. In no event, shall the indemnifying party settle a claim, suit or proceeding without first obtaining the written consent of the indemnitee, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, it shall be per se reasonable for an indemnified party to refuse to consent to a proposed settlement on the ground that it would require the indemnified party to admit wrongdoing or agree to relief beyond the payment of money. Any release obtained as a result of settlement must contain a release of all claims against the indemnified party as well as its officers, directors and employees.
2. To the extent not prohibited by law, in no event shall Delta Dental be liable for any incidental, special, indirect, consequential or punitive damages whatsoever, including without limitation, damages for lost profits, loss of or disclosure of data, business interruption or any other commercial damages or losses arising out of or related to Dentist's participation in Delta Dental's network, however caused, regardless of the theory or liability (whether in contract, tort, strict liability, or otherwise), and even if Delta Dental has been advised of the possibility of such damages. The foregoing limitations will apply even if the remedy fails of its essential purpose.

Section E. Regulatory and Other Requirements

1. Dentist agrees to be lawfully licensed in the state(s) in which s/he practices and to comply with all applicable Medicare Advantage, Medicaid, Affordable Care Act (“ACA”) and/or contractual requirements, as well as any other applicable state and federal laws and regulations, as may be amended from time to time, including, without limitation: (1) applicable provisions of federal criminal law, (2) the False Claims Act (31 U.S.C 3729, et. seq.), (3) the anti-kickback statute (section 1128B(b) of the Social Security Act), (4) the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) administrative simplification rules at 45 CFR parts 160, 162, and 164; (5) Title VI of the Civil Rights Act of 1964, (6) the Age Discrimination Act of 1975, (7) the Americans with Disabilities Act, (8) the Rehabilitation Act of 1973; (9) Section 1557 of the Affordable Care Act; and (10) any reporting requirements to Centers for Medicare and Medicaid Services (“CMS”) under 42 C.F.R. § 422.310, to the extent applicable. [42 C.F.R. § 422.504 (i)(4)(v)]
2. Dentist acknowledges that Delta Dental maintains its networks in accordance with Medicare Advantage and/or Medicaid rules and regulations, as applicable, and therefore Delta Dental, its health partners, Michigan Department of Health and Human Services (“MDHHS”), and/or CMS have the responsibility of monitoring Dentist’s obligations under this Agreement. Both parties acknowledge that if any of the entities listed above determine that Dentist is not in compliance with any of its duties under this Agreement, then this Agreement may be terminated in whole or in part to ensure compliance with all applicable laws. [42 C.F.R. § 422.504 (i)(4) and (5)]
3. Delta Dental will make available to Dentist, and Dentist agrees to comply with, any applicable policies and procedures relating to its Medicare Advantage, Medicaid, ACA and commercial plans, as well as Delta Dental’s Compliance Plan and Cultural Competency Program, both located at <http://www.deltadentalmi.com/Dentists/Dental-Office-Resources.aspx>. In addition, Dentist agrees to complete on an annual basis Delta Dental’s Fraud, Waste and Abuse & Compliance Trainings (located at www.deltadentalmi.com/CMScompliance), as well as any other training that may be required, and complete and return any requested compliance attestations. Dentist agrees to report any actual or suspected compliance, fraud, waste or abuse concerns to Delta Dental.
4. In addition to obligations in Section G, Dentist will comply with all applicable federal and state laws regarding confidentiality and disclosure of medical records, or other health and enrollment information. Dentist shall: a), ensure that medical information is released only in accordance with applicable federal or state law, or pursuant to court orders or subpoenas, b) maintain records and information in an accurate and timely manner, and c) ensure Enrollees have timely access to their records and information. Dentist shall safeguard Enrollees’ privacy and confidentiality and ensure the accuracy of Enrollees’ health records. Dentist further agrees to safeguard the privacy of any information that identifies a particular Enrollee and have procedures that specify: (i) for what purposes the Enrollee’s information may be used within the Dentist’s organization; and (ii) to whom and for what purposes such information may be disclosed outside the Dentist’s organization. [42 C.F.R. §§ 422.504(a)(13), 422.504(l)(3), and 422.118]
5. Dentist agrees to maintain complete and accurate records, books, documents and papers regarding any treatment provided and/or charges made to Enrollees, and/or any charges, claims, communications, appeals, correspondence, or other documentation provided or made to Delta Dental or any of its health partners, MDHHS, CMS, HHS or the Comptroller General (“Records”) in accordance with all applicable state and federal laws as well as dental profession standards. Dentist agrees to maintain Records for a period of at least 10 years from the last date of treatment and/or date of issuance of the record, whichever is later. Upon request by Delta Dental, Delta Dental’s health partners, MDHHS, CMS, HHS, the Comptroller General, or their designees, Dentist shall provide timely access to Records. Dentist understands that by participating in this network, these entities or individuals have the right to audit, evaluate, and inspect Dentist’s books, contracts, computers or other electronic systems, including but not limited to medical records and documentation. Dentist agrees to fully cooperate with any such audits or document requests. [42 C.F.R. §§ 422.504(i)(2)(i) and (ii)]

6. Dentist agrees to provide Delta Dental with all information and data necessary for Delta Dental to meet its reporting requirements under any applicable Medicare, Medicaid, or ACA or commercial plan, including any reports on complaints or grievances. Dentist shall certify the accuracy, completeness, and truthfulness of all information submitted to Delta Dental.
7. Dentist agrees that in no event (including but not limited to nonpayment by Delta Dental, insolvency by Delta Dental, or breach of this Agreement), shall the Dentist bill, charge, collect a deposit from, seek payment or reimbursement from, or have any recourse against an Enrollee, or person acting on behalf of the Enrollee, for Covered Services provided pursuant to this Agreement. This does not prohibit the Dentist from collecting co-insurance, deductibles, or copayments as specifically provided for in the Enrollee's Dental Benefits Handbook, Certificate, and/or Summary of Dental Plan Benefits. Further, Dentist shall not hold an Enrollee liable for any payment or fees that are the legal obligation of Delta Dental. [42 C.F.R. §§ 422.504(i)(3)(i) and 422.504(g)(1)(i)]
8. Dentist agrees that he or she is qualified to participate in the Medicare or Medicaid plans under which Dentist is treating Enrollees and will provide services in accordance with applicable Medicare/Medicaid laws. Dentist certifies that he or she has not opted-out of or is otherwise excluded from participation in Medicare or Medicaid, and is not under investigation for a crime involving fraud or dishonesty. Further, Dentist agrees that he or she does not have any current or pending state or federal sanctions against him or her and that he/she is not on the Medicare Preclusion List.

Section F. Term and Termination

1. The term of this Agreement begins on the Effective Date provided by Delta Dental to Dentist following acceptance of the Dentist into the provider network(s) and execution of the Agreement by Delta Dental, and remains effective until otherwise terminated as provided herein (the "Term").
2. Subject to paragraph 6 below, this Agreement may be terminated by Delta Dental or Dentist with cause upon a minimum of ten (10) days written notice (except for terminations due to patient safety or fraud which may be immediate), or without cause upon sixty (60) days written notice. This shall include the right for Delta Dental, at its sole option, to terminate Dentist at any or all physical locations from which Dentist provides services.
3. Dentist agrees that non-compliance with any part of this Agreement may result in termination. In accordance with paragraph F(2) above, Delta Dental will send Dentist advance notice of the effective date of termination. In Delta Dental's sole discretion, the notice may state when or if the Dentist can reapply for participating status and any conditions the Dentist must meet before he or she can reapply. Dentist has no right to appeal Delta Dental's determination in the event that Dentist loses his or her state dental license, or in the event that Delta Dental terminates this Agreement without cause.
4. Dentist may appeal a with cause termination decision by Delta Dental within thirty (30) days of the notice of termination. Dentist agrees to submit this 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. Dentist agrees that Delta Dental and Dentist will share and divide equally the fees of all arbitrators assigned by the American Arbitration Association to hear the dispute. All other costs and fees, including but not limited to, filing fees and attorney fees and costs, shall be borne by the party incurring such costs and fees. In the event Dentist does not appeal his or her termination decision within thirty (30) days, Dentist waives any right to appeal. The termination will be suspended pending the outcome of a timely appeal except in terminations due to patient safety or fraud.

5. A Dentist found to be in noncompliance with this Agreement may be terminated from the network for cause. In lieu of termination, or in addition to termination, a Dentist in non-compliance may be sanctioned in one or more of the following manners:
 - a. Dentist may be required to refund all amounts determined to be due and owing to Delta Dental and/or any Enrollees; and/or
 - b. Dentist may be required to submit to periodic audits or participate in additional training.

If this Agreement is terminated and a refund has been requested by Delta Dental, or other action has been requested by Delta Dental as a sanction Dentist shall not be eligible for reinstatement until the refund(s) is/are made and/or the other required action(s) has/have been completed to Delta Dental's satisfaction.

6. The terms of this Agreement shall be applicable to any actions performed or services rendered by Dentist prior to any voluntary or involuntary termination of Dentist's participating status. Furthermore, in the event Dentist has begun treatment of any Enrollee prior to the termination of this Agreement, Dentist agrees that the terms of this Agreement shall continue until such treatment is complete and Delta Dental's payment for such service has been made. Dentist is required to notify the affected Enrollee of the termination of this Agreement.
7. Dentist agrees that, in addition to the remedies above, Delta Dental may immediately suspend or terminate this Agreement in the event:
 - a. Dentist's license to practice dentistry in the State of Michigan is suspended or revoked;
 - b. Dentist has any limitations or restrictions placed upon his or her dental license;
 - c. Any restrictions are placed upon Dentist's ability to receive payments from a Medicare Advantage or Medicaid plan (e.g. Dentist opts out, is excluded, or is placed on the Preclusion List);
 - d. Dentist's Drug Enforcement Administration license is restricted, suspended, or revoked;
 - e. Dentist has been convicted of a felony within the last five (5) years;
 - f. Delta Dental receives notice of an allegation, claim, or other information suggesting that the Dentist's actions are jeopardizing or may jeopardize the well-being of any of his or her patients; or
 - g. Any other determination by a regulatory agency, board or other professional organization which limits Dentist's ability to practice or provide services as contemplated under this Agreement.

Delta Dental shall promptly notify Dentist of any such termination.

In addition, if the Agreement is terminated under Section 7(c) above, any payments made by Delta Dental to Dentist for services rendered to Medicare Advantage and Medicaid Enrollees on and after the date Dentist is no longer eligible to receive payment for Medicare or Medicaid Services shall be returned by Dentist to Delta Dental.

Section G. Confidentiality

1. The parties acknowledge that in the course of performing under this Agreement each party may be provided with or given access to information, in oral, recorded or written form, that is proprietary and confidential to the other party (collectively referred to as the "Confidential Information"). Such Confidential Information includes, but is not limited to, information regarding the other party's management, business, organizational structure, policies, procedures, business relationships, intellectual property, copyrights, patents, trademarks, software, data, databases, system designs, specifications, documentation, code, claims logic, architecture, structure, algorithms, techniques, processes, protocols, product materials, notes, slides ideas, quality assurance programs, fee schedules, and processing policies.
2. The term "Confidential Information" as used herein shall not include, and neither Party shall have any obligations of confidentiality with respect to, information that is:
 - a. In, or comes into, the public domain, except as a result of a breach of this provision;
 - b. Received by either Party from a third party with whom there is no obligation of confidentiality;
 - c. Required to be disclosed by either Party under operation of law; or
 - d. Approved in advance in writing for disclosure by the owner of the Confidential Information.

3. Unless otherwise set forth in this Agreement, each Party shall hold in strict confidence and trust the other Party's ("Disclosing Party") Confidential Information and shall not disclose, sell, rent or otherwise provide or transfer, directly or indirectly, any Confidential Information or anything related to the Confidential Information to any person or entity without the prior written consent of the Disclosing Party. Notwithstanding the preceding sentence, the Party receiving Confidential Information ("Receiving Party") may disclose Confidential Information to its representatives, counsel, shareholders, directors, officers, employees, agents or consultants ("Representatives") who need to know such information in order to enable the Receiving Party to perform its obligations hereunder. The Receiving Party and its Representatives shall use the Disclosing Party's Confidential Information only in connection with the performance of the Receiving Party's obligations hereunder. The Receiving Party shall require any of its Representatives who obtain the Disclosing Party's Confidential Information to comply with this Agreement and shall be responsible for any breach of this Agreement by such Representatives.
4. It is understood and agreed that in the event of a breach of this Section, damages are deemed not to be an adequate remedy, that irreparable harm is immediate and imminent, that the owner of the Confidential Information shall automatically be entitled to seek injunctive relief to restrain any such breach, threatened or actual, and that the equities of such an injunction tip decidedly in favor of the owner of the Confidential Information.
5. Notwithstanding the foregoing, certain Dentist information may be provided to third parties, including groups, customers, agents, regulatory agencies, third-party vendors, brokers, and/or consultants for the purposes of conducting Delta Dental's ordinary business operations. Such information shall be disclosed in accordance with all applicable federal and/or state laws and regulations.

Section H. Miscellaneous Provisions

1. Dentist may not assign this Agreement or any rights under this Agreement to any other party without the written consent of Delta Dental. In order to comply with state, federal or contractual requirement, Delta Dental may make other entities third-party beneficiaries to this Agreement, including but not limited to Delta Dental's clients, Medicare Advantage partners, Medicaid partners, and/or other DDPA Member Companies.
2. This Agreement is non-exclusive. Delta Dental may enter into similar agreements with other dentists, and Dentist may enter into similar agreements with other parties.
3. Dentist is an independent contractor and is not an agent of Delta Dental.
4. If necessary to comply with changes in the laws or regulations, or upon the request of a regulatory body, Delta Dental may unilaterally amend this Agreement, and or its policies and procedures. Delta Dental will use its best efforts to provide written or electronic notice to Participating Dentist at least thirty (30) days in advance of the effective date of the change unless a shorter or longer time frame is required under applicable state or federal law. Unless otherwise required by federal or state regulatory authorities, the signature of Dentist will not be required for any such amendment.
5. If any provision under this Agreement is or becomes contrary to applicable law, the provision shall be construed in accordance with applicable law but as closely to the parties' original intent as possible. All other terms of this Agreement shall remain in full force and effect.
6. All notices and documents shall be given or addressed to Dentist at the last known address on file.

7. Dentist shall submit all claims, notices and documents to Delta Dental at the following addresses:

- **Claims and Pre-Treatment Estimates:**

Delta Dental
Attn: Customer Service
P.O. Box 9085
Farmington Hills, MI 48333-9085

Dentist may also call 1-800-524-0149 for member eligibility, benefits information and claims inquiries.

- **Credentialing questions, dentist directory information, or other questions about this Agreement:**

Delta Dental
Attn: Provider Records
P.O. Box 30416
Lansing, MI 48909-7916
providerrequests@deltadentalmi.com

- **Requests for reconsideration:**

For commercial claims:
Customer Service
P.O. Box 9089
Farmington Hills, MI 48333-9089

For Medicare/Medicaid claims:
Customer Service
P.O. Box 9230
Farmington Hills, MI 48333-9230

- **Legal notices required by this Agreement:**

Delta Dental
Attn: Provider Records
P.O. Box 30416
Lansing, MI 48909-7916

with a copy to:

Delta Dental
Attn: Legal Department
4100 Okemos Road
Okemos, MI 48864

8. This Agreement shall be governed and construed in accordance with the laws of the state of Michigan, without regard to its rules regarding conflicts of laws. Any suit or proceeding under this Agreement shall be brought in the applicable court(s) in Ingham County, Michigan, or the U.S. District Court for the Western District of Michigan.

Dentist agrees that this Agreement may otherwise be supplemented or amended from time to time by Delta Dental, and that all such changes or amendments may be published on Delta Dental’s website with notice given to Dentist. The most recent version or amended version of this Agreement, Delta Dental’s Processing Policies, and attached forms shall govern the obligations of Delta Dental and Participating Dentist regardless the version signed and submitted to Delta Dental by Dentist.

I hereby apply to Delta Dental to become a Participating Dentist in the Delta Dental EPO network. I understand and agree that submission of this Agreement grants me no rights or privileges of participation until such time as I receive written notification from Delta Dental stating that I have been accepted as a Participating Dentist and providing an Effective Date of this Agreement.

Name of Dentist (Print)

Tax Identification Number (TIN): _____

Original Signature

Date:

Delta Dental shall provide written notice to Dentist of Delta Dental’s acceptance and effective date of this Agreement.

Address: List only those locations at which you will treat Delta Dental Enrollees under this Agreement. List any additional locations on the next page. If there are more than three locations, please attach an additional page. Whenever notification is received by Delta Dental that the business/clinic’s address has changed, the change of address shall also apply to this Agreement.

Please indicate below if your facility is:

Location 1.

Practice Name: _____

Complete Address: _____

Telephone Number: () - Ext _____

Federally Qualified Health Center	Rural Health Clinic	Mobile Dental Facility	Tribal Health Center
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<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Location 2.

Practice Name: _____

Complete Address: _____

Telephone Number: () - Ext _____

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Location 3.

Practice Name: _____

Complete Address: _____

Telephone Number: () - Ext _____

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Please complete in its entirety and retain a copy for your files. Delta Dental will provide written notice to you of your application status. The acceptance or denial of your application is at the sole discretion of Delta Dental.

**REGULATORY ADDENDUM
FOR PARTICIPATION IN THE DELTA DENTAL HEALTHY MICHIGAN PLAN EPO NETWORK**

Dentist agrees that in addition to the terms and conditions set forth in the Delta Dental Participation Agreement (“Agreement”), Dentist will comply with the following regulatory requirements for any Enrollees that are covered by Delta Dental under the Healthy Michigan Plan and Pregnant Women Dental program (“HMP”). This Addendum shall become effective November 1, 2019, and shall replace any prior addendums required by the Healthy Michigan Plan program administered by Delta Dental.

- 1) Dentist agrees to provide a Delta Dental HMP-EPO enrollee (“Enrollee”) covered services pursuant to Dentist’s Agreement and this Addendum with Delta Dental.
- 2) If Dentist treats an Enrollee, Delta Dental’s payment shall not exceed the lesser of Dentist’s submitted fee or the amount on the Delta Dental EPO™ Fee Schedule. This applies to all locations at which the Dentist has a Delta Dental EPO Agreement. Dentist is prohibited from seeking payment from the Enrollee for any covered services provided to the Enrollee. Covered services are reimbursed at 100 percent and, except as explained in the footnotes of the Delta Dental EPO Fee Schedule, are subject to Delta Dental's standard time limitations and policies.
- 3) If a procedure does not appear on the Delta Dental EPO Fee Schedule, it is not a covered benefit. **In addition, prior to rendering any non-covered services to any Enrollee, Dentist shall be required to inform the Enrollee of the cost for non-covered services and obtain a signed private pay form from the Enrollee.** If an Enrollee or responsible party agrees to pay for a non-covered service and signs a private pay form, the Dentist will be held to the lesser of the submitted fee or the Delta Dental EPO Fee Schedule for any charges to the Enrollee or responsible party. Due to federal Medicaid requirements, Enrollees cannot be charged for a missed appointment.
- 4) Dentist agrees to take the Enrollee’s rights into account when providing services, including but not limited to: receive information in a manner and format that may be easily understood; be treated with respect and due consideration for his or her dignity and privacy; receive information on available treatment options and alternatives, presented in a manner appropriate to the Enrollee’s condition and ability to understand; participate in decisions regarding his or her health care, including the right to refuse treatment; be free from any form of restraint or seclusion used as a means of coercion, discipline, convenience or retaliation; to be free to exercise his or her rights without fear of retaliation; and to be free from segregation in any way from other persons receiving dental services.
- 5) In the event an Enrollee’s health or safety is in jeopardy, Dentist agrees to provide for the immediate transfer to another dentist participating in the Delta Dental HMP-EPO network.

- 6) Dentist is permitted to discuss treatment options with Enrollees that may not reflect Delta Dental's position or may not be covered by Delta Dental. Dentist is permitted to advise or advocate on behalf on an Enrollee who is his or her patient regarding the following areas of care: the Enrollee's health status, medical care, or treatment options, including any alternative treatment that may be self-administered; for any information the Enrollee needs in order to decide among all relevant treatment options; the risks, benefits, and consequences of treatment or non-treatment; and/or the Enrollee's right to participate in decisions regarding his or her health care, including the right to refuse treatment, and to express preferences about future treatment decisions.
- 7) Dentist agrees to comply with reporting requirements for communicable disease and other health indicators as mandated by State law. [MCL 333.5111 and R 325.173]
- 8) As required by the Michigan Department of Health and Human Services ("MDHHS"), Dentist agrees to provide urgent care within 48 hours, routine care within 21 business days, preventive services within 6 weeks and initial appointments within 8 weeks from any request by an Enrollee.
- 9) **As required by MDHHS, Dentist agrees to enroll in the Michigan Community Health Automated Medicaid Processing System ("CHAMPS"). Please see <http://bit.ly/CHAMPSenrollment> for more information on enrollment. Dentist will not be permitted to participate in Delta Dental Healthy Michigan Plan EPO Network unless he or she is enrolled in CHAMPS.**
- 10) Dentist agrees to comply with the provisions contained within the Delta Dental HMP, Pregnant Women Dental and MI Health Link Provider Manual located at www.toolkitsonline.com/dot.



Michigan Tristate Advantage Agreement Forms

Return to Delta Dental

TriState Advantage Network Participation Agreement

This agreement (“Agreement”) is made by and between _____ (“Dentist” or “Participating Dentist”) and Delta Dental Plan of Michigan, Inc. (“Delta Dental”), a member of the national Delta Dental Plans Association, as of the effective date set forth below.

WHEREAS, Delta Dental is a Michigan nonprofit dental care corporation underwriting, marketing and administering dental benefit plans in the state of Michigan; and

WHEREAS, Participating Dentist agrees to provide dental care to Enrollees according to this Agreement; Delta Dental and Dentist agree as follows:

Section A. Definitions

1. “Covered Services” means the dental benefits rendered to an Enrollee for which Delta Dental shall provide coverage and make payment in accordance with the terms of the applicable dental plan.
2. “Contract Year Maximum” means the total dollar amount a dental plan will pay toward the cost of dental care incurred by an Enrollee or Enrollee’s family in the contract year for that dental plan.
3. “Dental Benefit Handbook” means the applicable dental benefit handbook for each government sponsored program that is covered under this Agreement. The benefits and exclusions for each government sponsored program are set forth in the applicable Dental Benefit Handbook.
4. “Delta Dental” means Delta Dental Plan of Michigan, Inc., a nonprofit dental care corporation providing dental services benefits. Delta Dental is not a commercial insurance company.
5. “Delta Dental Plans Association” or “DDPA” means the national association of Delta Dental Member Companies.
6. “Delta Dental Member Company” or “DDPA Member Company” means a company that is a member of the Delta Dental Plans Association.
7. “Enrollee” means a person eligible for dental benefits under any dental plan that is administered or underwritten by Delta Dental or any other DDPA Member Company.
8. “Explanation of Benefit” means the notice provided to the Dentist by Delta Dental detailing Delta Dental’s benefit determinations with respect to the service(s) submitted by the Dentist for payment.
9. “Fee Policy” means Delta Dental’s payment to Participating Dentists which is based on the lesser of:
 - the submitted fee; or
 - the maximum fee under the applicable Fee Schedule that Delta Dental approves for a given procedure in a given region performed under ordinary circumstances for a given specialty.
10. “Fee Schedule” means the table of maximum approved fees, as established by Delta Dental, which Dentist may charge for dental procedures for the applicable dental plan.
11. “Noncovered Services” means any services that are not identified as Covered Services for the government sponsored program in the applicable Schedule attached to this Agreement.
12. “Pre-Treatment Estimate” means a voluntary and optional process where Delta Dental issues a written estimate of dental benefits that may be available to an Enrollee for the proposed dental treatment. A request for a Pre-Treatment Estimate is not a claim or a preauthorization, precertification or other reservation of future benefits.

13. "Processing Policies" means the specific guidelines developed by Delta Dental and/or the DDPA which are used to determine the benefits available to an Enrollee.
14. "DeltaUSA Processing Policies" shall mean the Processing Policies specifically developed by DDPA for all DDPA Member Companies.
15. "Specialist" means a dentist who is educationally qualified pursuant to completion of a Commission on Dental Accreditation (CODA) approved program for an American Dental Association-declared specialty, is licensed as a specialist (if required by state law), and is practicing within the scope of his or her declared specialty.

Section B. Participating Dentist Rights and Obligations

1. By signing this Agreement, Dentist agrees to participate in the TriState Advantage Network in accordance with the terms and conditions herein. Dentist agrees to accept the applicable fee schedule(s) for the TriState Advantage Network. Dentist agrees that s/he shall be listed as a participating provider in Delta Dental's provider directory at all locations where Dentist performs services pursuant to this Agreement.
2. Dentist agrees to submit all required documentation requested by Delta Dental as part of Delta Dental's credentialing and recredentialing processes. Such information shall be provided in the manner and timeframe requested by Delta Dental. Upon reasonable request, Dentist shall have the right to review any credentialing/rec credentialing information supplied to Delta Dental, or obtained or used by Delta Dental in making a credentialing/rec credentialing determination.
3. Dentist agrees that by becoming a participating provider with Delta Dental, Dentist shall comply with all Delta Dental and Delta Dental USA Processing Policies.
4. Dentist agrees to schedule and provide dental treatment to Enrollees in accordance with the DDPA Handbook, any applicable Delta Dental provider manuals/handbooks, and all professional standards of care generally accepted by the dental profession.
5. Dentist shall not discriminate or differentiate in the treatment of, charges to, or the quality of services provided to any Enrollee because of race, gender, gender identity, color, age, sex, sexual orientation, religion, national origin, ancestry, disability, handicap, place of residence, health status, or source of payment. Dentist shall contact Delta Dental if an Enrollee requests or requires translation or interpretive services, and such services shall be arranged by Delta Dental at no cost to the Enrollee or Dentist provided Dentist makes such request at least thirty (30) days in advance of the Enrollee's appointment.
6. Dentist agrees to collect from Enrollees all applicable payments for which the Enrollee is responsible, including but not limited to deductibles, coinsurance, and copayments.
7. If Delta Dental adjusts a claim that has already been paid for any reason, including but not limited to any adjustments made after audit, appeal, reconsideration, or other review, Dentist agrees to refund to Delta Dental any overpayment amounts and will also charge or refund the Enrollee any applicable amounts in accordance with the subsequently issued Explanation of Benefits. If Dentist owes a refund to Delta Dental, Dentist shall not attempt to offset that refund by charging any or all of the refund amount to the Enrollee unless otherwise explicitly permitted in the subsequently issued Explanation of Benefits.
8. Dentist agrees to verify Enrollee's eligibility to receive covered services on the day of treatment and shall be responsible for informing Enrollees of potential risks and/or benefits of recommended treatment and available alternatives prior to rendering any services. **In addition, prior to rendering any Noncovered Services to any Medicare Advantage or Medicaid Enrollee, Dentist shall be required to inform the Medicare Advantage Enrollee**

or Medicaid Enrollee of the cost for Noncovered Services and obtain a signed private pay form from the Medicare Advantage or Medicaid Enrollee. In the event Dentist does not obtain a signed private pay form from a Medicare Advantage or Medicaid Enrollee prior to providing any Noncovered Services, Dentist shall not charge such Medicare Advantage or Medicaid Enrollee for the Noncovered Services performed. Please note, the private pay form must be signed by the Medicare Advantage or Medicaid Enrollee on the day the Noncovered Services are performed. When a private pay form is used in accordance with this section, Dentist agrees to charge the Medicare Advantage or Medicaid Enrollee the applicable allowed fee for any Noncovered Services, unless prohibited by applicable state or federal law.

9. Dentist agrees to abide by the following claims submission and payment procedures:
- a. Dentist shall submit a claim form for all services rendered to Enrollees for which a charge is made to the Enrollee, including those services exceeding the Enrollee's Contract Year Maximum as well as those services which are not covered under the Enrollee's dental plan. This requirement does not apply where an Enrollee has i) paid directly and in full for all services performed; and ii) has instructed Dentist not to provide Delta Dental with information regarding such services.
 - b. Dentist shall use the most recent American Dental Association ("ADA") approved claim form with the ADA CDT codes in effect on the date of service. Dentist agrees to submit all claims electronically.
 - c. When submitting electronic claims, Dentist shall submit a license number and Type 1 NPI number of the treating dentist on all claim forms, the address of the office where the services were performed and, to the extent applicable, a Type 2 NPI number for the billing facility. When submitting paper claims, Dentist shall submit the license number of the treating dentist on all claim forms, the address of the office where the services were performed and, to the extent it exists, a Type 1 NPI of the treating dentist and/or a Type 2 NPI number for the billing facility.
 - d. Dentist shall not submit a claim form that includes services rendered by another dentist.
 - e. Claims for services may only be submitted on or after the service completion date, and must be submitted not later than twelve (12) months after the date of service (except for Delta Dental Patient Direct enrollees). If Delta Dental denies a service or services on a claim due to late submission, Dentist shall not charge or bill the Enrollee for the amount that Delta Dental would have paid if the claim had been submitted in a timely fashion, provided that the Enrollee advised Dentist of Delta Dental coverage at the time of treatment.
 - f. 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.
 - g. Dentist agrees to comply with all Delta Dental and Delta Dental USA Processing Policies. To the extent a Processing Policy is applied to a submitted claim that results in the limiting or denial of payment for a service, or making a service not chargeable to the Enrollee, the applicable Processing Policy will be identified on the Explanation of Benefits to explain the benefit determination. Pre-Treatment Estimates will also identify the Processing Policy applied to the estimate. Delta Dental and Delta Dental USA Processing Policies may be amended from time to time by Delta Dental and/or the DDPA.
 - h. Dentist agrees to accept and respond in a thorough and timely manner to all requests for information made by Delta Dental. Unless the request indicates otherwise, Delta Dental requires receipt of a Participating Dentist's response within five (5) calendar days of issuance. If the requested information is not received within five (5) days, Delta Dental may make any determinations and/or take any necessary actions based solely upon the information it had in its possession at the time the initial request for information was sent to the Dentist. Any information submitted by Dentist after the five (5) day deadline will only be considered in Delta Dental's sole discretion.

- i. Dentist agrees to accept payment in accordance with the Delta Dental Fee Policy as payment in full for Covered Services rendered to Enrollees and will hold the Enrollee harmless for the difference between the allowed amount under the applicable Fee Schedule and the submitted fee (or Dentist's customary charges). The foregoing provision does not prohibit Dentist from collecting from an Enrollee the applicable copayment, coinsurance, deductible or other cost share provided under the benefit plan. The Covered Services for each government program shall be identified in the applicable Schedule attached to this Agreement.
 - j. Dentist shall not charge an Enrollee any amounts that are in excess of the Fee Policy for any services, even to the extent that services are not covered under an Enrollee's dental plan, and regardless of Dentist's participation status in the Enrollee's dental plan.
 - k. Dentist shall charge Enrollees all applicable copayment, coinsurance, deductible and/or other cost share amounts required under the Enrollee's benefit plan, and Dentist shall make all reasonable efforts to collect such amounts from Enrollees.
 - l. Fees for services rendered after an Enrollee's Benefit Year Maximum has been reached will also be subject to the Fee Policy.
 - m. Dentist may not inflate fees submitted on claim forms to offset discounts offered to Enrollees.
 - n. 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. Dentist is responsible for the supervision of any agent, officer, vendor, consultant, or employee who prepares or submits the Dentist's claims or other information and shall be jointly and severally liable for any claim or other statement submitted by such person which contains false or misrepresented information. Claims containing false or misrepresented information will not be chargeable to the Enrollee, and a Dentist who submits, or causes or permits to be submitted, a claim which contains false or misrepresented information 1) shall not be entitled to seek reimbursement for that claim from the Enrollee, and 2) shall not be entitled to reimbursement for that claim pursuant to a re-submission or appeal of said claim.
 - o. Dentist authorizes Delta Dental to deduct from any payments due to Dentist or Enrollee any amount determined to be properly due to Delta Dental or Enrollee as a refund of payments incorrectly made to Dentist. Delta Dental will provide an explanation of the incorrect payment at or before the time the deduction is made.
 - p. Dentist agrees accept all payments by Delta Dental via electronic funds transfer ("EFT").
- 10.** Dentist may request a Pre-Treatment Estimate from Delta Dental. A Pre-Treatment Estimate is for informational purposes only and is not required before an Enrollee receives dental care. It is not a prerequisite or condition for approval of future dental benefits payment. The benefits estimate provided on a Pre-Treatment Estimate notice is based on benefits available on the date the notice is issued. Availability of dental benefits at the time of the Enrollee's treatment is dependent upon several factors. These factors include, but are not limited to, the Enrollee's continued eligibility for benefits, available annual or lifetime maximum payments, any coordination of benefits, the Enrollee's plan limitations or changes to the Enrollee's dental treatment or facts as originally presented to Delta Dental. The Pre-Treatment Estimate is not a guarantee of payment.
- 11.** Dentist authorizes Delta Dental and State or Federal agencies administering the applicable government sponsored program under this Agreement to, in their sole discretion and as legally permitted, publish the Dentist's name and other pertinent information regarding hours, access, and services provided in their directories of Participating Dentists. Dentist may promote or publicize his or her participation status under this Agreement, but may not use any logos or trademarks of Delta Dental without Delta Dental's prior written consent. Dentist shall timely notify Delta Dental of any changes to information contained in the Directory, and shall timely respond to all Delta Dental request

for updated Directory information.

12. Dentist agrees to comply with Delta Dental's quality assurance processes. Quality assurance processes include, but are not limited to, utilization review policies and findings, pre-payment review, and quality assurance audits. If Dentist fails to comply with any of Delta Dental's quality assurance processes, Delta Dental may terminate this Agreement.
13. Dentist agrees to cooperate fully with any Delta Dental, state or local dental society peer review committee, any independent review organization, and/or any consultant(s) designated by Delta Dental to review dental services provided by Dentist, including but not limited to quality of care. The decision of any such organization, consultant or committee, subject to any applicable appeals process, shall be binding on Dentist and Delta Dental. Dentist shall comply with the payment provisions of any Explanation of Benefits issued as a result of such review.
14. Dentist agrees to maintain professional liability insurance at Dentist's expense in an amount consistent with acceptable dental industry standards for injury or death with policy limits as required by applicable state and/or federal law. Dentist agrees to notify Delta Dental immediately if coverage is cancelled and to provide Delta Dental with evidence of coverage if requested.
15. Dentist agrees to comply with Delta Dental's credentialing and recredentialing processes, and to promptly, and in no case later than 10 days, notify Delta Dental of any changes to any representations made on or in any credentialing or recredentialing forms or information provided to Delta Dental, including but not limited to, successful malpractice actions, a change to the business name, business address, business phone number, business hours, new patient acceptance, type(s) of patients serviced, practice areas, languages spoken, ADA accessibility, tax identification, NPI or social security numbers, the dentists within a group practice, and the effective date of the change(s). Notwithstanding the foregoing, Dentist agrees to notify Delta Dental immediately of a lapse in license or any license actions taken by the state dental board.
16. Dentist shall only treat Enrollees in a hospital if he/she maintains clinical privileges in good standing at the hospital designated as the admitting facility and at the site of delivery for dental care performed by Dentist.
17. Should Delta Dental become insolvent or discontinue operations, or should this Agreement be terminated (except for instances where Delta Dental has terminated this Agreement for cause and elects not to enforce this provision), Dentist agrees to continue to provide covered services to Enrollees to complete dental procedures that were already commenced but not finished prior to the insolvency, discontinuance of operations, or termination of the Agreement. Delta Dental shall reimburse Dentist for all services rendered pursuant to the Fee Policy and Dentist shall accept such payment, together with any authorized coinsurance, deductible, or co-payment, as payment in full.
18. Dentist shall ensure that Covered Services are available during regular business hours for Enrollees and will abide by all applicable appointment wait time standards under federal and/or state law. Emergency services shall be available twenty-four (24) hours per day, seven (7) days per week, including vacations and holidays.
19. Dentist shall have the right to submit complaints, requests for reconsideration, grievances, or other correspondence to Delta Dental in accordance with Delta Dental's policies and procedures.

Section C. Delta Dental Rights and Obligations

1. Delta Dental agrees to make payment to Dentist according to the applicable Fee Schedule and Fee Policy, which Fee Schedule may be amended by Delta Dental at any time.
2. Delta Dental agrees to provide prompt and accurate claims processing in accordance with all applicable state and federal prompt payment laws. As a benefit of entering into this Agreement, Delta Dental shall make payment for all claims submitted on behalf of Enrollees, less any applicable deductibles, copayments and/or coinsurance, directly to Dentist.

3. Delta Dental agrees to provide a prompt response to all inquiries made by Dentist regarding benefit and eligibility information for Enrollees Delta Dental's self-service tools such as its online portals and Delta Dental's Automated Service Inquiry ("DASI").
4. Delta Dental shall not make any treatment decisions for any Enrollee. Each Dentist is solely responsible for the treatment and/or dental advice provided to the Enrollee, and Delta Dental does not have any liability resulting therefrom. All treatment decisions are made between Dentist and the Enrollee. Notwithstanding the above, Dentists that demonstrate a pattern of rendering unnecessary services to Enrollees, and/or providing services that do not meet the applicable standard of care, may be removed by Delta Dental from any and all networks.
5. Delta Dental has the right to amend, in its sole discretion, Processing Policies, procedures, provider manuals, handbooks, Fee Schedules and quality assurance, credentialing and recredentialing processes.

Section D. Indemnification and Limitation of Liability

1. Each party (the "indemnifying party") shall defend, indemnify, and hold harmless the other party and its employees, officers, directors, or agents (together, the "indemnitees"), from any claims, losses, damages, costs, expenses or liabilities arising out of or related to breach of this Agreement or violation of any applicable state or federal law. A party seeking indemnification shall (i) promptly notify the indemnifying party in writing of the claim, suit or proceeding for which indemnification is sought; (ii) permit the indemnifying party to control the defense or settlement of the claim, suit or proceeding; (iii) reasonably cooperate with the indemnifying party (at the indemnifying party's expense); and (iv) have the right to provide for its separate defense at its own expense. In no event, shall the indemnifying party settle a claim, suit or proceeding without first obtaining the written consent of the indemnitee, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, it shall be per se reasonable for an indemnified party to refuse to consent to a proposed settlement on the ground that it would require the indemnified party to admit wrongdoing or agree to relief beyond the payment of money. Any release obtained as a result of settlement must contain a release of all claims against the indemnified party as well as its officers, directors and employees.
2. To the extent not prohibited by law, in no event shall Delta Dental be liable for any incidental, special, indirect, consequential or punitive damages whatsoever, including without limitation, damages for lost profits, loss of or disclosure of data, business interruption or any other commercial damages or losses arising out of or related to Dentist's participation in Delta Dental's network, however caused, regardless of the theory or liability (whether in contract, tort, strict liability, or otherwise), and even if Delta Dental has been advised of the possibility of such damages. The foregoing limitations will apply even if the remedy fails of its essential purpose.

Section E. Regulatory and Other Requirements

1. Dentist agrees to be lawfully licensed in the state(s) in which s/he practices and to comply with all applicable Medicare Advantage, Medicaid, Affordable Care Act ("ACA") and/or contractual requirements, as well as any other applicable state and federal laws and regulations, as may be amended from time to time, including, without limitation: (1) applicable provisions of federal criminal law, (2) the False Claims Act (31 U.S.C 3729, et. seq.), (3) the anti-kickback statute (section 1128B(b) of the Social Security Act), (4) the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") administrative simplification rules at 45 CFR parts 160, 162, and 164; (5) Title VI of the Civil Rights Act of 1964, (6) the Age Discrimination Act of 1975, (7) the Americans with Disabilities Act, (8) the Rehabilitation Act of 1973; (9) Section 1557 of the Affordable Care Act; and (10) any reporting requirements to Centers for Medicare and Medicaid Services ("CMS") under 42 C.F.R. § 422.310, to the extent applicable. [42 C.F.R. § 422.504 (i)(4)(v)]

2. Dentist acknowledges that Delta Dental maintains its networks in accordance with Medicare Advantage and/or Medicaid rules and regulations, as applicable, and therefore Delta Dental, its health partners, Michigan Department of Health and Human Services (“MDHHS”), and/or CMS have the responsibility of monitoring Dentist’s obligations under this Agreement. Both parties acknowledge that if any of the entities listed above determine that Dentist is not in compliance with any of its duties under this Agreement, then this Agreement may be terminated in whole or in part to ensure compliance with all applicable laws. [42 C.F.R. § 422.504 (i)(4) and (5)]
3. Delta Dental will make available to Dentist, and Dentist agrees to comply with, any applicable policies and procedures relating to its Medicare Advantage, Medicaid, ACA and commercial plans, as well as Delta Dental’s Compliance Plan and Cultural Competency Program, both located at <http://www.deltadentalmi.com/Dentists/Dental-Office-Resources.aspx>. In addition, Dentist agrees to complete on an annual basis Delta Dental’s Fraud, Waste and Abuse & Compliance Trainings (located at www.deltadentalmi.com/CMScompliance), as well as any other training that may be required, and complete and return any requested compliance attestations. Dentist agrees to report any actual or suspected compliance, fraud, waste or abuse concerns to Delta Dental.
4. In addition to obligations in Section G, Dentist will comply with all applicable federal and state laws regarding confidentiality and disclosure of medical records, or other health and enrollment information. Dentist shall: a) ensure that medical information is released only in accordance with applicable federal or state law, or pursuant to court orders or subpoenas, b) maintain records and information in an accurate and timely manner, and c) ensure Enrollees have timely access to their records and information. Dentist shall safeguard Enrollees’ privacy and confidentiality and ensure the accuracy of Enrollee’s health records. Dentist further agrees to safeguard the privacy of any information that identifies a particular Enrollee and have procedures that specify: (i) for what purposes the Enrollee’s information may be used within the Dentist’s organization; and (ii) to whom and for what purposes such information may be disclosed outside the Dentist’s organization. [42 C.F.R. §§ 422.504(a)(13), 422.504(l)(3), and 422.118]
5. Dentist agrees to maintain complete and accurate records, books, documents and papers regarding any treatment provided and/or charges made to Enrollees, and/or any charges, claims, communications, appeals, correspondence, or other documentation provided or made to Delta Dental or any of its health partners, MDHHS, CMS, HHS or the Comptroller General (“Records”) in accordance with all applicable state and federal laws as well as dental profession standards. Dentist agrees to maintain Records for a period of at least 10 years from the last date of treatment and/or date of issuance of the record, whichever is later. Upon request by Delta Dental, Delta Dental’s health partners, MDHHS, CMS, HHS, the Comptroller General, or their designees, Dentist shall provide timely access to Records. Dentist understands that by participating in this network, these entities or individuals have the right to audit, evaluate, and inspect Dentist’s books, contracts, computers or other electronic systems, including but not limited to medical records and documentation. Dentist agrees to fully cooperate with any such audits or document requests. [42 C.F.R. §§ 422.504(i)(2)(i) and (ii)]
6. Dentist agrees to provide Delta Dental with all information and data necessary for Delta Dental to meet its reporting requirements under any applicable Medicare, Medicaid, or ACA or commercial plan, including any reports on complaints or grievances. Dentist shall certify the accuracy, completeness, and truthfulness of all information submitted to Delta Dental.
7. Dentist agrees that in no event (including but not limited to nonpayment by Delta Dental, insolvency by Delta Dental, or breach of this Agreement), shall the Dentist bill, charge, collect a deposit from, seek payment or reimbursement from, or have any recourse against an Enrollee, or person acting on behalf of the Enrollee, for Covered Services provided pursuant to this Agreement. This does not prohibit the Dentist from collecting co-insurance, deductibles, or copayments as specifically provided for in the Enrollee’s Dental Benefits Handbook, Certificate, and/or Summary of Dental Plan Benefits. Further, Dentist shall not hold an Enrollee liable for any payment or fees that are the legal obligation of Delta Dental. [42 C.F.R. §§ 422.504(i)(3)(i) and 422.504(g)(1)(i)]

8. Dentist agrees that he or she is qualified to participate in the Medicare or Medicaid plans under which Dentist is treating Enrollees and will provide services in accordance with applicable Medicare/Medicaid laws. Dentist certifies that he or she has not opted-out of or is otherwise excluded from participation in Medicare or Medicaid, and is not under investigation for a crime involving fraud or dishonesty. Further, Dentist agrees that he or she does not have any current or pending state or federal sanctions against him or her and that he/she is not on the Medicare Preclusion List.

Section F. Term and Termination

1. The term of this Agreement begins on the Effective Date provided by Delta Dental to Dentist following acceptance of the Dentist into the provider network(s) and execution of the Agreement by Delta Dental, and remains effective until otherwise terminated as provided herein (the "Term").
2. Subject to paragraph 6 below, this Agreement may be terminated by Delta Dental or Dentist with cause upon a minimum of ten (10) days written notice (except for terminations due to patient safety or fraud which may be immediate), or without cause upon sixty (60) days written notice. This shall include the right for Delta Dental, at its sole option, to terminate Dentist at any or all physical locations from which Dentist provides services.
3. Dentist agrees that non-compliance with any part of this Agreement may result in termination. In accordance with paragraph F(2) above, Delta Dental will send Dentist advance notice of the effective date of termination. In Delta Dental's sole discretion, the notice may state when or if the Dentist can reapply for participating status and any conditions the Dentist must meet before he or she can reapply. Dentist has no right to appeal Delta Dental's determination in the event that Dentist loses his or her state dental license, or in the event that Delta Dental terminates this Agreement without cause.
4. Dentist may appeal a with cause termination decision by Delta Dental within thirty (30) days of the notice of termination. Dentist agrees to submit this 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. Dentist agrees that Delta Dental and Dentist will share and divide equally the fees of all arbitrators assigned by the American Arbitration Association to hear the dispute. All other costs and fees, including but not limited to, filing fees and attorney fees and costs, shall be borne by the party incurring such costs and fees. In the event Dentist does not appeal his or her termination decision within thirty (30) days, Dentist waives any right to appeal. The termination will be suspended pending the outcome of a timely appeal except in terminations due to patient safety or fraud.
5. A Dentist found to be in noncompliance with this Agreement may be terminated from the network for cause. In lieu of termination, or in addition to termination, a Dentist in non-compliance may be sanctioned in one or more of the following manners:
 - a. Dentist may be required to refund all amounts determined to be due and owing to Delta Dental and/or any Enrollees; and/or
 - b. Dentist may be required to submit to periodic audits or participate in additional training.

If this Agreement is terminated and a refund has been requested by Delta Dental, or other action has been requested by Delta Dental as a sanction Dentist shall not be eligible for reinstatement until the refund(s) is/are made and/or the other required action(s) has/have been completed to Delta Dental's satisfaction.

6. The terms of this Agreement shall be applicable to any actions performed or services rendered by Dentist prior to any voluntary or involuntary termination of Dentist's participating status. Furthermore, in the event Dentist has begun treatment of any Enrollee prior to the termination of this Agreement, Dentist agrees that the terms of this Agreement shall continue until such treatment is complete and Delta Dental's payment for such service has been made. Dentist is required to notify the affected Enrollee of the termination of this Agreement.

7. Dentist agrees that, in addition to the remedies above, Delta Dental may immediately suspend or terminate this Agreement in the event:
- a. Dentist's license to practice dentistry in the State of Michigan is suspended or revoked;
 - b. Dentist has any limitations or restrictions placed upon his or her dental license;
 - c. Any restrictions are placed upon Dentist's ability to receive payments from a Medicare Advantage or Medicaid plan (e.g. Dentist opts out, is excluded, or is placed on the Preclusion List);
 - d. Dentist's Drug Enforcement Administration license is restricted, suspended, or revoked;
 - e. Dentist has been convicted of a felony within the last five (5) years;
 - f. Delta Dental receives notice of an allegation, claim, or other information suggesting that the Dentist's actions are jeopardizing or may jeopardize the well-being of any of his or her patients; or
 - g. Any other determination by a regulatory agency, board or other professional organization which limits Dentist's ability to practice or provide services as contemplated under this Agreement.

Delta Dental shall promptly notify Dentist of any such termination.

In addition, if the Agreement is terminated under Section 7(c) above, any payments made by Delta Dental to Dentist for services rendered to Medicare Advantage and Medicaid Enrollees on and after the date Dentist is no longer eligible to receive payment for Medicare or Medicaid Services shall be returned by Dentist to Delta Dental.

Section G. Confidentiality.

1. The parties acknowledge that in the course of performing under this Agreement each party may be provided with or given access to information, in oral, recorded or written form, that is proprietary and confidential to the other party (collectively referred to as the "Confidential Information"). Such Confidential Information includes, but is not limited to, information regarding the other party's management, business, organizational structure, policies, procedures, business relationships, intellectual property, copyrights, patents, trademarks, software, data, databases, system designs, specifications, documentation, code, claims logic, architecture, structure, algorithms, techniques, processes, protocols, product materials, notes, slides ideas, quality assurance programs, fee schedules, and processing policies.
2. The term "Confidential Information" as used herein shall not include, and neither Party shall have any obligations of confidentiality with respect to, information that is:
 - a. In, or comes into, the public domain, except as a result of a breach of this provision;
 - b. Received by either Party from a third party with whom there is no obligation of confidentiality;
 - c. Required to be disclosed by either Party under operation of law; or
 - d. Approved in advance in writing for disclosure by the owner of the Confidential Information.
3. Unless otherwise set forth in this Agreement, each Party shall hold in strict confidence and trust the other Party's ("Disclosing Party") Confidential Information and shall not disclose, sell, rent or otherwise provide or transfer, directly or indirectly, any Confidential Information or anything related to the Confidential Information to any person or entity without the prior written consent of the Disclosing Party. Notwithstanding the preceding sentence, the Party receiving Confidential Information ("Receiving Party") may disclose Confidential Information to its representatives, counsel, shareholders, directors, officers, employees, agents or consultants ("Representatives") who need to know such information in order to enable the Receiving Party to perform its obligations hereunder. The Receiving Party and its Representatives shall use the Disclosing Party's Confidential Information only in connection with the performance of the Receiving Party's obligations hereunder. The Receiving Party shall require any of its Representatives who obtain the Disclosing Party's Confidential Information to comply with this Agreement and shall be responsible for any breach of this Agreement by such Representatives.
4. It is understood and agreed that in the event of a breach of this Section, damages are deemed not to be an adequate remedy, that irreparable harm is immediate and imminent, that the owner of the Confidential Information shall automatically be entitled to seek injunctive relief to restrain any such breach, threatened or actual, and that the equities of such an injunction tip decidedly in favor of the owner of the Confidential Information.

5. Notwithstanding the foregoing, certain Dentist information may be provided to third parties, including groups, customers, agents, regulatory agencies, third-party vendors, brokers, and/or consultants for the purposes of conducting Delta Dental's ordinary business operations. Such information shall be disclosed in accordance with all applicable federal and/or state laws and regulations.

Section H. Miscellaneous Provisions

1. Dentist may not assign this Agreement or any rights under this Agreement to any other party without the written consent of Delta Dental. In order to comply with state, federal or contractual requirement, Delta Dental may make other entities third-party beneficiaries to this Agreement, including but not limited to Delta Dental's clients, Medicare Advantage partners, Medicaid partners, and/or other DDPA Member Companies.
2. This Agreement is non-exclusive. Delta Dental may enter into similar agreements with other dentists, and Dentist may enter into similar agreements with other parties.
3. Dentist is an independent contractor and is not an agent of Delta Dental.
4. If necessary to comply with changes in the laws or regulations, or upon the request of a regulatory body, Delta Dental may unilaterally amend this Agreement, and or its policies and procedures. Delta Dental will use its best efforts to provide written or electronic notice to Participating Dentist at least thirty (30) days in advance of the effective date of the change unless a shorter or longer time frame is required under applicable state or federal law. Unless otherwise required by federal or state regulatory authorities, the signature of Dentist will not be required for any such amendment.
5. If any provision under this Agreement is or becomes contrary to applicable law, the provision shall be construed in accordance with applicable law but as closely to the parties' original intent as possible. All other terms of this Agreement shall remain in full force and effect.
6. All notices and documents shall be given or addressed to Dentist at the last known address on file.
7. Dentist shall submit all claims, notices and documents to Delta Dental at the following addresses:

- **Claims and Pre-Treatment Estimates:**

Delta Dental
Attn: Customer Service
P.O. Box 9085
Farmington Hills, MI 48333-9085.
Dentist may also call 1-800-524-0149 for member eligibility,
benefits information and claims inquiries.

- **Credentialing questions, dentist directory information, or other questions about this Agreement:**

Delta Dental
Attn: Provider Records
P.O. Box 30416
Lansing, MI 48909-7916
providerrequests@deltadentalmi.com

- **Requests for reconsideration:**

For commercial claims:
Customer Service
P.O. Box 9089
Farmington Hills, MI 48333-9089

For Medicare/Medicaid claims:
Customer Service
P.O. Box 9230
Farmington Hills, MI 48333-9230

- **Legal notices required by this Agreement:**

Delta Dental
Attn: Provider Records
P.O. Box 30416
Lansing, MI 48909-7916

with a copy to:

Delta Dental
Attn: Legal Department
4100 Okemos Road
Okemos, MI 48864

8. This Agreement shall be governed and construed in accordance with the laws of the state of Michigan, without regard to its rules regarding conflicts of laws. Any suit or proceeding under this Agreement shall be brought in the applicable court(s) in Ingham County, Michigan, or the U.S. District Court for the Western District of Michigan.

Dentist agrees that this Agreement may otherwise be supplemented or amended from time to time by Delta Dental, and that all such changes or amendments may be published on Delta Dental’s website with notice given to Dentist. The most recent version or amended version of this Agreement, Delta Dental’s Processing Policies, and attached forms shall govern the obligations of Delta Dental and Participating Dentist regardless the version signed and submitted to Delta Dental by Dentist.

I hereby apply to Delta Dental to become a Participating Dentist in the TriState Advantage Network I understand and agree that submission of this Agreement grants me no rights or privileges of participation until such time as I receive written notification from Delta Dental stating that I have been accepted as a Participating Dentist and providing an Effective Date of this Agreement.

Name of Dentist (Print)

Tax Identification Number (TIN): _____

Original Signature

Date:

Delta Dental shall provide written notice to Dentist of Delta Dental’s acceptance and effective date of this Agreement.

Address: List only those locations at which you will treat Delta Dental Enrollees under this Agreement. List any additional locations on the next page. If there are more than three locations, please attach an additional page. Whenever notification is received by Delta Dental that the business/clinic’s address has changed, the change of address shall also apply to this Agreement.

Please indicate below if your facility is:

Location 1.

Practice Name: _____

Complete Address: _____

Telephone Number: () - Ext _____

Federally Qualified Health Center	Rural Health Clinic	Mobile Dental Facility	Tribal Health Center
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<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Location 2.

Practice Name: _____

Complete Address: _____

Telephone Number: () - Ext _____

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Location 3.

Practice Name: _____

Complete Address: _____

Telephone Number: () - Ext _____

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Please complete in its entirety and retain a copy for your files. Delta Dental will provide written notice to you of your application status. The acceptance or denial of your application is at the sole discretion of Delta Dental.

**REGULATORY ADDENDUM
FOR PARTICIPATION IN THE DELTA DENTAL TRISTATE ADVANTAGE NETWORK**

Dentist agrees that in addition to the terms and conditions set forth in the Delta Dental TriState Advantage Agreement (“Agreement”), as applicable, Dentist will comply with the following regulatory requirements for any Enrollees that are covered by Delta Dental under the MI Health Link (“MHL”). This Addendum shall become effective November 1, 2019, and shall replace any prior addendums required by the MHL program administered by Delta Dental.

- 1) Dentist agrees to provide a Delta Dental MHL enrollee (“Enrollee”) covered services pursuant to Dentist’s Agreement and this Addendum with Delta Dental.
- 2) If Dentist treats an Enrollee, Delta Dental’s payment shall not exceed the lesser of Dentist’s submitted fee or the amount on the Delta Dental TriState Advantage Fee Schedule. This applies to all locations at which the Dentist has a Delta Dental TriState Advantage Participation Agreement. Dentist is prohibited from seeking payment from the Enrollee for any covered services provided to the Enrollee. Covered services are reimbursed at 100 percent and, except as explained in the footnotes of the Delta Dental TriState Advantage Fee Schedule, are subject to Delta Dental's standard time limitations and policies.
- 3) If a procedure does not appear on the Delta Dental TriState Advantage Fee Schedule, it is not a covered benefit. **In addition, prior to rendering any non-covered services to any Enrollee, Dentist shall be required to inform the Enrollee of the cost for non-covered services and obtain a signed private pay form from the Enrollee.** If an Enrollee or responsible party agrees to pay for a non-covered service and signs a private pay form, the Dentist will be held to the lesser of the submitted fee or the Delta Dental TriState Advantage Fee Schedule for any charges to the Enrollee or responsible party. Due to federal requirements, Enrollees cannot be charged for a missed appointment.
- 4) Dentist agrees to take the Enrollee’s rights into account when providing services, including but not limited to: receive information in a manner and format that may be easily understood; be treated with respect and due consideration for his or her dignity and privacy; receive information on available treatment options and alternatives, presented in a manner appropriate to the Enrollee’s condition and ability to understand; participate in decisions regarding his or her health care, including the right to refuse treatment; be free from any form of restraint or seclusion used as a means of coercion, discipline, convenience or retaliation; to be free to exercise his or her rights without fear of retaliation; and to be free from segregation in any way from other persons receiving dental services.
- 5) In the event an Enrollee’s health or safety is in jeopardy, Dentist agrees to provide for the immediate transfer to another dentist participating in the Delta Dental TriState Advantage network.

- 6) Dentist is permitted to discuss treatment options with Enrollees that may not reflect Delta Dental's position or may not be covered by Delta Dental. Dentist is permitted to advise or advocate on behalf of an Enrollee who is his or her patient regarding the following areas of care: the Enrollee's health status, medical care, or treatment options, including any alternative treatment that may be self-administered; for any information the Enrollee needs in order to decide among all relevant treatment options; the risks, benefits, and consequences of treatment or non-treatment; and/or the Enrollee's right to participate in decisions regarding his or her health care, including the right to refuse treatment, and to express preferences about future treatment decisions.
- 7) Dentist agrees to comply with reporting requirements for communicable disease and other health indicators as mandated by State law. [MCL 333.5111 and R 325.173]
- 8) Dentist agrees to comply with the provisions contained within the Delta Dental HMP, Pregnant Women Dental and MI Health Link Provider Manual located at **www.toolkitsonline.com/dot**.