

AMENDMENT TO PARTICIPATION AGREEMENT

DELTA DENTAL HEALTHY ADULTS DENTAL NETWORK

This Amendment to the Provider Agreement (“Agreement”) is entered into by Delta Dental Plan of Michigan, Inc. (“DDMI”) and _____ (“Dentist”) in which Dentist agrees to participate in the Healthy Adults Dental network, as set forth below.

1. Dentist agrees to participate in the Healthy Adult Dental (“HAD”) network and provide Covered Services to adult Michigan Medicaid enrollees and MI Coordinated Health Plan enrollees (“Enrollee”) pursuant to the Agreement and this Amendment.
2. If Dentist treats an Enrollee, Delta Dental’s payment shall be based on the lesser of Dentist’s submitted fee or the amount on the HAD Fee Schedule. This applies to all locations where Dentist provides services. 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 HAD Fee Schedule, are subject to Delta Dental's standard time limitations and policies.
3. If a procedure does not appear on the HAD 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 on the date of service from the Enrollee.** If an Enrollee or responsible party agrees to pay for a non-covered service and agrees in writing, the Dentist will be held to the lesser of the submitted fee or the HAD Fee Schedule for any charges to the Enrollee or responsible party. Due to 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 HAD network.
6. Dentist is permitted to discuss treatment options with Medicaid 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 a Enrollee who is his or her patient regarding the following areas of care: the Medicaid

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. Dentist agrees that Delta Dental manages its HAD network per MDHHS Medicaid and CMS regulations, and these entities may monitor the Dentist's compliance under this Agreement. If any party finds non-compliance, the Agreement may be partially or fully terminated to uphold all laws. [42 C.F.R. § 422.504 (i)(4) and (5)]
10. 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 the HAD Network unless he or she is enrolled in CHAMPS.**
11. Dentist agrees to comply with the provisions contained within applicable Provider Manual(s) located at <https://www.deltadentalmi.com/DOT>.
12. DDMI shall have the sole and exclusive discretion to determine which Dentist's practice locations are approved for participation in and designated as in-network. No practice location shall be considered participating in the HAD Network unless and until DDMI has expressly approved such location and designated it as in-network. DDMI reserves the right to approve, deny, suspend, remove, or otherwise change the in-network status of any practice location in accordance with this Agreement and applicable law.
13. Except to the extent they conflict with the terms and conditions as amended above, all other terms and conditions of the Agreement remain unchanged. If any of the remaining terms and conditions of the Agreement, conflict with the terms and conditions in this Amendment, the terms of this Amendment shall be controlling, and the terms and conditions of the Agreement shall be construed consistent with the terms and conditions of this Amendment.

[Signature page to follow]

I hereby agree to become a participating Dentist in the Healthy Adults Dental network. I understand and agree that submitting this Amendment does not grant me any participation rights or privileges unless and until Delta Dental provides written notice accepting me as a participating Dentist and identifying the Effective Date of this Amendment.

Name of Dentist (Print)

National Provider Identifier (NPI): _____

Original Signature

Date:

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