

Please complete the entire form. Copy the form if you need additional locations.

## Provider information

Dentist name:

Dental license #:

Individual Type 1 NPI:

SSN#:

Business name:

Tax ID #:

Dentist start date at office: *This date will be used for all locations listed on this form*

\_\_\_\_/\_\_\_\_/\_\_\_\_  
month day year

- ☐ Participating *complete attached network selection form*  
☐ Nonparticipating

## Service office locations *Only list locations for this TIN. Additional forms may be used for additional TINs.*

Service office address:

Offers telehealth (Y/N):

☐ Yes ☐ No

City, State, ZIP:

Organization type 2 NPI:

Is this the primary practice location? ☐ Yes ☐ No

Accepting new patients at this office? ☐ Yes ☐ No

☐ This Type 2 NPI is the same for all service offices at this TIN  
*If your organization has multiple Type 2 NPI's for this TIN, please list separately at each service office.*

Service office address:

Offers telehealth (Y/N):

☐ Yes ☐ No

City, State, ZIP:

Organization type 2 NPI:

Is this the primary practice location? ☐ Yes ☐ No

Accepting new patients at this office? ☐ Yes ☐ No

☐ This Type 2 NPI is the same for all service offices at this TIN  
*If your organization has multiple Type 2 NPI's for this TIN, please list separately at each service office.*

Service office address:

Offers telehealth (Y/N):

☐ Yes ☐ No

City, State, ZIP:

Organization type 2 NPI:

Is this the primary practice location? ☐ Yes ☐ No

Accepting new patients at this office? ☐ Yes ☐ No

☐ This Type 2 NPI is the same for all service offices at this TIN  
*If your organization has multiple Type 2 NPI's for this TIN, please list separately at each service office.*

Continue to network selection



Agreement selection (select all you would like to participate in)

☐ **Delta Dental Premier®**

Delta Dental Premier is a standard fee-for-service program. Dentists submit their usual fees for each service rendered, and participating dentists are reimbursed based on the maximum approved fee.

Members who have Delta Dental PPO (Point-of-Service) can receive treatment from a Delta Dental Premier dentist, but often at a higher out-of-pocket cost. Payment is based on the dentist's participation status with Delta Dental's Premier network.

Participation in the Delta Dental Premier network includes participation with Medicare Advantage plans administered by Delta Dental

☐ **Delta Dental PPO™**

Delta Dental PPO is a preferred provider organization (PPO) program. Participating dentists treat Delta Dental PPO members and are reimbursed based on their applicable Delta Dental fee schedule amount, which creates savings for members and groups. Since the PPO program is a popular choice by employers, dentists who participate in this network may see an increase in patients seeking a participating dentist.

Participation in the Delta Dental PPO network includes participation with Medicare Advantage plans administered by Delta Dental

☐ **Delta Dental EPO™**

Delta Dental EPO (exclusive provider organization) is a fee-for-service program. Participating dentists are listed in our closed-panel directory. Members are required to receive services from Delta Dental EPO dentists. Treatment payment is based on the applicable fee schedule and member copayments.

☐ **Delta Dental Medicaid Ohio**

Delta Dental Medicaid Ohio is a program offered through the Ohio Department of Medicaid and administered through health plans—Delta Dental partners with these health plans to provide dental benefits to low-income Ohio residents.

The State of Ohio requires participating providers to register their Type 1 NPI (individual) in the Medicaid Information Technology System (MITS). All incorporated businesses must also obtain a Type 2 NPI (business) and register it in MITS.

☐ **TriState Advantage**

The TriState Advantage network most commonly serves as Delta Dental's network for government-sponsored programs and, when utilized this way, is Centers for Medicare & Medicaid Services (CMS) compliant with participating dental offices subject to audit by CMS.

Local groups may also utilize the TriState Advantage network as a fee-for-service program. Members will be required to receive services from participating TriState Advantage network dentists. As a participating dentist, you will be listed in our TriState Advantage network directory.



By submitting this form, the dentist(s) agrees to participate in all Delta Dental networks selected on this form. In case of an address change, it is acknowledged and understood that the participating dentist(s) active at the address to be changed will maintain participation in all previously selected Delta Dental networks at the new service office address listed on this form. Dentist(s) agrees to comply with all terms, conditions, and regulatory requirements of the Delta Dental Provider Agreement.

By signing this form, I hereby certify that all information contained herein is true and complete to the best of my knowledge. I understand and agree that this form will be reviewed based upon the information I have provided, and other information obtained by Delta Dental of Ohio in accordance with its credentialing program.

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Name of person that completed this form (print)

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Signature of person that completed this form

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Date

Delta Dental Provider Records  
PO Box 30416 • Lansing, MI 48909-1716  
providerrequests@deltadentalmi.com • Fax: 888-404-8725



# Disclosure of Ownership and Control Interest of an Entity

The federal regulations set forth in 42 CFR 455.104, 455.105 and 455.106 require providers participating in this Medicaid program to disclose to the U.S. Department of Health and Human Services, the state Medicaid agency, and to managed care organizations that contract with the state Medicaid agency: 1) the identity of all owners with a control interest of 5% or greater, 2) certain business transactions as described in 42 CFR 455.105 and 3) the identity of any excluded individual or entity with an ownership or control interest in the provider, the provider group, or disclosing entity or who is an agent or managing employee of the provider group or entity.

If there are any changes to the information disclosed on this form, an updated form should be completed and submitted to Delta Dental within 30 days of the change. Failure to submit the accurate, complete information requested in a timely manner may lead to the termination or denial of enrollment into the Medicaid network as specified in 42 CFR 455.416.

Please attach a separate sheet if necessary to provide complete information.

## Disclosing Entity Identifying Information

ENTITY'S LEGAL NAME ACCORDING TO IRS			
FACILITY ADDRESS	CITY	STATE	ZIP CODE
TAX ID NUMBER	OFFICE PHONE NUMBER		

Each provider entity must complete the following sections for all people, businesses or organizations that meet any of the following criteria:

- Have an ownership or control interest of 5 percent or more in this disclosing entity
- Have an ownership or control interest in a subcontractor in which this disclosing entity has a direct or indirect ownership interest of 5 percent or more
- Are a managing employee

Please Note: If you list a person, you must provide all information including that person's SSN and residential (home) address.

## Individual Person(s) Ownership or Control Interest

List all individual owners, managing employees, and persons with control interest.

ARE YOU A(N) (check all that apply):				
<input type="radio"/> Subcontractor (If person or entity is listed because of ownership or control interest in a subcontractor, name the subcontractor) _____				
<input type="radio"/> Managing employee (not CEO, CFO, COO, CTO)				
<input type="radio"/> Owner—List percent of ownership interest if 5 percent or more: _____				
<input type="radio"/> Indirect owner—List percent of ownership interest if 5 percent or more: _____				
FULL LEGAL NAME (LAST)	FIRST	MIDDLE	SOCIAL SECURITY NUMBER	DATE OF BIRTH
HOME ADDRESS	CITY	STATE	ZIP CODE	COUNTY
<input type="radio"/> Hire date _____ (m/d/yyyy)		RELATIONSHIP TO ANY OTHER LISTED PERSON		
<input type="radio"/> Termination date _____ (m/d/yyyy)		<input type="radio"/> Spouse <input type="radio"/> Child <input type="radio"/> Parent <input type="radio"/> Sibling		
Has the individual been convicted of a crime related to federal healthcare programs? <input type="radio"/> Yes <input type="radio"/> No				
If yes, please explain _____				

ARE YOU A(N) (check all that apply):				
<input type="radio"/> Subcontractor (If person or entity is listed because of ownership or control interest in a subcontractor, name the subcontractor) _____				
<input type="radio"/> Managing employee (not CEO, CFO, COO, CTO)				
<input type="radio"/> Owner—List percent of ownership interest if 5 percent or more: _____				
<input type="radio"/> Indirect owner—List percent of ownership interest if 5 percent or more: _____				
FULL LEGAL NAME (LAST)	FIRST	MIDDLE	SOCIAL SECURITY NUMBER	DATE OF BIRTH
HOME ADDRESS	CITY	STATE	ZIP CODE	COUNTY
<input type="radio"/> Hire date _____ (m/d/yyyy)		RELATIONSHIP TO ANY OTHER LISTED PERSON		
<input type="radio"/> Termination date _____ (m/d/yyyy)		<input type="radio"/> Spouse <input type="radio"/> Child <input type="radio"/> Parent <input type="radio"/> Sibling		
Has the individual been convicted of a crime related to federal healthcare programs? <input type="radio"/> Yes <input type="radio"/> No				
If yes, please explain _____				

ARE YOU A(N) (check all that apply):				
<input type="radio"/> Subcontractor (If person or entity is listed because of ownership or control interest in a subcontractor, name the subcontractor) _____				
<input type="radio"/> Managing employee (not CEO, CFO, COO, CTO)				
<input type="radio"/> Owner—List percent of ownership interest if 5 percent or more: _____				
<input type="radio"/> Indirect owner—List percent of ownership interest if 5 percent or more: _____				
FULL LEGAL NAME (LAST)	FIRST	MIDDLE	SOCIAL SECURITY NUMBER	DATE OF BIRTH
HOME ADDRESS	CITY	STATE	ZIP CODE	COUNTY
<input type="radio"/> Hire date _____ (m/d/yyyy)		RELATIONSHIP TO ANY OTHER LISTED PERSON		
<input type="radio"/> Termination date _____ (m/d/yyyy)		<input type="radio"/> Spouse <input type="radio"/> Child <input type="radio"/> Parent <input type="radio"/> Sibling		
Has the individual been convicted of a crime related to federal healthcare programs? <input type="radio"/> Yes <input type="radio"/> No				
If yes, please explain _____				

## Business Ownership or Control Interest

Is your business owned by or does another entity have a control interest in your business?

☐ Yes—list other entities

☐ No

IS THIS ENTITY A(N) (check all that apply):			
<input type="radio"/> Subcontractor (If entity is listed because of ownership or control interest in a subcontractor, name the subcontractor) _____			
<input type="radio"/> Owner—List percent of ownership interest if 5 percent or more: _____			
<input type="radio"/> Indirect owner—List percent of ownership interest if 5 percent or more: _____			
<input type="radio"/> Other: _____			
BUSINESS FULL LEGAL NAME			
ADDRESS		CITY	STATE      ZIP CODE
COUNTY	OWNERSHIP OR CONTROL INTEREST		
	<input type="radio"/> Begin date _____ (m/d/yyyy) <input type="radio"/> End date _____ (m/d/yyyy)		

IS THIS ENTITY A(N) (check all that apply):			
<input type="radio"/> Subcontractor (If entity is listed because of ownership or control interest in a subcontractor, name the subcontractor) _____			
<input type="radio"/> Owner—List percent of ownership interest if 5 percent or more: _____			
<input type="radio"/> Indirect owner—List percent of ownership interest if 5 percent or more: _____			
<input type="radio"/> Other: _____			
BUSINESS FULL LEGAL NAME			
ADDRESS		CITY	STATE      ZIP CODE
COUNTY	OWNERSHIP OR CONTROL INTEREST		
	<input type="radio"/> Begin date _____ (m/d/yyyy) <input type="radio"/> End date _____ (m/d/yyyy)		

IS THIS ENTITY A(N) (check all that apply):			
<input type="radio"/> Subcontractor (If entity is listed because of ownership or control interest in a subcontractor, name the subcontractor) _____			
<input type="radio"/> Owner—List percent of ownership interest if 5 percent or more: _____			
<input type="radio"/> Indirect owner—List percent of ownership interest if 5 percent or more: _____			
<input type="radio"/> Other: _____			
BUSINESS FULL LEGAL NAME			
ADDRESS		CITY	STATE      ZIP CODE
COUNTY	OWNERSHIP OR CONTROL INTEREST		
	<input type="radio"/> Begin date _____ (m/d/yyyy) <input type="radio"/> End date _____ (m/d/yyyy)		

## Definitions

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### Managing employee

Managing employee (not CEO, CFO, COO, CTO) means a person who exercises operational or managerial control over, or who directly or indirectly conducts or manages the day-to-day operations, such as a general manager, business manager, administrator, director.

### Ownership or control interest

Ownership or control interest means any person, business, or organization to which any one or more of the following apply:

- Direct ownership of 5 percent or more in the disclosing entity.
- Indirect ownership interest equal to 5 percent or more in a disclosing entity (meaning ownership in another entity that has an ownership interest in the disclosing entity).
- Determine the amount of indirect ownership interest by multiplying the percentages of ownership in each entity. For example, if A owns 10 percent of the stock in a corporation that owns 80 percent of the stock of the disclosing entity, A's interest equals an 8 percent indirect ownership interest in the disclosing entity and must be reported. Conversely, if B owns 80 percent of the stock of a corporation that owns 5 percent of the stock of the disclosing entity, B's interest equals a 4 percent indirect ownership interest in the disclosing entity and need not be reported.

- A combination of direct and indirect ownership interest equal to 5 percent or more in the disclosing entity.
- Owns an interest of 5 percent or more in any mortgage, deed of trust, note or other obligation secured by the disclosing entity if that interest equals at least 5 percent of the value of the property or assets of the disclosing entity. Determine the percentage of ownership, mortgage, deed of trust, note, or other obligation by multiplying the percentage of interest owned in the obligation by the percentage of the disclosing entity's assets used to secure the obligation. For example: If A owns 10 percent of a note secured by 60 percent of the provider's assets, A's interest in the provider's assets equals 6 percent and must be reported. If B owns 40 percent of a note secured by 10 percent of the provider's assets, B's interest in the provider's assets equals 4 percent and need not be reported.
- Is an officer or director of a disclosing entity that is organized as a corporation (for profit or non-profit).
- Is a partner in a disclosing entity that is organized as a partnership.

### Subcontractor

Subcontractor means an individual, agency, or organization to which a disclosing entity has contracted or delegated some of its management functions or responsibilities of providing medical care to its patients.

## Instructions for completing Individual Person(s) Ownership or Control Interest – Page 2

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### IMPORTANT

If you are not able to complete this form online, click Print Blank Form at the top of page 1 to print the form and complete it by hand.

### “Are you a(n)…”

If a person holds multiple positions within the entity, company, or organization, you must select all roles that apply.

### Full legal name (last, first, middle)

You must disclose full legal name, including a full middle name. If a person does not have a middle name, enter "N/A".

### Social Security number

The person's Social Security number is required.

### Date of birth

The person's date of birth is required.

Home residence address, city, county or Indian reservation, state, zip code

Do not use the enrolling business address. Use the address of where the person lives.

### Hire date or termination date

- If a person is being added to an existing record, or if this is being reported as a new enrollment requirement, select "Hire date" and provide the date of hire.
- If a person has left the agency or company, select "Termination date" and provide the date of termination

### Relationship to any other listed person

Disclose any of the following, if applicable: spouse, child, parent, sibling.



# **Ohio Delta Dental Provider Agreement**

Return to Delta Dental



# Delta Dental PPO™ Participation Agreement

## SUMMARY DISCLOSURE FORM

### 1. Compensation Terms.

- a. Manner of Payment: See Section B(8) of the Delta Dental Network Participation Agreement.
- b. Fee Schedule is available via the Dental Office Toolkit®, which is available at <https://www.dentalofficetoolkit.com/DOT>

### 2. List of Networks covered by this Agreement.

- a. Delta Dental Premier®
- b. Delta Dental PPO™
- c. Delta Dental EPO™
- d. Delta Dental Medicaid™ Ohio
- e. Delta Dental Tristate Advantage

- 3. **Term of the Agreement.** Perpetual, unless terminated by either party with cause upon ten (10) days written notice (unless termed immediately due to fraud), or without cause upon sixty (60) days written notice. Notwithstanding the foregoing, this Agreement may also be terminated sooner if there is an adverse finding by a regulatory agency or health or safety risks dictates a different termination date.
- 4. Contracting entity or payer responsible for processing payment available at [www.deltadentaloh.com](http://www.deltadentaloh.com).
- 5. Internal mechanism for resolving disputes regarding the Agreement terms available at <http://deltadentaloh.com/Dentists/Dental-Office-Resources/Reference-Resources.aspx> and clicking on the Dispute Resolution link.
- 6. **Addenda to the Agreement.** (Title) Delta Dental Internal Processing Policies, (Subject) Internal Processing Edits.
- 7. Telephone number to access information about this Agreement: 1-800-524-0149.

## IMPORTANT INFORMATION – PLEASE READ CAREFULLY

The information provided in the Summary Disclosure Form is a guide to the attached Health Care Contract as defined in section 3963.03(B) of the Ohio Revised Code. The terms and

conditions of the attached Delta Dental PPO Network Participation Agreement constitute the contract rights of the parties.

Reading this Summary Disclosure Form is not a substitute for reading the entire Delta Dental PPO Network Participation Agreement. When you sign the Delta Dental PPO Network Participation Agreement, you will be bound by its terms and conditions. These terms and conditions may be amended over time pursuant to section 3963.04 of the Ohio Revised Code. You are encouraged to read any proposed amendments that are sent to you after execution of the Delta Dental PPO Network Participation Agreement.

Nothing in this Summary Disclosure Form creates any additional rights or causes of action in favor of either party.

This agreement ("Agreement") is made by and between \_\_\_\_\_ ("Dentist" or "Participating Dentist") and Delta Dental Plan of Ohio, 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 Ohio nonprofit dental care corporation underwriting, marketing, and administering dental benefit plans in the state of Ohio; and

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

## I. General Terms and Conditions

### 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 Ohio, 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 network 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. “Offshore Contractor” means offshore contractor is a contractor who is in a country that is not one of the fifty United States or a United States territory, such as American Samoa, Guam, Northern Marianas, Puerto Rico and the Virgin Islands.
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 – Dentist Rights and Obligations

1. Dentist agrees to participate in all Delta Dental networks selected on the application form and/or networks selected later. 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.
2. 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.

3. Dentist agrees to schedule and provide dental treatment to Delta Dental Enrollees ("Enrollees") in accordance with the DDPA Handbook found at <https://www.deltadentalmi.com/Dentist/Tools-Resources/Dental-Office-Resources/Procedures-and-Policies>, any applicable Delta Dental provider manuals/handbooks, and all professional standards of care generally accepted by the dental profession.
4. 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, gender identity, political affiliation, 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.
5. *Reserved*
6. 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.
7. 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.
8. Dentist agrees to abide by the following claims submission and payment procedures:
  - a. Except for services provided pursuant to the Patient Direct discount card, 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 shall accurately complete such form including all mandatory fields as required by Delta Dental's claims submission guidelines.

- 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. [Note: incorporated solo practitioners are required to have a Type 2 NPI.] 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 in compliance with the Delta Dental claim submission guidelines 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) calendar 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) calendar 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. 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. Unless otherwise prohibited by law, Dentist shall not charge an Enrollee any amounts that are more than the Fee Policy for any services, even to the extent that services are not covered under an 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. Unless otherwise prohibited by law, 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.
9. 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.

- 10.** Dentist authorizes Delta Dental to, in its sole discretion and as legally permitted, publish the Dentist's name and other pertinent information about dentist and practice 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 notify Delta Dental within seven (7) calendar days of any changes to information contained in the directory and shall timely respond to all Delta Dental requests for updated directory information. Dentist acknowledges that their name and/or location(s) may be hidden from the directory by Delta Dental pursuant to DDPA, state and/or federal regulations.

- 11.** 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.
- 12.** 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.
- 13.** 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.
- 14.** Dentist agrees to comply with Delta Dental's credentialing and recredentialing processes, and to promptly, and in no case later than seven (7) calendar 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.

- 15.** 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.
- 16.** 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.
- 17.** 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.
- 18.** 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 network Fee Schedule(s) and Fee Policy. Delta Dental reserves the right to amend the applicable network Fee Schedule(s) 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 Dental Office Toolkit (DOT) found at <https://www.deltadentalmi.com/DOT> 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, if Dentist demonstrates a pattern of rendering unnecessary services to Enrollees, and/or providing services that do not meet the applicable standard of care, Dentist may be removed by Delta Dental from 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 because 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(s), 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 in 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. 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 Policy and Cultural Competency Program, both located at <http://www.deltadentaloh.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.deltadentaloh.com/CMScompliance](http://www.deltadentaloh.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.
3. 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]
4. 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, Ohio Department of Medicaid, CMS, HHS, the Comptroller General, or their designees, Dentist shall provide timely access to Records. Dentist understands that by participating in Delta Dental's network(s), 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)]

5. 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.
6. 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)]
7. 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 is not excluded from participation in Medicare or Medicaid, and is not under investigation for a crime involving fraud or dishonesty. Further, Dentist agrees that he/she or anyone employed by Dentist does not have any current or pending state or federal sanctions against him or her and he/she is not on the Medicare Preclusion List.
8. Dentist agrees to notify Delta Dental within 14 calendar days of utilizing an Offshore Contractor that has access to protected health information ("PHI"). Dentist agrees to annually attest that policies and procedures are in place to ensure PHI is protected.

## 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 Delta Dental network(s) and execution of the Agreement by Delta Dental and shall remain 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, fraud, or suspension or revocation of license, 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 two (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 (other than a with cause termination due to suspension or revocation of Dentist's dental license) within thirty (30) days of the notice of termination. Dentist agrees to submit such 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;
  - b. Dentist may be immediately suspended from participation in Delta Dental network(s); and/or
  - c. Dentist may be required to submit to periodic audits, submit corrective action plans, and/or participate in additional training.

If this Agreement is terminated and a refund or other action has been requested by Delta Dental as a sanction, Dentist shall not be eligible for reinstatement until the refund is 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 this Agreement. 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 Ohio 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 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.

## 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, which 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 (the "Receiving Party") shall hold in strict confidence and trust the other party's ("Disclosing Party") Confidential Information. The Receiving Party shall not disclose, sell, rent or otherwise provide or transfer, directly or indirectly, any of the

Disclosing Party's Confidential Information to any person or entity without the prior written consent of the Disclosing Party. Notwithstanding the preceding sentence, the Receiving Party may disclose Confidential Information of the Disclosing Party to its representatives, counsel, shareholders, directors, officers, employees, agents, or consultants ("Representatives") who need to know such information 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 its 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. To comply with state, federal and/or contractual requirements, 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 carriers.
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 for Premier, PPO, and EPO Networks:**

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.



- **Claims and Pre-Treatment Estimates for Medicare Advantage/Medicaid Enrollees**

Delta Dental  
Attn: GP Claims  
P.O. Box 9298  
Farmington Hills, MI 48333-9298

Dentist may also call 1-800-330-2732 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](mailto: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 Ohio, 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 Franklin County, Ohio, or the U.S. District Court for the Southern District of Ohio.

## II. Delta Dental Premier® Network Terms and Conditions

If Dentist participates in the Delta Dental Premier network, the following provision(s) shall apply in addition to the terms and conditions set forth in Section I of this Agreement:

1. If Dentist participates in the Delta Dental Premier 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 PPO network under the Delta Dental Premier Fee Schedule.

## III. Delta Dental PPO™ Network Terms and Conditions

If Dentist participates in the Delta Dental PPO network, the following provision(s) shall apply in addition to the terms and conditions set forth in Section I of this Agreement:

1. 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.

For purposes of this provision, "Delta Dental Patient Direct" means a discount card program based on the Delta Dental PPO Fee Schedule. It is not insurance.

## IV. Delta Dental EPO™ Network Terms and Conditions

If Dentist participates in the Delta Dental EPO network, Dentist agrees to the terms and conditions set forth in Section I of this Agreement.

## V. Delta Dental Medicaid™ Ohio Plan Network

If Dentist participates in the Delta Dental Ohio Plan Network, the following provision(s) shall apply in addition to the terms and conditions set forth in Section I of this Agreement:

1. Dentist agrees to provide a Delta Dental Medicaid Enrollee ("Medicaid Enrollee") Covered Services pursuant to this Agreement.
2. If Dentist treats a Medicaid Enrollee, Delta Dental's payment shall be based on the lesser of Dentist's submitted fee or the amount on the Delta Dental Medicaid Fee Schedule ("Fee Schedule"). This applies to all locations where Dentist provides services. With the exception of any Medicaid Enrollee copayments Delta Dental has elected to implement, in accordance with Ohio Annotated Code ("OAC") rule 5160-26-12, that Delta Dental's payment constitutes payment in full for any covered service and Provider will not charge the Member or Ohio Department of Medicaid ("ODM") any copayment, cost sharing, down-payment, or similar charge, refundable or otherwise. This Agreement does not prohibit Federally Qualified Health Centers (FQHCs) and Rural Health Clinics (RHCs) from submitting claims for supplemental payments to ODM as specified in OAC Chapter 5160-28.
3. Delta Dental shall notify Dentist whether Delta Dental has elected to implement any Enrollee copayments and, if applicable, under what circumstances Member copayments are imposed in accordance with OAC rule 5160-26-12.
4. Dentist agrees that Enrollee notification regarding any applicable copayment amounts must be carried out in accordance with OAC rule 5160-26-12.
5. If a procedure does not appear on the Fee Schedule, it is not a covered benefit. **Provider will not hold ODM or any Medicaid Enrollee liable in the event the Managed Care Organization ("MCO") or Delta Dental cannot or will not pay for covered services performed by Provider pursuant to this Agreement with the exceptions that:**
  - a) FQHCs and RHCs may be reimbursed by ODM in the event of MCO insolvency pursuant to Section 1902(bb) of the Social Security Act.
  - b) Dentist may bill Medicaid Enrollee when Delta Dental or MCO denied authorization or referral for the services and the following conditions are met:
    - i) Dentist notified Medicaid Enrollee of the financial liability in advance of service delivery;
    - ii) The notification, by Dentist, was in writing, specific to the service being rendered, and clearly states that Medicaid Enrollee is financially responsible for the specific service. A general patient liability statement signed by all patients is not sufficient for this purpose; and

**iii) The notification is dated and signed by Medicaid Enrollee.**

6. Dentist agrees to take the Medicaid 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.
7. In the event a Medicaid Enrollee's health or safety is in jeopardy, Dentist agrees to provide for the immediate transfer to another dentist participating in the Delta Dental Medicaid network.
8. 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 Medicaid 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 Medicaid Enrollee needs in order to decide among all relevant treatment options; the risks, benefits, and consequences of treatment or non-treatment; and/or the Medicaid 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.
9. Dentist agrees to comply with reporting requirements for communicable disease and other health indicators as mandated by Ohio law.
10. Provider will contact the MCO's designated twenty-four-hour post-stabilization services phone line to request authorization to provide post-stabilization services in accordance with OAC rule 5160-26-03
11. All of Dentist's applicable facilities and records will be open to inspection by Delta Dental, MCO, ODM, or ODM's designee(s), or other entities as specified in OAC rule 5160-26-06.
12. Dentist will not identify the addressee as a Medicaid consumer on the outside of the envelope when contacting members by mail.
13. Dentist will release to Delta Dental, the MCO, ODM, or ODM's designee(s) any information necessary for Delta Dental or MCO to perform any of its obligations under the ODM agreement, including but not limited to, compliance with reporting and quality assurance requirements.

14. Dentist will supply, upon request, the business transaction information required under 42 CFR. 455.105.
15. Dentist will contact the MCO's designated twenty-four-hour post-stabilization services phone line to request authorization to provide post-stabilization services in accordance with OAC rule 5160-26-03.
16. Dentist will retain and allow Delta Dental and the MCO access to all Enrollee dental records for a period of not fewer than eight years from the date of service or until any audit initiated within the eight year period is completed and allow access to all record keeping, audits, financial records, and medical records to ODM or its designee or other entities as specified in OAC rule 5160-26-06. At least three of the eight year-period of documentation must be readily available.
17. Dentist will make dental records for Enrollees available for transfer to new providers at no cost to the individual.
18. Dentist acknowledges that Delta Dental maintains its networks in accordance Medicaid rules and regulations, as applicable, and therefore Delta Dental, its health partners, ODM, 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)]
19. **Dentist must either be currently enrolled as an Ohio Medicaid provider and meet the qualifications specified in OAC rule 5160-26-05(C) or be in the process of enrolling as an ODM provider. A MyCare Ohio waiver provider must be currently enrolled as an ODM provider with an active status in accordance with OAC rule 5160-58-04.**
20. Dentist agrees to comply with the provisions contained within the Delta Dental Medicaid Provider Manual.
21. Notwithstanding Section 1(F) of this Agreement, Dentist may non-renew or terminate this Agreement if one of the following occurs:
  - a) Dentist gives Delta Dental at least sixty (60) days prior notice in writing for the nonrenewal or termination of this Agreement, or the termination of any services for which Provider is contracted. The effective date for the nonrenewal or termination of this Agreement or any contracted services must be the last day of the month; or
  - b) ODM proposed action in accordance with OAC Chapter 5160, including rule 5160-26-10(G), regardless whether the action is appealed. Dentist's nonrenewal or termination written notice must be received by Delta Dental within 15 working days prior to the end of the month in which Dentist is proposing nonrenewal or termination. If the notice is not received by this date, Dentist must extend the nonrenewal or termination date to the last day of the subsequent month.

## VI. Delta Dental Tristate Advantage Network

If Dentist participates in the Delta Dental Tristate Advantage network, the following provision(s) shall apply in addition to the terms and conditions set forth in Section I of this Agreement:

1. Dentist agrees to provide a Delta Dental Ohio Medicare-Medicaid Plan Enrollee (“MMP Enrollee”) Covered Services pursuant to this Agreement.
2. If Dentist treats a MMP Enrollee, Delta Dental’s payment shall be based upon the lesser of Dentist’s submitted fee or the amount on the Delta Dental Fee Schedule. This applies to all locations at which the Dentist provides services. Dentist is prohibited from seeking payment from the MMP Enrollee for any Covered Services provided to the MMP Enrollee. Covered Services are reimbursed at 100 percent and, except as explained in the footnotes of the Tristate Advantage Fee Schedule, are subject to Delta Dental's standard time limitations and policies. Due to federal requirements, MMP Enrollees cannot be charged for a missed appointment.
3. If a procedure does not appear on the Fee Schedule, it is not a covered benefit. **Provider will not hold a MMP Enrollee liable in the event the Managed Care Organization (“MCO”) or Delta Dental cannot or will not pay for covered services performed by Provider pursuant to this Agreement with the exceptions that:**
  - a) FQHCs and RHCs may be reimbursed by ODM in the event of MCO insolvency pursuant to Section 1902(bb) of the Social Security Act.
  - b) **Provider may bill MMP Enrollee when Delta Dental or MCO denied authorization or referral for the services and the following conditions are met:**
    - i) **Provider notified MMP Enrollee of the financial liability in advance of service delivery;**
    - ii) **The notification, by Provider, was in writing, specific to the service being rendered, and clearly states that MMP Enrollee is financially responsible for the specific service. A general patient liability statement signed by all patients is not sufficient for this purpose; and**
    - iii) **The notification is dated and signed by MMP Enrollee.**
4. Dentist agrees to take the MMP 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 MMP 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 MMP 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 MMP 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 MMP Enrollee who is his or her patient regarding the following areas of care: the MMP Enrollee's health status, medical care, or treatment options, including any alternative treatment that may be self-administered; for any information the MMP Enrollee needs in order to decide among all relevant treatment options; the risks, benefits, and consequences of treatment or non-treatment; and/or the MMP 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 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 a MMP Enrollee.
8. Dentist acknowledges that Delta Dental maintains its networks in accordance Medicare and Medicaid rules and regulations, as applicable, and therefore Delta Dental, its health partners, Ohio Department of Medicaid 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)]

*[Signature Page to Follow]*

**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 Delta Dental Dentist. 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.

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Name of Dentist (Print)

National Provider Identifier (NPI): \_\_\_\_\_

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Original Signature

Date:

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