

Delta Dental of Missouri

# Uniform Requirements Of Network Participation

Please retain this document for future reference.

## Section A

### Definitions

The following quoted terms have the meanings ascribed to them below when used in this document and will generally be capitalized throughout this document.

**Billed Charge** – The “Billed Charge” is the amount billed by the Participating Dentist for a service provided to an Enrollee on a claim submitted to Delta Dental of Missouri (DDMO); this is the amount regularly charged to all of the Participating Dentist’s patients for a given service.

**Delta Dental Plans Association or DDPA** – The “Delta Dental Plans Association” or “DDPA” is the national organization of Delta Dental plans.

**DeltaUSA Group** – A “DeltaUSA Group” is an account sold by a Delta Dental plan in which covered lives are located in more than one state.

**Enrollee (or Member)** – An “Enrollee” is a patient eligible for care under a dental program administered or underwritten by DDMO or another entity that has an agreement with DDMO, another Delta Dental plan or the DDPA, including DeltaUSA Groups.

**Maximum Plan Allowance or MPA** – The “Maximum Plan Allowance” or “MPA” is the amount determined by DDMO as the “allowed amount” for a particular procedure, service or item. The “allowed amount” is the lesser of the Participating Dentist’s Billed Charge or the appropriate amount under the applicable fee schedule for the DDMO panel or program in which the Participating Dentist participates and to which the Enrollee has access under his or her dental program. DDMO has established fee schedules for the Delta Dental Premier® network and Delta Dental PPO™ network, which may vary by specialty and geographic region. For example, for covered services provided to an Enrollee with access to dentists participating in the Delta Dental Premier network, the “allowed amount” for the Delta Dental Premier Participating Dentist would be an amount equal to the lesser of the Delta Dental Premier Participating Dentist’s Billed Charge or the appropriate amount under the Delta Dental Premier fee schedule.

**Participating Dentist** – A “Participating Dentist” is any licensed dentist who has been fully credentialed, and has a participating dentist agreement in effect with DDMO, under which the dentist agrees to abide by program policies and the Uniform Requirements of Network Participation established by DDMO.

## Section B

### Requirements for panel participation

A Participating Dentist agrees to provide dental care to Enrollees according to these Uniform Requirements of Network Participation, and as they may be supplemented or otherwise amended by Delta Dental of Missouri (DDMO) and published from time to time. Violations of these requirements may lead to the termination of the Participating Dentist's participating dentist agreement and membership in DDMO.

A Participating Dentist agrees to the following:

- 1. Credentialing** - Each Participating Dentist in any of the panels must meet all DDMO and Delta Dental Plans Association required credentialing elements including:
  - License verification
  - Specialty verification if applicable
  - Malpractice insurance
  - State and local licensing board actions, including litigation history
  - Infection control/OSHA requirements
  - Network participation may require primary validation
  - Falsifying or omitting any credentialing information is grounds for network denial or cancellation.
- 2. Appropriate, necessary or customary, practice patterns** - A Participating Dentist, whose practice patterns indicate questionable quality of care or necessity of care, as determined by dental consultants, will be subject to review. In the context of the review, a decision will be made regarding the continuance of the Participating Dentist's participation in any or all panels. This decision shall be reasonably supported by findings within the claim records and in-office investigation.
- 3. Maintaining complete records of treatment and charges** - A Participating Dentist agrees to maintain complete records of treatment and charges according to the applicable standards of the dental profession, and upon request by DDMO, make these available at reasonable times to one or more representatives of DDMO. A Participating Dentist cannot restrict DDMO from verifying and/or re-verifying compliance with the Participating Dentist agreement.
- 4. Consultant and committee review** - A Participating Dentist agrees to cooperate fully with any state or local dental society peer review or DDMO Board mediation committee and/or consultant designated by DDMO to review care provided by the Participating Dentist to an Enrollee. The decision of the consultant or committee, subject to any applicable appeals process, shall be binding on the Participating Dentist and DDMO.
- 5. Complete and accurate claim submission** - A Participating Dentist shall submit complete and accurate claims to DDMO. If DDMO determines that a Participating Dentist filed fraudulent information or has irregularities in billing DDMO or its members, such

Participating Dentist will be subject to termination of the Participating Dentist agreement. Examples include, but are not limited to the following:

- Submitting charges for services not rendered
- Submitting charges prior to completion of treatment or delivery to the patient
- Unbundling services in order to increase benefit reimbursement
- Not returning benefit payments paid in error
- Reporting incorrect treatment dates for purpose of obtaining benefits
- Not collecting appropriate deductibles or co-payments

If, by its own inquiries or as a result of subscriber complaints, DDMO has reason to believe that a Participating Dentist has engaged in, or is engaging in, any fraudulent insurance act or has violated any provision of chapters 375 to 385, RSMO, it may place the Participating Dentist “on review” and investigate any such reports.

6. **Adverse actions reported by Missouri Dental Board or other professional agency, state or federal court** - A Participating Dentist who has been found guilty, or entered a plea of guilty in a criminal prosecution pursuant to the laws of any state, for offenses reasonably related to the qualification, function or duties of a professionally licensed dentist, will have his/her participating dentist agreement terminated. Offenses include, but are not limited to the following: drug and/or alcohol use while administering services, performing services outside the scope of his/her license, offenses involving moral turpitude, committing fraud, dishonesty or an act of violence (whether sentence is imposed or not), incompetence, gross negligence, violation of professional trust or confidence, false or misleading advertisement or solicitation, misleading or deceptive statement offering or promising free service, failure or refusal to properly guard against contagious, infectious or communicable diseases or spread thereof, failure to maintain his/her office(s) and equipment in a safe and sanitary condition.

Revocation of a dental license will result in the immediate termination of the participating dentist agreement. The Participating Dentist Agreement will be temporarily suspended if the dental license is temporarily suspended and will be subject to review for reinstatement.

7. **Ethical conduct** - If DDMO determines that a Participating Dentist has engaged in any conduct shown to be detrimental to the welfare of DDMO, its programs and members, or conduct which is found to be contrary to or destructive of the established purposes of DDMO, DDMO may terminate the participating dentist agreement in its discretion.
8. **Filing claims** - A Participating Dentist agrees to submit a claim for all services rendered to an Enrollee for which a charge is made. Claims will not be considered for benefits if submitted after twelve (12) months from the date services were provided. If DDMO denies a service or services on a claim due to late submission, the Participating Dentist shall not bill the Enrollee for the amount that would have been paid by DDMO had the

claim been submitted in a timely manner and the Enrollee shall not be liable for such amount.

9. **Deductions from payments** – A Participating Dentist authorizes DDMO to deduct from any payments due the dentist, any amount DDMO reasonably determines to be properly due and owing to DDMO, as a refund of payments incorrectly made to or claimed by the Participating Dentist. The Participating Dentist will be provided with an explanation of the reason for the recoupment at the time the deduction is made.
10. **Basis of fees** – A Delta Dental Participating Dentist will accept the Maximum Plan Allowance or MPA as full payment for services provided to an Enrollee. Patients are responsible for co-payments, deductibles, coinsurance and other amounts that are the responsibility of the Enrollee under his or her benefit plan, but Participating Dentist will not bill Enrollees for any balance that exceeds the MPA.
11. **Discounted fees/”no charge” services** - A professional courtesy discount may be appropriately granted when the discounted fee is established for members of a given group (i.e., clergy, indigent patients). When a discounted fee is established for all members of this identifiable group, that same fee must be accorded to all DDMO Enrollees in that identifiable group and this fee will be used to determine the Billed Charge for this group. All discounted fees must be identified on the submitted claim form and must be equivalent to that of the Enrollee’s Billed Charge. When services are provided for which the Enrollee incurs no charge (i.e., the dentist’s immediate family, immediate family of his/her spouse, other dental professionals, etc.) no claim shall be submitted for benefit consideration.
12. **Dental claims by provider** - The Participating Dentist who renders the actual treatment must be listed as the treating dentist on the claim submitted. The Participating Dentist may not submit a claim that includes services rendered by another dentist. Each dentist within a practice must submit his or her own claims for services that each rendered.
13. **Tray set-up and infection control** - The Participating Dentist shall not charge an Enrollee for tray set-up fees or infection control. These procedures are considered a necessity and a component of the procedure and shall not be billed separately.
14. **Coding adjustments** – DDMO will adjudicate dental codes recognized by the ADA and applicable law, including, without limitation, HIPAA. DDMO generally processes claims as submitted; however, alternate benefits, CDT coding updates, or age/time limitations may apply which may result in necessary coding adjustments. DDMO will follow its benefit policies and those established by or for the benefit plan and/or the DDPA. Only current codes recognized by the ADA and applicable law, including, without limitation, HIPAA will be considered for benefit determination. All others will be denied.
15. **Deductibles, coinsurance and co-payments** - The Participating Dentist agrees to charge and make reasonable efforts to collect from Enrollees all applicable deductibles,

coinsurance, co-payments and other amounts that are the responsibility of Enrollees. The Participating Dentist will not charge or knowingly collect from the Enrollee or any other source, any portion of the charge which is to be paid by DDMO.

**16. Use and disclosure of data** - The Participating Dentist agrees that DDMO, DeltaUSA, DDPA, other DDPA member companies, and affiliates and subcontractors of any of the foregoing (collectively, "Delta Dental") may use and disclose Participating Dentist's fees, credentialing data and other relevant information (including but not limited to information regarding treatment, quality, utilization, billing practices, malpractice claims, compliance with contractual and legal requirements, and sanctions or actions by governmental authorities or peer review societies or committees) (collectively, the "Participating Dentist Information"), for purposes of administering national account programs. Participating Dentist acknowledges the foregoing and provides an absolute, unconditional, and unqualified release and discharge of Delta Dental from all past, current, or future actions, liabilities, cause of action, suits, damages, claims and demands whatsoever, in law or in equity, relating to the use and disclosure by Delta Dental of the Participating Dentist Information, and further agrees that Delta Dental shall have the full benefit of this absolute release and discharge, as well as any legal protections afforded under applicable law.

**17. Confidentiality** - Participating Dentists acknowledge that DDMO considers the terms of the Uniform Requirements of Network Participation and corresponding contracts and fee schedules to be confidential and proprietary information. Therefore, Participating Dentists agree not to share such information with anyone other than those who have a need to know in order to assist with the administration of the contract.

**18. Network status** - Participating Dentist's network status (i.e., as PPO, Premier, or Premier Exclusive) will be established for each location where the Participating Dentist practices. If Participating Dentists desire to practice at additional locations for which they are not currently contracted with DDMO as a Participating Dentist, such status will be determined based on the contracting requirements established by DDMO at that time for such location and will not necessarily be the same as their network status for other locations for which they participate.

**19. Immediate notification** - Participating Dentist agrees to notify DDMO immediately in writing upon the occurrence or discovery of any of the following:

- (a) Participating Dentist's license to practice dentistry expires and/or is not renewed, is suspended, revoked, terminated or subject to terms of probation or other restriction;
- (b) Participating Dentist becomes the subject of any disciplinary proceeding or action before a state or federal agency;
- (c) Participating Dentist is accused or convicted of fraud or a felony;
- (d) The cancellation, termination or expiration of insurance coverage required under this Agreement;

- (e) A malpractice action is instituted, settled or decided against Participating Dentist;
- (f) Participating Dentist files a voluntary petition or an involuntary petition is filed against seeking bankruptcy, reorganization, arrangement with creditors or other relief under the bankruptcy laws of the United States or any other laws governing insolvency or debtor relief;
- (g) An act of nature or any event beyond Participating Dentist's reasonable control occurs which substantially interrupts or interferes with all or a portion of Participating Dentist's practice or which has a material adverse effect on Participating Dentist's ability to perform hereunder;
- (h) A material change in the membership, ownership, and/or officers of Participating Dentist's dental practice/corporation;
- (i) Any other situation arises which could reasonably be expected to affect Participating Dentist's ability to carry out the obligations of the Agreement.

If Participating Dentist fails to act as required by this Section 19, DDMO shall have the right to immediately prohibit the Participating Dentist from continuing to provide services to Enrollees.

**20. Dentist-Patient Relationship** - The terms of the Uniform Requirements of Network Participation and corresponding contracts shall not affect the dentist-patient relationship between Participating Dentist and Enrollees. Participating Dentist shall render all services in accordance with generally accepted dental practice and standards prevailing in the professional community at the time of treatment.

**21. Name usage** - Neither Participating Dentist nor anyone acting on his or her behalf may use any registered trademark or service mark of, or licensed to, DDMO or its affiliates, including without limitation, "Delta Dental", without the prior written consent of DDMO. Participating Dentist may only use the name of DDMO for purposes of identifying himself or herself as a Participating Dentist in the dental programs administered or underwritten by DDMO in which the Participating Dentist participates during the term of the participating dentist agreement applicable to such programs.

## Section C

### DDMO agrees to the following:

1. **Prompt and accurate claims processing** – DDMO will provide prompt and accurate claims processing. DDMO will pay the Participating Dentist the applicable MPA for covered services rendered to Enrollees in accordance with the Enrollee's benefit plan.
2. **Prompt response – DDMO will provide a prompt response to inquiries about benefit and eligibility information.**
3. **Promoting participation** – DDMO agrees to promote the Participating Dentist to its groups and Enrollees. DDMO will publish the Participating Dentist's name and other pertinent information in its directories of Participating Dentists.
4. **Nondiscrimination** – DDMO agrees that Enrollees and Participating Dentist have free choice in their selections of each other, so long as the Participating Dentist does not differentiate or discriminate in the treatment of individuals (including Enrollees) because of race, color, sex, age, religion, national origin, disability, health status, or source of payment.
5. **Privacy** – DDMO will safeguard the information in a dentist's credentialing record that is confidential, in accordance with current federal and state regulations. DDMO protects this information and allows access to confidential records information only as legally permitted or required. DDMO may exchange claim data with third parties for administrative or management purposes, including, but not limited to utilization review, quality assurance, monitoring, auditing, and benchmarking.
6. **Complaint resolution** – DDMO will provide the Participating Dentist with a complaint resolution system that shall be used by the Participating Dentist to file a complaint with DDMO if there is a dispute regarding reimbursement or network termination. DDMO will respond to all such complaints in accordance with its procedures.