

# DELTA DENTAL Child Health Plan Plus

## PARTICIPATING DENTIST AGREEMENT

**THIS AGREEMENT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Colorado Dental Service, Inc. d/b/a Delta Dental of Colorado, as first party, hereinafter referred to as the "Corporation" and \_\_\_\_\_, a dentist duly and regularly licensed to practice his/her profession in the State of Colorado, as second party hereinafter referred to as the "Dentist", states the terms and conditions of Dentist's participation in the Delta Dental Child Health Plan Plus Program, hereinafter referred to as CHP+.

**WHEREAS**, the Corporation was organized for the purpose of securing the benefits of dental service through the establishment of a prepaid dental service program for individuals or groups of individuals; and,

**WHEREAS**, the dentist is willing to join in and assist the Corporation in such prepaid dental service program upon the basis hereinafter set forth,

**NOW THEREFORE**, in order to fix the rights and liabilities of the parties hereto under the Corporation's prepaid dental service plan,

**IT IS HEREBY AGREED** between the parties hereto as follows:

1. Complete Agreement

- a. This Agreement, together with any attachments, documents incorporated by reference, or amendments thereto, comprise the parties' complete agreement regarding Dentist's participation in the Delta Dental CHP+ Program. Neither of the parties has made representations or warranties other than those set forth in this Agreement, and such attachments, documents incorporated by reference, or amendments, if any.
- b. The Corporation shall not terminate this Agreement only because a Dentist expresses disagreement with the Corporation's decision to deny or limit benefits, seeks reconsideration of treatment, or discusses alternative methods of treatment with a Covered Person, policy provisions of a plan, or a Dentist's personal recommendation regarding selection of a benefit plan based on the Dentist's personal knowledge of the clinical needs of the patient.
- c. Neither the Dentist nor the Corporation shall be prohibited from protesting or expressing disagreement with a clinical decision, policy, or practice of the Corporation or Dentist.
- d. A Dentist shall not make, publish, disseminate, or circulate directly or indirectly, or aid, abet, or encourage the making, publishing, disseminating or circulating of any oral or written statement or pamphlet, circular, article, or literature that is false or maliciously critical of the Corporation and calculated to injure the Corporation.
- e. The Corporation may terminate this Agreement if a Dentist materially misrepresents the provisions, terms, or requirements of the Corporation's products.

- f. The Corporation shall not penalize a Dentist because the participating Dentist, in good faith, reports to State or Federal authorities, any act or practice by the Corporation that jeopardizes patient health or welfare, or because the participating Dentist discusses the financial incentives or financial arrangements between the Dentist and the Corporation.
2. License to Practice. Dentist represents and warrants that he/she is licensed to practice in the State of Colorado and that such license has not been suspended, revoked, or limited within the last five (5) years. Dentist further represents and warrants that his/her staff and facilities are licensed as required under law. Dentist further represents and warrants that he/she has an active Drug Enforcement Administration (DEA) registration, and that his/her service office(s) is compliant with the Center for Disease Control and Prevention (CDC) Guidelines on Infection Control Practices for Dentistry. All of Dentist's rights and Corporation's obligations under this Agreement are conditioned upon Dentist's continued maintenance of such licensures and professional liability insurance with no restrictions placed thereon. Dentist shall notify Corporation if the status of his/her licensure or DEA registration changes.
3. Malpractice Coverage. Dentist represents and warrants that he/she maintains active malpractice coverage as required by the Dental Practice Act. Dentist will notify Corporation of any changes in his/her malpractice coverage, including the carrier name and policy number.
4. Corporation to Offer Dentist's Services. Dentist hereby constitutes and appoints the Corporation his/her agent to offer his/her services to those individuals (herein designated "Covered Persons") by whom, or on whose behalf, the periodic payments for dental services required by the Corporation have been made.
5. Agreements with Other Dentists. The Corporation shall enter into agreements similar to this Agreement with other participating dentists with similar qualifications. Each Dentist shall enjoy equal rights and be subject to equal obligations with all other participating dentists who have agreements with the Corporation similar to this Agreement.
6. Patients. The Dentist and Covered Person shall have free choice in providing or accepting dental care. No Covered Person shall be denied care because of race, sex, color, creed, national origin, age or religion. In addition, a Dentist may not discriminate, with respect to medically necessary dental services, against Covered Persons that are participants in a publicly financed program.
7. Compliance with Rules and Regulations. The Dentist agrees that he/she will abide by all of the rules and regulations, contained in the Delta Dental Dentist Handbook provided by the Corporation, concerned with the furnishing of dental services to the Covered Person and relating to the Dentist's relations with the Covered Persons and with the Corporation, as established by the Board of Trustees of the Corporation. Such rules and regulations include, but are not limited to, those rules and regulations governing credentialing, quality assurance, and utilization management, which rules and regulations may be amended from time to time by the Corporation upon Notice to Dentist and are incorporated by reference herein. The current Delta Dental Dentist Handbook is included in this agreement as addendum A.

8. Payment for Services

- a. The Corporation agrees to pay Dentist for dental services actually performed on Covered Persons in accordance with the Delta Dental PPO Schedule of Allowances established by the Corporation and subject to change from time to time in the Corporation's sole and absolute discretion. Said Delta Dental PPO Schedule of Allowances shall be the fee basis for Dentist's participation in the CHP+ program, except as otherwise provided in subparagraph 8.d. below.
- b. The Dentist agrees that he/she will not charge greater fees for Covered Persons covered under a Corporation administered program than he/she does for his/her other private patients.
- c. Dentist shall submit claims for payment in a manner and format required by the Corporation. The treating dentist shall sign and complete the section of the ADA Dental Claim Form (or other accepted paper or electronic dental claim) specific to the Treating Dentist and Treatment Location.
- d. For patients enrolled in the CHP+ program, Dentist agrees to accept as payment in full for both covered services and non-covered services the lesser of (1) the Delta Dental PPO Schedule of Allowances or (2) the fees actually charged by Dentist. Non-covered services include those procedures that are not covered under the Covered Person's dental plan due to contract limitations, exclusions, or frequency limitations. If a service is not covered as a result of the Covered Person's annual benefit maximum being reached, Dentist agrees not to charge the Covered Person more than the Delta Dental PPO Schedule of Allowances for that service. Dentist must bill the patient for any copayment or coinsurance amounts in accordance with the CHP+ dental benefit plan.
- e. Covered Persons shall, in no circumstance, be liable for money owed to a participating Dentist by the Corporation and in no event shall a participating Dentist collect, or attempt to collect, from Covered Person, any money owed to Dentist by the Corporation.
- f. It is the responsibility of the participating Dentist to collect applicable coinsurance, copayments, or deductibles from Covered Persons pursuant to the evidence of coverage. It is also the Dentist's obligation to notify Covered Persons of their personal financial obligations for non-covered services.
- g. Dentist shall not waive any deductibles, coinsurance, or co-payments required under any CHP+ dental benefit plan unless this action has been coordinated with the Corporation as required by the Corporation's Discount Policies.
- h. A Dentist shall not be subjected to a financial disincentive based on referring a Covered Person for dental treatment to a participating dentist, so long as the Dentist making the referral adheres to the Corporation's policies and procedures contained in the Delta Dental Dentist Handbook provided by the Corporation.
- i. The Corporation adheres to the State of Colorado requirements for prompt payment of claims. Claims not paid in accordance with these requirements will involve payment of interest and/or penalties to the Dentist, or Covered Person, as required by law.

- j. Dentist agrees to submit claims on behalf of Covered Persons to the Corporation within 12 months of the date of service completion. Delta Dental of Colorado is the entity responsible for receiving and processing of claims for patients enrolled in a Delta Dental of Colorado dental benefit plan.
  - k. Any adjustments to claims required as a result of underpayment or overpayment by the Dentist or by the Corporation shall be limited to 12 months from the original date of payment or denial.
9. Contract Compliance.
- a. Dentist shall maintain legible treatment and financial records with respect to Covered Persons to whom Dentist provides dental care services. Dentist agrees to provide verification that the fees he/she charges Covered Persons covered under the Delta Dental CHP+ program are in accordance with the Delta Dental PPO Schedule of Allowances and that he/she will allow, if asked, a representative of the Corporation to examine such records as necessary.
  - b. Dentist shall keep accurate and current dental files and records for each Covered Person. Dentist agrees to comply with all applicable laws and regulations regarding the privacy and confidentiality of such records. Dentist shall cooperate with the Corporation in securing proper authorization to release dental files and records to the Corporation and shall make records available for inspection and copying by the Corporation during normal business hours.
10. Directory of Names and Services. Dentist agrees that the Corporation may include the Dentist's name and other pertinent information in any directory of Delta Dental CHP+ program dental service providers that may be distributed from time to time to Covered Persons under the Delta Dental CHP+ program. Dentist shall not promote or publicize his/her status under this Agreement without the prior written consent of the Corporation.
11. Amendment of the Agreement. This Agreement may be amended by the Corporation upon written Notice to Dentist at least 90 days before the effective date of the amendment. If Dentist fails to object to the amendment within 15 days of Notice, the amendment will be deemed approved by Dentist. Changes in reimbursement allowances do not require the 90 day notice.
12. Termination
- a. Either party to this Agreement may terminate this Agreement, without cause, with a written 60 day notice.
  - b. The Corporation and the Dentist shall allow Covered Persons to continue receiving care, which will be covered by the Corporation pursuant to the Covered Persons contract, for 60 days from the date a participating Dentist is terminated by the Corporation, without cause, when proper notice has not been provided to the Covered Persons.
  - c. In instances of failure to maintain a license or serious misconduct, the participating Dentist will be immediately terminated. For any other reason, the Corporation may terminate this agreement for cause, with at least 60 days notice. Termination for cause may include but is not limited to, irregular billing, falsification of reports, failure to comply with audit and certification requirements, falsification of patient or office

records, or if a Dentist engages in offensive, abusive, obscene or threatening behavior toward any employee of the Corporation. The participating Dentist will be notified that his/her participation status is being reviewed by the Corporation. If the Corporation's decision is to terminate the participating agreement, the Dentist will be notified of the right to appeal in accordance with Corporation's policies and procedures set out in the Delta Dental Dentist Handbook.

13. Provider Dispute Resolution

- a. Pursuant to Colorado State requirements, a Dentist may dispute an administrative, payment, or other dispute that does not involve a utilization review analysis through a formal provider dispute resolution process. Such process does not include routine provider inquiries that the Corporation resolves in a timely fashion through existing informal processes.
- b. Information on the formal provider dispute resolution process can be obtained in Colorado Insurance Regulation 4-2-23. The Corporation's procedures for the dispute resolution process can be obtained upon request from the Corporation.

14. Notice. Any Notices required to be given shall be sent by United States Mail to the last known address of the other party, with the postage prepaid. Notice shall be deemed given upon the date of mailing.

15. Non-Assignment. Dentist shall not assign any of his/her rights or obligations under this Agreement. The Corporation may assign this Agreement to an affiliated entity without prior consent of Dentist.

16. All provisions of this Agreement must be accepted by the Dentist if the Agreement is to be valid. Exclusion of one provision will invalidate the whole Agreement.

17. If any portion of this Agreement conflicts with State or Federal statutes, then the applicable State or Federal statute will take precedence over this Agreement.

18. The parties hereby agree that signed Agreements may be delivered by fax and that such fax shall be binding as if it were the original signature.

**IN WITNESS WHEREOF**, the Parties hereto have agreed to the terms of this Agreement.

**PARTICIPATING DENTIST**

**COLORADO DENTAL SERVICE, INC.  
d.b.a. Delta Dental of Colorado**

\_\_\_\_\_  
Print Dentist Name

\_\_\_\_\_  
License # Specialty

\_\_\_\_\_  
Dentist Signature and Title

\_\_\_\_\_  
Signature for DDCO

\_\_\_\_\_  
Title of DDCO Signee

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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

\_\_\_\_\_  
Dental Practice or Corporate Name

\_\_\_\_\_  
Tax Identification Number

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Street

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City

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State

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Zip Code

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( )  
Telephone Number

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( )  
Fax Number

\_\_\_\_\_  
E-mail address

PLEASE LIST BELOW ANY OTHER DENTISTS PRACTICING AT THIS LOCATION:  
(with the EIN or SSN under which they are practicing)

\_\_\_\_\_  
Print Dentist Name

\_\_\_\_\_  
Dentist Signature

\_\_\_\_\_  
Date

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License Number

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EIN or SS Number

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Specialty

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Print Dentist Name

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Dentist Signature

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