

**AMENDMENT TO  
DELTA DENTAL OF VIRGINIA PARTICIPATING DENTIST AGREEMENT  
For Participation in  
the Gateway Network Program**

*This Amendment states the terms of Dentist's participation in the Gateway Network Program and amends the primary participation agreement between Delta Dental of Virginia ("DDVA") and the participating Dentist (hereinafter referred to as "Dentist"), including but not limited to the Participating Provider Agreements, Designated Provider Agreement, or any agreement under which Dentist participates with DDVA ("Dentist Agreement"). This Amendment shall be effective on July 1, 2008 ("Effective Date").*

*For purposes of this Amendment, Dentist means the individual dentist, partnership, corporation, limited liability company or similar entity on whose behalf this Amendment is signed and for which DDVA has accepted as a Gateway Network Dentist. Whenever the term "Dentist" is used in this Amendment, it means Dentist and any other health care professional, employee or subcontractor who provides Dental Services to Enrollees under Dentist's supervision.*

*Dentist agrees to participate in the Gateway Network Program on the following terms and conditions:*

- 1.) Participation.** Dentist has an unrestricted license to practice dentistry in the Commonwealth of Virginia and is currently under an agreement with DDVA to provide Dental Services to Enrollees. In order to participate in the Gateway Network, Dentist's current Dentist Agreement must remain enforce. Dentist desires to enter into this Amendment to provide Dental Services to Enrollees in the Gateway Network Program pursuant to the terms and conditions of this Amendment.
- 2.) Compensation.** Dentist agrees to accept the plan allowances under their current Dentist Agreement for Dental Services provided under this Amendment to Enrollees in the Gateway Network Program. Provider shall not solicit or accept any surety or guarantee of payment from Enrollee in excess of the amount of any applicable Deductible or Coinsurance.
  - (a) Hold Harmless.** Except as expressly allowed herein, that in no event including, but not limited to, non-payment or insolvency of DDVA or any breach of this Amendment, shall Dentist bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against Enrollees or persons acting on their behalf for Dental Services provided pursuant to this Amendment. Dentist further agrees that this provision shall survive the termination of the Amendment regardless of the cause giving rise to termination.
  - (b) Non-Covered Dental Services.** A Dentist is permitted to charge an eligible Enrollee responsible for Dental Services that are not a Covered Service only if the Enrollee knowingly elects to receive the non-covered Dental Service(s) and enters into an agreement in writing to pay for such Dental Service(S) prior to receiving them. Non-covered Dental Services include: a Dental Service not covered under the Gateway Network Program, Dental Service(s) for which pre-authorization has been denied and Dental Services that require a pre-authorization and Dentist fails to obtain said pre-authorization.
  - (c) Prompt Payment.** DDVA shall pay clean claims within 30 business days of receipt and shall pay or deny all claims within 60 business days of receipt. For clean claims that are not paid within 30 business days, interest shall be paid at the rate used for purposes of Section 3902(a) of Title 31, United States Code for the period beginning on the day after the required payment date and ending on the date on which payment is made.
  - (d) Reimbursement of Erroneous Payments.** Dentist must refund any erroneous payments made by DDVA or an Enrollee within 30 days of receiving notification of the error.

- 3.) **Regulatory Compliance.** The Dentist agrees to comply with all applicable Medicare laws, regulations and instructions by the Centers for Medicare and Medicaid Services (CMS). Any subcontractor with whom Dentist contracts to perform delegated services under this Amendment shall enter into a written agreement under which the subcontractor agrees to comply with all applicable Medicare laws, regulations and instructions by the CMS.
- 4.) **CMS and MAO Oversight.** The services provided under this Amendment are subject to oversight by CMS and Medicare Advantage Organizations (MAO) that have contracted with DDVA to delegate services in compliance with 42 CFR Section 422.502(i)(iv). The credentialing process for participation in the Gateway Network Program is subject to review and approval by MAOs and may be audited on an ongoing basis. CMS or an MAO may monitor dentist's services for performance review. MAOs shall have the authority to require DDVA to terminate this Addendum; however, such termination shall be limited to the Gateway Network Program and shall not impact Dentist's participation in any of DDVA's other dentist networks. As specified in Section 11, in the event of termination of this Amendment, the terms and conditions of the Dentist Agreement between DDVA and Dentist shall survive.
- 5.) **Exclusion from Federal Health Care Program.** Dentist must be eligible to participate in Federal health care programs and shall not employ, contract with, or permit ownership by, any individual or entity that has been excluded from participation in a Federal health care program under Section 1128 or 1128A of the Social Security Act.
- 6.) **Non-Discrimination.** Dentist shall accept as patients all Enrollees that have selected Dentist and shall not refuse treatment or services based on race, ethnicity, national origin, religion, sex, age, and current or anticipated mental or physical disability.
- 7.) **Audit Rights.** Dentist acknowledges that the Department of Health and Human Services ("HHS"), the Comptroller General, or their designees shall have the right to inspect, evaluate, and audit any of Dentist's pertinent contracts, books, documents, papers, and records that involve transactions related to the Gateway Network Program, including the pertinent contracts, books, documents, papers, and records of any related entity(s), contractor(s), or subcontractor(s). HHS, the Comptroller General's or their designee's right to inspect, evaluate, and audit for any particular contract period will exist through 10 years from the final date of the contract period or from the date of completion of any audit, whichever is later.
- 8.) **Confidentiality, Access, and Accuracy of Record.** Dentist shall abide by all applicable Federal and State laws regarding confidentiality and disclosure of dental records. The Dentist must safeguard the privacy of any information that identifies a particular Enrollee and have procedures that specify: (1) For what purposes the information will be used within the Dentist's organization; and (2) To whom and for what purposes the Dentist will disclose the information outside its organization. Dentist must ensure that dental information is released only in accordance with applicable Federal or State law, or pursuant to court orders or subpoenas. Dentist shall maintain the Enrollee records and information in an accurate and timely manner and, further, shall ensure timely access by Enrollees to the records and information that pertain to them.
- 9.) **Encounter Data.** Upon request, the Dentist shall assist a MAO with its Medicare reporting requirements and shall submit all data necessary to characterize the context and purpose of each encounter with an Enrollee.
- 10.) **Cessation of Care.** In the event of DDVA's insolvency or other cessation of operations, Dentist shall continue to provide the Dental Services required by this Amendment through the period for which premiums have been paid.



11) **Term and Termination.** Either party may terminate this Amendment with 30 days written notice to the other party. The effective date of termination will be the date specified in the notice. Either party may terminate this Agreement without cause upon at least 90 days prior written notice to the other party. This Amendment shall begin on the Effective Date and shall remain in effect unless terminated in accordance with the terms of the Dentist Agreement and/or this Amendment. In the event of termination of this Amendment, the terms and conditions of the Dentist Agreement between DDVA and Dentist survive. The Hold Harmless provision set forth in Section (2)(a), and the Cessation of Care provision set forth in Section 10 shall survive termination of this Amendment.

**IN WITNESS WHEREOF, for good and valid consideration the receipt of which is hereby acknowledged, Dentist, acting directly or by Dentist’s authorized representative, has executed this Amendment.**

**Dentist**

By: \_\_\_\_\_

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

\_\_\_\_\_  
Please Print Name & Include:

\_\_\_\_\_  
Office Street Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Federal Tax I.D.# or Social Security #

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

*If this Amendment applies to more than one dentist or dental office location, please attach a separate sheet identifying the additional dentists, their license numbers, and/or the office locations at which Dental Services will be provided.*

**PLEASE RETURN ENTIRE SIGNED AMENDMENT TO: Delta Dental of Virginia  
Attn: Provider Relations  
4818 Starkey Road  
Roanoke, VA 24018**

<b>TO BE COMPLETED BE DDVA:</b>	<b>Date Accepted by DDVA:</b> _____
	<b>DDVA Representative’s Initials:</b> _____