

## RULES AND REGULATIONS OF DELTA DENTAL OF TENNESSEE

(Revision January 29, 1994)  
(Revision October 2, 1998)  
(Revision December 13, 1998)  
(Revision May 4, 2001)  
(Revision August 4, 2001)  
(Revision August 31, 2006)  
(Revision March 21, 2014)  
(Revision November 2, 2020)

- (1) A participating dentist agrees to abide by the Rules and Regulations as established by Delta Dental of Tennessee (DDTN) as well as any others which may be adopted from time to time by the DDTN Board of Directors. Any violation of these Rules and Regulations may result in the revocation of the Dentist's Participating Agreement.
- (2) Under the Rules and Regulations, the contract between DDTN and the participating dentist shall consist of, but not be limited to, the following:
  - The Participating Dentist Agreement
  - The Rules and Regulations
  - The provisions of DDTN's group contracts and/or agreements with group purchasers, and their Processing Policies used in determining benefits.
- (3) A participating dentist's charges, including deductibles and/or co-payments, allowed by DDTN for dental services, shall be the lesser of the dentist's submitted fee or the Maximum Plan Allowance (MPA) established by DDTN to administer Delta Dental pre-paid dental care programs. These programs include Delta Dental National Accounts and DeltaUSA Accounts.
- (4) A participating dentist shall charge and make reasonable efforts to collect all applicable deductibles and/or co-payments from DDTN patients.
- (5) A participating dentist shall not receive payment from a DDTN patient for any portion of a billing which is to be paid by DDTN or its agent.

The exception to this is that a participating dentist may request payment in advance for services that will be covered by DDTN for services performed on a patient's first visit to the dentist's office where the dentist has been unable to confirm the patient's eligibility prior to treatment.

Prepayment, interest or service charges may not be charged on that portion of the fee for which DDTN is responsible.
- (6) A participating dentist may offer services at less than the fee she/he would normally submit to DDTN for payment provided:
  - (A) The discount is a legitimate professional discount offered to an identifiable segment of the dentist's practice;

- (B) The lower fee is accorded to DDTN; and
  - (C) Records are maintained by the dentist to verify compliance.
- (7) A participating dentist may not submit or cause to be submitted to DDTN any Attending Dentist's Statement or any other statement which contains untrue or misrepresented information.
  - (8) A participating dentist may not sign an Attending Dentist's Statement which includes services rendered by another dentist.
  - (9) A participating dentist who renders services to any DDTN patient shall be fully and totally responsible for all related information provided to DDTN on any Attending Dentist's Statement whether that dentist is a solo practitioner, a partner in a partnership, or a member, principal, agent, employee or affiliate of a professional or other corporation or dental practice. Any liability arising out of any payment made on behalf of or at the request of a participating dentist should be and remains that of the dentist.
  - (10) A participating dentist shall schedule patients and provide dental treatment in accordance with applicable standards of the dental profession and without regard to whether that patient is eligible for dental expense benefits, i.e., the necessary and method of care is to be determined solely by professional standards.
  - (11) A participating dentist agrees to cooperate with peer review committee and/or consultant designated by DDTN to review professional standards relative to care provided by the participating dentist. The decision of any such consultant or committee, subject to any applicable appeal process, shall be binding on that participating dentist and DDTN.
  - (12) A participating dentist agrees that DDTN may withhold a portion of its payment to a dentist for development of the corporation ("Research and Development Withhold"). This withhold, as well as any other DDTN reductions to any fees submitted on an Attending Dentist's Statement, may not be charged back to the patient unless approved by DDTN.
  - (13) In order for DDTN to determine compliance with the Participating Dentist Agreement, the dentist agrees to maintain and make available adequate records for random review or for cause. The dentist will make available upon request to a representative of DDTN at the office where treatment was rendered and at reasonable times, all books, records, papers, and computer systems related to treatment and charges to any of the dentist's patients and in sufficient quantity as determined by DDTN, to verify and/or re-verify compliance with the Rules and Regulations. Records covering payments received for services, regardless of source and/or method shall also be made available without charge.
  - (14) A participating dentist agrees to file primary, secondary, or pre-determination claim forms for DDTN subscribers at no charge to DDTN or the subscribers.

- (15) A participating dentist agrees that s/he is a partner in a partnership, or a member, principal, agent, employee or affiliate of a professional or other corporation or dental practice, all other partners, members, principals, agents, employees or affiliates must be members of DDTN.
- (16) A participating dentist agrees s/he will accept for his/her services performed pursuant to this contract, the benefit payments determined by DDTN, and shall make no charge to an eligible subscriber, which is contrary to the dentist payment contracts negotiated by DDTN.
- (17) A participating dentist agrees to allow for random review or for cause, either pre or post-operative examinations of his/her patients who are DDTN subscribers if necessary to determine benefits or to assure compliance with the Participating Dentist Agreement.
- (18) A participating dentist, who is found to have violated the Rules and Regulations, singly or in combination, shall be deemed to be in noncompliance with his/her Participating Dentist Agreement and shall be sanctioned in accordance with the Bylaws of DDTN.
- (19) A dentist, who has lost his /her participating status, after complying with any and all conditions of a sanction, may apply for reinstatement in accordance with the Bylaws of DDTN.
- (20) A participating dentist shall not be relieved of any obligation incurred under his/her Participating Dentist Agreement regardless of any subsequent termination of participating status. Any procedures or restorations begun prior to termination shall be completed under the contracted Participating Agreement.
- (21) A participating dentist authorizes DDTN to deduct from any payments due him/her such sums as DDTN reasonably determines to be properly due and owing to DDTN as a refund of payments incorrectly made to or claimed by the dentist for which the dentist has not refunded the amount due.
- (22) Any dentist terminated in any DDTN program will be terminated in all DDTN programs.
- (23) Participating dentists are required to maintain Professional Liability Insurance in an amount established by DDTN and to provide evidence of such to DDTN in a manner it describes.
- (24) A participating dentist agrees to comply with all governmental regulations issued by both State and Federal agencies.