DELTA DENTAL OF MINNESOTA*

DENTIST PARTICIPATION AGREEMENT FOR MEDICA* LABELED PRODUCTS

THIS AGREEMENT, effective ____________ ("Effective Date"), is made between Delta Dental of Minnesota, a Minnesota nonprofit health service plan corporation ("DDMN") and ________________ ("Dentist"). The purpose is to set forth the terms and conditions under which Dentist shall render Dental Services to individuals covered by Benefit Contract whose payment specifications are described in the attached Appendix B. For Dental Services provided on or after the Effective Date, this Agreement supersedes and replaces any existing agreements between Dentist and Medica ("Medica") relating to Dental Services provided to individuals covered for Dental Services under any Medica Benefit Contract after the effective date.

SECTION 1
Definitions

The following definitions apply to this Agreement, to any attachments, and to all amendments or addenda to this Agreement (Note: Whenever a defined term is used in this Agreement, it will be identified in bold print in the same type style as set forth in this Definitions section.):

**Agreement**: shall include this Provider Agreement, its Appendices, DDMN's Policies and Procedures, DDMN’s Administrative Manual, and all amendments or addenda to this Agreement hereto.

**Benefit Contract**: a plan of dental and/or health care coverage issued by Medica or a dental plan labeled as a Medica dental plan administered and underwritten by DDMN and which contains the terms and conditions of a Member's coverage.

**CMS**: shall mean the Centers for Medicare and Medicaid Services.

**Copayment**: the amount a Member is required to pay for certain Dental Services in accordance with the Member's Benefit Contract.

**Deductible**: the amount of charges for Dental Services which the Member is required to pay in advance of any coverage for such services in accordance with the Member's Benefit Contract.

**Dental Care Professional**: a dentist, dental hygienist, certified and/or registered dental assistant, dental technician, or other person who is in compliance with the rules and regulations of the Board of Dentistry or any other applicable regulating state board in which the Dental Care Professional is practicing for the sole purpose of providing Dental Services under the Benefit Contract.

**Dental Services**: the dental and/or health care services and supplies covered by the Member's Benefit Contract.

**Dentist**: a Doctor of Dental Surgery ("DDS") or a Doctor of Medical Dentistry ("DMD"), legally authorized to provide dental services in the state of Minnesota, or the State in which they are licensed, who has available the necessary dental care resources to provide Dental Services to Members pursuant to this Agreement, and who is either employed by or contracted with DDMN as a participating provider for Medica products.

**Maximum Allowable Charge**: is the lower of the actual fee charged by the Dentist or the schedule as determined by DDMN for Dental Services regardless of whether the person receiving the Dental Services is a Member.

**Member**: an individual who is properly enrolled for coverage under a Benefit Contract.

**Participating Provider**: a dental and/or health care professional, including Dentist, that has a participation agreement in effect with DDMN to provide Dental Services to Medica Members.

* Delta Dental is a registered mark of Delta Dental Plans Association ("DDPA"). Delta Dental of Minnesota is an independent nonprofit dental services company and is an authorized licensee of DDPA. DDPA has licensed Medica to use the Delta Dental service marks in connection with Medica branded dental insurance services marketed and sold with Medica health insurance services. None of Medica’s health insurance products or services are sponsored, approved, recommended or endorsed by DDPA.

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SECTION 2
Eligibility of Members for Dental Services

Section 2.1 Identification Cards. Medica shall give Members an identification card, which shall bear the name of the Member and his or her member number.

Section 2.2 Verification of Eligibility. Dentist may verify the current status of the Member's eligibility for Dental Services by requesting presentation by the Member of his or her identification card or by contacting DDMN or Medica as specified on the identification card. If DDMN or Medica subsequently determines that the individual was not eligible for coverage for the services rendered, those services shall not be eligible for payment by DDMN or Medica according to the Benefit Contract.

SECTION 3
Provision of Dental Services

Section 3.1 Provision of Dental Services. Dentist or Dental Care Professional shall provide or arrange for the provision of all Dental Services to all members in accordance with generally accepted standards of dental practice of the community in which Dentist most frequently renders Dental Services. Dentist shall accept Members as new patients on the same basis as Dentist is accepting non-Members as new patients without regard to race, religion, sex, color, national origin, age or physical or mental health status. Additional requirements for the provision of certain Dental Services may be set forth in the Appendices.

Section 3.2 Utilization Management and Quality Assurance. Dentist shall cooperate with all reasonable utilization management, quality assurance, peer review, member grievance or other similar programs established by DDMN.

Section 3.3 Duties and Obligations. Dentist shall comply with all protocols of DDMN, including, but not limited to the following:

1. Full compliance with DDMN's credentialing criteria, as modified from time to time by DDMN.
2. Adherence to the Rules and Regulations of DDMN, and all amendments thereto, as established from time to time by DDMN and communicated to Dentist in writing, in matters relating to this Agreement and the provision of Dental Services to Members.
3. Contacting Medica for appropriate referrals for Members receiving Dental Services under their comprehensive medical plan.

Section 3.4 Authority to Contractually Bind. Dentist warrants and represents that he or she has the authority to enter into this Agreement. Dentist acknowledges and agrees to be subject to and comply with all terms and conditions of this Agreement.

SECTION 4
Payment for Dental Services

Section 4.1 Payment for Dental Services. DDMN shall pay Dentist for Dental Services rendered to Members by Dentist or Dental Care Professional as specified in the attached Appendices.

Section 4.2 Prompt Payment of Claims. DDMN agrees to the prompt payment of “clean claims” under this Agreement as provided in Minnesota Statute 62Q.75 and 42 C.F.R. 422.520.

Section 4.3 Submission of and Adjustments to Claims for Dental Services. Dentist shall submit claims for Dental Services to DDMN in a manner and format prescribed by DDMN. Claims must be received by DDMN no more than 12 months from the date the Dental Services were rendered.

Unless otherwise directed by DDMN, Dentist shall submit claims using the American Dental Association (“ADA”) approved claim form using the current version of the ADA CDT procedure codes in effect on the date services are rendered.
rendered, and shall include in each claim Dentist's Maximum Allowable Charges for the Dental Services rendered to a Member during a single instance of service.

DDMN shall have the right to make and Dentist shall have the right to request corrective adjustments to any previous payment for a claim for Dental Services; provided, however, that any such adjustments shall be made in accordance with the standards and procedures as modified from time to time by DDMN.

Section 4.4 Coordination of Benefits. Dentist shall cooperate with the coordination of benefits policy established by DDMN, which shall be administered in accordance with applicable Minnesota laws or regulations.

Section 4.5 Member Protection Clause. Dentist agrees not to bill, charge, collect a deposit from, seek remuneration from, or have any recourse against any Member or persons acting on their behalf for services provided under this Agreement or for payment of any fees that are the legal obligation of Medica under its contract with CMS. This provision applies to, but is not limited to, the following events: (1) nonpayment by Medica or DDMN, or (2) breach of this Agreement. Dentist shall accept as payment in full for Dental Services rendered to Members such amounts as are paid by DDMN and Medica in accordance with this Agreement. In no event shall Dentist hold or attempt to hold any Member financially responsible for any Dental Services provided, except for Deductibles, Copayments and services not eligible for coverage under the Member's Benefit Contract.

In addition, Dentist agrees not to hold Members that are eligible for both Medicare and Medicaid financially responsible for Medicare Part A and Part B cost sharing when Medicaid is responsible for payment of such amounts. Medica shall not impose cost sharing in excess of the cost sharing permitted under Title XIX of the Social Security Act. Dentist shall either accept Medica’s payment for services as payment in full, or bill the appropriate state source.

This provision survives the termination of this Agreement for any unauthorized services Dentist provides before termination of this Agreement, regardless of the reason for termination. This provision is for the benefit of the Members. This provision does not apply to services provided after termination of this Agreement.

This provision supersedes any contrary oral or written agreement existing now or entered into in the future between Dentist and Member or persons acting on their behalf regarding liability for payment for services provided under this Agreement.

Nonpayment shall include nonpayment in the event of insolvency of Medica or DDMN.

The following provision is incorporated into this Agreement as required by the federal regulations promulgated by the Secretary of Health and Human Services pursuant to authority granted to the Secretary under the Health Insurance for the Aged Act, 42 U.S.C. Section 1395hh, which regulations are codified at 42 C.F.R. 417.122(b).

Dentist agrees that in the event of Medica's insolvency, Dentist shall continue to provide any Member with Health Services from the date of the Medica's insolvency for the duration of the contract period for which premium payment has been made by such Member. Furthermore, Dentist shall continue to provide Health Services to those Members who are confined in an inpatient facility until such Members are discharged.

SECTION 5
Relationship Between Parties

Section 5.1 Relationships Between the Parties. The relationship between the parties to this Agreement is solely that of independent contractors and nothing in this Agreement or otherwise shall be construed or deemed to create any other relationship, including one of employment, agency or joint venture.

Section 5.2 Cooperation with DDMN and Medica. Dentist agrees to fully cooperate with DDMN and Medica in their compliance efforts with Medica’s contractual obligations with CMS as provided in 42 C.F.R. 422.504 (i)(3)(iii) for Medicare Members.

SECTION 6
Hold Harmless, Indemnification and Liability Insurance

Section 6.1 Dentist Hold Harmless and Indemnification. Dentist shall defend, hold harmless and indemnify DDMN or Medica against any and all claims, liabilities, damages or judgments asserted against, imposed upon or incurred by DDMN or Medica that arise out of the acts or omissions, including negligence, of Dentist or Dentist's employees, agents or representatives in the discharge of his, her or their professional responsibilities to a Member under this Agreement.
Section 6.2 DDMN Hold Harmless and Indemnification. DDMN shall defend, hold harmless and indemnify Dentist against any and all claims, liabilities, damages or judgments asserted against, imposed upon or incurred by Dentist that arise out of the acts or omissions, including negligence, of DDMN or DDMN's employees, agents or representatives in the discharge of its or their responsibilities to a Member.

Section 6.3 Dental Liability Insurance. Dentist shall procure and maintain, at Dentist's sole expense, comprehensive general and/or umbrella liability and professional liability insurance in the amounts of $1,000,000 per occurrence and $3,000,000 aggregate, or such other amounts as determined by DDMN's Credentialing Committee from time to time. Dentist shall also assure that all dental and/or health care professionals employed by or under contract with Dentist to render Dental Services to Members are covered under Dentist's or their own individual professional liability insurance policies. All professional liability and malpractice insurance required pursuant to this Section 6.3 shall be either occurrence or claims made with an extended period reporting option under such terms and conditions as may be reasonably required by DDMN. Prior to or within 30 days following execution of this Agreement by Dentist and at each policy renewal thereafter, Dentist shall submit to DDMN in writing evidence of insurance coverage. Dentist shall notify DDMN in writing within 10 days of any changes in carriers, termination of, renewal of or any material changes in Dentist's liability insurance, including reduction of limits, erosion of aggregate, change in retention or non-payment of premiums.

SECTION 7
Laws, Regulations and Licenses; Medicare Compliance

Section 7.1 Laws, Regulations and Licenses. Dentist shall maintain, and shall assure that all dental and/or Dental Care Professional employed by or under contract with Dentist to render Dental Services to Members maintain, all federal, state and local licenses, certifications and permits, without restriction, which are required to provide dental and/or health care services consistent with any applicable federal laws, state statutes, rules or regulations.

Dentist shall notify DDMN in writing within 10 days of any suspension, revocation, condition, limitation, qualification or other restriction on a Dentist's license, certification and permit by any state in which a Dentist is authorized to provide dental care services.

Section 7.2 Compliance with Medicare Requirements. Dentist acknowledges and agrees that Medica oversees and is ultimately accountable to CMS for any functions and responsibilities described herein related to services provided to Medicare Members. In addition, Dentist shall comply with the following requirements regarding the provision of Medicare-related services to Members in accordance with the Medicare program under Title XVIII of the Social Security Act:

7.2.1 Compliance with Contractual Obligations. Dentist shall perform the services set forth in this Agreement in a manner consistent and in compliance with Medica’s contractual obligations with CMS.

7.2.2 Selection of Providers and Subcontractors. Medica retains the right to approve, suspend, or terminate any arrangement which provides for the selection of providers, contractors, or subcontractors for servicing Medicare Members.

7.2.3 Delegation. DDMN does not delegate any credentialing, CMS reporting, or any other administrative activities for Medicare Members to Dentist.

7.2.4 Revocation. Medica reserves the right to revoke any services performed under this Agreement for Medica Members in instances where CMS or Medica determines that Dentist has not performed satisfactorily. In such event, Dentist shall cooperate with DDMN and Medica regarding the transition of any activities that have been revoked pursuant to this subsection.

7.2.5 Monitoring. Medica and DDMN will monitor the performance of all services performed under this Agreement for Medica Members on an ongoing basis.

7.2.6 Compliance with Medicare Laws and Regulations. Dentist agrees to comply with all applicable Medicare laws, regulations, and CMS instructions.
SECTION 8
Name, Symbols and Service Marks

Section 8.1 Rights of Dentist and DDMN or Medica. During the term of this Agreement, Dentist and DDMN or Medica shall have the right use each other's name and make public reference to Dentist as a Participating Provider. Dentist and DDMN or Medica shall not otherwise use each other's name, symbol or service mark without prior written approval.

SECTION 9
Books and Records

Section 9.1 General Access to and Release of Books and Records. DDMN or Medica, during regular business hours and upon reasonable notice and demand, shall have access to all information and records or copies of records related to Dental Services rendered by Dentist or Dental Care Professional under this Agreement or related to the efficiency of health care management techniques by DDMN or Medica. Unless otherwise required by applicable statutes or regulations, or as otherwise specified in the Appendices, DDMN or Medica shall have such access during the term of this Agreement and for 5 years following its termination. Dentist shall provide records or copies of records requested by DDMN or Medica within 14 days from the date such request is made. This provision shall not be construed to allow access to books and records related to the financial performance of Dentist.

Section 9.2 Governmental Access to Records For Medicare Members. Dentist acknowledges and agrees that the Secretary of the U.S. Department of Health and Human Services ("HHS"), the federal Comptroller General, or any of their authorized representatives or designees shall have the right to audit, evaluate and inspect any information and records, or copies of such, including contracts, books, documents, papers, computer or other electronic systems, and records, including medical and dental records, belonging to Dentist that relate to CMS' contract with Medica or as otherwise deemed necessary by the Secretary of HHS. Dentist shall make such contracts, books, documents, papers, computer or other electronic systems, records, including medical and dental records, and documentation directly available to HHS, the federal Comptroller General, or their designees for such inspection, evaluation and audit. Such inspection, evaluation, and audit rights shall exist for ten (10) years from the date of expiration or termination of this Agreement, or the completion of any audit, whichever is later. For the purpose of conducting the foregoing activities, Dentist shall make available its premises, physical facilities and equipment, records relating to Members, and any additional relevant information CMS may require. Further, DDMN, Medica, and Dentist are authorized to release any such information and records as necessary to comply with applicable federal and state statutes and regulations. In addition, Dentist shall grant Medica, or its designees, audit, evaluation and inspection rights set forth in this section and as may be necessary for Medica to comply with its obligations under its contract with CMS.

Section 9.3 Payment for Records. Any such record relating to Dental Services rendered by Dentist to a Member shall be provided free of charge to DDMN, Medica and Member.

Section 9.4 Compliance with Statutes and Regulations. The federal, state and local government and any of their authorized representatives shall have access to, and Medica is authorized to release, in accordance with applicable statutes and regulations, all information and records, or copies of such, within the possession of DDMN, Medica or Dentist, which are pertinent to and involve transactions related to this Agreement and access to which is necessary and consistent with any federal law, state statute, rule or regulation.

Section 9.5 Privacy of Records. Dentist, DDMN, and Medica shall safeguard and maintain the confidentiality of all information regarding Members consistent with any federal law, state statute, rule or regulation. Dentist shall abide by all federal and state laws regarding confidentiality and disclosure of Member dental records, medical records and other Member health and enrollment information and shall maintain accurate and timely medical (dental) records for all Medicare Members. In addition, DDMN shall, and shall cause Dentist to, provide Members, during regular business hours, upon reasonable notice and demand and in accordance with applicable law, with timely access to all information and records, or copies of records that pertain to such Member including, but not limited to, medical records (and dental records) and other health and enrollment information.

SECTION 10
Resolution of Disputes
**Section 10.1 Resolution of Disputes.** For purposes of this Section 10, "Dispute" shall mean any disagreement which out of or relates to the interpretation, implementation or alleged breach of any provision of this Agreement or any Benefit Contract under which Dentist's services are provided pursuant to this Agreement. However, Dispute shall not include any issue arising out of the interpretation, implementation, alleged breach or enforcement of DDMN's Credentialing Criteria. Disputes shall be resolved as follows:

10.1.1 **Date of the Dispute.** The date of a Dispute shall be the date upon which written notice is given by a party to the other party stating the precise nature of the Dispute.

10.1.2 **Informal Resolution of Disputes.** All Disputes shall first be subject to resolution through informal methods. Within 10 working days after the date of the Dispute, Dentist and a representative appointed by DDMN shall meet or shall otherwise establish contact and shall make a good faith effort to resolve the Dispute to the satisfaction of the parties.

10.1.3 **Formal Resolution of Disputes.** In the event the parties are unable to resolve the Dispute within 60 days from the date of the Dispute, or such other longer time period mutually agreed to by the parties, then the parties may submit the Dispute to binding arbitration in accordance with the Minnesota Uniform Arbitration Act. In no event may either party initiate arbitration more than one year from the date of the Dispute. Any arbitration proceeding under this Agreement shall be conducted in Hennepin County, Minnesota. The arbitrator or arbitrators shall have no authority to award punitive or exemplary damages, or to vary or ignore the terms of this Agreement, and shall be bound by controlling law and DDMN's administrative rules.

10.1.4. **Miscellaneous.** If the Dispute relates to a default of a material term of this Agreement, the arbitrator(s) may terminate the Agreement as allowed pursuant to the With Cause Termination section of this Agreement, without providing any further opportunity to cure as set forth in that section.

**SECTION 11**

**Term and Termination**

**Section 11.1 Term.** The term of this Agreement shall commence on the Effective Date and shall continue and remain in effect until terminated.

**Section 11.2 Termination.** This Agreement may be terminated as follows:

1. **With Cause Termination.** This Agreement may be terminated by DDMN or Dentist, with cause, upon a default by the other party under any material term of this Agreement and failure to cure such default within 60 days after receipt of written notice specifying the precise nature of such default. In that event and upon failure to cure such default, the non-defaulting party may exercise its right of termination by providing 30 days prior written notice to the other party. "Cause" is defined as a material breach of this Agreement.

2. **Without Cause Termination.** This Agreement may be terminated by DDMN or Dentist, without cause, upon at least 125 days prior written notice of the other party.

3. **Other Termination Provisions.**
   a. This Agreement may be terminated by DDMN immediately in the event of Dentist's loss or suspension of licensure or certification or failure to maintain insurance as set forth in Section 6.3.
   b. This Agreement may be terminated by DDMN in accordance with the applicable terms of DDMN's credentialing criteria.
   c. Any Appendix to this Agreement may be terminated by either party upon the mutual written agreement of all parties. The effective date of the termination of any Appendix shall be at least 90 days from the date the parties reach agreement to terminate that Appendix.
   d. Any Appendix to this Agreement may be terminated by DDMN, with or without cause, upon at least 90 days prior written notice to Dentist.
4. **Immediate Termination or Suspension.** Notwithstanding any other provision of Section 11, DDMN may terminate or suspend this Agreement with cause without prior notice, consistent with DDMN's rules and regulations.

**Section 11.3 Consequences of Termination.** The following shall apply in the event this Agreement terminates pursuant to Section 11.2, paragraph 2 (applies to Medica's public programs only--see Appendix B).

1. **Continued Provision of Dental Services.** During the period after notice of termination and before the effective date of such termination, the status of Dentist as a Participating Provider shall remain in full force and effect, except to the extent DDMN determines that such status shall be restricted by DDMN (1) to assure that Dental Services are available and provided to Members in a manner consistent with (a) the obligations of Medica under Benefit Contracts or under any state or federal law or regulation; or (b) other standards for provision and availability of Dental Services established by DDMN; or (2) as a result of actions by Dentist which DDMN or Medica determines negatively affect Medica's relationship with Members. DDMN shall notify Dentist upon imposition of any such restriction.

2. **Completion of Treatment.** Dentist shall complete all treatment of any kind which Dentist began prior to termination of this Agreement.

**Section 11.4 Information to Members.** Dentist acknowledges the right of DDMN to inform Members of any termination of Dentist under this Agreement.

**SECTION 12**

**Additional provisions**

**Section 12.1 Amendment.**

1. **Unilateral.** Any amendment to this Agreement issued by DDMN at least 90 days prior to the effective date of such amendment shall be incorporated into this Agreement from such effective date or on such other date as DDMN's Board of Directors determines.

2. **Mutual and Regulatory.** Notwithstanding the foregoing, this Agreement may be amended without satisfaction of such 90 days notice (a) upon the mutual written agreement of DDMN and Dentist; or (b) in the event amendment is required by any state or federal regulatory entity, such amendment to then be incorporated into this Agreement from the date required by such regulatory entity.

3. **Administrative Notices.** Any changes to Dentist's name, address, Federal Tax I.D. number, or other such pertinent information necessary for the administration of this Agreement shall be incorporated into this Agreement upon receipt by DDMN of notification from Dentist of such change.

**Section 12.2 Assignment.** DDMN shall have the right, in its sole discretion, to assign all or any of its rights and responsibilities under this Agreement to any subsidiary or affiliate of DDMN or Medica. In the event of an assignment, this Agreement shall be binding upon and inure to the benefit of the assignee. Dentist shall not have the right to assign this Agreement to any person, corporation or entity without the prior written consent of DDMN.

**Section 12.3 Administrative Duties.** Dentist acknowledges and agrees that certain administrative duties required to be performed by DDMN under this Agreement may be performed by an entity that is under contract to provide management services to DDMN.

**Section 12.4 Notices.** Any notice or other communication required or permitted under this Agreement shall be in writing. The notice or communication shall be deemed to have been given when delivered in person; or, if delivered by first-class United States mail, on the date mailed, proper postage prepaid, and properly addressed to the address set forth under the appropriate party's name at the end of this Agreement or to another more recent address of which the sending party has received written notice.

**Section 12.5 Entire Agreement.** This Agreement constitutes the entire agreement between the parties in regard to its subject matter.

**Section 12.6 Governing Law.** This Agreement shall be construed in accordance with the laws of the state of Minnesota.
THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION THAT MAY BE ENFORCED BY THE PARTIES.

I will be bound by the Articles of Incorporation and By-Laws of DDMN and the duly authorized rules and regulations as amended from time to time by DDMN's Board of Directors.

**Delta Dental of Minnesota**

By ____________________________

Tamera K. Robinson
Sr. Vice President & Chief Financial Officer

**Name**

Address

City State Zip

By ________________________________, D.D.S.

Date ____________________________

Date ____________________________
APPENDIX A
Payment for Dental Services Provided to Members
of a Medica Benefit Contract

APPLICABILITY

The provisions of this Appendix apply to Dental Services provided or arranged by Dentist to a Member who is covered under a comprehensive dental care Benefit Contract which allows the Member to receive Dental Services from a dentist of his or her choice.

SECTION 1
Definitions

Fee Maximums (otherwise known as Maximum Allowable Charge): the maximum fees paid by procedure for Dental Services rendered by Participating Providers, as determined from time to time by DDMN. The Fee Maximums for the same type of Dental Services rendered may differ depending on the Member's Benefit Contract.

Fee Maximums (otherwise known as Maximum Allowable Charge) Per Visit: the maximum fees, as determined from time to time by DDMN, which are paid to Dentist for Dental Services rendered to a Member during each visit pursuant to a preventive only Benefit Contract. The Fee Maximum Per Visit is considered payment in full for all Dental Services rendered to such Members during the visit, which shall be defined by Medica. The Fee Maximums Per Visit for the same type of Dental Services rendered may differ depending on the member's Benefit Contract.

SECTION 2
Additional Requirements for the Provision of Dental Services Covered Under the Medica Comprehensive Medical Benefit Contract

Section 2.1 Referral Requirements. If required under Member's Comprehensive Medica Medical Benefit Contract, Dentist shall provide Dental Services only upon receiving an appropriate referral from the primary care physician.

Section 2.2 Notification Requirements. Dentist shall comply with the following notification requirements:

1. Notify Medica by telephone prior to a scheduled hospital admission of a Member.
2. In event of an emergency admission, notify Medica within 24 hours of the admission.
3. If required by the Member's Medica medical Benefit Contract, in addition to notifying Medica, Dentist must also notify the Member's Primary Care physician of all hospital admissions in accordance with the time frames set forth in 1 and 2 above.

Prior authorization is required and must be obtained from Medica for all Dental Services provided as a part of the Medica medical Benefit Contract. If required under the Member's Benefit Contract, Dentist may also be required to provide Dental Services only upon appropriate referral from the Member's primary care physician.

Section 2.3 Payment for Other Dental Services. For all Dental Services covered under a Medica medical Benefit Contract, including, but not limited to accidental dental services required as a result of an accident, treatment for temporomandibular joint (TMJ) dysfunction, craniomandibular disorder, cleft palate syndrome, and biopsies, Medica shall pay Dentist the lesser of (1) Dentist's Maximum Allowable Charge for such Dental Services, less any applicable Copayments; or (2) the Fee Maximum for such Dental Services, less any applicable Copayments.

Section 2.4 Claims and Adjustments to Claims Submission Requirements. Claims for Dental Services covered under a Medica Medical Benefit Contract must be received by DDMN no more than 120 days from the date such Dental Services were rendered.” Requests for corrective adjustments to a previously paid claim for such Dental Services must be made within 180 days from the date such claim is paid or denied by Medica.

SECTION 3
Payment For Dental Services

Section 3.1 Payment for Dental Services. DDMN shall pay Dentist for Dental Services rendered to a Member the lesser of (1) Dentist's Maximum Allowable Charge for such Dental Services, less any applicable Copayments; or (2) the Fee Maximum for such Dental Services, less any applicable Copayments.