DELTA DENTAL OF RHODE ISLAND
RULES AND REGULATIONS FOR DENTISTS

1. Purpose and Scope of Rules and Regulations. These Rules and Regulations are intended to assist Delta Dental in its overall mission of bringing high quality, affordable dental care coverage to Rhode Islanders and are incorporated by reference in the Participating Dentist Agreement.

2. Scope of Relationship Defined. Dentists who participate in Delta Dental are independent contractors with Delta Dental, a nonprofit dental service corporation established pursuant to Chapter 20.1 of Title 27 of the Rhode Island General Laws, and are not agents of Delta Dental.

3. Requirements for Participation. Any dentist who is licensed to practice dentistry under the provisions of Chapter 31.1 of Title 5 of the Rhode Island General Laws, and who has signed a Participating Dentist’s Agreement and has satisfied all of Delta Dental’s credentialing criteria as may be amended from time to time, may become a participating dentist, provided, however, that a dentist shall be disqualified from becoming a participating dentist where there exist as to such dentist, grounds upon which participating dentists would be subject to having their participation in Delta Dental terminated for good cause as set forth in Section 4 below. Further, a dentist who has had his or her license to practice dentistry in any state revoked or suspended and/or who has had his or her participation in Delta Dental terminated for good cause as set forth in Section 4 below, shall not be eligible to participate in Delta Dental until the expiration of one (1) year after his or her license has been reinstated or one (1) year after his or her participation in Delta Dental has been terminated for good cause, whichever shall last occur. To maintain participation status, a dentist further agrees, (a) to comply with the recredentialing process as established by Delta Dental’s Credentialing Committee and amended from time to time; (b) to comply with all terms and conditions of use established by Delta Dental from time to time in connection with its electronic/web-based capabilities made available for the dentist’s use; (c) to comply in all respects with all applicable legislative and regulatory provisions relating to confidentiality of patient information, including but not limited to the federal Health Insurance Portability & Accountability Act (HIPAA) and the Rhode Island Confidentiality of Health Care Communications and Information Act, R.I.G.L. 5-37.3-1 as they relate to information obtained from Delta Dental; and (d) to accept all persons covered by Delta Dental for treatment in accordance with the terms and conditions of the applicable coverage unless the dentist’s practice is not accepting any new patients and has so notified Delta Dental in writing.


a) As set forth in the Participating Dentist’s Agreement, said Agreement is subject to termination by the participating dentist upon sixty (60) days’ advance written notice or by Delta Dental, with good cause, immediately, subject to the delayed implementation provisions of Subsection (c) of this section regarding the dentist’s right of appeal.
b) For purposes of Section 4 (c), good cause shall be deemed to include any substantial breach of the Participating Dentist’s Agreement or these Rules and Regulations; the loss, voluntary surrender in anticipation of regulatory action, or suspension of the dentist’s license to practice dentistry; or engagement by the dentist in unprofessional conduct as that term is defined in Section 10 of Chapter 31.1 of Title 5 of the Rhode Island General Laws and in this section. Unprofessional conduct shall, without limitation, be deemed to include the following: (i) Altering dates of service to obtain payment of benefits; (ii) reporting charges for the purpose of obtaining total payments in excess of that usually received; (iii) reporting charges for services not rendered; (iv) misrepresenting services for the purpose of obtaining payment; (v) failing to collect the patient co-payment, co-insurance or deductible provisions of contracts; (vi) reporting charges that will not be collected from the patient in the absence of benefits; (vii) inflated fee reporting; and (viii) falsifying the signature of the patient and/or treating dentist; (ix) balance billing for covered procedures and (x) failing to report known information regarding other insurance coverage.

c) Any notice of termination for good cause issued pursuant to the provisions hereof shall be issued by the Dental Director of Delta Dental and shall set forth the grounds for the termination. A participating dentist to whom a notice of termination for good cause has been issued shall have the right to appeal such termination to the Appeals Committee of Delta Dental by providing written notice to the Dental Director of his or her intention to pursue an appeal, such notice to be delivered no more than ten (10) days after the issuance of the notice of termination. Within 60 days after receipt of such a notice of appeal, the Appeals Committee shall afford the dentist providing such notice the opportunity to appear before it at a fixed time and place to show cause as to why the termination should not be affirmed and given effect. No termination for good cause shall be given effect with respect to a dentist who has duly filed such an appeal unless and until the Appeals Committee shall have first conducted an appeal hearing as set forth herein and rendered a written determination affirming the dental Director’s determination that good cause for termination exists. No dentist shall be required to waive his/her right of appeal as a condition of this contract.

d) A dentist who has received a notice of disqualification from the Dental Director of Delta Dental as provided in Section 3 above and who has thus been precluded from becoming a participating dentist in Delta Dental shall have the same right of appeal as a participating dentist to whom a notice of termination for good cause has been issued as set forth in Section 4c, except that the notice of disqualification shall not be rescinded until the Appeals Committee shall have first conducted an appeal hearing and rendered a written determination reversing the Dental Director’s determination that there exist grounds for disqualification.

e) When Delta Dental has reason to suspect there is immediate danger to patients, linked to a particular provider’s conduct, it shall notify the Director of the Department of Health of the State of Rhode Island and shall take appropriate action to protect its enrollees.
5. **Payment of Benefits.**

a) Payment of benefits to participating dentists shall be made with respect to covered services as defined and limited in the applicable subscriber contracts and in any rider thereto and in the Delta Dental Participating Dentist Manual as those documents may be amended from time to time. Such payments shall be made directly to the participating dentist or participating group practice and not to the subscriber. As used in these Rules and Regulations, the term “group practice” means any practice wherein services are rendered by more than one dentist and which is, or which presents itself to the public as being, a single practice entity or business entity.

b) In the case of services rendered by non participating dentists in Rhode Island, benefits to which a subscriber is entitled shall be paid directly to the subscriber and shall not be assigned to the dentist unless otherwise provided for in contracts with accounts or mandated by state law in which case the dentist must comply with Delta Dental’s requirements regarding Assignment of Benefits.

c) In order to receive benefit payments for services, the dentist must personally perform such services, except that with respect to services duly performed by a licensed dental hygienist, certified dental assistant, dental assistant, or other clinically qualified person exempt from the licensing requirements of the Dental Practices Act, the dentist must have supervised such services in accordance with the Dental Practices Act and the Rules and Regulations Pertaining to Dentists – Dental Hygienists – and Dental Assistants (R5-31.1- DHA), or any successor regulation.

d) A participating dentist shall be responsible for the accuracy and completeness of all information on the claim submitted to Delta Dental in any format or medium. The name of the dentist performing or supervising the services must be accurately set forth on the claim so that a proper evaluation may be made with respect to the eligibility of the patient and the amount of benefits to be paid. The dentist’s usual charge for the procedure performed (or such lesser amount as has been charged for the particular service being reported) must always be indicated on the claim form. Upon request, the participating dentist or group practice shall provide Delta Dental with additional information (e.g., X-rays, treatment charts, ledger cards or other patient records) in order to assist in this evaluation. By submitting a claim, in any format or medium the dentist is deemed to represent and affirm that he or she has personally performed or supervised the services.

e) No benefit payment will be made for services for which the dentist would not be entitled or expect to receive payment if the applicable Delta Dental subscriber contract was not in effect. No payment will be made for services rendered to a dentist’s spouse or child. The dentist or group practice shall be responsible for verifying that the person for whom treatment is provided is the subscriber (or, where applicable, a dependent of the subscriber) whose name and subscriber number are indicated on the corresponding claim form. Failure to do so may result in money being recouped for Delta payments made for patients who improperly obtained benefits.

f) Delta Dental reserves the right to disallow any claim received if more than six (6) months has elapsed since the service was completed.
6. **Pre-Treatment Estimate.** Delta Dental may from time to time require pre-treatment estimates as a condition of payment for all or selected non emergency and non diagnostic services for certain or all participating dentists or group practices. Failure to obtain pre-treatment estimates where required may result in disallowance of payment, and no charge may be made to the eligible patient for such services. Even when not required, dentists and their patients have the option to submit pre-treatment estimates to determine in advance whether the proposed treatment will qualify for benefits. This is strongly encouraged with respect to more costly procedures, or procedures that Delta Dental reviews as part of its Utilization Review program. Claims for services that do not meet our utilization review guidelines may result in the dentist being unable to collect from either Delta Dental or the patient for the service rendered.

7. **Audit Programs.** Delta Dental at all times reserves the right to review services rendered and fees charged by participating dentists or group practices with respect to which benefits are sought. Such review may encompass, without limitation, verification of treatment reported, the necessity of treatment, the identity of the dentist performing the treatment, the adequacy of the standards of care employed, fees charged and collections made with respect to non subscriber patients, and the reimbursement to the services reviewed. A participating dentist shall keep accurate and complete financial records in a manner that meets generally accepted financial practices to permit determination of amounts charged to and collected from eligible patients and records of treatment of all eligible patients for a minimum of 10 years and shall maintain such records at the dental office for at least 5 years. Delta Dental shall be entitled to inspect and copy such records as it may determine to be necessary and appropriate and at such times and locations as it may determine to be necessary and appropriate. Said records shall be maintained in accordance with generally accepted dental practices and shall include, but not be limited to, records that clearly indicate the following: procedures rendered; the date on which procedures were rendered; charges by procedure entered on the date of service; insurance payments received and the date of receipt of same; adjustment for Delta Dental discount; patient payments received and the date of receipt of same; and patient balances billed.

8. **Dental Director.** The Dental Director of Delta Dental oversees the clinical interpretation of Delta Dental's utilization review guidelines. Dentists shall promptly respond to all reasonable requests from the Dental Director (and/or from any committee empanelled or consultant employed by Delta Dental to assist the Dental Director) relating to treatment of Delta Dental subscribers and their dependents.

9. **Utilization Review.** Delta Dental employs pre-and post payment utilization review to assure that services rendered are dentally necessary in accordance with our treatment guidelines. In cases where missing information is requested by us, dentists must provide the information within 18 months from receipt of our request; otherwise, our determination that the claim cannot be processed stands and the 180-day appeal period starts. Dentists have the right to appeal adverse benefit determinations provided any such appeal is received in writing within 180 days of receipt of the notice of an adverse benefit determination.

10. **National or Government Accounts.** Delta Dental may contract with dental service corporations or other qualified entities, plans and programs in other states including, but
not limited to Delta Dental Premier or Delta Dental PPO programs (for which the dentist must have signed a separate PPO amendment) for national accounts or government sponsored business, in which case participating dentists agree to adhere to applicable national account processing policies and to accept the fees provided for in such programs and not balance bill the patient beyond the allowed amount.

11. **Other Agreements.** Delta Dental reserves the right to contract with individual dentists or groups of dentists on modified or specialized terms and conditions not generally applicable to all dentists.

12. **Participating Dentist Manual.** The relationship between Delta Dental and its participating providers shall be further defined, guided, and governed by the policies and procedures set forth in the Delta Dental Participating Dentist Manual, as amended and revised from time to time. In the event of a conflict between provisions in the manual and these Rules and Regulations, these Rules and Regulations shall prevail.

13. **Communications.** Delta Dental will communicate with attending participating dentists in advance of making an adverse benefit determination when required by law. Said communication shall be made by telephone, facsimile, or e-mail.

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