Delta Dental of Washington Participating Provider Agreement

Delta Dental Medicaid

This Participating Provider Agreement ("Participating Provider Agreement") is entered into by and between the undersigned provider of dental services ("Participating Provider"), and Delta Dental of Washington, a Washington nonprofit corporation ("DDWA"), and is effective when fully executed by both parties. This Agreement governs services to be delivered by Participating Providers to persons covered by the State of Washington Apple Health Dental Program ("Apple Health") and enrolled in a managed dental care plan offered by a Contractor, as defined herein that has contracted with DDWA to obtain the services of DDWA's Participating Providers.

For good and valuable consideration, receipt of which is hereby acknowledged, it is hereby agreed between DDWA and Participating Provider, who is licensed and in good standing to practice dentistry or other dental care services in the state of Washington, as follows:

Article I – Definitions

1.1 *"Contract"* means the managed dental care plan contract to provide Covered Services between the Washington State Health Care Authority ("HCA") and a licensed dental health plan or a managed health care plan.

1.2 "Contractor" means a licensed dental health plan or a managed health care plan that is a party to a Contract and that has contracted with DDWA for Participating Provider services.

1.3 *"Covered Services"* means those dental care services covered under the terms of the Contract and rendered in accordance with the Apple Health Program.

1.4 "Dental Director" means a duly licensed General Dentist or Specialist designated by DDWA or its designee to monitor and evaluate the appropriate quality management and utilization of Covered Services by Enrollee.

1.5 *"Emergency or Emergency Care"* means Covered Services furnished by a qualified provider that are needed to evaluate or stabilize an Emergency Medical Condition.

1.6 *"Emergency Medical Condition"* means a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in the following: (i) placing the health of the individual (or, with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy; (ii) serious impairment to bodily functions; or (iii) serious dysfunction of any bodily organ or part.

1.7 **"Enrollee"** means a person eligible for, and enrolled in, Apple Health to receive Covered Services. Enrollee(s) shall include the patient, parent(s), guardian, spouse or any other legally or potentially legally responsible person of the Enrollee being served.

1.8 **"Medically Necessary"** means any dental care services determined by the Dental Director to be required to preserve and maintain an Enrollee's oral health, provided in the most appropriate setting and in a manner consistent with the most appropriate type, level, and length of service, which can be effectively and safely provided to the Enrollee, as determined by acceptable standards of medical practice and not solely for the convenience of the Enrollee, Enrollee's Participating Provider, a Rendering Participating Provider or other health care provider.

1.9 *"Participating Provider"* means Participating Provider, or any other dental care provider listed on the group roster attached hereto as Appendix A, that has contracted directly or indirectly with DDWA to provide Covered Services to Enrollees and is credentialed in accordance with DDWA's credentialing criteria.

1.10"Prior Authorization" means the requirement to obtain a pre-service authorization from Contractor based on clinical review criteria, and any definition of "medical necessity" provided under the Apple Health Program. Any requirement for Prior Authorization must meet the requirements of WAC 284-43-2050 and WAC 284-43-2060.

1.11 "**Provider Manual**" means the manual of policies, procedures, and requirements to be followed by Participating Providers with respect to the Covered Services. The Provider Manual includes, but is not limited to, requirements for claims, managed care, utilization management, quality management, grievances and appeals, other Contract or HCA-specific program requirements, and may be amended from time to time. All policies, procedures and requirements referenced in this Agreement will be made available electronically to all Participating Providers who are duly registered to access DDWA or Contractor's Participating Provider portal.

1.12"RCW" means the Revised Code of Washington, as amended.

1.13 *"Rendering Participating Provider"* means any licensed dental care provider employed or engaged by the Participating Provider entity named above to provide Covered Services to Enrollees.

1.14 "WAC" means the Washington Administrative Code, as amended.

Article II – Delta Dental Medicaid Network

2.1 **Eligibility**. All Participating Providers who (i) meet the criteria for eligibility based on credentialing and licensure requirements as set forth in Appendix B, and (ii) agree to be bound by this Participating Provider Agreement will be participating in the Delta Dental Medicaid network of providers ("Delta Dental Medicaid Network"). Participating Provider must submit all required credentialing documents and information, and be approved by DDWA as meeting credentialing and periodic re-credentialing criteria.

2.2 **Participating Provider Directory**. Each Participating Provider agrees to have their names, business addresses, and other pertinent information about their practice set forth in the Delta Dental Medicaid Network provider directory or other lists of Participating Providers, which are published in various media for the benefit of Enrollees. Participating Provider agrees to promptly inform DDWA of any changes, deletions or additions to the information provided for the provider directory.

2.3 **New Enrollees.** Participating Provider shall provide no less than 30 days' prior written notice of Participating Provider's decision to no longer accept new Enrollees. In no event shall any current patient of Participating Provider who becomes an Enrollee be considered a new Enrollee for purposes of this Section 2.3.

2.4 **Type of Network**. Membership in the Delta Dental Medicaid Network does not entitle Participating Provider to become a "Member Dentist" of the Delta Dental of Washington Premier Network or of Washington Dental Service.

Article III – Participating Provider's Obligations

3.1 **Covered Services**. Participating Provider agrees to provide Covered Services to eligible Enrollees who select Participating Provider or who may be assigned to Participating Provider for the fees listed in the Fee Schedule attached as Appendix C. The benefits, limitations and exclusions for Covered Services will be published by the HCA and made available to all Participating Providers by Contractor.

3.2 **Availability and Referrals.** Covered Services are to be available during Participating Provider's regular business hours. Participating Provider shall make appropriate arrangements to assure the availability of Emergency

Services to Enrollees outside of Participating Provider's business hours on a twenty-four (24) hours per day, seven (7) days per week basis, including vacations and holidays. If Participating Provider is a specialist, Participating Provider shall deliver Covered Services to any Enrollee upon referral from a Participating general or primary dental care Provider. Participating Provider may not impose any limitations on the acceptance or treatment of Enrollees not imposed on other patients.

3.3 *Eligibility Verification*. Participating Provider shall verify an Enrollee's eligibility to receive Covered Services before each visit. Failure to follow the eligibility verification procedures may result in forfeiture of payment, including any authorized copayments.

3.4 *Enrollee Complaint and Grievance Procedures*. Participating Provider agrees to cooperate with DDWA in identifying, processing and resolving Enrollee complaints and grievances pursuant to applicable procedures required by the HCA as, and to comply with all final complaint and grievance determinations.

3.5 *Claim and Other Data*. Participating Provider shall provide claims and encounter data according to the procedures established by the HCA, and shall also supply, upon request, to provide any other information required to meet federal, state and local reporting requirements. Contractor shall make available to all Participating Provider any requirements concerning the use of electronic data/claims submissions and billing agents.

3.6 **Standard of Care**. Participating Provider and Rendering Participating Providers shall maintain the dentist/patient relationship with Enrollees and shall be solely responsible to Enrollees for dental advice and treatment. All Covered Services are to be rendered in accordance with generally accepted dental practice and standards prevailing in the professional community at the time of treatment.

3.7 *Licensure*. Participating Provider and each Rendering Participating Provider shall hold and continue to hold a currently valid, unrestricted license, certificate and/or approval required by appropriate state and federal law to provide Covered Services to Enrollees, including eligibility for government programs. Neither Participating Provider's nor any Rendering Participating Provider's license shall have been suspended, revoked or limited within the past five (5) years.

3.8 *Facilities and Equipment*. Participating Provider shall provide and maintain facilities that are of adequate capacity and are clean, safe and readily accessible to Enrollees. All equipment used by Participating Provider and Rendering Participating Providers shall be licensed and regularly checked as required by state and federal law to ensure that it meets health and safety standards, is environmentally safe and technically accurate and that any hazard identified by inspection shall be promptly corrected. Personnel required by law to be licensed or certified to operate such equipment shall be so licensed or certified. Participating Provider shall maintain and, upon request, provide DDWA with all equipment maintenance and calibration records and inspection certificates or reports.

3.9 **Rendering Participating Providers.** Participating Provider will ensure that each Rendering Participating Provider associated with their practice is listed on Appendix A to this Agreement. Participating Provider shall not permit any Rendering Participating Provider to provide services to eligible Enrollees on Participating Provider's behalf unless such Rendering Participating Provider has been approved by DDWA as a Participating Provider. Participating Provider shall ensure that each Rendering Participating Provider complies with the terms and conditions of this Agreement, including but not limited to the Fee Schedule. Rendering Participating Provider understands and agrees that the Fee Schedule applies to Participating Provider and all Rendering Participating Providers contracted under the same tax identification number (TIN), location and specialty.

3.10 *Rendering Participating Provider's Compliance with Agreement*. Participating Provider shall require that all Rendering Participating Providers acknowledge this Agreement and comply with its applicable terms.

3.11 Required Disclosures. Participating Provider agrees to notify DDWA immediately in writing upon the

occurrence or discovery of any of the following:

a) Participating Provider's or Rendering Participating Provider's license to practice is suspended, revoked, terminated or subject to terms of probation or other restriction;

b) Participating Provider or a Rendering Participating Provider becomes the subject of any disciplinary proceeding or action before a state or federal agency;

c) Participating Provider or a Rendering Participating Provider ceases to participate, is suspended or loses eligibility to participate in Medicare, Medicaid or any other state or federally sponsored healthcare programs;

d) Participating Provider or a Rendering Participating Provider is convicted of fraud or a felony;

e) Participating Provider or a Rendering Participating Provider fails to maintain the insurance coverage required under this Agreement, or to replace coverage which is canceled or terminated;

f) A malpractice action is instituted, settled or decided against Participating Provider or a Rendering Participating Provider;

g) Participating Provider or a Rendering Participating Provider files a voluntary petition or an involuntary petition is filed against Participating Provider or a Rendering Participating Provider seeking bankruptcy, reorganization, arrangement with creditors or other relief under the bankruptcy laws of the United States or any other laws governing insolvency or debtor relief;

h) An act of nature or any event beyond Participating Provider's reasonable control occurs which substantially interrupts or interferes with all or a portion of Participating Provider's practice or which has a material adverse effect on Participating Provider's ability to perform hereunder;

i) There is a change in Participating Provider's or a Rendering Participating Provider's business address;

j) There is a material change in the bylaws, membership, ownership, and/or officers of Participating Provider's dental practice/ corporation; or

k) Any other situation arises which could reasonably be expected to affect Participating Provider's or a Rendering Participating Provider's ability to carry out the obligations of this Agreement.

To the extent reasonably appropriate and subject to any applicable state or federal fair hearing requirements, Participating Provider shall immediately restrict, suspend or terminate a Rendering Participating Provider from providing Covered Services to Enrollees upon the occurrence of any of the events set forth in subparagraphs a) through e) above. If Participating Provider fails to act as required by this Paragraph with respect to a Rendering Participating Provider, DDWA shall have the right to immediately prohibit the Rendering Participating Provider from continuing to provide Covered Services to Enrollees.

3.12 Legal Compliance. Participating Provider and Rendering Participating Providers shall:

a) treat Enrollees with the same quality and provide access to Covered Services consistent with the balance of Participating Provider's or Rendering Participating Provider's practice and not differentiate or discriminate against any Enrollee on the bias of source of payment; and

b) safeguard all information about Enrollees according to applicable state and federal laws and regulations, including but not limited to the requirements of the Health Insurance Portability and Accountability Act ("HIPAA") relating to the exchange of information. Participating Provider shall cooperate with DDWA in efforts to ensure compliance with the privacy regulations promulgated under HIPAA and other related privacy laws; and

c) cooperate and provide DDWA with access to each Enrollee's dental records, information and data for

the purposes of reporting to the HCA, quality assessment, service utilization and quality improvement, investigation of Enrollee complaints or grievances or as otherwise is necessary or appropriate subject to HIPAA and any and all pertinent laws.

d) provide, at no cost to the Enrollee or the Enrollee's new or different dental provider, a copy of all Enrollees' dental/medical records. Upon written consent by an Enrollee, Participating Provider agrees to transfer the information in such Enrollee's health care records to the person specified by the Enrollee at no charge.

e) maintain any and all Enrollee records for a period not less than the minimum required by the HCA or ten
(10) years, whichever is longer, and shall allow access to said records for review or audit upon request.

f) provide oversight entities, including but not limited to the HCA, the Attorney General of the United States or a state in which Participating Provider operates, any fraud agency, DHHS, CMS (or its designees), the Comptroller General of the United States (or its designees), and/or their duly authorized representatives with access to any books, documents, papers and records which are related to this Agreement for the purpose of any audit, investigation, or examination; provided, however, all laws relating to Enrollee privacy shall be followed regarding such disclosures.

g) not unlawfully differentiate or discriminate against an Enrollee, employee or applicant for employment on the basis of race, religion, color, national origin, ancestry, place of residence, physical handicap, medical condition, marital status, sexual orientation, age or sex; and

h) comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Americans with Disabilities Act, Public Law 103-227 (US. Pro-Children Act of 1994 [20 USC 6081 et. seq.]) and Section 1352 of Title 31, United States Code regarding prohibitions against using federal funds for lobbying; and

i) not employ or contract with, directly or indirectly, entities or individuals excluded from participation in Medicare, Medicaid or any state or federal healthcare programs, or under sections 1128 or 1128A of the Social Security Act, for the provision of dental services, utilization review, medical social work or administrative services; and

j) strictly conform with the laws of the State of Washington pertaining to Participating Provider's practice.

3.13 **Confidentiality of DDWA Information**. Participating Provider and Rendering Participating Providers shall keep confidential and take necessary precautions to prevent the unauthorized disclosure of confidential and proprietary information, including without limitation financial arrangements with Participating Providers and any other information compiled or created by DDWA or any assignee of DDWA and identified in writing as confidential and proprietary. Upon the termination or expiration of this Agreement, Participating Provider shall return to DDWA all confidential and proprietary information in the possession of Participating Provider or a Rendering Participating Provider.

3.14 *Insurance*. Participating Provider and Rendering Participating Providers performing services under this Agreement shall secure and maintain from insurance companies acceptable to DDWA, naming Participating Provider, each Rendering Participating Provider associated with Participating Provider, and Participating Provider's employees and agents as insureds, with professional and general liability coverage in an amount not less than \$1,000,000 per claim and \$3,000,000 in the aggregate. Upon request, Participating Provider shall provide DDWA with a certificate of insurance or other documentation requested by DDWA as evidence of such insurance coverage. Participating Provider and Rendering Participating Providers shall deliver certificates of insurance to DDWA as part of the initial credentialing process, and shall obligate the carrier of each such insurance policy to give DDWA written notice of any policy changes, cancellation or other termination. A Participating Provider who

has been designated as an Indian Health Service provider or Federally Qualified Health Center ("FQHC") by the United States Health and Human Services Agency ("HHS"), may secure and maintain Federal Tort Claims Act ("FTCA") coverage to satisfy this professional and general liability insurance requirement.

Article IV – DDWA's Obligations

4.1 *Administration*. DDWA shall perform or contract for those services necessary for the administration of this Agreement. Contractor shall perform all other services necessary for the administration of the Contract.

4.2 **Payment**. DDWA shall cause any assignee of this Agreement to pay Participating Provider directly for Covered Services in accordance with Article V (Compensation) of this Agreement and the terms of the Apple Health Program.

4.3 No Prohibition on Discussion. As "health carriers" under Washington state law, neither DDWA nor Contractor may in any way preclude or discourage Participating Provider from informing Enrollees of the care they require, including various treatment options, and whether in their view such care is consistent with medical necessity, medical appropriateness, or otherwise covered by the Contract, the HCA, or this Agreement. Furthermore, no health carrier may prohibit, discourage, or penalize a provider otherwise practicing in compliance with the law from advocating on behalf of a patient with a health carrier. Nothing in this section shall be construed to authorize providers to bind health carriers to pay for any service. No health carrier may preclude or discourage patients or those paying for their coverage from discussing the comparative merits of different health carriers with their providers. This prohibition specifically includes prohibiting or limiting providers participating in those discussions even if critical of a carrier (WAC 284-170-421(7)).

4.4 *Maintenance of Agreements.* DDWA will maintain copies of each Participating Provider Agreement at its principal place of business in Washington in order to facilitate regulatory review by the HCA or the Washington State Office of Insurance Commissioner upon twenty (20) days' prior written notice.

Article V- Compensation

5.1 **Reimbursement**. Participating Provider agrees to accept Apple Health Program reimbursement amounts set forth in the applicable Fee Schedule as payment in full for Covered Services provided to Enrollees under this Agreement. Participating Provider shall not request payment from DDWA, the HCA or any Enrollee for services performed under this Agreement, and shall comply with all WAC 182-502-0160 requirements applicable to providers. Participating Provider shall hold harmless the HCA and its employees, and all Enrollees served under this Agreement in the event of non-payment. Participating Provider further agrees to indemnify and hold harmless the HCA, the state of Washington, and its employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses which may in any manner accrue against the HCA, the state of Washington, or its employees or contractors. Except where otherwise provided by law, this provision shall not prohibit collection of any applicable co-insurance, co-payments or deductibles from Enrollees or fees for non-covered services delivered on a fee-for-service basis to Enrollees. In the event of any conflict between this Agreement and the terms of the Enrollee's coverage under Apple Health, the benefits, terms and conditions of the Apple Health Program must govern with respect to Covered Services.

5.2 *Claims*. A clean claim, as defined in WAC 284-43-321, is a claim that has no defect or impropriety, including any lack of required substantiating documentation, or particular circumstances requiring special treatment that prevents timely payment from being made on the claim. All clean claims will be paid or denied within 30 calendar days from the date the claim is received. Any claim paid more than 30 days after receipt must state the reason for the delay. 95 percent of all claims will be paid or denied within 60 days. Claims received for

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Enrollees who receive government subsidies through a public health benefit exchange are exempt from interest penalties.

5.3 **Non-Covered Services**. Except as otherwise provided herein, Participating Provider may bill and collect from fees for non-covered services from Enrollees delivered on a fee-for-service basis if (i) Participating Practice notified the Enrollee prior to services being performed that such service is a non-covered service; and (ii) the Enrollee has provided written consent and acknowledgement that this service is non-covered and the Enrollee will be billed separately for such service. Participating Provider agrees that it shall hold the Enrollees harmless and shall not bill an Enrollee for non-covered services if the services are not covered as a result of any error or omission by Participating Provider. Participating Provider further agrees that (i) this provision shall survive the termination of this Agreement regardless of the cause giving rise to such termination and shall be construed to be for the benefit of Enrollees, and (ii) this provision supersedes any oral or written agreement to the contrary now existing or hereafter entered into between Participating Provider and the Enrollee or persons acting on Enrollee's behalf.

5.4 **Coordination of Benefits**. The HCA and Contract require that a Participating Provider must bill any other commercial private insurance carrier as primary. Participating Provider will receive any other compensation in accordance with the coordination of benefit rules established under WAC 284-51-205. Participating Provider agrees that payment for Covered Services shall not exceed the difference between compensation described in the Fee Schedule for the Covered Services and the amount paid by another carrier. Pursuit of repayment for services provided to ineligible or retroactively canceled Enrollees shall be in accordance with the policies and procedures established under the Contract and the HCA.

5.5 **Deductions and Withholds**. Participating Providers are advised that DDWA or assignee shall have the right to deduct and set off from subsequent amounts due to Participating Provider, any amounts owed by Provider to DDWA or to other persons or entities as a result of Participating Provider's failure to fulfill any business or Enrollee obligation under this Agreement, including without limitation, Participating Provider's failure to comply with any quality and utilization review program or complaint and grievance procedure required under the Contract or applicable laws. Enrollees shall not be liable to Participating Provider for any amount deducted or setoff and Participating Provider agrees not to attempt to collect any setoff amount from Enrollees or maintain any action at law against Enrollees to collect such amounts.

5.6 **Direct Deposit**. If Participating Provider elects direct deposit services, and in consideration for direct deposit services, Participating Provider hereby acknowledges and agree that: (i) any information Participating Provider provides about their financial institution may be transferred, shared or otherwise provided by DDWA to or with Contractor and its affiliates, and with other Delta Dental Enrollee companies and their affiliates, to facilitate deposits to Participating Provider's account; and (ii) in the absence of gross negligence or willful misconduct, neither DDWA nor Contractor or its affiliates will be responsible for any damages, or for any fee, charge or other expense assessed against the Participating Provider in connection with any direct deposit arrangement.

Article VI – Quality and Utilization Review

6.1 **Contract Responsibilities**. Under the Contract, Contractor is required by law to conduct quality and utilization review activities that identify, evaluate and remedy problems relating to access, continuity and quality of care, utilization and the cost of services. Accordingly, Participating Provider shall comply with Contractor's quality and utilization review program which shall: (i) maintain standards, policies and procedures for credentialing and re-credentialing dentists and other health care professionals and facilities providing Covered Services to Enrollees, (ii) include the establishment of peer review panels and committees to conduct quality of

care and utilization review activities in accordance with applicable state and federal laws and regulations, and (iii) may engage accreditation or review organizations in connection with its quality and utilization review activities. All quality and utilization review forms, records and other information in the possession of Contractor shall remain the property of Contractor and shall remain confidential Contractor will make available all documents, procedures and other administrative policies and programs referenced in the Contract available for review by a provider prior to execution of this Agreement through a dedicated website.

6.2 *Participating Provider's Responsibilities*. Participating Provider shall have a written quality and utilization plan to identify, evaluate and remedy problems relating to access, continuity, quality, utilization and cost of services provided or authorized by Participating Provider or a Rendering Participating Provider.

6.3 **Provider Disputes.** Contractor's Quality Management ("QM") department is responsible for resolving Participating Provider disputes. Providers may contact the QM department by mail at [address] or by calling the Participating Provider Dispute Department at [insert number]. Contractor will accepts submitted Participating Provider disputes for claims that were submitted by the Participating Provider within one year of the original decision date. Contractor's QM department will acknowledge receipt of a provider claim dispute within five (5) working days of receipt and resolve provider disputes within forty-five (45) days of receipt of all reasonably relevant information.

Article VII - Records

7.1 **Dental Records**. Participating Provider shall ensure that an accurate and complete patient dental record is established and maintained for each Enrollee. At a minimum, the record shall include all information about the Enrollee and a description of all services rendered to the Enrollee as dictated by generally accepted dental practice and standards and as required by the Contract.

7.2 **Access to Dental Records**. Subject to compliance with applicable federal and state laws and professional standards regarding the confidentiality of dental records, Participating Provider shall assist in achieving continuity of care for Enrollees through the maximum sharing of dental records for services rendered to Enrollees. Participating Provider's obligations under this Paragraph 7.2 shall include, without limitation:

a) Providing copies of Enrollee dental records that are in the custody of Participating Provider or a Rendering Participating Provider;

b) Allowing DDWA and Contractor authorized personnel, their designated representatives, accreditation and review organizations and government agencies access to such records on Participating Provider's or a Rendering Participating Provider's premises during regular business hours;

c) Transmitting information from an Enrollee's dental records by telephone or other electronic means for purposes of authorization or other quality and utilization review activities; and

d) Upon reasonable request, providing copies of an Enrollee's dental records to any other Participating Provider treating such Enrollee.

7.3 **Inspection, Audit and Maintenance**. All facilities, offices, records, books and papers of Participating Provider and Rendering Participating Providers pertaining to Enrollees shall be open to inspection by DDWA, Contractor, their designated representatives, accreditation and review organizations, and state and federal authorities having jurisdiction over the Contract during normal business hours. Participating Provider shall comply with any requirements or directives issued by DDWA, Contractor, accreditation and review organizations and government agencies as a result of such evaluation, inspection or audit of Participating Provider and Rendering

Providers. Upon request, Participating Provider shall have access at reasonable times to the books, records, and papers of DDWA and Contractor relating to this Agreement, payments by Contractor to Participating Provider under this Agreement, and any Participating Provider claims for which payment has been denied by Contractor. The provisions of this paragraph shall survive termination of this Agreement for the period of time required by state and federal law.

Article VIII – Term and Termination

8.1 **Term.** When executed by both parties, this Agreement shall commence upon the Participating Provider's selection date as notified by DDWA, pursuant to Section 2.1 of this agreement and shall continue in effect until terminated in accordance with the terms of this Agreement. If this Agreement is signed by a Rendering Participating Provider that provides dental services on behalf of and under the TIN of another Participating Provider, then the term of this Agreement shall coincide with the agreement executed by that Participating Provider, unless this Agreement is terminated earlier.

8.2 **Termination**. Either party may terminate this Agreement on ninety (90) days written notice. DDWA may immediately terminate this Agreement upon the occurrence of any of the events set forth in Paragraph 3.11 a) through e), (Required Disclosures), subject to any applicable limitations of state or federal law.

8.3 **Availability of Funding**. It is mutually understood between the parties that the Contract covered under this Agreement depends upon the availability of government funding. In the event funding for the Contract is terminated or significantly reduced, the terms and conditions for the Contract may be amended to reflect the reduction in funds or the Contract may be terminated in its entirety.

8.4 **Continuing Obligations Upon Termination**. In the event of notice of termination of this Agreement or the Contract, Participating Provider shall continue to schedule and honor existing appointments of Enrollees until the effective date of termination. As of the effective date of termination of this Agreement or the Contract, the provisions of this Agreement shall be considered of no further force or effect whatsoever and each of the parties shall be relieved and discharged here from, except that:

a) termination shall not affect any rights or obligations that have previously accrued or shall thereafter arise with respect to any occurrence prior to the effective date of termination and any such rights and obligations shall continue to be governed by the terms of this Agreement;

b) unless Contractor or the HCA makes other reasonable and medically appropriate provision for the performance of services, Provider shall complete all Covered Services begun (but not completed) prior to termination.

Article IX - Miscellaneous

9.1 **Amendments**. Participating Provider agrees to be bound by amendments to this Agreement with at least sixty (60) days advance written notice from DDWA of amendments that affect compensation or health care service delivery as required by state or federal law. If Participating Provider does not wish to be bound by such amendment, Participating Provider shall notify DDWA of his/her intent to terminate this Agreement within the notice period. Participating Provider shall comply with any amendment required by law until the effective date of termination. The foregoing notice requirements shall not apply to amendments agreed to by mutual written consent of the parties or to amendments required for compliance with applicable law and regulations. A Participating Provider may reject a "material amendment" as defined in RCW 48.39.003(2) without affecting the other terms of this Agreement.

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9.2 *Other Legal and Regulatory Requirements.* The following provisions are required to be in this Agreement pursuant to WAC 284-170-421(3):

a) Participating Provider hereby agrees that in no event, including, but not limited to nonpayment by Contractor's insolvency, or breach of this contract will Participating Provider bill, charge, collect a deposit from, seek compensation, remuneration, or reimbursement from, or have any recourse against an Enrollee or person acting on their behalf, other than Contractor, for services provided pursuant to this contract. This provision does not prohibit collection of deductibles, copayments, coinsurance, and/or payment for noncovered services}, which have not otherwise been paid by a primary or secondary issuer in accordance with regulatory standards for coordination of benefits, from Enrollees in accordance with the terms of the Enrollee's health plan.

b) Participating Provider agrees, in the event of Contractor's insolvency, to continue to provide the services promised in this contract to Enrollees of Apple Health for the duration of the period for which premiums on behalf of the Enrollee were paid to Contractor or until the Enrollee's discharge from inpatient facilities, whichever time is greater.

c) Notwithstanding any other provision of this contract, nothing in this contract shall be construed to modify the rights and benefits contained in the Enrollee's health plan.

d) Participating Provider may not bill the Enrollee for covered services (except for deductibles, copayments, or coinsurance) where Contractor denies payments because the provider or facility has failed to comply with the terms or conditions of this contract.

(e) Participating Provider further agrees (i) that the provisions of (a), (b), (c), and (d) of this subsection shall survive termination of this Agreement regardless of the cause giving rise to termination and shall be construed to be for the benefit of Apple Health Enrollees, and (ii) that this provision supersedes any oral or written contrary agreement now existing or hereafter entered into between Participating Provider and Enrollees or persons acting on their behalf.

(f) If Participating Provider contracts with other providers or facilities who agree to provide covered services to Enrollees of Apple Health with the expectation of receiving payment directly or indirectly from Contractor, such providers or facilities must agree to abide by the provisions of (a), (b), (c), (d), and (e) of this subsection.

9.3 **Governing Law**. This Agreement shall be governed, construed and enforced in accordance with the laws of the state of Washington, as amended, and the regulations adopted there under. Any provisions required to be included in this Agreement by state or federal law or by government agencies with jurisdiction over the Contract, DDWA and Contractor shall bind DDWA, Contractor and Participating Provider whether or not expressly provided in this Agreement.

9.4 *Incorporation by Reference*. All exhibits, appendices and attachments to this Agreement are an integral part of this Agreement and are incorporated in full herein by this reference as if they are set forth at length.

9.5 *Entire Agreement*. This Agreement, fee schedules, appendices, and amendments hereto, contains all the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement and supersedes all prior agreements, either oral or in writing, with respect to the subject matter hereof.

9.6 *Independent Contractor Relationship*. The relationship between DDWA, Contractor and Participating Provider is that of independent contractors. Participating Provider, Rendering Participating Providers and their respective employees and agents are not nor shall they be construed to be employees or agents of DDWA, Contractor or the HCA. DDWA, Contractor, their employees and agents are not nor shall they be construed to be members, partners, employees or agents of Participating Provider.

9.7 **Indemnification**. DDWA and Participating Provider shall each defend, indemnify and hold harmless the other party and, its directors, officers, employees, affiliates and agents against any claim, loss, damage, cost, expense or liability arising out of or related to the performance or nonperformance by the indemnifying party or

their respective employees or agents under this Agreement.

9.8 **Assignment**. This Agreement, being intended to secure the personal services of Participating Provider and Rendering Participating Providers, shall not be subcontracted, assigned, transferred or pledged in any way by Participating Provider and shall not be subject to execution, attachment or similar process, except that DDWA may assign this Agreement and its rights, interests and benefits here under to any DDWA parent company, affiliate or related entity.

9.9 **Disputes**. Except as otherwise provided in this Agreement, disputes between DDWA, Contractor and Participating Provider arising out of this Agreement shall be first resolved through the provider dispute resolution procedure described in Section 6.3 above. Following exhaustion of those procedures, the parties may mutually agree to submit any disputes to nonbinding mediation to be conducted under RCW 7.07 or any other rules of mediation agreed to by the parties.

9.10 **Notices**. Notices shall be sent by mail, overnight delivery service, electronic mail or facsimile transmission. Notice given by mail, overnight delivery, electronic mail or facsimile shall be deemed to have been served upon and received by the addressee 48 hours, the next business day, or on the same business day, respectively, after the notice has been deposited or transmitted. Either party shall have the right to change the place to which notice is being sent by giving written notice to the other of any change of address.

Notices to Participating Provider or Rendering Participating Provider shall be addressed using the information provided on the signature page of this Agreement. Notices to DDWA shall be addressed as indicated below:

Delta Dental of Washington Participating Provider	Delta Dental of Washington Attn: Provider Relations 400 Fairview Ave. N, Suite 800 Seattle, WA 98109-5371
Signature	Dental Director Signature
Printed Name	Provider Services Representative
Date	Date
Primary Office Address	

City, State, Zip

Appendix A

Office Information					
Name of Office		Tax ID Nu	ımber	NPI Type 2 (Org Identifies your	anizational, business/location)
Street Address		Medicaid	Number	Patient Age Ran	ıge (From – To)
City	State ZIP	Owner N	ame (Last Name, FirstNar	ne)	
Phone Number	Fax Number	Name of	Office Manager or Contac	:t (Last Name, First N	ame)
Email Address		Language	e s Spoken (e.g. English, Spa	anish, French, Haitiar	n Creole)
Type of Practice		Office	Hours		
Solo 🛛 MobileUnit					
Multi-Specialty Group	County / FQHC				
Single-Specialty Group	□ Indian Health Services				
Provider Roster		Cupatale	Constant	Dedietation	م الم م الحرم الحرم
		Specialty:	General	Pediatrics	Orthodontics
Provider Name			Oral Surgery	Endodontics	Periodontics
		Sedation:	Prosthodontics	Denturist	Ganaral/Daar
NPI Number (Individual – Type 1)		Seudiion:	Conscious Board Certified?	Ped. Conscious Yes	General/Deep No
		Ac	cepting New Patients?	Yes	No
Medicaid Number (if Applicable)			pecial Needs Patients?	Yes	No
		Specialty:	General	Pediatrics	Orthodontic
Provider Name			Oral Surgery	Endodontics	Periodontic
			Prosthodontics	Denturist	
NPI Number (Individual – Type 1)		Sedation:	Conscious Board Certified?	Ped. Conscious	General/Deep
		Ac	cepting New Patients?	Yes	No
				Yes	No
Medicaid Number (if Applicable)			pecial Needs Patients?	Yes	No
		Specialty:	General	Pediatrics	Orthodontics
Provider Name			Oral Surgery	Endodontics	Periodontic
			Prosthodontics	Denturist	
NDI Number (Individual Trace 4)		Sedation:	Conscious	Ped. Conscious	General/Deep
NPI Number (Individual – Type 1)		A -	Board Certified?	Yes	No
			cepting New Patients?	Yes	No
Medicaid Number (if Applicable)		S	pecial Needs Patients?	Yes	No

You may attach an additional roster (including all of the information above) to complete the list of providers in your office. Roster Attached?

Appendix B Credentials Verification

- I. In order to become a Delta Dental Medicaid network Participating Provider, each practitioner must submit a complete application packet, signed and dated, that includes the following:
 - a. Completed Application;
 - b. Completed attestation, signed and dated;
 - c. Completed Authorization to Release, signed and dated;
 - d. Copy of current WA state Drug Enforcement Administration (DEA) controlled substance certificate, if applicable;
 - e. Malpractice liability insurance declaration page and five-year history of claims, if any;
 - f. Completed Professional Liability Action Detail, if not previously obtained through National Practitioner Data Bank (NPDB)
 - g. Board certification in oral surgery, if applicable;
 - h. Curriculum Vitae accounting for the previous five years' complete work history. All gaps in work history exceeding six months must be explained.
- II. The application includes, but is not limited to, a current and signed attestation by the applicant regarding:
 - a. Lack of present illegal drug use;
 - b. History of loss of license and felony convictions;
 - c. Reasons for inability to perform the essential functions of the position, with or without accommodation;
 - d. History of loss or limitation of privileges or disciplinary actions;
 - e. Current malpractice insurance coverage;
 - f. Affirmation of the correctness and completeness of the application.
- III. Application elements are verified and documented in accordance with Title 18 of the Revised Code of Washington and Washington State Health Care Authority standards.

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IV. All credentials are primary source verified.

Appendix C

Fee Schedule

Health Care Authority

Dental Program Fee Schedule

Effective January 1, 2019 Please refer to the new PA column for any PA requirements.

		Max fee ABCD	Max fee Ortho	Max fee Dental	Max fee		
Code		ages	ages	ages	Dental		
Status	Code	0-5	0-20	0-20	ages 21+	PA Req.	Comments
	D0120	\$29.46		\$21.73	\$20.24		
	D0140			\$19.79	\$18.40		
	D0150	\$40.38		\$33.64	\$24.84		
	D0160		\$43.18				
	D0170		\$40.30				
	D0190			\$10.20	\$10.00		Screening of Patient
	D0191			\$10.20	\$10.00		Assessment of Patient
	D0210			\$44.53	\$32.20		
	D0220			\$7.92	\$6.44		
	D0230			\$2.37	\$1.38		
	D0240			\$8.91			
	D0270			\$7.92	\$5.52		
	D0272			\$10.29	\$6.44		
	D0273			\$12.66	\$7.36		
	D0274			\$15.03	\$8.28		
	D0330		\$42.55	\$42.55	\$24.84		
	D0340		\$41.26				
	D0350			\$45.00		PA	
	D0460			\$4.85	\$4.85		
	D0470			\$25.00		PA	
	D1110			\$36.25	\$34.38		Valid only for ages 14 and above
	D1120			\$22.98			Valid only for ages 0 through 13
	D1206	\$23.41		\$13.25	\$12.32		· - •
	D1208	\$23.41		\$13.25	\$12.32		
							School Based Program - ages 8 and
	D1330			\$12.97			younger
	D1351			\$21.98	\$21.98**		Ages 0 through 20, DDA any age
				\$10.00	\$10.00		
				for first tooth	for first tooth		Not to exceed 6 teeth.
	D1354			\$2.00 for	\$2.00 for		

		Max fee ABCD	Max fee Ortho	Max fee Dental	Max fee		
Code		ages	ages	ages	Dental		
Status	Code	0-5	0-20	0-20	ages 21+	PA Req.	Comments
				each additional	each additional		
	D1510			\$79.95		EPA	EPA for replacement
	D1515			\$119.93		EPA	EPA for replacement
	D1550			\$27.98			
	D1555			\$25.71	\$25.71		
	D1575	\$114.93		\$99.94			
	D2140	\$63.61		\$49.97	\$33.16		
	D2150	\$69.97		\$61.97	\$44.51		
	D2160	\$85.87		\$69.96	\$54.90		
	D2161			\$69.96	\$64.77		
	D2330	\$63.61		\$59.37	\$31.91		
	D2331	\$95.41		\$64.96	\$48.34		
	D2332	\$111.31		\$69.96	\$61.87		
	D2335			\$69.96	\$73.48	EPA	EPA for primary anterior
	D2390	\$216.26		\$94.00		EPA	12 and younger for primary anterior
	D2391	\$63.61		\$49.97	\$33.16		
	D2392	\$75.00		\$61.97	\$44.51		
	D2393	\$80.00		\$69.96	\$64.24		
	D2394			\$69.96	\$64.40		
	D2710			\$179.51		PA	PA required for ages 15 - 20
	D2720			\$280.48		PA	PA required for ages 15 - 20
	D2721			\$280.48		PA	PA required for ages 15 - 20
	D2722			\$280.48		PA	PA required for ages 15 - 20
	D2740			\$560.97		PA	PA required for ages 15 - 20
	D2750			\$560.97		PA	PA required for ages 15 - 20
	D2751			\$560.97		PA	PA required for ages 15 - 20
	D2752			\$560.97		PA	PA required for ages 15 - 20
	D2910			\$16.98			
	D2915			\$79.54			
	D2920			\$19.99	\$19.99		
	D2929	\$216.26		\$94.00		EPA/PA	PA required for ages 13 - 20
	D2930	\$155.00		\$89.05		EPA/PA	PA required for ages 13 - 20
	D2931			\$89.05	\$84.47**		
	D2932			\$97.00			
	D2933	\$155.00		\$103.90			
	D2934			\$103.90			
	D2941	\$63.61				EPA	
	D2950			\$67.90		PA	

		Max fee	Max fee	Max fee	N4 - 6		
Code		ABCD	Ortho	Dental	Max fee Dental		
Status	Code	ages 0-5	ages 0-20	ages 0-20	ages 21+	PA Req.	Comments
	D2952			\$243.47		PA	
	D2954			\$161.04		PA	
	D3220	\$95.41		\$43.97			
	D3221			\$44.53	\$41.40		
	D3230			\$69.30			
	D3240			\$69.30			
	D3310			\$395.69	\$234.63		
	D3320			\$446.12			
	D3330			\$543.11			
	D3346			\$426.73	\$269.00	PA	
	D3347			\$519.83		PA	
	D3348			\$640.09		PA	
	D3351			\$69.96			
	D3352			\$34.98			
	D3410			\$353.02			
	D3430			\$116.38			
	D4210			\$99.94	\$94.79**	PA	PA required for ages 0 - 20, non DDA
	D4211			\$72.75	\$69.00**	PA	PA required for ages 0 - 20, non DDA
	D4341			\$25.49	\$24.18	PA	PA required for ages 13 - 18 non DDA
	D4342			\$13.25	\$12.57	PA	PA required for ages 13 - 18 non DDA
	D4346			\$40.00	\$40.00		
	D4355			\$70.00	\$70.00		DDA coverage only
	D4910			\$49.47	\$46.00	PA	PA required for ages 13 - 18 non DDA
	D5110			\$393.82	\$390.23	EPA/PA	
	D5120			\$393.82	\$390.23	EPA/PA	
	D5211			\$237.48	\$265.35	PA	
	D5212			\$237.48	\$276.28	PA	
	D5410			\$16.81	\$16.81		
	D5411			\$16.81	\$16.81		
	D5421			\$16.30	\$16.30		
	D5422			\$16.30	\$16.30		
	D5511			\$36.70	\$31.91		
	D5512			\$36.70	\$31.91		
	D5520			\$32.62	\$26.43		
	D5611			\$36.70	\$31.91		
	D5612			\$36.70	\$31.91		
	D5621			\$47.83	\$47.83		
	D5622			\$47.83	\$47.83		

		Max fee	Max fee	Max fee	Max fee		
Code		ABCD ages	Ortho ages	Dental ages	Dental		
Status	Code	0-5	0-20	0-20	ages 21+	PA Req.	Comments
	D5630			\$47.83	\$48.34		
	D5640			\$38.74	\$36.78		
	D5650			\$38.74	\$36.78		
	D5660			\$47.83	\$48.34		
	D5710			\$188.60	\$156.09		
	D5711			\$188.60	\$156.09		
	D5720			\$122.33	\$93.65		
	D5721			\$122.33	\$93.65		
	D5750			\$110.09	\$124.87		
	D5751			\$110.09	\$124.87		
	D5760			\$100.92	\$93.65		
	D5761			\$100.92	\$93.65		
	D5863			\$393.82	\$366.16	PA	
	D5865			\$393.82	\$366.16	PA	
	D5899			BR	BR	PA	
	D6930			\$34.68	\$34.68		
	D7111			\$28.70	\$23.95	EPA/PA	
	D7140			\$57.65	\$30.49	EPA/PA	
	D7210			\$89.05	\$59.80	EPA/PA	
	D7220			\$89.95	\$70.57		
	D7230			\$128.63	\$110.40		
	D7240			\$148.42	\$128.80		
	D7241			\$197.90	\$165.60	PA	
	D7250			\$89.06	\$59.80		
	D7270			\$144.94	\$144.94		
	D7280			\$152.91		EPA/PA	
	D7283			\$200.00		EPA/PA	
	D7285			\$220.80	\$220.80		
	D7286			\$73.68	\$69.88		
	D7288			\$42.74	\$42.74		
	D7310			\$181.00	\$181.00	PA	
	D7311			\$179.20	\$179.20	PA	
	D7320			\$100.65	\$100.65	PA	
	D7321			\$240.00	\$240.00	PA	
	D7410			\$92.10	\$87.35		
	D7471			\$156.58	\$156.58	PA	
	D7472			\$128.94	\$128.94	EPA/PA	
	D7473			\$132.63	\$132.63	EPA/PA	

		Max fee ABCD	Max fee Ortho	Max fee Dental	Max fee		
Code		ages	ages	ages	Dental		
Status	Code	0-5	0-20	0-20	ages 21+	PA Req.	Comments
	D7485			\$145.52	\$145.52	PA	
	D7510			\$49.73	\$47.17		
	D7520			\$110.52	\$104.82		
Р	D7530			\$77.37	\$77.37		PA Removed
	D7880			\$97.00		PA	PA required for ages 12 - 20
	D7960			\$97.00		PA	PA required for ages 7 - 12
	D7963			\$97.00		PA	PA required for ages 7 - 12
	D7970			\$277.80		PA	
	D7971			\$136.20		EPA/PA	
	D7972			\$202.51		PA	
							Limited Transitional Orthodontic
			4				Treatment for Cleft Palate
	D8020		\$975.91			EPA/PA	Initial Placement Limited Transitional Orthodontic
							Treatment for Cleft Palate each additional
	D8020		\$305.88			EPA/PA	3 month period
							Limited Transitional Orthodontic
	50020		6644 76			504 (04	Treatment for Severe Malocclusions
	D8020		\$611.76			EPA/PA	initial placement Limited Transitional Orthodontic
							Treatment for Severe Malocclusions each
	D8020		\$262.18			EPA/PA	additional 3 month period
							Limited Transitional Orthodontic
	D8030		\$975.91			EPA/PA	Treatment for Cleft Palate initial placement
	D8030		\$975.91			EPAJPA	Limited Transitional Orthodontic
							Treatment for Cleft Palate each additional
	D8030		\$305.88			EPA/PA	3 month period
							Limited Transitional Orthodontic
	D8030		\$611.76			EPA/PA	Treatment for Severe Malocclusions initial placement
	20030		Ψ 011.7 0				Limited Transitional Orthodontic
							Treatment for Severe Malocclusions each
	D8030		\$262.18			EPA/PA	additional 3 month period
	D8060		\$757.43				Interceptive Orthodontic Treatment for Cleft Palate
	00000		43. ۱ ر ۱ ږ			EPA/PA	Interceptive Orthodontic Treatment for
	D8060		\$480.68			EPA/PA	Severe Malocclusion
							Comprehensive Orthodontic Treatment
	D8080		\$1836.18			EPA/PA	for Cleft Palate initial placement
							Comprehensive Orthodontic Treatment for Cleft Palate each additional 3 month
	D8080		\$308.46			EPA/PA	period
							Comprehensive Orthodontic Treatment
	D8080		\$1432.22			EPA/PA	for Severe Malocclusion initial placement

Code		Max fee ABCD ages	Max fee Ortho ages	Max fee Dental ages	Max fee Dental		
Status	Code	0-5	0-20	0-20	ages 21+	PA Req.	Comments
	D8080		\$240.60			EPA/PA	Comprehensive Orthodontic Treatment for Severe Malocclusion each additional 3 month period Rate for clients banded after Sept. 1, 2014
	D8080		\$308.46			EPA/PA	Comprehensive Orthodontic Treatment for Severe Malocclusion each additional 3 month periodRate for clients banded prior to Sept. 1, 2014
	D8000		\$200.00			PA	
	D8220		\$333.87			EPA/PA	Cleft Palate Pre-orthodontic Visit;
	D8660		\$319.30			EPA/PA	Severe Malocclusion Pre-orthodontic Visit;
	D8680		\$102.01			PA	Appliance Removal if placed by Non- Medicaid Provider
L	D8692		\$194.20			PA	
	D8999			BR	BR	PA	
	D9110			\$44.53	\$41.40		
	D9222			\$78.00	\$78.00	EPA/PA	EPA required for ages 9 - 20
	D9223			\$78.00	\$78.00	EPA/PA	EPA required for ages 9 - 20
	D9230			\$20.00	\$20.00		
	D9239			\$50.00	\$50.00	PA	PA required for ages 21 and older
	D9243			\$50.00	\$50.00	PA	PA required for ages 21 and older
	D9248			\$50.00	\$50.00	PA	PA required for ages 21 and older
	D9310	\$60.57		\$60.57	\$60.57	PA	
	D9410			\$31.98	\$29.01		
	D9420			\$31.98	\$29.01		
	D9440			\$31.98	\$29.01		
	D9610			\$36.84	\$34.94		
	D9612			\$36.84	\$34.94		
	D9630			\$45.00			
	D9920	\$28.10		\$26.72	\$24.84	PA	PA required for ages 9 - 20
	D9930			\$51.41	\$42.91		
	D9940			\$97.00		PA	PA required for ages 12 - 20
N	D9995	\$10.00		\$10.00	\$10.00		
N	D9996	\$10.00		\$10.00	\$10.00		
	D9999	\$27.58					ABCD: Family Oral Health Ed.
	T1016						
	10060						All Ages
	10120						All Ages
	10140						All Ages

		Max fee	Max fee	Max fee			
Code		ABCD	Ortho	Dental	Max fee Dental		
Status	Code	ages 0-5	ages 0-20	ages 0-20	ages 21+	PA Req.	Comments
	11000						All Ages
	11012						All Ages
	11042						All Ages
	11044						All Ages
	11100						All Ages
	11101						All Ages
	11440						All Ages
	11441						All Ages
	11442						All Ages
	11443						All Ages
	11444						All Ages
	11446						All Ages
	11640						All Ages
	11641						All Ages
	11642						All Ages
	11643						All Ages
	11644						All Ages
	11646						All Ages
	12001						All Ages
	12002						All Ages
	12004						All Ages
	12005						All Ages
	12011						All Ages
	12013						All Ages
	12014						All Ages
	12015						All Ages
	12016						All Ages
	12031						All Ages
	12032						All Ages
	12034						All Ages
	12035						All Ages
	12036						All Ages
	12051						All Ages
	12052						All Ages
	12053						All Ages
	12054						All Ages
	12055						All Ages
	12056						All Ages

		Max fee	Max fee	Max fee	D.A.S. Fra		
Code		ABCD	Ortho	Dental	Max fee Dental		
Status	Code	ages 0-5	ages 0-20	ages 0-20	ages 21+	PA Req.	Comments
	13121						All Ages
	13122						All Ages
	13131						All Ages
	13132						All Ages
	13133						All Ages
	13151						All Ages
	13152						All Ages
	13153						All Ages
	13160						All Ages
	14040						All Ages
	15120						All Ages
	15275						All Ages
	15278						All Ages
	15576						All Ages
	17110						All Ages
	20005						All Ages
	20220						All Ages
	20520						All Ages
	20552						All Ages
	20605						All Ages
	20615						All Ages
	20670						All Ages
	20680						All Ages
	20690						All Ages
	20692						All Ages
	20693						All Ages
	20694						All Ages
	20902						All Ages
	20926						All Ages
	20955						All Ages
	20969						All Ages
	20970						All Ages
	21010						All Ages
	21013						All Ages
	21015						All Ages
	21016						All Ages
	21025						All Ages
	21026						All Ages

		Max fee	Max fee	Max fee			
Code		ABCD	Ortho	Dental	Max fee Dental		
Status	Code	ages 0-5	ages 0-20	ages 0-20	ages 21+	PA Req.	Comments
	21029						All Ages
	21030						All Ages
	21034						All Ages
	21040						All Ages
	21044						All Ages
	21045					PA	All Ages
	21046						All Ages
	21047						All Ages
	21048						All Ages
	21049						All Ages
	21050					PA	All Ages
	21060					PA	All Ages
	21070					PA	All Ages
	21073						All Ages
	21076					PA	All Ages
	21077					PA	All Ages
	21079					PA	All Ages
	21080					PA	All Ages
	21081					PA	All Ages
	21082					PA	All Ages
	21083					PA	All Ages
	21084					PA	All Ages
	21085					PA	All Ages
	21086					PA	All Ages
	21087					PA	All Ages
	21088					PA	All Ages
	21089					PA	All Ages
	21100						All Ages
	21110						All Ages
	21116						All Ages
	21120					PA	All Ages
	21121					PA	All Ages
	21122					PA	All Ages
	21123					PA	All Ages
	21141					PA	All Ages
	21142					PA	All Ages
	21143					PA	All Ages
	21145					PA	All Ages

		Max fee	Max fee	Max fee			
Code		ABCD	Ortho	Dental	Max fee Dental		
Status	Code	ages 0-5	ages 0-20	ages 0-20	ages 21+	PA Req.	Comments
	21146					PA	All Ages
	21147					PA	All Ages
	21150					PA	All Ages
	21151					PA	All Ages
	21154					PA	All Ages
	21155					PA	All Ages
	21159					PA	All Ages
	21160					PA	All Ages
	21193			\$ubject to Re	gulatory Day	PA	All Ages
	21194			Subject to Re	gulatory Kev	PA	All Ages
	21195					PA	All Ages
	21196					PA	All Ages
	21198					PA	All Ages
	21206					PA	All Ages
	21208					PA	All Ages
	21209					PA	All Ages
	21210					PA	All Ages
	21215					PA	All Ages
	21230					PA	All Ages
	21240					PA	All Ages
	21242					PA	All Ages
	21243					PA	All Ages
	21244					PA	All Ages
	21245					PA	All Ages
	21246					PA	All Ages
	21247					PA	All Ages
	21248					PA	All Ages
	21249					PA	All Ages
	21255					PA	All Ages
	21295					PA	All Ages
	21296					PA	All Ages
	21310						All Ages
	21315						All Ages
	21320						All Ages
	21325						All Ages
	21330						All Ages
	21335						All Ages
	21336						All Ages

		Max fee	Max fee	Max fee			
Code		ABCD	Ortho	Dental	Max fee Dental		
Status	Code	ages 0-5	ages 0-20	ages 0-20	ages 21+	PA Req.	Comments
	21337						All Ages
	21338						All Ages
	21339						All Ages
	21340						All Ages
	21343						All Ages
	21344						All Ages
	21345						All Ages
	21346						All Ages
	21347			 Subject to Re	gulatory Rev	e\./	All Ages
	21348						All Ages
	21355						All Ages
	21356						All Ages
	21360						All Ages
	21365						All Ages
	21366						All Ages
	21385						All Ages
	21386						All Ages
	21387						All Ages
	21390						All Ages
	21395						All Ages
	21400						All Ages
	21401						All Ages
	21406						All Ages
	21407						All Ages
	21408						All Ages
	21421						All Ages
	21422						All Ages
	21423						All Ages
	21431						All Ages
	21432						All Ages
	21433						All Ages
	21435						All Ages
	21436						All Ages
	21440						All Ages
	21445						All Ages
	21450						All Ages
	21451						All Ages
	21452						All Ages

		Max fee	Max fee	Max fee	D dow foo		
Code		ABCD	Ortho	Dental	Max fee Dental		
Status	Code	ages 0-5	ages 0-20	ages 0-20	ages 21+	PA Req.	Comments
	21453						All Ages
	21454						All Ages
	21461						All Ages
	21462						All Ages
	21465						All Ages
	21470						All Ages
	21480						All Ages
	21485						All Ages
	21490						All Ages
	21497						All Ages
	21501						All Ages
	21550						All Ages
	21555					PA	All Ages
	21556					PA	All Ages
	29800					PA	All Ages
	29804					PA	All Ages
	30460						All Ages
	30580						All Ages
	30600						All Ages
	31000						All Ages
	31020						All Ages
	31030						All Ages
	31032						All Ages
	31225						All Ages
	31502						All Ages
	31515						All Ages
	31525						All Ages
	31530						All Ages
	31584						All Ages
	31600						All Ages
	31603						All Ages
	31830					PA	All Ages
	38510						All Ages
	38700						All Ages
	38724						All Ages
	40490						All Ages
	40510						All Ages
	40700						All Ages

		Max fee	Max fee	Max fee	D dow foo		
Code		ABCD	Ortho	Dental	Max fee Dental		
Status	Code	ages 0-5	ages 0-20	ages 0-20	ages 21+	PA Req.	Comments
	40701						All Ages
	40702						All Ages
	40720					PA	All Ages
	40761					PA	All Ages
	40800						All Ages
	40801						All Ages
	40804						All Ages
	40805						All Ages
	40806						All Ages
	40808						All Ages
	40810						All Ages
	40812						All Ages
	40814						All Ages
	40816						All Ages
	40819						All Ages
	40830						All Ages
	40831						All Ages
	40840						All Ages
	40842						All Ages
	40844					PA	All Ages
	40845					PA	All Ages
	41000						All Ages
	41005						All Ages
	41006						All Ages
	41007						All Ages
	41008						All Ages
	41009						All Ages
	41010						All Ages
	41015						All Ages
	41016						All Ages
	41017						All Ages
	41018						All Ages
	41100						All Ages
	41105						All Ages
	41108						All Ages
	41110						All Ages
	41112						All Ages
	41113						All Ages

		Max fee	Max fee	Max fee	N days for a		
Code		ABCD	Ortho	Dental	Max fee Dental		
Status	Code	ages 0-5	ages 0-20	ages 0-20	ages 21+	PA Req.	Comments
	41114						All Ages
	41115						All Ages
	41116						All Ages
	41120						All Ages
	41130					PA	All Ages
	41135						All Ages
	41150						All Ages
	41520						All Ages
	41530					PA	All Ages
	41599						All Ages
	41800						All Ages
	41805						All Ages
	41821						All Ages
	41822						All Ages
	41823						All Ages
	41825						All Ages
	41826						All Ages
	41827						All Ages
	41828						All Ages
	41830						All Ages
	41850						All Ages
	41899					PA	All Ages
	42000						All Ages
	42100						All Ages
	42104						All Ages
	42106						All Ages
	42180					PA	All Ages
	42182					PA	All Ages
	42200						All Ages
	42205						All Ages
	42210						All Ages
	42215						All Ages
	42220						All Ages
	42225						All Ages
	42226					PA	All Ages
	42227					PA	All Ages
	42235					PA	All Ages
	42260						All Ages

		Max fee	Max fee	Max fee	D.A.S. Fra		
Code		ABCD	Ortho	Dental	Max fee Dental		
Status	Code	ages 0-5	ages 0-20	ages 0-20	ages 21+	PA Req.	Comments
	42280						All Ages
	42281						All Ages
	42330						All Ages
	42335						All Ages
	42405						All Ages
	42408						All Ages
	42409						All Ages
	42440						All Ages
	42450						All Ages
	42500						All Ages
	42505						All Ages
	42600						All Ages
	42700						All Ages
	42720						All Ages
	42725						All Ages
	43200						All Ages
	64400						All Ages
	64600					PA	All Ages
	64774						All Ages
	64784						All Ages
	64788						All Ages
	64790						All Ages
	64792						All Ages
	64795						All Ages
	64864						All Ages
	64910						All Ages
	70300						All Ages
	70310						All Ages
	99201						All Ages
	99202						All Ages
	99203						All Ages
	99204						All Ages
	99205						All Ages
	99211						All Ages
	99212						All Ages
	99213						All Ages
	99214						All Ages
	99215						All Ages

Code Status	Code	Max fee ABCD ages 0-5	Max fee Ortho ages 0-20	Max fee Dental ages 0-20	Max fee Dental ages 21+	PA Req.	Comments
	99231						All Ages
	99232						All Ages
	99233						All Ages
	99241						All Ages
	99242						All Ages
	99243						All Ages
	99244						All Ages
	99245						All Ages
	99251						All Ages
	99252						All Ages
	99253						All Ages
	99254						All Ages
	99255						All Ages
	99408						All Ages
	99409						All Ages

Code Status Indicators

D = Discontinued Code

N = New Code

P = Policy Change

R = Rate Update

L = Limitations/restrictions, see billing guide

<u>Legend</u>

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BR – By Report

PA – Written or Fax Prior Authorization

** Services eligible DDA clients 21 and over