

*“Why
should
I join
Dentistat?”*

Answers...

**To The Questions
Most Frequently Asked
By Dentists.**

Q. Why should I join Dentistat?

A. The Short Answer...



The companies above are **Dentistat** clients. They include insurance carriers and other dental benefit administrators that offer **fee-for-service, PPO** programs as an alternative to traditional indemnity plans. **Each company has its own program** with differing plan designs, fee schedules, and provider contracts. They rely on **Dentistat** to make sure dentists have **verified credentials** and **appropriate utilization patterns**.

The Longer Answer...

You may have received these **Dentistat** materials as part of the application process for a particular insurance company. They may wish you to become a **Dentistat** member in order to accept you into their network. Another reason for joining **Dentistat** is that you will be able to review and then accept or reject the offers you will receive from our other clients companies.

If you are asking about **Dentistat** on your own and not because of a mailing from a specific company, your reason for joining **Dentistat** is to receive individual, no-obligation offers from all of **Dentistat's** client companies. You will be free to accept or reject each offering as you see fit—the choice is always yours.

The Big-picture Answer...

Your real question may be “Why should I be interested in dental PPOs at all?”

America is struggling with the difficult issues concerning the access, costs and delivery of healthcare. Like our medical colleagues, we know change is inevitable. Many dentists as well as other healthcare givers will have to adopt new “managed care” strategies to succeed in the current and future health benefits marketplace.

Among the various models of managed care, **Dentistat**-supported PPOs best preserve many aspects of traditional private practice. In a PPO, dentists agree to provide care to employee groups on a reduced **fee-for-service** basis. PPO dentists also agree to cooperate with utilization review and patient advocacy programs—all in return for being listed in preferred provider directories to attract new patients. In contrast, capitation plans transfer financial risk to the dentist and can leave the dentist in a negative financial position when many patients utilize the plan or have extensive treatment needs.

Dentistat-supported PPO plans are fee-for-service, **not capitation!**

If you recognize the companies shown above as administering dental benefit plans in your community, perhaps it's time to consider what participating in Dentistat-supported programs could mean to your practice.

Q. *What is Credentials Verification and why the recent emphasis?*

A. **Dentistat** has been credentialing its member dentists since 1983. Verification standards have evolved dramatically since then and now exist as a well-defined and formal set of industry-accepted guidelines. Today's requirements for dentists participating in dental plan networks include collecting certain documents from primary sources, contacting various agencies, and repeating the entire process every two years.

The good news is that **Dentistat** will guide you through this process **as your advocate**. **Dentistat** members are considered fully credentialed by all current **Dentistat**-supported programs, as well as many other dental plans that are rapidly becoming **Dentistat** clients.

Dentistat will always attempt to make this process as easy as possible for its member dentists. **Dentistat** will be advancing efforts to bypass the dentist (with his or her permission, of course) and obtain information directly from the primary source, such as a state licensing agency. **Dentistat** will continue to seek every advantage using advanced Electronic Data Interchange capabilities to help keep costs low.

Dentistat will help you be sure that your own credentials are consistently up to date.

Q. *Is there any fee to join Dentistat?*

A. No. **Dentistat** is paid by its client companies, not by dentists.

Q. *If I join Dentistat, am I automatically signed up with all of Dentistat's client companies?*

A. No. **Dentistat** advises its client companies of all new member dentists, and when a company is building or maintaining a PPO network in your area, they will contact you with an offering. This offer will include their fee schedule for your area, a participating agreement and other information. You decide if it is good for your practice to sign up. You can join them all, just some, or say "no thanks" to all offers. You are in charge.

Q. *Can Dentistat send me plan descriptions and fee schedules?*

A. No. Each **Dentistat** client independently develops its own plan design features and fee schedules. Common to all, however, are incentives to encourage patient selection of their participating dentists. Each **Dentistat**-affiliated company will send its offer directly to you. **Dentistat** is not involved with the setting of fee schedules.

Q. *What is Utilization Review?*

A. Utilization Review, as performed by **Dentistat**, is a process by which your individual utilization and billing pattern is compared to those of other dentists in your community and across the country. An applicant whose utilization rates for many procedures exceed the rates of the majority of the dentists in the community is unlikely to be accepted as a **Dentistat** member.

Member dentists' practice patterns are continuously monitored to assure that performed procedures are appropriate and necessary and not being over-reported in an attempt to offset reduced-fee arrangements.

Q. *Will I be required to provide all services or can I refer my PPO patients to specialists of my choice?*

A. You are required to perform only those procedures with which you are comfortable and feel competent to provide. When you need to refer patients for specialty care, we ask that you try to refer them to participating specialists, but most **Dentistat**-supported programs do not require it.

Q. *If I am in a group practice, do all of the dentists in the group need to participate?*

A. Recommended policy is that all dentists **who will treat PPO patients** in a particular practice participate, and it is certainly beneficial for group practices to have as many doctors as possible listed in network directories.

Dentistat-affiliated companies may have differing requirements about group practices that wish to have some dentists not participate. Important considerations include how the practice name, doctors' names, and ID number(s) will be used to submit claims. You will need to contact each company to ask their rules. **Dentistat** can help direct you; just call us.

Q. *How will I know which patients have an Dentistat-affiliated PPO Plan?*

A. The program administrator will provide you with updated listings of policyholders in your area. As with all dental insurance, it is a good idea for the dentist to ask if a new patient is covered under a benefit plan, and **the pre-determination of benefits process is always recommended**. Some plans issue patient ID cards, and most programs have toll-free numbers you can call to verify eligibility.

Q. *How will PPO patients find me?*

A. When you agree to participate in an **Dentistat**-affiliated PPO program, your name, office information and specialty (if any) will be published in their Directory of Preferred Providers.

Q. *If I join one or more Dentistat-supported programs, can I still participate with other managed care companies?*

A. Yes. **Dentistat** programs place no restrictions regarding the other contracts you sign.

Q. *What provisions are there for me to withdraw?*

A. Each program contract that you sign will have its own termination conditions. Generally, however, PPO plans do not require a long-term commitment. They allow dentists to quit the program by simply giving 30-60 days written notice. Of course, any treatment in progress must be completed under the terms of the PPO program.

Just as joining **Dentistat** **does not** automatically sign you up with all **Dentistat** client companies, your choice to drop your **Dentistat** membership **does not** automatically sever the relationships you have with **Dentistat** clients. You will also need to separately and directly notify each company with whom you signed a contract about your wish to quit their program.

Q. *How do I get more information?*

A. **Call Dentistat at 408-376-0336 or 800-336-8250**

If you're concerned about attracting new patients, maybe you should consider **Dentistat** membership.

 **DENTISTAT, Inc.**[®]

Standard Participation Agreement for Dentists

This Agreement is entered into between Dentistat, Inc., (referred to as “Dentistat”), and the dentist executing this Agreement (referred to as “Dentist”).

1. Purpose of Agreement

The purpose of this Agreement is to establish the terms and conditions (which shall not include professional fees) upon which dentists will participate in Dentistat. Dentists participating in Dentistat are those dentists who have executed a Standard Participation Agreement with Dentistat (referred to collectively as “Participating Dentists”).

2. Structure of Dentistat

Dentistat provides administrative, utilization review and coordinating services to various insurance companies and other dental plan administrators that have established employee dental plans (referred to as “Insurers”). Participating Dentists provide dental services to persons who are covered by these employee dental plans pursuant to the Standard Participation Agreement with Dentistat and professional fee agreements entered into individually with each of the Insurers.

3. Negotiating Authority

Dentistat agrees to use its best efforts to seek out and secure offers from Insurers to Participating Dentists for professional fee agreements. The professional fee agreements are negotiated and adopted individually by each of the Participating Dentists and each of the Insurers. Dentistat shall seek to facilitate the negotiation and execution of professional fee agreements, but shall not directly or indirectly take any part in negotiating any of their terms, including fees and billing arrangements, payment arrangements, coordination of benefits provisions or provisions for noncovered services.

(a) Administrative Agreement

Dentistat shall negotiate and enter into administrative agreements with each of the Insurers.

(b) Names and Addresses

Dentistat shall transmit to each of the Insurers a list of the names, addresses, and tax I.D. or social security numbers of Participating Dentists, and shall request each of the Insurers to make professional fee offers to Participating Dentists in the geographic area or areas in which each of the Insurers will be undertaking these arrangements.

(c) Professional Fee Offers

Each of the Insurers shall send professional fee offers to Dentist directly. After such offers are made, Dentist, in accordance with the terms of each offer, may accept or reject any or all of the offers. As provided in paragraph 10, Dentist may enter into an agreement with any of the Insurers outside of the framework provided by the administrative agreement between Dentistat and Insurer, and the provisions of the Dentistat Standard Participation Agreement, including, but not limited to, this section on professional fee offers, shall not apply.

4. Dental Care of Plan Members

Dentist agrees to provided dental care to persons who are covered by each of the Insurers whose fee offers have been accepted (referred to as Plan Members). Dentist agrees to provide services for Plan Members with the same care, attention, office schedules and physical setting Dentist customarily provides for patients who are not Plan Members.

5. Utilization Review System

Dentist and Dentistat recognize that the design and implementation of a utilization review system is necessary for the cost effective delivery of quality dental care and the financial integrity of the Insurers’ employee dental plans. By executing this agreement, Dentist agrees to each aspect of, and to participate in, Dentistat’s utilization review system (referred to as “Utilization Control Plan”), and to undertake to practice cost effective dental care consistent with accepted dental practices.

6. Utilization Control Plan

Dentistat’s Utilization Control Plan is divided into two phases. The first phase consists of the generation and maintenance of a database, the purpose of which is to develop norms against which practices of individual Participating Dentists are compared. The second phase consists of the procedures by which Dentistat communicates with Participating Dentists whose practices appear to fall outside the norms, undertakes more specific review of those dentists’ practices, adopts corrective measures and, if necessary terminates the participation agreements with these dentists.

(a) Phase I

(i) Dentistat shall gather computer tapes from each of the Insurers. The tape shall contain claims data showing at least two years’ experience with all submitted procedures on all individuals for whom each of the Insurers provides benefits. The data gathered from each of the Insurers will include submitted procedures by ADA code and the I.D. number (SSN or TIN) of Dentist. Dentist’s charges for services shall not be included.

(ii) Dentistat will develop norms of utilization for various procedures. These norms shall be derived from the aggregation of the claims data gathered from each of the Insurers and shall be updated by Dentistat on a regular basis, based on data from additional claims experience tapes gathered from each of the Insurers.

(iii) The utilization norms developed shall take the forms of “basic procedure ratios.” The frequency of each abuse-prone procedure shall be compared to the frequency of utilization of a related basic procedure, and a mean number shall be determined. By way of example, the number of pulp caps shall be related to each 100 restorations. Dentistat shall then identify utilization thresholds above the norms for the purpose of determining which dentists have exceeded the norms by more than a reasonable amount. Dentistat will gather monthly claims experience data from each of the Insurers for each of the Participating Dentists, and Dentistat shall continuously monitor Participating Dentists by comparing individual claims experience against the thresholds.

(b) Phase II

(i) In the event that Dentistat identifies Participating Dentists who appear to be overusing one or more dental procedures, Dentistat shall perform an initial review, which may include direct communications with any such Participating Dentists to determine whether any such Participating Dentists are in fact overusing such procedures or if the utilization rate can be otherwise explained. In the event that Dentistat believes that the utilization rate of any Participating Dentists does not meet Dentistat’s standards, Dentistat may notify any such Participating Dentists.

(ii) If any of the Insurers or Plan Members raise concerns with Dentistat about the quality of care of any Participating Dentists, Dentistat will attempt to review the matter, which review may include direct communication with any Participating Dentists. Dentistat shall not function as a peer review or quality assurance organization for Insurers or Plan Members. Where specific evidence or data comes to its attention relating to the quality of care rendered by any Participating Dentists, Dentistat shall make reasonable efforts to assess the quality of care, based on reasonable standards of accepted dental practices.

(iii) This Agreement may be terminated in accordance with the provisions of paragraph 10.

7. Evolution of Utilization Review Procedures

Dentistat and Dentist acknowledge and agree that it may be necessary for Dentistat to revise its Utilization Control Plan from time to time. Dentistat reserves the right to make all changes to the Utilization Control Plan it believes necessary or appropriate for the efficient and equitable operation of a utilization review system.

8. Independent Contractors

In the performance of their obligations under this Agreement, Dentistat and Dentist acknowledge and agree that they, and any of their officers, directors, agents and employees, are at all times acting and performing as independent contractors. Neither party shall have nor exercise any control or direction over the method by which the other performs such obligations. Neither Dentistat nor Dentist, nor any of their respective officers, directors, agents or employees, shall be liable to third parties for any act or omission of the other party.

9. Liability Insurance

Dentist, at its sole cost and expense, shall procure and maintain such policies of general liability, professional liability and other insurance as may be necessary to insure itself, and if applicable, any and all of its officers, directors, agents and employees, against any liability or claims or damages, including those arising by reason of personal injuries or death, occasioned directly or indirectly by such Dentist, or any and all of its officers, directors, agents or employees, in connection with the performance of the Dentist’s responsibilities under this Agreement. The amount of coverage of Dentist shall be customary and reasonable in light of Dentist’s subspecialty, if any, and the prevailing practices in the region in which Dentist practices.

10. Termination of Agreement

Either Dentistat or Dentist shall have the right to terminate this Agreement for any reason, with or without cause, at any time upon sixty (60) days prior written notice to the other. Alternatively, either Dentistat or Dentist may terminate this Agreement at any time for cause upon only fifteen (15) days prior written notice to the other. Nothing in this Agreement shall prevent the Dentist from doing business with any Insurer directly or indirectly outside the framework of this Agreement, either during the term of this Agreement, or following the termination of this Agreement.

11. Dissemination of Information

Dentist acknowledges that Dentistat and each of the Insurers shall have the right to disseminate in any materials describing the employee dental plans information as to Participating Dentists, including each of their addresses, telephone numbers, dental specialties and participation in the Dentistat network and employee dental plans. Dentist further acknowledges that it has and acquires no right whatsoever to, or to the use of, the trademark or trade name “Dentistat”, except to the extent permitted in writing by Dentistat for the term of this Agreement in connection with providing dental services to Plan Members.

12. Representations of Dentist

(a) Dentist recognizes and acknowledges that participation in Dentistat is dependent on professional competence, ethical practice and willingness to participate and adhere to the standards of a utilization review system.

(b) Dentist recognizes and acknowledges that Dentistat and its employees must continually evaluate Dentist’s commitment to the utilization review system and qualifications for being a Participating Dentist. Dentist further recognizes and acknowledges that a willingness to cooperate with Dentistat is an essential attribute for demonstrating a commitment to a utilization review system.

(c) Dentist acknowledges and represents that Dentist completed Application and Office Inventory (referred to as “Application”) and provided the requested information to Dentistat, and that the information provided to Dentistat is true, accurate, complete and not misleading. Dentist further represents and agrees to inform Dentistat immediately and in writing if at any time any information provided to Dentistat in the Application becomes untrue, inaccurate, incomplete or misleading, and to provide Dentistat with the necessary information.

(d) Dentist acknowledges and represents that Dentist complies with all applicable laws and regulations.

13. Records

Dentist agrees to provide to Dentistat patient records and other materials as necessary, and consents to the inspection, including reasonable in-office audits consistent with law, by Dentistat of all records, data and documents that may be material to any evaluation of Dentist’s cost-effective delivery of dental care and Dentistat’s administration of a utilization review system.

14. Release of Liability

Dentist releases from liability Dentistat, its officers, directors, employees and agents, for any acts performed in good faith and without malice in connection with evaluating Dentist’s dental care and practices. Dentist further releases from liability any entity, its officers, directors, employees and agents, which provides information to Dentistat in connection with evaluating Dentist’s dental care and practices.

15. General Provisions

(a) Assignment

This Agreement may not be assigned by Dentist without the prior written consent of Dentistat.

(b) Binding Effect

The provisions of this Agreement, subject to the foregoing limitation on assignment, shall extend to and be binding upon the successors and assigns of each party.

(c) Severability and Choice of Law

In the event that any provisions of this Agreement becomes invalid or unenforceable for any reason, the remainder of the Agreement shall remain in full force and effect. This Agreement shall be interpreted under the laws of the State of California.

(d) Waiver

The waiver by either Dentistat or the Dentist of one or more defaults on the part of the other shall not be construed to operate as a waiver of any subsequent defaults.

(e) Confidentiality

Dentist agrees to keep confidential the terms and conditions of this Participation Agreement and the fee schedule and related fee terms between Dentist and each of the Insurers. In no event shall Dentistat seek access to the terms and conditions of the fee arrangements between each of the Insurers and Dentist.

(f) Attorney’s Fees

In the event that either party initiates legal action with respect to the interpretation or performance of this Agreement, the prevailing party shall be entitled to reasonable attorney’s fees and costs to be determined by the court.

(g) Entire Agreement

This Agreement constitutes the sole and final agreement between the parties and supersedes all previous agreements, promises or representation, either oral or written, between the parties, and can be changed or modified only by a signed writing executed by the parties, unless expressly provided otherwise in this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

(h) Term of Agreement

This Agreement will commence as of the date of its execution by Dentistat and Dentist, and will continue in full force and effect until terminated by either party as provided in paragraph 10.

(i) Notice

Any notice provided for in this Agreement shall be in writing by Dentistat to Dentist at the address listed on Application and by Dentist to Dentistat, at 1688 Dell Avenue, Suite 210, Campbell CA 95008.

Please do not write in this box.



By _____

Date _____

DENTIST

Original Signature Only (No Signature Stamps)

Date

Dentist’s Name (Print or Type)

Tax I.D. or Social Security No.
(Number Used on Dental Claims)

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