PARTICIPATING PROVIDER AGREEMENT

This Participating Provider Agreement ("Agreement") is made and entered into this _____day of _____, _____ ("Effective Date"), by and between _____ ("Dentist") and Dominion Dental Services, Inc. ("Plan"). Whenever mentioned herein, the term "Dentist" shall include all employees of Dentist, all partners, dental associates, and all staff personnel under Dentist's direct supervision and/or control. Dentist and Plan may hereinafter be referred to individually as a "Party" and collectively as the "Parties." The Regulatory Compliance Addendum attached to this Agreement as **Exhibit A** is expressly incorporated into this Agreement and is binding upon the Parties to this Agreement. In the event of any inconsistent or contrary language between the Regulatory Compliance Addendum and any other part of this Agreement, including but not limited to exhibits, attachments or amendments, the Parties agree that the provisions of the Regulatory Compliance Addendum shall prevail, but, if applicable, only with respect to a particular Program, line of business and/or product.

WHEREAS, Plan intends to provide individuals, health plans and groups with access to preferred provider organization ("PPO") and/or discounted fee-for-service or other program benefits. Plan, and entities designated by Plan to provide access to PPO programs and/or discounted fee-for-service or other program benefits, will hereinafter be referred to as "Applicable Payor"; and

WHEREAS, Subscribers (defined herein) and/or groups have entered into contracts with Applicable Payor to arrange for certain professional services including dental services. Plan is entering into this Agreement with Dentist who will provide dental services and who will bill Applicable Payor (or Subscriber under discounted fee-for-service programs) according to a fee schedule established by Plan.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, it is agreed as follows:

1. **DENTIST TO PARTICIPATE IN PLAN PROGRAMS.** Dentist agrees to participate in each Plan program described in **Exhibit B** to this Agreement (the "Program"), which is attached hereto and made a part of this Agreement hereof. If the Plan adds a Program, the Plan shall provide an amended **Exhibit B** to Dentist at least sixty (60) days prior to the effective date of such Program addition. The amended **Exhibit B** shall be deemed to be agreed to by the Parties unless Dentist provides written notice to Plan of its election not to participate in any new Program, which notice must be received at least thirty (30) days prior to the effective date of such Program addition.

2. **RENDITION OF CARE:** Dentist agrees to render all necessary dental services to each of the Subscribers covered by the Applicable Payor during Dentist's regular office hours, subject to prior appointments; provided, however, that Dentist shall have the right within the framework of professional ethics to reject any patient seeking Dentist's professional services. Dentist agrees (a) not to discriminate in the treatment of Dentist's patients or in the quality of services delivered to Subscribers on the basis of race, sex, sexual orientation, age, religion, place of residence, health status, membership in a Program, national origin, disability, or source of payment, and (b) to observe, protect, and promote the rights of Subscribers as patients.

   The term "Subscriber" refers to an individual who meets all applicable eligibility requirements of an individual or group contract for dental benefits and who enrolls in accordance with the requirements and for whom the payment required by such individual or group contract for dental benefits actually has been received by Plan or entities designated by Plan.

3. **COVERAGE DETERMINATIONS; ELIGIBILITY:** Plan, Applicable Payor or either party's designated representative shall have sole authority to determine: (a) what is a Covered Service; (b) who is a Subscriber; and (c) the amount and application of cost-sharing provisions. Dentist further acknowledges that such determinations of covered services, non-covered services, Subscribers and cost-sharing provisions may vary among group contracts. Except as otherwise provided in this Agreement, the obligation of Plan or Applicable Payor to pay Dentist pursuant to this Agreement is conditioned upon the determination that the person receiving services, supplies, products, or accommodations from Dentist is a Subscriber and that such services, supplies, products and/or accommodations are covered services. Dentist agrees to accept such determination of the foregoing, which shall be made in accordance with the Plan's policies and procedures. Evidence of Coverage shall be issued to each Subscriber.

4. **FEES:** Dentist agrees to charge Applicable Payor as payment in full for services rendered under the scope of this Agreement no more than the amounts set forth in the attached fee schedule, which is attached hereto as **Exhibit C** and made a part of this Agreement hereof. The fees set forth in **Exhibit C** will apply even if the applicable dental coverage is secondary for purposes of coordination of benefits.

5. **BILLING:** Billing shall include detailed and descriptive dental/patient data and identifying information. In the case of Indemnity/PPO claims, a standard ADA claim form shall be used. Dentist shall look solely to Applicable Payor (or Subscriber under discounted fee-for-service programs) for compensation and shall not seek compensation from Subscribers, except for applicable cost sharing amounts or services not covered under the applicable dental benefit.

   For covered services where a Subscriber has a cost-share obligation, in whole or in part, whether through a deductible, co-pay,

waiting period, annual or lifetime maximum, frequency limitation, alternative benefit or other cost share obligation, Dentist shall not bill Subscriber for the balance, if any, between Dentist's actual fees and the Plan's fee schedule. Dentist agrees to offer the Plan's fee schedule to Subscribers for those procedures that are not covered due to the Subscriber's plan contract limitations or exclusions, and Dentist agrees to not bill Subscriber for the balance, if any, between Dentist's actual fees and the Plan's fee schedule. Dentists who do not agree to offer the Plan's fee schedule to Subscribers for non-covered services shall initial at the end of this Agreement and it will be so noted in the Plan's directory of participating providers.

Dentist may bill a Subscriber for non-covered services rendered by Dentist to such Subscriber only (a) if such services are non-covered services and the Dentist satisfies any notification or other requirements established by the Plan prior to Dentist's provision of such services, or (b) if the patient was not eligible to receive covered services on the date such services were provided. Plan shall not be liable to pay Dentist for any service rendered by the Dentist to a Subscriber that is determined by Plan to be a non-covered service.

Dentist shall comply with the policies and procedures established by Plan regarding overpayments and adjustments.

6. **AMENDMENT OR MODIFICATION:** The terms of this Agreement may be amended in writing as agreed to by the Parties; provided, however, the Agreement may be amended automatically, without the consent of the Dentist, in order to comply with applicable state and federal statutory and regulatory requirements. The Plan shall provide Dentist with written notice of such amendments for statutory and regulatory compliance. In addition, Plan may amend this Agreement upon at least sixty (60) days' prior written notice to Dentist. If Dentist fails to object to any such amendment in writing at least thirty (30) days prior to the effective date of the amendment, Dentist will be deemed to have consented to the amendment of the Agreement and such amendment will become effective. Any such objection shall be deemed to be notice by Dentist of Dentist's election to terminate this Agreement without cause pursuant to Section 7 of this Agreement; provided, further, Dentist shall be bound by the amended terms during the ninety (90) day termination notification period under Section 7.

7. **DURATION OF AGREEMENT:** This Agreement shall commence as of the Effective Date and shall continue in full force and effect for an initial term of one (1) year (the "Initial Term") and shall thereafter automatically renew for additional terms one (1) year each, unless and until terminated in accordance with this Section 7 of the Agreement. Following the Initial Term, this Agreement may be terminated by either Party at any time without cause upon at least ninety (90) days prior written notice to the other Party.

   Either Party shall have the right to terminate this Agreement on thirty (30) days' prior written notice to the other Party if the Party to whom such notice is given is in breach of any material provision of this Agreement. Such notice shall set forth the facts underlying the alleged breach. If such breach is cured within such thirty (30) day notice period, then the Agreement shall continue in effect for its remaining term, subject to any other provision of this Agreement.

   Plan may terminate this Agreement immediately and without possibility of reinstatement upon cure if it determines that one or more Subscribers' health may be impaired by the continuation of this Agreement or if the Plan determines that any of the following events have occurred with respect to Dentist, which determinations shall be made by the Plan acting in good faith: (a) the restriction, suspension or revocation of Dentist's licensure or, if applicable, the suspension or loss of Dentist's DEA number or other right to prescribe controlled substances; (b) Dentist's loss of or failure to maintain general and professional liability insurance as required under this Agreement; (c) Dentist's exclusion from participation in Medicare, Medicaid or any other third party, state or federal programs; (d) felony conviction of Dentist; (e) impairment of Dentist's ability to provide services; and/or (f) Dentist's failure or inability at any time to satisfy Plan's credentialing criteria as in effect from time to time.

8. **STANDARD OF CARE:** Dentist agrees that he/she shall perform his/her obligations under this Agreement in accordance with (a) high standards of competence, care and concern for the welfare and needs of the Subscribers, (b) applicable standards of care, (c) the principles of ethics of the American Dental Association and (d) applicable state and federal laws. Dentist shall meet and maintain all credentialing and other professional qualification requirements of Plan, including qualifications regarding licensure and eligibility to participate in state and federal health care programs. Dentist will cooperate with the Plan's credentialing, utilization review, patient management and quality assurance programs and, by way of example but not limitation, maintain full and complete credentialing and recredentialing files, dental histories, financial data, utilization records and all other data and records related to services provided to Subscribers by Dentist under the terms of this Agreement. It is understood that the records of Subscribers shall be treated as confidential so as to comply with all state and federal laws and regulations regarding the confidentiality of patient records.

9. **NON-EXCLUSIVE:** This Agreement is not exclusive in any respect, and Plan is entitled to enter into similar contracts with other Dentists. Dentist is entitled to enter into similar contracts with other Parties, or with other groups not represented by Plan, and to maintain his/her private practice.

10. **DENTIST-PATIENT RELATIONSHIP:** Dentist shall maintain the Dentist-Patient relationship with Subscribers of the Applicable Payor, and shall be solely responsible to the patient for dental advice and treatment. It is expressly agreed between the Parties that Dentist is an independent contractor and that neither Subscriber nor Applicable Payor shall have any dominion or

control over Dentist's practice, the Dentist-Patient relationship, Dentist's personnel or facilities.

11. COMPLIANCE WITH PLAN'S PROGRAMS AND PROCEDURES: Dentist shall comply with Plan's programs and policies and procedures, including, without limitation, Plan's credentialing criteria, privileging process, verification of eligibility, determination of coverage, quality of care standards, quality improvement, clinical management, peer review, Dentist and Subscriber complaint and grievance programs and processes and procedures, claims processing, administrative requirements, and other programs and policies and procedures established by the Plan, as may be provided for in Plan's **Provider Manual** or otherwise. No substantive changes to Plan's programs, policies and procedures will be made by Plan except upon at least sixty (60) days' prior written notice to Dentist of such amendment, unless a shorter period of time is required to comply with applicable law. If Dentist fails to object to any such amendment in writing at least thirty (30) days prior to the effective date of the amendment, Dentist will be deemed to have consented to the amendment of the Plan's policies and procedures and such amendment will become effective. Any such objection shall be deemed to be notice by Dentist of Dentist's election to terminate this Agreement pursuant to Section 6 of this Agreement. If Dentist chooses to terminate participation without cause in accordance with Section 6 hereof due to the amendment made by the Plan, Dentist shall be bound by the amended terms of Plan's policies and procedures during the ninety (90) day termination notification period.

12. SUBSCRIBER HOLD HARMLESS: Dentist agrees that in no event, including, but not limited to, non-payment, insolvency of the Plan or breach of this Agreement by the Plan shall Dentist bill, charge, collect a deposit from, seek compensation or reimbursement from, or have any recourse against any Subscriber or persons other than the Plan acting on behalf of Subscriber for covered services provided pursuant to this Agreement. This provision shall not prohibit collection of payments permitted under a cost-sharing provision in accordance with the terms of the applicable Program and group contract.

13. MALPRACTICE: Dentist agrees to carry Malpractice Insurance in amounts required by Plan; and Dentist shall provide Plan with evidence of such coverage providing for 10 days notice of cancellation, as evidence of compliance with this section of the Agreement.

14. NOTICE TO SUBSCRIBER ON TERMINATION OF AGREEMENT: In the event that this Agreement is terminated by either Party, in accordance with the procedure set forth herein, Dentist agrees that at the time the Subscriber seeks an appointment Dentist will notify each Subscriber, prior to giving service, that the contract is no longer in effect.

15. ASSIGNABILITY OF AGREEMENT: This Agreement, being intended to secure the personal services of Dentist and dentists associated with Dentist, shall not be assigned or transferred without the prior written consent of Plan.

16. DENTAL RECORDS: Dentist agrees to ensure that dental records are maintained for each Subscriber for whom the Dentist has provided services. Dentist shall allow the Plan or its designee, any state and/or federal regulatory agency, and any external review organization access to copies of dental records of Subscribers for quality assurance, investigation of complaints or grievances, enforcement of regulated activities or any other purpose related to compliance with state and federal laws and Plan's **Provider Manual** and policies and procedures, subject to applicable laws related to confidentiality. Where applicable, Dentist agrees to obtain all proper releases from Subscribers needed under applicable state and federal law to comply with this request. Such records shall be retained and kept confidential by the Dentist for the greater of (a) the timer period required by applicable state and federal laws, and (b) ten (10) years. The obligations of Dentist under this section of the Agreement shall survive the termination of this Agreement. Notwithstanding the foregoing, Dentist shall retain all financial, accounting, administrative and claim records related to services provided to Subscribers for at least ten (10) years.

17. INDEMNIFICATION: Plan and Applicable Payor shall not be liable for any act or omission by Dentist. Dentist agrees to defend, indemnify and hold Plan and Applicable Payor harmless against and in respect of any loss, liability, damage, cost and expense (including any reasonable attorneys' fees) suffered or incurred by Plan and/or Applicable Payor in connection with any action, suit, proceeding, demand, assessment or judgment of any kind arising out of or incident to or related in any manner to Dentist's duties and obligations under the terms of this Agreement.

18. SERVICES TO AFFILIATES: Dentist agrees to provide services to any affiliate of Plan. The term "affiliate" shall mean an entity that controls, is controlled by, or is under common control with Plan. When Plan notifies Dentist that services shall be provided to an affiliate, Dentist will be deemed to have a contract directly and exclusively with such affiliate for the benefits offered and/or administered by the affiliate. The affiliate will be solely and exclusively responsible for all of its products, services and other obligations under the new contract. Any such new contract will be deemed to have the same terms as those in the current agreement with Plan, except for differences identified to Dentist by the affiliate. Dentist consents and agrees that Plan may lease its dental network.

19. NOTICE: Any notice required to be given pursuant to this Agreement shall be sent by certified mail, return receipt requested or overnight mail delivery with proof of confirmation of delivery to the addresses listed on the signature page to this Agreement. Notice shall be deemed to be effective as of the date mailed. Either Party may, at any time, change or amend its address by mailing a notice, as required above. Any notice provided by Plan to Dentist shall be deemed to have been given to any associated dentist(s).

20. Governing Law: This Agreement shall be governed in all respects by the laws of the state where Dentist is located. Each Party shall comply with all relevant state and federal laws, rules, statutes, ordinances, orders and regulatory guidance relevant to the terms and conditions of this Agreement.

21. Medicare Program: Dentist shall comply with the CMS required terms and Medicare Advantage (MA) Programs attached to this Agreement as **Schedule D**, which is attached hereto and made a part of this Agreement hereof. The CMS required terms apply only to services rendered to subscribers who are MA members (MA Members) and will, to the extent inconsistent with any other terms of the Agreement, supersede such inconsistent terms solely as they relate to services rendered to MA Members.

22. Incorporation of Recitals: The Parties incorporate the recitals into this Agreement as representations of fact to each other.

23. Severability: Any determination that any provision of this Agreement or any application of it is invalid, illegal or unenforceable in any respect in any instance shall not affect the validity, legality and enforceability of such provision in any other instance, or the validity, legality or enforceability of any other provision of this Agreement.

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement by their duly authorized officers, intending to be legally bound hereby.

Dentist **X**_____	DOMINION DENTAL SERVICES, INC.
Address: _____	Signature:_____
City/State/Zip_____	Date: _____
Date: _____	251 18th Street South, Suite 900 Arlington, VA 22202
Phone: (_____)_____ - _____	1-888-681-5100

Dentist does not agree to participate as a provider in the Medicare Program under this Agreement: _____
Dentist's Initials

Dentist does not agree to offer the Plan's fee schedule to Subscribers for non-covered services: _____
Dentist's Initials

EXHIBIT A

Regulatory Addendum

WASHINGTON

Provider Contract Standards; Hold Harmless

Dentist agrees, in the event of Plan's insolvency, to continue to provide the services promised in this Agreement to Subscribers for the duration of the period for which premiums on behalf of the Subscribers were paid to Plan or the Applicable Payor or until the Subscriber's discharge from inpatient facilities, whichever time is greater. WAC 284-43-320(2)(b)

Notwithstanding any other provision of this Agreement, nothing in this Agreement shall be construed to modify the rights and benefits contained in the Subscriber's health plan. WAC 284-43-320(2)(c)

Dentist may not bill the Subscriber for covered services (except for deductibles, copayments or coinsurance) where Plan or Applicable Payor denies payments because Dentist has failed to comply with the terms and conditions of this Agreement. WAC 284-43-320(2)(d)

Dentist further agrees (i) that the provisions set forth above shall survive termination of this Agreement regardless of the cause giving rise to termination and shall be construed to be for the benefit of Plan's or the Applicable Payor's Subscribers, and (ii) that this provision supersedes any oral or written contrary agreement now existing or hereafter entered into between Dentist and Subscribers or persons acting on their behalf. WAC 284-43-320(2)(e)

If Dentist contracts with other providers or facilities who agree to provide covered services to Subscribers of Plan or Applicable Payor with the expectation of receiving payment directly or indirectly from Plan or Applicable Payor, such providers or facilities must agree to abide by the provisions set forth above. WAC 284-43-320(2)(f)

Dentist understands and agrees that willfully collecting or attempting to collect an amount from a Subscriber knowing that collection to be in violation of this Agreement constitutes a Class C felony under RCW 48.80.030(5). WAC 284-43-320(3)

The Parties understand and agree that documents, procedures and other administrative policies and programs referenced in this Agreement must be available for review by Dentist prior to contracting. Dentist must be given reasonable notice of not less than sixty (60) days of any material amendment to this Agreement, including any changes that affect Dentist compensation and that affect health care service delivery unless changes to federal or state law or regulations make such advance notice impossible, in which case notice shall be provided as soon as possible. Subject to any termination and continuity of care provisions in the Agreement, Dentist may terminate the Agreement without penalty if Dentist does not agree with the changes. No change to the Agreement may be made retroactive without the express consent of Dentist. WAC 284-43-320(4)

Any material amendments to this Agreement must be clearly defined in a notice to Dentist from Plan as being a material change to the Agreement before Dentist's notice period begins. RCW 48.39.003 et seq.

This notice must also inform Dentist that Dentist may choose to reject the terms of the proposed material amendment to this Agreement through written or electronic means at any time during the notice period. Dentist's express rejection of any material amendment does not otherwise affect the terms of Dentist's Agreement with Plan. Id.

No health carrier subject to the jurisdiction of the State of Washington may in any way preclude or discourage Dentist from informing Subscribers 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 Subscriber's service agreement with Plan or the Applicable Payor. No health carrier may prohibit, discourage, or penalize Dentist otherwise practicing in compliance with the law from advocating on behalf of Subscriber. Nothing in this section shall be construed to authorize Dentist to bind Plan or the Applicable Payor to pay for any service. WAC 284-43-320(5)(a)

No health carrier may preclude or discourage Subscribers or those paying for their coverage from discussing the comparative merits of different health carriers with their providers. This provision specifically includes prohibiting or limiting providers participating in those discussions even if critical of a carrier. WAC 284-43-320(5)(b)

Plan must make a good faith effort to assure that written notice of a termination within fifteen (15) days of receipt or issuance of a notice of termination is provided to all Subscribers who are patients seen on a regular basis by Dentist whose contract is terminating, irrespective of whether the termination was for cause or without cause. WAC 284-43-320(7)

Plan is responsible for ensuring that Dentist furnishes covered services to Subscribers without regard to the Subscriber's enrollment in the plan as a private purchaser of the plan or as a participant in publicly financed programs of health care services. This requirement does not apply to circumstances when Dentist should not render services due to limitations arising from lack of training, experience, skill or licensing restrictions. WAC 284-43-320(8)

Plan shall not penalize Dentist because Dentist, in good faith, reports to state or federal authorities any act or practice by the Plan that jeopardizes patient health or welfare or that may violate state or federal law. WAC 284-43-320(9)

Notwithstanding any other provision of law, no health carrier subject to the jurisdiction of the State of Washington may prohibit directly or indirectly its enrollees from freely contracting at any time to obtain any health care services outside the health care plan on any terms or conditions the enrollees choose. Nothing in this section shall be construed to bind a carrier for any services delivered outside the health plan. WAC 284-43-320(10)

Dispute Resolution

Every participating provider contract shall contain procedures for the fair resolution of disputes arising out of the contract. WAC 284-43-320(11)

As such, the Parties agree to be bound by the following dispute resolution provision whereby disputes shall be resolved according to the following terms and conditions:

Dispute Resolution. If a disagreement arises between the Parties on any matter whatsoever, the Parties shall work together to reach a resolution of the issue.

Mediation. If the Parties cannot resolve the dispute within thirty (30) days of a party notifying the other Party of the issues involved, the Parties shall attempt to settle through mediation all disputes arising under this agreement. Either Party may commence mediation by sending a written demand for mediation to the other Party, setting forth the nature of the controversy, the dollar amount involved, if any, and the remedies sought. There shall be one mediator, which mediator shall be mutually agreed upon by the Parties.

Arbitration. In the event the dispute cannot be resolved by mediation within thirty (30) days after the mediation is initiated, or such other time period as the Parties may agree upon, the dispute shall be resolved exclusively by arbitration. Upon the expiration of the time period specified above for mediation, either Party may commence arbitration by sending a written demand for arbitration to the other Party, setting forth the nature of the controversy, the dollar amount involved, if any, and the remedies sought.

The Parties shall attempt to agree upon one arbitrator. If the Parties fail to agree upon the identity of the arbitrator(s) within ten (10) days after the demand for arbitration is mailed, then the Parties stipulate to arbitration before one (1) neutral arbitrator mutually agreed upon by the Parties.

The Parties shall share all costs of arbitration, provided that each Party shall be solely responsible for its own attorneys' fees. The prevailing party, if any, shall be entitled to reimbursement by the other Party of such party's reasonable attorneys' fees and costs and any arbitration fees and expenses incurred in connection with the arbitration; provided, however, that if there are multiple issues and the arbitrator(s) determines that neither Party has prevailed with respect to all material issues, the arbitrator(s) may decline to make such an award, or if the arbitrator(s) determine that an award of all such fees, costs and expenses to one of the Parties is otherwise equitable, the arbitrator may make an award of such fees, costs and expenses to one of the Parties. The arbitrator shall not award punitive damages.

The arbitrator(s) shall apply the substantive law of the state (within which the Dentist operates under the terms of this Agreement) to any dispute regarding the interpretation or validity of this Agreement.

As soon as reasonably practicable but not later than thirty (30) days after the filing of notice of arbitration, unless the Parties agree in writing to a different time period, the arbitrator(s) shall conduct a hearing on the dispute or matter to be resolved. As soon as reasonably practicable thereafter but in no event later than forty-five (45) days after the completion of the hearing, the arbitrator shall render a final decision, which shall be reduced to writing, signed by the arbitrator(s) and mailed to each of the parties and their legal counsel.

In accordance with WAC 284-43-322(4), the foregoing dispute resolution process shall not be construed to bar or exclude either Party from seeking judicial remedies; provided, however, the foregoing dispute resolution process must be exhausted prior to either

Party seeking any such judicial remedies.

Either Party may seek appropriate injunctive or other equitable relief from a court of competent jurisdiction, as provided by applicable law, to avoid irreparable injury and/or to protect confidential or proprietary information.

If Plan fails to grant or reject a Dentist request for review of a complaint within thirty (30) days after it is made, Dentist may proceed with the aforementioned dispute resolution process as if the complaint had been rejected. RCW 48.43.055. A complaint that has been rejected by the Plan may be submitted by the Provider to nonbinding mediation. Id.

Terms and Conditions of Payment

Pursuant to WAC 284-43-321 and WAC 284-51-215(1), the Parties agree to comply with those prompt payment requirements concerning amounts owed by Plan and the Applicable Payor to Dentist, including the following terms and conditions as applicable to the Parties.

For Covered Services provided to Subscribers, Plan or Applicable Payor shall pay Dentist as soon as practical but subject to the following minimum standards:

(1)(a)(i) Ninety-five percent of the monthly volume of clean claims shall be paid within thirty days of receipt by the responsible Plan or Applicable Payor; and

(ii) Ninety-five percent of the monthly volume of all claims shall be paid or denied within sixty days of receipt by the responsible Plan or Applicable Payor, except as agreed to in writing by the parties on a claim-by-claim basis.

(b) The receipt date of a claim is the date the responsible Plan or Applicable Payor receives either written or electronic notice of the claim.

(c) The Plan or Applicable Payor shall establish a reasonable method for confirming receipt of claims and responding to provider and facility inquiries about claims.

(d) Any Plan or Applicable Payor failing to pay claims within the standard established under subsection (2) of this section shall pay interest on undenied and unpaid clean claims more than sixty-one days old until the carrier meets the standard required by law. Interest shall be assessed at the rate of one percent per month, and shall be calculated monthly as simple interest prorated for any portion of a month. Plan or Applicable Payor shall add the interest payable to the amount of the unpaid claim without the necessity of the Dentist submitting an additional claim. Any interest paid under this section shall not be applied by the Plan or Applicable Payor to a Subscriber's deductible, copayment, coinsurance, or any similar obligation of the Subscriber.

(e) When the Plan or Applicable Payor issues payment in either the Dentist and the Subscriber names, the Plan or Applicable Payor shall make claim checks payable in the name of the Dentist first and the Subscriber second.

(2) For purposes of this section, "clean claim" means a claim that has no defect or impropriety, including any lack of any required substantiating documentation, or particular circumstances requiring special treatment that prevents timely payments from being made on the claim under this section.

(3) Denial of a claim must be communicated to the Dentist and must include the specific reason why the claim was denied. If the denial is based upon medical necessity or similar grounds, then the Plan or Applicable Payor upon request of the Dentist must also promptly disclose the supporting basis for the decision. For example, the Plan or Applicable Payor must describe how the claim failed to meet medical necessity guidelines.

(4) Every Plan or Applicable Payor shall be responsible for ensuring that any person acting on behalf of or at the direction of the Plan or Applicable Payor or acting pursuant to Plan or Applicable Payor standards or requirements complies with these billing and claim payment standards.

(5) These standards do not apply to claims about which there is substantial evidence of fraud or misrepresentation by Dentist or Subscriber, or instances where the Plan or Applicable Payor has not been granted reasonable access to information under the Dentist’s control.

(6) Dentist, Plan and Applicable Payor are not required to comply with these contract provisions if the failure to comply is occasioned by any act of God, bankruptcy, act of a governmental authority responding to an act of God or other emergency, or the result of a strike, lockout, or other labor dispute.

OIC Access to the Provider Agreement

Dentist understands and agrees that Plan must grant the Washington State Office of the Insurance Commissioner with access to this Agreement. RCW 48.44.070; RCW 48.46.243; WAC 284-43-310.

Ongoing Covered Services

Plan or the Applicable Payor shall cover Covered Services of a Dentist who constitutes a primary care provider when this Agreement is terminated by Plan without cause for at least sixty (60) days following notice of termination to the Subscribers or, in group

coverage arrangements involving periods of open enrollment, only until the end of the next open enrollment period. Dentist's relationship with Plan must be continued on the same terms and conditions as those of this Agreement that is being terminated, except for any provision requiring that Plan assign new enrollees to the terminated provider. RCW 48.43.515

Prohibition Against Retrospective Denial

Plan or the Applicable Payor that offers a health plan shall not retrospectively deny coverage for emergency and nonemergency care that had prior authorization under the Plan's or the Applicable Payor's written policies at the time care was rendered. RCW 48.43.525

Conflicting Terms

No terms of this Agreement shall have the effect of modifying benefits, terms or conditions contained in plan documents concerning Covered Services available to Subscribers. In the event of any conflict between this Agreement and the plan documents, the benefits, terms and conditions of the plan documents shall govern with respect to coverage provided to Subscribers. WAC 284-43-320(1)

Overpayment Recovery

Pursuant to RCW 48.43.600, except in the case of fraud, or as otherwise provided herein, a Plan or Applicable Payor may not: (a) Request a refund from Dentist of a payment previously made to satisfy a claim unless it does so in writing to the Dentist within twenty-four months after the date that the payment was made; or (b) request that a contested refund be paid any sooner than six months after receipt of the request. Any such request must specify why the Plan or Applicable Payor believes the Dentist owes the refund. If Dentist fails to contest the request in writing to the Plan or Applicable Payor within thirty days of its receipt, the request is deemed accepted and the refund must be paid.

A Plan or Applicable Payor may not, if doing so for reasons related to coordination of benefits with another carrier or entity responsible for payment of a claim: (a) Request a refund from Dentist of a payment previously made to satisfy a claim unless it does so in writing to the Dentist within thirty months after the date that the payment was made; or (b) request that a contested refund be paid any sooner than six months after receipt of the request. Any such request must specify why the Plan or Applicable Payor believes the Dentist owes the refund, and include the name and mailing address of the entity that has primary responsibility for payment of the claim. If a Dentist fails to contest the request in writing to the carrier within thirty days of its receipt, the request is deemed accepted and the refund must be paid.

A Plan or Applicable Payor may at any time request a refund from a Dentist of a payment previously made to satisfy a claim if: (a) A third party, including a government entity, is found responsible for satisfaction of the claim as a consequence of liability imposed by law, such as tort liability; and (b) the Plan or Applicable Payor is unable to recover directly from the third party because the third party has either already paid or will pay the Dentist for the health services covered by the claim.

If any of the terms of this Agreement between Plan or Applicable Payor and Dentist conflicts with this section, this section shall prevail. However, nothing in this section prohibits Dentist from choosing at any time to refund to Plan or Applicable Payor any payment previously made to satisfy a claim.

For purposes of this section, "refund" means the return, either directly or through an offset to a future claim, of some or all of a payment already received by Dentist.

This foregoing neither permits nor precludes Plan or Applicable Payor from recovering from a subscriber, enrollee, or beneficiary any amounts paid to Dentist for benefits to which the subscriber, enrollee, or beneficiary was not entitled under the terms and conditions of the plan, insurance policy, or other benefit agreement.

Pursuant to RCW 48.43.605, and except in the case of fraud, or as provided herein, Dentist may not: (a) Request additional payment from Plan or Applicable Payor to satisfy a claim unless he or she does so in writing to the Plan or Applicable Payor within twenty-four months after the date that the claim was denied or payment intended to satisfy the claim was made; or (b) request that the additional payment be made any sooner than six months after receipt of the request. Any such request must specify why Dentist believes Plan or Applicable Payor owes the additional payment.

Dentist may not, if doing so for reasons related to coordination of benefits with another carrier or entity responsible for payment of a claim: (a) Request additional payment from Plan or Applicable Payor to satisfy a claim unless he or she does so in writing to Plan or

Applicable Payor within thirty months after the date the claim was denied or payment intended to satisfy the claim was made; or (b) request that the additional payment be made any sooner than six months after receipt of the request. Any such request must specify why Dentist believes Plan or Applicable Payor owes the additional payment, and include the name and mailing address of any entity that has disclaimed responsibility for payment of the claim.

If any of the terms of this Agreement between Plan and Dentist conflicts with this section, this section shall prevail. However, nothing in this section prohibits Plan or Applicable Payor from choosing at any time to make additional payments to a Dentist to satisfy a claim.

The terms of this section do not apply to claims for health care services provided through dental-only health carriers, health care services provided under Title XVIII (Medicare) of the Social Security Act, or Medicare supplemental plans regulated under chapter 48.66 RCW.

Patient Care

Pursuant to RCW 48.43.510(6) and (7), neither Plan nor Applicable Payor may preclude or discourage Dentist from informing a Subscriber of the care he or she requires, including various treatment options, and whether in the Dentist's view such care is consistent with the Plan's health coverage criteria, or otherwise covered by the Subscriber's medical coverage agreement with Plan or Applicable Payor. Neither Plan nor Applicable Payor may prohibit, discourage, or penalize Dentist otherwise practicing in compliance with the law from advocating on behalf of a Subscriber. Nothing in this section shall be construed to authorize Dentist to bind Plan or Applicable Payor to pay for any service.

Neither Plan nor Applicable Payor may preclude or discourage Subscribers or those paying for their coverage from discussing the comparative merits of different carriers with Dentist. This prohibition specifically includes prohibiting or limiting Dentist participating in those discussions even if critical of a carrier.

Record Retention

Pursuant to WAC 284-43-320(6), Plan or Applicable Payor shall require Dentist, and Dentist agrees, to make health records available to appropriate state and federal authorities involved in assessing the quality of care or investigating the grievances or complaints of covered persons, including Subscribers, subject to applicable state and federal laws related to the confidentiality of medical or health records.

Utilization Review

Plan and Applicable Payor maintain a documented utilization review program and criteria based on medical evidence. RCW 48.43.520 Such program includes methods for reviewing and updating criteria. Plan and Applicable Payor shall make clinical protocols, medical management standards and other applicable review criteria available upon request to Dentist.

Audit Guidelines

The Parties understand and agree that this Agreement does not contain provisions that grant Plan or Applicable Payor access to health information and other similar records unrelated to covered persons. This provision shall not limit the carrier's right to ask for and receive information relating to the ability of the provider or facility to deliver health care services that meet the accepted standards of medical care prevalent in the community. WAC 284-43-324(1)

The Parties understand and agree that provisions in this Agreement granting Plan access to medical records for audit purposes are limited to only that necessary to perform the audit. WAC 284-43-324(2)

The Parties understand and agree that provisions in this Agreement do not contain billing audit standards that are not mutual. By way of example but not limitation, if Plan grants itself the right to audit Dentist billing records, then Dentist has the right to audit Plan's denials of the hospital's claims. WAC 284-43-324(3)

EXHIBIT B

Program Schedule

Preferred Provider Organization (PPO) Program

Discount Fee For Service Program

Medicare Advantage Program

EXHIBIT C

Fee Schedule

[Placeholder for the PPO fee schedule(s), the Discount Fee-for-Service Program fee schedule(s), and the Medicare Advantage fee schedule.]

EXHIBIT D

Medicare Advantage Addendum

The following provisions will only apply to services rendered to subscribers who are Medicare Advantage members (the "MA Members"). These provisions may be supplemented by MA Programs policies, procedures and **Provider Manual** provisions, as the same may be updated from time to time. Nothing in these CMS required terms will be construed to relieve Dentist of any obligation or requirement established by law or by the Agreement, except to the extent the obligation or requirement is inconsistent with these CMS required terms, in which case these CMS required terms will control as to the MA programs (the "MA Programs") only. To the extent that any greater rights or obligations between the Parties are created in these provisions than are in the Agreement, such rights and obligations will only apply to Covered Services provided under the MA Programs. If there is any conflict between the Agreement and Medicare Advantage laws, regulations or CMS instructions, the Medicare Advantage laws, regulations and CMS instructions will control.

DEFINITIONS

For purposes of Dentist's participation in the MA Programs the following capitalized terms will have the meanings set forth below. All other capitalized terms will have the meaning set forth in the Agreement.

"Affiliated Parties" means Dentist's employees, affiliates, subsidiaries, members of its board of directors, key management, executive staff, or persons owning 5% or more of Dentist.

"Centers for Medicare and Medicaid Services" or "CMS" means the federal agency within the Department of Health and Human Services responsible for administration of Medicare.

"Clean Claim" means a claim that has no defect, impropriety, lack of any required substantiating documentation, or particular circumstance requiring special treatment that prevents timely payment; and a claim that otherwise conforms to the clean claim requirements for equivalent claims under original Medicare. "Required substantiating documentation" includes data required under § 7 below.

"Covered Services" means Medically Necessary and Appropriate dental benefits, services, treatment and supplies that the MA Member is entitled to receive under MA Member's MA Plan, as set forth in the Plan Description.

"Cost Sharing" means any applicable MA Member coinsurance, copayment, or deductible as set forth in the Plan Description.

"Dual Eligible" means an MA Member who is eligible for both Medicare and Medicaid benefits.

"Downstream Entity" has the meaning set out in 42 C.F.R. § 422.500(b). Downstream Entities include any of Dentist's subcontractors and their subcontractors down to the level of the ultimate provider of health and administrative goods and services to MA Members under the terms of the Agreement.

"First Tier Entity" has the meaning set out in 42 C.F.R. § 422.500(b). First Tier Entities consist of MA Plan's subcontractors, including Dentist, that provide administrative services or health care services to MA Members under the terms of the Agreement.

"MA Plan" means a Medicare Advantage Organization offering Medicare Advantage Programs through an MA Contract.

"MA Contract" means the contract between CMS and MA Plan.

"Plan Description" means the evidence of coverage and summary of benefits issued to MA Member by MA Plan that describes Covered Services, exclusions, and Cost Sharing.

"State" will mean the state where Dentist is located.

PROVISIONS

1. Licensure and Certification. Dentist warrants that Dentist, and all health care practitioners, including employees, contractors and agents of Dentist, who render Covered Services to MA Members, shall be at all times during the term hereof, properly licensed by the state in which such services are rendered, certified, qualified and in good standing in accord with all applicable local, state and federal laws. Dentist, Dentist's sites and all providers rendering services hereunder shall meet applicable requirements and be properly certified under the Medicare programs, as set forth in Title XVIII of the Social Security Act. Upon request, Dentist shall provide satisfactory documentary evidence of such licensure, certification, and qualifications of Dentist, Dentist's sites and other health care providers rendering services at Dentist's sites.

2. Non-Discrimination. Dentist shall not discriminate in the provision of dental services to MA Members on the basis of any protected status such as race, age, color, national origin, ancestry, religion, sex, marital status or any factor that is related to health status. Factors related to health status include, but are not limited to, the MA Member's medical condition, claims experience, medical history, and evidence of insurability or genetic information. Dentist shall ensure that any employee and subcontractor of Dentist comply with all applicable federal and State laws and regulations and CMS instructions.

3. Compliance with MA Plan Policies and Procedures. Dentist shall comply and shall contractually obligate its Downstream Entities to comply with MA Plan's relevant written policies and procedures, including policies and procedures for the control of fraud, waste and abuse in the MA Programs.

4. Consistency with MA Contract. Dentist shall perform Covered Services and shall ensure that Downstream Entities perform Covered Services in a manner that complies and is consistent with MA Plan's obligations to CMS set forth in the MA Contract.

5. Hold Harmless.

(a) Dentist agrees that in no event, including but not limited to non-payment by MA Plan, insolvency of MA Plan or breach of this Agreement, shall Dentist bill, charge, collect a deposit from, impose surcharges or have any recourse against a MA Member or a person acting on behalf of a MA Member for Covered Services provided pursuant to this Agreement. The Agreement does not prohibit Dentist from collecting MA Member Cost Sharing, as specifically provided in the Plan Description, or fees for non-covered services as long as MA Member has been informed in advance that services are not covered and that MA Member is financially responsible for any non-covered services. This provision will survive termination of the Agreement, regardless of the reason for termination, including the insolvency of MA Plan and shall supersede any oral or written agreement between Dentist and a MA Member.

(b) Dentist agrees that in no event, including but not limited to non-payment by the State, shall Dentist bill, charge, collect a deposit from, impose surcharges or have any recourse against a Dual Eligible MA Member for Cost Sharing that is the responsibility of State Medical Assistance programs. To ensure compliance, Dentist agrees to either (1) accept Plan's MA Programs payment as payment in full, or (2) bill the State Department of Public Welfare (DPW) for the amounts that are the responsibility of the State Medical Assistance programs.

6. Payments from Federal Funds. Payments to Dentist under this Agreement are, in whole or in part, from federal funds, and as such Dentist is subject to all laws applicable to individuals or entities receiving federal funds.

7. Encounter Data. Dentist hereby acknowledges that MA Plan is required to provide CMS and other federal and State regulatory agencies and accrediting organizations with encounter data. Such data may include dental records and other data necessary to characterize each encounter between a MA Member and Dentist. Dentist agrees to cooperate with this obligation of MA Plan and to provide MA Plan with all encounter data in such form and manner as required by MA Plan.

8. Confidentiality. Dentist shall safeguard MA Members' privacy and confidentiality, assure accuracy of a MA Member's health records, and maintain records of MA Members in an accurate and timely manner. Dentist shall abide by all applicable federal and State laws regarding the confidentiality and disclosure of dental records or other health and enrollment information, including the Health Insurance Portability and Accountability Act of 1996, as amended. Dentist shall also ensure timely access by MA Members to records and information that pertain to them.

9. Maintenance and Provision of Certain Information. Dentist acknowledges that MA Plan is required under applicable federal law and regulations to submit to CMS certain information regarding the benefits provided by MA Plan and quality and performance indicators. Dentist acknowledges that MA Plan is also required under such laws and regulations to disclose certain information to MA Members in such form and manner requested by CMS. Dentist shall maintain all records and reports reasonably requested by MA Plan and shall provide such records and reports to MA Plan as reasonably requested, to enable MA Plan to meet its obligation to submit such information to CMS and to disclose certain information to MA Members as required by applicable law and regulations.

10. Contracts with Downstream Entities. If Dentist contracts with a Downstream Entity to fulfill Dentist's obligations hereunder, Dentist shall require the Downstream Entity by written agreement to comply with all provisions of these CMS required terms. MA Plan retains the right to approve, suspend, or terminate any arrangement between Dentist and a selected Downstream Entity with respect to services provided under these CMS required terms.

11. Excluded Persons. Dentist represents and certifies that neither it, nor its Affiliated Parties or Downstream Entities have been suspended or excluded from participation in the Medicare program or any other federal health care program (as defined in 42 U.S.C. § 1320a-7b(f)). Dentist shall check appropriate databases regularly, but no less than annually and upon hiring and subcontracting, to determine whether any Affiliated Party or Downstream Entity has been suspended or excluded from participation in the Medicare program or any other federal health care program. Databases include the U.S. Department of Health and Human Services ("HHS") Office of Inspector General list of excluded individuals and entities (LEIE)

(https://oig.hhs.gov/exclusions/index.asp) and the System for Awareness Management (SAM) lists of parties excluded from federal procurement and nonprocurement programs (https://www.sam.gov/portal/public/SAM/). Dentist shall notify MA Plan immediately in writing if Dentist, an Affiliated Party, or any Downstream Entity is suspended or excluded from the Medicare program, or any other federal program monitored as described in this section. Dentist shall prohibit any Affiliated Party or Downstream Entity that appears on any of the above-listed databases or who has opted out of Medicare from doing any work directly or indirectly related to the delivery or administration of Covered Services to MA Members. MA Plan reserves the right to require Dentist to demonstrate compliance with this provision upon reasonable request.

12. Fraud, Waste and Abuse Prevention.

(a) Policies and Procedures. Dentist shall adopt and follow and Dentist shall require its Downstream Entities to adopt and follow policies and procedures that reflect a commitment to detecting, preventing, and correcting fraud, waste, and abuse in administration of the MA Programs. MA Plan reserves the right to require Dentist to demonstrate compliance with this provision upon reasonable request. Such policies and procedures shall include but are not limited to policies and procedures regarding:

i) Dentist's code of conduct;

ii) Ensuring that Dentist's managers, officers, and directors who are responsible for the administration or delivery of MA Programs benefits are free of conflicts of interest in the delivery and administration of such benefits;

iii) Delivery of annual general and specialized Medicare compliance training for all persons involved in administration or delivery of MA Programs benefits. (General compliance training shall include subjects such as Dentist's compliance responsibilities, code of conduct, applicable compliance policies and procedures, disciplinary and legal penalties for non-compliance, and procedures for addressing compliance questions and issues. Specialized compliance training shall include prevention of fraud, waste and abuse (FWA), FWA laws and regulations, recognizing and reporting FWA, consequences and penalties of FWA, available FWA resources, and areas requiring specialized knowledge of applicable MA Programs procedures and requirements in order for Dentist to perform or provide services under this Agreement.)

iv) Prompt reporting of compliance concerns and suspected or actual misconduct in the administration or delivery of MA Programs benefits to MA Plan, including non-retaliation against any Affiliated Party or Downstream Entity for reporting in good faith compliance concerns and suspected or actual misconduct. Dentist acknowledges that violation of such non-retaliation policy constitutes a material breach of the Amendment and the Agreement.

v) Monitoring and auditing of Dentist's performance of its obligations under these CMS required terms.

(b) Cooperation with Compliance Activities. Dentist shall cooperate with MA Plan's compliance program, including, but not limited to inquiries, preliminary and subsequent investigations, and implementation of corrective actions. Dentist shall cooperate with CMS's compliance activities, including investigations, audits, inquiries by CMS or its designees, and implementation of any corrective action. Upon completion of any audit that Dentist performs pursuant to the Agreement (including these CMS required terms), Dentist shall provide MA Plan a copy of audit results and shall make all audit materials available to MA Plan upon request.

(c) Fraud and Abuse Statutes. Dentist shall comply with federal statutes and regulations designed to prevent fraud, waste, and abuse, including without limitation applicable provisions of federal criminal law, the False Claims Act (31 U.S.C. § 3729 et seq.), the Anti-Kickback statute (42 U.S.C. § 1320a-7b(b)),and the Anti-Influencing statute (42 U.S.C. § 1320a-7a(a)(5)).

13. Inspection, Evaluation, Audit and Document Retention.

(a) Access to Records. Dentist shall permit MA Plan, HHS, and the Comptroller General, or their designees, to inspect, evaluate, and audit any books, contracts, records, including dental records, and documentation of the Dentist and Downstream Entities that pertain to any aspect of Covered Services performed, reconciliation of benefits, and determination of amounts payable under the CMS Contract, or that HHS may deem necessary to enforce the contract (the "Records"). Dentist shall provide the Records to MA Plan for provision to HHS, the Comptroller General, or their designees, unless otherwise mutually agreed by the Parties. Dentist may not make the access described in this paragraph contingent upon a confidentiality statement or agreement. The above-described rights to inspect evaluate, and audit will extend through the period during which Dentist is required to maintain the Records established in paragraph (b) below.

(b) Retention Period. Dentist shall maintain the Records for ten (10) years from the longer of (i) the termination or expiration of the Amendment or (ii) completion of final audit by CMS, unless otherwise required by law.

14. Offshore Operations. Dentist shall not disclose any of MA Plan's enrollees' health or enrollment information, including any dental records or other protected health information (as defined in 45 C.F.R. § 160.103), to, or allow the creation, receipt or use of any of MA Plan's protected health information by any Downstream Entity for any function, activity or purpose to be performed outside of the United States, without MA Plan's prior written approval.

15. Compliance. Dentist shall comply with all applicable Medicare laws, regulations and CMS instructions and shall contractually obligate any Downstream Entity or related entity to comply with all applicable Medicare laws, regulations and CMS instructions. CMS instructions include additional contract terms required by CMS. Dentist shall comply with the provisions of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Rehabilitation Act of 1973, the Americans with Disabilities Act and all other applicable laws and regulations pertaining to recipients of federal funds.

16. MA Plan Monitoring. MA Plan shall monitor the performance of Dentist on an ongoing basis. MA Plan's monitoring activities include assessing Dentist and Downstream Entities' compliance with applicable MA Programs provisions including the CMS required terms.

17. Prompt Payment. MA Plan shall pay Dentist for Covered Services rendered to MA Members within an average of sixty (60) calendar days of MA Plan's receipt of a Clean Claim. MA Plan will pay or deny claims that are not Clean Claims within sixty (60) calendar days of receipt of the request.

18. Cease Payment Upon Exclusion. MA Plan shall immediately cease making all payments to Dentist for Covered Services provided to MA Members by Excluded Persons as described in Section 11 as of the date Dentist, or any Affiliated Party employed by Dentist has been excluded from participation under Medicare as determined by CMS.

19. Termination for Material Breach. Notwithstanding any termination provision in the Agreement, in the event Dentist materially breaches this Amendment and fails to cure the breach within thirty (30) days after MA Plan gives Dentist written notice of the breach, MA Plan may terminate this Amendment and the Agreement upon five (5) days' written notice to Dentist. For purposes of these CMS required terms, a material breach will have occurred upon the following events including, but not limited to (a) a material violation of MA Plan's policies and procedures, or (b) a determination by CMS that Dentist has not satisfactorily performed its obligations under the Agreement.

20. Accountability. MA Plan oversees and is ultimately accountable to CMS for adhering to and complying with all terms and conditions of the MA Contract and that MA Plan may only delegate functions to Dentist or a Downstream Entity pursuant to a written agreement specifying the activities and responsibilities of each Party, including provisions for revocation of delegation activities and reporting requirements.