

**DOMINION DENTAL SERVICES, INC.
AND DOMINION DENTAL SERVICES USA, INC.**

PENNSYLVANIA DENTAL PROVIDER AGREEMENT

This Agreement is made and entered into this _____ day of _____, _____, (year) by and between _____ (hereinafter referred to as DENTIST) who is licensed to practice Dentistry in the Commonwealth of Pennsylvania and Dominion Dental Services, Inc. and Dominion Dental Services USA, Inc., both Virginia Corporations (hereinafter referred to collectively as PLAN). Whenever mentioned herein, the term DENTIST shall include all employees of DENTIST, all partners, dental associates, and all staff personnel under his direct supervision and/or control. The provisions of this Agreement are to be construed according to the laws of the Commonwealth of Pennsylvania. In the event of any inconsistency between this Agreement and the terms of any coverage contract, the terms of such coverage contract shall control.

WITNESSETH

- A. PLAN has organized a Dental Plan Organization under Virginia Code Title 38.2-Chapter 61 to provide various individuals, health plans and groups with a wide range of dental care services to Subscribers and their eligible dependents participating in the PLAN.
- B. Each of the Subscribers has entered into contracts with the PLAN by the terms of which contracts the PLAN has agreed to provide such Subscribers with dental care in exchange for periodic payments (hereinafter referred to as subscription dues) by such Subscribers.

It is specifically understood by the parties hereto that the said contracts contain varying provisions, and also that they may be modified prospectively from time to time. Now, therefor, in consideration of the mutual covenants herein contained and for other good and valuable consideration, it is agreed as follows:

AGREEMENT

- 1. **RENDITION OF CARE:** DENTIST agrees to render all necessary dental service to each of the Subscribers covered by the PLAN, during his 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 his professional services. If DENTIST rejects any Subscriber patient, that patient will have the right to choose another participating DENTIST. In such case, copies of all dental records will be transferred on request of Subscriber to the new participating DENTIST. Periodic capitation payments to the new participating dentist will begin with the next regular disbursement cycle. Any fund transfer associated with unusual circumstances will be subject to review and determination by the Board of Directors of Dominion Dental Services, Inc.
- 2. **ELIGIBILITY:** All determinations as to the eligibility of any person for benefits under this Agreement, or the standing of any person with respect to membership in any Group entitled to benefits under this Agreement, shall be determined by the Group and the PLAN before the DENTIST renders any dental services. The PLAN shall notify DENTIST in writing, or verbally between written reports, whether such person is eligible for benefits, and the nature and extent of benefits to which such individual is entitled under his contract or agreement with the Group, as defined in part (4) below. Evidence of Coverage shall be issued to each Subscriber.
- 3. **SERVICES NOT COVERED - FEES DUE DIRECTLY FROM SUBSCRIBER:** It is specifically understood and agreed that cases will arise where DENTIST will perform dental services for Subscribers which are not covered by the contract then in force; or which, under such contract, are required to be paid by the Subscriber personally, in whole or in part. In such cases, DENTIST agrees to look solely to the Subscriber for payment of such services. Payment for such services shall be billed by DENTIST, at a rate not to exceed the amount(s) set forth in the schedules attached (Description of Benefits and Member Copayments), less any amount paid by the group or such other insurance or other benefits covering said patient. If such services are not listed on the attached schedules, then DENTIST shall charge not in excess of his usual and customary fee therefor.
- 4. **BASIS OF PAYMENT TO DENTIST:** For all services provided by DENTIST to Subscribers, other than those services which are collected directly by DENTIST from such Subscriber as provided in Part (3) above, DENTIST will look exclusively to the PLAN for periodic capitation payments. Such compensation shall be paid to him on the following basis:
 - A. Periodic payments along with Eligibility Rosters are sent to the DENTIST by the PLAN. The payment to the DENTIST is based on the number of Subscribers selecting the DENTIST and the particular plan under which the Subscriber is covered. Various plans and payments are identified on the attached schedules. If the Subscriber discontinues enrollment in the PLAN, payment will cease effective on the date of the Subscribers ineligibility for benefits.
- 5. **HOLD HARMLESS CLAUSE:** DENTIST agrees that in no event, including, but not limited to nonpayment by PLAN, PLAN insolvency or breach of this agreement, shall DENTIST bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against Subscribers or persons other than the PLAN for services provided pursuant to this agreement. This provision shall not prohibit collection of any applicable copayments billed in accordance with the terms of the PLAN'S Group Dental Membership Agreement.

DENTIST further agrees that (1) 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 the PLAN'S Subscribers and that (2) this provision supersedes any oral or written agreement to the contrary now existing or hereafter entered into between DENTIST and the Subscriber or persons acting on the Subscribers behalf.

- 6. **SUBSTITUTES - SPECIALISTS:** When DENTIST is on vacation or is to be absent for any extended period, he shall provide a substitute participating DENTIST. DENTIST is responsible for arranging payment mechanism with substitute participating DENTIST.

In the event a Specialist is required for treatment of Subscriber, DENTIST shall arrange for the services of such Specialist. If the particular procedure is covered by the PLAN, Subscriber will be responsible for payment of the fee listed under "Member Copayment" on the appropriate attached schedule. If the particular procedure is not covered by the PLAN, Subscriber will be responsible directly to the Specialist for the full fee for services charge of that Specialist.

7. **CHANGE IN TERMS AND BENEFITS:** It is specifically understood that the benefits, terms and conditions of the various agreements between the Subscribers, the PLAN, and the DENTIST may be changed from time to time during the term of the Agreement. PLAN agrees to notify DENTIST in writing of the nature and extent of such changes. Unless within thirty (30) days after receipt of such notifications, DENTIST notifies PLAN in writing that dental services to the Subscribers involved in accordance with the new agreements, DENTIST agrees to continue to perform dental services under the modified agreements, and this Agreement shall be deemed amended accordingly.
8. **DURATION OF AGREEMENT:** This agreement shall continue in effect for one year following the initial effective date of the Agreement, and thereafter until terminated by either party, effective ninety (90) days after written notice of intention to terminate is sent by registered or certified mail. Ninety (90) day notification is only applicable for reasons unrelated to fraud, patient abuse, incompetency or loss of licensed status. Such termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination and any continuing obligations after termination as set forth herein. In the event of the termination of this Agreement, DENTIST shall complete all work started prior to the termination including full or partial dentures when an impression has been taken. In the event that it is determined by PLAN that DENTIST is causing harm to patients this agreement may be terminated immediately, regardless of amount and nature of outstanding work.

The resignation of a participating DENTIST shall not as to a Subscriber, whose contract is in force at the date of resignation, become effective until the end of such Subscribers contract year.
9. **STANDARD OF CARE:** DENTIST agrees that he shall perform his obligations under this Agreement in accordance with high standards of competence, care and concern for the welfare and needs of the Subscribers, and in accordance with the "principles of ethics of the American Dental Association" and the dental practice laws of the Commonwealth of Pennsylvania. DENTIST will cooperate with the PLAN Quality Assurance Program, Grievance Procedure, in maintaining medical histories, financial and utilization of services data, and other records pertaining to Subscribers as shall be requested by the PLAN. The DENTIST further agrees to allow the Pennsylvania Department of Health or any external review entity designated by the Pennsylvania Department of Health access to subscriber treatment records for quality assurance or member grievance investigation. It is understood that the records of Subscribers shall be treated as confidential so as to comply with all federal and state laws and regulations regarding the confidentiality of patient records.
10. **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 private practice.
11. **DENTIST PATIENT RELATIONSHIP:** DENTIST shall maintain the Dentist-Patient relationship with Subscribers to the PLAN, 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 PLAN shall have any dominion or control over DENTIST'S practice, the Dentist-Patient relationship, his personnel or facilities.
12. **MALPRACTICE:** DENTIST agrees to carry Malpractice Insurance in an amount not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate; and DENTIST shall provide PLAN and/or Group covered hereunder with a "Certificate of Insurance" providing for 10 days notice of cancellation, as evidence of compliance with this paragraph.
13. **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 he will notify each Subscriber, prior to giving service, that the contract is no longer in effect. In the event such notice is not given to the Subscriber, DENTIST agrees to accept payment for his services at a rate no more than that set forth in the appropriate "Description of Benefits and Copayments" schedule attached hereto.
14. **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 written consent of PLAN.
15. **SERVICES TO AFFILIATES:** DENTIST agrees to provide services to any affiliate of the 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.
16. **INDEMNIFICATION:** The PLAN shall not be liable for any act or omission by DENTIST. In connection with or arising solely out of the negligent performance of dental services by DENTIST, DENTIST agrees to defend, indemnify and hold the PLAN harmless from any claims, demands, liabilities, damages, or judgements against PLAN and its agents.
17. **DENTAL RECORDS:** At PLAN'S reasonable request from time to time, DENTIST shall make available to PLAN or PLAN'S designee copies of dental records of Subscribers for review and/or copying. DENTIST agrees to obtain all proper releases from Subscribers needed under applicable federal and state law to comply with this request. PLAN agrees, and will require designee of PLAN to agree, not to disclose any patient identifying information obtained from the dental records of Subscribers. DENTIST shall retain all dental, financial, accounting, administrative and claim records of Subscribers for at least ten (10) years.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures in duplicate this ____ day of _____, ____ (year), at _____, (City/State).

DENTIST X _____

DOMINION DENTAL SERVICES, INC. and DOMINION DENTAL SERVICES USA, INC.

Address: _____

BY: _____

City/State/Zip _____

251 18th Street South, Suite 900

Phone: (____) _____ - _____

Arlington, Virginia 22202

ATTACHMENTS: Description of Benefits and Member Copayments for all Plans
Provider Manual