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

PREFERRED PROVIDER AGREEMENT

This Agreement is made and entered into this _____day of _____, _____(year), by and between _____ (hereinafter referred to as DENTIST) who is qualified and licensed to practice Dentistry in the State his or her dental practice is domiciled, 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 DENTIST'S direct supervision and/or control.

WITNESSETH

A. PLAN provides individuals, health plans and groups with a wide range of dental care services to Subscribers and their eligible dependents participating in the PLAN. Plan and entities designated by Plan to provide access to discounted fee-for-service programs or Preferred Provider Organization ("PPO") benefits will hereinafter be referred to as Applicable Payor. Applicable Payor will be disclosed to DENTIST pursuant to Section 5, Change in Terms and Benefits.

B. Subscribers have entered into contracts with Applicable Payor by the terms of which contracts Applicable Payor has agreed to provide such Subscribers with certain professional services from DENTIST who will bill Applicable Payor (or Subscriber under discounted fee-for-service programs) according to a negotiated fee schedule.

It is specifically understood by the parties hereto that the said contracts may 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 Applicable Payor according to provisions of the PPO Provider Manual, 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.

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 Applicable Payor before the DENTIST renders any dental services. Applicable Payor shall notify DENTIST upon request whether such person is eligible for benefits, and the nature and extent of benefits to which such individual is entitled under DENTIST'S contract or agreement with the Group. Evidence of Coverage shall be issued to each Subscriber.

3. FEES: DENTIST agrees to charge Applicable Payor no more than the amounts set forth in the attached fee schedule as payment in full for services rendered under the scope of this Agreement. The fee schedule will apply even if the applicable dental coverage is secondary for purposes of coordination of benefits.

4. 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.

5. HOLD HARMLESS CLAUSE: DENTIST agrees that in no event, including, but not limited to nonpayment (i) by PLAN and Applicable Payor, and/or (ii) due to 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 PLAN for services provided pursuant to this Agreement. This provision shall not prohibit collection of any applicable copayments or deductibles billed in accordance with the terms of the Subscriber agreement.

DENTIST further agrees that (1) this hold harmless 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 PLAN's and Applicable Payor'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 Subscriber's behalf.

6. **CHANGE IN TERMS AND BENEFITS:** It is specifically understood that the benefits, terms and conditions of the various agreements between the Subscribers, the PLAN, the Applicable Payor 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 he/she declines to provide 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.

7. **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. PLAN may immediately terminate this Agreement at PLAN's discretion at any time due to fraud, patient abuse, incompetency, loss of licensed status, failure to satisfy and/or comply with any applicable credentialing or re-credentialing standards or requirements, or a determination by PLAN that DENTIST's continued participation in PLAN's provider network could result in harm to Subscriber (an "Immediately-Terminating Event"). Unless PLAN determines and advises otherwise, such termination of this Agreement 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. Upon the termination of this Agreement, except upon an Immediately-Terminating Event, DENTIST shall complete all work started prior to the termination including full or partial dentures when an impression has been taken.

8. **STANDARD OF CARE:** DENTIST agrees that he/she shall perform his/her 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 laws of his/her State. DENTIST will cooperate with the PLAN Credentialing Program, in maintaining medical histories, financial and utilization of services data, and other records pertaining to Subscribers as shall be requested by PLAN or Applicable Payor. DENTIST further agrees to allow the Department of Health or any external review entity designated by the 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.

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. **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 DOMINION and/or Group covered hereunder with a Certificate of Insurance providing for 10 days notice of cancellation, as evidence of compliance with this paragraph.

12. **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.

13. **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.

14. **INDEMNIFICATION:** PLAN and Applicable Payor 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 PLAN and Applicable Payor harmless from any claims, demands, liabilities, damages, or judgments against PLAN, Applicable Payor, and their agents.

15. **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.

16. **DENTAL RECORDS:** Applicable Payor's reasonable request from time to time, DENTIST shall make available to Applicable Payor or Applicable Payor'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. Applicable Payor agrees, and will require designee of Applicable Payor 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.

17. **THE FOLLOWING PROVISIONS REQUIRED BY THE VIRGINIA ETHICS AND FAIRNESS IN CARRIER BUSINESS PRACTICES ACT SHALL APPLY TO PRACTICES LOCATED IN THE COMMONWEALTH OF VIRGINA. THESE PROVISIONS ARE NOT APPLICABLE TO DISCOUNT FEE-FOR-SERVICE DENTAL PROGRAMS:**

A. Applicable Payor shall pay any claim within forty (40) days of receipt of the claim, except where the obligation of Applicable Payor to pay a claim is not reasonably clear due to the existence of a reasonable basis supported by specific information available for review by the person submitting the claim that:

i. The claim is determined by Applicable Payor not to be a clean claim due to a good faith determination or dispute regarding (i) the manner in which the claim form was completed or submitted, (ii) the eligibility of a person for coverage, (iii) the responsibility of another carrier for all or part of the claim, (iv) the amount of the claim or the amount currently due under the claim. (v) the benefits covered, or (vi) the manner in which services were accessed or provided; or

ii. The claim was submitted fraudulently.

Applicable Payor shall maintain a written or electronic record of the date of receipt of a claim. The person submitting the claim shall be entitled to inspect such record on request and to rely on that record or on any other admissible evidence as proof of the fact of receipt of the claim, including without limitation electronic or facsimile confirmation of receipt of a claim.

B. Applicable Payor shall, within thirty (30) days after receipt of a claim, request electronically or in writing from the person submitting the claim the information and documentation that Applicable Payor reasonably believes will be required to process and pay the claim or to determine if the claim is a clean claim. Upon receipt of the additional information requested under this subsection necessary to make the original claim a clean claim, Applicable Payor shall make the payment of the claim in compliance with this section. Applicable Payor may not refuse to pay a claim for health care services rendered pursuant to this Agreement which are covered benefits if Applicable Payor fails timely to notify or attempt to notify the person submitting the claim of the matters identified above unless such failure was caused in material part by the person submitting the claim; however, nothing herein shall preclude Applicable Payor from imposing a retroactive denial of payment of such a claim if permitted by this Agreement unless such retroactive denial of payment of the claim would violate subsection F hereof. Nothing in this subsection shall require Applicable Payor to pay a claim which is not a clean claim.

C. Any interest owing or accruing on a claim under §38.2-3407.1 or §38.2-4306.1 of the Code of Virginia, under this Agreement or under any other applicable law, shall, if not sooner paid or required to be paid, be paid, without necessity of demand, at the time the claim is paid or within sixty (60) days thereafter.

D. i. Applicable Payor or PLAN shall establish and implement reasonable policies (as required) through a PPO Provider Manual to permit DENTIST with which there is an Agreement (i) to confirm in advance during normal business hours by free telephone (1-888-681-5100) or electronic means if available whether the health care services to be provided are medically necessary and a covered benefit and (ii) to determine Applicable Payor's requirements applicable to DENTIST (or to the type of health care services which DENTIST has contracted to deliver under this Agreement) for (a) pre-certification or authorization of coverage decisions, (b) retroactive reconsideration of a certification or authorization of coverage decision or retroactive denial of a previously paid claim, (c) Dentist-specific payment and reimbursement methodology, coding levels and methodology, downcoding, and bundling of claims, and (d) other Dentist-specific, applicable claims processing and payment matters necessary to meet the terms and conditions of this Agreement, including determining whether a claim is a clean claim. If Applicable Payor routinely, as a matter of policy, bundles or downcodes claims submitted by DENTIST, Applicable Payor shall clearly disclose that practice in this Agreement. Further, Applicable Payor shall either (i) disclose in this Agreement or on its website the specific bundling and downcoding policies that Applicable Payor reasonably expects to be applied to DENTIST or DENTIST's services on a routine basis as a matter of policy or (ii) disclose in this Agreement a telephone (1-888-681-5100) or facsimile number or email address that DENTIST can use to request the specific bundling and downcoding policies that Applicable Payor reasonably expects to be applied to DENTIST or DENTIST's services on a routine basis as a matter of policy. If such request is made by or on behalf of

DENTIST, Applicable Payor shall provide the requesting DENTIST with such policies within 10 business days following the date the request is received.

ii. The Applicable Payor or PLAN shall make available to DENTIST within ten (10) business days of receipt of a request, copies of or reasonable electronic access to all such policies that are applicable to DENTIST or to particular health care services identified by DENTIST. In the event the provision of the entire policy would violate any applicable copyright law, Applicable Payor or PLAN may instead comply with this subsection by timely delivering to DENTIST a clear explanation of the policy as it applies to DENTIST and to any health care services identified by DENTIST.

E. Applicable Payor shall pay a claim if Applicable Payor has previously authorized the health care service or has advised DENTIST or enrollee in advance of the provision of health care services that the health care services are medically necessary and a covered benefit, unless:

i. The documentation for the claim provided by the person submitting the claim clearly fails to support the claim as originally authorized; or

ii. Applicable Payor's refusal is because (i) another payor is responsible for the payment, (ii) DENTIST has already been paid for the health care services identified on the claim, (iii) the claim was submitted fraudulently or the authorization was based in whole or material part on erroneous information provided to Applicable Payor by DENTIST, enrollee, or other person not related to Applicable Payor, or (iv) the person receiving the health care services was not eligible to receive them on the date of service and Applicable Payor did not know, and with the exercise of reasonable care could not have known, of the person's eligibility status.

F. Applicable Payor may not impose any retroactive denial of a previously paid claim unless Applicable Payor has provided the reason for the retroactive denial and (i) the original claim was submitted fraudulently, (ii) the original claim payment was incorrect because DENTIST was already paid for the health care services identified on the claim or the health care services identified on the claim were not delivered by DENTIST, or (iii) the time which has elapsed since the date of the payment of the original challenged claim does not exceed the lesser of (a) twelve (12) months or (b) the number of days within which Applicable Payor requires under this Agreement that a claim be submitted by DENTIST following the date on which a health care service is provided. Effective July 1, 2000, Applicable Payor shall notify DENTIST at least thirty (30) days in advance of any retroactive denial of a claim.

G. Notwithstanding subsection 16 F, Applicable Payor may not impose any retroactive denial of payment or in any other way seek recovery or refund of a previously paid claim unless Applicable Payor specifies in writing the specific claim or claims for which the retroactive denial is to be imposed or the recovery or refund is sought. The written communication shall also contain an explanation of why the claim is being retroactively adjusted.

H. No Provider Agreement may fail to include or attach at the time it is presented to DENTIST for execution (i) the fee schedule, reimbursement policy, or statement as to the manner in which claims will be calculated and paid which is applicable to DENTIST or to the range of health care services reasonably expected to be delivered by that type of DENTIST on a routine basis and (ii) all material addenda, schedules and exhibits thereto and any policies (including those referred to in subsection D hereof) applicable to DENTIST or to the health care services reasonably expected to be delivered by that type of DENTIST under this Agreement.

I. No amendment to any Provider Agreement or to any addenda, schedule exhibit or policy thereto (or new addenda, schedule, exhibit, or policy) applicable to DENTIST (or to the range of health care services reasonably expected to be delivered by that type of provider) shall be effective as to DENTIST, unless DENTIST has been provided with the applicable portion of the proposed amendment (or of the proposed new addenda, schedule, exhibit, or policy) at least 60 calendar days before the effective date and has failed to notify PLAN within thirty (30) business days of receipt of the documentation of DENTIST'S intention to terminate the Agreement at the earliest date thereafter permitted under the Agreement.

J. In the event that Applicable Payor's provision of a policy required to be provided under subsection H or I would violate any applicable copyright law, Applicable Payor may instead comply with this subsection by providing a clear, written explanation of the policy as it applies to DENTIST.

K. Applicable Payor shall establish, in writing, a claim payment dispute mechanism and shall make this information available to DENTIST.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures 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
1-888-681-5100

ATTACHMENTS:

The following attachments are incorporated into, and made part of, this Agreement. Each such attachment is made available to DENTIST on PLAN's online provider portal at DominionProvider.com unless otherwise made available to DENTIST in hard copy as set forth herein.

PPO Fee Schedule(s) (hard copy)
Discount Fee-for-Service Program(s) Fee Schedule(s), if applicable (hard copy)
PPO Provider Manual