

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

DELAWARE ORTHODONTIC PROVIDER AGREEMENT

This Agreement is made and entered into this _____ day of _____, _____(year), by and between _____(hereinafter referred to as ORTHODONTIST) who is licensed to practice Dentistry in the State of Delaware 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 ORTHODONTIST shall include all employees of ORTHODONTIST, all partners, dental associates, and all staff personnel under his direct supervision and/or 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.

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:** ORTHODONTIST agrees to render all necessary Orthodontic dental services to each of the Subscribers covered by the PLAN, during his regular office hours, subject to prior appointments; provided, however that ORTHODONTIST shall have the right within the framework of professional ethics to reject any patient seeking his professional services. If ORTHODONTIST rejects any Subscriber patient, that patient will have the right to choose another participating ORTHODONTIST. In such case, copies of all dental records will be transferred on request of Subscriber to the new participating ORTHODONTIST.
- 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 ORTHODONTIST renders any dental services.
- 3. **SERVICES NOT COVERED - FEES DUE DIRECTLY FROM SUBSCRIBER:** It is specifically understood and agreed that cases will arise where ORTHODONTIST 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, ORTHODONTIST agrees to look solely to the Subscriber for payment of such services.
- 4. **HOLD HARMLESS CLAUSE:** ORTHODONTIST agrees that in no event, including, but not limited to nonpayment by PLAN, PLAN insolvency or breach of this agreement, shall ORTHODONTIST 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.

ORTHODONTIST 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 ORTHODONTIST and the Subscriber or persons acting on the Subscribers behalf.

Any modifications, additions or deletions to the provisions of this hold harmless clause shall become effective on a date nor later than 30 days after the Delaware Department of Insurance has received written notice of such proposed changes.

- 5. **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 ORTHODONTIST may be changed from time to time during the term of the Agreement. PLAN agrees to notify ORTHODONTIST in writing of the nature and extent of such changes. Unless within thirty (30) days after receipt of such notifications, ORTHODONTIST notifies PLAN in writing that he declines to provide dental services to the Subscribers involved in accordance with the new agreements, ORTHODONTIST agrees to continue to perform dental services under the modified agreements, and this Agreement shall be deemed amended accordingly.
- 6. **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, ORTHODONTIST shall complete all work started prior to the termination. In the event that it is determined by PLAN that ORTHODONTIST is causing harm to patients this Agreement may be terminated immediately, regardless of amount and nature of outstanding work.

The resignation of a participating ORTHODONTIST 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.

7. **STANDARD OF CARE:** ORTHODONTIST 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. ORTHODONTIST will cooperate with the PLAN Quality Assurance Program, Complaint 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 ORTHODONTIST 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.
8. **NON-EXCLUSIVE:** This agreement is not exclusive in any respect, and PLAN is entitled to enter into similar contracts with other ORTHODONTIST. ORTHODONTIST is entitled to enter into similar contracts with other parties, or with other groups not represented by PLAN, and to maintain his private practice.
9. **ORTHODONTIST PATIENT RELATIONSHIP:** ORTHODONTIST shall maintain the Orthodontist-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 ORTHODONTIST is an independent contractor and that neither Subscriber nor PLAN shall have any dominion or control over ORTHODONTIST practice, the Orthodontist-Patient relationship, his personnel or facilities.
10. **MALPRACTICE:** ORTHODONTIST agrees to carry Malpractice Insurance in an amount not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate; and ORTHODONTIST 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.
11. **ASSIGNABILITY OF AGREEMENT:** This Agreement, being intended to secure the personal services of ORTHODONTIST and ORTHODONTIST associated with ORTHODONTIST shall not be assigned or transferred, without the written consent of PLAN.
12. **INDEMNIFICATION:** The PLAN shall not be liable for any act or omission by ORTHODONTIST. In connection with or arising solely out of the negligent performance of dental services by ORTHODONTIST, ORTHODONTIST agrees to defend, indemnify and hold the PLAN harmless from any claims, demands, liabilities, damages, or judgements against PLAN and its agents.
13. **SERVICES TO AFFILIATES:** ORTHODONTIST 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 ORTHODONTIST that services shall be provided to an affiliate, ORTHODONTIST 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 ORTHODONTIST by the affiliate.
14. **DENTAL RECORDS:** At PLAN’S reasonable request from time to time, ORTHODONTIST shall make available to PLAN or PLAN’S designee copies of dental records of Subscribers for review and/or copying. ORTHODONTIST 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. ORTHODONTIST 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).

ORTHODONTIST 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: Orthodontic Fee Schedule