

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

PENNSYLVANIA DENTAL SPECIALIST AGREEMENT

This Agreement is made and entered into this _____ day of _____, _____, (year) by and between _____ (hereinafter referred to as SPECIALIST) 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 SPECIALIST shall include all employees of SPECIALIST, 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.

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

SPECIALIST 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.

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

The resignation of a participating SPECIALIST 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.

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

SPECIALIST 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
 Fee Schedule
 Specialty Care Guidelines