

DOMINION NATIONAL INSURANCE COMPANY

NEW JERSEY DENTAL PROVIDER AGREEMENT

This Dental Provider Agreement (the "Agreement") is made and entered into this _____ day of _____, _____(year) (the "Effective Date") by and between _____ ("DENTIST") who is licensed to practice Dentistry in the State of New Jersey and Dominion National Insurance Company, on behalf of itself and its applicable affiliates ("PLAN"). Whenever mentioned herein, the term DENTIST shall include all employees of DENTIST, all partners, dental associates, and all staff personnel and agents under DENTIST'S direct supervision and/or control. The provisions of this Agreement are to be construed according to the laws of the State of New Jersey. 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 provides 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 Subscriber contracts contain varying provisions, and also that they may be modified prospectively from time to time. Now, therefore, 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: PLAN agrees to pay to DENTIST periodic capitation payments in accordance with the terms this Agreement, and DENTIST agrees to render all necessary dental services to each of the Subscribers covered by the PLAN, during regular office hours, subject to prior appointments. Capitation payments, for a 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 PLAN. DENTIST may, to the extent permissible under the terms of Subscriber's coverage, collect from Subscriber those member cost-share amounts, including, to the extent applicable, member copayments and coinsurance. The capitation amount paid to DENTIST shall not constitute, nor shall it be construed to be, a financial incentive for DENTIST to withhold covered services that are medically necessary. DENTIST may not discriminate in the treatment of Subscribers. 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.

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, upon DENTIST first clearly informing a Subscriber as required by applicable law that PLAN may not cover or continue to cover a specific dental service or services, 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.

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 Section 3 above, DENTIST will look exclusively to the PLAN for periodic capitation payments. Such compensation shall be paid to him on the following basis:

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, including the terms of this Agreement between PLAN and DENTIST, may be changed or amended from time to time by PLAN during the term of the Agreement. PLAN agrees to notify DENTIST in writing of the nature and extent of such changes or amendments. Unless within thirty (30) days after receipt of such notifications, DENTIST notifies PLAN in writing that DENTIST declines to accept any of the changes or amendments to the agreements, including this Agreement, then DENTIST agrees to continue to perform dental services under the modified agreements, and those agreements, including this Agreement, shall be deemed amended accordingly.

Notwithstanding the foregoing, to the extent that any of the changes or amendments to this Agreement constitute, in PLAN'S determination, an adverse change pursuant to N.J.A.C. 11:24C-4.3(c)(3), then unless within ninety (90) days after receipt of such notifications DENTIST notifies PLAN in writing that DENTIST declines to accept any such changes or amendments to this Agreement, then this Agreement shall be deemed amended accordingly.

8. DURATION OF AGREEMENT: Except as otherwise set forth herein, this Agreement shall continue in effect for an initial term of one year following the initial effective date of the Agreement (the "anniversary date"), and thereafter automatically renew itself for successive one-year terms (the "renewal terms") unless and until terminated for any reason, with or without cause, by either party effective upon at least ninety (90) days written notice by registered or certified mail. DENTIST has the right to request, from PLAN, a reason for the termination in writing from the PLAN if the reason is not otherwise stated in the notice of termination, which request by DENTIST shall be made pursuant to the notice requirements of this Agreement.

If this Agreement is terminated (a) prior to the conclusion of the anniversary date, or (b) on any date other than the anniversary date or any renewal term commencement date, then PLAN shall provide at least ninety (90) days prior written notice and the provider has a right to request a hearing (described herein) following such notice except that PLAN shall not be required to provide at least ninety (90) days' prior written notice, nor shall PLAN provide DENTIST with the opportunity for a hearing for termination, based on (i) nonrenewal of this Agreement, (ii) a determination of fraud, breach of this Agreement by DENTIST (as provided herein), or (iii) the opinion of PLAN'S medical director (or dental director) that DENTIST represents an imminent danger to a covered person or the public health, safety and welfare pursuant to N.J.A.C. 11:24A-4.8(b). PLAN may terminate this Agreement immediately upon a determination of fraud or the opinion of PLAN'S medical director (or dental director) that DENTIST, for any reason, represents an imminent danger to a covered person or the public health, safety and welfare pursuant to N.J.A.C. 11:24A-4.8(b). In the event of a breach of this Agreement, either party shall have the right to terminate this Agreement at any time upon at least thirty (30) days' prior written notice to the other party that is in breach of any material provision of this Agreement; provided, further, such notice shall set forth the facts underlying the alleged breach and, 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.

The termination of this Agreement shall, to the extent consistent with the terms of this Section 8 of the Agreement, 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; provided, further, in the event of the termination of this agreement, DENTIST shall complete all work started prior to the termination. Agreement DENTIST agrees to cooperate with PLAN, pursuant to N.J.A.C. 11:24A-4.8(d), by agreeing to continue to provide covered services at the in-network benefit level for up to four (4) months following termination of this Agreement in cases where it is medically necessary for covered persons to continue treatment with the terminated provider. When termination of this Agreement is by DENTIST, then, pursuant to N.J.A.C. 11:24A-4.8(d)(7), DENTIST shall continue to provide services at the contracted amount to covered persons who are patients of DENTIST immediately

prior to the date of termination for a period of thirty (30) days following the date of termination, but for the remainder of the aforementioned four (4) month period only in cases where it is medically necessary for the covered person to continue treatment with the terminated DENTIST. Notwithstanding the foregoing, in the case of post-operative care, coverage of services by the terminated DENTIST shall continue for a period of up to six (6) months pursuant to N.J.A.C. 11:24A-4.8(d)(2).

Notwithstanding the foregoing, PLAN is not required to continue coverage in those instances in which DENTIST has been terminated based upon the opinion of PLAN's medical director (or dental director) that DENTIST is an imminent danger to one or more covered persons or the public health, safety and welfare, a determination of fraud, a breach of this Agreement by DENTIST, or DENTIST is the subject of disciplinary action by the State Board of Medical Examiners (or any such equivalent board for dental providers) pursuant to N.J.A.C. 11:24A-4.8(d)(5).

Without limiting the scope of the foregoing, DENTIST understands and agrees that the resignation of 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.

To the extent that DENTIST is entitled to, and timely requests, a hearing pursuant to applicable law related to the termination of this Agreement, PLAN shall hold a hearing within thirty (30) days following receipt of a written request for a hearing by the terminated DENTIST before a panel appointed by carrier pursuant to N.J.A.C. 11:24A-4.9(b). The panel shall consist of no less than three (3) people; at least one person on the panel shall be a clinical peer in the same or substantially similar discipline and specialty as DENTIST requesting the hearing; PLAN shall not preclude the provider from being present at the hearing, nor shall PLAN preclude DENTIST from being represented by counsel at the hearing. The panel shall render a decision on the matter in writing within thirty (30) days of the close of the hearing unless the panel provides notice of a need for an extension for rendering its decision and provides notice to both PLAN and DENTIST prior to the date the panel's decision would otherwise be due. The panel's decision shall set forth the relevant contract provisions and the facts upon which PLAN and DENTIST have relied at the hearing. The panel shall recommend that DENTIST be terminated, reinstated or provisionally reinstated; the panel shall specify its reasons for its recommendations, including the reasons for any conditions for provisional reinstatement; and the panel shall specify the conditions for provisional reinstatement, the duration of the conditions, and the consequences of a failure to meet the conditions. In the event of reinstatement or provisional reinstatement, the panel shall specify the impact of the reinstatement upon the terms of duration of the contract at issue. In the event that the panel recommends that DENTIST be terminated, PLAN shall then provide notice of the termination to covered persons in accordance with N.J.A.C. 11:24A-4.8(c). DENTIST'S participation in the hearing process shall not be deemed to be an abrogation of the DENTIST'S legal rights.

DENTIST shall not be terminated or penalized for (a) filing a complaint or appeal as permitted by New Jersey law, and/or (b) acting as an advocate for the patient in seeking appropriate, medically necessary health services.

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 State of New Jersey. DENTIST has the right to communicate openly with a patient about all diagnostic testing and treatment options. DENTIST will cooperate with the PLAN Quality Assurance Program, Utilization Review Program and Grievance Procedure, and maintain medical histories, financial and utilization of services data, and other records pertaining to Subscribers as shall be requested by the PLAN and as required by applicable law. The DENTIST further agrees to allow the New Jersey Department of Health or any external review entity designated by the New Jersey Department of Health access to subscriber treatment records for quality assurance or member grievance investigation. It is understood that patient information, including 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; provided, further, PLAN and DENTIST shall engage in timely and appropriate communication of patient information so that both the PLAN and DENTIST may perform their respective duties efficiently and effectively for the benefit of the covered person.

PLAN shall establish, and provide to DENTIST, an internal provider complaint and grievance procedure pursuant to N.J.A.C. 11:24A-4.6(b). Further, PLAN shall establish, and provide to DENTIST, an appeal process whereby a covered person or DENTIST acting on behalf of the covered person, with the covered person's consent, may appeal an adverse benefit determination pursuant to N.J.A.C. 11:24A-3.5.

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 HEALTH PLAN CLIENTS AND AFFILIATES: DENTIST agrees to provide services to any health plan client and 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 a health plan client and/or an affiliate, DENTIST will be deemed to have a contract directly and exclusively with such health plan client and/or affiliate for the benefits offered and/or administered by the health plan client and/or affiliate. The health plan client and/or 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 health plan client and/or affiliate.

16. INDEMNIFICATION: The PLAN shall not be liable for any act or omission by DENTIST. In connection with or arising solely out of any act or omission by DENTIST, including 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 judgments 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 or any greater period of time required by applicable law.

18. EMERGENCY CARE: Cost sharing applied to a covered person for emergency care shall be the same regardless of whether the services were rendered in-network or out-of-network.

19. NOTICE: Unless otherwise set forth in this Agreement, any notice required to be given pursuant to this Agreement shall be in writing and shall be hand delivered (with a signed receipt), or sent by prepaid, certified mail, return receipt requested, or overnight mail delivery, or U.S. Postal Service Express Mail to the address 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).

IN WITNESS WHEREOF, the parties, through their authorized representatives and intending to be bound by the terms set forth in this Agreement herein, have executed this Agreement as of the Effective Date.

DENTIST X _____

DOMINION NATIONAL INSURANCE COMPANY

Date: _____

BY: _____

Address: _____

Date: _____

City/State/Zip: _____

251 18th St. South, Suite 900

Arlington, Virginia 22202

Phone: (____) _____ - _____

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