

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

VIRGINIA DENTAL 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 Commonwealth of Virginia, 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 Virginia. 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 PLAN for the provision of dental care in exchange for periodic payments (hereinafter referred to as subscription dues), or to arrange for certain professional services from DENTIST who will bill the Subscribers according to a negotiated fee schedule.

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, 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:** DENTIST agrees to render all necessary dental service to each of the Subscribers covered by PLAN according to provisions of the Plan Provider Manual, 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 subscription dues payment 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 PLAN before DENTIST renders any dental services. 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, and other than those services that are provided under the reduced fee dental care products, DENTIST will look exclusively to 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 DENTIST by PLAN. The payment to DENTIST is based on the number of Subscribers selecting 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 PLAN, payment will cease effective on the date of the Subscriber's ineligibility for benefits.
- 5. **HOLD HARMLESS CLAUSE:** DENTIST agrees that in no event, including, but not limited to nonpayment (i) by PLAN, a health carrier and intermediary organization, 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 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 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 and Specialty Care Guidelines will apply. If the particular procedure is covered by 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 PLAN, Subscriber will be responsible directly to the Specialist for the full fee for service 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, PLAN, and 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 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.

- 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. 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 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. In the event that it is determined by PLAN that DENTIST is causing harm to patients, this Agreement may be terminated immediately, regardless of the 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 Subscriber's 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 laws of the Commonwealth of Virginia. DENTIST will cooperate with 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 PLAN. 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 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 ten (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. INDEMNIFICATION:** 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 PLAN harmless from any claims, demands, liabilities, damages, or judgements against PLAN and its agents.
- 16. 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 service 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 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.
- 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.
- 18. PROVISIONS REQUIRED BY THE VIRGINIA ETHICS AND FAIRNESS IN CARRIER BUSINESS PRACTICES ACT:** *Certain provisions under this subsection of the Agreement may not apply to services provided under the PLAN. These provisions are required to be included in this Agreement by Virginia law.*
- A. PLAN shall pay any claim within forty (40) days of receipt of the claim, except where the obligation of PLAN 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 PLAN 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.
- PLAN 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. PLAN 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 PLAN 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, PLAN shall make the payment of the claim in compliance with this section. PLAN may not refuse to pay a claim for health care services rendered pursuant to this Agreement which are covered benefits if PLAN 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 PLAN 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 PLAN 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. PLAN shall establish and implement reasonable policies to permit any 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 PLAN'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. Plan Specialty Care Guidelines will apply. If PLAN routinely, as a matter of policy, bundles or downcodes claims submitted by DENTIST, PLAN shall clearly disclose that practice in this Agreement. Further, PLAN shall either (i) disclose in this Agreement or on its website the specific bundling and downcoding policies that PLAN reasonably expects to be applied to the 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 PLAN 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, PLAN shall provide DENTIST with such policies within 10 business days following the date the request is received.
- ii. 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, which are applicable to the particular 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, 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. PLAN shall pay a claim if PLAN 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. PLAN'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 PLAN by DENTIST, enrollee, or other person not related to PLAN, or (iv) the person receiving the health care services was not eligible to receive them on the date of service and PLAN did not know, and with the exercise of reasonable care could not have known, of the person's eligibility status.
- F. PLAN may not impose any retroactive denial of a previously paid claim unless PLAN 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 PLAN 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, PLAN shall notify DENTIST at least thirty (30) days in advance of any retroactive denial of a claim.
- G. Notwithstanding subsection F, PLAN may not impose any retroactive denial of payment or in any other way seek recovery or refund of a previously paid claim unless PLAN 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 PLAN's provision of a policy required to be provided under subsection H or I would violate any applicable copyright law, PLAN may instead comply with this subsection by providing a clear, written explanation of the policy as it applies to DENTIST.
- K. PLAN 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 in duplicate this ____ day of _____, ____ (year), at _____ (City/State).

DENTIST X _____

Address: _____

City/State/Zip _____

Phone: (____) _____ - _____

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

BY: _____

251 18th Street South, Suite 900

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 form as set forth herein.

Description of Benefits and Member Copayments for all Plans
Provider Manual