

DeltaCare Primary Dental Services Participating Dentist Agreement

This Agreement (“Agreement”) is between Dentist and Delta Dental of Virginia. It is effective on the date that Delta Dental of Virginia accepts it (as evidenced by Delta Dental of Virginia’s entry to that effect on the last page of the Agreement) and will remain in effect until either party terminates it in the manner provided for in the “Termination” section of the “Terms and Conditions” attachment. This Agreement applies specifically to Delta Dental of Virginia’s DeltaCare® program. With respect to DeltaCare Enrollees, the terms and conditions in this Agreement control and supersede any contradictory provision(s) in the “Terms and Conditions” attachment.

Delta Dental of Virginia’s Payments and Other DeltaCare Program Requirements

These payment rules and other requirements apply to Delta Dental of Virginia’s DeltaCare program:

- 1. Payments.** In the DeltaCare program, we base our payments on DeltaCare Allowances. You agree to accept DeltaCare Allowances as payment in full for Covered Services that you provide to DeltaCare Enrollees. This includes (without limitation) Covered Benefits provided after the DeltaCare Enrollee reaches his or her Benefit Maximum and Covered Benefits subject to Patient Payment Amounts. Delta Dental of Virginia reduces its payments by Patient Payment Amounts, as that term is defined in the “Terms and Conditions” attachment. In some cases, you may be paid on the basis of a capitation fee. If you are paid on the basis of a capitation fee, we will send you a written notice of the capitation amount for the DeltaCare Enrollees who designate you, or whom we assign to you, for Primary Dental Services. Our capitation fee is payment in full for all Primary Dental Services that you provide to each of these DeltaCare Enrollees during the period to which it applies.
- 2. Dual Coverage.** In the event that the DeltaCare Enrollee is also covered under any policy of group insurance, individual insurance, or other program which provides benefits for Dental Services that are the same as Primary Dental Services, you must first credit the payment that you receive for these services under the terms of the other policy or program to reduce any Patient Payment Amount(s) for which our DeltaCare Enrollee is responsible under his or her DeltaCare contract. You agree to cooperate with Delta Dental of Virginia in the coordination of all Covered Benefits, if the benefits of the DeltaCare contract may lawfully be coordinated, so that we pay no more than the total cost that we are obligated to pay under the DeltaCare contract or by law.
- 3. Referrals.** In the DeltaCare program, we must authorize all referrals for Specialist Dental Services in writing, in advance. We are not responsible for any charges that a DeltaCare Enrollee incurs if he or she receives Dental Services from a specialist dentist without Delta Dental of Virginia’s prior written authorization. You must not, under any circumstances, bill the DeltaCare Enrollee for any such services if (a) you referred the DeltaCare Enrollee to a specialist dentist without Delta Dental of Virginia’s prior written authorization and (b) the Specialist Dental Services would have been Covered Benefits if our prior authorization had been obtained.

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4. **Insolvency or Breach.** You agree that in no event, including but not limited to our non-payment, insolvency or breach of this Agreement, will you bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against DeltaCare® Enrollees or persons other than Delta Dental of Virginia for Dental Services provided pursuant to their individual or group Delta Dental contracts. This provision does not prohibit the collection of any Patient Payment Amount(s) collected or billed in accordance with the terms and conditions of this Agreement. You further agree that (a) this provision will survive the termination of this Agreement regardless of the cause giving rise to termination and shall be construed to be for the benefit of the DeltaCare Enrollee; and (b) this provision supersedes any oral or written agreement to the contrary now existing or hereafter entered into between you and the DeltaCare Enrollee or persons acting on the DeltaCare Enrollee's behalf.

In this Agreement, the following terms have these meanings:

1. **DeltaCare Enrollee** means an individual who is properly enrolled in, or otherwise eligible to receive Covered Benefits under, Delta Dental of Virginia's DeltaCare contract with the group or individual on the date on which services are provided. For the purposes of this DeltaCare Primary Dental Services Agreement, when the term Enrollee is used in the "Terms and Conditions" attachment, it means a DeltaCare Enrollee.
2. **DeltaCare Allowance** is the lowest of (a) the fee that Dentist bills Delta Dental of Virginia or (b) the payment allowance that Delta Dental of Virginia has established for the Dental Service that the DeltaCare Enrollee receives. In some cases explained in this Agreement, the DeltaCare Allowance is a capitation fee. For the purposes of this DeltaCare Primary Dental Services Agreement, when the term "Plan Allowance" is used in the "Terms and Conditions" attachment, it means the DeltaCare Allowance.
3. **Primary Dental Services** mean those Covered Benefits that are (a) provided under the DeltaCare Enrollee's group or individual contract with us; (b) necessary for the ordinary and routine care and treatment of the DeltaCare Enrollee's teeth and supporting structures; and (c) Dentally Necessary (as that term is defined in the "Terms and Conditions" attachment to this Agreement). Primary Dental Services do not include Specialist Dental Services.
4. **Specialist Dental Services** mean Covered Benefits that are (a) provided under our DeltaCare Enrollee's group or individual contract; (b) within specific, limited areas of dental specialization with respect to which we recognize Dentist as a specialist; and (c) Dentally Necessary (as that term is defined in the "Terms and Conditions" attachment to this Agreement). Specialist Dental Services include oral surgery, endodontics, periodontics, pediatric dentistry and orthodontics.

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Multiple Dentists and/or Dental Office Locations

If this Agreement applies to more than one dentist or dental office location, please copy and attach a separate signature sheet identifying the additional dentists, their license numbers, and/or the office locations where Dental Services will be provided.

Instructions for the DeltaCare Primary Dental Services Dentist

To participate in Delta Dental of Virginia's DeltaCare® Primary Dental Services network, Dentist must:

1. Sign and return to Delta Dental of Virginia the signature page found on page four of this Agreement;
2. Provide the information that we request for credentialing purposes; and
3. Be accepted by Delta Dental of Virginia (a copy of the signature page, with Delta Dental of Virginia's representative's initials on it, will be returned to Dentist and should be kept in file with the remainder of this Agreement).



DeltaCare Primary Dental Services Participating Dentist Agreement

Signature Page

Dentist, acting directly or by Dentist’s authorized representative, has executed this DeltaCare® Primary Dental Services Agreement. Likewise, Delta Dental of Virginia, acting by its authorized representative, has accepted Dentist’s application for participation in its DeltaCare Primary Dental Services network and executed this Agreement.

To be completed by Dentist:

Dentist Name (Print)

Dentist License Number

Signed

Date

Office Street Address

City, State, Zip

Phone

Federal Tax I.D.

Type II National Provider Identifier (NPI) —
Business

To be completed by Delta Dental of Virginia

Representative:

To be completed by Delta Dental of Virginia upon receipt of signature page:

Date accepted by Delta Dental of Virginia

Delta Dental of Virginia Representative’s Initials
