DELTA DENTAL®

Delta Dental PPO™ participating dentist agreement

AMENDED AND RESTATED JANUARY 1, 2027

This Agreement ("Agreement") is between Dentist and Delta Dental of Virginia ("Delta Dental"). It is effective on the date that Delta Dental accepts it (as evidenced by Delta Dental'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 "General Terms and Conditions" attachment. This Agreement applies specifically to general dentists, pediatric dentists, and prosthodontists and supersedes all prior agreements between Delta Dental and Dentist.

DELTA DENTAL'S PAYMENTS AND PPO PROGRAM REQUIREMENTS

In our Delta Dental PPO™ program, we base our payments on Delta Dental PPO Allowances. You agree to accept Delta Dental PPO Allowances as payment in full for Covered Benefits that you provide to Delta Dental PPO Enrollees. Delta Dental reduces its payments by Patient Payment Amounts, as that term is defined in the "General Terms and Conditions" attachment. Capitalized terms not otherwise defined herein will have meanings set forth in the General Terms and Conditions. In this Agreement, the following terms have these meanings:

1. **Delta Dental PPO Allowance** means the lowest of (a) the fee that Dentist bills Delta Dental, or (b) the fee that Delta Dental of Virginia has established in the Delta Dental PPO Fee Schedule for the Dental Service that the Delta Dental PPO Enrollee receives. For the purposes of this Delta Dental PPO Agreement, when the term "Plan Allowance" is used in the "General Terms and Conditions" attachment, it means the Delta Dental PPO Allowance.
2. **Enrollee** means an individual who, on the date Dental Services are provided, is properly enrolled in, or otherwise eligible to receive, Covered Benefits under a Delta Dental PPO, Delta Dental PPO-only, Delta Dental Premier, Delta Dental PPO Plus Premier, or Delta Dental EPO™ contract issued by any Delta Dental Member Company to a group or individual. Dentist shall verify an Enrollee's eligibility and benefits with Delta Dental before rendering Dental Services or making any representation concerning the Enrollee's coverage or benefits.

Incorporation and Governing Order. The following documents are hereby incorporated by reference into this Agreement and, in the event of a conflict, shall govern in the order listed:

1. This Agreement
2. The Delta Dental PPO Fee Schedule
3. The General Terms and Conditions to this Agreement
4. The Delta Dental of Virginia Participating Dentists' Handbook

INSTRUCTIONS FOR THE DELTA DENTAL PPO DENTIST

To participate in Delta Dental's PPO network, Dentist must:

1. Sign and return to Delta Dental of Virginia the signature page found below; and
2. Provide the information that we request for credentialing purposes.
3. **Be accepted by Delta Dental of Virginia (a confirmation of participation will be sent to the email address provided on the signature page).**

DELTA DENTAL®

Delta Dental PPO™ — participating dentist agreement signature page

Dentist, acting directly or by Dentist's authorized representative, has executed this Delta Dental PPO Agreement. Likewise, Delta Dental of Virginia, acting by its authorized representative, has accepted Dentist's application for participation in its Delta Dental PPO network and executed this Agreement.

Complete this form in its entirety and **email it to ProfessionalRelations@deltadentalva.com** or fax it to 540.491.9709.

Dentist

Signature _____ Date _____

Printed name _____ Dentist email _____

Phone number _____ Office email _____

National Provider Identifier (NPI) _____

License Number _____

Select your provider type

☐ General dentist ☐ Pediatric dentist ☐ Prosthodontist

Delta Dental of Virginia

By:_____

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

Date accepted:_____

Representative initials:_____

DELTA DENTAL®

Delta Dental Premier® participating dentist agreement

AMENDED AND RESTATED JANUARY 1, 2027

This Agreement ("Agreement") is between Dentist and Delta Dental of Virginia ("Delta Dental"). It is effective on the date that Delta Dental accepts it (as evidenced by Delta Dental'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 "General Terms and Conditions" attachment. This Agreement applies specifically to general dentists, pediatric dentists, and prosthodontists and supersedes all prior agreements between Delta Dental and Dentist.

DELTA DENTAL'S PAYMENTS AND PREMIER PROGRAM REQUIREMENTS

In our Delta Dental Premier® network, we base our payments on Delta Dental Premier Allowances. You agree to accept our Delta Dental Premier Allowances as payment in full for Covered Benefits that you provide to our Delta Dental Premier Enrollees. Delta Dental reduces its payments by Patient Payment Amounts. Capitalized terms not otherwise defined herein will have meanings set forth in the General Terms and Conditions. In this Agreement, the following terms have these meanings:

1. **Delta Dental Premier Allowance** means lowest of (a) the fee that Dentist bills Delta Dental, or (b) the fee that Delta Dental of Virginia has established in the Delta Dental Premier Fee Schedule for the Dental Service that our Enrollee receives. For the purposes of this Delta Dental Premier Agreement, when the term Plan Allowance is used in the "General Terms and Conditions" attachment, it means the Delta Dental Premier Allowance.
2. **Enrollee** means an individual who, on the date Dental Services are provided, is properly enrolled in, or otherwise eligible to receive, Covered Benefits under a Delta Dental Premier or Delta Dental PPO Plus Premier contract issued by any Delta Dental Member Company to a group or individual.

Individuals enrolled in:

- Delta Dental PPO plans: may be eligible for Covered Benefits when services are rendered by a Delta Dental Premier Dentist;
- Delta Dental PPO-only and Delta Dental EPO™ plans: are not eligible for Covered Benefits when services are rendered by a Delta Dental Premier Dentist.

Dentist shall verify an Enrollee's eligibility and benefits with Delta Dental before rendering Dental Services or making any representation concerning the Enrollee's coverage or benefits.

Incorporation and Governing Order. The following documents are hereby incorporated by reference into this Agreement and, in the event of a conflict, shall govern in the order listed:

1. This Agreement
2. The Delta Dental Premier Fee Schedule
3. The General Terms and Conditions to this Agreement
4. The Delta Dental of Virginia Participating Dentists' Handbook

INSTRUCTIONS FOR THE DELTA DENTAL PREMIER DENTIST

To participate in Delta Dental's Premier network, Dentist must:

1. Sign and return to Delta Dental of Virginia the signature page found below;
2. Provide the information that we request for credentialing purposes; and
3. **Be accepted by Delta Dental of Virginia (a confirmation of participation will be sent to the email address provided on the signature page)**

DELTA DENTAL®

Delta Dental Premier® participating dentist agreement signature page

Dentist, acting directly or by Dentist's authorized representative, has executed this Delta Dental Premier Participating Dentist Agreement. Likewise, Delta Dental of Virginia, acting by its authorized representative, has accepted Dentist's application for participation in its Delta Dental Premier network and executed this Agreement.

Complete this form in its entirety and **email it to ProfessionalRelations@deltadentalva.com** or fax it to 540.491.9709.

Dentist

Signature _____ Date _____

Printed name _____ Dentist email _____

Phone number _____ Office email _____

National Provider Identifier (NPI) _____

License Number _____

Select your provider type

☐ General dentist ☐ Pediatric dentist ☐ Prosthodontist

Delta Dental of Virginia

By: _____

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

Date accepted: _____

Representative initials: _____

DELTA DENTAL®

Delta Dental Specialist participating dentist agreement

AMENDED AND RESTATED JANUARY 1, 2027

This Agreement ("Agreement") is between Dentist and Delta Dental of Virginia ("Delta Dental"). It is effective on the date that Delta Dental accepts it (as evidenced by Delta Dental'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 "General Terms and Conditions" attachment. This Agreement applies to dental anesthesiologists, endodontists, oral surgeons, orthodontists, and periodontists and supersedes all prior agreements between Delta Dental and Dentist.

DELTA DENTAL'S PAYMENTS AND PROGRAM REQUIREMENTS

Under this Agreement we base our payments on the Delta Dental Specialist Allowance. You agree to accept the Delta Dental Specialist Allowance as payment in full for Covered Benefits that you provide to Enrollees. Delta Dental reduces its payments by Patient Payment Amounts, as that term is defined in the General Terms and Conditions attachment. Capitalized terms not otherwise defined herein will have meanings set forth in the General Terms and Conditions.

1. **Delta Dental Specialist Allowance** means the lowest of (a) the fee that Dentist bills Delta Dental, or (b) the fee that Delta Dental of Virginia has established in the Delta Dental Specialist Fee Schedule for the Dental Service that the Enrollee receives. For the purposes of this Agreement, when the term "Plan Allowance" is used in the General Terms and Conditions attachment, it means the Delta Dental Specialist Allowance.
2. **Enrollee** means an individual who, on the date Dental Services are provided, is properly enrolled in, or otherwise eligible to receive, Covered Benefits under a Delta Dental PPO, Delta Dental PPO Plus Premier™ or Delta Dental EPO™ contract issued by any Delta Dental Member Company to a group or individual. Dentist shall verify an Enrollee's eligibility and benefits with Delta Dental before rendering Dental Services or making any representation concerning the Enrollee's coverage or benefits.

Incorporation and Governing Order. The following documents are hereby incorporated by reference into this Agreement and, in the event of a conflict, shall govern in the order listed:

1. This Agreement
2. The Delta Dental Specialist Fee Schedule
3. The General Terms and Conditions to this Agreement
4. The Delta Dental of Virginia Participating Dentists' Handbook

INSTRUCTIONS FOR DENTIST

To participate with Delta Dental, Dentist must:

1. Sign and return to Delta Dental of Virginia the signature page found below;
2. Provide the information that we request for credentialing purposes; and
3. **Be accepted by Delta Dental of Virginia (a confirmation of participation will be sent to the email address provided on the signature page).**

DELTA DENTAL®

Delta Dental Specialist participating dentist agreement signature page

Dentist, acting directly or by Dentist's authorized representative, has executed this Delta Dental Participating Specialist Agreement. Likewise, Delta Dental of Virginia, acting by its authorized representative, has accepted Dentist's application for participation in its Delta Dental Premier and Delta Dental PPO networks and executed this Agreement.

Complete this form in its entirety and **email it to ProfessionalRelations@deltadentalva.com** or fax it to 540.491.9709.

Dentist

Signature _____ Date _____

Printed name _____ Dentist email _____

Phone number _____ Office email _____

National Provider Identifier (NPI) _____

License Number _____

Select your provider type

☐ Dental anesthesiologist ☐ Endodontist ☐ Oral surgeon ☐ Orthodontist ☐ Periodontist

Delta Dental of Virginia

By:_____

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

Date accepted:_____

Representative initials:_____

DELTA DENTAL®

Delta Dental Medicare Advantage™ participating dentist agreement

AMENDED AND RESTATED JANUARY 1, 2027

This Agreement ("Agreement") is between Dentist and Delta Dental of Virginia ("Delta Dental"). It is effective on the date that Delta Dental accepts it (as evidenced by Delta Dental'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 "General Terms and Conditions" attachment. This Agreement applies specifically to Delta Dental's Delta Dental Medicare Advantage program and supersedes all prior agreements between Delta Dental and Dentist.

DELTA DENTAL'S PAYMENTS AND OTHER DELTA DENTAL MEDICARE ADVANTAGE PROGRAM REQUIREMENTS

As a Delta Dental Medicare Advantage network dentist, you will be reimbursed pursuant to your current commercial Delta Dental Participating Agreement (e.g., Delta Dental PPO™ , Delta Dental Premier® or Delta Dental Specialist) and agree to accept such reimbursement as payment in full for Covered Benefits that you provide to Delta Dental Medicare Advantage Enrollees. You agree to accept the applicable Plan Allowance, as set forth in your current Delta Dental Participating Agreement, as payment in full for Covered Benefits that you provide to Delta Dental Medicare Advantage Enrollees. Delta Dental reduces its payments by Patient Payment Amounts, as that term is defined in the "General Terms and Conditions" attachment.

In this Agreement, terms have the same meaning as provided for in your Delta Dental PPO Participating Agreement, your Delta Dental Premier Participating Agreement or your Delta Dental Specialist Participating Agreement, as applicable based on your participation.

Incorporation and Governing Order. The following documents are hereby incorporated by reference into this Agreement and, in the event of a conflict, shall govern in the order listed below. If Dentist also participates in the Delta Dental PPO network, Delta Dental Premier network or Delta Dental Specialist network, the terms of the Medicare Advantage Terms and Conditions will control in the event of a conflict and with respect to Medicare Advantage Enrollees.

1. This Agreement
2. Your current applicable Delta Dental commercial network fee schedule
3. The Medicare Advantage Terms and Conditions
4. The General Terms and Conditions to this Agreement
5. The Delta Dental Participating Dentists' Handbook

INSTRUCTIONS FOR THE DELTA DENTAL MEDICARE ADVANTAGE DENTIST

To participate in Delta Dental's Medicare Advantage network, Dentist must:

1. Sign and return to Delta Dental of Virginia the signature page found below;
2. Provide the information that we request for credentialing purposes; and
3. **Be accepted by Delta Dental of Virginia (a confirmation of participation will be sent to the email address provided on the signature page).**

DELTA DENTAL®

Delta Dental Medicare Advantage™ participating dentist agreement signature page

Dentist, acting directly or by Dentist's authorized representative, has executed this Delta Dental Medicare Advantage™ Agreement. Likewise, Delta Dental of Virginia, acting by its authorized representative, has accepted Dentist's application for participation in its Delta Dental Medicare Advantage network and executed this Agreement.

Complete this form in its entirety and **email it to ProfessionalRelations@deltadentalva.com** or fax it to 540.491.9709.

Dentist

Signature	Date
Printed name	Dentist email
Phone number	Office email

National Provider Identifier (NPI)

License Number

Delta Dental of Virginia

By:_____

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 Initials:_____

DELTA DENTAL®

Participating dentist agreement terms and conditions

SECTION I: DEFINITIONS, PAYMENT FOR COVERED BENEFITS, DENTIST PORTAL

1. Definitions

As used in this Agreement, the following terms have the following meanings:

a. **Benefit Maximum** is the maximum dollar amount that we will pay for Covered Benefits during the benefit period specified in the Enrollee's Dental Services plan (a calendar year, for example).

b. **Claim** is any bill, claim, or proof of loss made by or on behalf of the Enrollee or You to Delta Dental (or Delta Dental's intermediary, administrator or designated representative) under the Agreement for payment for Dental Services under any program of Dental Services that Delta Dental insures; however, a "claim" shall not include a request for payment of a capitation fee or withholding.

c. **Clean Claim** means a claim that contains all information and supporting documentation required for the applicable procedure, as set forth in the Handbook, and for which no additional information, correction, or clarification is necessary to adjudicate the claim and make applicable payment(s). A claim shall also be deemed a Clean Claim if Delta Dental fails to timely notify the person submitting the claim of any defect, impropriety, or missing information in accordance with this Agreement.

d. **Coinsurance** is a fixed percentage of the Plan Allowance that Enrollee must pay for a Covered Benefit. Coinsurance reduces the amount that we would otherwise pay for a Covered Benefit.

e. **Copayment** means a fixed dollar amount of the Plan Allowance that Enrollee must pay for a Covered Benefit. A Copayment reduces the amount that we would otherwise pay for a Covered Benefit.

f. **Covered Benefits** means the Dental Services for which benefits are available to an Enrollee under the applicable Plan as of the date the Dental Services are rendered, subject to the Benefit Plan's eligibility requirements, coverage provisions, limitations, exclusions, predeterminations, coordination of benefits provisions, and other applicable terms and conditions, as administered in accordance with applicable law. Nothing in this Agreement authorizes the imposition, collection, or retention of a fee, charge, or other amount to the extent prohibited by applicable law.

g. **Deductible** is a fixed dollar amount that an Enrollee must pay for Covered Benefits before we begin to pay for Covered Benefits. A Deductible reduces the amount that we would otherwise pay for Covered Benefits.

h. **Delta Dental Member Company** means any company licensed to use the Delta Dental name and service mark which has entered into a "DeltaUSA Interplan Participating Agreement" or a

Continued on next page

successor agreement that is in effect on the date on which the Dental Services are provided. As used herein, the term "Delta Dental" may refer to Delta Dental of Virginia or any Delta Dental Member Company, as applicable.

i. **Dental Service(s)** mean care and procedures provided for the diagnosis, treatment of dental disease or injury, and services provided to promote overall oral health and well-being. Not all Dental Services are Covered Benefits.

j. **Dentally-Necessary or Dental Necessity** means those Dental Services that a dentist or other qualified dental professional, exercising prudent clinical judgment, would provide to a patient for the purpose of preventing, evaluating, diagnosing or treating a dental injury, disease or its symptoms. Dentally Necessary services must be (a) in accordance with generally accepted standards of dental practice; (b) clinically appropriate, in terms of type, frequency, extent, site and duration, and considered effective for the patient's injury or disease; (c) not primarily performed for the convenience of the patient, the dentist, other dental professional or health care provider; and (d) not more costly than an alternative service at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of the patient's injury or disease.

   "Dental Necessity" includes (without limitation) treatments involving dental structures and pathology which, while rarely "medically" necessary, are essential to resolve the condition of dental disease or pathosis.

   A "medically" necessary situation as it relates to dental therapies is one in which failure to provide the Dental Services would result in deleterious effects to the patient's overall health status or are necessary to sustain the patient's life.

   For these purposes, "generally accepted standards of dental practice" mean standards that are credible, scientific, evidence-based and published in peer-reviewed dental literature generally recognized by the relevant dental community, or otherwise consistent with the applicable dental specialty association's recommendations and the views of practitioners in the relevant clinical areas.

k. **Dentist, You, or Your** means the individual dentist who has entered into the Agreement and which Delta Dental of Virginia has accepted as a Delta Dental of Virginia Participating Dentist. Whenever the term "You" or "Your" is used in the Agreement, it means the dentist and any other dental care professional, employee or subcontractor who provides Dental Services to our Enrollees under the Dentist's supervision.

l. **Enrollee** has the same meaning as set forth in your applicable Participating Dentist Agreement.

m. **Handbook** means the Delta Dental of Virginia Participating Dentists' Handbook, as made available by Delta Dental to Dentist through the secure Dentist Portal.

n. **Our, Us or We** means Delta Dental of Virginia or the applicable Delta Dental Member Company as the context of use warrants, whether such terms are capitalized or not.

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Participating dentist agreement terms and conditions (continued)

DELTA DENTAL®

o. **Participating Dentist** means a dentist who has entered into a Participating Dentist Agreement with Delta Dental of Virginia, which is in effect on the date on which the Dental Service is provided. As a Participating Dentist with Delta Dental of Virginia, You, also participate as a Participating Dentist with all other Delta Dental Member Companies across the country.

p. **Patient Payment Amounts** mean Coinsurance, Copayments, Deductibles, and other charges for Covered Benefits for which our Enrollees are responsible under their group or individual Dental Services contracts with Delta Dental Member Companies.

q. **Plan(s)** means the Enrollee's policy of benefits for which Covered Benefits are considered for reimbursment based on Dentist's applicable Participating Dentist Agreement.

r. **Plan Allowance** means the contracted fee as represented in the fee schedule applicable to the network-specific agreement under which you are a Participating Dentist and is the maximum amount on which Delta Dental's payment is based.

s. **Retroactive Denial** of a previously paid claim or retroactive denial of payment means any attempt by Delta Dental to retroactively collect payments already made to you with respect to a claim by reducing other payments currently owed to you, by withholding or setting off against future payments, or in any other manner reducing or affecting the future claim payments to you.

2. Payment for Covered Benefits

a. **Terms Applicable to the Delta Dental Specialist and Delta Dental PPO™ Networks.** Delta Dental agrees to compensate Dentists pursuant to the Delta Dental Specialist Participating Dentist Agreement and/or the Delta Dental PPO Participating Dentist Agreement, as may be applicable, in the following manner:

i. The submitted charge for any Covered Benefit will be compared to the Plan Allowance. The lesser of the submitted charge or the Plan Allowance (the "Delta Dental PPO Allowance") will be used to compute the patient copayment or coinsurance and compensation due to Dentist from Delta Dental. Dentist agrees to accept the Delta Dental PPO Allowance as payment in full for Covered Benefits that You provide to our Delta Dental PPO™ Plan Enrollees. Delta Dental reduces its payment by Patient Payment Amounts. For all Covered Benefits, Dentist agrees that it will not collect from any Enrollee any amount greater than the Delta Dental PPO Allowance.

ii. Subject to the foregoing, Delta Dental agrees to pay Dentist or Dentist's designee for Covered Benefits performed by Dentist for any Enrollees enrolled in the Delta Dental PPO™ Plan in accordance with the Delta Dental PPO or Delta Dental Specialist Fee Schedule, as applicable.

iii. If Dentist participates in the Delta Dental Premier® network and the Delta Dental PPO™ network and/or the Delta Dental Specialist network, then Delta Dental shall pay Dentist or Dentist's designee for Covered Benefits performed by Dentist for any Enrollees enrolled in either the Delta Dental PPO™ Plan or the Delta Dental PPO Plus Premier™ Plan in accordance with the Delta Dental PPO or Delta Dental Specialist Fee Schedule, as applicable.

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Participating dentist agreement terms and conditions (continued)

DELTA DENTAL®

b. Terms Applicable to the Delta Dental Premier® Network. Delta Dental agrees to compensate Dentists enrolled in the Delta Dental Premier Network in the following manner:

i. The submitted charge for any Covered Benefit will be compared to the Plan Allowance. The lesser of the submitted charge or the Plan Allowance (the "Delta Dental Premier Allowance") will be used to compute the patient copayment and compensation due to Dentist from Delta Dental. Dentist agrees to accept the Delta Dental Premier Allowance as payment in full for Covered Benefits that You provide to our Delta Dental Premier® Plan Enrollees. Delta Dental reduces its payment by Patient Payment Amounts. For all Covered Benefits, Dentist agrees that it will not collect from any Enrollee any amount greater than Delta Dental Premier Allowance.

ii. Subject to the foregoing, Delta Dental agrees to pay Dentist or Dentist's designee for Covered Benefits performed by Dentist on any Enrollees enrolled in the Delta Dental Premier® Plan in accordance with the Premier Fee Schedule.

iii. If Dentist participates in the Delta Dental Premier® network (and not the Delta Dental PPO™ network or Delta Dental Specialist network), then Delta Dental shall pay Dentist or Dentist's designee for Covered Benefits performed by Dentist on any Enrollees enrolled in either the Delta Dental PPO™ Plan or the Delta Dental Premier™ Plan in accordance with the Premier Fee Schedule.

c. Term Applicable to all Networks.

i. Dentist shall ensure that claims are submitted for payment in a manner and format required by Delta Dental (a clean claim). Failure to submit claims for payment in the manner and format required by Delta Dental shall constitute grounds for the denial of such claim.

ii. Where an Enrollee is covered by more than one insurance or dental benefits policy, Dentist shall submit claims to the carrier for each policy in accordance with applicable law concerning coordination of benefits and the Handbook.

iii. Dentist or Dentist's designee shall receive payments from Delta Dental via Dentist's chosen payment method. In the event Dentist has not selected an electronic payment method, as offered by Delta Dental and selected by Dentist (i.e. ACH, EFT or virtual credit card), Dentist will receive payments via paper check.

iv. Enrollees shall not, under any circumstances, be liable to Dentist for any amount owed by Delta Dental and Dentist shall not bill, charge, collect, or attempt to collect from an Enrollee, any money owed by Delta Dental. Dentist may, however, collect applicable Deductibles and Coinsurance amounts from Enrollees prior to or on the date of service for Covered Services, in accordance with the applicable Plan.

v. Dentist shall not waive any deductibles, coinsurance, or co-payments required under any Plan.

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Participating dentist agreement terms and conditions (continued)

DELTA DENTAL®

vi. It is the responsibility of Dentist to collect applicable coinsurance, copayments, or deductibles from Enrollees pursuant to the evidence of coverage within 12 months of the completion of the respective Dental Services.

vii. Dentist agrees to submit claims on behalf of Enrollees to Delta Dental within 12 months of completion of the respective Dental Services.

viii. Dentist affirmatively waives its right to reimbursement (1) by Delta Dental for Delta Dental's share of the service and (2) by the Enrollee for Enrollee's share of the service, and agrees not to attempt to collect reimbursement for such service from Delta Dental or Enrollee if any of the following events occur:

1. If a claim is not submitted to Delta Dental within 12 months of completion of the respective Dental Service;

2. If Dentist fails to collect the appropriate coinsurance, co-payment or other Enrollee's share from an Enrollee within 12 months of completion of the respective Dental Service;

3. If Dentist fails to provide Delta Dental with any information requested by Delta Dental relating to a claim;

4. If Dentist is not properly and actively licensed, credentialed and covered by the requisite liability insurance as set forth herein at the time of service; or

5. If Dentist is not in full compliance with their representations and warranties, and all other terms and conditions of this Agreement.

ix. Subject to Section III, 8, entitled "Retroactive Denials; Limitations", any adjustments to claims required as a result of underpayment or overpayment by the Dentist or Delta Dental shall be limited to 12 months from the original date of payment or denial.

x. Delta Dental will comply with the prompt payment requirements and applicable interest payment requirements set forth by the Commonwealth of Virginia to the extent such requirements apply to the applicable Plan.

xi. Dentist acknowledges and agrees that the reimbursement payments from Delta Dental to Dentist hereunder are reasonable and not nominal or de minimis.

3. Dentist Portal. Once Delta Dental of Virginia has completed its credentialing process and has approved Dentist's participation in the network, Dentist will be granted access to Delta Dental of Virginia's secure web portal for Dentists (the "Dentist Portal") for the purpose of viewing information, including member benefit information, claims payment status, fee schedules, Dentist documentation and claims submission. Dentist's access to and use of the Dentist Portal is subject to Delta Dental of Virginia's discretion, the terms of this Agreement, and any other terms and conditions applicable to the Dentist Portal (as provided by Delta Dental of Virginia to Dentist within the Dentist Portal or otherwise).

Continued on next page

Participating dentist agreement terms and conditions (continued)

DELTA DENTAL®

a. Dentist is solely responsible for managing access through its account to the Dentist Portal, for securing its username and password, and for any violation of the terms and conditions applicable to the Dentist Portal by Dentist or anyone accessing the Dentist Portal through Dentist's username and password. Delta Dental of Virginia shall not be liable for Dentist's failure to properly secure its usernames and passwords.

b. Dentist shall be solely responsible for all access to its account in the Dentist Portal, and for the accuracy and completeness of all data entered by Dentist in the Dentist Portal.

c. Dentist acknowledges that the Dentist Portal permits access to Protected Health Information ("PHI") as that term is defined by the Health Insurance Portability and Accountability Act ("HIPAA"). Dentist certifies that, when using the Dentist Portal, it will abide by the provisions of HIPAA and all other applicable law. Dentist shall not use the Dentist Portal for any purpose other than viewing the information therein for its own business use in compliance with applicable law.

d. Delta Dental of Virginia reserves the right to suspend Dentist's access to the Dentist Portal at any time to prevent or mitigate any real or potential security threat or vulnerability, or if Delta Dental of Virginia reasonably suspects that Dentist is in violation of any provision of this Agreement or applicable law, or that Dentist's username and password has been compromised. Dentist agrees to notify Delta Dental of Virginia immediately at any time that Dentist suspects any of the foregoing.

e. Dentist acknowledges and agrees that Delta Dental of Virginia (or its licensors) retains sole title, right and interest in the intellectual property rights of the Dentist Portal including, but not limited to, any applicable patents, trademarks and/or copyrights. Dentist shall not attempt to reproduce, modify, reverse assemble, reverse compile, or reverse engineer the source code of the Dentist Portal.

f. Dentist acknowledges and agrees that Delta Dental of Virginia may employ certain web tracking technologies on the Dentist Portal to track Dentist's use of and engagement with the Dentist Portal and certain functional components therein. By signing this Agreement and using the Dentist Portal, Dentist consents and agrees to Delta Dental of Virginia's use of such tracking technologies.

SECTION II: DENTIST'S OBLIGATIONS

1. License, Certificates, and Authorizations. You are a duly qualified and practicing dentist who holds a valid and unrestricted license to practice dentistry in the Commonwealth of Virginia and any other jurisdiction in which you provide Dental Services to Enrollees. You must maintain, in good standing, all licenses, specialty certificates, and other authorizations of any kind that are required to conduct Your practice. You must immediately, but in no event later than five business days, notify Delta Dental of Virginia of any adverse action relating to any of these licenses, certificates or authorizations by any licensing board, certifying board or other organization.

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Participating dentist agreement terms and conditions (continued)

DELTA DENTAL®

2. Credentialing and Re-Credentialing. Delta Dental of Virginia has established a credentialing program to ensure that Participating Dentists meet our standards for licensure, certification, provision of Dental Services, and require liability insurance coverage. You must cooperate fully with our credentialing and re-credentialing program. We require credentialing documentation at the time that You apply to become a Participating Dentist. The types of documentation we require includes, without limitation, a current valid license; specialty certification (if applicable); practice or work history for the prior five years; current, adequate malpractice insurance coverage; and malpractice claims history for at least the prior five years. You must notify us at least 14 business days prior to any changes to Your previously submitted credentialing documentation, including but not limited to, Your practice's name, address, phone number, or type of practice, and within three business days after You are notified in writing of any malpractice claim filed against You or Your practice or any revocation, suspension or probationary action involving your license to practice dentistry.

3. Dentist/Patient Relationship. This Agreement does not alter Your professional relationship with Your patients, including those patients which are also our Enrollees. You are solely responsible to Enrollees for Your diagnosis, care, and treatment. Any decision concerning the provision of a Dental Service is Your decision and any decision concerning the receipt of a Dental Service is the Enrollee's decision, regardless of whether the service is a Covered Benefit. You are an independent contractor, and neither Delta Dental nor any health plan through which Your patient is enrolled will have any control over Your practice and/or Your relationship with Your patients. Our decision to include you as a Participating Dentist does not constitute an endorsement of your qualifications, fitness, or suitability to perform any service.

4. Complying with Laws, Rules, Regulations, and Ordinances. You will comply with all federal, state, and local laws, rules, regulations, and ordinances that are applicable to Your practice, including (without limitation) the United States Department of Health and Human Services' rules and regulations; OSHA rules and regulations; Center for Disease Control rules, regulations and guidelines; the Health Insurance Portability and Accountability Act (HIPAA) and other applicable privacy rules; applicable requirements of the Department of Health, Board of Dentistry, and equivalent bodies in the state or other jurisdiction in which Dental Services are provided.

5. Standards of Care. Dentist agrees to provide Dental Services to Enrollees who are eligible for benefits under the Plan in accordance with this Agreement and the Handbook. Dentist shall provide Dental Services to Enrollees in accordance with applicable law, licensure requirements, and generally accepted professional standards applicable to Dentist's type of practice, specialty, or subspecialty. Dentist shall ensure that the quality and availability of Dental Services provided to Enrollees are not less than the quality and availability of Dental Services provided to other patients to whom Dentist provides services. Nothing in this Agreement limits, restricts, or otherwise prohibits Dentist from fully discussing or disclosing all Dental Service treatment options to Enrollees, whether or not such treatment options are Covered Benefits, when Dentist determines that such options are clinically appropriate and in the Enrollee's best interest.

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Participating dentist agreement terms and conditions (continued)

Dental Services that are (a) demonstrably below generally accepted standards of dental practice; (b) clinically inappropriate in terms of type, frequency, extent, site, or duration; or (c) generally considered ineffective for the diagnosis or treatment of the patient's injury or disease are considered services not billable to Enrollees. You may not bill or otherwise collect from our Enrollees any fee for Dental Services of this type, and You will promptly refund to our Enrollees any Patient Payment Amounts that have been collected for these services.

6. Claims and Payments.

a. Filing Claims. Except as provided herein, You must submit claims to us for all Dental Services and procedures as described and set forth in the current edition of the American Dental Association's Code on Dental Procedures and Nomenclature ("CDT"), regardless of whether such Dental Service constitutes a Covered Service, that You provide to our Enrollees within 12 months after (i) the date on which the Dental Service is completed or (ii) the last day on which the last Dental Service in a series of related Dental Services is completed (if a series is required). Completion dates include the seating date for crowns and bridges, delivery of partial or complete dentures, and final fill for root canal treatment. There is a different timely filing period for orthodontic services. You must file claims for orthodontic services after banding or initial placement of an orthodontic device. Delta Dental then makes periodic payments according to the applicable Plan documents for orthodontic services over the entire course of orthodontic treatment up to the Benefit Maximum under the Enrollee's Dental Services Plan. For all Dental Services, You must submit claims on standard claim forms or by another means of reasonable, timely, and accurate claims submission (including electronic submission) to which Delta Dental of Virginia has agreed in advance. You must identify Dental Services provided to our Enrollees using dental nomenclature from the current edition of the CDT publication. Amounts that You bill us will not exceed amounts that you typically charge the general public for Dental Services. If you discount Your usual fees for Dental Services, whether as a professional courtesy to the patient or as part of a commercial arrangement that provides for discounted fees, You agree to bill us no more than the discounted fee for the Dental Service that You provide to our Enrollee. Claims for Dental Services should be submitted directly to the Enrollee's respective Delta Dental Member Company if that company is other than Delta Dental of Virginia.

You agree to bill us for Dental Services using the CDT procedure codes that most accurately describe the Dental Services that You provide to our Enrollees. We base our payment on our determination of the most accurate CDT procedure code. You must not bill for Dental Services using multiple CDT procedure codes if there is a single, more comprehensive CDT code for the Dental Service(s). We base our payment on the Plan Allowance for the more comprehensive code, not on the Plan Allowances for the underlying component codes. For information regarding these and other uniform claims processing policies and procedures, please refer to the Handbook.

b. Fee Adjustments. We recognize that there are special circumstances that may make some Enrollees' dental treatment more complicated than others. In these circumstances, You may request that we consider an adjustment to the Plan Allowance. Your request must include a written

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description of the special circumstances and reasons for the adjustment. You may make the request in a separate letter attached to the claim form or as part of a request for reconsideration. Timely filing rules described in Paragraph 6.a. in this section also apply to fee adjustment requests.

c. Optional Treatment. After consulting with You, an Enrollee may select a Dental Service that is different from, or more costly than, the Dental Service that we determine to be Dentally Necessary for the diagnosis or treatment of the Enrollee's condition ("Optional Treatment"). Delta Dental of Virginia's payment for any Optional Treatment shall be limited to the Plan Allowance for the Covered Benefit that Delta Dental of Virginia determines is Dentally Necessary for the diagnosis or treatment of the Enrollee's condition. The Enrollee is responsible for the difference between the Plan Allowance for the Optional Treatment and the Plan Allowance for the Dentally Necessary Covered Benefit.

d. Enrollee's Payments. Except as otherwise specifically provided in this Agreement, You will not bill or otherwise collect from our Enrollees the differences between Your charges for Dental Services and the Plan Allowances for these services. In the special circumstances described in paragraph 6.b. and 6.c. of this section, You will not bill or otherwise collect from our Enrollees the differences between Your charges for Dental Services and the Plan Allowance(s) associated with the Optional Treatment. You agree not to waive Patient Payment Amounts, and You will make reasonable efforts to collect Patient Payment Amounts. You may request these amounts in advance or at the time of treatment. You will not bill us or otherwise collect from our Enrollees any amount for any service that is not a Dental Service, including without limitation, a charge to complete a claim form, copy records or respond to our request for additional information. You will not charge our Enrollees, either in advance or otherwise, for any part of Your bill that is payable by a Delta Dental Member Company, including Delta Dental of Virginia.

7. Contract Compliance — Audit and Enforcement.

a. You agree to maintain legible, accurate and complete patient treatment, financial and accounting records in accordance with generally accepted dental office management practices and the Handbook. Without limiting the scope of the preceding requirement, You agree to retain these records during the term of the Agreement and for at least six years after its termination. You agree to provide verification that the fees charged to Enrollees are in accordance with the applicable network fee schedule, and that You will allow upon request, a representative of Delta Dental of Virginia to examine such records as necessary to provide this proof.

b. You agree to cooperate fully in our quality and post-treatment claims review programs. You agree to furnish, without charge, copies of our Enrollees' dental records, including X-rays and written or electronic patient records that we reasonably request, for a period of up to six years after (a) the date on which the Dental Service is completed or (b) the last day on which the last Dental Service in a series of related Dental Services is completed (if a series is required). You must provide us with access, during your regular business hours and upon reasonable advance notice, to records that relate to Your compliance with the terms of this Agreement, the Dental Services

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provided to our Enrollees as well as charges to and payments from our Enrollees in sufficient form and quality (as reasonably requested by Delta Dental). Your obligation to keep and provide these records to us will not terminate upon the termination of this Agreement, regardless of the reason for termination.

c. Dentist agrees, to the extent any payment delivered to Dentist by Delta Dental was delivered in error, or as the result of fraud, waste, or abuse by Dentist, Dentist will fully cooperate and comply with any investigation of such error, fraud, waste, or abuse, and that Delta Dental is authorized to withhold from subsequent payment any amounts determined in Delta Dental's sole and absolute discretion, to have been the result of error, fraud, waste or abuse.

d. Dentist agrees to cooperate with and participate in all Delta Dental quality improvement activities to improve the quality of care and services and member experience.

e. Dentist agrees to allow Delta Dental of Virginia to access and use all performance data it collects related to Dentist's volume or quality of Dental Services delivered to Enrollees for quality improvement purposes or any other reasonable business purpose.

8. Uniform Policies and Procedures. You agree to abide by Delta Dental's uniform policies and procedures as provided for in the Handbook. These include our billing procedures, utilization review standards, and quality assurance programs for Delta Dental Participating Dentists. In addition, You must cooperate fully with utilization review and quality assurance programs that are implemented for our Enrollees' benefit. Upon reasonable advance request, You may be asked to complete and provide us with periodic quality assurance surveys.

9. Confidential and Proprietary Information. You will maintain the confidentiality of Enrollee records in accordance with applicable federal and state laws and regulations and Delta Dental of Virginia's uniform policies and procedures as set forth in the Handbook. In addition, the terms of this Agreement, including any associated Exhibits, Amendments, Addendums, Appendices, Fee Schedules and the like, customer names and addresses, the Handbook and other descriptions of utilization and quality review programs, internal operations, and reimbursement methodologies, and any other documents and materials provided to You under this Agreement which are not otherwise available to the public, are our confidential and proprietary documents. Except as otherwise required by law, You will maintain the confidentiality of these documents and, at our request, return them to us after termination of the Agreement.

10. Insurance. You will, at Your cost and expense, procure and maintain policies of general liability, malpractice and other insurance necessary to insure against liability, claims or damages arising by reason of personal injuries or death to our Enrollees, occasioned directly or indirectly by Your acts or omissions ("Insurance Coverage"). The amount of this Insurance Coverage must be customary and reasonable for Your type of practice, specialty or subspecialty, and the prevailing practices in the area in which You practice. Upon request, You must provide us with a certificate of insurance or other documentation which confirms that Insurance Coverage is in force. You must notify us immediately

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Participating dentist agreement terms and conditions (continued)

of the cancellation of Insurance Coverage. If, during the period in which You provide Dental Services to our Enrollees, You maintain professional liability insurance on a "claims incurred" basis, You must maintain in force sufficient "tail" insurance to assure full and continuing coverage through the policy's extended reporting period.

11. Non-discrimination. You may not discriminate in the treatment or quality of Dental Services provided to Enrollees on the basis of race, color, religion, sex, sexual orientation, age, disability, national origin, Vietnam-era veteran's status, ancestry, health status or need for health services of these Enrollees and without regard to source of payments made for health services rendered to these Enrollees. You will make your professional services accessible to Enrollees during the same hours and with the same intensity as You make those services available to non-Enrollees.

Dentist shall comply with all applicable federal, state, and local laws governing nondiscrimination, equal employment opportunity, and accessibility, including, as applicable, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and their implementing regulations. To the extent applicable to Dentist and the Dental Services furnished under this Agreement, Dentist shall comply with the U.S. Department of Health and Human Services' regulations at 45 C.F.R. Part 84 and applicable CMS and state Medicaid managed-care requirements, including 42 C.F.R. Parts 417 and 434. Dentist shall provide reasonable access to covered services for individuals with disabilities as required by applicable law. You may not discriminate against any Enrollee solely due to the Enrollee's status as a litigant in pending litigation or a potential litigant due to being involved in a motor vehicle accident in accordance with the Code of Virginia §38.2-3407.15.B.13.

12. Hold Harmless. You agree that in no event, including but not limited to non-payment by Delta Dental or a carrier that has embedded a Delta Dental dental services plan as part of its qualified medical plan (for purposes of this Section 12, the latter hereinafter "Plan"), insolvency of Delta Dental or Plan, or breach of this Agreement, will You bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against Enrollees or persons other than Delta Dental and/or Plan for Covered Benefits provided pursuant to this Agreement, provided however that this provision shall not prohibit collection of applicable Patient Payment Amounts billed in accordance with this Agreement and the terms of the applicable Enrollee contracts or policies.

You agree that (i) this provision shall survive the termination of this Agreement regardless of the cause giving rise to such termination and shall be construed for the benefit of Enrollees; and that (ii) this provision supersedes any oral or written agreement to the contrary now existing or hereafter entered into between Delta Dental or Plan and You and the Enrollee or persons acting on the Enrollee's behalf.

13. Anti-Disparagement. Neither Dentist nor Dentist's staff or agent(s) nor any person employed by or otherwise acting on behalf of Dentist shall make, publish, disseminate, or circulate directly or indirectly, or aid, abet, or encourage the making, publishing, disseminating or circulating of any oral or written statement or pamphlet, circular, article, or literature concerning Delta Dental that is false

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or maliciously critical of Delta Dental and/or is calculated to cause harm to Delta Dental or Delta Dental's image or reputation. Any oral or written statement, or pamphlet, circular, article, or literature distributed by Dentist's staff or agent(s) shall be deemed to be made or distributed by Dentist. A violation of this Section 13 shall be deemed a breach of this Agreement by Dentist for which Delta Dental will have, and may in its sole discretion exercise, a right to terminate this Agreement immediately upon written notice to Dentist.

14. Contact and Payment Information. Dentist acknowledges and agrees that it is Dentist's sole responsibility to provide Delta Dental of Virginia with current, up to date contact information, including email addresses, and current, up to date electronic payment information. Dentist agrees that it will notify Delta Dental of Virginia of any changes to its contact information, including email address and electronic payment information, including by updating its profile through Delta Dental of Virginia's secure website portal, as applicable. Dentist acknowledges and agrees that Delta Dental of Virginia will not be responsible for undelivered and/or unreceived notifications or communications that result from a failure of Dentist to provide Delta Dental of Virginia with and/or maintain current contact information. Furthermore, Dentist acknowledges and agrees that Delta Dental of Virginia will not be responsible for misdirected, undelivered and/or unreceived electronic payments that result from Dentist's failure to provide Delta Dental of Virginia with and/or maintain current electronic payment information.

15. Fair Dealing. Dentist may elect to close their practice to new patients; however, Dentist must provide prior written notice to Delta Dental of such decision in accordance with the notice provisions of this Agreement. Any decision to discontinue accepting new patients must apply uniformly to all prospective patients, regardless of payer, benefit plan, or network affiliation. Dentist shall not selectively refuse to accept new patients based solely on their enrollment in a Delta Dental Plan. Limiting acceptance of new patients to exclude Delta Dental members while continuing to accept other new patients is prohibited and shall be considered a discriminatory practice inconsistent with Dentist's obligations and a material breach of this Agreement.

16. Dentist's Representatives and Authorizations.

a. Third Parties. Dentist represents and warrants that, in the event Dentist engages a third party to engage Delta Dental on their behalf (i.e. automated callers), Dentist has entered into proper contractual agreements with the third party, has performed proper due diligence to ensure the third party is HIPAA compliant and has granted the third party with proper authorization to act on their behalf in the capacity engaged.

b. Appeals. By submitting an appeal on behalf of an Enrollee, Dentist represents and warrants that it has obtained all consents and authorizations necessary to pursue the appeal on the patient's behalf.

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Participating dentist agreement terms and conditions (continued)

DELTA DENTAL®

SECTION III: DELTA DENTAL'S OBLIGATIONS

1. Timely Filing. Except as otherwise provided in this Agreement, we will pay a claim for Covered Benefits if it is filed with us in accordance with Section II, 6(a) of this Agreement.

[Explanatory Note: Virginia Code § 38.2-3407.15 requires that the following paragraphs 2 through 12 be part of the Agreement. Paragraphs 2 through 12 apply to each Claim made under Dental Services plans that Delta Dental of Virginia insures directly. The terms and conditions of paragraphs 2 through 12 do not apply to services under any plan that an employer or other group self-insures. They do not apply to any other Delta Dental Member Company's plan. Delta Dental of Virginia's uniform policies and procedures for Delta Dental Participating Dentists, as set forth in the Handbook, and the terms and conditions of our Enrollees' dental plans, to the extent these terms and conditions may differ, apply to and supersede Paragraphs 2 through 12 for all plans to which Virginia Code § 38.2- 3407.15 does not apply.]

2. Claims Payments. Delta Dental of Virginia will pay any Claim for Covered Benefits submitted by You or on Your behalf within 40 days after receipt of the Claim except where either of the following circumstances exist:

a. Delta Dental of Virginia has determined that the Claim is not 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

b. The Claim was submitted fraudulently.

3. Delta Dental of Virginia's Claims Records. Delta Dental of Virginia will maintain a written or electronic record of the date of receipt of a Claim. The person submitting the Claim will be entitled to inspect this record and to rely on the 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 the Claim.

4. Requests for Additional Claims Information. Delta Dental of Virginia will, within 30 days after receipt of a Claim, notify the person submitting the Claim of the defect or impropriety that prevents Delta Dental of Virginia from deeming the Claim a Clean Claim and will request the information and documentation that Delta Dental of Virginia reasonably believes will be required to process and pay the Claim. Upon receipt of the additional information requested under this paragraph necessary to make the original Claim a Clean Claim, Delta Dental of Virginia will make the payment of the Claim in compliance with this section. Delta Dental of Virginia will not refuse to pay a Claim for Dental Services rendered pursuant to this Agreement, which are Covered Benefits, if Delta Dental of Virginia fails to timely 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.

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Participating dentist agreement terms and conditions (continued)

DELTA DENTAL®

However, nothing herein will preclude Delta Dental of Virginia from imposing a retroactive denial of payment of such a Claim if the time that has elapsed since the date of the payment of the original Claim does not exceed 12 months. Nothing in this section will require Delta Dental of Virginia to pay a Claim that is not a Clean Claim or to pay for Dental Services that are not Covered Benefits. All notifications and provision of information required under this section shall be delivered electronically in accordance with Section III, 2 below, entitled "Notices; Electronic Signatures and Communications".

5. Interest. Any interest owing or accruing on a Claim under Section 38.2-3407.1 or Section 38.2-4306.1 in Title 38.2 of the Code of Virginia, under any Dentist contract 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 60 days thereafter. [Explanatory Note: For payments made on or after January 1, 2019 for insured or "risk" claims only, no dental or optometric services plan, including Delta Dental of Virginia, is required to pay interest computed under Virginia Code Section 38.2-3407.1 if the total interest is less than $5.00. The Virginia claims "interest" statute does not apply to self-insured plan Claims].

6. Access to Predetermination Review, Authorization and Delta Dental of Virginia's Policies and Procedures.

a. Delta Dental of Virginia has established and implemented reasonable policies to permit You (i) to confirm in advance during normal business hours by free telephone or electronic means if available whether the Dental Services to be provided are Dentally Necessary and Covered Benefits; and (ii) to determine Delta Dental of Virginia's requirements that apply to You or the type of Dental Services that You have contracted to provide under the Agreement for (a) predetermination or authorization of coverage decisions; (b) retroactive reconsideration of a predetermination or authorization of coverage decision or retroactive denial of a previously paid Claim; (c) dentist-specific payment and reimbursement methodology, coding levels and methodology, down-coding and bundling of Claims; and (d) other dentist-specific, applicable Claims processing and payment matters necessary to meet the terms and conditions of the Agreement, including determining whether a Claim is a Clean Claim.

b. Under certain circumstances, Delta Dental of Virginia may notify You in writing that You must submit some or all required Dental Services to Delta Dental of Virginia for prior authorization. In the event You fail to submit a Covered Benefit in accordance with Delta Dental of Virginia's written notification, Delta Dental of Virginia may deny, in whole or in part, Claims for Covered Benefits submitted without this authorization. You may not charge our Enrollee for any such denied amount.

c. Delta Dental of Virginia will make available to You, within 10 business days of receipt of Your request, copies of or reasonable electronic access (if available) to all such policies that apply to You or the particular Dental Services that You have identified. In the event the provision of the

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entire policy would violate any applicable copyright law, Delta Dental of Virginia may instead comply with this paragraph by timely delivering to you a clear explanation of the policy as it applies to You or the particular Dental Services that You have identified.

7. Predetermination of Claims. Delta Dental of Virginia will pay a Claim if it has previously determined that the Enrollee's Dental Service is a Covered Benefit or has advised you or the Enrollee in advance of the provision of Dental Services that the Dental Services are Dentally Necessary and Covered Benefits, unless:

a. The documentation for the Claim provided by the person submitting the claim clearly fails to support the claim as originally authorized; or

b. Delta Dental of Virginia's refusal is because (i) another payer is responsible for the payment; (ii) we have already paid the Claim for Dental Services; (iii) the Claim was submitted fraudulently or the authorization was based in whole or material part on erroneous information that you provided to Delta Dental of Virginia, the Enrollee, or another person not related to Delta Dental of Virginia; or (iv) the person receiving the Dental Services was not eligible to receive them on the date of service and Delta Dental did not know, and with the exercise of reasonable care could not have known, of the person's eligibility status.

8. Retroactive Denials; Limitations. Delta Dental of Virginia will not impose any retroactive denial of a previously paid Claim unless it has provided the reason for the retroactive denial and (a) the original claim was submitted fraudulently; (b) the original Claim payment was incorrect because the Dental Services identified on the Claim have already been paid or you did not deliver the Dental Services identified on the Claim; or (c) the time that has elapsed since the date of the payment of the original challenged Claim does not exceed 12 months. Delta Dental of Virginia will notify you at least 30 days in advance of any retroactive denial of a previously paid Claim. All written communications, explanations, notifications, and related dentist responses applicable to this Section 8 shall be delivered electronically in accordance with Section IV, 2 below, entitled "Notices; Electronic Signatures and Communications".

9. Retroactive Denials; Identification. The provisions of the immediately preceding paragraph notwithstanding, Delta Dental of Virginia will not impose any retroactive denial of payment or in any other way seek recovery or refund of a previously paid Claim unless Delta Dental of Virginia specifies in writing the specific Claim or Claims for which it has imposed the retroactive denial or the recovery or refund is sought. Delta Dental of Virginia will include, in the written communication, an explanation why the Claim is being retroactively adjusted.

10. Access to Reimbursement and Other Information. Delta Dental of Virginia's reimbursement policies that apply to You and Delta Dental of Virginia's statement as to the manner in which Claims will be calculated and paid, which apply to You, are included in this Agreement and/or set forth in the Handbook. Furthermore, all material addenda, schedules and exhibits thereto and any policies

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(including those referred to in Subsection 6 of this Section III) that apply to you or the range of Dental Services that you are reasonably expected to provide under the Agreement are included as part of this Agreement.

11. Copyright Laws. In the event that Delta Dental of Virginia's provision of a policy as required under Subsections 6 or 10 of this Section III would violate any applicable copyright laws, Delta Dental of Virginia may instead comply with this section by providing a clear, written explanation of the policy as it applies to You.

12. Payment Method. Delta Dental of Virginia may utilize a third-party payment service provider. Depending on the payment method selected by Dentist, a transaction fee may apply. Alternative payment methods that do not impose a transaction fee will also be available.

SECTION IV: GENERAL PROVISIONS

1. Term. The term of this Agreement shall commence on the later of (a) the Effective Date set forth above or (b) the date on which Delta Dental of Virginia approves Dentist's credentialing, and shall continue until otherwise terminated pursuant to Section 14 below.

2. Notices; Electronic Signatures and Communications.

a. Notices. Any notice, demand, or communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been sufficiently given or served for all purposes on the business day following delivery by electronic means pursuant to Subsection (c) below. Dentist agrees that Delta Dental of Virginia will not be responsible for undelivered and/or unreceived notifications or communications that result from a failure of Dentist to provide Delta Dental of Virginia with and/or maintain current contact information pursuant to Subsection (c) below. Communications from Dentist shall be sent to Delta Dental of Virginia's attention at: ProfessionalRelations@deltadentalva.com

b. Consent to Electronic Signatures. Dentist and Delta Dental of Virginia agree to the use of electronic signatures (including the email exchange of any .PDF or the use of any authenticated electronic signature technology such as DocuSign or Adobe Sign) for this Agreement and any other agreements or documentation entered into or delivered pursuant to this Agreement or in connection with this Agreement. Dentist understands that its electronic signature (and any copy of its wet ink signature delivered via electronic means) has the same effect as a hard copy wet ink signature.

c. Consent to Electronic Communications. Dentist further agrees to receive any communications and notices hereunder by email. Dentist represents to Delta Dental of Virginia that its email address as set forth on the signature page hereto is its correct email address as of the date hereof.

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Participating dentist agreement terms and conditions (continued)

Dentist shall promptly provide Delta Dental of Virginia with any changes to its contact information so that at all times Delta Dental of Virginia has on file an accurate email address where Dentist can receive notices and other communications hereunder electronically.

3. Changes to the Agreement. Delta Dental of Virginia may amend this Agreement at any time by providing You with a written copy of the amendment. No amendment to this Agreement or any addendum, schedule, exhibit or policy thereto (or new addendum, schedule, exhibit or policy) that applies to You (or the range of Dental Services that You are reasonably expected to provide to our Enrollees) will be effective as to You, unless (a) you have been notified in writing of the applicable portion of the proposed amendment (or the proposed new addendum, schedule, exhibit or policy) at least 60 calendar days before its effective date and (b) You have failed to notify Delta Dental of Virginia within 30 calendar days after receipt of the document(s) that you will terminate the Agreement at the earliest date thereafter permitted under the Agreement. The preceding provisions in this paragraph notwithstanding, this Agreement may be amended immediately upon written notice from Delta Dental of Virginia so that we may comply with applicable laws, regulations or other government directives.

4. Assignment. Neither party may assign, subcontract, delegate or transfer its duties or obligations under this Agreement unless the other party expressly consents in writing in advance. Any attempted assignment, subcontract, delegation or transfer not in accordance with the terms of this paragraph is void. There are three exceptions: (a) Delta Dental of Virginia may assign its duties or obligations to any entity that controls, is controlled by, or is under common control with Delta Dental of Virginia now or in the future; (b) Delta Dental of Virginia may assign its duties and obligations to any entity that succeeds Delta Dental of Virginia by merger or other reorganization; and (c) Dentist may delegate clinical responsibilities, as permitted by applicable professional standards and as contemplated under the definition of "Dentist" in Section I.

5. Third Party Beneficiaries. With the exception of (i) Section II, 12, entitled "Hold Harmless" and as such Section 12 pertains to Enrollees, and (ii) any other provision in this Agreement which is expressly stated for the benefit of Enrollees, this Agreement is entered into by and among the parties hereto solely for their benefit. The parties have not created or established any third party beneficiary status or rights in any person or entity that is not a party to this Agreement including, without limitation, any other dentist not subject to this Agreement, other provider, subcontractor or third party. Any individual or entity that is not a party to this Agreement does not have the right to enforce any term or condition of this Agreement or enjoy any benefit of this Agreement.

6. Non-Exclusive Agreement. This Agreement is not an exclusive agreement. In other words, we may enter into similar agreements with other dentists and dental practices, and You are not expected to limit your practice to our Enrollees.

7. Use of Name. By entering into this Agreement, you authorize us to include your name and/or the name of your practice, office address, telephone number, type of practice and other pertinent information of any dental facility or organization at which Dentist delivers Dental Services to

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Participating dentist agreement terms and conditions (continued)

Enrollees in our listing of dentists participating in our Dental Services network(s). We may distribute these listings to (without limitation) Enrollees, groups, other Delta Dental Member Companies, participating dentists, and regulatory agencies. You authorize us to release other identifying information about you that is required by federal or state law or by covered groups subject to applicable confidentiality provisions.

8. Force Majeure. Neither party is in violation of this Agreement for failure to comply with the Agreement's terms and conditions if that failure is due to matters beyond the non-complying party's reasonable control (such as acts of God, insurrection, strike, fire, or power outages), provided that the failure is not caused in material part by the non-complying party.

9. Waiver. Either party's waiver of a breach of this Agreement will not be construed to be a waiver of any subsequent breach. Failure to exercise any right or remedy under this Agreement is not a waiver of the right or remedy. All remedies provided in this Agreement are cumulative.

10. Governing Law. The validity, enforceability, construction, and interpretation of this Agreement or any clause of this Agreement shall be governed by the applicable laws of the Commonwealth of Virginia in effect at the time of such construction or enforcement, except the Commonwealth's choice of laws requirements and federal laws that expressly preempt state laws.

11. Invalid or Unenforceable Provisions. If any provision of this Agreement is held to be illegal, invalid, or unenforceable, that provision is fully severable. If the severed provision is not material to this Agreement's overall purpose and operation, this Agreement will be construed and enforced as if the illegal, invalid or unenforceable provision had never been part of this Agreement. In this case, the remaining provisions will remain in full force and effect. If the severed provision is material to this Agreement's overall purpose and operation, the Agreement will automatically terminate upon its severance.

12. Liability for Acts and Omissions. Except as otherwise provided herein, each party (the "responsible party") is solely responsible for all direct, compensatory, punitive, indirect, consequential, non- economic or other damages of every type, which are assessed against and/or incurred by the responsible party, whether by verdict, settlement or otherwise, and which arise out of or result from: (a) the acts or omissions of the responsible party and/or the responsible party's employees or subcontractors (provided that under no circumstances will we be liable for a dentist's care for, advice to, or treatment of any Enrollee); (b) the responsible party's breach of any duty or obligation arising under the Agreement; or (c) any violation by the responsible party of any federal, state or local statute, regulation, ordinance, ruling and/or judicial or administrative order that applies to the responsible party or its employees or subcontractors.

13. Resolving Disputes.

a. Arbitration and Resolution. In the event of a dispute under the Agreement, which cannot be satisfactorily resolved between the parties' designated representatives, the dispute must be resolved by arbitration in accordance with the rules and regulations of the American Arbitration

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Association, as then in effect. Either party may initiate arbitration by making a written demand for arbitration on the other party within 60 days of the time the dispute arises. Within 30 days of this demand (or as soon thereafter as reasonably practical), the parties shall each designate an arbitrator and give written notice of such designation to the other party. Within 30 days after receipt of such notices (or as soon thereafter as reasonably practical), the two designated arbitrators shall select a third arbitrator and give notice of the selection to both parties hereto. If the dispute involves Dental Necessity or requires professional dental judgment, at least two of the arbitrators will be dentists who have experience with or dental expertise in the subject matter at issue. The three arbitrators shall hold a hearing and decide the matter within 90 days (or as soon thereafter as reasonably practical). The result of the arbitration shall be final and binding upon the parties to the same extent that the parties would have been bound by a legally enforceable judgment with respect to the matter in dispute. Each party will bear the expenses of its designated arbitrator, and the parties shall share equally the expenses of the third arbitrator.

b. Exceptions. Notwithstanding the foregoing provisions of this "Resolving Disputes" paragraph, the following matters are not subject to arbitration or the operation of this arbitration clause: (a) any suit or action, including any counterclaim, cross-claim or third-party claim, in any suit against you pursuant to the Agreement or Delta Dental of Virginia, for indemnity or contribution arising out of the services provided under the Agreement; and (b) "for cause" termination of your participation as a Delta Dental Participating Dentist. The mandatory process for resolving disputes that result from "for cause" termination of a dentist's participation as a Delta Dental Participating Dentist are in the document entitled "Dentist Appeal of Termination," which is attached to and made a part of the Agreement.

c. Limitations on Actions. Each party must provide at least 30 days prior notice to the other party before initiating arbitration or bringing any other legal action against the other party, its officers, employees, agents or representatives. This notice must specify the nature of the dispute and/or causes of action. No arbitration proceeding or other legal action may be brought more than one year after the date on which the causes of action first arose. Damages available as a result of arbitration or any other legal action under the Agreement are limited to the claimant's actual damages that result from the claims asserted. In no event are punitive, indirect, consequential or non-economic damages or damages for emotional distress or mental anguish available under the Agreement.

14. Termination.

a. Termination For Cause. Except as outlined in this section, either party may terminate the Agreement "for cause" if the party seeking termination (i) provides the other party with written notice specifying the nature of the defect giving rise to termination and (ii) affords the other party at least 30 days within which to cure the defect. If, in the judgment of the party seeking termination, the defect cannot be cured within this 30-day period, the effective date

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Participating dentist agreement terms and conditions (continued)

of termination will be the date specified in the notice. In the event your professional license is surrendered, forfeited, or revoked or if you are placed on suspension or fail to renew your professional license within the timeframes required, the Agreement will terminate upon the date of such event.

b. Termination Without Cause. Either party may terminate the Agreement at any time and for any reason by providing at least 90 days prior written notice to the other party.

c. Notice of Termination. You must notify, in writing, all of our Enrollees who are your patients that you are no longer a Delta Dental Participating Dentist. Each of these Enrollees must receive the notice at least 30 days before the Enrollee's next visit after the effective date of termination. If, during the first year following termination of the Agreement, you fail to notify our Enrollee in the manner provided for in this paragraph, you are bound by the terms and conditions of the Agreement for Dental Services provided prior to the Enrollee's receipt of the required notice, including (without limitation) the prohibition against balance-billing the differences between (i) your charges and (ii) the Plan Allowances for the services provided.

d. Obligations after Termination. Termination of the Agreement in whole, or as it relates to any Delta Dental of Virginia program in which you participate, shall have no effect upon the rights or obligations of the parties arising out of any transactions occurring prior to the effective date of termination and the continuing obligations after termination provided for in the Agreement. Termination will not change your obligations under the Agreement for any Enrollee who has begun a course of dental treatment with you. Our Enrollee will continue to receive the benefits of his or her individual or group Delta Dental contract, including (without limitation) your commitment to accept our Plan Allowances as payment in full for Covered Benefits, through the end of his or her course of dental treatment.

13. Appeal of Termination. Any other provision of the Agreement to the contrary notwithstanding, if your participation as a Delta Dental Participating Dentist is terminated "for cause," you must use Delta Dental of Virginia's mandatory appeal process before you take any further legal or administrative action. The document entitled "Dentist Appeal of Termination" describes this mandatory appeal process. Delta Dental will provide more specific information about the appeal process with the notice of termination or upon request.

14. Binding Effect. The Agreement shall be binding upon and inure to the benefit of the parties to the Agreement and their respective heirs, successors and permitted assigns.

15. Independent Contractor. Dentist is an independent contractor. None of the provisions of this Agreement are intended to create or to be construed as creating any employee-employer relationship between Delta Dental of Virginia and Dentist. Dentist shall not subcontract rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of Delta Dental of Virginia.

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DELTA DENTAL®

Medicare Advantage amendment to the participating dentist agreement

The following terms and conditions apply to Dentists who have entered into a Delta Dental Medicare Advantage Participating Dentist Agreement with Delta Dental of Virginia. These terms and conditions are incorporated by reference into the Delta Dental Medicare Advantage Participating Dentist Agreement and, together with all other applicable documentation as referenced in the Delta Dental Medicare Advantage Participating Dentist Agreement, will be referred to herein as the "Agreement".

Dentist agrees that in addition to the terms and conditions set forth in the Agreement with Delta Dental, Dentist will comply with the following regulatory requirements for any enrollees that are covered under a Delta Dental Medicare Advantage™ dental plan. Please note, as identified below some additional regulatory requirements may only apply to certain types of dental plans.

1. Dentist agrees to comply with all applicable Medicare Advantage program and/or contractual requirements, reporting requirements, laws, regulations or instructions, the Medicare Advantage Provider Manual and any other applicable state and federal laws and regulations, as may be amended from time to time, including, without limitation: (1) applicable provisions of federal criminal law, (2) the False Claims Act (31 U.S.C 3729, et. seq.), (3) the anti-kickback statute (section 1128B(b) of the Social Security Act), (4) the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") administrative simplification rules at 45 CFR parts 160, 162, and 164; (5) Title VI of the Civil Rights Act of 1964, (6) the Age Discrimination Act of 1975, (7) the Americans with Disabilities Act, (8) the Rehabilitation Act of 1973; and (9) any reporting requirements to Centers for Medicare and Medicaid Services ("CMS") under 42 C.F.R. § 422.310, to the extent applicable. [42 C.F.R. § 422.504 (i)(4)(v)]

2. Dentist's performance of services under this Agreement shall be consistent and in compliance with Delta Dental's contractual obligations under its Medicare Advantage contract(s). Dentist agrees to cooperate with and assist Delta Dental in its efforts to comply with its Medicare Advantage contract(s) and/or Medicare Advantage rules and regulations and to assist Delta Dental in complying with corrective action plans necessary for Delta Dental to comply with such rules and regulations. Dentist further agrees that nothing in this Agreement shall be construed as relieving Delta Dental of its responsibility for performance of duties agreed to through its Medicare Advantage contracts existing now or entered into in the future with CMS.

3. Dentist acknowledges that Delta Dental has delegated to Dentist responsibility to provide the services set forth in Delta Dental's program requirements. Dentist agrees that he/she may only delegate such responsibilities to another individual or entity upon prior written approval from Delta Dental of a subcontract between Dentist and such provider that: (1) requires the provider to comply with the terms and conditions of the Agreement and this Amendment; (2) specifies the delegated activities and reporting responsibilities applicable to the provider; (3) provides for termination of the subcontract upon notice that the provider failed to comply with this Agreement ; and (4) notifies the

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Medicare Advantage amendment (continued)

provider that the performance of this Agreement is monitored by Delta Dental on an ongoing basis. Dentist acknowledges that Delta Dental, its health partners and/or CMS have the responsibility of monitoring the parties' obligations under this Agreement. [42 C.F.R. § 422.504 (i)(4) and (5)]

4. Delta Dental will make available to, and Dentist agrees to comply with, any applicable policies and procedures relating to its Medicare Advantage program, In addition, Dentist agrees to complete on an annual basis Delta Dental's Fraud, Waste and Abuse & Compliance Training as well as any other training that may be required. Dentist agrees to report any actual or suspected compliance concerns or fraud, waste and abuse to Delta Dental. Dentist further agrees to cooperate with the activities and/or requests of any independent quality review and improvement organization utilized by and/or under contract with Delta Dental as related to the provision of services to Medicare Advantage Members.

5. Dentist will comply with the confidentiality and enrollee record accuracy requirements, including: (1) abiding by all federal and state laws regarding confidentiality and disclosure of medical records, or other health and enrollment information, (2) ensuring that medical information is released only in accordance with applicable federal or state law, or pursuant to court orders or subpoenas, (3) maintaining the records and information in an accurate and timely manner, and (4) ensuring timely access by enrollees to the records and information that pertain to them. Dentist will safeguard enrollee's privacy and confidentiality and ensure the accuracy of enrollee's health records. Dentist further agrees to safeguard the privacy of any information that identifies a particular enrollee and have procedures that specify: (i) for what purposes the information will be used within the Dentist's organization; and (ii) to whom and for what purposes it will disclose the information outside the Dentist's organization. [42 C.F.R. §§ 422.504(a)(13), 422.504(l)(3),and 422.118]

6. Dentist agrees to maintain complete and accurate records, books, documents and papers related to the provision of services to Medicare Advantage Members and/or as related to Dentist's obligations under this Agreement (the "Records"). Dentist agrees to maintain these Records for a period of at least 10 years from the later of: (1) the date of termination or expiration of the Medicare Advantage agreement between Delta Dental and CMS, and any amendments or extensions thereto; or (2) the final date of completion of any audit. Upon request by Delta Dental, Delta Dental's health partners, CMS, HHS, the Comptroller General, other federal or state regulatory agencies, or their designees, Dentist shall provide timely access to these Records. Dentist understands that by participating in this network, these entities or individuals have the right to audit, evaluate, and inspect their books, contracts, computer or other electronic systems, including medical records and documentation. Dentist agrees to fully cooperate with any such audits or document requests. [42 C.F.R. §§ 422.504(i)(2)(i) and (ii)]

7. Dentist agrees to provide Delta Dental with all information and data necessary for Delta Dental to meet its reporting requirements under any applicable Medicare Advantage program, including any reports on complaints or grievances. Dentist shall certify the accuracy, completeness, and truthfulness of all information submitted to Delta Dental.

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Medicare Advantage amendment (continued)

8. Should Delta Dental become insolvent or discontinue operations, or should Dentist's Agreement be terminated (except for instances where Delta Dental has terminated this Agreement for cause), Dentist agrees to continue to provide covered services to enrollees to complete dental procedures that were already commenced but not finished prior to the insolvency, discontinuance of operations or termination of this Agreement. Delta Dental shall reimburse Dentist for all services rendered pursuant to this section at the rate specified in the applicable Agreement and Dentist shall accept such payment, together with any authorized coinsurance, deductible, or co-payment, as payment in full.

9. Dentist agrees to schedule enrollees and provide dental treatment according to the applicable standards of the dental profession. The services provided to enrollees shall be determined solely by professional standards of care and shall be made without regard to the enrollee's eligibility for dental benefits. Dentist shall not discriminate or differentiate in the treatment of, charges to, or the quality of service to any enrollees because of race, gender, gender identity, color, age, sexual orientation, religion, national origin, ancestry, disability, handicap, place of residence, health status, or source of payment. Dentist agrees to not impose any limitations on the acceptance of treatment of enrollees not imposed on other patients. Dentist shall contact Delta Dental if an enrollee requests or requires interpretive services and such services shall be arranged by Delta Dental at no cost to the enrollee or Dentist.

10. Dentist agrees to verify enrollee's eligibility to receive covered services on the day of treatment and shall be responsible for informing enrollees of potential risks and/or benefits of recommended treatment and available alternatives prior to rendering such services. In addition, prior to rendering any non-covered services to any Medicare Advantage enrollee, Dentist shall comply with the procedures and CMS requirements for billing a Medicare Advantage Enrollee for non-covered services.

11. Dentist agrees that in no event (including but not limited to nonpayment by Delta Dental, insolvency by Delta Dental, or breach of this Agreement), shall the Dentist bill, charge, collect a deposit from, seek payment or reimbursement from, or have any recourse against an enrollee, or person acting on behalf of the enrollee, for covered services provided pursuant to this Agreement. This does not prohibit the Dentist from collecting for any non-covered Services, or coinsurance, deductibles, or copayments as specifically provided for in the enrollee's Dental Benefits Handbook. Further, Dentist shall not hold an enrollee liable for any payment or fees that are the legal obligation of Delta Dental, or the payor issuing the dental benefits contract administered by Delta Dental. Dentist further agrees that: (i) this provision shall survive the expiration or termination of this Agreement regardless of the cause giving rise to expiration or termination and shall be construed to be for the benefit of the Member; (ii) this provision supersedes any oral or written contrary agreement now existing or hereafter entered into between Dentist and Member or persons acting on their behalf; and (iii) this provision shall apply to all employees, agents, trustees, assignees, subcontractors, and independent contractors of Dentist, and Dentist shall obtain from such persons specific agreement to this provision. Dentist further acknowledges and agrees that any payment

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Medicare Advantage amendment (continued)

received from Delta Dental for services provided to Medicare Advantage members is derived, in whole or in part, from federal funds received by Delta Dental from CMS. [42 C.F.R. §§ 422.504(i)(3)(i) and 422.504(g)(1)(i)]

12. Dentist certifies that neither he or she, nor any of his or her employees, subcontractors or independent contracts are on the CMS Preclusion List, HHS_OIG LEIE, or the System for Award Management (SAM.gov) Exclusions. Further, Dentist agrees that he or she does not have any state or federal sanctions pending against him or her. In the event Dentist violates any provisions contained within this section, this Agreement will no longer be applicable and Delta Dental may, at its discretion, terminate this Agreement immediately. The termination shall be effective as of the date of such occurrence. Any payments made to Dentist for covered services under this Amendment provided after the effective date of the termination shall be promptly returned to Delta Dental.

13. On all claims for payment, Dentist shall submit: 1) Type 1 NPI (Rendering); 2) if applicable, Type 2 NPI (Billing), 3) TIN; and 4) Service office address. Note: NPI 2 is required for group practices and/or incorporated solo providers.

14. Dentist shall abide by the prohibition on payments for provider-preventable conditions, as set forth in the Medicare Advantage Provider Manual and federal regulation at 42 C.F.R. § 447.26.

15. If Dentist treats an enrollee in a hospital, he/she agrees to maintain clinical privileges in good standing at the hospital designated as the admitting facility and as the site of delivery for dental care performed by Dentist.

16. Delta Dental shall reimburse all Clean Claims (defined below) submitted by Dentist within thirty (30) days of the date Delta Dental receives the Clean Claim from Dentist. A Clean Claim is a claim that has no defect, impropriety, lack of any required substantiating documentation or particular circumstance requiring special treatment that prevents timely payment.

17. Delta Dental shall defend, indemnify, and hold harmless Dentist from any claims, losses, damages, costs, expenses or liabilities arising out of or related to Delta Dental's breach of Agreement or violation of any applicable state or federal law. Dentist shall defend, indemnify, and hold harmless Delta Dental, its employees, officers, directors, or agents, from any claims, losses, damages, costs, expenses or liabilities arising out of or related to Dentist's breach of this Agreement or violation of any applicable state or federal law. A party seeking indemnification shall (i) promptly notify the indemnifying party in writing of the claim, suit or proceeding for which indemnification is sought; (ii) permit the indemnifying party to control the defense or settlement of the claim, suit or proceeding; (iii) reasonably cooperate with the indemnifying party (at the indemnifying party's expense); and (iv) have the right to provide for its separate defense at its own expense. In no event, shall the indemnifying party settle a claim, suit or proceeding without first obtaining the written consent of the other party. Any release obtained as a result of settlement must contain a release of all claims against the non-indemnifying party as well as its officers, directors and employees.

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Medicare Advantage amendment (continued)

18. This Agreement may be terminated as follows:

a. Immediately, by Delta Dental, upon termination or expiration of the Medicare Advantage Agreement between Delta Dental and CMS.

b. Upon 10 days' written notice to Dentist, by Delta Dental for any of the following causes: (1) failure of Dentist to maintain licenses or certifications required to operate in conformity with this Agreement; (2) Dentist's breach of this Agreement; (3) failure of Dentist to refund amounts which are due to Delta Dental as a result of overpayment within thirty (30) days of the date Delta Dental notifies Dentist of the overpayment; (4) inclusion of Dentist on the CMS Preclusion List, HHS_OIG LEIE, or the System for Award Management (SAM.gov) Exclusions; or (5) Dentist's failure to comply with any applicable federal or state laws, rules or regulations, or Medicare policies.

c. Upon 10 days' written notice to Delta Dental, by Dentist for any of the following causes: (1) failure of Delta Dental to make payments required under this Agreement within thirty (30) days of Dentist's written notice to Delta Dental identifying the unremitted payments and clear proof that the payments are due and owing; (2) failure of Delta Dental to maintain licenses or certifications required to operate in conformity with this Agreement; or (3) Delta Dental's material breach of this Agreement.

d. Without cause, by either party, upon 60 days' prior written notice to the other party. Notwithstanding notice of termination of this Agreement, the Dentist is obligated to provide services to Covered Persons in accordance with the terms of this Agreement until the effective date of such termination of this Agreement.

19. Delta Dental may unilaterally amend this Agreement, and or its policies and procedures at any time to comply with changes in laws or regulations applicable to this Agreement and the services provided by Dentist for enrollees. Delta Dental will use its best efforts to provide written or electronic notice to Dentist at least forty-five (45) days in advance of the effective date of the change unless a shorter time frame is required under applicable state or federal law. Unless otherwise required by federal or state regulatory authorities, the signature of Dentist will not be required for any such amendment

DELTA DENTAL®

Delta Dental of Virginia provider appeal of termination

POLICY

In an effort to provide Delta Dental of Virginia's Participating Dentists with a means to resolve grievances that arise from "for cause" terminations of participation in Delta Dental of Virginia's provider networks, Delta Dental of Virginia provides the dentist whose participation in a Delta Dental of Virginia provider network has been terminated with a means to appeal the decision and obtain a reversal (if appropriate).

This process is designed to give the Participating Dentist a better understanding of the circumstances giving rise to termination, an opportunity to be heard on the issue(s) that resulted in termination and obtain a reversal if determined to be appropriate in Delta Dental of Virginia's sole discretion. This process is a firm prerequisite to legal action, meaning that the Participating Dentist must avail himself or herself of this process before bringing any action or seeking any redress in the courts.

APPEAL PROCESS

A Participating Dentist, whose participation in one or more of Delta Dental of Virginia's provider networks is terminated by Delta Dental of Virginia, may submit a written request to appeal the termination decision within 30 days after the date of Delta Dental of Virginia's termination letter. The appeal letter should include sufficient detail for Delta Dental of Virginia to evaluate the merits of the appeal. All documentation that supports a reversal should be included.

Delta Dental of Virginia will evaluate the appeal and furnish the appealing Participating Dentist a written decision on the outcome of the appeal within 30 calendar days following receipt of the appeal. Delta Dental of Virginia may extend the time within which to respond by notifying the appealing Dentist of the anticipated date of the appeal determination.