

# DeltaCare Orthodontic Services Participating Dentist Agreement

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

## Bills, Payments and Other DeltaCare Orthodontic Program Requirements

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

1. **Bills and Payments.** In the DeltaCare program, Covered Orthodontic Benefits must be furnished by an orthodontist who participates in our DeltaCare Orthodontic Services network. We do not make payment for Covered Orthodontic Benefits in our DeltaCare program. Under this program, you agree to bill the DeltaCare Enrollee directly and the DeltaCare Enrollee is expected to pay you directly for all Covered Orthodontic Benefits, subject to the following:
  - a. **Payments.** The DeltaCare Enrollee’s payments for Covered Orthodontic Benefits are based on our DeltaCare Orthodontic Allowances. You agree (i) to bill the DeltaCare Enrollee directly in an amount that does not exceed the DeltaCare Orthodontic Allowance for the Covered Orthodontic Benefit and (ii) to accept the DeltaCare Orthodontic Allowance from the DeltaCare Enrollee as payment in full for the Covered Orthodontic Benefits that you provide. For DeltaCare Enrollees whose treatment plans extend beyond an initial 24 months of active treatment, you agree to accept from the DeltaCare Enrollee an office visit fee that does not exceed \$75 per month.
  - b. **Orthodontic Benefits; Optional Treatment.** If Enrollee elects a procedure that is considered optional under the DeltaCare program (e. g. European or removable appliance therapy), you will not charge the DeltaCare Enrollee more than the difference between the Delta Dental Premier Allowance for the optional procedure and the Delta Dental Premier Allowance for the less costly procedure.
2. **DeltaCare Groups; Enrollee Eligibility.** From time to time during the term of this Agreement, we will notify you in writing of the names of new and renewing groups in which DeltaCare Enrollees are entitled to Covered Orthodontic Benefits. We will specify the nature and extent of the Covered Orthodontic Benefits to which these DeltaCare Enrollees are entitled. We determine a person’s eligibility based on the most current information in our group and individual enrollment records.

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**3. Insolvency or Breach.** You agree that in no event, including but not limited to our non-payment, insolvency or breach of this Agreement, will you bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against DeltaCare® Enrollees for Dental Services in excess of the amounts that you have agreed to accept as payment in full pursuant to this DeltaCare Orthodontic Services Agreement. This provision does not prohibit collection of DeltaCare Orthodontic Allowances or, if subject to the provisions of paragraph 1.b. of this document, Delta Dental Premier Allowances, either or both of which are billed in accordance with the terms and conditions of this Agreement. You further agree that (a) this provision shall survive the termination of this Agreement regardless of the cause giving rise to such termination and shall be construed to be for the benefit of the DeltaCare Enrollee; and (b) this provision supersedes any oral or written agreement to the contrary now existing or hereafter entered into between you and the DeltaCare Enrollee or persons acting on the DeltaCare Enrollee's behalf.

In this Agreement, the following terms have these meanings:

- 1. Covered Orthodontic Benefits** mean active comprehensive Orthodontic Services that are furnished by an orthodontist who participates in Delta Dental of Virginia's DeltaCare network. Covered Orthodontic Benefits include the initial examination, diagnosis, consultation, initial banding, and 24 months of active treatment. They also include debanding and the retention phase of treatment. Covered Orthodontic Benefits for the retention phase include the initial construction of, placement of, and adjustments to retainers and office visits for a maximum of 24 months.
- 2. DeltaCare Enrollee** means an individual who is properly enrolled in, or otherwise eligible to receive Covered Benefits under, Delta Dental of Virginia's DeltaCare contract with the group or individual on the date on which services are provided. For the purposes of this DeltaCare Orthodontic Services Agreement, when the term "Enrollee" is used in the "Terms and Conditions" attachment, it means a DeltaCare Enrollee.
- 3. DeltaCare Orthodontic Allowance** means the payment allowance that Delta Dental of Virginia has established for the Covered Orthodontic Benefit that a DeltaCare Enrollee receives from an orthodontist who participates in Delta Dental of Virginia's DeltaCare program. For the purposes of this DeltaCare Orthodontic Services Agreement, when the term Plan Allowance is used in the "Terms and Conditions" attachment, it means the DeltaCare Orthodontic Allowance.
- 4. Delta Dental Premier Allowance** means the lowest of (a) the fee that Dentist bills Delta Dental of Virginia or (b) the payment allowance that Delta Dental of Virginia has established for the Orthodontic Service that the DeltaCare Enrollee receives. For the purposes of paragraph 1.b. of this document, when the term Plan Allowance is used in the "Terms and Conditions" attachment, it means the Delta Dental Premier Allowance.
- 5. Orthodontic Services** mean comprehensive orthodontic treatment that consists of repositioning all or nearly all of the permanent teeth in an effort to make the patient's occlusion as ideal as possible.

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## Multiple Dentists and/or Dental Office Locations

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

## Instructions for the DeltaCare Orthodontic Services Dentist

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

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

# DeltaCare Orthodontic Services Participating Dentist Agreement

## Signature Page

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

### To be completed by Dentist:

Dentist Signature

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Date

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Dentist Name (Print)

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Office Street Address

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City, State, Zip

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Phone

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Federal Tax I.D. or Social Security Number

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National Provider Identifier (NPI)

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### To be completed by Delta Dental of Virginia Representative:

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

Date accepted by Delta Dental of Virginia

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Delta Dental of Virginia Representative's Initials

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