Participating Dentist Agreement  
with United Concordia Companies, Inc.

Under the applicable laws of the State of Virginia, I am duly authorized to engage in the practice of dentistry. In consideration for being registered as a participating dentist in the Fee for Service Dental Network (the “Network”) of United Concordia Companies, Inc. and its affiliates (collectively, “United Concordia), I (“Dentist”) do hereby agree as follows:

1. a. Dentist acknowledges that United Concordia, on consideration of certain Selection Criteria, may decline to enroll, or to retain, providers in the Fee for Service Dental Network. Dentist shall submit a Credentialing Application attesting to information relevant to the Selection Criteria upon application for acceptance to the network, and thereafter upon request. The Selection Criteria will comply with any state regulatory requirements (which may differ depending on Dentist’s state of licensure) and will be available to all participating dentists. Dentists may appeal any decision regarding selection or retention for the Network through United Concordia’s appeal process.

b. Dentist represents and warrants that he/she is licensed to practice in the aforementioned State and that such license has not been suspended, revoked or limited within the past five (5) years. Dentist further represents and warrants that his/her employees and facilities are licensed to the extent required by State law and shall only provide those services to Members as defined within the scope of their respective licenses. All of Dentist’s rights and United Concordia’s obligations under this Agreement are conditioned upon Dentist’s and his/her employees continued maintenance of such licensure with no restrictions. United Concordia may begin the process to terminate this Agreement immediately upon notice if Dentist’s licenses is suspended, revoked or limited in any way or if Dentist’s conduct may result in immediate injury or damage to the health/safety of any Member.

c. During the term of this agreement, the Dentist agrees to maintain professional liability insurance at : (a) the level required by any applicable state mandate, (b) $200,000 per occurrence and $600,000 for aggregate occurrences, or (c) other level acceptable to United Concordia, based on accepted standards in Dentist’s geographic area and risk factors applicable to Dentist’s practice.

d. Dentist agrees to accept communications from United Concordia via mail, facsimile or e-mail at the addresses/numbers shown on Dentist’s Credentialing Application.

2. Dentist agrees to participate at all practice locations with all United Concordia Fee for Service Programs and in programs of a customer of United Concordia that has been given access to the Fee for Service Network. Dentist agrees to comply with all claim submission procedures and requirements as provided for in contracts adopted or entered into by United Concordia. United Concordia will advise Dentist of such claim submission procedures and requirements.

3. Dentist agrees to report all covered services for eligible Members on a timely basis following the date the services were rendered using an ADA claim form or other form acceptable to United Concordia.

4. Dentist agrees to accept his/her charge or the United Concordia Maximum Allowable Charge, whichever is lower, as payment in full for covered services and to bill the Member only for applicable deductibles, coinsurance, or amounts exceeding contractual maximums. In agreeing to this provision, Dentist understands that the most current applicable versions of the Maximum Allowable Charge (MAC) schedules will apply to reimbursement for all covered services.
5. Dentist may bill a Member his/her usual fee for non-covered services.

6. Dentist agrees that the services provided and charges made to United Concordia Members shall be consistent with those to his/her other patients.

7. Dentist may not bill a Member for charges itemized and distinguished from the professional services provided, including, but not limited to, office overhead expenses, fees for completing claim forms, OSHA compliance surcharges, or costs of submitting additional information to United Concordia.

8. The determination of coverage for any services performed by Dentist for a Member are covered by that Member's contract shall be made by United Concordia. Fees for covered services deemed not medically necessary shall not be collected from the Member unless the Dentist informs the Member of his/her financial liability, and the Member chooses to receive the service. The Dentist should appropriately note such notification to the Member in his records.

9. Dentist shall be responsible, at all times, for maintaining emergency coverage provided in accordance with the guidelines of the ADA or applicable state laws.

10. Dentist will maintain accurate and complete dental records for all Members enrolled in the Plan.

11. Dentist shall furnish any information deemed necessary by United Concordia to make determinations of coverage and shall permit United Concordia representatives to make reasonable examinations of his/her clinical records, including x-rays, relating to covered services when such examination is necessary to resolve any question concerning such services.

12. Dentist is not an employee of United Concordia, and United Concordia shall do nothing to interfere with the customary Dentist-patient relationship.

13. All personally identifiable information about United Concordia dental plan Members ("Protected Health Information") is subject to various privacy standards, including the regulations adopted by the Department of Health and Human Services under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 45 CFR Parts 160, 162 and 164, and various state statutes and regulations protecting individual privacy. The parties will use or disclose Protected Health Information received from the other only as permitted by such privacy standards, or to comply with judicial process or regulatory mandate.

14. Dentist shall indemnify and hold harmless United Concordia, those groups which have entered into contracts with United Concordia, and Members from any and all claims, liability, cost, damage or expense, for or as a result of any damage or loss occurring by reason of any failure by Dentist to comply with this Agreement, or as a result of any negligence, misfeasance, malfeasance or malpractice on the part of Dentist in performing services for Members.

15. United Concordia shall indemnify and hold harmless Dentist from any and all claims, liability, cost, damage or expense to the extent that such claims, liability, costs, damages, or expenses are solely caused by the negligence, misfeasance, malfeasance, or nonfeasance on the part of United Concordia.

16. Dentist agrees not to discriminate in the treatment of Members as to the quality of service delivered because of race, sex, marital status, veteran status, age, religion, color, creed, sexual orientation, national origin, disability, place of residence, health status or method of payment.
17. This agreement shall be effective only upon acceptance by United Concordia and shall continue in effect thereafter, until terminated by either party according to the following provisions:
   a. Dentist may terminate this Agreement upon sixty (60) days prior written notice.
   b. United Concordia may terminate this Agreement within ninety (90) days notice or immediately if Dentist fails to comply with the terms of this Agreement.
   c. United Concordia may terminate this Agreement if Dentist no longer meets the Selection Criteria.

18. This Agreement shall be assignable by United Concordia to a subsidiary, affiliate, or Successor Corporation with sixty (60) days written notice. Dentist may refuse participation under assigned agreement with sixty (60) days written notice.

19. The terms set forth in the attached “TDP ADDENDUM TO THE PARTICIPATING DENTIST AGREEMENT WITH UNITED CONCORDIA COMPANIES, INC.” shall govern all services provided to individuals enrolled in the Department of Defense TRICARE Dental Program.

20. This Agreement incorporates the provisions required by Virginia State Law as set forth in the attached VIRGINIA STATE LAW PROVISIONS ADDENDUM TO ALL FORMS OF THE PARTICIPATING DENTIST AGREEMENT WITH UNITED CONCORDIA COMPANIES, INC.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first below written.

UNITED CONCORDIA COMPANIES, INC.

Date: _____________________________  By: _____________________________
Print: _____________________________
Title: _____________________________

PROVIDER

Date: _____________________________  By: _____________________________
  (Print Name)
Telephone No.: (     ) ____________________________
SS No.: _____________________________
Tax ID No.: ____________________________
License No.: ____________________________
Expiration Date: ____________________________
Specialty: ____________________________
Specialty License No.: ____________________________
Expiration Date: ____________________________
Date of Birth: ____________________________

EACH PROVIDER IN PRACTICE SHOULD SIGN A SEPARATE AGREEMENT
***PLEASE ATTACH A COPY OF YOUR CURRENT DENTAL LICENSE***
VIRGINIA STATE LAW PROVISIONS ADDENDUM TO ALL FORMS OF THE PARTICIPATING DENTIST AGREEMENT WITH UNITED CONCORDIA COMPANIES, INC.

The following provisions required by the Virginia Insurance Code 38.2-3407.15 are added to all forms of the Participating Dentist Agreement with United Concordia Companies, Inc., (referred to herein as the “Agreement”). These provisions replace related provisions in any previous agreements, addenda or amendments thereto. This Addendum is effective for Agreements entered into, amended, extended or renewed on or after January 1, 2006.

United Concordia will adhere and comply with the following minimum fair business standards in the processing and payment of claims for dental care services. These provisions do not apply to self-insured group contracts or federal contracts.

a. United Concordia will pay any claim within forty (40) days of receipt except where its payment obligation is not reasonably clear due to the existence of a reasonable basis that is supported by specific information available to Dentist that:

1) the claim is not a clean claim, as determined in good faith by United Concordia, based on (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

2) the claim was submitted fraudulently.

United Concordia will maintain a written or electronic record of the date of receipt of a claim and will permit Dentist or other person submitting the claim to inspect the record upon request and rely on the record, including, without limitation, electronic or facsimile confirmation of receipt of the claim.

b. United Concordia will request electronically or in writing within thirty days after receipt of a claim from Dentist, the information and documentation United Concordia believes will be required to process and pay the claim or to determine if the claim is a clean claim. Upon receipt of the additional information requested as necessary to make the original claim a clean claim, United Concordia will pay the claim in compliance with Title 38.2, Section 3407.15 of the Virginia Code. United Concordia will not refuse to pay a claim for dental care services rendered which are covered benefits if United Concordia failed to notify or attempt to notify Dentist of any additional information required within 30 days of receipt of a claim, unless such failure was caused in material part by Dentist. United Concordia may retroactively deny payment of such claim unless such action would violate section f. below. United Concordia is not required to pay a claim which is not a clean claim.

c. United Concordia will pay any interest owing or accruing on a claim in accordance with Title 38.2, Sections 38.2-3407.1 or 38.2-4306.1 of the Virginia Code within sixty (60) days of claim payment.
d. United Concordia will establish reasonable policies to permit Dentist to: 1) confirm in advance during normal business hours by free telephone or electronic means whether the dental care services to be provided are dentally necessary and a covered benefit and 2) determine United Concordia's requirements applicable to Dentist. These requirements may include (i) pre-certification or authorization of coverage decisions, (ii) retroactive reconsideration of a certification or authorization of coverage decision or retroactive denial of a previously paid claim, (iii) provider-specific payment and reimbursement methodology, coding levels and methodology, downcoding, and bundling of claims, and (iv) other provider-specific, applicable claims processing and payment matters necessary to meet United Concordia's requirements, including determining whether a claim is a clean claim. United Concordia routinely, as a matter of policy, bundles or downcodes claims submitted by Dentist in accordance with its dental payment policies. Dentist may use the following facsimile number, 717-260-7190, to request the specific bundling and downcoding policies United Concordia reasonably expects to apply to Dentist's services on a routine basis as a matter of policy. United Concordia shall provide such policies to requesting Dentist within 10 business days following the date United Concordia receives the request.

e. United Concordia will make available within ten (10) business days of receipt of a request, copies of or reasonable electronic access to all such policies which are applicable to Dentist or to particular dental care services identified by Dentist. In the event provision of such policies would violate any applicable copyright law, United Concordia will timely deliver a clear explanation of the policies as applies to the provider and to any dental care services identified by the provider.

f. United Concordia will pay a claim if United Concordia has previously authorized the dental care service or has advised Dentist or subscriber in advance that the dental care services are dentally necessary and a covered benefit, unless:

1) The documentation for the claim clearly fails to support the claim as originally authorized; or

2) The refusal is because (i) another payor is responsible for the payment, (ii) Dentist has already been paid for the dental care services identified on the claim, (iii) the claim was submitted fraudulently or the authorization was based in whole or material part on erroneous information provided to United Concordia by Dentist, subscriber, or other person not related to United Concordia, or (iv) the person receiving the dental care services was not eligible to receive them on the date of service and United Concordia did not know, and with the exercise of reasonable care could not have known, of the person's eligibility status.

g. United Concordia will not retroactively deny a previously paid claim unless United Concordia has provided the reason for the retroactive denial and 1) the original claim was submitted fraudulently, 2) the original claim payment was incorrect because Dentist was already paid for the dental care services identified on the claim or the dental care services identified on the claim were not delivered by Dentist, or 3) not more than 12 months have lapsed since the payment of the original challenged claim. United Concordia will notify a provider at least 30 days in advance of any retroactive denial of a claim.

h. Notwithstanding section f with respect to provider agreements entered into, amended, extended, or renewed on or after July 1, 2004, United Concordia shall not impose any retroactive denial of payment or in any other way seek recovery or refund of a previously paid claim unless United Concordia specifies in writing the specific claim or claims for which the retroactive denial is to be imposed or the recovery or refund is sought. The written communication shall also contain an explanation of why the claim is being retroactively adjusted.

i. United Concordia shall establish in writing its claims payment dispute mechanism and make this mechanism available to Dentist.
j. United Concordia shall permit Dentist and Dentist shall discuss treatment options with members.

United Concordia will include or attach at the time this Agreement and Addendum are presented to Dentist for execution: a) any applicable fee schedule, reimbursement policy or statement as to the manner in which claims will be calculated and paid, and b) all material addenda, schedules and exhibits thereto and any policies applicable to Dentist or to the range of dental care services reasonably expected to be delivered by Dentist under the Agreement. In the event that the provision of a policy, schedule, statement, exhibit, or addenda would violate any applicable copyright law, United Concordia may instead provide a clear, written explanation as applies to Dentist.

No amendment to this Agreement, any addenda, schedule, exhibit or policy thereto or new addenda, schedule, exhibit or policy applicable to Dentist or to the range of dental care services reasonably expected to be delivered by Dentist shall be effective as to Dentist, unless United Concordia has been provided Dentist with the applicable portion of the proposed amendment or proposed new addenda, schedule, exhibit or policy at least sixty (60) calendar days before the effective date. If Dentist has not notified United Concordia in writing within thirty (30) calendar days of receipt of the documentation of his/her intention to terminate the Agreement at the earliest date thereafter permitted under this Agreement, such document shall become effective and binding without further action by Dentist or United Concordia. In the event that the provision of a policy, schedule, statement, exhibit, or addenda would violate any applicable copyright law, United Concordia may instead provide a clear, written explanation as applies to Dentist.