

**DeCARE DENTAL NETWORKS, LLC - UNIFORM POLICIES & PROCEDURES (“UPP”)**

**SCOPE:** DeCare Dental Networks, LLC (“DDN”) establishes a Contracting Dentist Agreement with Dentists to provide Dental Services to Plan Client’s Covered Persons. DDN maintains contracts with Dentists who meet specified network participation requirements as identified in these policies and procedures.

**PURPOSE:** These UPPs inform Dentists of the servicing requirements for dental plan administration established by group purchasers, regulatory agencies and Plan Clients and ensure that Dentists are informed regarding the consequences of failing to comply with the Contracting Dentist Agreement and the UPP. This document is part of the Agreement and identifies the Agreement requirements. DDN is not an insurance company. DDN provides Covered Persons, enrolled in a Dental Plan issued or sponsored by DDN’s Plan Client(s), access to a network of contracted, licensed Dentists.

**DEFINITIONS**

**Covered Person(s):** Any person entitled to receive Covered Services under a Dental Plan(s) issued, administered or sponsored by DDN Plan Client.

**Covered Service(s):** The Dental Services for which payment may be made, consistent with the Dental Plan, subject to the exclusions, limitations, coinsurance, deductibles, annual maximums and other terms of the Dental Plan.

**Dentist(s):** A Doctor of Dental Surgery (D.D.S.), or Doctor of Medical Dentistry (D.M.D.) legally authorized to provide Dental Services in the State in which the Dentist practices and who has available the necessary dental care resources to provide Covered Services to Covered Persons pursuant to this Agreement, and who is either employed or contracted by a Dentist who has entered into this Agreement.

**Dental Plan(s):** The benefit issued, sponsored or administered by DDN Plan Clients through which Covered Persons receive Covered Services.

**Dental Services:** All services or class of services, supplies, drugs, equipment or education which a licensed Doctor of Dental Surgery (D.D.S.) or Doctor of Medical Dentistry (D.M.D.) is legally authorized to perform or provide in the State(s) in which the Dentist practices, consistent with applicable state statutes, rules or regulations.

**DDN Allowance:** The lesser of the Contracting Dentist’s charge or DDN’s Maximum Schedule of Allowance for an individual Dentist, and reimbursed to a Contracting Dentist by a Plan Client for a Covered Service under a Dental Plan.

**Immediate Termination:** Immediate Termination of a Contracting Dentist’s Agreement occurs upon verification by DDN of the loss or suspension of a Dentist’s license to practice dentistry, or for breach of the Agreement.

**Contracting Dentist:** A Dentist who applies to become a Contracting Dentist with DDN and whose application is approved and accepted by DDN.

**Plan Client(s):** A client or customer of DDN who signs an agreement with DDN to use the national DDN network of Contracting Dentists to provide Dental Services to Covered Persons enrolled in Dental Plans.

**Pre-Estimate of Benefits:** The “Pre-Estimate of Benefits” or costs is a valuable tool for the Dentist and the Covered Person. Submitting a Pre-Estimate of Benefits, allows the dentist and Covered Person to know what benefits are available for the Covered Person before beginning treatment. The Pre-Estimate of Benefits will outline the Covered Person’s responsibility to the Contracting Dentist for co-payments, deductibles and non-covered services. This will assist the Dentist and Covered Person with any necessary financial arrangements before treatment begins. This process does not pre-authorize the treatment nor determine its dental or medical necessity. The estimated plan payment is based on the Covered Person’s current eligibility and Covered Services, at the time the Pre-Estimate of Benefits is issued. Submission of other claims, changes in Covered Person’s eligibility, or changes in Covered Services may alter final payment.

**Maximum Schedule of Allowance:** A specific fee determined by DDN and used to determine the DDN Allowance reimbursed to the Contracting Dentist by a Plan Client for a Covered Service under a Dental Plan, and generally codified by reference to ADA CDT codes.

**Utilization Review and Management System (URMS):** Analytical method and/or clinical review methods used to evaluate Dentists’ utilization and patterns of practice, based on submitted claims.

**Termination:** The ending of a DDN Contracting Dentist Agreement with a Dentist upon thirty (30) days written notice.

**REQUIREMENTS FOR DENTISTS CONTRACTING WITH DDN**

Any doctor of dentistry, licensed under the laws of any state of the United States or other U.S. jurisdiction, is eligible to become a Contracting Dentist.

**GENERAL PROVISIONS**

A Contracting Dentist may be asked to submit and receive a Pre-Estimate of Benefits for non-emergency and major restorative, prosthetic, periodontal and orthodontic Dental Services and to accept payment from DDN or DDN’s Plan Clients for specific Dental Services. A Contracting Dentist agrees not to receive or attempt to collect additional compensation from Covered Persons that exceeds DDN’s Allowance, except for the amount of contract deductibles, coinsurance, co-payments, and other stated obligations under the Covered Person’s coverage as shown on a Covered Person’s explanation of benefits statement provided by the Plan Client. A Contracting Dentist agrees to comply with

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**DDN's Utilization Review and Management System**, as communicated by **DDN** in writing.

**INSURANCE**

A **Contracting Dentist** shall maintain professional liability and malpractice insurance coverage in the amount of \$1,000,000 per incident/\$3,000,000 aggregate.

**AMENDMENT OR NOTIFICATION OF CHANGES TO THE UPP**

A **Contracting Dentist** agrees that **DDN** may amend the **UPP** or change the level of reimbursement and **Maximum Schedule of Allowance** upon thirty (30) days written notice of the amendment or changes.

**USE OF INFORMATION**

A **Contracting Dentist** agrees to allow **DDN** to publish the **Contracting Dentist's** name, dental office name, address, phone number, specialty and if any special languages are spoken, in directories published for access by **Covered Persons**.

**REIMBURSEMENT**

Reimbursement by a **Plan Client** is **DDN's Allowance**, which is the lesser of: (1) the **Contracting Dentist's** charge or (2) the current **Maximum Schedule of Allowance** applicable on the date a claim is received, minus any patient co-payments, coinsurance, and deductibles as provided under the **Dental Plan** of the **Covered Person**.

**PAYMENT FOR DENTAL SERVICES RENDERED BY CONTRACTING DENTISTS**

When **Dental Services** are rendered to a **Covered Person** by a **Contracting Dentist**, payment of the **Dental Plan's** obligation is determined by the **Covered Person's** Dental Plan coverage in effect on the date **Dental Services** are provided and such payment, if any, is made directly to the **Contracting Dentist**. The patient's only responsibility is for any deductible, coinsurance, co-payment or other specifically stated obligation on the Explanation of Benefits. In the event a payment to a **Contracting Dentist** is later determined to have been made in error, for any reason, the **Dental Plan** may deduct from future payments due **Contracting Dentist** amounts equal to the amount of any payments made in error.

Benefits payable under a **Dental Plan** are not assignable, except to a **Contracting Dentist**.

**GRIEVANCES**

A **Contracting Dentist** shall comply and provide all necessary documentation to resolve **Covered Person's** grievances, complaints and/or inquiries. A **Contracting Dentist** agrees to cooperate in the resolution of all grievances in accordance with applicable state laws and regulations.

If any of the **Plan Clients** or **Covered Persons** raise concerns with **DDN** about the quality of care of any **Contracting Dentist**, **DDN** will review the matter, which review may include direct communication with the **Contracting Dentist**. **DDN** shall not function as a peer review or quality assurance organization for **Plan Clients** or **Covered Persons**. Where specific evidence or data comes to its attention relating to the quality of care rendered by any **Contracting Dentist**, **DDN** shall make reasonable efforts to assess the quality of care, based on reasonable standards and generally accepted dental practices.

**MAINTENANCE OF AND ACCESS TO RECORDS**

A **Contracting Dentist** shall maintain adequate medical, financial and administrative records related to **Dental Services** rendered in accordance with all applicable federal laws, including HIPAA, and laws of the state in which the **Contracting Dentist** practices. **DDN** shall have access to such information and records, including claim records, within fourteen (14) days from the date the request is made. In the case of an audit by **DDN**, such access shall be given at the time of the audit. If requested by **DDN**, a **Contracting Dentist** shall provide copies of such records free of charge. Such obligations are not terminated upon termination of this Agreement if access to such records is requested within three (3) years of such termination. A patient's consent to provide **DDN** or its **Plan Clients** with requested information, records or copies of records is authorized by the patient's signature on the Attending Dentist Statement claim form.

Federal, state and local government(s) and any of their authorized representatives, shall have access to, and **DDN** and the **Contracting Dentist** are authorized to release, in accordance with applicable statutes and regulations, all information and records or copies of necessary information to comply with statutes or regulations applicable to **DDN** and **DDN's Plan Clients** or the **Contracting Dentist**.

**CONFIDENTIALITY OF RECORDS**

**DDN** and **Contracting Dentist** shall maintain the confidentiality of all patient records in accordance with any applicable state or federal statutes, laws and regulations.

**AVAILABILITY OF INFORMATION**

A **Contracting Dentist** may obtain specific plan eligibility and coverage information for a patient, (including identification of maximums, limitations and exclusions through direct telephone contact with **Plan Client's** administrator, through its customer service center's toll-free number shown on the **Covered Person's** identification card.

**CLAIM SUBMISSIONS**

All claims for dental services submitted to **DDN's Plan Clients** for eligible **Covered Persons** should be either submitted electronically in the format required by the Health Insurance and Portability Act (HIPAA) or printed on the standard ADA claim form and mailed to **DDN's Plan Client** dental claims processing address. Services submitted electronically or on the claim form

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must be submitted using the most current version of the ADA CDT procedure codes.

**DDN’s Contracting Dentists** shall submit claims without charge, promptly and accurately, on forms or through other methods provided, approved or required by **DDN’s Plan Client**. A current version of the American Dental Association (ADA) claim form or electronic claim meeting HIPAA standards is to be submitted only upon completion of treatment and must indicate the treatment completion date. Claims should be submitted within sixty (60) days from the date services are completed. Claims not submitted within six (6) months of the service date are not covered.

**SAFETY AND HYGIENE**

**Contracting Dentist** must comply with and be responsible for any and all applicable legal requirements related to dental practice safety and hygiene. Infection control is an expense to the **Contracting Dentist** and is an integral part of all dental procedures. A **Contracting Dentist** agrees to include these costs in their fees or charges for **Dental Services**. Payment for **Covered Services** by the **Dental Plan** includes reimbursement to **Contracting Dentist** for costs associated with infection control. Infection control may not be billed separately from other procedures to either the **Covered Person** or the **Dental Plan**.

**EMERGENCY SERVICES**

A **Contracting Dentist** shall provide or make arrangements for emergency care services for **Covered Persons** twenty-four (24) hours per day, seven (7) days a week. This may be accomplished by having a recorded telephone message or answering service available to inform patients about where and how to seek emergency care after normal business hours.

**TERMINATION OF CONTRACTING DENTIST AGREEMENT**

**DDN** or the **Contracting Dentist** may terminate this Agreement upon thirty (30) days written notice to the other party.

**CONTINUATION OF CARE**

Except when termination occurs due to a loss of license, a **Contracting Dentist**, upon termination of this Agreement, shall continue **Covered Services** to members if provision of a specific treatment is already in progress, to the extent that it is a requirement of applicable state law or regulations. The **Contracting Dentist** agrees to accept terms of payment under this Agreement for only that service until such service is completed.

**GOVERNING LAW**

This Agreement shall be governed by the laws of the State of Minnesota, subject to any conflict of law rules. In the event that any provision of this Agreement shall be determined to be invalid or unenforceable, the validity or enforceability of the remaining provisions shall not be affected.

**DISPUTE RESOLUTION**

Any dispute arising out of or in connection with this Agreement shall be resolved exclusively by binding arbitration between the parties, conducted in Minneapolis, Minnesota. Any arbitration award rendered may be enforced in any court of competent jurisdiction.

**FRAUD AND ABUSE PREVENTION AND DETECTION**

**DDN** and/or its **Plan Clients** maintain a program to prevent and detect fraud and abuse. All **Contracting Dentists’** claim submissions, patient charts and records are subject to audit and review by **DDN** or its **Plan Clients** upon written request.

**UTILIZATION REVIEW AND MANAGEMENT SYSTEM (URMS)**

**Contracting Dentist** and **DDN** recognize that the design and implementation of a utilization review system and management system is necessary for the cost effective delivery of dental care and the financial integrity of dental plans. **Contracting Dentist** agrees to participate in **DDN’s Utilization Review and Management System (URMS)** and to strive to practice cost effective dental care consistent with current scientific oral health epidemiological and clinical research and scientifically based clinical knowledge.

**Contracting Dentist’s** level of reimbursement may be changed by **DDN** based upon utilization and practice patterns of the **Contracting Dentist** as determined from analysis of submitted claims and peer comparison under **URMS**.

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In accordance with the laws of specific states the following provisions apply to Contracting Dentists in:

**ALASKA**

In the event a dispute arises between DDN and Contracting Dentist, a dispute resolution process will be used to resolve outstanding issues, which may include (A) an initial meeting within ten (10) working days after DDN receives written notice of a dispute or gives written notice to the Contracting Dentist, unless mutually agreed to in writing to follow a different schedule; (B) within thirty (30) days following the initial meeting, if the dispute is still unresolved, it shall be submitted to mediation, directed by a mediator who is mutually agreeable to DDN and Contracting Dentist.; each party shall bear its proportionate cost of mediation, including mediator fees; (C) if, after a period of sixty (60) days following commencement of mediation, DDN and Contracting Dentist are still unable to resolve the dispute, either may seek other relief as allowed by law; and (D) both DDN and Contracting Dentist shall agree to negotiate in good faith in the initial meeting and in mediation. Reference: AK ST §21.07.010(a)(4).

The Contracting Dentist may not be penalized or terminated by DDN because of their advocacy for covered persons in seeking appropriate, dentally necessary dental services. Reference: AK ST § 21.07.010 (5).

**COLORADO****Summary Disclosure Form:**

- (a) Under the terms of the contract you are providing dental services.
- (b) This contract will remain in effect unless terminated by either party.
- (c) Termination of this DDN Contracting Dentist Agreement shall occur upon sixty (60) days written notice by either party.
- (d) Claims payment services are provided by DeCare Dental Health International, LLC.
- (e) Any dispute arising out of or in connection with this Agreement shall be resolved exclusively by binding arbitration between the parties, conducted in Minneapolis, Minnesota. Any arbitration award rendered may be enforced in any court of competent jurisdiction.

A liquidator affects a transfer of DDN's or Plan Client's obligations under the contract under division (A)(8) of section 3903.21 of the Revised Code. Reference: OH ST § 1751.13(C)(3)(e).

In no event, including but not limited to nonpayment by Plan Client or DDN, insolvency of the Plan Client or DDN, or breach of this agreement, shall Contracting Dentist bill, charge, collect a deposit from, seek remuneration or reimbursement from, or have any recourse against, a subscriber, a covered person to whom dental care services have been provided, or a person acting on behalf of the covered person, for dental care services provided pursuant to this agreement. This does not prohibit Contracting Dentist from collecting co-insurance, deductibles, or co-payments as specifically provided in the evidence of coverage, or fees for uncovered dental care services delivered on a fee-for-service basis to persons referenced above. Any Contracting

**COLORADO (CONTINUED)**

Dentist that provides Covered Services shall, in the event of non-payment, have legal standing to enforce this agreement for unpaid claims for Covered Services. Reference: CO ST 10-16-705(5)(a) and CO ST §10-16-705(3).

The contract between DDN and a Contracting Dentist shall include provisions for continuity of care as specified in this section. Each Plan shall allow Covered Persons to continue receiving care for sixty days from the date a Contracting Dentist is terminated by DDN without cause when proper notice as specified in this section has not been provided to the Covered Person. Reference: CO ST10-16-705 (4)(b).

DDN and Contracting Dentist shall provide at least sixty days written notice to each other before terminating the contract without cause. DDN shall make a good faith effort to provide written notice of termination within fifteen working days after receipt of or issuance of a notice of termination to all covered persons that are patients seen on a regular basis by the provider whose contract is terminating, regardless of whether the termination was for cause or without cause. Within five working days after the date that the Contracting Dentist either gives or receives notice of termination, the Contracting Dentist shall supply DDN with a list of those patients of Contracting Dentist that are covered by a DDN Plan. Reference: CO ST 10-16-705(7).

Neither DDN nor Contracting Dentist shall be prohibited from protesting or expressing disagreement with a dental decision, dental policy or dental practice of DDN or the Contracting Dentist. Reference: CO ST 10-16-121(1)(a).

DDN shall not terminate Contracting Dentist's contract because Contracting Dentist expresses disagreement with DDN's decision to deny or limit benefits to a Covered Person or because Contracting Dentist assists the Covered Person to seek reconsideration of DDN's decision or because Contracting Dentist discusses with the Covered Person any proposed treatments or treatment alternatives, whether covered by the Plan or not. Reference: CO ST § 10-16-121 (1)(b).

Contracting Dentist shall not be subjected to financial disincentives based on the number of referrals made, so long as they adhere to DDN's utilization review policies and procedures. Reference: CO ST 10-16-121(1)(d).

**INDIANA**

DDN agrees to provide written notice to Contracting Dentist of any amendments to this Agreement at least forty-five (45) days prior to the date such changes are to become effective. Reference: IN ST 27-1-37.1-5.

In accordance with the above paragraph, a Contracting Dentist who receives notice of changes to this Agreement may terminate the Agreement without penalty within fifteen (15) days after receipt of the written notice from DDN. Such termination must be requested by the Contracting Dentist in writing. Reference: IN ST 27-1-37.1-6.

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If Contracting Dentist elects to terminate the Agreement with DDN, such termination shall become effective: (1) Ninety (90) days after DDN receives written notice from the Contracting Dentist that they do not approve the amendment; or (2) on an earlier date than specified in item (1), if agreed upon by DDN and the Contracting Dentist. Reference: IN ST 27-1-37.1-7

Except in an emergency, a Contracting Dentist who elects to terminate this Agreement shall notify covered person(s) prior to providing services that the Agreement between DDN and Contracting Dentist has been or will be terminated as of a particular date. Reference: IN ST 27-1-37.1-9.

**KENTUCKY**

In no event, including but not limited to nonpayment by Plan Client or DDN, insolvency of the Plan Client or DDN, or breach of this agreement, shall Contracting Dentist bill, charge, collect a deposit from, seek remuneration or reimbursement from, or have any recourse against, a subscriber, a covered person to whom dental care services have been provided, or a person acting on behalf of the covered person, for dental care services provided pursuant to this agreement. This does not prohibit Contracting Dentist from collecting co-insurance, deductibles, or co-payments as specifically provided in the evidence of coverage, or fees for uncovered dental care services delivered on a fee-for-service basis. Reference: KY ST §304.17C-060.

Dentist shall provide DDN with at least sixty (60) days prior notice of any subcontractor agreements with other dentists to provide services under the terms of this Agreement. Dentist shall provide DDN with a copy of such subcontracting agreement. Reference: KY ST 304.17A-527(1)(e).

**MAINE**

Either DDN or Dentist may terminate this Agreement at anytime without cause, by giving at least sixty- (60) days prior written notice to the other party. Reference: 24-A M.R.S.A § 4303 3-A.

**MARYLAND**

DDN agrees to notify Contracting Dentist at least ninety (90) days prior to termination of this Agreement, if the termination is for reasons unrelated to fraud, patient abuse, incompetence or loss of licensure status. Reference: MD Insurance §15-112.

**MICHIGAN**

A Contracting Dentist whose agreement is terminated by DDN shall be provided upon request with a written explanation by DDN of the reasons for the termination. Reference: MI ST 550.53(5).

A Contracting Dentist who has an agreement with DDN for the provision of dental services shall display a notice in a conspicuous place at the entrance of the Contracting Dentist's place of business indicating any dental plans with which they are affiliated. Reference: MI. ST.550.55.

**NEVADA**

DDN and Contracting Dentist must provide at least ninety (90) days notice to the other party in the event either desires to terminate this Agreement. Reference: NV ADC 689B.160.

**NEW HAMPSHIRE**

DeCare Dental Network (DDN) will notify Contracting Dentist in writing of any amendments in the Contracting Dentist Agreement or Uniform Policies and Procedures at least sixty (60) days prior to the effective date of such change to allow Contracting Dentist sixty (60) days review of modifications. Reference: NH Rev ST § 420-J: 8 (VII).

DDN or its Plan Clients will not terminate a Contracting Dentist from DDN's national network for participating in a Covered

Person's internal grievance procedure or external review. Reference: NH Rev. Stat. § 420-J-8 (X).

In no event, including non-payment by a Plan Client, insolvency of a Plan Client, or breach of this Agreement, shall the Contracting Dentist bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against a Covered Person or a person acting on behalf of a Covered Person for services provided pursuant to this Agreement. Reference: NH Rev. Stat. § 420-J: 8 (I)(a).

**NEW JERSEY**

Contracting Dentist agrees that an appointment must be granted to a Covered Person within ten (10) working days of the date the request is made. Contracting Dentist also agrees that treatment for an emergency must be granted to a Covered Person within twenty-four (24) hours of the emergency. Reference: NJADC 11:10-1.5 (c) 2 and (c) 3.

**NEW MEXICO**

Contracting Dentist agrees that in no event, including but not limited to nonpayment by Plan Client or DDN, insolvency of the Plan Client or DDN, or breach of this agreement, shall Contracting Dentist bill, charge, collect a deposit from, seek remuneration or reimbursement from, or have any recourse against, a subscriber, a covered person to whom dental care services have been provided, or a person acting on behalf of the covered person, for dental care services provided pursuant to this agreement. This does not prohibit Contracting Dentist from collecting co-insurance, deductibles, or co-payments as specifically provided in the evidence of coverage, or fees for uncovered dental care services delivered on a fee-for-service basis to persons referenced above, nor from any recourse against DDN or its successor. Reference: Title 13, Chapter 10, Part 13.25 C.

If a Plan Client fails to pay a Contracting Dentist or pay a Covered Person for out of pocket covered expenses within forty-five (45) days after a clean claim has been received by a Plan Client, located in New Mexico, the Plan Client shall be liable for the amount due and unpaid with interest on that amount at the rate of one and one half times the rate established by a bulletin

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entered by the New Mexico insurance superintendent in January of each calendar year. A clean claim means a manually or electronically submitted claim that contains all the required data elements necessary for adjudication without the need for additional information from outside the Plan Client's system and contains no deficiency or impropriety, including lack of substantiating documentation currently required by the Plan Client, or particular circumstances requiring special treatment that prevents timely payment from being made by the Plan Client. Reference: Title 13, Chapter 10, Part 13.25 O.

**NEW YORK**

DDN shall not terminate Contracting Dentist without providing a sixty (60) day written notice of termination. Reference: Article 48, NY Statutes, §4803(6).

DDN shall provide written notice of the reasons for termination of the Contracting Dentist and an opportunity for review or hearing, if requested by the Contracting Dentist in writing within thirty (30) days after written notice of termination has been given. Reference: Article 48, NY Statutes, § 4803(b)(1).

A Contracting Dentist may, upon request, receive data maintained by DDN to evaluate the individual Contracting Dentist's performance or practice, based on the scope of services provided. Reference: Article 48, NY Statutes, §4803(6)(d).

**NORTH CAROLINA**

In no event, including non-payment by DDN's Plan Client(s), insolvency, or breach of this Agreement, shall the Contracting Dentist bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against a Covered Person or a person acting on behalf of a Covered Person for services provided pursuant to this Agreement. Reference: 11 NC ADC 20.0202(5).

The Contracting Dentist is responsible to comply with DDN's utilization management programs, credential verification programs, quality management programs and provider sanctions programs. However, none of these duties shall override the professional or ethical responsibility of the Contracting Dentist or interfere with their responsibility to provide information or assistance to their patients. Reference 11 NC ADC 20.0202(16).

DDN shall notify the Contracting Dentist, in writing, of any duties or obligations under this Agreement prior to any delegation or transfer. Reference: 11 NC ADC 20.0202(19)(b).

DDN shall provide performance feedback reports or information to the provider, if compensation is related to efficiency criteria. Reference: 11 NC ADC 20.0202 (15) (a).

**OHIO**

A Plan Client, who is a health-insuring corporation, has responsibility for overseeing and monitoring covered Dental Services provided to Covered Persons. A Contracting Dentist will provide necessary information to applicable Plan Clients to meet this statutory responsibility. Reference: Ohio Statute § 1751.13(6).

**OHIO (CONTINUED)**

Contracting Dentist agrees that in no event, including but not limited to nonpayment by DDN or insolvency of DDN or Plan Client or breach of this agreement, shall Contracting Dentist bill, charge, collect a deposit from, seek remuneration or reimbursement from, or have any recourse against, a Covered Person to whom health care services have been provided, or a person acting on behalf of the Covered Person, for dental care services provided pursuant to this agreement. This does not prohibit Contracting Dentist from collecting co-insurance or co-payments as specifically provided in the evidence of coverage, or fees for uncovered dental care services delivered on a fee-for-service basis to persons referenced above, nor from any recourse against DDN, its Plan Client or its successor(s).

Contracting Dentist must continue to provide covered dental services to Covered Persons in the event of DDN's or Plan Client's insolvency or discontinuance of operations.

The completion of a medically necessary procedure shall include the rendering of all covered dental services that constitute necessary follow-up care for that procedure. This will be limited to a period ending thirty days after DDN's or Plan Client's insolvency or discontinuance of operations.

The provisions required herein shall not require any Contracting Dentist to continue to provide any covered dental services after the occurrence of any of the following:

- (b) The end of the thirty-day period following the entry of a liquidation order under Chapter 3903 of the Revised Code;
- (f) The end of Covered Person's period of coverage for a contractual prepayment or premium;
- (g) The Covered Person obtains equivalent coverage with another Plan or insurer or the Plan Client obtains such coverage for the Covered Person;
- (h) The Covered Person or the Plan Client terminates coverage under the contract;
- (i) A liquidator affects a transfer of DDN's or Plan Client's obligations under the contract under division (A)(8) of section 3903.21 of the Revised Code. Reference: OH ST § 1751.13(C)(3)(e).

**PENNSYLVANIA**

This Contracting Dentist Agreement will be immediately terminated if the Contracting Dentist is found to be harming Covered Persons. Reference: Pa. Statutes Title 31, Part VIII, Chapter 152.104(3) (vi).

**SOUTH CAROLINA**

Each party to this Contracting Dentist's Agreement is responsible for the legal consequences and costs of his/her own acts or omissions, or both, and is not responsible for the acts or omissions, or both, of the other party. A clause in a Contracting Dentist's agreement to the contrary is unlawful in this state, as a matter of public policy. Reference: SC ST §38-71-1740(A)(1).

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In no event, including non-payment by DDN's Plan Client(s), insolvency, or breach of this Agreement, shall the Contracting Dentist bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against a Covered Person or a person acting on behalf of a Covered Person for services provided pursuant to this Agreement. Reference: VT ADC 21 040 010 (I) (10).

Contracting Dentist agrees that Item 10 of the Contracting Dentist Agreement is amended to provide at least sixty (60) days written notice to either party before terminating a contract without cause. The remainder of Item 10 of the Contracting Dentist Agreement is unchanged. Reference: VT ADC 21 040 010 (I) (13).

**VIRGINIA**

Contracting Dentist agrees that in no event, including, but not limited to nonpayment by the Plan Client or DDN, the insolvency of DDN, or breach of this agreement, shall Contracting Dentist bill, charge, collect a deposit from; seek compensation, remuneration or reimbursement from; or have any recourse against Plan Clients or Covered Persons other than DDN for services provided pursuant to this Agreement. This provision shall not prohibit collection of any applicable copayments or deductibles billed in accordance with the terms of the Agreement for the Plan Client. Contracting Dentist further agrees that (i) 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 Covered Persons and (ii) this provision supersedes any oral or written agreement to the contrary now existing or hereafter entered into between Contracting Dentist and Covered Persons or persons acting on Covered Person's behalf. Reference: VA ST §38.2-5805(C)(9).

No Contracting Dentist or agent, trustee or assignee thereof, may maintain any action at law against a Covered Person to collect sums owed by the Plan Client. VA ST §38.2-5905(B)(2).

DDN agrees that its Plan Clients shall pay any claim within forty (40) days of receipt of the claim, unless the claim is determined by DDN's Plan Client(s) to not be a clean claim due to a good faith determination or dispute regarding (i) the manner in which the claim form was completed or submitted (ii) the eligibility of the person for coverage, (iii) the responsibility of another carrier for all or part of a 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.

Contracting Dentist shall be entitled to inspect records of receipt of claims.

All interest owed on a claim will be paid without necessity of demand by the Plan Client to the Contracting Dentist. Reference: VA ST 38.2-3407.15.

**WASHINGTON**

- a. Contracting Dentist agrees that in no event, including, but not limited to nonpayment by DDN's Plan Client(s), insolvency, or breach of this Agreement, shall Contracting Dentist bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against a covered person or person(s) acting on their behalf, other than DDN's Plan Client(s), for services provided pursuant to this contract. This provision shall not prohibit collection of deductibles, co-payments, coinsurance, and/or non-covered services, which have not otherwise been paid by a primary or secondary carrier in accordance with regulatory standards for coordination of benefits, from covered persons in accordance with the terms of the covered person's dental plan.
- b. Contracting Dentist agrees, that in the event of DDN's Plan Client's insolvency, to continue to provide the services promised in this contract to covered persons of DDN's Plan Client's for the duration of the period for which premiums on behalf of the covered person(s) were paid to DDN or its Plan Clients, or until the covered person's discharge from inpatient facilities, whichever time is greater.
- c. Notwithstanding any other provision of this Agreement, nothing in this Agreement shall be construed to modify the rights and benefits contained in the covered person's dental plan.
- d. Contracting Dentist may not bill the covered person(s) for covered services (except for deductibles, copayments or coinsurance) where the Plan Client(s) deny payments because DDN's Contracting Dentist has failed to comply with the terms or conditions of this Agreement.
- e. Contracting Dentist further agrees (i) that the provisions listed in items a. through g., of this section, shall survive termination of this contract, regardless of the cause giving rise to termination and shall be construed to be for the benefit of DDN's Plan Client(s) covered persons, and (ii) that this provision supersedes any oral or written contrary agreement now existing or hereafter entered into between Contracting Dentist and covered persons or persons acting on their behalf.  
Contracting Dentists may not collect or attempt to collect an amount from a covered person knowing that collection to be
- f. In violation of the Contracting Dentist Agreement. This constitutes a class C felony under RCW 48.80.030(5).
- g. DDN and Contracting Dentist shall provide at least sixty (60) days written notice to each other before terminating the contract without cause. DDN shall make a good faith effort to assure that written notice of a termination within fifteen working days of receipt or issuance of a notice of termination is provided to all covered persons who are patients seen on a regular basis by the Contracting Dentist whose agreement is terminating, irrespective of whether the termination was for cause or without cause. Reference: WA ADC 284-43-320(7).

Contracting Dentist may request an informal dispute resolution process prior to requesting the formal dispute resolution process. Reference: WA ADC 284-43-322(1).

**DeCARE DENTAL NETWORKS, LLC - UNIFORM POLICIES & PROCEDURES ("UPP")****WASHINGTON (CONTINUED)**

The receipt date of a claim is the date DDN's Plan Client(s) receive either written or electronic notice of the claim.

If DDN's Plan Client(s) fail to pay claims within the standard established, DDN's Plan Client(s) shall pay interest on undenied and unpaid clean claims according to the laws, rules or regulations of the state in which the Plan Client(s) issued the benefits plan until claim is adjudicated. Interest shall be assessed at the rate specified in the applicable state statute and shall be payable to the amount of the unpaid claim without the necessity of the Contracting Dentist submitting an additional claim. Any interest paid herein shall not be applied to a Covered Person's deductible, copayments, coinsurance or similar obligation of the Covered Person.

A "clean claim" means a claim that has no defect or impropriety, including any lack of any required substantiating documentation, or particular circumstances requiring special treatment that prevents timely payments from being made on the claim. Reference: WA ADC 284-43-321.

Further, DDN will require of its Plan Client(s) compliance with the statutes governing prompt payment in the states regulating said Plan Client's dental benefit contracts.

Contracting Dentist may request an informal dispute resolution process prior to requesting the formal dispute resolution process.