

# DELTA DENTAL INSURANCE COMPANY PARTICIPATING PROVIDER AGREEMENT

(Commercial Fee-for-Service)

This agreement (“Agreement”) is entered into by and between the undersigned dentist, dental partnership, professional dental corporation, dental clinic, or dental care provider (“Provider”) and Delta Dental Insurance Company (hereinafter “Delta Dental”).

This Agreement shall become effective upon Delta Dental’s initial written notice to Provider as set forth in Section 1.2, below.

## RECITALS

1. Delta Dental issues various preferred provider contracts to purchasers of dental care benefit programs called Delta Dental PPOSM (“PPO”) and Delta Dental Premier® (“Premier”), collectively referred to herein as “Programs,” for designated eligible enrollees (“Enrollees”). Such Programs arrange for dental care providers contracted with Delta Dental (“Participating Providers”) to provide dental services (“Program Services”) to Enrollees on a fee-for-service basis. Program Services include dental care services for which the Program is obligated to pay pursuant to an Enrollee’s Plan, or for which the Program would be obligated to pay pursuant to an Enrollee’s Plan but for the application of contractual limitations such as deductibles, copayments, coinsurance, waiting periods, annual or lifetime maximums, frequency limitations, or alternative benefit payments.
2. Delta Dental Program contracts are also issued to Program purchasers by entities in other states that are either directly affiliated with Delta Dental or are other member companies of the Delta Dental Plans Association (“DDPA”). The terms and conditions of this Agreement shall also be applicable to Programs issued or administered by such other entities and Program Services provided to their Enrollees.

## SELECTION AND PARTICIPATION

* 1. Eligibility. To participate in the Programs, Provider must submit all required credentialing documents and information for each and every licensed dentist (including Provider) whom Provider intends to render dental services to Enrollees on Provider’s behalf (“Treating Professionals”) and receive approval from Delta Dental for each such Treating Professional who meets Program credentialing and periodic re-credentialing criteria as determined by Delta Dental. Such criteria include, but are not limited to:
     1. Licensure. Each Treating Professional shall hold and continue to hold a currently valid, unrestricted license to practice dentistry issued by an appropriate state agency. No Treating Professional’s license shall have been suspended, revoked or terminated or subject to terms of probation or other restriction within the past five (5) years. No Treating Professional shall have been excluded from participating in any government- sponsored programs.
     2. Facilities and Equipment. With respect to each and every facility where Enrollees shall receive treatment, Provider shall ensure that such facilities are of adequate capacity and are clean, safe and readily accessible to Enrollees. All equipment used in such facilities that is required to be licensed or registered shall be licensed or registered and regularly checked as required by state and federal law to ensure that it meets health and safety standards, is environmentally safe and technically accurate. Personnel required by law to be licensed or certified to operate such equipment shall be so licensed or certified.
     3. Insurance. Provider shall secure and maintain from insurance companies acceptable to Delta Dental and approved to conduct business in the state where Provider is located, professional liability insurance, commercial general liability insurance and such other insurance as required by reasonably sound business judgment to protect Provider and each Treating Professional (“Insureds”) and the Insureds’ partners, shareholders, directors, officers, members, employees and agents against losses and liabilities attributable to their acts or omissions in the performance of this Agreement. Such insurance shall have limits of coverage considered reasonably adequate by Delta Dental for the risk insured against. Provider shall give Delta Dental written notice of any policy changes, cancellation or other termination.
  2. Selection. Delta Dental may, at its sole discretion, select Provider for participation, based upon Delta Dental’s determination of Provider’s eligibility. Selection may also be contingent on Delta Dental’s need for the Provider’s services, as permitted by applicable law. Delta Dental may also, at its sole discretion, select or deselect individual Treating Professionals based upon Delta Dental’s quality and utilization review program, as described in Section V of this Agreement.