

Delta Dental Legion Network *Participating Dentist Agreement*

This Agreement is entered into between the undersigned dentist (“Dentist”) and DeltaUSA, an Illinois not-for-profit corporation whose members include individual Delta Dental Member Companies.

RECITALS

DeltaUSA has established a national network of dental providers to support the delivery of the TRICARE Retiree Dental Program and potential other national account dental programs (“Delta Dental Legion Network programs”) administered by a sponsoring Delta Dental Member Company (“Control Plan”). Dentist wishes to become a participating dentist in the Delta Dental Legion Network and represents that Dentist has a current, active license to practice dentistry within the jurisdiction(s) governing the office location(s) stated in each application.

AGREEMENT

1. DeltaUSA agrees to include Dentist in the Delta Dental Legion Network directory for the TRICARE Retiree Dental Program and any other Delta Dental Legion Network programs that may be offered while this Agreement is in effect. From time to time, DeltaUSA or a Control Plan will notify Dentist of the specific terms of such additional Delta Dental Legion Network programs.
2. Dentist agrees to be bound by the terms and related policies and procedures of the TRICARE Retiree Dental Program (including those clauses referenced in Exhibit 1 to this Agreement) and of any other Delta Dental Legion Network program upon Dentist’s receipt of notice thereof.
3. Dentist agrees to perform professional services under Delta Dental Legion Network programs consistent with the quality of services provided to the balance of Dentist’s practice and in accordance with the generally accepted standards of care in Dentist’s community. Dentist also agrees to maintain professional insurance coverages with limits that are consistent with local custom and practice.
4. Dentist agrees that the fees charged for covered services provided to enrollees under any Delta Dental Legion Network program will not exceed the lesser of: (1) Dentist’s Usual and Customary (“U&C”) fees accepted under the terms of the Dentist’s U&C fee agreement, if any, with the Dentist’s local Delta Dental Member Company, (2) the fees submitted by Dentist for payment, or (3) the fees shown on the most recent applicable Schedule of Allowances that has been provided to Dentist with respect to such program. Dentist authorizes DeltaUSA or Control Plan to obtain Dentist’s U&C fees from the Dentist’s local Delta Dental Member Company for the purpose of making this fee determination. Dentist’s acceptance of a Delta Dental Legion Network program Schedule of Allowances will not affect the fees which Dentist may charge to enrollees of other Delta Dental programs or any other term of Dentist’s agreement with a local Delta Dental Member Company.
5. Dentist agrees to abide by DeltaUSA policies and procedures of which Dentist is notified. Dentist further agrees to abide by the Processing Policies that are provided to Dentist with respect to the TRICARE Retiree Dental Program and any other Delta Dental Legion Network program, including without limitation the requirement that Dentist bill and collect from enrollees for covered services the applicable deductibles, coinsurance, or amounts exceeding contractual maximums, and no more. Unless the Processing Policies for a Delta Dental Legion Network program provide otherwise, Dentist may bill enrollees for non-covered services at Dentist’s regular fees.
6. Dentist agrees to file all claims for services performed for Delta Dental Legion Network program enrollees, and to submit such claims on forms acceptable to DeltaUSA or a Control Plan. Claims may be submitted electronically with the prior approval of DeltaUSA or a Control Plan. Payment of claims for services will be issued directly to Dentist.
7. Dentist agrees that the determination of whether any services performed by Dentist for an enrollee are covered under a Delta Dental Legion Network program shall be made by the Control Plan or by the Plan’s designee. Dentist agrees to furnish any information that is deemed necessary by a Control Plan or its designee to make a coverage determination or to pay a claim. Dentist shall have the opportunity to appeal any adverse coverage determination to the Control Plan.
8. Dentist agrees to maintain complete records related to treatment, billing and charges for enrollees of Delta Dental Legion Network programs and, upon reasonable notice, to permit representatives of DeltaUSA and any Control Plans, or their designees, access to all such records.
9. Dentist authorizes his or her local Delta Dental Member Company to release credentialing information to DeltaUSA. Dentist agrees to cooperate with peer review committees or dental consultants for the purpose of reviewing the adequacy of care provided under a Delta Dental Legion Network program, including in-office quality assessment audits. Dentist agrees to cooperate with the administration of any grievance procedure conducted as a result of a complaint against Dentist by a Delta Dental Legion Network program enrollee.
10. Dentist acknowledges and agrees that DeltaUSA neither underwrites nor administers the TRICARE Retiree Dental Program or any other Delta Dental Legion Network program. Any underwriting or administration of such programs is the

responsibility of Control Plans. DeltaUSA's responsibility is limited to establishing a dental provider network for use by Control Plans. Accordingly, Dentist shall not look to DeltaUSA for payment of any kind. Dentist shall look to Control Plans to answer questions and provide assistance with respect to eligibility, claims payment, benefits structure and other program requirements.

11. This Agreement shall become effective when Dentist receives a Delta Dental Legion Network welcome kit signaling DeltaUSA's acceptance of this completed Agreement, and will continue until terminated by either party upon a ninety (90) day prior written notice. However, DeltaUSA may terminate this Agreement immediately at any time if: Dentist fails to comply with the terms of this Agreement; Dentist's license is forfeited, limited, suspended, revoked, surrendered or not renewed; Dentist is convicted of a felony or misdemeanor involving moral turpitude; Dentist's participation agreement with a local Delta Dental Member Company is involuntarily terminated; or DeltaUSA or a Control Plan, or their designee, determines that Dentist is performing services in a manner which is detrimental to the health of Delta Dental Legion Network program enrollees. Dentist will accept payment for the completion of any single procedure begun before termination according to the payment terms stated in paragraph 4 of this Agreement. For a period of one year following termination of this Agreement for any reason, Dentist agrees to advise any patients who are Delta Dental Legion Network program enrollees that Dentist is no longer participating as a Delta Dental Legion Network dentist.

12. This Agreement is not assignable by Dentist. This Agreement is assignable by DeltaUSA to any parent, subsidiary, affiliate or successor entity, or to any Control Plan.

13. This Agreement may be amended by DeltaUSA upon written notice to Dentist.

EXHIBIT 1

This Participating Dentist Agreement, with respect to the TRICARE Retiree Dental Program, is entered into for the provision of services under Department of Defense Contract No. H94002-07-C-003. The following three clauses are therefore required by law to be incorporated into this Agreement:

1. FAR 52.222-26. Equal Opportunity. (This clause applies only if the amount paid under this Agreement in any one year exceeds or is expected to exceed \$10,000.)
2. FAR 52.222-35. Affirmative Action for Special Disabled and Vietnam Era Veterans. (This clause applies only if the amount paid under this Agreement exceeds or is expected to exceed \$10,000.)
3. FAR 52.222-36. Affirmative action for Handicapped Workers. (This clause applies only if the amount paid under this Agreement exceeds or is expected to exceed \$2,500.)

If you would like a copy of any of these clauses, visit <https://www.acquisition.gov/far/loadmainre.html>.

Each dentist who wishes to participate must complete an agreement for each location that will participate. Agreements must be signed and dated by the applying dentist before accepted by DeltaUSA.

DENTIST INFORMATION

First Name: _____ MI: _____ Last Name: _____

Service Office Address: _____

City: _____ State: _____ ZIP Code: _____

Dentist Signature: _____ Date: _____

Delta Dental of California Signature: _____ Date: _____