

Participating Dentist Agreement with United Concordia Companies, Inc. for the Department of Defense (DoD) Programs

Under the applicable laws of the State of _____, I am duly authorized to engage in the practice of dentistry. In consideration for being registered as a participating dentist in the Department of Defense (DoD) Networks (i.e. Active Duty Dental Program (ADDP) Network and/or TRICARE Dental Program (TDP) 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 TDP and/or ADDP Network. Dentist shall submit a Credentialing Application attesting to information relevant to the Selection Criteria upon application for acceptance to the ADDP and/or TDP 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 TDP and/or ADDP members ("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 license 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 email at the addresses/numbers shown on Dentist's Credentialing Application.
2. Dentist agrees to participate at all practice locations with all DoD Programs they are participating in that are administered by United Concordia. Dentist will comply with all policies and procedures governing United Concordia's administration of the ADDP and/or TDP including, but not limited to: claim submission, complaints, grievances, utilization review, and quality management, as set forth in the most current version of the Dental Reference Guide, as it may be amended from time to time. The most current version of the Dental Reference Guide will be available for review on United Concordia's ADDP and/or TDP website (s), www.addp-ucc.com and www.uccitdp.com.
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. Dentist will include the Dental Readiness Classification on each claim and, upon request, complete the DD Form 2813 for all Active Duty Service Members, National Guard and Reserve Services Members at no additional cost to the Member.
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. 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. The current schedule of Maximum Allowable Charges, and dental policies that may affect the manner in which such charges are billed and reimbursed, are available on United Concordia's ADDP and/or TDP web site (s), www.addp-ucc.com and www.uccitdp.com.
5. Dentist may bill a Member for non-covered services, which are defined as any service for which no payment is made under the applicable plan or arrangement for any reason. Dentist agrees that his/her charge to Member for non-covered services will not exceed the Maximum Allowable Charge for the applicable CDT code as specified in the most current Maximum Allowable Charge schedule. Fees for all non-covered services will be collected from the Member, and not billed to United Concordia. With regard to the TDP only, following exhaustion of any TDP Member's annual dental benefit maximum or the lifetime orthodontic benefit maximum, Dentist will accept as payment in full for any additional services the MAC applicable to the TDP Dental Network. Payment for all services in excess of TDP maximums are collected from the TDP Member.
6. Dentist agrees that the services provided and charges made to these 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. Dentist will not attempt to collect payment from any Member for any covered service that is denied as medically or dentally unnecessary or not meeting accepted standards of practice and the Member will be held harmless from any financial liability, unless the Member is informed by the Dentist in advance of receiving the service that the service is excluded or excludable from coverage, and the Member agrees to pay for the service. Such agreement to pay by the Member shall be evidenced in writing, either by written agreement or in clinical notes entered into the patient's clinical record contemporaneously with the time, date of agreement and the Member's signature. The Member's agreement to receive such services, without written evidence of the enrollee's agreement to pay notwithstanding exclusion from coverage, shall not constitute a waiver of the Member's right to be held harmless.
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. Dentist will cooperate with United Concordia in timely scheduling appointments for Members to satisfy ADDP and/or TDP requirements.
12. Dentist is not an employee of United Concordia and United Concordia shall do nothing to interfere with the customary

Dentist-patient relationship. Dentist will notify United Concordia if Dentist's practice is closed to new patients, or is reopening to new patients after having been closed.

caused by the negligence, misfeasance, malfeasance, nonfeasance on the part of United Concordia.

- 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. Dentist will indemnify the Government with respect to any liability resulting from services provided to 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

- 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, and 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. Either party may terminate this Agreement upon sixty (60) days prior written notice.
 - b. United Concordia may terminate this Agreement 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 may be modified or amended by United Concordia upon written notice to Dentist. If Dentist fails to object to the amendment within thirty (30) days of its receipt, the amendment will be deemed approved by Dentist.
- 19. Dentist's contractual rights and responsibilities hereunder shall not be assigned or delegated without the prior written consent of United Concordia. This Agreement shall be assignable by United Concordia to a subsidiary, affiliate, or Successor Corporation.

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

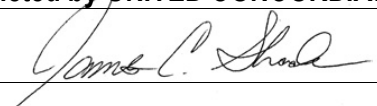
I, the undersigned Dentist, hereby elect to participate in the network(s) checked below:

- ADDP Dental Network**
(Reimbursement is based upon the DoD Maximum Allowable Charge Schedule)
- TDP Dental Network**
(Reimbursement is based upon the DoD Maximum Allowable Charge Schedule)

To be completed by DENTIST:

Provider No.:	Office Address:
SS No.:	
Tax ID No.:	
CAQH No.:	
NPI No.:	Telephone No.:
Print Dentist's Name:	
Dentist's Signature:	Date:

To be completed by UNITED CONCORDIA:

Signature: 	Date: 01/01/2023
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**EACH PROVIDER IN PRACTICE SHOULD SIGN A SEPARATE AGREEMENT
PLEASE ATTACH A COPY OF YOUR CURRENT DENTAL LICENSE**