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 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. 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 professional 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 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 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 any other plan, program or arrangement for which United Concordia has agreed to provide access to the Network ("Network Access Arrangements"). Dentist specifically authorizes United Concordia to enter into Network Access Arrangements and agrees to provide services to Members enrolled under any Network Access Arrangement, subject to all of the terms and conditions of this Agreement. A listing of all currently effective Network Access Arrangements is available on United Concordia’s web site, www.unitedconcordia.com. Dentist will comply with all policies and procedures governing the administration of United Concordia’s Fee for Service Plans and all Network Access Arrangements, including but not limited to: claim submission, complaints, grievances, utilization review, and quality management, as set forth in the most current version 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 web site, www.unitedconcordia.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.

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. 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 web site, www.unitedconcordia.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. The preceding sentence will not apply unless Dentist voluntarily accepts it by initialing at the end of this Agreement. Those Dentists who agree to discount their fees for non-covered services will be specially identified in United Concordia directories as participants in the discount arrangement. Fees for all non-covered services will be collected from the Member, and not billed to United Concordia.

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 whether 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 dentally necessary shall not be collected from the Member unless the Dentist informs the Member of his/her specific financial liability in writing and the Member chooses to receive the service. The Dentist should appropriately note such notification to the Member in the Dentist’s 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, 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, 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.

20. The terms set forth in the attached DEPARTMENT OF DEFENSE ADDENDUM TO THE PARTICIPATING DENTIST AGREEMENT WITH UNITED CONCORDIA COMPANIES, INC. shall govern all services provided to members of dental programs offered by the Department of Defense.

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

To be completed by DENTIST:

Date: ________________________________  Signature: ____________________________

Provider No.: __________________________  Print Name: __________________________
SS No.: ________________________________  Office Address: ________________________
Tax ID No.: ____________________________  Telephone No.: ( ) ____________
NPI No.: ______________________________  ________________

By separately initialing, Dentist signifies agreement to limit his/her charges for non-covered services to the Maximum Allowable Charge under provision number 5 of this Agreement.

Initials: __________________

To be completed by UNITED CONCORDIA:

Date: 05/20/2010  Signature: __________________________

EACH PROVIDER IN PRACTICE SHOULD SIGN A SEPARATE AGREEMENT
***PLEASE ATTACH A COPY OF YOUR CURRENT DENTAL LICENSE***
Effective August 1, 2009, all forms of the Participating Dentist Agreement with United Concordia Companies, Inc., (referred to herein as the “Agreement”) are hereby amended by replacing the “TDP Addendum” effective February 1, 2006 with the following:

The following terms and conditions will apply in all cases where covered services are provided to members of dental programs offered by the Department of Defense (“DoD”) to certain military personnel and their eligible family members (“DoD Members”), such as the TRICARE Dental Program (“TDP”) and the Active Duty Dental Program (“ADDP”). Wherever any term of this Addendum conflicts with a term of the Agreement, the terms of this Addendum shall prevail in cases where the patient is a DoD Member.

1. Following exhaustion of any DoD Member’s annual dental benefit maximum or lifetime orthodontic benefit maximum, Dentist will accept as payment in full for any additional services the Maximum Allowable Charges applicable to the Fee for Service Network. Payment for all services in excess of DoD maximums are collected from the patient.

2. Upon request, Dentist will complete the DD Form 2813, Active duty/Reserve Forces Dental Examination Screening Form at no additional cost to the DoD Member.

3. Dentist will not attempt to collect payment from any DoD Member for any covered service that is denied as medically or dentally unnecessary or not meeting accepted standards of practice and the DoD Member will be held harmless from any financial liability, unless the DoD Member is informed by the Dentist in advance of receiving the service that the service is excluded or excludable from coverage, and the DoD Member agrees to pay for the service. Such agreement to pay by the DoD 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 and date of agreement. The DoD 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 DoD Member’s right to be held harmless.

4. Dentist will indemnify the Government with respect to any liability resulting from services provided to DoD Members.

5. Dentist will notify United Concordia if Dentist’s practice is closed to new patients, or is reopening to new patients after having been closed.