

PRIMARY DENTAL OFFICE AGREEMENT
with United Concordia Companies, Inc. and
Its Affiliated Organizations
for Capitated Dental Managed Care Programs

*Under the applicable laws of the State of Maryland, I (we) am (are) (hereinafter "Primary Dental Office") duly authorized to engage in the practice of dentistry. In consideration for being registered as a participating Primary Dental Office for the **ConcordiaPLUS** network of United Concordia Companies, Inc. and its affiliated organizations (hereinafter collectively "United Concordia"), I (we) do hereby agree to all provisions of this Primary Dental Office Agreement (the "Agreement") as follows:*

A. Obligations of the Primary Dental Office

The Primary Dental Office:

1. Will provide dental services covered under each Group's benefit plan, as defined in the applicable Certificates of Coverage, master contracts, and administrative agreements to those Members who are enrolled at the Primary Dental Office in a United Concordia capitated dental managed care program (hereinafter "Plan"). The Primary Dental Office agrees to listing of the office in Plan directories of participating dental providers.
2. Agrees to refer Members for dental specialty care only to Specialty Care Dentists who have entered into a Specialty Care Agreement with United Concordia and to adhere to the Plan's referral authorization procedures, if applicable.
3. Agrees that the capitation payment, appropriate copayments or deductibles, and any applicable Provider Protection Plan supplemental payments shall constitute payment in full. The Primary Dental Office will hold members harmless for any amount in excess of this reimbursement. The capitation amounts and copayment schedules are set forth as Schedules A and B, respectively. The Primary Dental Office agrees that under no circumstances, including non-payment by United Concordia, shall the Primary Dental Office seek payment from an Enrollee for services rendered under this Agreement for other than a Copayment listed on the Member Copayment Schedule. The Primary Dental Office further agrees that this provision shall survive the termination of this Agreement regardless of the cause of the termination.
4. Will accept as patients all Members who are registered in their dental office and schedule appointments for all Members using the same standards applicable to all other patients and without discrimination on the basis of sex, race, nationality, religion, health, insurance status, economic status, or hours of operation. The Primary Dental Office will notify United Concordia of any change in hours of operation, location or change of ownership.

Form 10-301 MD 0896

5. May request to "hold" the number of members assigned to their office by

providing sixty (60) days written notice to United Concordia. The Primary Dental Office is excluded from any applicable Provider Protection Plans for the period such office is on "hold" (not accepting new members).

6. Shall be responsible, at all times, for maintaining emergency coverage, provided in accordance with the guidelines of the American Dental Association ("ADA") or applicable law.

7. Will maintain accurate and complete dental records for all Members enrolled in the Plan and will report to United Concordia all covered services provided to Plan Members within one hundred and eighty (180) days following the date the services were rendered using a standard ADA format or other format approved by United Concordia and consistent with the Group's Agreement.

8. Will provide information to United Concordia relative to Members who may be entitled to receive benefits under any other group plan for Dental Services covered by this Agreement or under any governmental program for which any periodic payment is made by or for the Member. In addition, the Primary Dental Office agrees to abide by the Coordination of Benefits provision delineated in the applicable Certificate of Coverage.

9. Will participate fully in the Quality Review Program and Member Grievance Process, as amended from time to time by United Concordia, and will comply with any reasonable request for a quality assessment review and provide timely responses and documentation relative to any Member grievance upon notification by United Concordia.

10. Will have/obtain professional liability (malpractice) insurance coverage in the amount specified on Schedule C (or such greater amount as may be required by law) from a carrier authorized to do business in the state of the Primary Dental Office's practice and shall maintain such insurance throughout the term of this Agreement for all providers in the office covered under this Agreement. The Primary Dental Office will provide information necessary for provider credentialing on any and all dentists providing services under this Agreement on a permanent, part-time or substitution basis, as well as timely notification to United Concordia of any change to the dentist(s) credentials or license to practice.

11. Warrants and represents that the party executing this Agreement on behalf of the Primary Dental Office has authority to do so and to bind the Primary Dental Office and all individual dentists practicing at the Primary Dental Office to the terms and conditions herein. A list of dentists practicing at the Primary Dental Office is attached hereto as Schedule D. The Primary Dental Office shall update this Schedule within fifteen (15) days of any change.

12. Will not during the term of this Agreement and for a period of two years after termination of this Agreement directly or indirectly engage in the solicitation of Members to disenroll and/or join any other dental benefit program, particularly any program in which the Dentist(s) has a financial interest or receives a monetary or material incentive, and acknowledges that this is a reasonable and necessary protection to United Concordia and that any violation of this provision would result in irreparable damage to United Concordia. In the event of a violation of this provision, United Concordia shall be entitled to any legal or equitable remedy to protect its interest.

13. Shall notify each Member of the termination of the Member's Group Agreement if the Member visits the Primary Dental Office when the Primary Dental Office is aware that the Group Agreement has terminated.

Under these circumstances, the Primary Dental Office shall inform the Member of the charge for any scheduled dental services before performing the dental services.

**B. Obligations of United Concordia and
Its Affiliated Organizations**

United Concordia:

1. Will furnish the Primary Dental Office a monthly eligibility list of Members, including names, types and effective dates of coverage.
2. Will pay to the Primary Dental Office, a monthly capitation payment for each Member entitled to benefits at that office under the applicable Plan. Capitation payments shall vary depending on the particular Plan. Capitation payments and patient copayments will be reviewed and adjusted periodically. Copayment schedules for each Plan will be provided to the Primary Dental Office.
3. Will provide the Primary Dental Office with patient encounter forms upon request or electronic access to report all services provided to capitated Members.
4. Will furnish the Primary Dental Office with resource materials: e.g., a Primary Dental Office Manual setting out the procedures of United Concordia and will provide and update group benefit and copayment reports.
5. Will establish and administer a Quality Review Program utilizing a continuous improvement model. A copy of the Quality Review Program will be furnished to the Primary Dental Office.
6. Will conduct periodic evaluations of the Primary Dental Office's facility and treatment records as part of the Quality Review Program.
7. Will provide Provider protection payments, at United Concordia's discretion, in those cases in which United Concordia determines that aggregate compensation (capitation plus copayments) is inadequate for the dental services rendered by the Primary Dental Office. After performing a utilization analysis from the patient encounter data submitted by the Primary Dental Office, United Concordia will make periodic determinations and a cumulative annualized settlement. Provider protection payments will be made only to those Primary Dental Offices which are accepting new patients in all United Concordia programs.

United Concordia reserves the right to audit all utilization data submitted; all utilization data must be received no later than fifteen (15) working days following the quarter in which the services were rendered.

8. Will establish a grievance committee for the investigation and resolution of member complaints relative to care administered by a Primary Dental Office.

C. Relationship of the Parties

United Concordia and the Primary Dental Office:

1. United Concordia shall not be liable for injuries or damages resulting from acts or omissions of any Primary Dental Office, employee of any Primary Dental Office or other person furnishing services or supplies to the Member.
2. United Concordia shall not hold a Primary Dental Office responsible for any acts or obligations of any other Primary Dental Office or any other persons furnishing dental services or supplies to the Member.
3. None of the provisions of this Agreement are intended to create, nor shall be deemed to create, any relationship between the parties other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this Agreement. Neither of the parties hereto, nor any of their respective employees, shall be considered to be the agent, employer, employee or representative of the other.
4. United Concordia agrees to defend and hold harmless the Primary Dental Office in connection with any claim or cause of action which is asserted against the Primary Dental Office based upon the sole fact of its participation in the Plan. If the claim or cause of action includes facts which could have been alleged irrespective of the Primary Dental Office participation in the Plan, United Concordia will have no obligation to defend and hold harmless the Primary Dental Office in connection with those allegations. Furthermore, in no event shall United Concordia have any obligation to defend and hold harmless the Primary Dental Office in connection with injuries resulting from negligence, misfeasance, malfeasance, nonfeasance, or malpractice on the part of the Primary Dental Office in the course of rendering services to Members enrolled under the Plan or to any other patient.
5. The Primary Dental Office agrees that in no event, including, but not limited to non-payment by United Concordia, or insolvency or breach of this Agreement by United Concordia, shall the Primary Dental Office bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against a Member or person(s) other than United Concordia acting on the Member's behalf for covered services. This provision shall not prohibit collection of applicable coinsurances, copayments or deductibles in accordance with the terms of the Certificates of Coverage, master contracts, and administrative agreements.

The Primary Dental Office further agrees that, (1) the hold harmless provision herein shall survive the termination of this Agreement, regardless of the cause giving rise to such termination; and that, (2) this hold harmless provision supersedes any oral or written contractual agreement now existing or hereafter entered into between the Primary Dental Office and the Member or person(s) acting on his/her behalf.

D. Good Faith

1. Both parties enter this Agreement as independent contracting entities in good faith and will strive to adhere to the intent and provisions thereof. All information provided to the Primary Dental Office under this Agreement is proprietary and not to be disclosed to any other party.

2. In the event of a complaint regarding this Agreement, the complaining party agrees to notify the other party in writing, outlining the nature of the complaint.
3. The recipient of a complaint agrees to respond in writing to such complaints within fifteen (15) working days of receipt of the complaint and to act in good faith toward a mutually acceptable solution.
4. These provisions in no way waive or affect the right of either party to terminate this Agreement.

E. Term and Termination; Assignment; Regulatory Approval

This Agreement shall be effective immediately for an initial term of one (1) year and shall continue in effect thereafter from year to year, until terminated by either party according to the following provisions:

1. United Concordia may terminate this Agreement during the initial term or any point thereafter upon written notice if the Primary Dental Office or any dentist of the Primary Dental Office fails to maintain a legally qualified license to practice dentistry or commits unethical or unprofessional acts or if Dentist fails to comply with the terms of this Agreement.
2. After the initial term of one (1) year, this Agreement may be terminated by either party upon ninety (90) days written notice for reasons unrelated to fraud, patient abuse, incompetency, or loss of licensure status by the Primary Dentist. The Primary Dental Office will continue to provide services for enrolled Members until they can be transferred to another acceptable Primary Dental Office or for ninety (90) days from United Concordia's receipt of notice of termination, whichever comes sooner. The Primary Dental Office may not terminate this Agreement during the initial term unless the Primary Dental Office becomes unavailable during the initial term for reasons beyond the control of United Concordia or the Primary Dental Office, as set forth in the applicable Certificate of Coverage.
3. For a period of at least ninety (90) days from the date of the notice of a Primary Dental Office's termination from the Plan for reasons unrelated to fraud, patient abuse, incompetency, or loss of licensure status, the Primary Dental Office shall render dental services to any of the Plan's Enrollees who:
 - a. Were receiving health care services from the Primary Dental Office prior to the notice of termination; and
 - b. Request, after receiving notice of the Primary Dental Office's termination, to continue receiving dental services from the Primary Dental Office.
4. This Agreement shall be assignable by United Concordia but only to a subsidiary, affiliate, or successor corporation of United Concordia.
5. In the event that United Concordia Companies, Inc., or the appropriate affiliated organization has not been licensed or has not obtained any applicable regulatory approval for the use of this Agreement prior to the execution of this Agreement, this Agreement shall

become effective upon such licensing or approval, as applicable. If unable to obtain such licensure or approval after due diligence, United Concordia shall notify the Primary Dental Office and both parties shall be released from any liability under this Agreement; provided however, that if such licensure or approval is obtained upon condition of amendments to this Agreement, such amendments will be provided to the Primary Dental Office.

6. The interpretation of this Agreement is governed by the laws of the State of Maryland.

UNITED CONCORDIA COMPANIES, INC.

Date: _____

By: _____

Print:
Title:

Date: _____

By: _____

(Please Print)

PROVIDER:

Telephone No.: () _____

Signature: _____

SS No. _____

Address: _____

Tax ID No.: _____

License No.: _____

List of Required Attachments

Schedule A: Capitation Amounts

Schedule B: Member Copayment Schedule

Schedule C: Malpractice Insurance Requirements

Schedule D: List of providers license #, specialty, address and hours of operation.
[Photo copied from application - address and hours of operation]